

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



**NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS**

FOR

**ORCUTT SOLOMON BASIN
OUTLET MODIFICATIONS
IN THE UNINCORPORATED AREAS OF SANTA BARBARA COUNTY
IN THE 4TH SUPERVISORIAL DISTRICT**

UNDER:

Bid Book dated 3/24/2026

Standard Specifications dated 2023

Standard Plans dated 2023

COUNTY PROJECT NO. OR2401

BID OPENING LOCATIONS:

PlanetBids

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

**BID OPENING TIME AND DATE:
2:00 PM on Wednesday, April 29, 2026**

Electronic Advertising Contract

**CHRISTOPHER SNEDDON
DIRECTOR OF PUBLIC WORKS**

NOTICE TO BIDDERS AND SPECIAL PROVISIONS

ORCUTT SOLOMON BASIN OUTLET MODIFICATIONS IN THE UNICORPORATED AREAS OF SANTA BARBARA COUNTY IN THE 4TH SUPERVISORIAL DISTRICT

COUNTY PROJECT NO. OR2401

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

Signed by:
Thomas Conti
FCD51AD5980B4C3...

3/24/2026 | 11:07 AM PDT

THOMAS CONTI
REGISTERED ENGINEER

DATE



DocuSigned by:
Matt Griffin
2E185D56570A456...

3/24/2026 | 11:08 AM PDT

MATT GRIFFIN
SECTION MANAGER
(APPROVAL RECOMMENDED)

DATE

DocuSigned by:
Walter Rubalcava
2745EDA75D27485...

3/24/2026 | 11:21 AM PDT

WALTER RUBALCAVA
DEPUTY DIRECTOR OF FLOOD CONTROL DISTRICT
(APPROVED)

DATE

BOB NELSON
BOARD OF DIRECTORS, CHAIR

DATE

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NOTICE TO BIDDERS

Bids open at **2:00 PM** on **Wednesday, April 29, 2026** for:

ORCUTT SOLOMON BASIN OUTLET MODIFICATIONS IN THE UNINCORPORATED AREAS OF SANTA BARBARA COUNTY IN THE 4TH SUPERVISORIAL DISTRICT

COUNTY PROJECT No. **OR2401**

General project location: Orcutt Solomon Basin is east of the intersection of California Blvd/North Broadway Street and Hartnell Road.

General project work description: The work includes, but is not limited to, abandonment and removal of existing drainage facilities, earthwork and grading, construction of cast-in-place steel reinforced concrete structures, installation of storm drain piping, and fabrication, installation of metal drainage racks and rock slope protection placement.

The Plans, Specifications, and Bid Book are available at <https://www.planetbids.com/portal/portal.cfm?CompanyID=43874>.

The Contractor must have either a Class A license or any combination of the following Class C licenses which constitutes a majority of the work: C-8, C-12

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 **55 Workings Days**.

The estimated cost of the project is \$ 800,000

A optional pre-bid meeting is scheduled for this project on Tuesday, April 14, 2026, at 9:00 AM at the Project Site: North Broadway at Hartnell Rd.

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

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of PCC Section 4104, 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 Labor Code (LAB) Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by the Business and Professions Code (BPC) Section 7029.1 or by PCC Section 10164 or 20103.5 provided the contractor is registered to perform public work pursuant to LAB Section 1725.5 at the time the contract is awarded.

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. 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/>.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications, or estimate must be submitted as a bidder inquiry by 2:00 PM on 04/23/2026. 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 the District's PlanetBids website.

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 06/10/2025.

Walter Rubalcava
Deputy Director of Public Works, Santa Barbara County Flood Control District

COPY OF BID ITEM LIST

COUNTY PROJECT NO		PROJECT NAME			
OR2401		ORCUTT SOLOMON OUTLET MODIFICATIONS			
BASE BID ITEMS					
ITEM NO	F	ITEM CODE	DESCRIPTION	QUANTITY	UNIT
1		130100	JOB SITE MANAGEMENT	1	LS
2		130200	WATER POLLUTION CONTROL PROGRAM	1	LS
3		170103	CLEARING AND GRUBBING	1	LS
4	F	190101	EARTHWORK AND FINAL GRADING	340	CY
5		192032	STRUCTURE EXCAVATION (ROCK SLOPE PROTECTION)	40	CY
6	F	192037	STRUCTURE EXCAVATION (RETAINING WALL)	100	CY
7		193013	STRUCTURE BACKFILL (RETAINING WALL)	80	CY
8		510060	STRUCTURE CONCRETE, RETAINING WALL	35	CY
9		510081	STRUCTURE CONCRETE, SLAB	10	CY
10	F	520101	BAR REINFORCING STEEL	70000	LB
11		641113	24 INCH PLASTIC PIPE	30	LF
12		650411	18 INCH REINFORCED CONCRETE PIPE (CLASS IV)	87	LF
13		710102	ABANDON CULVERT	1	LS
14		710150	REMOVE INLET	1	LS
15		721820	REMOVE CONCRETE (CHANNEL SLOPE PAVING)	1	LS
16		723055	ROCK SLOPE PROTECTION (1/4 T, METHOD B)	80	TON
17		75010X	INLET RACK (APWA STD 361-2)	1	LS
18		839521	CABLE RAILING	52	LF

F – Final Pay Item

FLOOD CONTROL DISTRICT PROVISIONS

The work provided herein must be performed in accordance with the *Caltrans Standard Specifications, dated 2023*. The *Standard Specifications* are incorporated herein by reference.

MODIFICATIONS TO STANDARD SPECIFICATIONS

DIVISION I GENERAL PROVISIONS

1 GENERAL

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

CMIS: Content Management Interoperability Services (C-MIS.com)

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 (CA) Flood Control and Water Conservation 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 acting by and through its Department of Public Works; its authorized representatives.

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

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

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

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

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

Holiday: Holidays are shown in the following table:

Holidays	
Holiday	Date observed
Every Sunday	Every Sunday
New Year's Day	January 1st
Birthday of Martin Luther King, Jr.	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
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, June 19th, July 4th, or November 11th falls on a Sunday, the Monday following is a holiday. If January 1st, June 19th, 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

Remove section 1-1.08:

Add to section 1-1.11:

Websites, Addresses, and Telephone Numbers

Reference or agency or department unit	Website	Address	Telephone number
Department of Industrial Relations Prevailing Wage Rates	https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html		
Caltrans, Division of Design	https://dot.ca.gov/programs/design		
PlanetBids	https://www.planetbids.com/portal/portal.cfm?CompanyID=43874	PlanetBids COUNTY OF SANTA BARBARA PUBLIC WORKS DEPARTMENT FLOOD CONTROL DISTRICT	(805) 568-3440
County Municipal Code	https://www.municode.com/library/CA/Santa_Barbara_County		
Flood Control Construction Manager		CONSTRUCTION MANAGER Kasey Kump	805-803-8786
Flood Control Project Manager		PROJECT MANAGER Thomas Conti 130 East Victoria Street Santa Barbra, CA 93102	805-884-8074

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

Replace section 1-1.12 with:

1-1.12 MISCELLANY

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

2 BIDDING

Replace 2-1.04 with:

2-1.04 PREBID MEETING

A sign-in sheet will be used to identify the attendees. Each bidder must include the name and title of the company representative attending the meeting. A County representative will announce the start and end of the meeting.

The Department may hold a single prebid meeting for more than one contract. Sign the sign-in sheet for the contract you intend to bid on. If you are bidding on multiple contracts, sign each sign-in sheet for each contract you intend to bid on. The sign-in sheets, with the names of all companies in attendance at each prebid meeting, will be made available at the website shown on the *Notice to Bidders* for bidder inquiries.

The meeting will provide small businesses, including DVBES and DBEs, the opportunity to meet and interact with prospective bidders in an effort to increase their participation in the performance of contracts.

The successful bidder is required to report each small business hired to work on this Contract as a result of the meeting.

Replace section 2-1.06A with:

2-1.06A General

The *Bid Book* includes bid forms and certifications.

The Notice to Bidders, Special Provisions, Bid Book, project plans, and any addenda to these documents are available at District's PlanetBids website.

Caltrans Standard Specifications, Standard Plans and Revised Standard plans are available at State of California, Department of Transportation (Caltrans) Division of Design 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 District's PlanetBids website.

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 must either submit the percentage of each bid item subcontracted with your bid or 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.

Add after the 1st paragraph in section 2-1.12A:

2-1.12 DISADVANTAGED BUSINESS ENTERPRISES

2-1.12A General

Take necessary and reasonable steps to ensure that DBEs have the opportunity to participate in the contract (49 CFR 26).

Replace section 2-1.15 with:

2-1.15 DISABLED VETERAN BUSINESS ENTERPRISES

Not Used

Replace section 2-1.18 with:

2-1.18 SMALL BUSINESS AND NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCES

Not Used

Replace section 2-1.27 with:

2-1.27 CALIFORNIA COMPANIES

Not Used

Replace section 2-1.33A with:

2-1.33A General

Complete the forms in the *Bid Book*. Include required forms for each proposed subcontractor. Use the forms provided by the Department except as otherwise specified for a bidder's bond.

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

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.

For Federal-Aid projects, submit *Bid Book* DBE Commitment, Confirmation, and Good Faith Efforts (DBE forms) to the County Project Manager under section 2-1.33B.

For a contract with a DBE goal, as shown on the Notice to Bidders, DBE forms are required.

For a contract without a DBE goal, as shown on the Notice to Bidders, DBE forms are optional.

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

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 2-1.34 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 District
3. Certified check made payable to the District
4. Signed bidder's bond by an admitted surety insurer made payable to the 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*. Bidder's bond bearing original signatures must be received by Project Manager before expiration of the following day.

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.

Add to section 2-1.43:

If the project has additive bid items or additive groups, the lowest responsible bidder will be determined in accordance with Public Contract Code Division II, Part 3, Chapter 1, Section 20103.8, Subdivision (c) and as follows:

3. The project funding amount will be disclosed before the first bid is opened.
4. The lowest responsible bidder will be determined on the basis of the Total Base Bid plus Total Additive Items or Total Base Bid plus Total Additive Groups, if any.
5. In the event that all bids including Total Base Bid plus Total Additive Items or Total Base Bid plus Total Additive Groups exceeds the project funding amount, the lowest bid will be determined on the basis of the Total Base Bid plus those additive items or Total Base Bid plus those additive groups that, when taken in numerical order from the additive list, and added to the Total Base Bid are less than or equal to the funds available.

Add to section 2-1.46:

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 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:

3-1.02 CONSIDERATION OF BIDS

3-1.02B Tied Bids

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 District. 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 District 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 District 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.

Replace section 3-1.08 with:

3-1.08 SMALL BUSINESS PARTICIPATION REPORT

Not Used

Replace section 3-1.11 with:

3-1.11 PAYEE DATA RECORD

Not Used

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

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:

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 District 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 if not posted with the project bid documents.

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 from 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 Standard specifications
 - 1.6 Revised standard plans
 - 1.7 Standard plans
 - 1.8 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 the beginning of section 5-1.09A:

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

Replace the 4th item of the 4th paragraph in section 5-1.13B(2) with:

4. Listed DBE fails or refuses to perform the work or furnish the listed materials. Failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination.

Replace sections 5-1.13C and 5-1.13D with:

5-1.13C-5-1.13D Reserved

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.

Submit a copy of your policy.

Replace the 3rd paragraph of section 5-1.23A with:

Submit action and informational submittals to the Engineer through the District's construction management portal at Content Management Interoperability Services (C-MIS.com)

The District provides access to C-MIS.com system:

1. Accounts and user identification to your assigned representatives
2. CMIS is available to train upon request - after a representative has received training

Each representative must maintain a unique password.

Replace the 2nd item in list in the 4th paragraph of section 5-1.23A with:

- 2 Federal Project Number, if any

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).

Replace section 5-1.23B(3):

5-1.23B(3) 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 the introductory paragraph for the 2nd paragraph in section 5-1.27B with:

For at least 4 years after the later of these, retain cost records, including records of:

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

Submit change order bills to the 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).

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.

Add to section 5-1.37A:

Nothing in this section relieves you from the requirements of section 5-1.36.

Replace section 5-1.37B(1) with:

Size and weight limitations in Vehicle Code Div 15 may not be exceeded for any bridges open to traffic without prior approval of the Engineer. In addition, County maintains structures that are load rated. You must verify that you do not exceed the load carrying capacity of the structures you intend to cross, or you have obtained a valid County Transportation Permit. You may be required to strengthen, or to provide testing and/or calculations satisfying integrity and safety of the structure under the proposed loading. The County's Bridge Permit Load Restriction List is available at https://www.countyofsb.org/uploadedFiles/pwd/Content/Roads/2020_Bridge_Permit_Restriction.pdf.

Replace section 5-1.43 with:

5-1.43 POTENTIAL CLAIMS AND DISPUTE RESOLUTION

You must comply with 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

Replace the 3rd paragraph in section 6-1.02 with:

The Engineer orders the return and disposal of surplus Department-furnished material.

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 6-1.06 with:

6-1.06 Reserved

Replace the 5th paragraph of section 6-2.01A with:

The Department's independent assurance program is described in the County's Quality Assurance Program dated August 2019. For the program go to:

<https://cosantabarbara.box.com/s/9amrlhz5z21pim1sb7wlvmyyu6mvt8lv>

Replace sections 6-2.01E and 6-2.01F with:

6-2.01E — 6-2.01F Reserved

Replace the 1st paragraph of section 6-2.02D with:

Submit 1 copy of each authorized QC plan.

Add to section 6-2.03B:

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

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

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

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

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

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

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add to section 7-1.02I with:

7-1.02I(3) 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.

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 5th and 6th paragraphs of section 7-1.02K(3) with:

Submit certified payroll to CMIS.

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 will normally be between the hours of 7:00 a.m. and 5:00 p.m., excluding Saturdays, and holidays. 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. These adjustments to the Contract price may be made periodically as authorized. 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.

Add to section 7-1.02K:

7-1.02K(7) 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 District 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 District 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 District employee for a joint contractor worker interview. The Compliance Group Representative will be issued an identification card by the District 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.

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

Replace section 7-1.02M(2) with:

7-1.02M(2) Fire Protection

Obtain the location(s) and phone number(s) of the nearest fire station(s) to the job site(s) from the Santa Barbara County Fire Department. Post the names and phone numbers at a prominent place at the job site.

Inform the nearest fire station of planned schedule of work, including, but not limited to:

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

Submit a copy of your fire prevention plan required by Cal/OSHA as an informational submittal before the start of job site activities.

Cooperate with fire prevention authorities in performance of the work.

Immediately report fires occurring within and near the project limits by dialing 911 and to the nearest fire suppression agency by using the emergency phone numbers retained at the job site.

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.

Obtain the emergency phone numbers of the California Department of Forestry and Fire Protection unit headquarters, United States Forest Service ranger district office, and U.S. Department of Interior Bureau of Land Management field offices. Submit these phone numbers to the Engineer before the start of job site activities. Post the agencies names and emergency phone numbers at a prominent place at the job site.

Hydrocarbon-fueled engines, both stationary and mobile, must be equipped with spark arresters pursuant to Pub Res Code § 4442 except for either of the following:

1. Motor trucks, truck tractors, buses, or passenger vehicles
2. Equipment powered by properly maintained exhaust-driven turbo-charged engines or equipped with scrubbers with properly maintained water levels

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 accessing the facility.

Locate flammable materials at least 50 feet away from equipment service, parking, and gas or 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.

Before clearing and grubbing, clear a fire break at the outer limits of the areas to be cleared and grubbed. Where clearing and grubbing limits allow, use a minimum fire break width of 20 feet. Each area to be cleared and grubbed must be cleared and kept clear of flammable material such as dry grass, weeds, brush, downed trees, oily rags and waste, paper, cartons, and plastic waste.

Cal Fire, USFS, and BLM have established the following adjective class ratings for 5 levels of fire danger for use in public information releases and fire protection signing: "low," "moderate," "high," "very high," "extreme." Obtain the fire danger rating daily for the project area from the nearest Cal Fire unit headquarters, USFS ranger district office, or BLM field office. Monitor the National Weather Service daily forecasts for "fire weather watches" and "red flag warnings" covering the project's locations.

If the fire danger rating is "very high" or a "fire weather watch" is issued, then:

1. Falling of dead trees or snags must be discontinued.
2. No open burning is permitted and fires must be extinguished.
3. Welding must be discontinued except in an enclosed building or within an area cleared of flammable material for a radius of 25 feet.
4. Blasting must be discontinued.
5. Smoking is allowed only in automobiles and cabs of trucks equipped with an ashtray or in cleared areas immediately surrounded by a fire break unless prohibited by other authority.
6. Vehicular travel is restricted to cleared areas except in case of emergency.

If the fire danger rating is "extreme" or a "red flag warning" is issued, take the precautions specified for a "very high" fire danger rating or a "fire weather watch" issuance, except:

1. Smoking is only allowed in automobiles and cabs of trucks equipped with an ashtray.
2. Work of a nature that could start a fire requires that properly equipped fire guards be assigned to such operation for the duration of the work.

The Engineer may suspend work wholly or in part due to hazardous fire conditions. The days during this suspension are non-working days. If field and weather conditions become such that the work is suspended, section 7-1.02M(2) will not be enforced for the period of the suspension.

Replace section 7-1.02M(4) with:

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

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

American Medical Response, Santa Barbara County Contact Information

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

Replace section 7-1.02M(5) 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 to provide the project location(s) and road closure schedule.

Replace section 7-1.02P with:

7-1.02P(1) General

Comply with The Code of the County of Santa Barbara California (the Code) a codification of the County ordinances.

County Ordinances are available at the County Municipal Code website (https://library.municode.com/ca/santa_barbara_county/codes/code_of_ordinances?nodeId=ADCO) and at County offices located at 123 East Anapamu Street, Santa Barbara, CA 93101 or 620 W. Foster Road Santa Maria, CA 93455.

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 sections 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 County Ordinance 1491, Sec. 28-49 of the Code.

Replace section 7-1.05 with:

7-1.05 INDEMNIFICATION

7-1.05A General

You must indemnify, defend (with counsel reasonably approved by District) and hold harmless 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 District on account of any claim except where such indemnification is caused by the active negligence, sole negligence, or willful misconduct of the District.

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

You must notify 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 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 \$5,000,000 per occurrence and \$10,000,000 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. **Contractors’ Pollution Legal Liability and/or Asbestos Legal Liability:** (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
5. **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 and Builder’s Rick policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR 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 the CONTRACTOR’S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR’S insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 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 insurance and shall not contribute with it.

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

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

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

7-1.06D Enforcement

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

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

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

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

7-1.06E Self-Insurance

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

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

8 PROSECUTION AND PROGRESS

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

The District will issue you a Notice to Proceed after the Contract has been awarded, and establish the first Contract Working Day with you. The Notice to Proceed will list the first Contract Working Day, 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 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

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.

Replace section 9-1.16G with:

9-1.16G Prompt Progress Payment to Subcontractor

In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors

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 Supervisors is not required. This may be extended by mutual agreement.

For claims requiring action by the Department Board of Supervisors, 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.

Replace section 9-1.22 with:

9-1.22 Reserved

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. 2022-0057-DWQ) 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.

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:

A SWPPP must comply with the California Stormwater Quality Association (CASQA) Construction BMP Handbook/Portal at <http://www.cabmphandbooks.com/>. A WPCP must comply with the Department's Water Pollution Control Program (WPCP) Preparation Manual and must be prepared using the latest template posted on the Construction stormwater website.

Add to the end of section 13-3.01A:

The District will obtain a WDID for the Project under the Construction General Permit in California Water Boards Storm Water Multiple Application & Reporting Tracking System (SMARTS) and complete the 'Owner Info,' 'Developer Info,' and 'Billing Info tabs.' The District pays for the initial WDID application fee.

You are responsible for completing all other project tabs in SMARTS and uploading all required documentation and reports. Provide your SMARTS user identification information to the Engineer; the District will link this person to the Project in SMARTS as a 'Data Entry Person.'

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.

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*.

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

5 CONTROL OF WORK

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

Where State-owned areas have been designated for Contractor's use beneath bridge structures, 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 the end of section 5-1.32:

Personal vehicles of your employees must not be parked within the highway except between 7 am and 5 pm.

6 CONTROL OF MATERIALS

Replace section 6-1.03B with:

6-1.03B Submittals

6-1.03B(1) General

Not Used

6-1.03B(2) Work Plan

For local material, such as rock, gravel, earth, structure backfill, pervious backfill, imported borrow, 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(3) 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(4) Sample and Analysis

Sample and analyze local material from a (1) noncommercial source or (2) a 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 materials.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Delete the 24th paragraph of section 7-1.04.

8 PROSECUTION AND PROGRESS

Replace the row for *Schedule* in the table in the 2nd paragraph of section 8-1.03 with:

Schedule	Baseline schedule and weekly statement of working days report
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Add to section 8-1.04A:

The contractor should expect for work to commence the first week of August.

Replace the 4th and 5th paragraphs of section 8-1.05 with:

The Engineer issues a weekly statement of working days report by the end of the following week. If you disagree with a weekly statement of working days report, submit an RFI within 5 business days of receipt of the report.

The weekly statement of working days report shows:

1. Working days and non-working days during the reporting week
2. Time adjustments
3. Calculations of work completion dates, including working days remaining
4. Controlling activities

Delete the 6th paragraph of section 8-1.05.

DIVISION II GENERAL CONSTRUCTION

10 GENERAL

Add to section 10-1.01:

Bid Items and Applicable Standard Specification Sections

Item code	Item description	Applicable section
130100	Job Site Management	13
130300	Prepare Storm Water Pollution Prevention Plan	13

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

The Project Plans consist of a plan set, for **Orcutt Solomon Outlet Modifications (11 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. JOB SITE MANAGEMENT

Comply with Division II and 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 environmental compliance program, mitigation measures, permits, licenses, agreements, and the conditions of approval is the responsibility of the contractor to understand and implement. The informational handout provides a matrix of compliance for you to implement. Payment for compliance and implementation of measures in the informational handout is considered included in Job Site Management and no separate payment will be included. See the informational handout for additional information.

Submit a schedule of values for this lump sum bid item according to section 9-1.16B of the Caltrans Standard Specifications. The lump sum price covers all costs associated with the Job Site Management, including but not limited to, all labor, materials, and any necessary permits or fees.

2. PREPARE WATER POLLUTION CONTROL PROGRAM

Comply with Division II and Section 13-2 of the Caltrans Standard Specifications and the special provisions supplemented herein. Prepare Water Pollution Control Plan includes developing and implementing the WPCP, providing a water pollution control manager, conducting water pollution control training, and monitoring, inspecting and correcting water pollution control practices.

Submit a schedule of values for this lump sum bid item according to section 9-1.16B of the Caltrans Standard Specifications.

The lump sum price covers all costs associated with the Prepare Storm Water Pollution

Prevention Program, including but not limited to, all labor, materials, and any necessary permits or fees.

3. CLEARING AND GRUBBING

Comply with Division III and Section 17 of the Caltrans Standard Specifications and the special provisions supplemented herein. Work shall include all labor, equipment and material necessary to clear and grub the project site to the limits required and as indicated in Section 17 including all removal and disposal of material.

Submit a schedule of values for this lump sum bid item according to section 9-1.16B of the Caltrans Standard Specifications.

The lump sum price covers all costs associated with the Clearing and Grubbing including but not limited to, all labor, materials, and any necessary permits or fees.

4. EARTHWORK AND FINAL GRADING

Comply with Division III and Section 19 of the Caltrans Standard Specifications.

This work includes the excavation (all cut and fill), working, handling, compacting, transporting, and placement of soil necessary to complete final grading within the basin. The District intends to allow the Contractor to obtain and utilize on-site borrow material for grading purposes. Borrow excavation shall occur at locations designated by the Engineer. Once sufficient material has been excavated to complete the required grading, the Contractor shall finish grade the borrow area within the basin as directed by the Engineer.

Earthwork and Final Grading is paid for based on theoretical quantities calculated, from the existing surface to the finished surface.

This is a Final Pay Item as defined in section 9-1.02C of the Caltrans Standard Specifications.

5. STRUCTURE EXCAVATION (ROCK SLOPE PROTECTION)

Comply with Division III and Section 19-3 of the Caltrans Standard Specifications. This includes all labor, equipment and material necessary to do all of the work involved in Structure Excavation (Rock Slope Protection) .

6. STRUCTURE EXCAVATION (RETAINING WALL)

Comply with Division III and Section 19-3 of the Caltrans Standard Specifications. This includes all labor, equipment and material necessary to do all of the work involved in Structure Excavation (Retaining Wall).

7. STRUCTURE BACKFILL (RETAINING WALL)

Comply with Division III and Section 19-3 of the Caltrans Standard Specifications.

This includes all labor, equipment and material necessary to do all of the work involved in Structure Backfill. Payment terms are defined in section 19-3.04 of the Caltrans Standard Specifications. Payment for Structure Backfill (Retaining Wall) includes all permeable backfill and weep hole details per the project plan.

8. STRUCTURAL CONCRETE (RETAINING WALL)

Comply with Division VI and Section 51 of the Caltrans Standard Specifications. Price for this item includes furnishing and installing water stops.

9. STRUCTURAL CONCRETE (SLAB)

Comply with Division VI and Section 51 of the Caltrans Standard Specifications. Price for this item includes furnishing and installing water stops.

10. BAR REINFORCING STEEL

Comply with Division VI and Section 52 of the Caltrans Standard Specifications. Bar Reinforcing Steel includes all concrete reinforcement in both the footing, walls and the slab.

This is a Final Pay Item as defined in section 9-1.02C of the Caltrans Standard Specifications.

11. 24 INCH PLASTIC PIPE

Comply with Division VII and Section 64 of the Caltrans Standard Specifications. The unit price for 24-inch Plastic Pipe shall include all labor, materials, and equipment necessary for complete installation, including shoring, excavation, removal and lawful disposal of excess excavation, pipe installation, and backfilling.

All excess excavated material shall be disposed of off-site by the Contractor in accordance with applicable regulations. The bid item for 24-inch Plastic Pipe is intended to include all work required to furnish and install the pipe system complete in place in accordance with the project plans.

12. 18 INCH REINFORCED CONCRETE PIPE (CLASS IV)

Comply with Division VII and Section 65 of the Caltrans Standard Specifications. The unit price for 18-inch Reinforced Concrete Pipe (Class IV) shall include all labor, materials, and equipment necessary for complete installation, including shoring, excavation, removal and lawful disposal of excess excavation, pipe installation, and backfilling.

All excess excavated material shall be disposed of off-site by the Contractor in accordance with applicable regulations. The bid item for 18-inch Reinforced Concrete Pipe (Class IV) is intended to include all work required to furnish and install the pipe system complete in place in accordance with the project plans.

13. ABANDON CULVERT

The culvert is to be plugged with concrete for 2 feet at the existing inlet to be removed and the outlet of the pipe. Comply with Division VII and Section 71 of the Caltrans Standard Specifications as applicable.

Submit a schedule of values for this lump sum bid item according to section 9-1.16B of the Caltrans Standard Specifications.

14. REMOVE INLET

Comply with Division VII and Section 71 of the Caltrans Standard Specifications.

Submit a schedule of values for this lump sum bid item according to section 9-1.16B of the Caltrans Standard Specifications.

15. REMOVE CONCRETE (CHANNEL)

See Project plans for specific notes and details. Comply with Division VIII and Section 72 of the Caltrans Standard Specifications.

Submit a schedule of values for this lump sum bid item according to section 9-1.16B of the Caltrans Standard Specifications.

16. ROCK SLOPE PROTECTION (1/4 T, CLASS V, METHOD B)

Comply with Division VIII and Section 72 of the Caltrans Standard Specifications. Work includes all materials, labor, and equipment to furnish (either by reuse of onsite material or import rock), install the Rock Slope Protection 1/4 T as shown in the plans.

Payment scope complies with section 9-1.03 and 72-2.04 of the Caltrans Standard Specifications.

17. INLET RACK (APWA STD)

Comply with Division VIII and Section 75 of the Caltrans Standard Specifications.

18. CABLE RAILING

Comply with Division IX and Section 83 of the Caltrans Standard Specifications.

DIVISION III EARTHWORK AND LANDSCAPE

17 GENERAL

Add prior to section 17-1.01:

Bid Items and Applicable Standard Sections

Item code	Item description	Applicable section
170103	Clearing and Grubbing	17
190101	Earthwork and Final Grading	19
192032	Structure Excavation (Rock Slope Protection)	19
192037	Structure Excavation (Retaining Wall)	19
193013	Structure Backfill (Retaining Wall)	19

Add to section 17-2.03A:

Clear and grub State-owned property. Do not use the State-owned property after clearing and grubbing is complete unless authorized.

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

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

19 EARTHWORK

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

Dispose of surplus material. Ensure enough material is available to complete the embankments before disposing of it.

Add to the end of section 19-3.01A:

Structure backfill includes constructing the geocomposite drain system. The systems must comply with section 68-7.

Add to section 19-3.04:

Class 2 aggregate base placed below footings is paid for as structure backfill.

Pervious backfill material placed within the limits of payment for retaining walls is paid for as structure backfill (retaining wall).

Replace section 19-7.02B with:

19-7.02B Local Borrow

In addition to the locations described for excavation, obtain local borrow from:

1. Locations directed by the engineer to the contractor within Orcutt Solomon Basin.

After you obtain local borrow, grade the borrow site such that it drains and blends in with the surrounding area.

DIVISION VI STRUCTURES

45 GENERAL

Add prior to section 45-1.01:

Bid Items and Applicable Standard Specification Sections

Item code	Item description	Applicable section
510060	Structure Concrete, Retaining Wall	51
510081	Structure Concrete, Slab	51
520101	Bar Reinforcing Steel	52

DIVISION VII DRAINAGE FACILITIES

61 GENERAL

Add prior to section 61-1.01:

Bid Items and Applicable Standard Specification Sections

Item code	Item description	Applicable section
641113	24" Plastic Pipe	64
650411	18" Reinforced Concrete Pipe (Class IV)	65
710102	Abandon Culvert	71
710150	Remove Inlet	71

71 EXISTING DRAINAGE FACILITIES

Replace section 71-6.03 with:

71-6.03 CULVERTS AND PIPELINES

71-6.03A General

The contractor is to note the abandoned pipe is Asbestos Concrete Pipe (ACP) and is considered a hazardous material if cut or made friable. The ACP is to remain in place. Abandon ACP culvert or pipeline by plugging and capping the inside with authorized material.

Notify the Engineer before abandoning a culvert or pipeline.

71-6.03B Materials

Openings into existing structures that are to remain in place must be plugged with minor concrete under section 90.

71-6.03C Construction

Culverts or pipelines that are 12 inches or more in diameter must be completely filled by authorized methods. Backfill with sand that is clean, free draining, and free from roots and other deleterious substances. As an alternative to sand, you may backfill with one of the following:

1. Controlled low-strength material under section 19-3.02G
2. Slurry cement backfill under section 19-3.02E

Ends of culverts and pipelines must be securely closed by a 6-inch-thick, tight-fitting plug or wall of commercial-quality concrete.

71-6.03D Payment

If backfilling inside the culvert or pipeline is required, payment for backfilling inside the culverts or pipelines is included in the payment for abandon culvert or abandon pipeline. Payment for backfilling outside the culvert or pipeline is included in the payment for abandon culvert or abandon pipeline.

DIVISION VIII MISCELLANEOUS CONSTRUCTION

72 SLOPE PROTECTION

Add prior to section 17-1.01:

Bid Items and Applicable Standard Specification Sections

Item code	Item description	Applicable section
721820	Remove Concrete (Channel; Slope Paving)	72
723055	Rock Slope Protection (1/4 T, Method B)	72
75010X	Inlet Rack (APWA Std 361-2.)	75
839521	Cable Railing	83

ADDENDUM NUMBER #1

To: All Bidders

From: Thomas Conti, P.E., CFM, QSD/P, Civil Engineering Specialist

Date: April 15, 2026

Project: Orcutt Solomon Basin Outlet Modifications,
County Project Number OR2401

Bid Date: 2:00 PM, Wednesday, April 29, 2026 (No Change)

The following changes to the subject project shall be incorporated by this Addendum #1:

PROJECT PLANS:

1. Plan 4 of 11, C-1 SITE PLAN, Legend – Note 1. Replace with:

“FURNISH AND INSTALL 87 FEET OF 18-INCH REINFORCED CONCRETE PIPE (CLASS IV). SEE DRAINAGE PLAN FOR ADDITIONAL INFORMATION.”

NOTICE TO BIDDERS, FLOOD CONTROL DISTRICT PROVISIONS and SPECIAL PROVISIONS:

2. Replace page 4 of 42 – Notice to Bidders, paragraph 11 with the following:

The estimated cost of the project is \$600,000

3. Replace page 6 of 42 - Copy of Bid Item List in its entirety with the following page.

Acknowledgement of receipt of this Addendum Number 1 by the Contractor shall be made as required in PlanetBids.

COPY OF BID ITEM LIST

COUNTY PROJECT NO		PROJECT NAME			
OR2401		ORCUTT SOLOMON OUTLET MODIFICATIONS			
BASE BID ITEMS					
ITEM NO	F	ITEM CODE	DESCRIPTION	QUANTITY	UNIT
1		130100	JOB SITE MANAGEMENT	1	LS
2		130200	WATER POLLUTION CONTROL PROGRAM	1	LS
3		170103	CLEARING AND GRUBBING	1	LS
4	F	190101	EARTHWORK AND FINAL GRADING	340	CY
5		192032	STRUCTURE EXCAVATION (ROCK SLOPE PROTECTION)	40	CY
6	F	192037	STRUCTURE EXCAVATION (RETAINING WALL)	100	CY
7		193013	STRUCTURE BACKFILL (RETAINING WALL)	80	CY
8		510060	STRUCTURE CONCRETE, RETAINING WALL	35	CY
9		510081	STRUCTURE CONCRETE, SLAB	10	CY
10	F	520101	BAR REINFORCING STEEL	15,000	LB
11		641113	24 INCH PLASTIC PIPE	30	LF
12		650411	18 INCH REINFORCED CONCRETE PIPE (CLASS IV)	87	LF
13		710102	ABANDON CULVERT	1	LS
14		710150	REMOVE INLET	1	LS
15		721820	REMOVE CONCRETE (CHANNEL SLOPE PAVING)	1	LS
16		723055	ROCK SLOPE PROTECTION (1/4 T, METHOD B)	80	TON
17		75010X	INLET RACK (APWA STD 361-2)	1	LS
18		839521	CABLE RAILING	52	LF

F – Final Pay Item

ADDENDUM NUMBER 2

To: All Bidders
From: Thomas Conti, P.E., CFM, QSD/P, Civil Engineering Specialist
Date: April 21, 2026
Project: Orcutt Solomon Basin Outlet Modifications, County Project Number OR2401
Bid Date: 2:00 PM, Wednesday, April 29, 2026 (No Change)

The following changes to the subject project shall be incorporated by this Addendum #2:

NOTICE TO BIDDERS, FLOOD CONTROL DISTRICT PROVISIONS and SPECIAL PROVISIONS:

1. **Section 10-1.01, page 37 of 42 – Replace Bid Item Description, Item 4 EARTHWORK AND FINAL GRADING with the following:**

Comply with Division III and Section 19 of the Caltrans Standard Specifications.

This work includes the excavation (all cut and fill), working, handling, compacting, transporting, and placement of soil necessary to complete final grading within the basin. The District intends to allow the Contractor to obtain and utilize on-site borrow material for grading purposes. ***The contractor is allowed to use harvest material from the basin to fill outside of the earthwork, excavation and pay limits described on plan sheet 7 of 11.*** Borrow excavation shall occur at locations designated by the Engineer. Once sufficient material has been excavated to complete the required grading, the Contractor shall finish grade the borrow area within the basin as directed by the Engineer.

Earthwork and Final Grading is paid for based on theoretical quantities calculated, from the existing surface to the finished surface.

This is a Final Pay Item as defined in section 9-1.02C of the Caltrans Standard Specifications.

2. Section 10-1.01, page 38 of 42 – Replace Bid Item Description, Item 15 REMOVE CONCRETE (CHANNEL) with the following:

See Project plans for specific notes and details. Comply with Division VIII and Section 72 of the Caltrans Standard Specifications.

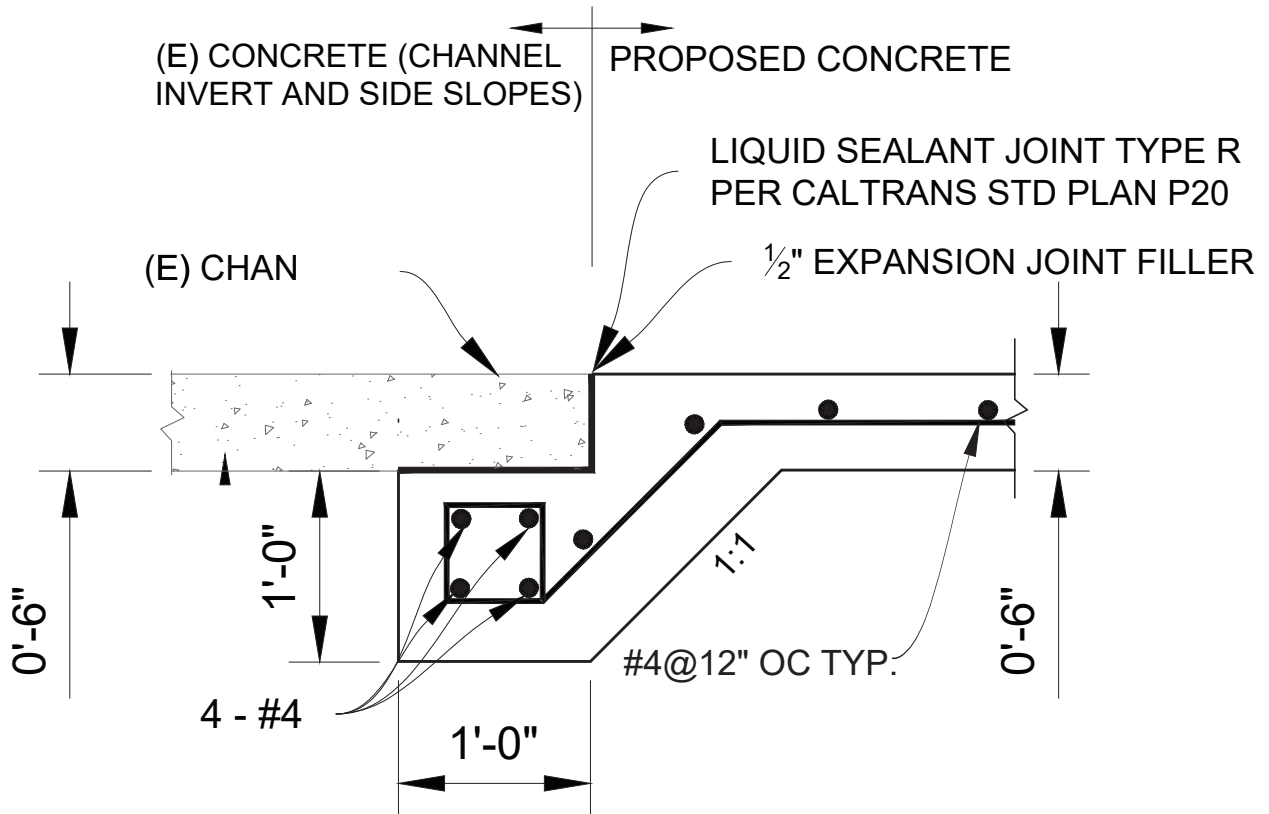
Remove and replace existing concrete channel lining only to the extent necessary for installation of the proposed pipe, including all saw cutting, demolition, excavation, backfill, compaction, reinforcement replacement, doweling, concrete placement, finishing, curing, and all incidentals required to restore the channel to existing lines, grades, thickness, and structural section. See Channel Conform below for the existing/proposed interface.

The limits of concrete removal shall be as required by the Contractor's means and methods and as approved by the Engineer. It is anticipated that removal may consist of a rectangular slot to facilitate trenching and pipe installation; however, the Contractor may propose an alternative removal configuration that safely minimizes the extent of demolition while maintaining structural integrity and constructability.

All removed portions of the channel shall be replaced with concrete matching the existing section thickness, reinforcement, and surface finish, unless otherwise shown on the plans. Final restoration shall provide a smooth, continuous channel surface free of offsets, irregularities, or abrupt transitions.

Submit a schedule of values for this lump sum bid item according to section 9-1.16B of the Caltrans Standard Specifications.

Acknowledgement of receipt of this Addendum Number 2 by the Contractor shall be made as required in PlanetBids.



CHANNEL CONFORM DETAIL (TRANSVERSE)

NOT TO SCALE