

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



**NOTICE TO BIDDERS  
AND  
SPECIAL PROVISIONS**

**FOR**

**San Ysidro Debris Basin Improvement Project**

**UNDER:**

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**Bid Book dated March 14, 2024**

**Standard Specifications dated 2018**

**Standard Plans dated 2018**

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**COUNTY PROJECT NO. SC8356**

**BID OPENING LOCATIONS:**

**PlanetBids**

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

**BID OPENING TIME AND DATE:**

**2 PM on Thursday, April 4, 2024**

**Electronic Advertising Contract**

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

# NOTICE TO BIDDERS AND SPECIAL PROVISIONS

## San Ysidro Debris Basin Improvement Project COUNTY PROJECT NO. SC8356

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

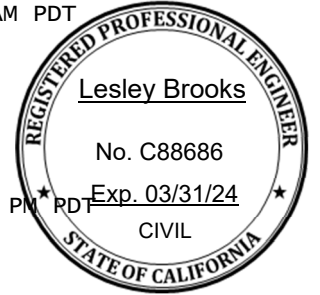
DocuSigned by:

*Lesley Brooks*

Lesley Brooks, P.E.  
REGISTERED CIVIL ENGINEER

3/18/2024 | 9:10 AM PDT

DATE



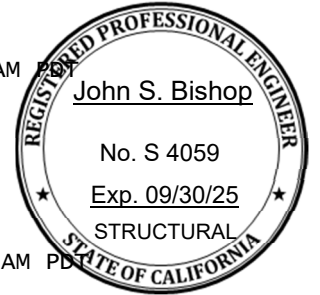
DocuSigned by:

*John Bishop*

John S. Bishop, S.E.  
REGISTERED STRUCTURAL ENGINEER

3/18/2024 | 12:36 PM PDT

DATE



DocuSigned by:

*Hansel Corsa*

Hansel Corsa, P.E.  
PROJECT MANAGER

3/17/2024 | 9:01 AM PDT

DATE

DocuSigned by:

*Matt Griffin*

Matthew Griffin, P.E.  
ENGINEERING MANAGER (APPROVAL RECOMMENDED)

3/17/2024 | 9:19 AM PDT

DATE

DocuSigned by:

*Walter Rubalcava*

Walter Rubalcava, P.E.  
FLOOD CONTROL DEPUTY DIRECTOR (APPROVED)

3/17/2024 | 9:14 PM PDT

DATE

Steve Lavagnino  
BOARD OF DIRECTORS, CHAIR (APPROVED)

DATE

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# NOTICE TO BIDDERS

Bids open at **2 PM on Thursday, April 4, 2024** for:

## **San Ysidro Debris Basin Improvements Project** COUNTY PROJECT NO. **SC8356**

General project work description: The Project generally consists of providing water pollution control; clearwater diversion; removal of a portion of grouted rock slope protection; excavation; placement of rock slope protection; construction of a cast-in-place outlet structure including retaining walls; debris barrier installation; grading of a new roughened ramp channel with SBM, rock bands, and boulder clusters; and restoring the dirt access road post-construction.

Project location description: The WORK occurs in the unincorporated area of Santa Barbara County near Montecito, California, on Flood Control District owned property within San Ysidro Creek approximately 0.4-mi upstream of East Mountain Drive along West Park Lane.

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 **120 Workings Days**.

The estimated cost of the project is **\$2,144,000**.

A non-mandatory pre-bid job walk is scheduled on **March 27<sup>th</sup> at 10 AM**. Bidders interested in attending are to meet at the project site located on West Park Lane approximately 0.4 miles north of the intersection of East Mountain Drive and West Park Lane. Please park with consideration of the properties in the area.

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 PM on March 29, 2024**. 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 March 2, 2021.

Walter Rubalcava, P.E.  
Deputy Director- Flood Control

## COPY OF BID ITEM LIST

Item No.	F <sup>1</sup>	Item Code	Description	Unit	Quantity	Unit Price	Item Total
1		999990	MOBILIZATION	LS	1	\$	\$
2		051260A	CONSTRUCTION SURVEY	LS	1	\$	\$
3		120100	TEMPORARY TRAFFIC CONTROL	LS	1	\$	\$
4		130100	JOB SITE MANAGEMENT	LS	1	\$	\$
5		130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$	\$
6		130310	RAIN EVENT ACTION PLAN	EA	1	\$	\$
7		130320	STORM WATER SAMPLING AND ANALYSIS DAY	EA	1	\$	\$
8		130330	STORM WATER ANNUAL REPORT	EA	1	\$	\$
9		131201	TEMPORARY CLEAR WATER DIVERSION SYSTEMS	LS	1	\$	\$
10	F	153121A	REMOVE GROUTED ROCK	CY	416	\$	\$
11		170103	CLEARING AND GRUBBING	LS	1	\$	\$
12	F	193013	STRUCTURE BACKFILL (RETAINING WALL)	CY	120	\$	
13	F	194001	EXCAVATION	CY	3,193	\$	\$
14		194001A	SURPLUS MATERIAL	TON	5,632	\$	
15		260203	AGGREGATE BASE BACKFILL (CLASS II)	CY	60	\$	\$
16	F	510060	STRUCTURAL CONCRETE (RETAINING WALL)	CY	83	\$	\$
17	F	520101	BAR REINFORCING STEEL (RETAINING WALL)	LB	12,000	\$	
18		710132	REMOVE CULVERT	LF	65	\$	\$
19		710150	REMOVE INLET	EA	1	\$	\$
20		723050A	GROUTED ROCK (1/4-TON, CLASS V, METHOD A)	CY	620	\$	\$
21		723160A	GROUTED ROCK (1/4 TON, CLASS V, METHOD A) CUTOFF WALL	CY	452	\$	\$
22		720105A	STREAMBED MATERIAL	CY	480	\$	\$
23	F	682042	CLASS II PERMEABLE MATERIAL	CY	3	\$	\$
24		721103A	LARGE WOODY DEBRIS	EA	5	\$	\$
25		720105A	ROCK BANDS	CY	300	\$	\$
26		490406A	36-INCH DRILLED HOLE	LF	135	\$	\$
27	F	490550A	18-INCH STEEL PIPE PILING	LB	18,950	\$	\$
28	F	490535A	12-INCH STEEL PIPE TOP RAIL	LB	7,300	\$	\$
29	F	490604A	36-INCH CIDH CONCRETE PILING	LF	90	\$	\$
30	F	520101A	BAR REINFORCING STEEL (DEBRIS BARRIERS)	LB	1,620	\$	\$
31		750502A	HARDWARE (DEBRIS BARRIERS)	LS	1	\$	\$
<b>CONTRACTOR'S BID ITEMS SUBTOTAL</b>							<b>\$</b>
32			Supplemental work (Additional Water Pollution Control)	LS	1	\$ 5,000	\$5,000
33			Supplemental work	LS	1	\$10,000	\$10,000

		(Engineer Directed Surplus Material)				
34		Supplemental work (Additional Rock Breaking)	LS	1	\$100,000	\$100,000
35		Supplemental work (Additional Streambed Material)	LS	1	\$60,000	\$60,000
36		Supplemental work (Imported Borrow)	LS	1	\$10,000	\$10,000
<b>SUPPLEMENTAL WORK BID ITEMS SUBTOTAL</b>						\$ 185,000
<b>TOTAL BID</b>						\$

[1] "F" denotes Final Pay Item



# 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 6-1.03 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:

<b>Holidays</b>	
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
Juneteenth	June 19th
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	Title	Telephone number
Department of Industrial Relations Prevailing Wage Rates	<a href="https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html">https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html</a>		
Caltrans, Office of Construction Contract Standards	<a href="https://dot.ca.gov/programs/construction">https://dot.ca.gov/programs/construction</a>		
County PlanetBids Portal	<a href="https://www.planetbids.com/portal/portal.cfm?CompanyID=43874">https://www.planetbids.com/portal/portal.cfm?CompanyID=43874</a>		(805) 568-3440
County Municipal Code	<a href="https://www.municode.com/library/CA/Santa_Barbara_County">https://www.municode.com/library/CA/Santa_Barbara_County</a>		
Flood Control Project Manager		PROJECT MANAGER Hansel Corsa, P.E.	<b>(805) 803-8784</b>

**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: [hacorsa@countyofsb.org](mailto:hacorsa@countyofsb.org) 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 your electronic bid as instructed in the *Notice to Bidders*. The original Bid Book must be submitted immediately upon request after the bid opening.

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 <sup>a</sup>	Time of bid
DBE Commitment ( <b>Exhibit 15-G</b> )	No later than 4 p.m. on the 5th day after bid opening <sup>b</sup>
DBE Confirmation ( <b>Written confirmation of each listed DBE is required</b> )	No later than 4 p.m. on the 5th day after bid opening <sup>b</sup>
DBE Good Faith Efforts Documentation ( <b>Exhibit 15-H</b> )	No later than 4 p.m. on the 5th day after bid opening <sup>b</sup>

<sup>a</sup> Submit only if you choose the option.

<sup>b</sup> 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 <sup>a</sup>	Time of bid

<sup>a</sup> 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 <sup>a</sup>	Time of bid

<sup>a</sup> 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**

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).

**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 1<sup>st</sup> 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:

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	<a href="mailto:amr.santa.barbara@amr.net">amr.santa.barbara@amr.net</a>

**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](mailto:dispatchstaff@sbsheriff.org) and provide the project location(s) and road closure schedule.

**Replace section 7-1.02P Reserved 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.
4. **Umbrella Liability Insurance:** An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall follow form or be at least as broad as the primary coverage. The coverage shall also apply to automobile liability.

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.

## Replace section 7-1.11B with:

FHWA-1273 – Revised October 23, 2023

### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

#### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

#### II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action.

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.*

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901-3907](#).

### 3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.



(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### 4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901-3907](#).

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

#### **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

#### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

**1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

\* \* \* \* \*

**3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\*\*\*\*\*

**4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\*\*\*\*\*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**  
This provision is applicable to all Federal-aid projects funded  
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



## 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, which must not be more than **21** calendar days past the date on which the contract was awarded.

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 9-1.06A:

Section 9-1.06 does NOT apply to supplemental work.

The District does not pay for eliminated supplemental work.

### 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.

## 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.

Comply with the National Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2012-0006-DWQ NPDES NO. CAS000002) referred to herein as Permit. The Permit governs stormwater and nonstormwater discharges from construction sites. The Permit may be viewed at the State Water Recourses Control Board website.

### Add to list in the 2nd 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 <https://www.casqa.org/resources/bmp-handbooks/construction>

### Replace 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.

## 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
051260A	CONSTRUCTION SURVEY	5

### **1 GENERAL**

**Add to section 1-1.01:**

See section 2 for submittal requirements for DBE quotes, DVBE quotes, and Non–Small Business Subcontractor Preference.

### **2 BIDDING**

**Replace Section 2-1.04 with:**

A non-mandatory pre-bid job walk is scheduled for **March 27, 2024 at 10 AM**. Bidders interested in attending are to meet at the project site located on West Park Lane approximately 0.4 miles north of the intersection of East Mountain Drive and West Park Lane. Please park with consideration of the properties in the area.

**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"> <li>1. California Fish and Wildlife Streambed Alteration Agreement EPIMS-SBA-27145-R5 and amendment</li> <li>2. Regional Water Quality Control Board Clean Water Act Section 401 Water Quality Certification No. 34217WQ07 and amendment</li> <li>3. U.S. Army Corps of Engineers Clean Water Act Section 404 Permit (SPL-2010-00361-CLH)</li> </ol>
Included in the <i>Information Handout</i>	Record Drawing Sheet 17 and Sheet 22 of Emergency Flood Protection Work plans, dated October 1964
Included in the <i>Information Handout</i>	Geotechnical Report
Included in the <i>Information Handout</i>	San Ysidro Debris Basin Modification Field Construction Guide
Included in the <i>Information Handout</i>	Existing 14" Water Line Drawings

Geotechnical reports, if applicable, are available in the Information Handout. Geotechnical reports are not part of the Contact Documents. The Bidder may rely upon the accuracy of the technical data contained in such information, however, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with non-technical data, interpretations, and opinions contained in such information or the completeness thereof is the responsibility of the Bidder.

**5 CONTROL OF WORK**

**Add section 5-1.01A:**

**5-1.01A WORKING HOURS**

Working hours must only occur between **8:00 a.m.** and **5:30 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 Mitigation Measures and Conditions of Approval.

Copies of PLACs and Mitigation Measures and Conditions of Approval applicable to this project are located in the Information Handout.

**Add to the end of section 5-1.20B(4):**

Removed materials shall become the property of the Contractor and must be legally disposed of outside of the project site.

**Replace section 5-1.26 with:**

**5-1.26 CONSTRUCTION SURVEYS**

**5-1.26A General**

Section 5-1.26 includes general specifications for construction surveys, furnishing and setting construction stakes and marks to establish the lines and grades required to control the work.

Construction surveys must comply with Chapter 12, 'Construction Surveys,' of the California Department of Transportation Surveys Manual as determined by the Engineer.

The location and elevation of benchmarks and horizontal control points are shown on the plans. The Engineer will not provide any additional survey services for the project.

Submit name, license number and contact information of the professional land surveyor prior to beginning staking.

Submit proposed procedures, methods, and equipment to be used.

Submit all computations, notes and other data used to accomplish the work.

Perform construction staking under the direction of a Professional Land Surveyor registered in the State of California.

Within 2 working days of receiving notification to proceed with right-of-way staking, stake County right-of-way. Maintain right-of-way corner stakes throughout construction.

Furnish and set stakes and marks with accuracy adequate to assure completed work conforms to lines, grades and sections shown.

All conflicts between the construction drawings and the actual field conditions must be brought to the attention of the Engineer for review prior to work continuing in the area of conflict.

Remove all stakes when no longer needed.

**Add to section 5-1.31:**

Contractor is responsible for removing and disposing all trash generated from the jobsite on a daily basis including, but not limited to, cigarette butts or other trash especially in the creek area. Contractor is not allowed to do any work within the creek that would generate shavings (Styrofoam, plastic, wood, metal, or otherwise), and all excess manmade debris needs to be cleaned, contained, and removed from the site in order to prevent creek contamination.

**Add between the 2nd and 3rd paragraphs of section 5-1.32:**

Where County owned areas have been designated for the contractor's use comply with the following:

1. Do not store any of the following beneath structures:
  - 1.1 Explosives or explosive materials
  - 1.2 Flammable or combustible materials
  - 1.3 Incompatible materials, such as chlorine and ammonia, or batteries and fuels, in the same secondary containment facility
2. Material storage may not encroach on any of the following:
  - 2.1 Within 20 feet of any bridge support
  - 2.2 Within 10 feet of any exposed footing or pile cap
  - 2.3 Within a 6-foot minimum clear zone height from the bottom of superstructure to top of material storage
3. Maintain 12-foot minimum width pathways beneath each hinge, bent cap and bridge span allowing manlift vehicle access
4. Do not obstruct drainage systems

**Add to section 5-1.32:**

Personal vehicles of the contractor's employees shall not be parked on the traveled way or shoulders, including sections closed to traffic.

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

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

Defend, indemnify and hold the County harmless to the same extent as under section 7-1.05.

The Contractor shall be allowed to use the areas designated as "Staging Area" shown on the plans for materials storage, equipment storage, and rock and material sorting, with the following exception: any area within the existing debris basin or channel cannot be used for equipment staging outside of working hours. No fuel or any hazardous materials shall be stored within the basin at any time. Requirements of the PLACs apply.

**Replace the first paragraph of section 5-1.32 with:**

Occupy Flood Control District property and easements only for purposes necessary to perform the work.

Defend, indemnify and hold the County harmless to the same extent as under section 7-1.05

**Add to section 5-1.36C(1):**

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 *Reserved* in section 5-1.36C(2) with:**

The utilities shown in the following table may interfere with the work and shall be protected in place.

<b>Utilities to Be Protected in Place During Construction of Base Bid and Add Alternate</b>	
Utility	Location
Existing 14" Water Line	Downstream of outlet structure near downstream conform limits

A copy of the Existing 14" Water Line Drawings are included in the information Handout. The utility information shown is incomplete and schematic. Make arrangements with utility owners to coordinate construction activities and location of existing utilities prior to any onsite excavation.

**Replace 1<sup>st</sup> sentence of 1<sup>st</sup> paragraph of Section 5-1.36E**

If you damage or must remove plants for construction:

**Replace 1st sentence of 4th paragraph of Section 5-1.36F with:**

If you damage or must remove irrigation facilities for construction:

**6 CONTROL OF MATERIALS**

**6-1.03B(1) Work Plan**

For local material, such as rock, gravel, earth, structure backfill, pervious backfill, and culvert bedding, obtained from a (1) noncommercial source, or (2) source not regulated under California jurisdiction, submit a local material plan for each material at least 60 days before placing the material. The local material plan must include:

1. Certification signed by you and an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

I am aware local material from a noncommercial source or a source not regulated under CA jurisdiction must be sampled and analyzed for pH and lead and may require sampling and analysis under section 6-1.03B(3) for other constituents of concern based on the land use history. I am aware that local material sources must not contain ADL at concentrations greater than 80 mg/kg total lead or equal to or greater than 5 mg/L soluble lead as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II. I am aware that a maximum quantity of material may be excavated at the site based on the minimum number of samples taken before excavating at the site under section 6-1.03B(3).

2. Land use history of the local material location and surrounding property
3. Sampling protocol
4. Number of samples per volume of local material
5. QA and QC requirements and procedures
6. Qualifications of sampling personnel
7. Stockpile history
8. Name and address of the analytical laboratory that will perform the chemical analyses
9. Analyses that will be performed for lead and pH
10. Other analyses that will be performed for possible hazardous constituents based on:
  - 10.1. Source property history
  - 10.2. Land use adjacent to source property
  - 10.3. Constituents of concern in the ground water basin where the job site is located



The plan must be sealed and signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State.

If the plan requires revisions, the Engineer provides comments. Submit a revised plan within 7 days of receiving comments. Allow 7 days for the review.

**6-1.03B(2) Analytical Test Results**

At least 15 days before placing local material, submit analytical test results for each local material obtained from a noncommercial source or a source not regulated under CA jurisdiction. The analytical test results must include:

1. Certification signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

The analytical testing described in the local material plan has been performed. I performed a statistical analysis of the test results using the US EPA's ProUCL software with the applicable 95 percent upper confidence limit. I certify that the material from the local material source is suitable for unrestricted use at the job site, it has a pH above 5.0, does not contain soluble lead in concentrations equal to or greater than 5mg/l as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II, does not contain lead in concentrations above 80 mg/kg total lead, is free from all other contaminants identified in the local material plan, and will comply with the job site's basin plan and water quality objectives of the RWQCB.

2. Chain of custody of samples
3. Analytical results no older than 1 year
4. Statistical analysis of the data using US EPA's ProUCL software with a 95 percent upper confidence limit
5. Comparison of sample results to hazardous waste concentration thresholds and the RWQCB's basin plan requirements and water quality objectives for the job site location

**6-1.03B(3) Sample and Analysis**

Sample and analyze local material from a (1) noncommercial source or (2) source not regulated under CA jurisdiction:

1. Before bringing the local material to the job site
2. As described in the local material plan
3. Under US EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846)

The sample collection must be designed to generate a data set representative of the entire volume of proposed local material.

Before excavating at the (1) noncommercial material source or (2) a source not regulated under CA jurisdiction, collect the minimum number of samples and perform the minimum number of analytical tests for the corresponding maximum volume of local material as shown in the following table:

**Minimum Number of Samples and Analytical Tests for Local Material**

Maximum volume of imported borrow (cu yd)	Minimum number of samples and analytical tests
< 5,000	8
5,000–10,000	12 for the first 5,000 cu yd plus 1 for each additional 1,000 cu yd or portion thereof
10,000–20,000	17 for the first 10,000 cu yd plus 1 for each additional 2,500 cu yd or portion thereof
20,000-40,000	21 for the first 20,000 cu yd plus 1 for each additional 5,000 cu yd or portion thereof
40,000–80,000	25 for the first 40,000 cu yd plus 1 for each additional 10,000 cu yd or portion thereof
> 80,000	29 for the first 80,000 cu yd plus 1 for each additional 20,000 cu yd or portion thereof

Do not collect composite samples or mix individual samples to form a composite sample.

Analyze the samples using the US EPA's ProUCL software with a 95 percent upper confidence limit. All chemical analysis must be performed by a laboratory certified by the SWRCB's Environmental Laboratory Accreditation Program (ELAP). The analytical test results must demonstrate that the local material:

1. Is not a hazardous waste
2. Has a pH above 5.0
3. Has an average total lead concentration, based upon the 95 percent upper confidence limit, at or below 80 mg/kg
4. Is free of possible contaminants identified in the local material plan
5. Complies with the RWQCB's basin plan for the job site location
6. Complies with the RWQCB's water quality objectives for the job site location

**6-1.03C Local Material Management**

Do not place local material until authorized.

If the Engineer determines the appearance, odor, or texture of any delivered local material suggests possible contamination, sample and analyze the material. The sampling and analysis is change order work unless (1) hazardous waste is discovered or (2) the analytical test results indicate the material does not comply with section 6-1.03B(3).

Dispose of noncompliant local material at an appropriately permitted CA Class I, CA Class II or CA Class III facility. You are the generator of noncompliant local material.

**Add to section 6-1.06:**

**6-1.06 BUY CLEAN CALIFORNIA ACT**

**6-1.06A Summary**

The materials or products shown in the following table are subject to the Buy Clean California Act (Pub Cont Code § 3500 et seq.):

Material or product	Material specifications
Carbon steel rebar <sup>a</sup>	Section 52-1.02B, "Bar Reinforcement" Excludes epoxy-coated or galvanized reinforcement uses.
Structural steel <sup>b</sup>	Section 55-1.02D(1), "General," – Structural Steel and Other Materials tables and Section 99, "Building Construction" For hot-rolled, plate or hollow products.
Flat glass <sup>c</sup>	Section 99, "Building Construction"
Mineral wool board insulation <sup>d</sup>	Section 99, "Building Construction"

<sup>a</sup>For each mill providing 20,000 pounds or more on the project

<sup>b</sup>For each mill providing 5,000 pounds or more on the project

<sup>c</sup>For each manufacturer providing 2,000 square feet or more on the project

<sup>d</sup>For each manufacturer providing 4,000 square feet or more on the project

For product category rules for applicable materials or products, go to the METS website. Use the product category rule in effect on the date of bid opening unless otherwise authorized. An environmental product declaration is not required for a material or product for either of the following conditions:

1. Applicable product category rule has expired without replacement as of the bid opening date.
2. Applicable product category rule was issued less than 100 days before the bid opening date.

For projects with a bid opening date after May 31, 2021, with total bid over \$1 million and 175 or more original working days, submit an environmental product declaration for each applicable material or product. Submit an environmental product declaration for each applicable material or product at least 15 days before scheduled installation. The global warming potential of each applicable material or product as evidenced by its environmental product declaration shall not exceed the maximum acceptable global warming potential values established by the Department of General Services. Do not install the applicable material or product until the submittal is authorized. The Department of General Services publishes the maximum acceptable global warming potential for each category of material or product in the State Contracting Manual.

**6-1.06B Definitions**

**environmental product declaration:** Independently verified document created and verified under International Organization for Standardization (ISO) 14025 for Type III environmental declarations that

identifies the global warming potential emissions of the facility-specific material or product through a product stage life cycle assessment.

**product category rule:** Program operator established rule based on the science of life cycle assessment that governs the development of the environmental product declaration for the material or product.

**product stage:** Boundary of the environmental product declaration that includes (1) raw material supply, (2) transportation processes, and (3) processing operations, including operations such as melting, mixing, fabrication, finishing, curing, cooling, trimming, packaging and loading for transport delivery. Commonly referred to as a "cradle-to-gate" life cycle assessment.

**program operator:** Independent agency that supervises and confirms the full environmental product declaration development process under ISO 14025.

**raw material supply:** Upstream processes which can include allocations, extraction, refinement, reclamation, handling and processing of the constituents used in producing the material or product.

**transportation processes:** Includes transportation of raw, reclaimed or recycled material constituents from the supplier to the gate of the manufacturer, producer or fabricator. Includes transport of related waste products.

#### 6-1.06C Submittals

At least 15 days before submitting environmental product declarations, you must register on the Department's Data Interchange for Materials Engineering. Follow the registration process at:  
<https://dime.dot.ca.gov/>

Submit environmental product declarations for applicable materials or products to the Department's Data Interchange for Materials Engineering and provide PDF copies to the Engineer. Carbon steel rebar or structural steel environmental product declarations must be mill produced.

Immediately notify the Engineer if a program operator has determined their product category rule does not allow for development of a facility-specific environmental product declaration for an applicable material or product. Include written correspondence from the program operator. If the Engineer determines the development of a facility-specific environmental product declaration for an applicable material or product cannot be achieved, no environmental product declaration will be required for that specific material or product.

#### 6-1.06D Quality Assurance

Not Used

## 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. The text of such notices must have one side printed in English with the reverse side printed in Spanish.

The following is an example of language required:

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NOTICE  
TO AREA RESIDENCES

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

Work on the Project will typically be performed between the hours of 8:00 AM and 5:30 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)

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

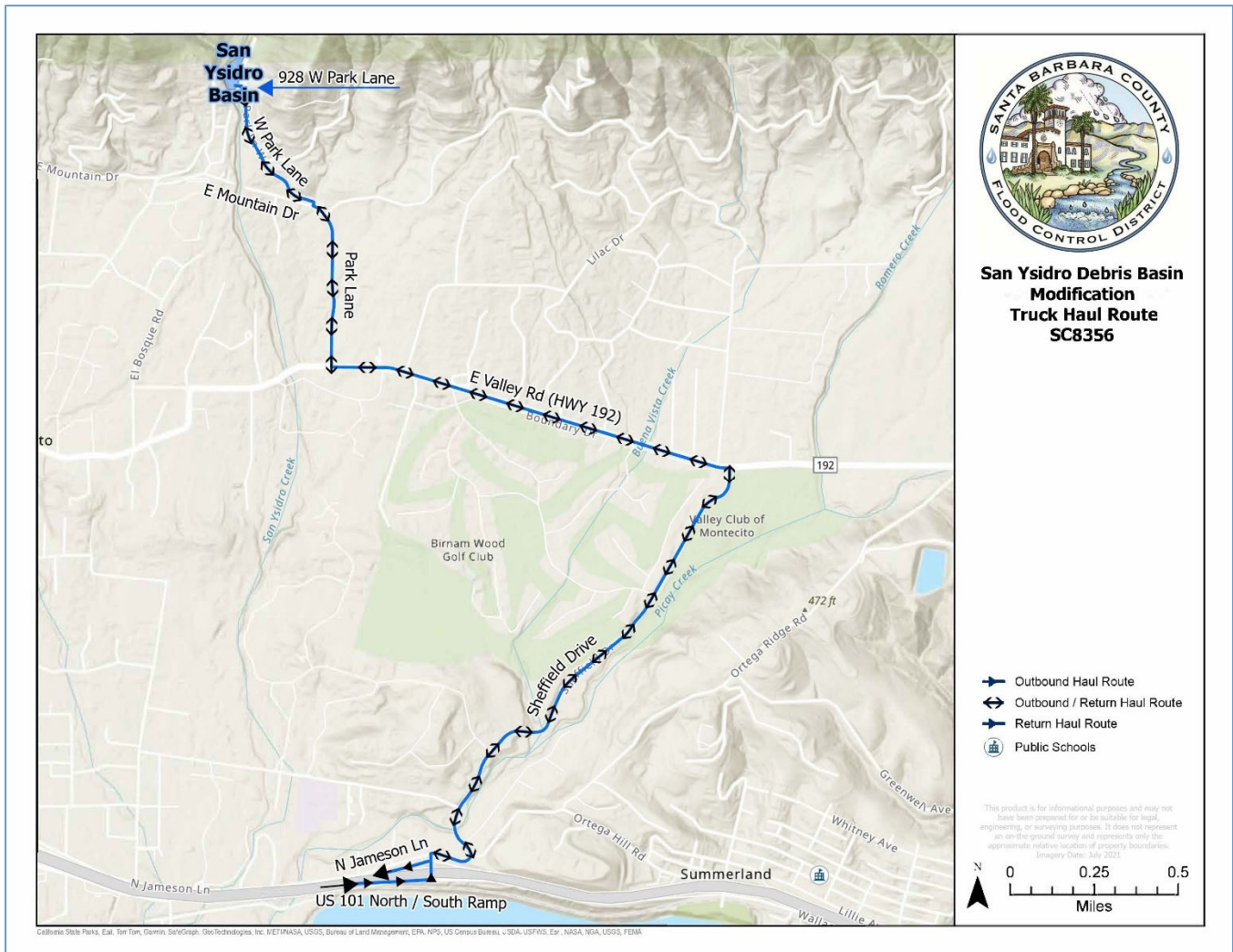
1. Property owner
2. Person of contact (If applicable)
3. Date of notification
4. Time of notification
5. Method of notification.

At a minimum, notifications must be made to properties within 500' of the project site.

**Add section 7-1.03B:**

**7-1.03B TRUCKING AND HAUL ROUTE REQUIREMENTS**

Your trucking and hauling operations for excavation export must conform to these special provisions. When trucks exiting the project site utilize US 101 Northbound to reach your disposal site, their route must comply with Truck Haul Route (shown below). When trucks exiting the project site utilize US 101 Southbound to reach your disposal site, their route must comply with Truck Haul Route (shown below). If you do not utilize US 101 to reach your disposal site, 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.



In general, public roads may not all be open and available for your use during all times of the project duration. It is your responsibility to check haul routes for feasibility and availability each work day. In the event that designated haul routes are not available or feasible for your use, or there are overriding public convenience or public safety concerns determined by the Engineer, you must cooperatively work with the County of Santa Barbara – Transportation Division to develop alternative haul routes. Under no circumstances will road closures, traffic, limited roadway access, public convenience, or public safety be grounds for additional compensation.

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.

Haul trucks may not queue or stage within public Road Right of Way. Under no circumstances are trucks allowed to park on County residential streets, including times for breaks and lunch.

All loaded trucks must be completely tarped to prevent dust.

Place two C44 traffic warning signs on SR 192, as directed by the Engineer, prior to any trucking and hauling operations being performed. 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 and safety concerns. Haul routes are adjacent to schools and traverse crosswalks, strict observance of speed limits must be adhered to. You must administer weekly trucking and haul route requirement and safety training updates, when requested by the Engineer. Failure to comply with the trucking and haul route requirements may result in the permanent barring of offending truck drivers from the project.

You must video and/or photo document the pre-project roadway and pavement conditions along the approved haul routes and submit this documentation to the Engineer prior to use of each 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. Final repairs must consist of HMA. Interim repairs consisting of temporary cold mix AC may be utilized for periods not to exceed 2 weeks. 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.

**Add to section 7-1.04:**

You must provide temporary fencing between your operations and the public. Temporary fencing must comply with Section 16-2.03.

## **8 PROSECUTION AND PROGRESS**

**Replace the 1st paragraph of section 8-1.02C(1) with:**

Section 8-1.02C does not apply. Comply with section 8-1.02D except the 1st paragraph.

## **9 PAYMENT**

**Add to section 9-1.16C:**

The following items are eligible for progress payment even if they are not incorporated into the work:

1. Bar Reinforcing
2. Steel Pipe Piling
3. Steel Pipe Top Rail

## **DIVISION II GENERAL CONSTRUCTION**

**Add prior to section 10:**

**Bid Items and Applicable Sections**

Item code	Item description	Applicable section
120100	TEMPORARY TRAFFIC CONTROL	12
130100	JOB SITE MANAGEMENT	13
130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	13
130310	RAIN EVENT ACTION PLAN	13
130320	STORM WATER SAMPLING AND ANALYSIS DAY	13
130330	STORM WATER ANNUAL REPORT	13
131201	TEMPORARY CLEAR WATER DIVERSION SYSTEMS	13

**10 GENERAL**

**Replace "Reserved" in section 10-1.01 of the RSS for section 10-1 with:**

The Project Plans consist of one plan set, for the San Ysidro Debris Basin Improvement Project (18 Sheets).

The following is a general description of the type of work for each bid item listed in the Bid Schedule, and is not intended to be all-inclusive. Comply with the contract documents for the work.

Bid items quantified as lump sum items are required to submit a schedule of values according to section 9-1.16B. The schedule of values must be authorized by the Engineer prior to progress payments.

Bid items of work shown on the plans or indicated in the specifications which are not specifically identified in the bid item descriptions are included in lump sum items of work and must be identified in the Schedule of Values submittal by the Contractor and no additional payment will be made.

Summary Bid Item Descriptions:

1. MOBILIZATION

As defined in Section 9-1.16D of the Caltrans Standard Specifications and the special provisions supplemented herein. The Contractor is responsible for all costs associated with insurance, bonds, permits and fees, submittals, moving onto the job, establishment of stock pile operations, moving off the job, removal, clean up and restoration of stock pile area and limits of work, project phasing, supervision, coordination of concurrent work with other contractors, meetings and other work indicated in the Contract Documents.

Mobilization will be paid for as lump sum based on invoices for mobilization and startup costs in the first payment and then based on percentage of construction completed for all following payments.

2. CONSTRUCTION SURVEY

Section 5-1.26 "Construction Surveys," of the Caltrans Standard Specifications does not apply. Comply with Section 5-1.26 of these special provisions. The Contractor is responsible for all project construction surveying and for establishing necessary lines and grades to complete the work. Surveying must be performed under the direction of a Licensed Land Surveyor or Civil Engineer authorized by the State of California to provide these services. Survey monuments must be preserved in accordance with Section 5-1.36 "Property and Facility Preservation". Also included in this item is the pre and post topographic survey and submittal for Engineer review.

3. TEMPORARY TRAFFIC CONTROL

Comply with section 12 of the Caltrans Standard Specifications, the project plans and special provisions supplemented herein, and section 7-1.03B of the special provisions. The lump sum (LS) bid item Temporary Traffic Control is intended to be all-inclusive and shall include the preparation of Traffic Control Plans, implementation and maintenance of the Traffic Control System during the project. Implementation of the Traffic Control System includes all items listed in the authorized Traffic Control Plan including but not limited to construction area signs, detour signs, barricades and any other required traffic appurtenances.

4. JOB SITE MANAGEMENT

Comply with Section 13-4 of the Caltrans Standard Specification and these special provisions. Job Site

Management includes specifications for performing job site management including spill prevention control, material management, waste management, and non-stormwater management activities. Implement effective handling, storage, usage, and disposal practices to control material pollution and manage waste and non-stormwater at the job site before they enter the storm drain systems and receiving waters.

Compliance with mitigation measures, in the permits, licenses, agreements, and the conditions of approval appended to the specifications is the responsibility of the contractor to understand and implement. Payment for compliance and implementation of mitigation measures is considered included in Job Site Management and no separate payment will be included.

The lump sum (LS) bid item Job Site Management also includes providing appropriate control of the work as described in Section 5, 6, 7, and 8 of the Caltrans Specifications, Flood Control District Provisions, and Technical Specifications.

**5. PREPARE STORM WATER POLLUTION PREVENTION PLAN**

This is a Risk Level 2 Project. Comply with Section 13-3 of the Caltrans Standard Specifications and the special provisions supplemented herein. The lump sum (LS) bid item Prepare Storm Water Pollution Prevention Plan includes developing and implementing the SWPPP, providing a water pollution control manager, conducting water pollution control training, and monitoring, inspecting and correcting water pollution control practices.

**6. RAIN EVENT ACTION PLAN**

Comply with Section 13-3.01C(3) of the Caltrans Standard Specifications and the special provisions supplemented herein. The bid item price for each (EA) Rain Event Action Plan (REAP) includes all labor associated with completing the REAP Form provided at: <https://dot.ca.gov/programs/construction/storm-water-and-water-pollution-control/stormwater-inspection-forms>

**7. STORM WATER SAMPLING AND ANALYSIS DAY**

Comply with Section 13-3 of the Caltrans Standard Specifications and the special provisions supplemented herein. The bid item price for each (EA) Storm Water Sampling and Analysis Day includes all labor and materials associated with preparation, collection, and laboratory analysis of storm water samples.

**8. STORM WATER ANNUAL REPORT**

Comply with Section 13-3 of the Caltrans Standard Specifications and the special provisions supplemented herein. The bid item price for each (EA) Storm Water Annual Report includes all labor and materials associated with preparing the report sections specified in Section 13-3.01C(4) of the Caltrans Standard Specifications.

**9. TEMPORARY CLEAR WATER DIVERSION SYSTEMS**

Comply with Sections 13-11 and 13-12 of the special provisions supplemented herein and all PLACs. The lump sum (LS) bid item price includes all labor, materials and equipment and incidentals for the installation, maintenance and removal of the creek diversion and to ensure that no construction activities occur in flowing water.

The Contractor is responsible for all dewatering necessary to keep the construction and work areas dry. The Contractor must design, install, operate, and maintain an adequate system. The system must be of sufficient size and capacity to maintain a dry condition without delays to construction operations.

The lump sum (LS) bid item price includes all work associated with this work per the special provisions supplemented herein and all PLACs.

**10. REMOVE GROUTED ROCK**

Comply with Section 19 and Section 72-2, 72-3, and 72-10 of the Caltrans Standard Specifications and the special provisions supplemented herein. The Final Pay cubic yard (CY) bid item price includes all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved in removing grouted rock dam, including cleaning, sorting and processing of rock that is to be reincorporated into the work, in accordance with the plans, these special provisions and as directed by the Engineer. Haul-off of excess material is accounted for in the Surplus Material bid item. This item is designated as a Final Pay Item.



If the Contractor elects to or accidentally removes grouted rock beyond the limits shown on the plans, it is to be replaced at their own expense and additional quantity will not be paid, nor will the removals be accounted for in the Surplus Material bid item.

#### 11. CLEARING AND GRUBBING

Comply with Section 17 of the Caltrans Standard Specifications and the special provisions supplemented herein. The lump sum (LS) bid item price includes all labor, equipment and material necessary to clear and grub the project site to the limits as indicated on the plans and as indicated in Section 17.

#### 12. STRUCTURE BACKFILL (RETAINING WALL)

Comply with Section 19-3 of the Caltrans Standard Specifications and the technical specifications included herein. The cubic yard (CY) bid item price includes payment for backfill, and permeable backfill and filter fabric per Notes C & D on plan sheet 18, as defined in section 19-3.04 of the Caltrans Standard Specifications. This item is designated as a Final Pay Item.

#### 13. EXCAVATION

Comply with the plans and Section 19 of the Caltrans Standard Specifications, and the technical specifications included herein. The Final Pay cubic yard (CY) bid item price includes excavating, separating, stockpiling, sorting, moving, and processing of both the rock and materials that are to be reincorporated into the work and also not incorporated into the work.

The bid item list quantity for Bid Item 12 Excavation is the theoretical CY quantity for the following: the volume for the entirety of the site from the existing finished grade to the proposed finished grade (other than the grouted rock removal which is accounted for in Bid Item 10 Remove Grouted Rock), and in the area of the retaining walls and outlet structure the volume between proposed finished grade to subgrade, including the volume for 'Structure Excavation.' This Item is designated as a Final Pay Item.

Overexcavation below proposed finished grade to subgrade for placement of GROUTED ROCK and ROCK BANDS are paid for in Bid Items 20-21 (GROUTED ROCK Items) and Bid Item 25 ROCK BANDS. Rocks greater than 2 ft in diameter at the option of the Engineer, shall become the property of the District. Loading and haul-off of rock not incorporated into the work is paid under the SURPLUS MATERIAL bid item. Payment for additional overexcavation and haul-off of additional surplus as part of Supplemental Work items will be paid for under the Supplemental Work.

Estimates of rock suitable to be reincorporated are based on assumptions of reusable material as shown in Section 19-2.04 and are approximate. Bedrock and Large Boulder Excavation is paid under supplemental bid item "Additional Rock Breaking."

#### 14. SURPLUS MATERIAL

Comply with the plans and Section 19-2.03B of the Caltrans Standard Specifications and Section 19 and 72 of the technical specifications included herein. The payment quantity for Surplus Material is the actual volume of material in tons that will need to be hauled off and disposed after excavation and reincorporation of material into the work. The per TON bid item price includes onsite handling, loading, hauling, and disposing of unsuitable material, excess rock, bedrock, and earthen materials offsite. The Contractor shall supply equipment (loaders or trucks equipped with scales, a portable scale, or other method proposed by the Contractor and agreed upon by the District) at the project site sufficient to provide weights of exported material.

#### 15. AGGREGATE BASE BACKFILL (CLASS 2)

Comply with Section 26, 19-2.04, and 72-11 of the Caltrans Standard Specifications and these special provisions for QC plans, quality assurance, gradation, placement, spreading, compacting, and payment. The cubic yard (CY) bid item price is determined from the plans. The payment quantity does not include the volume of aggregate base used to fill low areas at subgrade.

#### 16. STRUCTURAL CONCRETE (RETAINING WALL)

Comply with Section 49, 51 and 90 of the Caltrans Standard Specifications and the technical specifications included herein. Section 90 of the standard specifications defines all structural component concrete to have a 28-day compressive strength of 3,600 psi or greater which will be adopted. The cubic yard (CY) bid item price includes the total theoretical volume of concrete, PVC and mesh for weep holes, and expanded polystyrene foam within the limits of the retaining wall structures as shown on the plans. This item is designated as a Final Pay Item.

17. BAR REINFORCING STEEL (RETAINING WALL)

Comply with Section 52 of the Caltrans Standard Specifications and the technical specifications included herein. Payment for Reinforcement Steel will be measured by the theoretical pound (LB) calculated from the total volume of bar reinforcing steel within the limits of retaining wall structures as shown in the plans. This item is designated as a Final Pay Item.

18. REMOVE CULVERT

Comply with Section 15, 60, and 71 of the Caltrans Standard Specification and these special provisions. The linear foot (LF) bid item price includes all labor, tools, equipment, materials, and incidentals to remove the existing culvert outlet pipe and dispose offsite.

19. REMOVE INLET

Comply with Section 15, 60, and 71 of the Caltrans Standard Specification and these special provisions. The bid item price includes all labor, tools, equipment, materials, and incidentals to remove each (EA) existing inlet structure and dispose offsite.

20. GROUTED ROCK (1/4-TON, CLASS V, METHOD A)

Comply with Section 19 and 72-3 of the Caltrans Standard Specifications and the technical specifications included herein. The cubic yard (CY) bid item price paid for grouted rock items shall include full compensation for furnishing all labor, materials, mulch, tools, equipment, and incidentals, and for doing all the work involved in overexcavation from proposed finish grade to subgrade, removal, sorting, mixing, handling, replacement, compacting, grouting, and finishing GROUTED ROCK complete and in place as shown on the plans, including the materials, labor, and placement of the 4" SDR35 weep holes within the grouted rock side slopes, as specified in these special provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore. The weep hole filter material will be paid for under CLASS 2 PERMEABLE MATERIAL. For purposes of this bid item, material recovered from EXCAVATION and REMOVE GROUTED ROCK or onsite stockpiles of rock may be used and no additional payment will be made unless Supplemental Work (Imported Borrow) from a source other than the Project site is necessary.

21. CUTOFF WALL GROUTED ROCK (1/4-TON, CLASS V, METHOD A)

Comply with Section 19 and 72-3 of the Caltrans Standard Specifications and the technical specifications included herein. The cubic yard (CY) bid item price paid for cutoff wall grouted rock items shall include full compensation for furnishing all labor, materials, mulch, tools, equipment, and incidentals, and for doing all the work involved in overexcavation from proposed finish grade to subgrade, removal, sorting, mixing, handling, replacement, compacting, special placement, grouting, and finishing GROUTED ROCK complete and in place as shown on the plans, as specified in these special provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore. For purposes of this bid item, material recovered from EXCAVATION and REMOVE GROUTED ROCK or onsite stockpiles of rock may be used and no additional payment will be made unless Supplemental Work (Imported Borrow) from a source other than the Project site is necessary.

22. STREAMBED MATERIAL

Comply with the plans and Sections 26-2 and 72-8 of the technical specifications provided herein. The cubic yard (CY) bid item price shall include full compensation for furnishing all labor, tools, materials, equipment, and incidentals to place the streambed material and boulder clusters and the quantity includes the volume determined from the dimensions shown on the plans. STREAMBED MATERIAL (SBM) shall be placed as fill to finish grade from station "SYC" 0+75 to "SYC" 1+20. Use Supplemental Work (Additional Streambed Material) for existing streambed material that requires replacement.

For purposes of this bid item, material recovered from EXCAVATION, REMOVE GROUTED ROCK, and ROCK BANDS overexcavation for placement of finish materials, may be used and no additional payment will be made unless Supplemental Work (Imported Borrow) from a source other than the Project Site is necessary. Estimations of material available from on-site excavation is based on existing streambed gradations and is shown in Section 72-10.

23. CLASS II PERMEABLE MATERIAL

Comply with Section 68-2 and 72-3 of the Caltrans Standard Specifications and the technical specifications included herein. The cubic yard (CY) bid item price paid for CLASS 2 PERMEABLE MATERIAL as a filter layer behind the weepholes in the GROUTED ROCK (1/4-TON, CLASS V, METHOD A) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing, handling, overexcavation, placement,

compacting, and finishing in place as shown on the plans and specified in these special provisions.. This Item does not include Permeable Material associated with Structure Backfill. This item is designated as a Final Pay Item.

**24. LARGE WOODY DEBRIS**

Comply with the plans and Section 72-11 of the technical specification included herein. Large Woody Debris trees will be provided by and conveyed to the Project site by the County. The price for each (EA) installation of Large Woody Debris includes full compensation for furnishing all labor, tools, equipment, and incidentals; and for doing all the work involved in excavating the trench, placing the trees and anchor boulders, backfilling with native material, and compacting as shown on the plans.

**25. ROCK BANDS**

Comply with the plans and Section 19-2 and 72-11 of the Caltrans Standard Specs and technical specification included herein. The cubic yard (CY) bid item price paid for Rock Bands shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals; and for doing all the work involved in moving, hauling, special placement, and finishing complete and in place as shown on the plans, and as directed by the Engineer, and no additional compensation will be allowed therefore. For purposes of this bid item, material recovered from EXCAVATION and REMOVE GROUTED ROCK may be used and no additional payment will be made unless Supplemental Work (Imported Borrow) from a source other than the Project site is necessary. Estimations of material available from on-site excavation is based on existing streambed gradations and is shown in Section 72-10 and is included as an estimate only.

**26. 36-INCH DRILLED HOLE**

Comply with Sections 45 and 49-3.02 of the Caltrans Standard Specifications and the technical specifications included herein. The contract price paid for 36-INCH DRILLED HOLE shall be measured by linear foot (LF) and include full compensation for furnishing all labor, incidentals, and all work involved in drilling holes 3-feet in diameter and up to 15-feet below top of bedrock, as shown on the DEBRIS BARRIER STANDARD DETAIL, for the Cast-in-Drilled-Hole concrete piling.

**27. 18-INCH STEEL PIPE PILING**

Comply with Section 49-2, 49-3, and 55 of the Caltrans Standard Specifications and the technical specifications included herein. Payment for 18-INCH STEEL PIPE PILING shall be measured by the pound (LB) and calculated from the dimensions of the pipe section and total length of vertical elements, including embedded portions within CIDH piling, as shown in the plans, using the weight of steel of 490 pounds per cubic foot. Payment shall include all labor, tools, materials, and incidentals to complete the installation of vertical elements as shown in the plans. This item is designated as a Final Pay Item.

**28. 12-INCH STEEL PIPE TOP RAIL**

Comply with Section 49-2, 49-3, and 55 of the Caltrans Standard Specifications and the technical specifications included herein. Payment for 12-INCH STEEL PIPE TOP RAIL shall be measured by the pound (LB) and calculated from the dimensions of the pipe section and total length of horizontal elements, as shown in the plans, using the weight of steel of 490 pounds per cubic foot. Payment shall include all labor, tools, materials, and incidentals to complete the installation of horizontal elements as shown in the plans. This item is designated as a Final Pay Item.

**29. 36-INCH CIDH CONCRETE PILING**

Comply with Section 49-3.02 of the Caltrans Standard Specifications and the technical specifications included herein. The contract price paid for 36-INCH CIDH CONCRETE PILING will be measured by linear foot (LF) and shall include full compensation for furnishing all labor, materials, and incidentals involved in filling both the drilled hole and 18-INCH STEEL PIPE PILING with concrete backfill with not less than 564 pounds of cement per cubic yard. This item is designated as a Final Pay Item.

**30. BAR REINFORCING STEEL (DEBRIS BARRIERS)**

Comply with Section 52 of the Caltrans Standard Specifications and the technical specifications included herein. Payment for Reinforcement Steel in Debris Barriers will be measured by the pound (LB) of BAR REINFORCING STEEL (DEBRIS BARRIERS), calculated from the total volume of bar reinforcing steel within the 36-INCH CIDH CONCRETE PILING, as shown in the plans. Payment shall include full compensation for furnishing all labor, materials, and incidentals involved in placing steel reinforcement. This item is designated as a Final Pay Item.

**31. HARDWARE (DEBRIS BARRIERS)**

Comply with Section 75 of the Caltrans Standard Specifications and the technical specifications included herein. Payment for HARDWARE (DEBRIS BARRIERS) will be measured as a lump sum (LS). Payment shall include full compensation for furnishing all labor, tools, materials, and incidentals to install the debris barrier saddles, straps, and pipe sleeves.

32. Supplemental Work (Additional Water Pollution Control)

Additional water pollution control measures may be directed by the Engineer. This would be supplemental work paid for in accordance with Section 9-1.04. In no case will this be paid for unless the project scope has changed and the work has been explicitly directed by the Engineer.

33. Supplemental Work (Engineer Directed Surplus Material)

The Engineer may direct you to haul rocks and boulders from surplus material to a District owned stockpile location. This would be supplemental work paid for in accordance with Section 9-1.04.

34. Supplemental Work (Additional Rock Breaking)

Comply with the plans, Section 19, and 72 of the Caltrans Standard Specifications, and the technical specifications included herein. This item will include the work necessary to break rocks greater than 6' diameter to facilitate transport or bedrock removal as required to construct the improvements shown on the plans and described herein. This would be supplemental work paid for in accordance with Section 9-1.04. In no case will this be paid for unless the work has been explicitly directed by the Engineer. For bedrock removal, the Contractor is required to supply a hoe ram and a 335 Excavator or larger equipment during the excavation, sorting, and replacement items of work. Cost of mobilization, idle time, and demobilization of this equipment should be included in the other items of work and no additional payment will be made. Use of this equipment for rock breaking and bedrock removal will be paid for on a force account basis only when this work is being performed.

35. Supplemental Work (Additional Streambed Material)

If existing streambed material does not provide sufficient gradation and roughness, the existing surface will be replaced to a depth of 3.0 ft, or greater as field directed, under Supplemental Work (Additional Streambed Material).

Between the grouted rock cutoff walls, from station "SYC" 1+20 to "SYC" 2+20.7, if existing streambed material does not provide sufficient gradation and roughness, the existing surface will be replaced. Upstream of the retaining walls, from station "SYC" 2+20.7 to "SYC" 5+08.0, if existing streambed material does not provide sufficient gradation and roughness within the low flow channel, the existing surface will be replaced.

This would be supplemental work paid for in accordance with Section 9-1.04. In no case will this be paid for unless the work has been explicitly directed by the Engineer. The lump sum (LS) bid item price for Supplemental Work (Additional Streambed Material) will be costed as STREAMBED MATERIAL and the volume placed will be measured in the field as placement area and placement depth. Payment will also include the cost of additional overexcavation and haul-off of additional surplus.

36. Supplemental Work (Imported Borrow)

If there is not suitable material onsite due to a quality issue or lack of a specific gradation of material, import of material may be directed by the Engineer. This would be supplemental work paid for in accordance with Section 9-1.04. In no case will this be paid for unless the project scope has changed and the work has been explicitly directed by the Engineer. The Contractor is responsible under other items of work to accomplish the excavation, sorting, stockpiling, mixing, handling, and placing rock and soil materials; if the Contractor at their own convenience chooses to import material instead of these operations, there will be no additional payment made under this item or others for the import or export of material due to Contractor convenience.

**Replace *Reserved* in section 10-1.03 with:**

Jobsite activities that disturb nesting birds is prohibited between February 1<sup>st</sup> and September 15<sup>th</sup>. In order to work within this time period you must coordinate your activities with the Engineer and District Biologist. Should pre-project bird surveys indicate that nesting birds require modifications to Contractor operations, you will be required to rephase your work such that you work in areas that are not impacted by nesting birds.

No work will be allowed within the creek unless an approved diversion plan is implemented. Creek diversion is allowed only as noted in Section 13-11.

Contractor coordination and potential rephrasing of the work for any of the activities described above is to be included in the time constraints on the project and no additional compensation in working days or monetary compensation will be considered unless all work in non-impacted areas is completed and work must cease.

## 12 TEMPORARY TRAFFIC CONTROL

### **Add to section 12-1.01:**

Traffic Control System includes the development of a Traffic Control Plan, Haul Route plans, and maintaining traffic in accordance with Section 12-4. This plan will require review and approval from Santa Barbara County Transportation Department prior to implementation.

### **Replace section 12-1.04 with:**

Compliance with all requirements of all temporary traffic control as shown on the haul routes as shown in Section 7 of these specifications, and all additional traffic control required for the performance of the work shown on the plans and in these specifications including flagging should be considered as included in the lump sum payment for Temporary Traffic Control and no additional payment will be made.

Adjustments in compensation for traffic control system will be made for an increase or decrease in traffic control work if ordered and will be made on the basis of the cost of the necessary increased or decreased traffic control. The adjustment will be made on a force account basis for increased work and estimated on the same basis in the case of decreased work. A traffic control system required by change order work is paid for as a part of the change order work. This work is Supplemental Work and will be paid in accordance with section 9-1.04.

### **Add section 12-1.04A:**

#### **12-1.04A PARKING RESTRICTIONS AND POSTING FOR TOW AWAY**

All Contractor parking must be within the confines of the project site, and no additional parking will be allowed. It is not anticipated that additional areas will be necessary to post for "No Parking" and/or tow away. Should this be necessary, Contractor must make written request to the County and comply with all posting restrictions required by County of Santa Barbara transportation requirements.

### **Add to the end of section 12-3.11A(1):**

Temporary traffic control signage will be of the type shown in the plans and must conform to the standard specifications.

### **Add to the first paragraph of section 12-3.11C(1):**

Place signs that clearly designate trucks will be entering and exiting the Project site(s) at a location visible 250 feet prior to each exit/entrance to the Project. These signs must be placed in a safe location of minimal collision risk and face on-coming traffic from the roadside so that they are clearly visible and reflective.

## 13 WATER POLLUTION CONTROL

### **Add to the end of section 13-1.01A:**

The specifications in Section 13 for water quality monitoring apply to all work activities whenever they occur in water.

### **Add section 13-1.03A(1):**

#### **13-1.03A(1) Drainage Control**

The proposed project is designated as a Risk Level 2 project is adjacent to the San Ysidro Debris Basin, and natural San Ysidro Creek drainage course, which runs perennially and conveys and/or captures storm flow and natural debris. 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, in a manner that causes no ponded water to accumulate at low points, and in a manner which poses no potential hazard to persons or property and is conformance with all permits required for this project. You will not be allowed to divert stormwater to surface streets. 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.

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**Add to section 13-4.03G:**

**13-4.03G Dewatering**

If dewatering activities are needed by you in order to perform basin excavation or placement of grouted rock or outlet structure, 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](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).

**Replace Section 13-4.04 with:**

**13-4.04 Payment**

All costs for dewatering the work area as required to construct the improvements and compliance with PLACs for dewatering and diversion plans, installation, construction, maintenance, removal, and disposal shall be included in TEMPORARY CLEAR WATER DIVERSION SYSTEMS and no additional payment made therefor.

**Add to the end of section 13-6.02A:**

Block nets are restricted to a max size of 0.25-inch.

**Replace section 13-12 with:**

**13-12 TEMPORARY CREEK DIVERSION SYSTEMS**

**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 into a temporary pipe to allow construction equipment and trucking access across the creek and debris basin area. Install temporary culvert and clear water diversion in accordance with Caltrans Construction Site BMP Manual BMP NS-5 and these special provisions. Temporary diversion pipe must comply with section 13-12.02.

No construction shall occur in the flowing water. Construction of water diversion shall be part of the mobilization on the project and first items of work prior to work being performed in the basin. Temporary water diversion pipe and cofferdams must be furnished, installed, maintained, and later removed as necessary to complete the proposed improvements, as specified in these special provisions and as directed by the Engineer.

The creek channel upstream and downstream of construction activity shall be dammed temporarily to prevent water from entering the reach under construction. A diversion pipe shall be installed in the creek to convey any creek water around the construction area for discharge downstream of the construction activity.

Prior to installing temporary clear water diversion pipe, you must submit to the Engineer for review and approval a shop drawing which details the materials, sizes and specific locations of the contractor's proposed temporary clear water diversion pipe and cofferdams as well staging and sequencing of the proposed project work, per Section 13-12.01C.

Comply with permits, licenses, agreements and certificates, including date restrictions in the PLACs provided in the Information Handout.

### 13-12.01B Definitions

**FHWA:** Federal Highway Administration

**HY-8:** A culvert hydraulic analysis software designed to automate FHWA culvert design methods

**MSDS:** Material Safety Data Sheet

**TCDSP:** Temporary Creek Diversion System Plan

### 13-12.01C Submittals

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

Proposed Temporary Creek Diversion System Plan (TCDSP) must be submitted for approval at least 21 days in advance of construction for review and approval by Flood Control and the permitting agencies. 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. The TCDS design must demonstrate how it will comply with Section 13-12.03A, water tightness, and prevent seepage.
9. Include noise abatement methods for any pumps, generators, or other equipment that may operate outside of standard work hours as part of the dewatering/diversion system and plan. Methods must reduce pump, generator, or other equipment noise to 50 dBA at 150 feet from the source. If there is excess noise beyond the stated threshold, additional noise abatement may be required. Compliance with Santa Barbara County Code of Ordinances section 40-2 required.

The water diversion plan needs to be submitted to the District so they can review and submit to the regulatory agencies for approval. 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.

Submit an electronic copy and 4 printed copies of the authorized TCDSP.

### 13-12.02 MATERIALS

#### 13-12.02A General

Used materials may be installed provided the used materials are good, sound and are suitable for the purpose intended, as determined by the Engineer.

#### 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 use material per Section 13-12.02A of these technical provisions. Upon removal of bags, material will not be emptied into the project area unless approved by the District.

### **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

### **13-12.02E Block Netting**

Block netting used in the prevention of fish and aquatic wildlife from entering the Project site during creek diversion practices and construction shall have a square mesh dimension of 1/4-inch max.

## **13-12.03 CONSTRUCTION**

### **13-12.03A General**

Construction, use and removal of the TCDS is restricted to the driest months. Wetted channel work should be completed no later than November 30<sup>th</sup>. If the work cannot be completed during the initial restricted time period, remove TCDS, and restore the creek to original flow condition.

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 creek channel upstream and downstream of construction activity shall be dammed temporarily to prevent water from entering the reach under construction. A diversion pipe shall be installed in the creek to convey any creek water around the construction area for discharge downstream of the construction activity. It is the responsibility of the contractor to estimate the flow rate that their diversion system can handle.

### **13-11.03B Excavation & Backfill**

Excavation and backfill for temporary diversion pipe shall be performed in a manner that will provide adequate support for the pipe with a firm, non-settling foundation.

### **13-12.03C Removal**

When no longer required for the work as determined by the Engineer, temporary diversion pipes and coffer dams shall be removed. Removed facilities shall become the property of the Contractor and shall be removed from the site of the work.

Trenches and pits caused by the removal of temporary diversion pipes and cofferdams shall be backfilled in conformance with the provisions in the second paragraph of Section 15-1.02, "Preservation of Property," of the Standard Specifications.



### 13-12.04 PAYMENT

Temporary Creek Diversion Systems are paid for by lump sum (LS) as full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in temporary diversion pipe and cofferdams, including the development and submittal of the "Temporary Water Diversion Plan," as specified in the Standard Specifications and these special provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

Temporary diversion pipe and cofferdams that are damaged from any cause during the progress of the work shall be repaired or replaced by the Contractor at the Contractor's expense.

All costs for dewatering the work area as required to construct the improvements and compliance with PLACs for dewatering and diversion plans, installation, construction, maintenance, removal, and disposal shall be included in this item and no additional payment made therefor.

Damages to the work area, partially constructed improvements, public or private property caused by inadequate diversion pipe or cofferdams shall be repaired by the contractor and no additional compensation will be allowed therefor.

In the event anticipated creek flows caused by forecasted storm events would exceed the diversion capacity of the temporary diversion pipe, removal and reconstruction of the Temporary Creek Diversion System will be performed by the Contractor will no additional payment made therefor.

## 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 Environmental Manager is **Andrew Raaf, (805) 722-7250**.

Replace section 14-12.04 Reserved with:

The County and contractors will commit to avoiding, minimizing, or mitigating for adverse effects during construction activities.

The Contractor shall comply with all applicable mitigation measures/environmental commitments, reasonable and prudent measures, and terms and conditions as stated in the project approval documents and project permits. The Contractor is responsible for obtaining and complying with all applicable environmental permits and commitments required by Federal, State, regional, and local environmental laws and regulations. All references to the applicant shall mean the Contractor.

### From SBA 27145-R5

**1.4 Project Site Entry.** Permittee agrees that CDFW personnel may enter the project site at any time during implementation in accordance with site safety and security protocols to verify compliance with the Agreement.

**2.19 Steelhead Seasons.** No work shall be conducted within the flowing or ponded water within the stream, which has potential to support steelhead. (Once a satisfactory diversion and dewatering system is implemented, work within the creek channel may be performed)

County Flood Control to provide biological monitoring; contractor responsible for dewatering-diversion design, implementation, and management in coordination w/ County Environmental. Clear-water flow must be maintained downstream.

**2.33 Work Area Boundary.** Work area boundaries shall be delineated by posting signs, staking, flagging, temporary fencing, or otherwise clearly marking.

**2.21 Vegetation Removal.** Except as addressed in this Agreement, no native vegetation with a DBH in excess of three (3) inches shall be removed or damaged without prior consultation and approval of a CDFW representative.

**2.34 Remove Temporary Flagging.** Fencing, and Barriers. Permittee shall remove all temporary flagging, fencing, and/or barriers from the project site and vicinity of the stream upon completion of project activities.

**2.36 Heavy Equipment in Wetted Areas.** Heavy equipment shall not be operated in wetted areas (including but not limited to creek channels, ponded, flowing, or wetland areas). Once the creek is diverted/dewatered, then heavy equipment can operate in the channel.

**2.37 Equipment and Vehicle Leaks.** Any equipment or vehicles driven and/or operated within or adjacent to the stream shall be cleaned prior to entering the stream, checked, and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life including oil, grease, hydraulic fluid, soil, and other debris. In addition, equipment shall be cleaned daily to ensure nonnative species are not introduced into mitigation areas, or spread between project sites. Cleaning of equipment shall take place outside of the stream. No equipment maintenance or fueling shall be done within or near any stream channel where petroleum products or other pollutants from the equipment may enter these areas. Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream shall be positioned over drip pans. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak.

**2.38 Building Material Storage.** Staging areas shall be located outside of streams and associated stream habitats. If this is not feasible, BMPs shall be properly installed and used so that no project building material, project activities equipment, or contaminants of any kind shall pass into the waters of the state. Impacts to riparian vegetation from build-out of the staging area shall be considered temporary and shall be mitigated by revegetation of the area with locally native species.

**2.39 Minimize Vehicle Parking.** Vehicles may enter and exit the work area as necessary for project activities, but may not be parked overnight in areas other than the staging area, existing parking lots or driveways within ten (10) feet of the drip line of any trees; nor shall vehicles be parked where mechanical fluid leaks may potentially enter the waters of the State.

**2.40 Pollution and Litter Laws.** Permittee shall comply with all litter and pollution laws. All contractors, subcontractors and employees shall also obey these laws and it shall be the responsibility of Permittee to ensure compliance.

**2.41 Spills.** The clean-up of all spills shall begin immediately. CDFW shall be notified immediately by Permittee of any spills and shall be consulted regarding clean-up procedures.

**2.42 Wet Concrete.** If concrete or any cement product is used for project activities, no concrete or any cement product may be poured if measurable rain is forecasted within 15 days. If any concrete is poured after November 1st, a quick cure ingredient shall be added to the concrete mix to ensure a faster set or drying time. Cement and concrete shall not be poured within 150 feet of a stream during the rainy season. Cement shall not be poured in or near a flowing stream, to reduce the potential for significant adverse impacts to the stream, water, or biota without prior approval. To prevent the release of materials that may be toxic to fish and other aquatic species, the poured concrete structure(s) shall be isolated from water and allowed to dry/cure for a minimum of 30 days. As an alternative, the Permittee shall monitor the pH of any water that has come into contact with the poured concrete. If this water has a pH of 9.0 or greater, the water shall be pumped to a tanker truck or to a lined off-channel basin and allowed to evaporate or be transported to an appropriate facility for disposal. During the pH monitoring period, all water that has come in contact with poured concrete shall be isolated and not allowed to enter the water or otherwise come in contact with fish and other aquatic resources. The water shall be retested until pH values become less than 9.0. Once this has been determined, the area no longer needs to be isolated. Results of pH monitoring shall be made available to CDFW upon request. A non-toxic substance that can buffer the pH shall be made available on site to use if any contamination to water occurs.

**2.43 Pollution, Sedimentation, and Litter.** No bark, slash, sawdust, rubbish, project activities waste, cement or concrete or washings thereof, asphalt, paint, oil or other petroleum products or any other substances which could be hazardous to aquatic life, or other organic or earthen material from any logging, project activities, or other associated project-related activity, shall be allowed to contaminate the soil and/or enter into or placed where it may be washed by rainfall or runoff into, waters of the State. Any of these materials, placed within or where they may enter a stream or lake, by Permittee or any party working under contract, or with the permission of Permittee, shall be removed immediately. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high water mark of any stream or lake. Project activity waste mentioned above includes large chunks of concrete rubble not attached to riprap and boulders. Minor chunks of concrete attached to riprap and boulders is acceptable.

Concrete Washout areas shall not release concrete or wash water into the site and shall be kept in tidy, serviceable condition. Silty/turbid water from dewatering or other activities shall not be discharged into the stream.

Such water shall be settled, filtered, or otherwise treated prior to discharge. The Permittee's ability to minimize turbidity/siltation shall be the subject of pre-construction planning and implementation.

**2.34 Wash water:** Water containing mud, silt, or other pollutants from equipment washing or other activities, shall not be allowed to enter a lake or flowing stream or placed in locations that may be subjected to high storm flows.

**2.44 Rock, Gravel, and/or Other Materials.** Rock, gravel, and/or other materials shall not be imported to, taken from, or moved within the bed or banks of the stream, except as addressed in this Agreement. Water shall not be pumped from the channel except as authorized for dewatering/diversion as coordinated with County Environmental

**2.46 Diversion Plan.** The Permittee shall submit for approval a detailed water diversion plan to CDFW and County Flood Control as soon as **feasible after project award for a 30-day review period prior to diversion/dewatering installation.** All pumps, if used, shall be screened with 1/8" or smaller mesh size. The diversion/dewatering system shall remain in place and functional throughout the construction period. Any failure to the diversion/dewatering system or pumps shall be repaired immediately. Permittee shall divert flow in a manner that prevents turbidity, siltation, or pollution and provides flows to downstream reaches. Flows to downstream reaches shall be provided during all times that the natural flow would have supported aquatic life. Said flows shall be sufficient quality and quantity, and of appropriate temperature to support fish and other aquatic life both above and below the diversion. Flow velocities shall be maintained at levels acceptable to fish species. Normal flow shall be restored to the affected stream immediately upon completion of work at that location.

**2.48 Weather Limitations.** Permittee's activities within the stream course shall be limited to the dry period of the year, when the stream is not actively flowing, **and/or** when no measurable rain (1/2 of an inch) with 50% or greater probability is forecasted within 24 hours. If measurable rain with 50% or greater probability is predicted within 24 hours of project activities, all activities within stream habitats shall cease and protective measures to prevent siltation/erosion shall be implemented/maintained. No work shall be conducted within stream habitats during rain events.

**2.49 Post-Storm Event Inspection.** After any storm event, Permittee shall inspect all sites scheduled to begin or continue project activities within the next 72 hours. Corrective action for erosion and sedimentation shall be taken as needed. National Weather Service 72-hour weather forecasts shall be reviewed prior to the start of any phase of the project that may result in sediment runoff to the stream, and project activities plans adjusted to meet this requirement. The National Weather Service forecast can be found at: <http://www.nws.noaa.gov>.

**2.51 Trash Receptacles.** Permittee shall install and use fully covered trash receptacles with secure lids (wildlife proof) to contain all food, food scrapes, food wrappers, beverage and other miscellaneous trash. Permittee shall pick up all debris and waste daily.

**2.57 Best Management Practices.** Permittee shall actively implement Best Management Practices (BMPs) to prevent erosion and the discharge of sediment and pollutants into streams during project activities. BMPs shall be monitored and repaired if necessary to ensure maximum erosion, sediment, and pollution control. Permittee shall prohibit the use of erosion control materials potentially harmful to fish and wildlife species, such as mono-filament netting (erosion control matting) or similar material, within and adjacent to stream habitats. All fiber rolls, straw waddles, and/or hay bales utilized within and adjacent to the project site shall be free of nonnative plant materials. Fiber rolls or erosion control mesh shall be made of looseweave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread.

**2.60 Inspection of Project Equipment.** Permittee shall inspect all vehicles, tools, boots, and other project-related equipment and remove all visible soil/mud, plant materials, and animal remnants prior to entering and exiting the project site and/or between each use in different streambeds.

## **From Certification 34217WQ07**

### **Scheduling**

1. The District shall conduct maintenance activities within waters of the State beginning no earlier than August 1 and ending no later than December 15, except as described below:
  - a. The District may conduct herbicide application beginning on May 1, subject to the conditions of this Certification.

- b. The District may conduct limited maintenance activities within constructed channels, modified creek reaches, and detention/sedimentation basins beginning on June 1, subject to the conditions of this Certification and the following:
    - i. The District shall obtain prior written approval from Central Coast Water Board staff in accordance with Technical Condition Q.3;
  - c. If the District determines a need to conduct additional activities outside the August 1 to December 15 work window, the District shall submit a written request to Central Coast Water Board staff. The request shall identify the proposed maintenance activities, describe the need for maintenance, and specify the length of the requested work window extension. Requests for work window extensions shall be submitted to Central Coast Water Board staff at least 21 days prior to the beginning of the requested extension. The District shall not commence the proposed maintenance activity until written approval has been obtained from Central Coast Water Board staff.
2. After October 1, sediment and erosion control measures shall be kept at work sites and immediately available for installation. At any time, if the National Weather Service predicts a 30% or more chance of 0.5 inches of rain, all maintenance activities except brushing and limbing within waters of the State shall cease and the site manager shall install effective sediment and erosion control measures. Between August 1 and December 15, maintenance activities may resume in waters of the State if site conditions are dry enough to continue work and erosion and sediment control measures prevent discharges to waters of the State. Work may occur when some surface water is present, but best management practices (BMPs) must be implemented to prevent discharges to waters of the State.

#### **Management of Excavated Sediment/Material**

- 1. The staging area must be far enough away from surface waters so that project materials cannot be washed by rainfall or runoff into waters of the State. All maintenance, refueling, and washing of equipment must occur in staging area.
- 2. Runoff from staging areas must be subjected to adequate filtration (e.g., vegetated buffer, straw wattles, or silt screens) before entering waters of the State.
- 3. The Contractor may temporarily stockpile excavated materials prior to disposal or reuse, provided that appropriate State and Federal regulations are met and BMPs are implemented to protect water quality and beneficial uses. Onsite stockpiled materials shall be fully contained with appropriate BMPs to prevent any wind or water transport, and loaded into trucks for offsite disposal within two calendar weeks. During the wet season, stockpiled materials shall be covered and surrounded with perimeter sediment control BMPs (such as straw wattles or fiber rolls). The excavated materials may also be temporarily stockpiled at an offsite location. Offsite stockpiles shall be covered and surrounded with perimeter sediment control BMPs as necessary to ensure that excavated materials remain stable and sediment or decant water from the excavated materials does not contact waters of the State.
- 4. The Contractor shall have equipment and supplies onsite (or readily available nearby) that can be quickly deployed to provide additional filtration if turbidity is observed.

#### **R. Notification, Inspections and Training**

- 1. All personnel who engage in construction activities or their oversight at the project site (superintendent, construction manager, foreman, crew, contractor, biological monitor, etc.) shall attend trainings on the conditions of this Certification and how to perform their duties in compliance with those conditions. Every person shall attend training each year prior to the beginning of maintenance activities for the year. Trainings shall be conducted by a qualified individual with expertise in 401 Water Quality Certification conditions and compliance.

#### **U. General Provisions**

- 5. All construction vehicles and equipment used on site shall be well maintained and checked daily for fuel, oil, and hydraulic fluid leaks or other problems that could result in spills of toxic materials.
- 6. All vehicle fueling and vehicle maintenance activity shall occur at least 100 feet away from waterways and in designated staging areas, unless a requested exception made on a case by case basis has received prior written approval by Central Coast Water Board staff.

**Measurement and Payment:** Mitigation measures included above or in the project permits that do not have a specific Bid Item associated with the work are to be included in the Lump Sum bid item and Schedule of Values for Jobsite Management.

## 15 EXISTING FACILITIES

**Delete the 7th paragraph of section 15-1.03B and add:**

Removed concrete must be removed and disposed of offsite.

## DIVISION III EARTHWORK AND LANDSCAPE

**Add prior to section 17:**

### Bid Items and Applicable Sections

Item code	Item description	Applicable section
170103	CLEARING AND GRUBBING	17
193013	STRUCTURE BACKFILL (RETAINING WALL)	19
194001	EXCAVATION	19
194001	SURPLUS MATERIAL	19-2

## 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.

**Add to Section 17-2.03A:**

Clear and grub County-owned property. Do not use the County-owned property after clearing and grubbing, is complete unless authorized. Clearing and grubbing off the job site is change order work. Any trees shown not to be removed within the work limits shall be protected in place.

**Replace the 4th paragraph in Section 17-2.03A with:**

Clear and grub vegetation only within the excavation and embankment slope lines.

The payment quantity includes all work for clearing and grubbing the Project site. Payment also includes all required disposal of the clearing and grubbing.

## 19 EARTHWORK

**Add the following to the end of the 2nd paragraph of section 19-1.01A:**

The project site is located in a debris flow area. Buried man-made objects and large boulders are expected to be in the excavation area, and excavation, removal, and disposal will be required.

**Add to Section 19-2.01B:**

**overexcavation:** excavation beyond proposed finish grade necessary for placement of finish materials

**Replace the 2nd, 3rd, and 4th paragraphs of section 19-2.03B with:**

Dispose of surplus material. Ensure enough material is available to complete all Grouted Rock, Streambed Material, Rock Band, and Large Woody Debris items of work before disposing of it.

Material recovered during excavation for use as grouted rock slope protection and cut-off walls must undergo quality control and comply with the gradations and material requirements specified in Section 72 of these Special Provisions and the Standard Specifications. Dispose of material that fails quality control.

Material recovered during excavation for use as streambed material must undergo quality control and comply with the gradations and material requirements specified in Section 72-8 of these special provisions. Dispose of material that fails quality control.

Material recovered during excavation for use as grouted rock cutoff walls must undergo quality control and comply with the gradations and material requirements specified in the plans for grouted rock cutoff walls. Dispose of material that fails quality control.

All recovered material must be mixed by the contractor onsite or as approved by the Engineer and used in conformance with the plans. No rock shall be removed from the project site without express consent from the Engineer.

If the amount of material that fails quality control causes a material shortage, substitute with an authorized material.

**Replace Section 19-2.04 with:  
19-2.04 PAYMENT**

Excavated material is to be reincorporated into the site work for Grouted Rock, SBM, Rock Bands, and Large Woody Debris structural rocks to the maximum extent possible, and surplus material is to be disposed of by the Contractor. Contact the Engineer before disposing of any surplus rock material. A theoretical estimate from surface measurements and subgrade measurements of the cubic yards (CY) of cut, fill, placement (Grouted Rock/Rock Bands) and haul-off is provided in the table below. The quantities assume the GROUTED ROCK, ROCK BAND, and SBM material required to complete the bid items as shown in the plans and as described in the specifications herein will consist of onsite excavated material (or Cut). The remaining material will be removed and disposed of by the Contractor as SURPLUS MATERIAL.

	<b>Cut<sup>1</sup> (CY)</b>	<b>Fill<sup>3</sup> (CY)</b>	<b>Required Grouted Rock/ Rock Band<sup>4</sup> (CY)</b>	<b>Net Haul-off<sup>5</sup> (CY)</b>	<b>Net Haul-off<sup>6</sup> (TON)</b>
<b>Subtotal</b>	<b>4,981</b>	<b>480</b>	<b>1,372</b>	<b>3,129</b>	<b>5,632</b>

<sup>1</sup> Cut includes EXCAVATION (3,193 CY), overexcavation<sup>2</sup> (1,372 CY), REMOVE GROUTED ROCK (416 CY).

<sup>2</sup> Overexcavation is the quantity removed to place GROUTED ROCK and ROCK BAND bid items.

<sup>3</sup> Fill includes SBM material required to fill low areas to finish grade.

<sup>4</sup> Required Grouted Rock/Rock Band includes GROUTED ROCK and ROCK BAND bid items.

<sup>5</sup> Net Haul-off = Cut – Fill – Required Grouted Rock/Rock Band

<sup>6</sup> Net Haul-off (TON) = Net Haul-off (CY) \* 1.8 (TON/CY)

The bid item quantity of SURPLUS MATERIAL will be paid for on an actual tonnage (TON) basis. The Contractor is required to provide an acceptable method of weighing onsite. This can be loaders or trucks equipped with scales, or a portable scale at the site, or the Contractor can propose another method for District review prior to hauling and disposing of material.

See Section 72-10 of these special provisions provides additional specifications and estimates regarding the required GROUTED ROCK, SBM, and ROCK BANDS. You must use all acceptable excavated rock from the Project site to satisfy part or all of the required GROUTED ROCK, SBM, ROCK BANDS, and LARGE WOODY DEBRIS structural rock placement as shown on the plans before importing any rock from a source approved by the Engineer under the supplemental bid item "Imported Borrow". Importing rock is change order work and paid under Supplemental Work (Imported Borrow). Rock bid items shall consist of material recovered from EXCAVATION, REMOVE GROUTED ROCK, and overexcavation for placement of finish materials. In the event more rock is available than required for use in placement of rock items, you will continue to use rock native to the

San Ysidro Debris Basin Improvement Project site until the supply of acceptable excavated rock is depleted or placement of the required rock bid items has been completed as shown on the plans.

EXCAVATION activities will not be required to remove exposed bedrock within 18 inches of finish grade and shall grade around exposed bedrock to approximate the flowline on the provided plans and profiles and per the discretion of the Field Engineer.

The Contractor may deviate from the lines and grades shown on the plans to incorporate bedrock outcroppings and exposed bedrock into the placement of finish materials and to form the pool depressions. Deviation of more than 18 inches will require consent from the Engineer. Deviations from the proposed finish grade must not be cumulative and the constructed finish grade must meet finish grade within the plans once every 40-ft to 50-ft. A 1-ft drop to proposed finish grade is acceptable.

Bedrock outcroppings that span the thalweg width or extend greater than 75% of the bankfull width will require Supplemental Work (Additional Rock Breaking) to provide a meandering low flow notch and boulders D84 or larger along the edges to simulate the reference reach as provided in the Field Manual.

Exposed bedrock shall be evaluated for roughness by the County Field Engineer for equivalency to the reference reach bedrock roughness as provided by the Field Manual. When the Engineer finds deficient roughness, breaking and chipping of the bedrock will be required to form additional roughness. The Contractor must not place any finish materials until the exposed bedrock has been inspected by the County Field Engineer. Specifications for placement of finish materials are provided in Section 72-8, Section 72-10, and Section 72-11 of these special provisions.

For purposes of this contract, the final pay bid items for EXCAVATION and REMOVE GROUTED ROCK Shall include full compensation for furnishing all labor and incidentals involved in excavating for the retaining wall area from existing grade to proposed subgrade (structure excavation, see Section 19-3), and for the remainder of the project site from existing grade to proposed finish grade; payment for overexcavation from proposed finish grade to proposed subgrade will be included in the replacement items of work as described in Section 72, and will include the cost to clean, sort, handle, and mix overexcavated materials. Payment for additional overexcavation and haul-off of additional surplus as part of Supplemental Work items will be paid for under the Supplemental Work.

The cubic yard (CY) bid item price for EXCAVATION and REMOVE GROUTED ROCK includes excavating, separating, stockpiling, cleaning, sorting, moving, and processing of rock that is to be reincorporated into the work and not incorporated into the work. These are Final Pay items of work. Changes to bid items will only be made if the lines and grades shown on the plans are changed. The payment quantity for these respective items is the theoretical volume of cut material in cubic yards (CY).

For purposes of this contract, the SURPLUS MATERIAL bid item price includes onsite handling, weighing, loading, hauling, and disposing of unsuitable material, excess rock, bedrock, and earthen materials onsite. The payment quantity for SURPLUS MATERIAL is the weight of material in tons (TONS) that will need to be hauled off and disposed of based on EXCAVATION, REMOVE GROUTED ROCK, STEAMBED MATERIAL, GROUTED ROCK, and ROCK BAND bid items as shown in Section 19 and Section 72 of the standard specifications and these special provisions.

At the option of the Engineer, the Flood Control District may retain possession of rock and boulders in the surplus material and direct you to haul this material to a District owned stockpile area, which will be paid for under the Supplemental Work (Engineer Directed Surplus Material) bid item. All other SURPLUS PLUS MATERTIAL must be legally disposed of by you.

The embankment fill material is estimated to be large rock material with backfill similar to the natural streambed material on-site. The material may contain concrete, debris, organics, and other foreign matter that is unsuitable to be reincorporated into the project and will be necessary to export and dispose. The project site is located in a debris flow area. The Contractor should be aware that bedrock or very large boulders will be encountered in the project area. These boulders may be broken down for use as GROUTED ROCK or SBM at the discretion of the Contractor and Engineer. In some locations excavation into the bedrock to meet finished grade or to provide trenching and stabilization of grouted rock slopes, cutoff walls, or large rock material will be required. It is possible buried man-made objects and other foreign material not suitable to be reused as GROUTED ROCK or SBM will be scattered within the grading limits for which removal and disposal will be required as part of excavation work subject to the specifications held within Section 19 of the standard specifications and the special provisions

herein.

The Supplemental Work (Additional Rock Breaking) includes the cost of excavation, presplitting, breaking, and trenching into bedrock within the basin, channel and at the outlet structure as shown on the plans. The location of bedrock throughout the Project site is unknown and not considered in the estimate of SURPLUS MATERIAL. Bedrock encountered when constructing the Project through the existing embankment will also be paid under the "Additional Rock Breaking" supplemental bid item. Excavated bedrock material is not suitable to be incorporated into the work. Large Boulders greater than 6' diameter encountered may be broken down to manageable size which will also be paid under the "Additional Rock Breaking" supplemental bid item. See Section 19-4.05, LARGE BOULDER EXCAVATION & ROCK BREAKING, of these special provisions.

**Add to the end of section 19-3.01A:**

STRUCTURE BACKFILL (RETAINING WALL) includes constructing the drain in wall. The systems must comply with Section 51-1.03E(7).

**Replace *Reserved* in section 19-3.03A with:**

Where shown, remove material below the bottom of retaining wall footings. Replace the material with Class 2 AB and compact it as specified for structure backfill in section 19-3.03E. The relative compaction must be at least 95 percent.

**Replace the 2<sup>nd</sup> paragraph of section 19-3.04 with:**

The upper limit for structure excavation is the original ground surface. The lower limit is a plane at the bottom of the completed footings or structures. The horizontal limits are vertical planes 1-ft outside the neat lines of the structure or footing.

**Replace the 6<sup>th</sup> paragraph of section 19-3.04 with:**

The cubic yard (CY) quantity of material excavated to construct the retaining walls is paid under the final pay bid item EXCAVATION and shall conform to section 19-3.03B(6) in addition to the standard specifications.

**Add to Section 19-3.04:**

The in wall drain system as shown on the plans will be paid for under STRUCTURE BACKFILL (RETAINING WALL). The cubic yard (CY) quantity of STRUCTURE BACKFILL (RETAINING WALL) is a final pay item and will not be adjusted for an increase in depth of up to 2 feet from that shown on the plans.

**Add section 19-4.05:**

**LARGE BOULDER EXCAVATION & ADDITIONAL ROCK BREAKING**

**19-4.05A General**

**19-4.05A(1) Summary**

Section 19-4.05 includes specifications for excavating large boulders with an average dimension greater than 6-feet and rock breaking for Supplemental Work (Additional Rock Breaking).

**19-4.05A(2) Definitions**

**Large Boulder:** Rock with an average dimension greater than 6-feet.

**Presplitting:** Establishing a free surface or shear plane in rock along the specified excavation slope, as shown in the plans, by the controlled use of a chemical expander or hydraulic splitter in appropriately aligned and spaced drilled holes.

**Chemical Expander:** Expansive compound which cracks rock more silently than explosives; presplitting required.

**Hydraulic Splitter:** Machine that exerts force using a cylinder to expand and crack rock more silently than explosives; presplitting required.

**Hydraulic Hammer:** A hydraulic powered percussion hammer compatible with excavators; used for rock breaking and bedrock trenching.

**19-4.05B Materials**

Boulders with an average dimension greater than 6-feet found too large to remove may need to be broken in order to facilitate their excavation from within the finish grade. Additional Rock Breaking will be required between original ground and finish grade where bedrock is encountered. Subgrade and overexcavation is likely to



encounter bedrock and will require Additional Rock Breaking.

#### **19-4.05C Construction**

Contractors are responsible for removing boulders from within the limits of excavation that are 6-feet in average dimension or less. Large boulders with an average dimension of 6 feet or greater that are visible or partially visible during the pre-bid job walk are the contractor's responsibility to relocate, remove, and dispose of; including any breaking necessary to facilitate the contractor's handling and management of these boulders.

In the event that large boulders with an average dimension greater than 6-feet, which are not visible or partially visible at the time of the pre-bid job walk, are found to be too large to remove, the contractor may be directed to break these boulders into boulders between 4-ft to 6-ft average diameter, in order to facilitate moving of the boulders. Remove boulders found within the Finish Grade grading plane. At the discretion of the Engineer, these boulders may be broken down to conform with the gradations for the GROUTED ROCK and SBM bid items specified within these special provisions.

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 shall comply with Section 19-6, Embankment Construction.

Borings and exposed outcroppings suggest bedrock will be encountered between stations "SYC" 0+75 to "SYC" 2+50. It is expected bedrock will be encountered through the embankment and within the basin. Where bedrock is encountered at or above finish grade, the Contractor is to remove bedrock to finish grade as directed by the Engineer and provided in Section 19-2 of these special provisions, until adequate roughness is achieved; boulder clusters, ROCK BANDS, and SBM material greater than 3.0-ft in diameter will be placed in accordance with Section 72-11 of these special provisions.

The contractor is responsible to furnish a 335 or larger excavator equipped with a hoe ram during excavation activities. This equipment may be used for other items of work, and will only be paid for under Supplemental Items of work when specifically performing rock breaking or bedrock removal. Mobilization, demobilization, and idle time of this equipment will not be paid for under supplemental items of work, but should be included in other items of work.

Use of explosive charges during Supplemental Work (Additional Rock Breaking) is prohibited due to residential proximity. Excavation equipment shall be selected accordingly. The contractor is encouraged to use excavators outfitted with hydraulic hammers and presplitting practices alongside chemical expanders or hydraulic splitters for oversized rock breaking and bedrock trenching.

#### **19-4.05D Payment**

Solely the breaking activity of large boulders will be considered as Supplemental Work (Additional Rock Breaking) and will be paid in accordance with Section 9-1.04 and 19-4. Where bedrock is encountered at or above finish grade at the proposed outlet structure location, within the channel, or within the basin, excavation, presplitting, breaking, and trenching activities will be considered Supplemental Work (Additional Rock Breaking).

Moving of the boulders after breaking into an average dimension of less than 4-ft to 6-ft and backfilling of voids is considered as included in the unit price paid for the various items of work and no additional compensation will be allowed therefore. Payment as supplemental work will only be utilized when different means and methods need to be employed in order to manage and dispose of large boulders with an average dimension of 6-ft or greater, and in no event will the contractor be paid to break these boulders to an average dimension of less than 4-ft, unless such limit is deemed infeasible by the Engineer.

The contractor will not be paid for over-excavation into bedrock beyond what is shown on the plans and profiles, unless the quantity of GROUTED ROCK and SBM changes as the direct result of updates to the lines and grades shown on the plans.

#### **Replace the first paragraph of section 19-5.03B with:**

Compact earthwork to a relative compaction of a least 90 percent for at least a depth of 2.5 feet below the finished grade.

#### **Replace the second and third paragraph of section 19-5.03B with:**

Compact cut-slopes to a relative compaction of at least 85 percent.

**Add to section 19-5.03B:**

Recompact scarified subgrades to a relative compaction of at least 95 percent.

**DIVISION IV SUBBASES AND BASES**

**Add prior to section 23:**

**Bid Items and Applicable Sections**

Item code	Item description	Applicable section
260203	AGGREGATE BASE BACKFILL (CLASS 2)	26

**DIVISION VI STRUCTURES**

**Add prior to section 45:**

**Bid Items and Applicable Sections**

Item code	Item description	Applicable section
490406A	36-INCH DRILLED HOLE	49
490550A	18-INCH STEEL PIPE PILING	49
490535A	12-INCH STEEL PIPE TOP RAIL	49
490604A	36-INCH CIDH CONCRETE PILING	49
510060	STRUCTURAL CONCRETE (RETAINING WALL)	51
520101	BAR REINFORCING STEEL (RETAINING WALL)	52
520101A	BAR REINFORCING STEEL (DEBRIS BARRIERS)	52

**45 GENERAL STRUCTURES**

**Add section 45-2:**

**DEBRIS RACKS**

**45-2.01 GENERAL**

**45-2.01A Summary**

Section 45-2 includes specifications for debris racks (Debris Barriers).

**45-2.01B Definitions**

**Vertical Element:** 18-inch vertical steel pipes to block large woody debris and boulders

**Horizontal Element:** 12-inch horizontal top rail pipe for structural reinforcement

**CIDH Concrete Pile:** Cast-in-drillhole vertical concrete piles to secure debris rack (barrier) vertical elements

**Cover:** The least distance between the surface of embedded bar reinforcing steel and the outer surface of the concrete

**Bar Reinforcing Steel:** Deformed bar steel reinforcement for the CIDH piles

**45-2.02 MATERIALS**

**45-2.02A General**

Horizontal elements will be 12-inch steel pipe, ASTM A572 Grade 60, with a minimum wall thickness of 0.375 inches. The vertical elements will be 18-inch steel pipe, ATSM A572 Grade 60, with a minimum wall thickness of 0.375 inches, set in 36-inch CIDH Concrete Piles. The Vertical Elements will be filled with concrete to top of pipe.

Bar Reinforcing Steel in the CIDH Concrete Piles will consist of #4 hoops and #6 bars.

The use of steel materials shall conform to Section 55 "Steel Structures" of the standard specifications. The use of

18-inch steel pipe and CIDH Concrete Piling shall conform to Section 49 "Piling" of the standard specifications. The use of concrete shall conform to Section 51 "Concrete Structures" of the standard specifications. The use of concrete for CIDH Concrete Piling shall conform to Section 49-3 "Cast-In-Place Concrete Piling" of the standard specifications. The use of bar reinforcing steel shall conform to Section 52 "Reinforcement" of the standard specifications.

Concrete for the 18-inch steel pipe and CIDH Concrete Piles shall have not less than 564 pounds of cement per cubic yard and a minimum 30-day compressive strength of 3,600 psi and conform to Section 90 CONCRETE of the standard specifications.

Submittals and Quality Assurance shall conform to the standard specifications.

### **45-2.03 CONSTRUCTION**

#### **45-2.03A General**

##### **45-2.03A(1) General**

The split debris rack (barrier) shall be constructed as detailed in the plans and shall conform to the standard specifications and these special provisions.

##### **45-2.03A(2) Horizontal Elements**

The 12-INCH STEEL PIPE TOP RAIL horizontal elements will be welded from multiple pipe segments, reinforced with pipe sleeves, and connected to the vertical elements using a saddle and strap as shown on the plans.

##### **45-2.03A(3) Vertical Elements**

See the DEBRIS BARRIER STANDARD DETAIL for pile designations. The 18-INCH STEEL PIPE PILING will be set in the CIDH concrete piles 6.75 ft deep where at piles 1A, 2A, 3B, and 4B. The piles will be set 11.75 ft deep at 5A and 1B. Pile 3A will be set 7.75 ft deep. Pile 4A and 2B will be set 14.75 ft deep. The debris rack Vertical Elements will extend above finish grade such that the top rail will be 8 ft above the channel flowline. Pile dimensions are shown on Plan Sheet 14 Debris Barrier Standard Detail. The Vertical Elements will be filled with concrete to top of pipe.

##### **45-2.03A(4) CIDH Concrete Pile**

The concrete piles will be reinforced as specified in the plans. The start of the CIDH concrete pile is top of bedrock.

The minimum CIDH Concrete Pile length is 7 ft below bedrock at piles 1A, 2A, 3B, and 4B. The minimum length is 12 ft at piles 5A and 1B. The minimum length is 8 ft at pile 3A. The minimum length is 15 ft at pile 4A and 2B. If bedrock is exposed at finish grade, the top of CIDH pile is at finish grade. If bedrock is exposed below finish grade, the top of CIDH pile is top of bedrock and backfill to finish grade with SBM. CIDH pile dimensions and max pile depths are shown on Plan Sheet 14 Debris Barrier Standard Detail.

### **45-2.04 PAYMENT**

#### **45-2.04A Measurement & Payment**

Payment for BAR REINFORCING STEEL (DEBRIS BARRIERS) is measured by the pound (LB) and is a Final Pay item. Payment for 36-INCH CIDH CONCRETE PILING is measured by the linear foot (LF) and is a final pay item. Payment for 36-INCH DRILLED HOLE is measured by the linear foot (LF).

Payment for HARDWARE (DEBRIS BARRIERS) shall be measured as lump sum (LS) based on the cost to reinforce and anchor the top rail. Payment shall include full compensation for furnishing all labor, tools, materials, and incidentals to install the debris barrier saddles, straps, and pipe sleeves.

Payment for the 12-INCH STEEL PIPE TOP RAIL horizontal elements shall be measured by the pound (LB) calculated from the dimensions of the rolled section and total length of horizontal elements as shown in the plans using the weight of steel of 490 pounds per cubic foot. Payment shall include all labor, tools, materials, and incidentals to complete the installation of horizontal elements as shown in the plans.

Payment for the 18-INCH STEEL PIPE PILING vertical elements shall be measured by the pound (LB) calculated from the dimensions of the pipe section and total length of vertical elements, including embedded portions within the concrete piles as shown in the plans, using the weight of steel of 490 pounds per cubic foot. Payment shall include all labor, tools, materials, and incidentals to complete the installation of vertical elements as shown in the plans.

Payment for the debris rack (barrier) CIDH concrete piles will be included in the bid items for LF 36-INCH

DRILLED HOLE, LF of 36-INCH CIDH CONCRETE PILING, LB of BAR REINFORCING STEEL (DEBRIS BARRIERS). Payment for 36-INCH CIDH CONCRETE PILING shall include full compensation for furnishing all labor, materials, and incidentals involved in filling both the drilled hole and 18-INCH STEEL PIPE PILING with concrete backfill with not less than 564 pounds of cement per cubic yard as shown in the plans.

## 51 CONCRETE STRUCTURES

### Replace the 1st Paragraph of Section 51-1.03E(7) with:

Where shown, construct hydrostatic pressure relief holes near the bottom of walls centered within each footing step segment. Hydrostatic pressure relief holes shall be covered on both sides of retaining wall with 1/4-inch mesh, 0.025-inch-diameter aluminum or galvanized steel wire hardware cloth. Mount hardware cloth in forms before pouring concrete or fasten the cloth to the exterior concrete surface with masonry nails. Pervious backfill material shall conform to Section 19-3.02D of the Standard Specifications.

### Replace the 2nd Paragraph of Section 51-2.01B(1) with:

Premolded expansion joint filler must comply with ASTM D1751.

Expanded polystyrene must be commercially available polystyrene board with (1) a flexural strength of at least 40 psi when tested under ASTM C203 and (2) a compressive yield strength from 16 to 40 psi at 5 percent compression. Face the surfaces of expanded polystyrene that concrete is placed against with 1/8-inch-thick hardboard complying with ANSI A135.4. You may use other facing materials that provide equivalent protection. Secure the hardboard using nails, waterproof adhesive, or other authorized means.

## DIVISION VII DRAINAGE FACILITIES

### Add prior to section 61:

#### Bid Items and Applicable Sections

Item code	Item description	Applicable section
682042	CLASS II PERMABLE MATERIAL	68
710132	REMOVE CULVERT	71
710150	REMOVE INLET	71

## DIVISION VIII MISCELLANEOUS CONSTRUCTION

### Add prior to section 72:

#### Bid Items and Applicable Sections

Item code	Item description	Applicable section
153121A	REMOVE GROUTED ROCK	72-10
723050A	GROUTED ROCK (1/4-TON, CLASS V, METHOD A)	72-3
723160A	GROUTED ROCK CUTOFF WALL (1/4 TON, CLASS V, METHOD A)	72-3
720105A	STREAMBED MATERIAL	72-8
721103A	LARGE WOODY DEBRIS	72-11
720105A	ROCK BANDS	72-11
750502A	HARDWARE (DEBRIS BARRIERS)	75

## 72 SLOPE PROTECITON

### Replace the 2<sup>nd</sup> bullet of section 72-3.02D with:

Weep tubes must:

1. Consist of SDR 35 material.
2. Have a 4-inch nominal diameter.

### Replace section 72-8 with:

#### STREAMBED MATERIAL

#### 72-8.01 GENERAL

Streambed Material (SBM) shall be placed as fill to finish grade from station "SYC" 0+75 to "SYC" 1+20 to form the new streambed at the line and grade shown on the plans. Between the grouted rock cutoff walls, from station "SYC" 1+50 to "SYC" 2+20.7, if existing streambed material does not provide sufficient gradation and roughness,

the existing surface will be replaced in lifts to a minimum depth of 3.0' with sorted SBM. Deeper replacements for 6.0' to 8.0' rock when bedrock is less than 14% of material exposed at FG will be field directed.

The top width of the constructed channel bed shall conform to the widths shown on the plans and the surface shall be sloped a maximum of 1.5H:1V to a minimum of 4.0H:1V toward the channel centerline as shown in the typical sections and 20 ft sections provided in the plans. SBM of larger diameter shall be used to construct ROCK BANDS as shown on the plans in the SBM rock placement detail and placement will be finalized in the field.

Additional SBM shall be placed to form the boulder clusters and provide sufficient roughness and gradation where existing streambed material is field evaluated to be insufficient as specified in section 72-8.03A of these special provisions.

Specifications for incorporating bedrock into placement of SBM materials are provided in section 72-8.03A of these special provisions.

#### **72-8.01A Summary**

Section 72-8 includes specifications for the use of Streambed Material.

#### **72-8.01B Definitions**

**Streambed material (SBM):** more naturally varied rock sizes designed to simulate gradations typically found in naturally occurring streambeds

**manmade refuse:** concrete, asphalt concrete, metal, rubber, rubble, mixed debris

**native material:** rock originating from the project site

**organics:** flora, detritus, fauna

**recovered material:** rock excavated, cleaned, sorted, and mixed

**unsatisfactory material:** organics and manmade refuse are considered unsatisfactory for use in producing recovered materials and shall be removed

**Overexcavation:** excavation from proposed finished grade to subgrade elevation shown, necessary for placement of finish materials

#### **72-8.01C Submittals**

Submit a QC plan for SBM.

#### **72-8.01D Quality Assurance**

All recovered material must be mixed by the contractor onsite or as approved by the Engineer and used in conformance with the plans. No rock shall be removed from the project site without express consent from the Engineer.

#### **72-8.01E Quality Assurance Testing**

Quality control of SBM must comply with section 72-8.01F of these special provisions.

#### **72-8.01F Quality Control**

If the amount of native material that fails quality control causes a material shortage, substitute with an authorized import material. An authorized substitute brought in as imported borrow is not exempt from quality control and testing as mentioned above. Importing material is change order work.

#### **72-8.01G County Acceptance**

The County only accepts SBM as specified in section 72-8.02 of these special provisions.

#### **72-8.02 MATERIALS**

All SBM and GROUTED ROCK materials are anticipated to be native materials from onsite excavation in EXCAVATION, REMOVE GROUTED ROCK, and overexcavation for placement of finish material items of work. Haul-off of surplus is covered under the SURPLUS MATERIAL bid item. Excavated bedrock is not suitable for use as SBM or GROUTED ROCK and must be disposed of under the SURPLUS MATERIAL bid item.

**72-8.02A General**

Streambed Material shall have the following grain-size distribution by weight:

Diameter of Intermediate Axis	Proposed Mix (%)
*6.0 ft-Bedrock	14
3.0-6.0 ft	2
1.8-3.0 ft	14
0.6-1.8 ft	20
0.2-0.6 ft	25
0.084-2 in.	16
< 0.084 in. (Number 8 sieve)	9

\*Greater than 6 ft rock includes exposed bedrock outcroppings

Material smaller than 8 inches in diameter shall be made up of rounded unscreened river run rock and all material larger than 8 inches in diameter shall be angular.

ROCK BANDS, boulder clusters, and structure rocks must comply with Section 72-2.02B and must be a combination of aggregates from alluvial deposits and aggregates from quarries that are crushed from larger rock material. When suitable materials are available within the grading limits as shown on the plans, these materials must be recovered during EXCAVATION before any Supplemental Work (Imported Borrow) is authorized by the Engineer.

ROCK BANDS will consist of D84 SBM or larger rock with a minimum of 10% 6.0 ft to 8.0 ft rock or bedrock. When bedrock is encountered before full depth is achieved, 6.0 ft or larger rock will be placed and incorporated into bedrock outcroppings to ensure stability as per Section 72-11.03B(2) of these special provisions.

Boulder clusters will consist of rock larger than D84 SBM placed in a buttressed formation as per Section 72-11.03B(3) of these special provisions.

**72-8.02B Native Streambed Material**

Excavate from the streambed’s main channel for native streambed material.

**72-8.03 CONSTRUCTION**

**72-8.03A General**

Rock that is excavated from within the grading limits shall be inspected by the Engineer for suitability of the material to be reincorporated into the proposed work. Material determined to be suitable for reuse shall be cleaned of grout, processed and sorted on site to conform to the material requirements for GROUTED ROCK (1/4 TON, CLASS V), ROCK BANDS, and STREAMBED MATERIAL.

Surplus excavated rock and material that will not be reincorporated into the work shall become the property of the Contractor and shall be disposed of in conformance with the provisions in Section 7-1.13, “Disposal of Material Outside the Highway Right of Way,” of the Standard Specifications and Section 19-2 of these special provisions. No rock shall be removed from the project site without consent from the Engineer. Boulders larger than 4-ft may remain in place as part of the SBM. In the event that the amount of suitable rock derived on site is insufficient, rock shall be imported by the Contractor in accordance with Section 19 of the standard specifications and special provisions herein.

Incorporate rocks into lifts such that they protrude approximately 1/3 their diameter above finish grade. The Contractor may deviate from the lines and grades shown on the plans to incorporate bedrock outcroppings and exposed bedrock into the SBM and to form the pool depressions downstream of the ROCK BANDS as provided in Section 19-2 of these special provisions. Boulders D84 or larger shall be placed adjacent to exposed bedrock outcroppings and along the channel edges when constructing Rock Bands as provided in the Field Manual and as field directed. ROCK BAND and boulder cluster placement shall conform with the plans and Section 72-11. ROCK BAND placement will be finalized in the field and may be placed upstream of drops in grade as provided in Section 19-2 of these special provisions. Where ROCK BANDS are not placed, D84 or larger shall be placed upstream of the drop along the channel edges to simulate the reference reach as provided in the Field Manual.

Bedrock outcroppings that span the thalweg width or extend greater than 75% of the bankfull width will require

processing to provide a meandering low flow notch and boulders D84 or larger along the edges to simulate the reference reach as provided in the Field Manual and Section 19-2 of these special provisions.

Where bedrock is exposed, the Contractor must not place any SBM materials until the exposed bedrock has been inspected for sufficient roughness by the County Field Engineer.

Voids in the SBM will be filled with fine material D25 and smaller, from the proposed streambed material distribution, and tamped between lifts in order to create an impervious bed and prevent subsurface water flow during low flows. If the fines contained within the SBM mix are insufficient to form an impervious bed once compacted, at the direction of the Field Engineer, the Contractor shall place at least 1-inch of additional D25 and smaller material on the finish surface of the SBM, and tamp the filler material into the voids. Jet with a high pressure hose or flood the new streambed if directed by the Field Engineer. Addition of filler material, tamping and jetting or flooding shall be repeated, at the direction of the Field Engineer, until water at the upstream end of the new streambed remains flowing on the surface across the entire length of the new channel. No water used in jetting or flooding shall be allowed to discharge into a stream. Discharge must be treated as described in Section 10-1.02 "Water Pollution Control," of these special provisions.

#### **72-8.04 PAYMENT**

SBM is paid by the cubic yard (CY), and the payment quantity is the theoretical volume determined from the dimensions shown on the plans. The limits of the SBM will vary based on unknowns such as the depth to bedrock or the gradation and roughness of the existing SBM. Quantities of SBM will be adjusted for changes in the depth of placement as necessary. Actual depth of SBM placed should be verified and agreed upon between the Contractor and the Engineer (or their onsite Inspector) daily, and theoretical calculations of the quantities will be performed for the purposes of payment.

The initial contract quantity for STREAMBED MATERIAL is the volume required to fill to finish grade from station "SYC" 0+75 to "SYC" 1+20.

If existing streambed material does not provide sufficient gradation and roughness, the existing surface will be replaced in lifts to a minimum depth of 3.0' with sorted SBM and paid under item Supplemental Work (Additional Stream Bed Material). The bid item price shall include full compensation for furnishing all labor, tools, materials, equipment, and incidentals to replace the streambed material to a depth of 3.0 ft, or greater as field directed. In no case will this be paid for unless the work has been explicitly directed by the Engineer. Supplemental Work (Additional Stream Bed Material) will be costed as STREAMBED MATERIAL and the volume placed will be measured in the field as placement area and placement depth.

The contract price paid per cubic yard of SBM shall include full compensation for cleaning, sorting, mixing, and placement of rock that is to be reincorporated into the work, and handling of material not incorporated into the work for disposal (loading and hauling of which is paid for in SURPLUS MATERIAL). Payment for additional overexcavation and haul-off of additional surplus as part of Supplemental Work items will be paid for under the Supplemental Work.

Excavation final pay items and Grouted Rock, Rock Bands, and SBM placement quantities will not be modified if the District chooses to keep material onsite since overexcavation, handling, stockpiling, and placing activities would still need to be performed. No additional payment will be made to the Contractor for rock retained by the District.

**Replace section 72-9 with:  
72-9 REMOVE GROUTED ROCK**

**72-9.01 GENERAL**

**72-9.01A Summary**

Section 72-9 includes specifications for removal of existing grouted rock, where shown on the plans and informational handouts to be removed, shall be removed and disposed of or processed and reincorporated into the work.

**72-9.01B Definitions**

The fill beneath the embankment is estimated to be similar to the natural streambed material on-site. The Contractor should be aware that bedrock or very large boulders may be encountered in the project area. Excavation equipment shall be selected accordingly. Blasting will not be permitted. Removed rock shall be



inspected by the Engineer for suitability of the material to be reincorporated into the proposed work. Material determined to be suitable for reuse shall be cleaned of grout, processed and sorted on site to conform with Section 72-3 for GROUTED ROCK, 72-8 for SBM, and 72-11 for ROCK BANDS and boulder clusters. Section 72-11 provides additional information for the placement of finish materials. The intent is all the grouted rock will be processed and reused as part of the Project. The approximate quantity of excavated native rock required for GROUTED ROCK and SBM items of work is provided in Section 72-10 of these special provisions.

**72-9.04 PAYMENT**

The initial volumes of grouted rock removed is determined by the 1964 grouted rock embankment as-builts average thickness and the areas shown on the plans. Thickness of the rock is estimated to be +/-1.5' from the total thickness shown on the record drawings and the area of removal as shown on the plans. The final pay bid item quantity of REMOVE GROUTED ROCK applies an average depth of 2.5 ft over the grouted rock removal limits as shown on the plans. Payment will be a final pay item based on these theoretical volumes within the tolerance of the 1.5' +/- depth. Removal of grouted rock to a depth beyond 4' will be paid for as extra work. If the Contractor chooses to remove additional grouted rock shown to be protected in place, this will need to be replaced in kind at no additional expense to the contract. The contract price paid per cubic yard of remove grouted rock shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved in removing grouted rock, including cleaning, sorting and processing of rock that is be reincorporated into the work, and disposal of material not incorporated into the work, in accordance with the plans, these special provisions and as directed by the Engineer. Where REMOVE GROUTED ROCK limits shown on the plans overlap with GROUTED ROCK or SBM, overexcavation between proposed grade and subgrade volume is calculated under the REMOVE GROUTED ROCK bid item.

**Replace section 72-10 with:**

**72-10 GROUTED ROCK/SBM ROCK REQUIRED AND ESTIMATED ROCK AVAILABLE ONSITE**

**72-10.01 GENERAL**

**72-10.01A Summary**

Section 72-10 includes nonstandard special provisions for the use and payment of GROUTED ROCK, ROCK BANDS, and SBM items in construction of the San Ysidro Debris Basin Improvement Project and is supplemental to the specifications provided in Sections 19 "EARTHWORK," 72-1 "SLOPE PROTECTION," 72-2 "ROCK SLOPE PROTECTION," 72-3 "CONCRETED-ROCK SLOPE PROTECTION," 72-8 "STREAMBED MATERIAL," and 72-9 "REMOVE GROUTED ROCK."

**72-10.02 MATERIALS**

**72-10.02A General**

**72-10.02B Required Excavations, Available Onsite Rock, Import Rock, Haul-off**

The required Grouted Rock and SBM quantities are summarized in the table below:

<b>Grouted Rock Class/ SBM</b>	<b>Required (CY)</b>
Class V (Grouted slopes and cutoff walls)	1,072
ROCK BANDS	300
SBM	480
Total	1,852

The bid quantity for EXCAVATION and SURPLUS MATERIAL assumes onsite material will be available for use in all bid items related to GROUTED ROCK, ROCK BANDS and SBM for a total estimated usable quantity of 1,852 CY. This is an estimate based on the theoretical volumes calculated from lines and grades shown on the plans.

In the event less rock is available than estimated for use in placement of GROUTED ROCK and SBM related bid items, you will continue to use rock native to the San YsidroDebris Basin Improvement Project site until the supply of acceptable excavated rock is depleted before sourcing an authorized material. Importing rock is change order work and paid under Supplemental Work (Imported Borrow).

**72-10.05 PAYMENT**

EXCAVATION, REMOVE GROUTED ROCK, and SURPLUS MATERIAL bid items account for the excavation from existing grade to proposed finish grade, cleaning, sorting, handling, stockpiling, separating, and disposal of unsuitable/surplus materials while the GROUTED ROCK, ROCK BANDS and SBM related bid items account for the excavation from proposed finish grade to subgrade, sorting and cleaning of overexcavated materials, mixing, testing, handling, replacement, compaction, grouting (as applicable), filling of voids (as applicable), and

incidentals associated with completion of the placement of materials to final grade per the plans and these special provisions. Material recovered during EXCAVATION activities used for GROUTED ROCK, ROCK BANDS or SBM items will be paid for under these bid items and no additional payment will be made. Bid Item List quantities are estimated based on theoretical volumes calculated from lines and grades shown on the plans for GROUTED ROCK, ROCK BANDS and SBM items of work.

See Section 19-2.04 and 72-10.02D for estimates of the required, available, and import rock to be used for GROUTED ROCK, ROCK BANDS and SBM.

If the amount of material that fails quality control causes a material shortage and an authorized material is used as substitute, obtaining the material (material cost and delivery) is change order work. This work will be paid in accordance with Section 9-1.04. This only applies in the event that such work is ordered by the Engineer.

**Replace section 72-11 with:**

**72-11 Place Grouted Rock, SBM, Rock Bands, Boulder Clusters, & Large Woody Debris**

**72-11.01 GENERAL**

**72-11.01A Summary**

Section 72-11 includes additional nonstandard special provisions for the use of rock in construction of the STREAMBED MATERIAL, boulder clusters, ROCK BANDS, and GROUTED ROCK (1/4 TON, CLASS V) items of work and is supplemental to the specifications provided in Sections 19 "EARTHWORK," 72-1 "SLOPE PROTECTION," 72-2 "ROCK SLOPE PROTECTION," 72-3 "CONCRETED-ROCK SLOPE PROTECTION," 72-8 "STREAMBED MATERIAL," and 72-9 "REMOVE GROUTED ROCK."

**72-11.01B Definitions**

**Grouted Rock Side Slopes:** CLASS V GROUTED ROCK placed 4-feet thick with full grout penetration over the 1.5H:1V side slopes through the excavated embankment with 1/3 rock diameter protruding and weep holes which are backfilled with CLASS II PERMEABLE MATERIAL as per section 72-11.03A(1) of these special provisions. When bedrock is encountered before full depth is achieved, the slopes will be benched and roughened to form surfaces for the rock to bear on, the bedrock surface will be cleaned of loose material, the rock will be placed and assessed for stability and then grouted to bedrock.

**Grouted Rock Cut-off Walls:** CLASS V GROUTED ROCK placed into a 4-foot to 6-foot wide trench at the toe of the grouted rock side slopes to a depth of 7-feet below the invert of the triangular channel section or trenched 2-feet into bedrock with rocks protruding 1/3 their diameter into SBM and from the constructed FG as per Section 72-11.03A(2) of these special provisions.

**Rock Bands:** D84 SBM or larger rock with a minimum of 10% 6.0 ft to 8.0 ft rock or bedrock placed in a channel spanning trench as per the Field Manual and Section 72-11.03B(2) of these special provisions.

**Boulder Clusters:** A minimum of 3 rocks of SBM diameter greater than D84 placed in a buttressed formation and embedded into the streambed or placed on bedrock as per the Field Manual and Section 72-11.03B(3) of these special provisions.

**Large Woody Debris:** Logs with an intact root wad placed in a trench and backfilled with structure rocks and native material to anchor the revetment in place as per the Field Manual and Section 72-11.03C of these special provisions.

**72-11.01C Submittals**

Submit a QC plan for GROUTED ROCK, ROCK BANDS, and SBM items in accordance with Sections 72-2, 72-3, and 72-8.

**72-11.01D Quality Assurance**

The basis for acceptance of GROUTED ROCK, ROCK BANDS or SBM items is visual inspection by the Engineer after compliance with Section 72-2, 72-3, and 72-8 of the standard specification and these special provisions. Quality of GROUTED ROCK must comply with Section 72-2.02B and Section 72-3.02C of the standard specifications.

**72-11.02 MATERIALS**

Material recovered must be free of organic or other unsatisfactory material before reuse. The embankment fill material is estimated to be similar to the natural streambed material on-site. You may use the material recovered

from EXCAVATION items for the purposes of completing GROUTED ROCK items. You may use material recovered from EXCAVATION or REMOVE GROUTED ROCK for the purposes of completing ROCK BANDS and SBM items.

#### **72-11.02A Grouted Rock**

Native material recovered during removal of the grouted rock and excavation for use as GROUTED ROCK must undergo the quality control, comply with the gradations, material requirements, and placement provided in Section 72-3 of the standard specifications. Dispose of material that fails quality control, including disposal of grout and concrete from the existing grouted rock removal.

#### **72-11.02B Stream Bed Material**

Native material recovered during excavation for use as STREAMBED MATERIAL must undergo quality control and comply with the gradations, material requirements, and placement specified in Section 72-8 of these special provisions. Dispose of material that fails quality control.

##### **72-11.02B(1) SBM**

Stream Bed Material shall have the grain-size distribution by weight provided in Section 72-8.02A of these special provisions. The D25 is 2-inches and the D84 is 3.0-feet.

##### **72-11.02B(2) Rock Bands**

Native material recovered during excavation for use as ROCK BANDS must undergo quality control and comply with the gradations, material requirements, and placement specified in Section 72-8 of these special provisions. Dispose of material that fails quality control.

##### **72-11.02B(3) Boulder Clusters**

Native material recovered during excavation for use as boulder clusters must undergo quality control and comply with the gradations, material requirements, and placement specified in Section 72-8 of these special provisions. Dispose of material that fails quality control.

#### **72-11.02C Large Woody Debris**

Large woody debris logs will be provided and conveyed to the Project site by the County. Inspect the logs and root wad used as LARGE WOODY DEBRIS for defects such as cracks, splits, and rot. The bark should be intact and the wood both hard and solid. The shape shall be round and smooth to prevent additional debris capture and scour. The root wad should be free of dirt, debris, and other materials. Care shall be taken during handling to avoid damaging the root wad. The log and root wad will be inspected by the Field Engineer prior to backfilling to ensure quality. At the direction of the Field Engineer, the log may be replaced. The structure rocks used to anchor the log must comply with the rock material requirements specified in Section 72-2.02B of the Standard Specifications.

#### **72-11.03 CONSTRUCTION**

Work described under Section 72-11 must also comply with Section 19.

#### **72-11.03A Grouted Rock**

Placement method "A" is to be used for all GROUTED ROCK items as specified in Section 72-3.03C of the standard specifications and as shown in the plans, profile, and typical sections.

At the completion of slope protection work, fill voids in the footing trench with excavated material. Compaction is not required. Local surface irregularities of the GROUTED ROCK must not vary from the planned slope by more than 1 foot as measured at right angles to the protected slope or surface or at the discretion of the engineer.

##### **72-11.03A(1) Grouted Rock Slope Protection**

Rock Slope Protection, where shown on the plans as grouted rock, shall be concreted. Grouted Rock shall conform with Section 72-3, "CONCRETED-ROCK SLOPE PROTECTION," of the Standard Specifications and these special provisions.

The rock shall be flushed with water before placing the concrete to remove the fines from the rock surfaces. The rock shall be kept moist before the concreting and without placing in standing or flowing water. Concrete placed on inverts or other nearly level areas may be placed in one operation. On slopes, the concrete shall be placed in two nearly equal applications consisting of successive lateral strips about 10 feet in width starting at the toe of the slope and progressing upward. The concrete shall be delivered to the place of final deposit by approved methods and discharged directly on the surface of the rock. A metal or wood splash plate shall be used to prevent displacement of the rock directly under the concrete discharge. The flow of concrete shall be directed with

brooms, spades, or baffles to prevent concrete from flowing excessively along the same path and to assure that all intermittent spaces are filled. Sufficient barring shall be conducted to loosen tight pockets of rock and otherwise aid in the penetration of concrete to achieve the minimum grout penetration of the rock blanket. All brooming on slopes shall be uphill. After the concrete has stiffened, the entire surface shall be re-broomed to eliminate runs and to fill voids caused by sloughing. The surface finish, following the completion of concrete installation, shall consist of one-third of the rock diameter extended above the level of concrete. The exposed rock shall not have a plastered appearance. 4-inch SDR35 weep holes shall be installed every 10-feet horizontally and every 5-feet vertically. CLASS 2 PERMEABLE MATERIAL in compliance with Section 68-2.02F shall be compacted in a 1 ft x 1 ft x 1 ft cube around the weep holes before placing rock to be grouted in place. Slope Protection material will consist of a 4 ft thick layer of GROUTED ROCK (1/4-TON, CLASS V, METHOD A).

Grout penetration achieved shall be 3 ft minimum. Rock to be concreted shall be kept moist for a minimum of 2 hours before concrete is placed.

After completion of any strip or panel, no individual(s) or equipment shall be permitted on the concreted surface for 24 hours. The concreted surface shall be protected from injurious action by the sun, rain, flowing water, mechanical injury, or other potentially damaging activity.

Grouted Rock does not require compaction. See Section 72-3.03E of the standard specifications for placing concrete.

#### **72-11.03A(2) Grouted Rock Cut-off Walls**

Excavate the footing trench to a minimum width of 4-feet up to 6-feet maximum. Excavate down 7-feet below the planned flowline of the downstream channel. Where the bedrock elevation is less than 7-feet deep from the planned flowlines, the cut-off walls shall be trenched 2-feet deep into bedrock and grouted into the bedrock trench.

Rock shall be flushed with water before placing the concrete to remove the fines from the rock surfaces. The rock shall be kept moist before the concreting and without placing in standing or flowing water. The cut-off walls will consist of GROUTED ROCK (CLASS V) and approximately 1/3 their diameter shall protrude into the SBM of the channel to provide adequate relief and rock protrusion and provide interlocking connectivity with SBM materials. The Contractor is responsible for the means and methods required to provide adequate roughness and protrusion of the cutoff walls into the SBM material.

The concrete shall be delivered to the place of final deposit by approved methods and discharged directly on the surface of the rock. A metal or wood splash plate shall be used to prevent displacement of the rock directly under the concrete discharge. The flow of concrete shall be directed with brooms, spades, or baffles to prevent concrete from flowing excessively along the same path and to assure that all intermittent spaces are filled. Sufficient barring shall be conducted to loosen tight pockets of rock and otherwise aid in the penetration of concrete to ensure the concrete fully penetrates the total thickness of the rock cut-off walls. All brooming shall be upslope. After the concrete has stiffened, the entire surface shall be re-broomed to eliminate runs and to fill voids if sloughing occurs. The surface finish, following the completion of concrete installation, shall consist of one-third of the rock diameter extended above the level of concrete. The exposed rock shall not have a plastered appearance.

Grout penetration achieved to the full depth and width of the cut-off walls. Rock to be concreted shall be kept moist for a minimum of 2 hours before concrete is placed.

#### **72-11.03B Stream Bed Material**

Use of SBM in construction of the San YsidroDebris Basin Improvement Project must comply with Section 72-8 of these special provisions.

#### **72-11.03B(1) SBM**

Not used.

#### **72-11.03B(2) Rock Bands**

ROCK BANDS will be constructed of D84 STREAMBED MATERIAL or larger rock with a minimum of 10% 6.0 ft to 8.0 ft rock or bedrock placed in a channel spanning trench of 6-foot minimum depth and 3-ft bottom width. The location of the bands and rock selection will be directed by the Field Engineer. Increase depth of excavation as necessary for the selected top boulders to protrude 1/3 their diameter and backfill the trench with STREAMBED MATERIAL until finish grade as shown on the plans. When bedrock is encountered before full depth is achieved, 6.0 ft or larger rock will be placed and incorporated into bedrock outcroppings to ensure stability. Rock bands may be constructed of a combination of exposed bedrock outcroppings, embedded boulders of 6.0 ft to 8.0 ft in

diameter (if less than 14% bedrock), and 3.0 ft or larger SBM material. When bedrock is encountered before the full embedment depth is achieved, place ROCK BANDS as per the Field Manual and at the direction of the Field Engineer. See Plan Sheet 13 for construction details.

### **72-11.03B(3) Boulder Clusters**

Boulder clusters will be constructed of a minimum of 3 rocks of SBM diameter greater than D84 placed in a buttressed formation. The clusters will be placed within 6 ft of the channel flowline and the locations will be directed by the Field Engineer. Excavate into existing streambed material a minimum of 6 ft while providing a bottom width large enough, such that the selected bottom boulders contact the bottom. Increase depth of excavation as necessary for the selected top boulders to protrude 1/3 their diameter and backfill the hole with STREAMBED MATERIAL until finish grade as shown on the plans. When bedrock is encountered before the full embedment depth is achieved, place boulder clusters on bedrock as per the Field Manual and at the direction of the Field Engineer. See Plan Sheet 13 for construction details.

### **72-11.03C Large Woody Debris**

LARGE WOODY DEBRIS will be constructed of logs with a root wad diameter of 1.5 to 2.0 ft placed in a trench 75% of its length at a 40 to 60 degree skew from top of pilot channel bank, such that the wad protrudes into the channel and faces slightly upstream. Trench width is determined based on log and structure rock diameter. The trench bottom will slope down and away from the pilot channel bank at 5H:1V. Structure rocks will consist of 4.0 ft or larger diameter boulders, placement of which will be directed by the Field Engineer.

Embed bottom structure rocks into the trench floor such that they pinch the log in place. Place additional structure rocks forming a band around the top of log.

A minimum of 4 structure rocks must contact the log and have an additional 2 points of contact from the following options:

- Rock-to-rock contact
- Rock-to-trench embedment

The remaining structure rocks that form the band will lock-in those with log contact through rock-to-rock contact and compaction of backfill.

The Field Engineer will inspect the condition of the log and root wad prior to backfilling the trench. If cracking, splitting, stripping of bark, or damage to the root wad occurred during construction, the Field Engineer will determine if replacement is necessary to prevent early failure of the revetment. Backfill the trench with native material in lifts and compact to 80% relative compaction. Observe and adjust structure rocks during each compaction, as necessary, to ensure they do not become dislodged or lose contact points. See Plan Sheet 15 for construction details.

### **72-11.04 PAYMENT**

Payment for GROUTED ROCK and SBM items shall comply with Section 72-10 of the special provisions herein.

Boulder clusters and are paid under the bid item STREAMBED MATERIAL as part of the SBM mix.

Grouted Rock (Bid Items 20 and 21) are paid by the cubic yard (CY), and the payment quantity is the theoretical volume determined from the dimensions shown on the plans. Since the limits of these items could vary based on the depth of bedrock, the volume of the Grouted Rock that is not placed will not be measured or paid for. Quantities of Grouted Rock will be adjusted for changes in depth of placement necessary. Actual depth of Grouted Rock placed should be verified and agreed upon between the Contractor and the Engineer (or their onsite Inspector) daily, and theoretical calculations of quantities will be performed for purposes of payment.

The cubic yard (CY) bid item price paid for grouted rock items shall include full compensation for furnishing all labor, materials, mulch, tools, equipment, and incidentals, and for doing all the work involved in moving, hauling, and placement, grouting to full depth, and finishing complete and in place as shown on the plans including the materials, labor, and placement of the 4" HDPE weep holes within the grouted rock side slopes, as specified in these special provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

The contract price paid per cubic yard (CY) of Grouted Rock and ROCK BANDS shall include full compensation for overexcavation from proposed grade to subgrade, cleaning and sorting overexcavated material, mixing, and both handling of the rock that is to be reincorporated into the work and the material not incorporated into the work for disposal (loading and hauling of which is paid for in SURPLUS MATERIAL).

The contract price paid for each (EA) LARGE WOODY DEBRIS revetment shall include full compensation for labor, incidentals, trenching from proposed grade to subgrade, handling and placement of the rock to be reincorporated into the work, handling and placement of the logs provided by the County, backfilling with native material, and compaction of backfill. Furnishing of materials, tools, and equipment is paid under other various items of work and no additional compensation will be allowed therefore.

## DIVISION XI MATERIALS

Add prior to section 89:

### Bid Items and Applicable Sections

Item code	Item description	Applicable section
510060	STRUCTURAL CONCRETE (RETAINING WALL)	90

# STANDARD DETAILS AND PLANS LIST

<u>Description</u>	<u>Standard Number</u>
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**STATE DEPARTMENT OF TRANSPORTATION**

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

Abbreviations	A10A and A10B
Symbols	A10C - A10E
Limits of Payment for Excavation and Backfill	A62B
– Bridge Surcharge and Wall	