

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



**NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS**

FOR

LOWER MISSION CREEK FLOOD CONTROL PROJECT REACH 4

UNDER:

Bid Book dated 11/14/25

Standard Specifications dated 2018

Standard Plans dated 2018

RSS dated 4/15/2022

COUNTY PROJECT NO. SC8042

**BID OPENING LOCATIONS:
PlanetBids**

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

**BID OPENING TIME AND DATE:
2:00 PM on January 7**

Electronic Advertising Contract

**CHRIS SNEDDON
DIRECTOR OF PUBLIC WORKS**

NOTICE TO BIDDERS AND SPECIAL PROVISIONS

Lower Mission Creek Flood Control Project Reach 4 COUNTY PROJECT NO. SC8042

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

DocuSigned by:
Md Wahiduzzaman
91A6D2C10773423...

Md Wahiduzzaman
REGISTERED CIVIL ENGINEER

11/18/2025 | 1:21 PM PST
DATE



Signed by:
Thomas Conti
FCD51AD5980B4C3...

Thomas Conti
PROJECT MANAGER

11/18/2025 | 1:22 PM PST
DATE

DocuSigned by:
Matt Griffin
2E185D56570A456...

Matt Griffin
ENGINEERING MANAGER (*APPROVAL RECOMMENDED*)

11/18/2025 | 1:24 PM PST
DATE

DocuSigned by:
Walter Rubalcava
2745EDA75D27485...

Walter Rubalcava
FLOOD CONTROL DEPUTY DIRECTOR (*APPROVED*)

11/18/2025 | 2:16 PM PST
DATE

Signed by:
Bob Nelson
9DD6B7A21FC646A...

Bob Nelson
BOARD OF DIRECTORS, CHAIR (*APPROVED*)

2/26/2026 | 6:26 PM PST
DATE

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SPECIAL NOTICE

- See section 1-1.07B for changes to the definition of working day.
- There is a Community Workforce Agreement (CWA) requirement for this project. See section 2-1.13.
- The time allotted for the successful bidder to sign and return the contract documents to the Department and for the contractor to start job site activities after Contract approval have been reduced for this project. See sections 3-1.18 and 8-1.04.
- For work plan for local material from (1) a noncommercial source or (2) a source not regulated under California jurisdiction, see section 6-1.03B(1).
- The flagging and temporary traffic control requirements have been revised. See sections 7-1.03, 7-1.04, and 12.

NOTICE TO BIDDERS

Bids open at **2:00 PM on Wednesday January 7, 2026** for:

Lower Mission Creek Flood Control Project Reach 4 COUNTY PROJECT NO. SC8042

General project work description: The project generally consists of water pollution control, traffic control, and removal of existing facilities within the Mission Creek Channel and adjoining parcels, including demolition of existing bridge and sheet pile transition channel walls (Haley and Gutierrez Street bridges). Work includes installation of approximately 882 linear feet of soldier pile wall using 30/36-inch cast-in-drilled-hole piles; earthwork; construction of rock-slope protection banks and in-stream rock features; protection of existing facilities and utilities, landscape plantings; and restoration of improvements on adjoining private parcels.

Project location description: Work occurs in the incorporated area of the City of Santa Barbara County near Santa Barbara County, California, within Santa Barbara County owned property and easement between Haley and Gutierrez Streets within Mission Creek.

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

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 **210 Workings Days**.

The estimated cost of the project is **\$10,000,000**

Santa Barbara County Flood Control District has entered into a Community Workforce Agreement, similar to a project labor agreement, that is applicable to this project. A copy of the Community Workforce Agreement is included in the Bid Documents. The successful bidder and all subcontractors shall be bound by the Community Workforce Agreement. Each bidder shall provide a signed Letter of Assent agreeing to be bound by the Community Workforce Agreement for this project with their bid. Any Subcontractors shall provide a signed Letter of Assent as a condition of, and prior to, County execution of the Agreement.

A non-mandatory pre-bid job walk is scheduled for Wednesday **December 10 at 11 AM**. Bidders interested in attending are to meet at the project site located on the 100-block west of Gutierrez Street at Gutierrez Street Bridge over Mission Creek adjacent to 401 Chapala Street

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

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

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

Inquiries or questions based on alleged patent ambiguity of the plans, specifications, or estimate must be submitted as a bidder inquiry by **5:00 PM on the Wednesday of the week preceding the bid opening**. Submittals after this date will not be addressed. Questions pertaining to this Project prior to Award of the Contract must be submitted via PlanetBids Q&A tab.

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

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

By order of the Board of Directors of the Santa Barbara County Flood Control & Water Conservation District this project was authorized to be advertised on **June 4, 2024**.

Walter Rubalcava
Deputy Director, Public Works
Water Resources Division

COPY OF BID ITEM LIST

COUNTY PROJ. NO		PROJECT DESCRIPTION			
SC8042		LOWER MISSION CREEK FLOOD CONTROL PROJECT REACH 4			
BASE BID ITEMS					
Item No.	F	Item Code	Description	Quantity	Unit
1		051260	CONSTRUCTION SURVEY	1	LS
2		080070	LEVEL 3 CPM SCHEDULE	1	LS
3		080100	SEASONAL SUSPENSION OF WORK	1	LS
4		120100	TRAFFIC CONTROL SYSTEM	1	LS
5		130100	JOB SITE MANAGEMENT	1	LS
6		130300	PREPARE STORM WATER POLLUTION PREVENTION PROGRAM	1	LS
7		130320	STORM WATER SAMPLING AND ANALYSIS DAY	5	EA
8		130330	STORM WATER ANNUAL REPORT	1	EA
9		131201	TEMPORARY CREEK DIVERSION SYSTEM	1	LS
10		131301	TEMPORARY DEWATERING AND NON-STORMWATER DISCHARGE CONTROL SYSTEM	1	LS
11		153213	STRUCTURE REMOVALS (PARCELS)	1	LS
12		153213	STRUCTURE REMOVALS (CREEK)	1	LS
13		153213	REMOVE GUTIERREZ STREET BRIDGE SHEET PILINGS	1	LS
14		170103	CLEARING AND GRUBBING	1	LS
15	(F)	190151	CHANNEL EXCAVATION	3,900	CY
16	(F)	192032	STRUCTURE EXCAVATION (ROCK SLOPE PROTECTION)	3,100	CY
17	(F)	192049	STRUCTURE EXCAVATION (SOLDIER PILE WALL)	2,100	CY
18	(F)	193029	STRUCTURE BACKFILL (SOLDIER PILE WALL)	1,600	CY
19		200100	LANDSCAPE PLANTING (OWNER FURNISHED PLANTS)	1	LS
20		200100	LANDSCAPE PLANTING (OWNER FURNISHED WILLOW STAKES)	1	LS
21	(F)	210110	TOPSOIL (NATIVE SOIL)	700	CY
22		480600	TEMPORARY SHORING	1	LS
23		490540	FURNISH W14 X 283 PILE	6,220	LF
24		490540	INSTALL W14 X 283 PILE IN DRILLED HOLE WITH CONCRETE BACKFILL	116	EA
25	(F)	510060	STRUCTURAL CONCRETE (SOLDIER PILE WALL)	730	CY
26		510502	MINOR CONCRETE (DRAINAGE INLET) CA STD D73, TYPE G1 (H=4')	13	EA
27	(F)	511055	CONCRETE SURFACE TEXTURE	10,250	SF
28		511055	SANDSTONE ARCHITECTURAL WALL CAP	882	LF

Lower Mission Creek Flood Control Project Reach 4

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29	(F)	520101	BAR REINFORCING STEEL (SOLDIER PILE WALL)	107,250	LB
30		641100	8 INCH PLASTIC PIPE	52	LF
31		705050	8 INCH FLAP GATE	13	EA
32	(F)	723015	FISH PASSAGE WEIR & POOL - ROCK SLOPE PROTECTION (2 T, CLASS IX, METHOD A)	2	EA
33	(F)	723020	FISH PASSAGE BOULDER CLUSTER - ROCK SLOPE PROTECTION (1 T, CLASS VIII, METHOD A)	48	EA
34	(F)	723050	ROCK SLOPE PROTECTION (1/4 T, CLASS V, METHOD B)	1300	CY
35	(F)	723095	ROCK SLOPE PROTECTION (20 LB, CLASS I, METHOD B)	200	CY
36		786100	SITE RESTORATION: 124 GUTIERREZ	1	LS
37		786100	SITE RESTORATION: 401 CHAPALA	1	LS
38		786100	SITE RESTORATION: 423 CHAPALA	1	LS
39		833100	WROUGHT IRON RAILING	882	LF
40		999990	MOBILIZATION	1	LS

FLOOD CONTROL DISTRICT PROVISIONS

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

MODIFICATIONS TO STANDARD SPECIFICATIONS

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to section 1-1.01:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Holiday: Holidays are shown in the following table:

Holidays	
Holiday	Date observed
Every Sunday	Every Sunday
New Year's Day	January 1st
Birthday of Martin Luther King, Jr.	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25th

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

Owner: Same meaning as Agency

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

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

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

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

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

2.1. Saturday, Sunday, and a holiday

Add to section 1-1.11:

Reference or agency or department unit	Website	Telephone number
Department of Industrial Relations Prevailing Wage Rates	https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html	
Caltrans, Office of Construction Contract Standards	http://ppmoe.dot.ca.gov/des/oe/construction-contract-standards.html	
County PlanetBids Portal	https://www.planetbids.com/portal/portal.cfm?CompanyID=43874	(805) 568-3440
County Municipal Code	https://www.municode.com/library/CA/Santa_Barbara_County	
Flood Control Construction Manager: Kasey Kump		(805) 803-8786
Flood Control Project Manager: Thomas Conti		(805) 884-8074

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

Replace section 1-1.12 with:

1-1.12 MISCELLANY

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

2 BIDDING

Add to section 2-1.01:

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

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

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

Replace 2-1.04 with:

2-1.04 PREBID OUTREACH MEETING

Bidders interested in attending are to meet at district property located at 200 De La Vina Street (Dead end north of US Highway 101).



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.

The Department may hold a single prebid meeting for more than one contract. 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.

Replace section 2-1.06A with:

2-1.06A General

The *Bid Book* includes bid forms and certifications.

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

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

Replace section 2-1.06B with:

2-1.06B Supplemental Project Information

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

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

Add to section 2-1.07:

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

Add to section 2-1.09:

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

Add to section 2-1.10:

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

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

Replace section 2-1.13 with:

2-1.13 Community Workforce Agreement

2-1.13A General

The COUNTY OF SANTA BARBARA has entered into a Community Workforce Agreement, similar to a project labor agreement, that is applicable to this project. A copy of the Community Workforce Agreement is included in the Bid Documents. The successful bidder and all subcontractors shall be bound by the Community Workforce Agreement. Each bidder shall provide a signed Letter of Assent agreeing to be bound by the Community Workforce Agreement with their bid. Subcontractors shall provide a signed Letter of Assent prior to commencing any work on site.

2-1.13B Letter of Assent

Provide a Letter of Assent agreeing to be bound by the terms of the Community Workforce Agreement with your bid. The required Letter of Assent is included in the Bid Documents.

2-1.13.C Community Workforce Agreement

The full text of the Community Workforce Agreement and Letter of Assent follows:

COMMUNITY WORKFORCE AGREEMENT

BY AND BETWEEN

THE COUNTY OF SANTA BARBARA

AND

THE TRI COUNTIES BUILDING & CONSTRUCTION

TRADES COUNCIL, AFL-CIO

AND

THE SIGNATORY CRAFT COUNCILS AND UNIONS

To be considered by the Board of Supervisors on 12/2/2022

If approved on 12/2/2022 will be effective on 4/1/2023

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**COUNTY OF SANTA BARBARA
COMMUNITY WORKFORCE AGREEMENT**

This Community Workforce Agreement (hereinafter, “Agreement”) is entered into by and between the County of Santa Barbara and its successors or assigns (herein together with the Santa Barbara County Flood Control and Water Conservation District, Santa Barbara County Water Agency, Laguna County Sanitation District, and Santa Barbara County Fire Protection District, collectively, the “County”), the Tri Counties Building & Construction Trades Council, AFL-CIO (the “Trades Council”), and the Craft Councils and Unions signing this Agreement (hereinafter together with the Trades Council, collectively, the “Unions”). This Agreement establishes the labor relations guidelines and procedures for the County and for the Contractors and craft employees represented by the Unions and engaged in Project Work. The County, Trades Council and Unions are hereinafter referred to herein, as the context may require, as “Party” or “Parties.”

The Parties to this Agreement understand that if this Agreement is acceptable to the County, the policy of the County will be for the Project Work to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, directly or through the Letter of Assent (defined below), and to require each of its subcontractors, of whatever tier, to become bound. The County shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for each and every contract for Project Work to be awarded by the County.

The County shall actively administer and enforce the obligations of this Agreement to ensure that the benefits envisioned from it flow to all signatory Parties, the Contractors and crafts persons working under it, and the residents of the County. The County shall therefore designate a “Community Workforce Coordinator,” either from its own existing staff, hire a new staff member or an independent contractor acting on behalf of the County, who will, with the support of the Contractors and Unions, monitor compliance with this Agreement; assist, as the authorized representative of the County, in developing and implementing the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement; and to otherwise implement and administer this Agreement.

The term “Apprentice” as used in this Agreement shall mean those employees registered and participating in Joint Labor/Management Apprenticeship Programs approved by the Division of Apprenticeship Standards, Department of Industrial Relations of the State of California, and the Federal Department of Labor to the extent required by any Project funding source.

The term “Contractor” as used in this Agreement includes any individual, firm, partnership, or corporation, or combination thereof, including joint ventures, which as an Independent Contractor has entered into a contract with the County with respect to the Project Work, or with another Contractor as a subcontractor of whatever tier utilized by any such Contractor for Project Work. Contractor may also be referred to as Employer in this Agreement.

The term “Joint Labor/Management Apprenticeship Program” or “Approved Apprenticeship Programs,” as used in this Agreement means a joint Union and Contractor

administered apprenticeship program certified by the Division of Apprenticeship Standards, Department of Industrial Relations of the State of California, and the Federal Department of Labor to the extent required by any Project funding source.

The term “Local Area Resident” as used in this Agreement means a qualified person whose principal residence is located within Santa Barbara, Ventura and San Luis Obispo counties, as is more fully described in Section 3.5.1 of this Agreement.

The term “Letter of Assent” as used in this Agreement means the document that each Contractor (of any tier) must sign and submit to the Community Workforce Coordinator and copied to the Trades Council, before beginning any Project Work, which formally binds them to adhere to all applicable forms, requirements and conditions of this Agreement, in the form of the letter attached hereto as Attachment B.

The term “Project” as used in this Agreement means any individual construction project that is included within the definition of Project Work.

The term “Project Work” as used in this Agreement means the renovation, rehabilitation, repair, retrofit, upgrade, reconstruction, replacement, improvement and construction work performed under contract, as further described in Section 2.2 of this Agreement and in the Santa Barbara County Community Workforce Agreement Resolution.

The term “Maintenance and Repair” means work for the repair, restoration, rehabilitation, or preservation of the condition of an existing facility or structure that is not for the purpose of increasing size or capacity, or an alteration to accommodate a new or different use, including, for example and without limitation; repair, repaving, resurfacing, or restriping of streets; repair and replacement of existing sidewalks and paseos; installation of driveways; installation of curb ramps and other accessibility features as required by the Americans With Disabilities Act or similar statute; replacement, repair or rehabilitation of existing infrastructure; repainting, resurfacing, reroofing of buildings; replacement of windows, doors, electrical wiring, or plumbing; replacement of existing turf or landscape.

The terms “Master Labor Agreements” or “MLAs,” as used in this Agreement, means the local collective bargaining agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement which are specifically identified in Attachment A to this Agreement.

The term “Signatory Contractor” means any Contractor who is a signatory to an existing Master Labor Agreement with a Union signatory to this Agreement. All other Contractors are considered “Non-signatory Contractors.”

The term “Subscription Agreement” means the contract between a Contractor and a Union’s Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of MLA.

The Unions and all Contractors agree to abide by the terms and conditions of this Agreement and agree that this Agreement represents the complete understanding of the Parties. No Contractor is or will be required to sign or otherwise become a party to any other collective bargaining agreement with a signatory Union as a condition of performing work within the scope of this Agreement.

The Parties agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Project Work, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis. This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.

The use of masculine or feminine gender or titles in this Agreement should be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction. Further, the use of Article titles and/or Section headings are for information only and carry no legal significance.

ARTICLE 1 INTENT AND PURPOSE

Section 1.1 Identification and Retention of Skilled Labor and Employment of Local Area Residents: The construction and capital improvement work scheduled to be performed by the County will require large numbers of craft personnel and other supporting workers. The parties understand and intend to use the opportunities provided by the Project Work to be covered by this Agreement to identify and promote, through cooperative efforts, programs and procedures (which may include, for example, programs to prepare persons for entrance into formal apprenticeship programs, or outreach programs to the community describing opportunities available as a result of the Project Work), the interest and involvement of Local Area Residents in the construction industry; assist them in entering the construction trades, and through utilization of the approved apprenticeship programs, provide training opportunities for those Local Area Residents and other individuals wishing to pursue a career in construction. Further, with assistance of the Community Workforce Coordinator, the County, the Contractors, the Trades Council, the Unions and their affiliated regional and national organizations, will work jointly to develop and implement procedures promptly for the identification of craft needs, the scheduling of work to facilitate the utilization of available craft workers, and to secure the services of craft workers in sufficient numbers to meet the high demands of the Project Work.

Section 1.2 Encouragement of Local Area Contractors: The Project Work will provide many opportunities for local contractors and suppliers to participate, and the parties therefore agree that they will cooperate with all efforts of the County, the Community Workforce Coordinator, and other organizations retained by the County for the purpose of encouraging and assisting the participation of such businesses in Project Work. The parties intend and will cooperate to ensure that the provisions of this Agreement do not inadvertently establish impediments to the participation of Local Area Residents and Contractors and will expend every effort to support local referral capabilities.

Section 1.3 Project Cooperation: The parties recognize that the construction to take place under this Agreement involves unique and special circumstances which dictate the need for the parties to develop specific procedures to promote high quality, rapid and uninterrupted construction methods, and practices. The smooth operation and cost effective, successful and timely completion of the work is vitally important to the County. The parties therefore agree that maximum cooperation among all parties involved is required; and that with construction work of this magnitude, with multiple contractors and crafts performing work on multiple sites over an extended period of time, all parties agree to work in a spirit of harmony and cooperation, and with an overriding commitment to maintain the continuity and timely completion of Project Work.

Section 1.4 Workers' Compensation Carve-out: Further, the parties recognize the potential which the Project may provide for the implementation of a cost-effective workers' compensation system as permitted by California Labor Code, Section 3201.5, as revised. Should the County request, the Union parties agree to meet and negotiate in good faith with representatives of the County for the development, and subsequent implementation, of an effective program involving improved and revised dispute resolution and medical care procedures for the delivery of workers' compensation benefits and medical coverage as permitted by the Code.

Section 1.5 Peaceful Resolution of All Disputes: In recognition of the special needs of the Project Work covered by this Agreement and to maintain a spirit of harmony, labor-management peace and stability during the term of this Community Workforce Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes and grievances; and in recognition of such methods and procedures, the unions agree not to engage in any strike, slowdowns, interruptions, or disruption of Project Work, and the contractors agree not to engage in any lockout, or any other action impairing or impeding the Project Work.

Section 1.6 Binding Agreement on Parties: By executing this Agreement, the County, Trades Council, Unions, and Contractors agree to be bound by each and all of the provisions of this Agreement, and pledge that they will work together in good faith to effectuate the purposes of this Agreement, including but not limited to enhancing opportunities for the participation of Local Area Residents and Contractors.

**ARTICLE 2
SCOPE OF AGREEMENT**

Section 2.1 General: This Agreement shall only apply to work which is contracted out by the County, as specified in Section 2.2 of this Article, and to be performed by those Contractor(s) of whatever tier that have contracts awarded for said work.

Section 2.2 Specific: The Project Work is defined and limited to:

2.2.1 All work performed under contract for construction, reconstruction, replacement, or improvement (excluding Maintenance and Repair) of public infrastructure as defined in County of Santa Barbara's Community Workforce Agreement Resolution and all subcontracts

used to complete the Project Work and not otherwise excluded from the scope of this Agreement in Section 2.3, below; and

2.2.2 Such additional work as the County may, at its sole discretion, add from time-to-time.

Section 2.3 Exclusions: Items specifically excluded from the Scope of this Agreement include the following:

2.3.1 Work of non-manual employees, including but not limited to: superintendents; administrators; supervisors; time keepers; mail carriers; clerks; office workers; messengers; guards; safety personnel; emergency medical and first aid technicians; and other professional, engineering, administrative, supervisory and management employees;

2.3.2 Equipment and machinery operated by employees of the County;

2.3.3 All off-site manufacture, movement and handling of materials, equipment, or machinery; provided, however, that lay down or storage areas for equipment or material, dedicated solely to the Project or Project Work, and the movement of materials or goods on or between locations on a Project site are within the scope of this Agreement;

2.3.4 All employees of the County, the Community Workforce Coordinator, design teams (including, but not limited to, architects, engineers and master planners), or any other consultants for the County (including, but not limited to, project managers and construction managers and their employees not engaged in manual Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement are not a covered craft under this Agreement. Every employee performing work under the Wage classification of Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement or a construction contract with a Contractor shall be bound to all applicable requirements of the CWA. Notwithstanding the above, Inspectors working for or hired by or under a contract with the County are not a covered craft under this Agreement.

2.3.5 Any work performed on or near or leading to or into a site of work covered by this Agreement and undertaken by state, county, city, or other governmental bodies, or their Contractors or consultants; or by public utilities, or their Contractors or consultants; and/or by the County or its Contractors or consultants for work that is not within the scope of this Agreement;

2.3.6 Off-site maintenance of leased equipment and on-site supervision of such work;

2.3.7 Work required to be performed by the manufacturer's personnel and/or personnel certified by the manufacturer, subject to the conditions provided in this section. Certain equipment and systems of a highly technical and specialized nature may have to be installed at the Project. The nature of such equipment and systems, together with requirements of manufacturer's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired. The

Unions agree to install such material, equipment and systems without incident, or allow such installation to be performed by the manufacturer’s employees or a contractor designated by the manufacturer where the Unions are unable to perform such work. If a warranty on the manufacturer’s specialty or technical equipment or systems purchased by the County requires that the installation and/or programming of such specialty or technical equipment or system be performed by the manufacturer’s own personnel or a contractor certified by the manufacturer, and there are no Union signatory contractors certified or authorized by the manufacturer to install and/or perform such work, then such installation and or programming shall not be covered under this Agreement. The Contractor shall notify the Unions at the pre-job conference of the use of this provision and shall provide copies of the written warranty that require that the work be performed by the manufacturer’s own personnel or a contractor certified by the manufacturer, to the affected Union. When the warranty does not require installation or programming by the manufacturer’s own personnel or a contractor certified by the manufacturer, the Unions agree to perform and install such work under the supervision and direction of the manufacturer’s representative;

2.3.8 Non-construction support services contracted by the County, Community Workforce Coordinator, or Contractor in connection with this Project;

2.3.9 Off-site laboratory work for testing;

2.3.10 The movement and placement of furniture, fixtures and equipment owned or controlled by the Owner; however, the installation of office furniture, fixtures and equipment that is attached to the realty shall be covered by this Agreement;

2.3.11 All work for Maintenance and/or Repair;

2.3.12 Work on a Project performed as a result of a threat to life, limb or property or another emergency requiring immediate action; and

2.3.13 All work related to design, installation and programming of Supervisory Control and Data Acquisition (SCADA) systems or similar systems for the automation and monitoring of facilities after the initial installation of conduit and wiring under the provisions of this Agreement.

Section 2.4 After installation by the Contractor(s) and upon issuance of a notice of completion, it is understood the County reserves the right to perform start-up, operation, repair, maintenance or revision of equipment or systems with persons of the County’s choice. If required, the service representative may make a final check to protect the terms of a manufacturer’s guarantee or warranty prior to start-up of a piece of equipment.

Section 2.5 Awarding of Contracts:

2.5.1 The County and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts for Project Work to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties,

provided only that such Contractor is ready, willing and able to execute and be bound by the terms of this Agreement, directly or through the Letter of Assent, and to require each of its subcontractors, of whatever tier, to become similarly bound should such Contractor be awarded work covered by this Agreement. The County shall reference this Agreement in all bid notices and contracts for Project Work.

2.5.2 Subject to section 2.6, below, it is agreed that all Contractors and subcontractors of whatever tier, who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound to the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of the Letter of Assent prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance of Project Work covered under this Agreement, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent executed by it to the Community Workforce Coordinator and copied to the Trades Council forty-eight (48) hours before the commencement of Project Work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or subcontractor), whichever occurs later.

Section 2.6 Coverage Exception: This Agreement shall not apply to any project if the County receives funding or assistance in whole or in part from any Federal, State, local or other public entity for the project that includes a requirement, condition or other term of receiving that funding or assistance that the County not require bidders, contractors, subcontractors or other persons or entities to enter into an agreement with one or more labor organizations or enter into an agreement that contains any of the terms set forth herein. If the County receives funding or assistance from any Federal, State, local or other public entity for a project and such funding prohibits the use of any part of this Agreement, the parties shall meet and discuss the issue. The County will make every effort to establish the enforcement of this Agreement, as may be modified pursuant to this section, with any governmental agency or granting authority and the Unions agree to jointly defend and support any needed revision which will allow the application of this Agreement to such Project.

Section 2.7 Master Labor Agreements (MLA):

2.7.1 The provisions of this Agreement, including the Master Labor Agreements (hereinafter “MLAs”) in effect as of the Effective Date of this Agreement which are incorporated herein by reference, shall apply to the work covered by this Agreement. However, this Agreement supersedes the MLAs between any of the Contractors performing construction work on a Project and a Union signatory thereto to the extent the provisions of this Agreement are inconsistent with such MLAs or the subject is already addressed in this Agreement, in which event the provisions of this Agreement shall apply. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), work within the jurisdiction of the International Union of Elevator Constructors, and all instrument calibration and loop checking work

performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. Where a subject is covered by the provisions of an MLA and not covered by this Agreement, the provision of the MLA shall apply to the extent that the provision complies with all applicable Federal, State or local laws or regulations. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project. In addition, any Non-signatory Contractor will only be bound to comply with the limited provisions of the MLAs, as referenced above, for the MLAs in effect as of the Effective Date of this Agreement and are not subject to the provisions of Section 6.4 regarding implementing new or interim agreements. Any dispute as to the applicable source between this Agreement and any MLA for determining the working conditions of employees on this Project shall be resolved under the procedures established in Article 9.

2.7.3 It is understood that this Agreement is the primary document the Parties will use in the administration of the Project Work. The Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor may be required to sign a uniformly applied, non-discriminatory "Subscription Agreement" at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Subscription Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to have each of its subcontractors sign such Subscription Agreement, to the extent required by this Agreement, with the appropriate Craft Union prior to the subcontractor beginning Project Work.

Section 2.8 Binding Signatories Only: This Agreement shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party.

Section 2.9 Other County Work: This Agreement shall be limited to the construction work within the Scope of this Agreement including, specifically, site preparation and related demolition work, and new construction and major rehabilitation work referenced in Section 2.2 above. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, which may be performed by County employees or contracted for by the County for its own account, on its property or in and around a Project site.

Section 2.10 Separate Liability: The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the County or Community Workforce Coordinator and/or any Contractor.

Section 2.11 Completed Project Work: As areas, phases, portions, sections or segments of Project Work are accepted by the County, this Agreement shall have no further force or effect on

such items or areas except where the Contractor is directed by the County or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the County.

**ARTICLE 3
UNION RECOGNITION AND EMPLOYMENT**

Section 3.1 Recognition: The Contractor recognizes the Trades Council and the Unions as the exclusive bargaining representative for the employees engaged in Project Work.

Section 3.2 Contractor Selection of Employees: The Contractor shall have the right to determine the competency of all employees, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off. The Contractor shall also have the right to reject any applicant referred by a Union for any reason; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor’s commitment to employ qualified workers through the procedures endorsed in this Agreement.

Section 3.3 Referral Procedures:

3.3.1 For signatory Unions having a job referral system contained in a MLA, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the County to encourage employment of Local Area Residents and participation of Contractors on Project Work, including each separate contract for a Project, and to facilitate the ability of all Contractors to meet their employment needs.

3.3.2 The Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The Unions will work with their affiliated regional and national unions, and jointly with the Community Workforce Coordinator and others designated by the County, to identify and refer competent craft persons as needed for Project Work, and to identify and hire individuals, giving preference to Local Area Residents, as set forth in this Agreement, for entrance into approved apprenticeship programs, or participation in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work to be undertaken by the County.

3.3.3 The Union shall not knowingly refer an employee currently employed by a Contractor on Project Work to any other Contractor.

3.3.4 Core Workers:

3.3.4.1 As the initial workers on a Project, a Contractor, which is not currently working under a Master Labor Agreement, that is awarded work on the Project may directly employ up to a maximum of three (3) employees of its regular, experienced work force, where the employees so designated as “Core Workers” meet the following qualifications:

- (a) Possess any license required by state or Federal law for the Project Work to be performed;
- (b) Have worked at least two thousand (2,000) hours in the applicable trade or craft;
- (c) Have been employed by the Contractor for at least sixty (60) working days of the one hundred (100) working days immediately preceding the award of the Project Work to the Contractor;
- (d) Have the ability to safely perform the basic functions of the applicable craft or trade;
- (e) Possess healthcare coverage for life of the Project Work.

3.3.4.2 After directly employing up to three (3) Core Workers (as described above), the Contractor shall thereafter be subject to the procedures for Union referral of Project workers as set forth in section 3.3.4.3. The Contractor, upon request by the Community Workforce Coordinator, shall provide the necessary documentation to support the qualification of an employee as a Core Worker.

3.3.4.3 If additional workers are needed following the hiring of workers pursuant to the provisions above, then the Contractor shall request, and the Union shall refer, a worker from its referral list. Contractors may then directly employ one (1) additional of their qualified “Core Workers” that is referred pursuant to the referral procedures referenced in section 3.3.4.1, after which one (1) worker shall be referred from the Union referral list. This alternating procedure of referral shall continue until a maximum of six (6) core employees are employed. Thereafter all additional workers shall be requested and referred pursuant to otherwise applicable Union referral list procedures and the local hire provisions of this Agreement. In the laying off of employees, the number of core employees beyond those initially employed under Section 3.4.1.1, above, shall not exceed one-half plus one of the workforce for an Employer with twelve (12) or fewer employees, assuming the remaining employees are qualified to undertake the work available. The Contractor shall notify the appropriate Union utilizing the Craft Request Form (Attachment D) and each of the additional workers utilized under the procedures in this paragraph shall register with the Union’s hiring hall before commencing work on the Project. If there is any question regarding a worker’s eligibility under this section 3.3.4.3, the Contractor shall provide satisfactory proof of such to the Community Workforce Coordinator and copied to the Trades Council. The provisions of sections 3.3.4.1 thru 3.3.4.3 shall only apply to

Contractors not independently signed to a Master Labor Agreement at the time of their award of Project Work covered under this Agreement.

3.3.4.4 Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of its “Core Workers” to the Community Workforce Coordinator and copied to the Trades Council. The Contractor hiring any “Core Worker” shall provide satisfactory proof (e.g., payroll records, quarterly tax records and such other documentation) evidencing each “Core Worker’s” qualification as a core employee to the Community Workforce Coordinator.

Section 3.4 Non-Discrimination in Referral, Employment, and Contracting: The Unions and Contractors agree that they will not discriminate against any employee or applicant for employment in hiring and dispatching on the basis of race, color, religion, sex, gender, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status, or disability. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this Agreement which may appear to interfere within a local and small business enterprises successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the spirit and letter of the County’s policies and commitment to its goals for the significant utilization of local and small businesses as Contractors or suppliers for Project Work.

Section 3.5 Employment of Local Area Residents:

3.5.1 The Unions and Contractors agree that, to the maximum extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to recruit sufficient numbers of skilled craft Local Area Residents, to fulfill the requirements of the Contractors and shall refer on a priority basis all available, qualified Local Area Resident workers in the numbers requested by the Contractor. In recognition of the fact that the County and the surrounding communities will be impacted by the construction of Project Work, the parties agree to support the hiring of Local Area Resident workers, as well as eligible Veterans regardless of where they reside. Towards that end, the Unions agree that they will exert their best efforts to encourage and provide referrals and utilization of qualified workers in accordance with the following priority, as requested thru a valid Craft Employee Request Form by the Contractors:

3.5.1.1 First, Local Area Residents residing in the County of Santa Barbara;

3.5.1.2 If the Unions have not provided the Contractors with a sufficient number of qualified workers from paragraphs 3.5.1.1 above, the Unions will then exert their best efforts to refer qualified workers residing in San Luis Obispo and Ventura counties, and shall refer all such available workers, giving first priority to Veterans, as requested thru a valid Craft Employee Request Form by the Contractors. Residents residing within the counties of Santa Barbara, Ventura and San Luis Obispo, as well as Eligible Veterans, regardless of where they reside, shall be referred to as Local Area Residents

3.5.2 A goal of at least fifty percent (50%) of all of the construction labor hours worked on the Project shall be from Local Area Residents. To facilitate the dispatch of Local Area Residents, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for any Project Work, a sample of which is attached as Attachment D.

3.5.3 The Community Workforce Coordinator shall work with the Unions and Contractors in the administration of this Local Area Resident preference; and the Contractors and Unions shall cooperate by maintaining adequate records to demonstrate to the Community Workforce Coordinator that such preferences have been pursued.

Section 3.6 Helmets to Hardhats: The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. For purposes of this Agreement, the term "Eligible Veteran" shall have the same meaning as the term "veteran" as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified Local Area Resident to provide the Unions with proof of his/her status as an Eligible Veteran.

The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on Projects and of apprenticeship and employment opportunities for Projects. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

Section 3.7 Time for Referral: If any Union's registration and referral system fails to fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays, and holidays), that Contractor may use employment sources other than the Union registration and referral services and may employ applicants from any other available source. Employee(s) acquired from other employment sources will be considered a worker referred from the Union referral list described in Section 3.3.4.3. In other words; these employees will not count as Core Workers. The Contractors shall inform the Community Workforce Coordinator of any applicants hired from other employment sources within forty-eight (48) hours of such applicant being hired, and such applicants shall register with the appropriate hiring hall, if any, prior to commencing work on a Project, but is not required to become a union member as noted in Section 3.9.

Section 3.8 Lack of Referral Procedure: If a signatory Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the Union equal opportunity to refer applicants. The Contractors shall notify the Community Workforce Coordinator of employees so hired, as set forth in Section 3.5.

Section 3.9 Union Membership: Employees are not required to become or remain union members or pay dues or fees as a condition of performing Covered Work under this Agreement. Contractors will make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Labor Agreement. Nothing in this Section 3.9 is intended to supersede the requirements of applicable Master Labor Agreements as to those Employers otherwise signatory to such Master Labor Agreements and as to the employees of those Employers who are performing Covered Work.

Section 3.10 Individual Seniority: Except as provided in Section 4.3, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in a Union’s MLA, as of the effective date of this Agreement shall be recognized for purposes of layoffs.

Section 3.11 Foremen: The selection and number of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.

**ARTICLE 4
UNION ACCESS AND STEWARDS**

Section 4.1 Access to Project Sites: Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security, and safety rules.

Section 4.2 Stewards:

4.2.1 Each signatory Union shall have the right to dispatch a working journey person as a steward for each shift and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person’s duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

4.2.2 In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee’s appropriate supervisor. Each steward should be concerned only with the employees of the steward’s Contractor and, if applicable, subcontractor(s), and not with the employees of any other Contractor. A Contractor will not discriminate against the steward on the basis of proper performance of his/her Union duties.

4.2.3 When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request, and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such

cases, a steward may not service more than one work location without the approval of the Contractor.

4.2.4 The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 4.3 Steward Layoff/Discharge: The relevant Contractor agrees to notify the Community Workforce Coordinator and the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. In any case in which the steward is discharged or disciplined for just cause, the Community Workforce Coordinator and the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

Section 4.4 Employees on Non-Project Work: On work where the personnel of the County may be working in close proximity to the construction activities covered by this Agreement, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with the County personnel, or with personnel employed by the any other employer not a Party to this Agreement.

ARTICLE 5 WAGES AND BENEFITS

Section 5.1 Wages: All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. Notwithstanding any other provision of this Agreement, this Agreement does not relieve Signatory Contractors from paying all wages set forth in such then current Master Labor Agreements.

Section 5.2 Benefits:

5.2.1 Except as provided for in Section 5.2.1.1, below, Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate MLA, on behalf of all employees and make all employee authorized deductions in the amounts designated in the appropriate MLA; provided, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding any other provision of this Agreement, Signatory Contractors are required to make all contributions set forth in the then current Master Labor Agreements without reference to the forgoing

5.2.1.1 A Contractor not signatory to an existing Master Labor Agreement with a Union that provides its construction craft core employees with company paid health care benefits under an established plan and/or company paid retirement benefits under an established ERISA qualified retirement plan may continue to make such payments into

such plans on behalf of its Core Workers. A Non-signatory Contractor may also pay hourly cash fringe benefits, in lieu of actual benefits, to its core employees in accordance with applicable laws.

5.2.2 The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees, except as provided in section 5.2.1.1. The Contractor authorizes the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

5.2.3 Each Contractor and subcontractor is required to certify to the Community Workforce Coordinator that it has paid all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the Community Workforce Coordinator, the Community Workforce Coordinator shall work with any Contractor who is delinquent in payments to assure that proper benefit contributions are made.

Section 5.3 Wage Premiums: Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay, and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

Section 5.4 Compliance with Prevailing Wage Laws: The Parties agree that the Community Workforce Coordinator shall monitor the compliance by all Contractors and subcontractors with all applicable federal and state prevailing wage laws and regulations. All complaints regarding possible prevailing wage violations shall be referred to the Community Workforce Coordinator for processing, investigation, and resolution, and if not resolved within thirty (30) calendar days, may be referred by any party to the state labor commissioner.

**ARTICLE 6
WORK STOPPAGES AND LOCK-OUTS**

Section 6.1 No Work Stoppages or Disruptive Activity: The Trades Council and the Unions agree that neither they (collectively or individually), nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines, sick-out, or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or in any way related to Project Work, or which interferes with or otherwise disrupts Project Work, or with respect to or related to the County or Contractors or subcontractors, including, but not limited to economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is subject to arbitration. Any such actions by the Trades Council, or Unions, or their members, agents, representatives or the employees they represent shall constitute a violation of this Agreement. The Trades Council and the Union shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.

Section 6.2 Employee Violations: The Contractor may discharge any employee violating Section 6.1 above and any such employee will not be eligible for rehire under this Agreement.

Section 6.3 Standing to Enforce: The County, the Community Workforce Coordinator, or any Contractor affected by an alleged violation of Section 6.1 shall have standing and the right to enforce the obligations established therein.

Section 6.4 Expiration of MLAs: If the MLA, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project Work, the Union(s) agree that there shall be no work disruption of any kind as described in Section 6.1 above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set at the time of bid shall remain established and set for duration of the Project. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project, for Signatory Contractors, on one of the following two (2) options, both of which will be offered by the Unions involved to the Signatory Contractors affected:

6.4.1 Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union’s interim agreement offered to Signatory Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Santa Barbara County.

6.4.2 Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Signatory Contractor affected by that expiring contract agrees to the following retroactive provisions: if a new MLA, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Signatory Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee’s hours worked on the Project during the retroactive period. All Parties agree that such affected Signatory Contractors shall be solely responsible for any retroactive payment to its employees.

6.4.3 Some Signatory Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph 6.4.1, above and other Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph 6.4.2, above. To decide between the two options, Signatory Contractors will be

given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Signatory Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph (a) above, whichever is the later date. If the Signatory Contractor fails to timely select one of the two options, the Signatory Contractor shall be deemed to have selected the retroactivity option offered under paragraph 6.4.2, above.

Section 6.5 No Lockouts: Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term “lock-out” refers only to a Contractor’s exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does “lock-out” include the County’s decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

Section 6.6 Best Efforts to End Violations:

6.6.1 If a Contractor contends that there is any violation of this Article or Section 7.3, it shall notify, in writing, the Executive Secretary of the Trades Council, the Senior Executive of the involved Union(s) and the Community Workforce Coordinator. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order and use their best efforts to cause the cessation of any violation of the relevant Article.

6.6.2 If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the Community Workforce Coordinator, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 6.8. The Community Workforce Coordinator shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 6.7 Withholding of services for failure to pay wages and fringe benefits:

Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who fails to timely pay its weekly payroll; or fails to make timely payments to the Union’s Joint Labor/Management Trust Funds in accordance with the provisions of the applicable Master Labor Agreement. Prior to withholding its members’ services for the Contractor’s failure to make timely payments to the Union’s Joint Labor/Management Trust Funds, the Union shall give at least ten (10) days written notice of such failure to pay by registered or certified mail, return receipt requested, and by electronic mail to the involved Contractor and the Community Workforce Coordinator. The Union will meet within the ten (10) day period to attempt to resolve the dispute.

6.7.1 Upon the payment of the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

Section 6.8 Expedited Enforcement Procedure: Any party, including the County, which is an intended beneficiary of this Article, or the Community Workforce Coordinator, may institute the

following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 6.1, 6.5 or Section 7.3 is alleged.

6.8.1 The party invoking this procedure shall notify **Lou Zigman**, or, if Mr. Zigman is unavailable, **Sara Adler**, who have been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator and alternate arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the party invoking this procedure shall notify Sara Adler. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Trades Council if it is a Union alleged to be in violation, and to the County. For purposes of this Article, written notice may be given by electronic mail, hand-delivery or overnight mail and will be deemed effective upon receipt. County reserves the right to utilize an arbitrator from Conflict Solutions Services, JAMS or ADR Services, Inc. if the named arbitrators are unable or unwilling to provide services.

6.8.2 Upon receipt of said notice, the arbitrator named above, or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the County, the Trades Council of the involved Union(s) and/or Contractor.

6.8.3 The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all Parties. A failure of any Party or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

6.8.4 The sole issue at the hearing shall be whether or not a violation of Sections 6.1, 6.5 or Section 7.3 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages. The Award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such Award, upon issuance, shall be served on all Parties by hand or registered mail.

6.8.5 Such Award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's Award as issued under this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this Agreement (for the Trade Council, a Union and the County), as shown in their business contract for work under this Agreement (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.

6.8.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

6.8.7 The fees and expenses of the arbitrator shall be equally divided between the party or Parties initiating this procedure and the respondent Party or Parties.

6.8.8 Liquidated Damages. If the arbitrator determines that a work stoppage, in violation of Sections 6.1 or 7.5 has occurred, the respondent Unions(s) shall, within eight (8) hours of receipt of the award, direct all the employees they represent on the project to immediately return to work. If the craft(s) involved does not return to work by the beginning of the next regularly scheduled shift following such eight (8) hour period after receipt of the arbitrator’s award, and the respondent Union(s) have not complied with their obligation to immediately instruct, order, and use their best efforts to cause a cessation of the violation and return of the employees they represent to work, then the respondent Union(s) shall each pay a sum as liquidated damages in equal amounts to the County and the Contractor, and each shall pay an additional sum per shift for each shift thereafter on which the craft(s) has not returned to work.

Similarly, if the arbitrator determines that a lock-out, in violation of Section 6.5 has occurred, the respondent Contractor(s) shall, within eight (8) hours of receipt of the award, return all the affected employees to work on the Project, or otherwise correct the violation as found by the arbitrator. If the respondent Contractor(s) do not take such action by the beginning of the next regularly scheduled shift following the eight (8) hour period, each respondent Contractor shall pay a sum as liquidated damages in equal amounts to the County and to the affected Union(s) (with union amounts to be apportioned among the affected employees and the benefit funds to which contributions are made on their behalf, as appropriate and designated by the Arbitrator) and each shall pay an additional sum per shift for each shift thereafter in which compliance by the respondent Contractor(s) has not been completed.

The Arbitrator shall retain jurisdiction to determine compliance with this Section and to establish the appropriate sum of liquidated damages, which shall not be less than five thousand dollars (\$5,000) per shift, nor more than twenty thousand dollars (\$20,000) per shift.

**ARTICLE 7
WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES**

Section 7.1 Assignment of Work: The assignment of Project Work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the “Plan”) or any successor Plan.

Section 7.2 The Plan: All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future

by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

7.2.1 If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator’s hearing on the dispute shall be held at the offices of the applicable Building and Construction Trades Council within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 7.3 No Work Disruption Over Jurisdiction: All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer’s assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 7.4 Pre-Job Conferences: As provided in Article 14, each Employer will conduct a pre-job conference with the Council, the Unions and the Community Workforce Coordinator prior to commencing work. The Primary Employer and the Trades Council will be advised in advance of all such conferences set by the Community Workforce Coordinator and will participate. Pre-job conferences for different Employers may be held together.

Section 7.5 Resolution of Jurisdictional Disputes: If any actual or threatened strike, sympathy strike, work stoppage, slow down, sick-out, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the Plan then currently in effect, or otherwise as in Article 6 above.

**ARTICLE 8
MANAGEMENT RIGHTS**

Section 8.1 Contractor and County Rights: The County and the Contractors retain the full and exclusive authority for the management of its operations, as set forth in this Article, unless expressly limited or required by the other Articles of this Agreement. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractors’ rights include, but are not limited to, the right to:

8.1.1 Plan, direct and control operations of all work;

8.1.2 Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;

8.1.3 Promulgate and require all employees to observe reasonable job rules and security and safety regulations;

8.1.4 Discharge, suspend or discipline their own employees for just cause;

8.1.5 Utilize, in accordance with County approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and

8.1.6 Assign overtime, determine when it will be worked, and the number and identity of employees engaged in such work, subject to such provisions in the applicable MLA(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 8.2 Specific County Rights: In addition to the following and other rights of the County enumerated in this Agreement, the County expressly reserves its management rights and all the rights conferred on it by law. The County's rights (and those of the Community Workforce Coordinator on its behalf) include but are not limited to the right to:

8.2.1 Inspect any construction site or facility to ensure that the Contractor follows the applicable safety, contract and other work requirements;

8.2.2 Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at particular locations;

8.2.3 At its sole option, terminate, delay and/or suspend any and all portions of the Project Work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the County's facilities, programs, or services and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities. (In order to permit the Contractors and Unions to make appropriate scheduling plans, the County will provide the Community Workforce Coordinator, and the affected Contractor(s) and Union(s) with reasonable notice of any changes it requires pursuant to this section; provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the provision of Article 6, Section 6.6);

8.2.4 Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or customs, provided that nothing herein shall require such approval or extend any liability related to work performed by Contractors to the County;

8.2.5 Investigate and process complaints, through its Community Workforce Coordinator, in the matter set forth in Articles 6 and 9; and

8.2.6 Implement or cause to be implemented by a Contractor reasonable Project site safety, drug free workplace and/or site access rules.

Section 8.3 Use of Materials: There should be no limitations or restriction by Union upon a Contractor’s choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the California Public Contract and Labor Codes as required by law in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. The County and its Community Workforce Coordinator shall advise all Contractors of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Project Work.

Section 8.4 Special Equipment, Warranties and Guaranties:

8.4.1 The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install or work with any standardized and/or catalogue: parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

8.4.2 If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will precede as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 9.

**ARTICLE 9
SETTLEMENT OF GRIEVANCES AND DISPUTES**

Section 9.1 Cooperation and Harmony on Site:

9.1.1 This Agreement is intended to establish and foster continued close cooperation between management and labor. The Trades Council shall assign a representative to this Project for the purpose of assisting the Unions, and working with the Community Workforce Coordinator, together with the Contractors, to complete the construction of the Project economically, efficiency, continuously and without any interruption, delays or work stoppages.

9.1.2 The Community Workforce Coordinator, the Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 6 or 7.

9.1.3 The Community Workforce Coordinator shall oversee the processing of grievances under this Article and Article 6, including the scheduling and arrangements of

facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to insure the time limits and deadlines are met.

Section 9.2 Processing Grievances: Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the MLAs, but not jurisdictional disputes or alleged violations of Section 6.1 and 6.5 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. Employee Grievances: When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his/her Union business representative or, job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A business representative of the Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to resolve the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing and signed under penalty of perjury, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances: Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined above for the adjustment of an employee complaint.

Step 2. The business manager of the involved Union or his designee, together with the site representative of the involved Contractor, and the labor relations representative of the Community Workforce Coordinator, shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) working days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor may request in writing to the Community Workforce Coordinator (with copies to the other Party(ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list of experienced construction industry arbitrators below, on a rotational basis in the order listed. Those arbitrators are: (1) **Louis Zigman**; (2) **Sara Adler**; (3) **Fredric Horowitz**; (4) **Walt Daugherty**; and (5) **William Rule**. The decision of the arbitrator shall be final and binding on

all Parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved Union(s). County reserves the right to utilize an arbitrator from Conflict Solutions Services, JAMS or ADR Services, Inc. if the named arbitrators are unable or unwilling to provide services.

(b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

(c) The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Parties (e.g., conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and Contractor(s) involved.

Section 9.3 Limit on Use of Procedures: Procedures contained in this Article shall not be applicable to any alleged violation of Articles 6 or 7, with a single exception that any employee discharged for violation of Section 6.2, or Section 7.3, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 9.4 Notice: The Community Workforce Coordinator (and the County, in the case of any grievance regarding the Scope of this Agreement) shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the Community Workforce Coordinator shall, upon its own request, be permitted to participate fully in all proceedings at such steps.

**ARTICLE 10
REGULATORY COMPLIANCE**

Section 10.1 Compliance with All Laws: The Trades Council and all Unions, Contractors, subcontractors and their employed shall comply with all applicable federal and state laws, ordinances, resolutions and regulations including, but not limited to, those relating to safety and health, employment and applications for employment. All employees shall comply with the safety regulations established by the County and/or the Contractor. Workers must promptly report any injuries or accidents as required by applicable policy and/or law.

Section 10.2 Monitoring Compliance: The Parties agree that the County shall require, and that the Community Workforce Coordinator and Trades Council shall monitor, compliance by all Contractors and subcontractors with all federal and state law regulations that, from time to time may apply to Project Work. It shall be the responsibility of both the Trades Council and the Community Workforce Coordinator (on behalf of the County) to investigate or monitor compliance with these various laws and regulations and any suspected non-compliance observed by the Trades Council shall be immediately reported to the Community Workforce Coordinator. The Trades Council may recommend to the Community Workforce Coordinator and/or the County procedures to encourage and enforce compliance with these laws and regulations.

Section 10.3 Prevailing Wage Compliance: The Trades Council or Union shall refer all complaints regarding any potential prevailing wage violation to the Community Workforce Coordinator, who on its own, or with the assistance of the County’s labor compliance program, shall process, investigate and resolve such complaints, consistent with Article 5, Section 5.4. The Trades Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under the California Labor Code, including the rights of an individual to file a complaint with the California Labor Commissioner or to file a grievance for such violation under the grievance procedure set forth in this Agreement.

Section 10.4 Violations of Law: Based upon a finding of violation by the County of a federal and/or state law, and upon notice to the Contractor that it or its subcontractors are in such violation, the County, in the absence of the Contractor or subcontractor remedying such violation, shall take such action as it is permitted by law or contract to encourage the Contractor to come into compliance, including, but not limited to, assessing fines and penalties, and/or removing the offending Contractor from Project Work. Additionally, in accordance with the Agreement between the County and the Contractor, the County may cause the Contractor to remove from Project Work any subcontractor who is in violation of state or federal law.

**ARTICLE 11
SAFETY AND PROTECTION OF PERSON AND PROPERTY**

Section 11.1 Safety:

11.1.1 It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the County and/or the Contractor. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the County.

11.1.2 Employees shall be bound by the safety, security, and visitor rules established by the Contractor and/or the County. These rules will be published and posted. An employee’s failure to satisfy his/her obligations under this section will subject him/her to discipline, up to and including discharge.

11.1.3 The Parties to this Agreement adopt the Tri Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as **Attachment “D,”** and which shall be the policy and procedure utilized under this Agreement.

Section 11.2 Suspension of Work for Safety: A Contractor may suspend all or a portion of the job to protect the life and safety of employees. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the Contractor requests employees to remain at the site and be available for work, the employees will be compensated for stand-by time at their basic hourly rate of pay.

Section 11.3 Water and Sanitary Facilities: The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees as required by state law or regulation.

**ARTICLE 12
TRAVEL AND SUBSISTENCE**

Section 12.1 Travel expenses, travel time, subsistence allowances, zone rates and parking reimbursements shall be paid in accordance with the applicable prevailing wage determination.

**ARTICLE 13
APPRENTICES**

Section 13.1 Importance of Training: The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the County, and the opportunities to provide continuing work under the construction program. To these ends, the Parties will facilitate, encourage, and assist local residents to commence and progress in an Approved Apprenticeship Programs and/or training programs in the construction industry leading to participation in such apprenticeship programs. The County, the Community Workforce Coordinator, and the Trades Council, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint Labor/Management apprenticeship programs maintained by the signatory Unions.

Section 13.2 Use of Apprentices:

13.2.1 Apprentices used on Projects under this Agreement shall be registered in Approved Apprenticeship Programs approved by the State of California and the Federal Department of Labor, to the extent required by any Project funding source. Apprentices may comprise up to thirty percent (30%) of each craft’s work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards (“DAS”), establish a lower or higher maximum percentage, and where such is the case, the applicable Union should use its best efforts with its apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.

13.2.2 The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall comply, at a minimum, with the applicable provisions of the California Labor Code relating to utilization of apprentices. The County shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers, the Community Workforce Coordinator will work with the Trades Council to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

13.2.3 The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeyman working on the project where the apprentice

is to be employed who is qualified to assist and oversee the apprentice’s progress through the program in which he is participating.

13.2.4 All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship], Section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeship occupation. Should a question arise as to a journeyman’s qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker’s qualification as a journeyman to the Community Workforce Coordinator.

**ARTICLE 14
PRE-JOB CONFERENCES**

Section 14.1 Each Prime Contractor will conduct a pre-job conference with the Unions for it and all of its subcontractors not later than fourteen (14) calendar days prior to commencing work. Each Contractor conducting a pre-job shall notify all subcontractors of all tiers, who shall participate in such conferences, ten (10) calendar days in advance of all such conferences. The purpose of the conference will be to, among other things, determine craft manpower needs, schedule of work for the contract and project work rules/owner rules. The Trades Council, the Community Workforce Coordinator, and the County shall be advised in advance of all such conferences and will participate. All work assignments shall be disclosed by the Prime Contractor and all Contractors at the pre-job conference. Any Union in disagreement with the proposed assignment shall notify the Contractor of its position in writing, with a copy to Community Workforce Coordinator, within seven (7) calendar days thereafter. Within seven (7) calendar days after the period allowed for Union notices of disagreement with the Contractor’s proposed assignments, but prior to the commencement of any work, the Contractor shall make final assignments in writing with copies to the Trades Council and to the Community Workforce Coordinator.

**ARTICLE 15
SAVINGS AND SEPARABILITY**

Section 15.1 Savings Clause: It is not the intention of the County, the Community Workforce Coordinator, Contractor or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is

granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 15.2 Effect of Injunctions or Other Court Orders: The Parties recognize the right of the County to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute prohibiting this Agreement become effective which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project. Notwithstanding such an action by the County, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and effect on covered Project Work to the maximum extent legally possible.

ARTICLE 16 WAIVER

Section 16.1 A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

ARTICLE 17 AMENDMENTS

Section 17.1 The provisions of this Agreement can be renegotiated, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto.

ARTICLE 18 ENTIRE AGREEMENT

Section 18.1 This Agreement represents the complete understanding of the Parties. The provisions of this Agreement shall apply to the Project Work covered by this Agreement.

Section 18.2 The parties agree that this Agreement covers all matters affecting wages, hours, and other terms and conditions of employment and that during the term of this Agreement the Parties will not be required to negotiate on any further matters affecting these or any other subject not specifically set forth in this Agreement except by mutual agreement of the Parties.

Section 18.3 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages and when bound together all necessary signatures shall constitute an original. Facsimile or PDF signature pages transmitted to other parties to this Agreement shall be deemed the equivalent to original signatures.

**ARTICLE 19
DURATION OF THE AGREEMENT**

Section 19.1 Duration:

19.1.1 This Agreement shall be effective from the date the Agreement is fully executed by the parties but no sooner than April 1, 2023 and shall remain in effect for a period of five (5) years from the date of adoption.

19.1.2 Any Project commenced during the term of this Agreement shall continue to be covered by the terms and conditions of this Agreement until the Project Work is completed.

Section 19.2 Turnover and Final Acceptance of Completed Work:

19.2.1 Construction of any phase, portion, section, or segment of a Project shall be deemed complete when such phase, portion, section or segment has been turned over to the County by the Contractor and the County has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the County or third parties with the approval of the County, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the County to engage and repairs or modifications required by its contract(s) with the County.

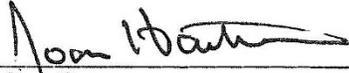
19.2.2 Notice of each final acceptance received by the Contractor will be provided to the Trades Council with the description of what phase, portion, section or segment, etc. has been accepted. Final acceptance may be subject to a “punch” list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the County and Notice of Acceptance is given by the County or its representative to the Contractor. At the request of the Union, complete information describing any “punch” list work, as well as any additional work required of a Contractor at the direction of the County, involving otherwise turned over and completed facilities which have been accepted by the County, will be available from the Community Workforce Coordinator.

IN WITNESS whereof the Parties have caused this Continuity of Work Agreement to be executed as of the date and year stated below.

12-2-22

**COUNTY OF SANTA BARBARA;
SANTA BARBARA COUNTY
FLOOD CONTROL AND WATER
CONSERVATION DISTRICT; SANTA
BARBARA COUNTY WATER AGENCY;
LAGUNA COUNTY SANITATION
DISTRICT; and SANTA BARBARA
COUNTY FIRE PROTECTION DISTRICT**

**TRI-COUNTIES BUILDING &
CONSTRUCTION TRADES COUNCIL**

By: 
Joan Hartmann
Chair, Board of Supervisors
Chair, Board of Directors

By: _____
Joshua Medrano
Executive Secretary-Treasurer

Dated: 12-2-22

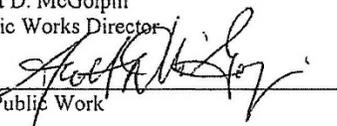
Dated: _____

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Santa Barbara County Board of Supervisors
Ex Officio Clerk of the Santa Barbara County Flood Control and Water Conservation District, Santa Barbara County Water Agency, Laguna County Sanitation District, and Santa Barbara County Fire Protection District

By: 
Deputy Clerk

RECOMMENDED FOR APPROVAL:

Scott D. McGolpin
Public Works Director
By: 
Public Work

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Manager
By: Greg Milligan, Risk Manager Digitally signed by Greg Milligan, Risk Manager
Date: 2022.11.29 16:16:05 -08'00'
Risk Management

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel
By: 
Deputy County Counsel

TRI-COUNTIES BUILDING AND CONSTRUCTION
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

- Asbestos Heat & Frost Insulators (Local 5) _____
Address for Notice:
- Boilermakers (Local 92) _____
Address for Notice:
- Bricklayers & Allied Craftworkers (Local 4) _____
Address for Notice:
- Cement Masons (Local 600) _____
Address for Notice:
- Electricians (Local 413) _____
Address for Notice:
- Elevator Constructors (Local 18) _____
Address for Notice:
- Iron Workers (Reinforced – Local 416) _____
Address for Notice:
- Iron Workers (Structural – Local 433) _____
Address for Notice:
- Laborers (Local 220) _____
Address for Notice:
- Operating Engineers (Local 12) _____
Address for Notice:
- Operating Engineers (Local 12) _____
Address for Notice:
- Operating Engineers (Local 12) _____
Address for Notice:
- Painters & Allied Trades DC 36 _____
Address for Notice:
- U.A. D.C. 16 _____
Address for Notice:
- Pipe Trades (Local 345) _____

Address for Notice:
Pipe Trades (Sprinkler Fitters Local 669) _____
Address for Notice:
Plasterers (Local 200) _____
Address for Notice:
Roofers & Waterproofers (Local 36) _____
Address for Notice:
Sheet Metal Workers (Local 104) _____
Address for Notice:
Teamsters (Local 986) _____
Address for Notice:
Southwest Regional Council of Carpenters _____
Address for Notice:

ATTACHMENT A
LIST OF APPLICABLE MASTER LABOR AGREEMENTS
[TO BE PROVIDED BY THE TRADES COUNCIL]

Union	MLA Term
Asbestos Heat & Frost Insulators (Local 5)	_____
Boilermakers (Local 92)	_____
Bricklayers & Allied Craftworkers (Local 4)	_____
Cement Masons (Local 600)	_____
Electricians (Local 413)	_____
Elevator Constructors (Local 18)	_____
Iron Workers (Reinforced – Local 416)	_____
Iron Workers (Structural – Local 433)	_____
Laborers (Local 220)	_____
Operating Engineers (Local 12)	_____
Operating Engineers (Local 12)	_____
Operating Engineers (Local 12)	_____
Painters & Allied Trades DC 36	_____
U.A. D.C. 16	_____
Pipe Trades (Local 345)	_____
Pipe Trades (Sprinkler Fitters Local 669)	_____
Plasterers (Local 200)	_____
Roofers & Waterproofers (Local 36)	_____
Sheet Metal Workers (Local 104)	_____
Teamsters (Local 986)	_____
Southwest Regional Council of Carpenters	_____

**ATTACHMENT B
LETTER OF ASSENT**

To be signed by all contractors awarded work covered by the
Community Workforce Agreement prior to commencing work.

[Contractor's Letterhead]

Community Workforce Coordinator

Attn: _____

Re: County of Santa Barbara Community Workforce Agreement - Letter of Assent

Dear Sir:

This is to confirm that [*name of company*] agrees to be party to and bound by the County of Santa Barbara Community Workforce Agreement ("Agreement") effective _____, 2022, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By: _____

Name: _____

Title: _____

Contractor State License No. _____

Project: _____

[Copies of this letter must be submitted to the Tri-Counties Building and Construction Trades Council per Section 2.5.2]

**ATTACHMENT C
COUNTY OF SANTA BARBARA
COMMUNITY WORKFORCE AGREEMENT
CRAFT REQUEST FORM**

TO THE CONTRACTOR: Please complete and fax or email this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing or emailing your request, please call the Union to verify receipt and substantiate their capacity to furnish workers as specified below. Please print your Fax Transmission Verification Reports or email and keep copies for your records.

The County of Santa Barbara Community Workforce Agreement establishes a goal that 50% of all of the construction labor hours worked on the Project shall be from qualified workers residing, as well as “Veterans,” regardless of where they reside: First, Area Residents residing in the County of Santa Barbara; second, within San Luis Obispo and Ventura Counties. For Dispatch purposes, employees residing within either of these two (2) areas, as well as Veterans, regardless of where they reside, shall be referred to as Local Area Residents.

TO THE UNION: Please complete the “Union Use Only” section on the next page and fax this form back to the requesting Contractor. Be sure to retain a copy of this form for your records.

CONTRACTOR USE ONLY

To: Union Local # _____ **Fax#** () _____ **Date:** _____
Cc: Community Workforce Coordinator
From: Company: _____ **Issued By:** _____
 Contact Phone: () _____ **Contact Fax:** () _____

PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.

Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Local Area Resident or General Dispatch	Number of workers needed	Report Date	Report Time
TOTAL WORKERS REQUESTED = _____					

Please have worker(s) report to the following work address indicated below:

Project Name: _____ **Site:** _____ **Address:** _____
Report to: _____ **On-site Tel:** _____ **On-site Fax:** _____
Comment or Special Instructions: _____

UNION USE ONLY

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

WORKER REFERRED

Name:		
Date worker was dispatched:		
Is the worker referred a: (check all that apply)		
JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL AREA RESIDENT	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

[This form is not intended to replace a Union's Dispatch or Referral Form normally given to the employee when being dispatched to the jobsite.]

ATTACHMENT D
TRI-COUNTIES BUILDING AND CONSTRUCTION
TRADES COUNCIL
APPROVED
DRUG AND ALCOHOL TESTING POLICY

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Community Workforce Agreement ("CWA").
2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Policy.
3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the CWA. Said notice shall be sent by email or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the CWA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.
4. An Employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of a valid drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of a valid drug testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(1) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.
5. The following procedure shall apply to all drug testing:

a. The Employer may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. An employer may request an applicant to perform an alcohol breathalyzer test, at a certified laboratory only and cutoff levels shall be those mandated by applicable state or federal law.

c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Employer and the Union.

d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA. Should these SAMHSA levels be changed during the course of this Agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing Agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

e. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.

g. No individual who tests negative for drugs pursuant to the above procedure and becomes employed on the project shall again be subjected to drug testing with the following exceptions:

1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/her or others may be tested for drug or alcohol pursuant to the procedures stated hereinabove.

2. The Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.

h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The Employers will be allowed to conduct periodic jobsite drug testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;

c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by a SAMHSA certified laboratory, pursuant to the

provisions set forth in paragraph 5 hereinabove.

e. Only two (2) periodic tests may be performed in a twelve (12) month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.

8. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the CWA.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the Agreement shall be unaffected, and the parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she shall be reinstated.

11. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

13. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

14. The parties agree to develop and implement a drug abuse prevention and testing program for all apprentices entering the industry.

15. This Memorandum of Understanding shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

APPENDIX A: SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff ¹	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA) ²	50 ng/ml ³	THCA	15 ng/ml
Cocaine metabolite (Benzoyllecgonine)	150ng/ml ³	Benzoyllecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100 ng/ml 100 ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100ng/ml 100 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250ng/ml 250 ng/ml

¹ For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

² An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinol-9- carboxylic acid (THCA).
³ **Alternate technology (THCA and benzoyllecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ ml for benzoyllecgonine).

MDMA ⁴ /MDA ⁵	500 ng/ml	MDMA MDA	250ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

⁴ Methylendioxyamphetamine (MDMA)
⁵ Methylendioxyamphetamine (MDA)

SIDE LETTER OF AGREEMENT

TESTING POLICY FOR DRUG ABUSE

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the "quick" screen test.

**BOARD OF SUPERVISORS OF THE
COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA**

**BOARD OF DIRECTORS OF THE SANTA BARBARA COUNTY
FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

**BOARD OF DIRECTORS OF THE
SANTA BARBARA COUNTY WATER AGENCY**

**BOARD OF DIRECTORS OF THE
LAGUNA COUNTY SANITATION DISTRICT**

**BOARD OF DIRECTORS OF THE
SANTA BARBARA COUNTY FIRE PROTECTION DISTRICT**

**IN THE MATTER OF ESTABLISHING)
A POLICY ON THE USE OF A) RESOLUTION NO. 22-241
TEMPLATE COUNTYWIDE)
COMMUNITY WORKFORCE)
AGREEMENT)**

WHEREAS, it is the intent of the Board of Supervisors and Directors in enacting this resolution establishing a policy for use of a Template Countywide Community Workforce Agreement to encourage the use of local labor, to eliminate labor strife that may cause work stoppages and project delays, and to ensure a skilled and properly trained workforce that will be able to successfully complete County capital construction projects in a timely manner, especially when multiple trades are involved in a project; and

WHEREAS, a “Community Workforce Agreement” means a pre-hire collective bargaining agreement that complies with Public Contract Code section 2500 *et seq.*, and that covers all the trades on a publicly funded construction project; and

WHEREAS, “County” as used in this resolution, includes the County of Santa Barbara, the Santa Barbara County Flood Control and Water Conservation District, the Santa Barbara County Water Agency, the Laguna County Sanitation District, and the Santa Barbara County Fire Protection District; and

WHEREAS, on December 2, 2022, the Board approved a Template Countywide Community Workforce Agreement for use on capital construction projects as directed herein; and

WHEREAS, a “Construction Project” means any County construction project subject to the Public Contract Code’s competitive bidding requirements that includes construction, reconstruction, replacement, or improvement, excluding maintenance and repair and emergency work, of any public infrastructure, paid for in whole or in part by County funds with a projected construction cost of ten million dollars or more; and

WHEREAS, an “Emergency Project” means any County construction project which is necessary for the immediate protection of public health and safety; and

WHEREAS, this resolution establishes a policy for the use of the Template Countywide Community Workforce Agreement for five years for County Construction Projects greater than ten million dollars; and

WHEREAS, this policy is in furtherance of a legitimate governmental interest consistent with competitive bidding law in that it will prevent costly project delays, assure contractors access to skilled labor, and avoid the potential for labor strife during the life of Construction Projects; and

WHEREAS, this resolution is adopted in accordance with Public Contract Code section 2500 *et seq.*, and shall be enforced only to the extent that it is consistent with the laws of the State of California and the United States; and

WHEREAS, nothing in this resolution is intended to exempt any contractor or business from complying with State, Federal, or local laws, regulations or ordinances, or from complying with requirements for apprenticeship programs.

NOW, THEREFORE, BE IT RESOLVED that:

1. The Board finds that use of the Template Countywide Community Workforce Agreement, as directed herein and adopted by the Board on December 2, 2022, for capital Construction Projects in excess of ten million dollars is in furtherance of a legitimate government interest and is necessary to avoid labor strife.
2. Construction Projects, subject to the advertising, bidding and award requirements of the Public Contract Code, in an amount of ten million dollars or more, as estimated by the County’s Project Engineer or the County’s Project Manager, will use the Template Countywide Community Workforce Agreement, unless: i) said agreement will jeopardize State, Federal or other funding sources for the Construction Project, ii) the project is for repair and maintenance, iii) is an Emergency Project, or iv) is for work specifically excluded in Section 2.3 of the Template Countywide Community Workforce Agreement. In addition, if a Construction Project has been bid with the Template Countywide Community Workforce Agreement and the Project needs to be rebid it is in the department’s discretion to rebid the project without the Template Countywide Community Workforce Agreement.
 - a. The determination of the Construction Project’s costs shall be made by the County’s Project Engineer or the County’s Project Manager and is not subject to appeal.
 - b. If the use of the Template Countywide Community Workforce Agreement is required, the requirement shall be included in the procurement documents and the construction contract.

- 3. Annually the County Executive Office will provide a report on the use of the Template Countywide Community Workforce Agreement and the achievement of the County's goals as stated in this policy.
- 4. This resolution will take effect on April 1, 2023 and shall be effective for five years, unless otherwise extended by the Board. After five years, if not otherwise extended, this resolution will be null and void and of no further effect.

PASSED, APPROVED AND ADOPTED by the Board of Supervisors of the County of Santa Barbara, State of California, the Board of Directors of the Santa Barbara County Flood Control and Water Conservation District, the Board of Directors of the Santa Barbara County Water Agency, Board of Directors of the Laguna County Sanitation District, and the Board of Directors of the Santa Barbara County Fire Protection District held on this 2nd day of December, 2022 by the following vote:

AYES: Supervisors Williams, Hart and Hartmann

NOES: Supervisors Nelson and Lavagnino

ABSTAIN: None

ABSENT: None

ATTEST:

Mona Miyasato
 County Executive Officer
 Clerk of the Board
 Ex Officio Clerk of the Santa Barbara
 County Flood Control and Water
 Conservation District, Santa Barbara
 County Water Agency, Laguna County
 Sanitation District, and Santa Barbara
 County Fire Protection District

COUNTY OF SANTA BARBARA;

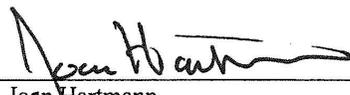
**SANTA BARBARA COUNTY
 FLOOD CONTROL AND WATER
 CONSERVATION DISTRICT;**

**SANTA BARBARA COUNTY
 WATER AGENCY;**

**LAGUNA COUNTY SANITATION
 DISTRICT; and**

**SANTA BARBARA COUNTY FIRE
 PROTECTION DISTRICT**

By: 
 Deputy Clerk

By: 
 Joan Hartmann,
 Chair, Board of Supervisors
 Chair, Board of Directors

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

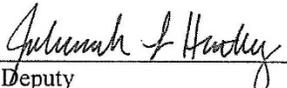
By: 
Deputy

EXHIBIT 1

LETTER OF ASSENT

To be signed by all contractors awarded work covered by the
Community Workforce Agreement prior to commencing work.

[Contractor's Letterhead]

Community Workforce Coordinator

Attn: _____

Re: County of Santa Barbara Community Workforce Agreement – Letter of Assent

Dear Sir:

This is to confirm that [name of company] agrees to be party to and bound by the County of Santa Barbara Community Workforce Agreement (“Agreement”) effective _____, 2023, as such agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by the Agreement shall extend to all work covered by the Agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By: _____

Name: _____

Title: _____

Contractor State License No. _____

Project: _____

[Copies of this letter must be submitted to the Tri-Counties Building and Construction Trades Council per Section 2.5.2]

Delete sections 2-1.15 to 2-1.27.

Replace section 2-1.33A with:

2-1.33A General

Complete the forms in the *Bid Book*.

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

Submit *Bid Book* forms and your electronic bid as instructed in the *Notice to Bidders*. The original Bid Book must be submitted immediately upon request after the bid opening.

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

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

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

Replace section 2-1.34 with:

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

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

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

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

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

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

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

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

Replace the first paragraph in section 2-1.50 with:

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

3 CONTRACT AWARD AND EXECUTION

Replace section 3-1.02B with:

The Department breaks a tied bid with a coin toss.

Replace section 3-1.04 with:

3-1.04 CONTRACT AWARD

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

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

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

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

Replace section 3-1.05 with:

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

The successful bidder must furnish 2 bonds:

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

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

The District furnishes the successful bidder with bond forms.

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

Delete section 3-1.08.

Delete section 3-1.11.

Replace section 3-1.18 with:

3-1.18 CONTRACT EXECUTION

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

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

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

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

Add to section 3-1.19 with:

3-1.19 BIDDERS SECURITIES

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

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

4 SCOPE OF WORK

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

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

Add to end of section 4-1.06B:

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

5 CONTROL OF WORK

Replace last paragraph of section 5-1.01 with:

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 Revised standard specifications
 - 1.6 Standard specifications
 - 1.7 Revised standard plans
 - 1.8 Standard plans
 - 1.9 Supplemental project information
2. Written numbers and notes on a drawing govern over graphics
3. A detail drawing governs over a general drawing
4. A detail specification governs over a general specification
5. A specification in a section governs over a specification referenced by that section

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

Add to section 5-1.03

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

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

Add to section 5-1.09:

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

Delete section 5-1.13C.

Delete section 5-1.13D.

Add to section 5-1.16:

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

Add to section 5-1.17:

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

Add to section 5-1.23A:

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

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

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

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

You must maintain a complete and accurate record of all changes of construction from those shown in these plans and specifications for the purpose of providing a basis for construction record drawings. The contractor is required to make their as built change documentation available for review during progress of the work. Engineer and/or district will audit as built from time to time, at any time but no greater than monthly. No changes must be made without prior written approval of the Engineer.

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

Add to section 5-1.23C:

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

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

Replace section 5-1.27C with:

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

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

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

Submit change order bills to Engineer.

Add to section 5-1.30

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

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

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

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

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

Add to section 5-1.32:

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

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

Add to section 5-1.36A:

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

Replace section 5-1.43 with:

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

Add to section 5-1.46

Neither the final certificate of payment nor any provision in the bid documents, nor partial or entire use of the improvements by the owner, will constitute an acceptance of work not done in accordance with the bid documents or relieve you of liability in respect to any express warranties or responsibility for faulty materials or workmanship. You must attend the Final Job Walkthrough Meeting to be held prior to final payment at a time designated by the Engineer. Your representative must be present at all times during the final job walkthrough.

6 CONTROL OF MATERIALS

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

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

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

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

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

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

Add to section 6-2.03B:

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

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

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

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

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

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

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Replace section 7-1.02I(1) with:

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

Sec. 2-94. - Exceptions.

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

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

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

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

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

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

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

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

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

Sec. 2-95.5. - Exceptions.

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

Sec. 2-96. - Purchase orders.

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

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

Sec. 2-97. - Affirmative Action Officer.

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

matter to be presented for action to the State Fair Employment Practices Commission or the Federal Equal Employment Opportunities Commission, or both, and to any other concerned state or federal agencies or officers.

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

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

- (a) Neither the County of Santa Barbara, nor any of its agencies, departments, affiliates, or political subdivisions over which it exercises jurisdiction, shall:
 - (1) Deny any youth group equal access to, or fair opportunity to conduct meetings or other events at, or otherwise utilize any public facility;
 - (2) Deny any youth group use permits or licenses regarding, or otherwise withhold from any youth group permission to use, any public facility; or
 - (3) Otherwise discriminate against any youth group; on the basis of the membership or leadership criteria of such youth group.
- (b) For purposes of this section, a public facility shall include any public forum, limited public forum, public property, or public area including any public building, park, beach, campground, or any other area controlled or operated by the County of Santa Barbara.
- (c) For purposes of this section, a youth group means any group or organization intended to serve young people under the age of twenty-one.

Add to section 7-1.02K(1):

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

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

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

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

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

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

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

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

Submit certified payroll by mail to the Department.

Each submission must:

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

Add to section 7-1.02K(5):

Working hours on working days will be between the hours of 8:00 a.m. and 5:00 p.m. No work will be done or noise generated outside these hours except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

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

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

Your Injury and Illness Prevention Program must include:

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

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

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

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

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

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

American Medical Response, Santa Barbara County Contact Information

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

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

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

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

Replace section 7-1.02P with:

7-1.02P County Ordinance

7-1.02P(1) General

Comply with County Ordinances.

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

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

7-1.02P(2) Grading

Comply with 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 Ordinance 1491, Sec. 28-49.

Delete last sentence of Section 7-1.03 paragraph 15

Delete last sentence of Section 7-1.04 paragraph 7

Add to section 7-1.05:

7-1.05 INDEMNIFICATION

7-1.05A General

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

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

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

7-1.05C Responsibility to Other Entities

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

Replace section 7-1.06 with:

7-1.06 INSURANCE

7-1.06A General

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

7-1.06B Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and **\$4,000,000** in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), with limit no less than **\$2,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk (Course of Construction):** insurance utilizing an "all Risk" (aka "Special" policy form) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. The policy must include the perils of earthquake and flood and "certified acts of terrorism" with a minimum policy limit equal to the completed value of the project, with maximum deductible of **\$25,000**. Coverage must also include soft costs, building ordinance or law, off site materials storage, property in transit, loss of materials and equipment at the job site and boiler and machinery if applicable.
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 Risk policy with respect to liability arising out of work or operations performed by you or on your behalf including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to your insurance at least as broad as ISO Form CG 20 10 11 85 or 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, your insurance coverage shall be primary insurance 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 your insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
4. **Waiver of Subrogation Rights** –You agree to waive rights of subrogation which any of your insurer may acquire from you by virtue of the payment of any loss. You agree to obtain any endorsement that may be necessary to effect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the County for all work performed by you, your employees, agents and subcontractors. This provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the County. At County's option, either: cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, agents and volunteers; or provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** –You must furnish proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements must be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive your obligation to provide them. You must furnish evidence of renewal of coverage throughout the term of the Agreement. The County reserves the right to

require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, County has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by County as a material breach of contract.
9. **Subcontractors** –You must require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and you must ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, you must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

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

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

7-1.06D Enforcement

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

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

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

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

7-1.06E Self-Insurance

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

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

8 PROSECUTION AND PROGRESS

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

The District will issue you a Notice to Proceed after the Contract has been awarded and establish the first Contract Working Day with you. The Notice to Proceed will list the first Contract Working Day, which must not be more than **21** calendar days past the date on which the contract was awarded.

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

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

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

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

Add to section 8-1.06:

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

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

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

Add to section 8-1.10A:

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

Add to end of section 8-1.13:

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

9 PAYMENT

Add to section 9-1.06A:

Section 9-1.06 does NOT apply to supplemental work.

The District does not pay for eliminated supplemental work.

Add to section 9-1.16A:

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

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

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

Submit the following certification with each application for progress payment:

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

BY: _____

Date: _____

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

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

Add to first paragraph of section 9-1.16B:

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

Replace section 9-1.16F with:

9-1.16F Prompt Payment of Funds Withheld to Subcontractors

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

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

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

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

Add to section 9-1.17C:

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

Replace section 9-1.17D(3) with:

9-1.17D(3) Determination of Claims

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

The Contractor shall furnish reasonable documentation to support the claim.

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

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

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

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

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

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

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

Delete section 9-1.22.

DIVISION II GENERAL CONSTRUCTION

10 GENERAL

Add to section 10-1.04:

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

Add to section 10-6:

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

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

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

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

12 TEMPORARY TRAFFIC CONTROL

Add to section 12-1.01:

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

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 Resources Control Board website.

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

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

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

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.

Revise the following definitions in section 13-1.01B:

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

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

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

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

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

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.

15 EXISTING FACILITIES

Delete the last paragraph in Section 15-1.03B

DIVISION III EARTHWORK AND LANDSCAPE

19 EARTHWORK

Add to section 19-1.03B:

You may be directed to perform unsuitable subgrade stabilization. This only applies in the event that unsuitable subgrade, which is not otherwise addressed by the contract documents, is encountered and stabilization is ordered by the Engineer. This work is Supplemental Work and will be paid in accordance with section 9-1.04.

TECHNICAL PROVISIONS

ORGANIZATION

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

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

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

DIVISION I GENERAL PROVISIONS

Add before section 1:

Bid Items and Applicable Standard Sections		
Item code	Item description	Applicable section
051260	Construction Survey	5
080050	Progress Schedule (Critical Path Method)	8
080100	Seasonal Suspension of Work	8
999990	Mobilization	9

2 BIDDING

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

Supplemental Project Information

Means	Description
Included in the <i>Information Handout</i>	Mitigation Measures and Conditions of Approval
Included in the <i>Information Handout</i>	Environmental Permits, Licenses, Agreements, and Certificates (PLACs): a) Revised Biological Assessment for the tidewater goby (<i>Eucyclogobius newberryi</i>) and Revised Biological Assessment for the steelhead (<i>Oncorhynchus mykiss</i>). Lower Mission Creek Flood Control Project, Santa Barbara, California, prepared by: U.S. Army Corps of Engineers, Los Angeles District, June 2000”, Section 7, page No. 22-25. b) U.S. Fish and Wildlife Service Biological Opinion for the Lower Mission Creek Flood Control Project, Santa Barbara County, California (1-8-00-F-74; June 1, 2001). c) National Marine Fisheries Service Biological Opinion the Lower Mission Creek Flood Control Project (F-LB-00-23:KAJ, August 2, 2000). d) Regional Water Quality Control Board Clean Water Act Section 401 Water Quality Certification and Amendment for No. 34209WQ22 (January 26, 2010). e) U.S. Army Corps of Engineers Clean Water Act Section 404 Permit (SPL-2017-00181-CLH (NWP No. 3: Maintenance November 29, 2017 – March 18, 2022) f) California Department of Fish and Game Streambed Alteration Agreement, Notification No. 1600-2016-0078-R5 (October 25, 2016 – December 1, 2021) and Amendment for 1600-2016-0078-R5 (December 1, 2021 – December 1, 2026)
Included in the <i>Information Handout</i>	Example copy of Public Works Construction Permit conditions
Included in the <i>Information Handout</i>	City of Santa Barbara’s Gutierrez Street Bridge Replacement Project Plan Set (Partial)
Included in the <i>Information Handout</i>	City of Santa Barbara’s Haley/De La Vina Street Bridge Replacement Project Plan Set (Partial)
Included in the <i>Information Handout</i>	Updated Geotechnical Engineering Report Lower Mission Creek Channel Improvement Project-Phase (Reaches 3-7); Santa Barbara, California (Bengal Engineering, October 2011) (Reach 3).
Included in the <i>Information Handout</i>	Environmental Compliance Monitoring Program
Included in the <i>Information Handout</i>	Site Construction Staging and Access Map
Included in the <i>Information Handout</i>	Site Photos

Geotechnical reports, if applicable, are available in the Information Handout. The Bidder may rely upon the accuracy of the technical data contained in such information, however, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with non-technical data, interpretations, and opinions contained in such information or the completeness thereof is the responsibility of the Bidder.

4 SCOPE OF WORK

Add section 4-1.01A:

The Lower Mission Creek Flood Control Project (Project) has been a joint project of the Santa Barbara County Flood Control and Water Conservation District (District) and the City of Santa Barbara (City), for many years. The Project is located along Mission Creek in the City of Santa Barbara's urban West Downtown and Waterfront neighborhoods, from Canon Perdido Street to Cabrillo Boulevard, to the ocean, a distance of about 1.3 miles. The project aims to widen the creek Channel to increase flood flow capacity in order to reduce flooding and property damage. Local neighborhoods were catastrophically flooded in 1995 and more recently again in 1998, 2005 and more recently in 2023.

More information can be found on it at:

<https://santabarbaraca.gov/sites/default/files/documents/Public%20Works/Lower%20Mission%20Creek/Lower%20Mission%20Creek%20Brochure.pdf>

<https://www.countyofsb.org/2184/Photo-Gallery-of-Past-Flood-Control-Proj>

<https://santabarbaraca.gov/projects/lower-mission-creek>

5 CONTROL OF WORK

Add section 5-1.01A:

5-1.01A WORKING HOURS

Working hours must only occur between **8:00 a.m.** and **5:00 p.m.**, on Working Days.

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

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

Add to the end of section 5-1.20A:

During the progress of the work under this Contract, other work may be in progress at or near the job site of this Contract. It is the Contractors responsibility to track down and understanding of all controlling factors for a successfully construction project on time. We encourage bidding contractors to solicit agencies within the area at the time of bidding to understand the work that may be adjacent and coincidental.

Add to section 5-1.20B(1):

Comply with Environmental Compliance Monitoring Program, Mitigation Measures and Conditions of Approval. Copies of PLACs and Measures and Conditions of Approval applicable to this project are located in the Information Handout.

You are required to obtain a City of Santa Barbara Public Works Construction Permit and provide a copy of the final permit to the engineer.

Coordinate lane closures and traffic handling with the Engineer and with contractors of coincident or adjacent projects.

Replace Reserved in section 5-1.20D with:

Occupied improvements are within and adjacent to the project limits

The contractor will be provided access to specific properties to get into the and out of the project limits as follows:

124 West Gutierrez Street – Contractor must provide pedestrian access to buildings at all times and use of driveway is specifically during normal construction hours as outlined in section 5-1.01A.

423 Chapala Street – The property owner gives permission for construction workers, vehicles, and equipment to temporarily use the Grantor’s driveway to get to and from Mission Creek. This access is not exclusive, meaning others can use the driveway too.

Project access points are shown in the Informational Handout. All access points identified in the handout requires you to implement flaggers as necessary at your costs.

Upon completion of District’s project construction, the Temporary Construction Easement areas must be generally restored to a comparable condition as that which existed prior to District’s access and use, to the extent reasonably practical acknowledging that any mature trees removed will be replaced with small young trees (minimum 15 gallon).

Do not take any action that will result in unnecessary inconvenience or disproportionate injury to or that is coercive in nature to the occupants.

Replace section 5-1.20E with:

5-1.20E Water Meter Charges

Section 5-1.20E applies if water meter charges are applicable .

The local water authority is the City of Santa Barbara.

The local water authority will install the water meters all other appurtenances will be install by you. You must coordinate with the engineer for city inspection of the contractor installed components.

The Contractor must secure and furnish, at Contractor's sole expense, an adequate supply of water for performing the Work in accordance with the Contract Documents. For example, 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 must, whenever possible and not in conflict with these specifications, minimize the use of water during construction of the project. Watering equipment must be kept in good working order and water leaks must be repaired promptly.

The Contractor may submit for a Temporary Fire Hydrant Meter Application at, <https://www.santabarbaraca.gov/civicax/filebank/blobdload.aspx?BlobID=40074> , to use potable water from a nearby fire hydrant. The Contractor must return their application to the Public Works Department Counter (630 Garden Street, Santa Barbara, California). The Contractor will note all fees and requirements in the Application Sheet.

The charges by the local water authority include:

1. Furnishing and installing each water meter

Make arrangements and pay the charges for installation of the water meters.

If the charge is changed at the time of installation, the Department adjusts the lump sum price based on the difference between the specified charges and the changed charges.

Replace section 5-1.26 with:

5-1.26 CONSTRUCTION SURVEYS

5-1.26A General

5-1.26A(1) Summary

Section 5-1.26 includes general specifications for construction surveys, furnishing and setting construction stakes and marks to establish the lines and grades required to control the work. Construction surveys must comply with Chapter 12, 'Construction Surveys,' of the California Department of Transportation Surveys Manual as determined by the Engineer. The location and elevation of benchmarks and horizontal control points are shown on the plans. The Engineer will not provide any additional survey services for the project.

5-1.26A(2) Submittals

Submit name, license number and contact information of the professional land surveyor prior to beginning staking. Submit proposed procedures, methods, and equipment to be used. Submit all computations, notes and other data used to accomplish the work.

5-1.26B Material

Not used

5-1.26C Construction

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

Within 2 working days of receiving notification to proceed with right-of-way (including permanent and temporary easements) staking, stake County right-of-way. Maintain right-of-way stakes for permanent and temporary easements throughout construction; when construction activities require removal, Contractor to replace.

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

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

Remove all stakes when no longer needed.

5-1.26D Payment

Not used

Revise section 5-1.32 to read:

Occupy City of Santa Barbara Road Right-of-Way and Santa Barbara County Flood Control District (SBCFCD) property, easements and temporary construction easements (TCEs) only for purposes to perform the work.

Maintain trash collection services and building access in accordance with Section 7-1.03.

Add to the end of section 5-1.36A:

Before beginning work that may affect adjacent properties, document the existing exterior conditions of all buildings, structures, hardscape, and other improvements located within the project limits and immediately adjacent to the work area. Coordinate with resident engineer for property access their attendance while filming is required.

Documentation must include:

1. Video recording showing a continuous view of each property frontage, structure exterior, and visible improvements, recorded in sufficient resolution to identify existing conditions.
2. Written notes describing and locating any visible damage, defects, or notable pre-existing conditions observed during the video survey.

Submit the video recording and written notes as an informational submittal at least 5 business days before starting work in the vicinity of the documented properties.

Add to section 5-1.36C(1):

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

6 CONTROL OF MATERIALS

Add to section 6-1.03 of the RSS:**6-1.03B Submittals****6-1.03B(1) 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(2) Analytical Test Results

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

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

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

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

6-1.03B(3) Sample and Analysis

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

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

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

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

Minimum Number of Samples and Analytical Tests for Local Material

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

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

Analyze the samples using the US EPA's ProUCL software with a 95 percent upper confidence limit. All chemical analysis must be performed by a laboratory certified by the SWRCB's Environmental Laboratory Accreditation Program (ELAP).

The analytical test results must demonstrate that the local material:

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

6-1.03C Local Material Management

Do not place local material until authorized.

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

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

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 material 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 of the analytical testing described in the local material plan 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 and the material has met the following criteria:

1. Has a pH above 5.0,
2. Does not contain soluble lead in concentrations equal to or greater than 5 mg/l as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II,
3. Does not contain lead in concentrations above 80 mg/kg total lead,
4. Is not contaminated with the other constituents of concern identified in the local material plan in average concentration (95% upper confidence limit) in excess of these constituents' respective San Francisco Bay RWQCB commercial/industrial environmental screening levels ESLs, except for arsenic, and
5. Does not exceed the maximum allowed concentration limit table listed in Section 6-1.03B(4).

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 and 95 percent upper confidence limits to hazardous waste concentration thresholds and the applicable San Francisco Bay RWQCB environmental screening levels (ESLs) given in direct exposure human health risk levels (Table S-1), commercial/industrial: Shallow soil exposure, under Summary of Soil ESLs tables (2019 Rev 2). The Summary of Soil ESLs tables (2019 Rev 2) can be obtained by sending an email to ESLs.ESLs@waterboards.ca.gov with "Request for ESL Documents" in the subject line.

6-1.03B(4) Sample and Analysis

Sample and analyze local material from a noncommercial source or 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 a non-commercial material source or 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.

Statistically analyze the samples' laboratory results using the US EPA's ProUCL software to define 95 percent upper confidence limit for the various contaminants of concern. 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 not contaminated with local material plan-identified constituents of concern at average concentrations (95% upper confidence limits) in excess of their respective commercial/industrial San Francisco Bay RWQCB environmental screening levels ESLs, except for arsenic.
5. Does not contain any of the following compounds, chemicals, or elements at an estimated average concentration (95% upper confidence limit) above the maximum allowed concentration defined in the following table:

Compound/Chemical	Maximum allowed concentration (mg/kg)
Arsenic	11
Barium	1500
Benzene	1
Beryllium	10
Cadmium	10
Chromium (total)	1000
Cobalt	100
Diesel	150
Ethylbenzene	10
Gasoline	500
Mercury	10
Motor oil	500
Nickel	150
Selenium	10
Toluene	10
Trichloroethene	1
Vanadium	200
Xylenes	10
Zinc	600

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

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add section 7-1.03A:

7-1.03A STANDARD NOTIFICATIONS

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

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

All notices must be in the format of door hangers (14 inches by 4 inches, 110 Springhill Index or approved equal) and be hung at the main door of each residence or business affected. The text of such notices must have one side printed in English with the reverse side printed in Spanish.

The following is an example of language required:

**NOTICE
TO AREA RESIDENCES**

The Santa Barbara County Flood Control District hereby informs you that (Contractor) will be constructing the Name of Project. The contract period is from (date) to (date).

Work on the Project will typically be performed between the hours of **8:00 AM** and **5:00 PM**.

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

Contractor, Contact's Name and Telephone Number

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

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

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

At a minimum, notifications must be made to residents within 500 feet of project limits.

Add to section 7-1.04:

You must provide temporary fencing between your operations and the public. Temporary fencing must comply with Section 80-1.02 and the informational handout requirements. Temporary fencing is required to be furnished and maintained by the contractor in place for the duration of the work around the parameter of the project limits. You will also be required to provide temporary fencing between 401 and 425 Chapala Street property with a locking gate. This fencing is required to be 6 feet tall with full privacy screening. The contractor is required to maintain pedestrian access to 124 West Gutierrez Street. Coordinate with the engineer to maintain pedestrian access adjacent to residents on the westerly side of the driveway.

8 PROSECUTION AND PROGRESS

Add to the end of section 8-1.05

Regulatory permits outline when you are allowed to work in the creek. CDFW limits work from May 1st to December 30th while the RWQCB requires construction within the creek must take place during the dry season beginning no earlier than May 15th and ending no later than October 15th. All bidders must understand that any work in the creek outside of May 15th to October 15th is not permitted therefore allowed.

Contract award is expected to occur no later than February 17th. We expect a notice proceed to be given to you on not later than March 30th.

The contractor must provide required submittals no later than 15 calendar days after the contract award date. This is especially important for long lead time items submitted. There will be no delay given for Contractor's failure to promptly provide complete, accurate submittals and shop drawings for items with long lead times.

Replace "Reserved" in section 8-1.08 with:

8-1.08 Seasonal Suspension of Work

8-1.08A General

The project is governed by a variety of regulatory permits that strictly dictate timing for work within Mission Creek, "In-Channel" work. Completing In-Channel work within a single construction season benefits the public, the contractor and the district. Our goal is to work closely with the contractor to minimize risks for both you and the district. Project delivery depends largely on the contractor's production rate, compliance with regulatory permitting, and the weather. The regulatory agencies have defined the work window coinciding with the dry season, in this contract from May 15th to October 15th. During this period, it is anticipated that you will be able to work without significant weather-related interruptions with a proper creek diversion installation.

The district will work with you and the regulatory agencies to extend the permit window as feasible. However, there are no guarantees implied that work can be performed outside of the dry season. This could happen as the weather conditions allow and with regulatory agency permissions obtained.

You should include up to 20 working days of float in the baseline schedule to be available for use by the County in the event of unforeseen conditions, including weather or other delays.

8-1.08A(1) In-Channel Definition

The defined 'in-channel' work area extends from top of wall to top of wall within the Mission Creek Channel as shown on the project plans including landscaping plantings.

8-1.08A(2) Out of channel work

Restoration of private property outside of In-Channel work shall be scheduled and completed after the regulatory permit window has closed and with all in channel work finished.

8-1.08B Notice of Seasonal Suspension of Work

In the event that the project is determined to take two creek seasons to complete the in-channel work, the Contractor can, in writing, request suspension of working days for a date on or before October 1st, before which they would need to complete the temporary work to winterize the project, and come back and complete the remainder of the project in the next creek season.

The district does also reserve the right to suspend the performance of the work suspending the working days, in whole or in part, during periods of seasonal adverse weather conditions. The Contractor acknowledges this Contract includes consideration for potential Seasonal Suspension based off regulatory work windows and potential adverse weather. In this case the district shall provide the Contractor with a written Notice of Seasonal Suspension no less than 10 working days prior to the Suspension Date. This notice will specify the date on which the suspension becomes effective.

In the case of seasonal suspension of work, no additional working days will be allowed to complete the work, no work will be performed during the contract suspension other than site maintenance by you, and all work and rework required to winterize the project and remobilize including creek diversions will be paid for under Bid Item "Seasonal Suspension of Work". This item is a fixed cost and will be paid regardless of if the Contractor completes the work in one or two seasons, and shall include all labor, materials, and equipment necessary to perform temporary work installation, demobilization, maintenance during suspension, remobilization, re-work of any contract work, and no additional payment will be made, therefore. At no time will the County pay additionally for work associated with a two-season extension of the project, even in cases of owner caused delay. See section 10 bid description for detailed payment information.

8-1.08B(1) Contractors Responsibility during Seasonal Suspension

Upon receipt of a Notice of Seasonal Suspension from the district or approval of your seasonal suspension request you shall take all necessary action to secure the work, materials, equipment and adjacent properties from damage. The Contractor must submit a written plan to the district detailing the protective measures to be taken during the suspension. This plan must be approved by the district before the suspension takes effect. The Contractor shall be responsible for all costs associated with site security and maintenance during the suspension period.

8-1.08B(2) Continuation of Work

The district shall provide the Contractor with a written notice to resume work no less than 15 days before the date specified for resumption. Prior to resuming work, the Contractor will evaluate the project schedule and resubmit the revised schedule to the district based on the commence day to resume work. If a seasonal suspension occurs the bid item "Seasonal Suspension of Work" covers you resuming work including the contractor remobilizing, reinstalling the diversion system, clean up and continuing with the in channel work. The contract time will be extended by the number of calendar days of the Seasonal Suspension, plus any additional time mutually agreed upon for project startup. No additional working days for completion will be added to the overall duration to complete the entire project.

Replace "Reserved" in section 8-1.09 with:

8-1.09 Temporary Suspension of Work

The Engineer may direct the Contractor to remove portions of the temporary water diversion, cofferdams associated with and/or the temporary diversion pipe, and temporary earthen access ramps between October 15th and Dec 1st, in anticipation of storm events or creek flows, and to reconstruct them at the conclusion of the anticipated event. In no case shall the direction of the Engineer to remove portions of the temporary diversion pipe, cofferdams or access ramp, or the lack of direction from the Engineer to remove such, relieve the Contractor from being responsible for the repair of damages to the work area or public or private property caused by inadequate diversion pipe or cofferdams.

Removal and reconstruction of temporary diversion pipe, cofferdams and ramps may be directed by the Engineer. This work is Supplemental Work and will be paid in accordance with section 9-1.04.

9 PAYMENT

Add to section 9-1.16C:

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

1. W14 piles
2. Bar Reinforcing Steel
3. Wrought Iron Railing

DIVISION II GENERAL CONSTRUCTION

Add prior to section 10:

Bid Items and Applicable Standard Sections

Item code	Item description	Applicable section
120100	Traffic Control System	12
130100	Job Site Management	13
130300	Prepare Storm Water Pollution Prevention Plan	13
130320	Storm Water Sampling and Analysis Day	13
130330	Storm Water Annual Report	13
131201	Temporary Creek Diversion	13,19
131301	Temporary Dewatering and Non-Stormwater Discharge Control System	13
153213	Structure Removals (Parcels)	15
153213	Structure Removals (Creek)	15
153213	Remove Gutierrez St. Bridge Sheet Piling	15

10 GENERAL

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

The Project Plans consist of a plan set, for Lower Mission Creek Flood Control Project Reach 4 (28 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. CONSTRUCTION SURVEY

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

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

2. LEVEL 3 CRITICAL PATH METHOD SCHEDULE

Comply with section 8-1.02D 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.

The lump sum price covers all costs associated with the Level 3 Critical Path Method Schedule, including

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

3. SEASONAL SUSPENSION OF WORK

Comply with section 8 of the Caltrans Standard Specifications and the special provisions supplemented herein. Seasonal Suspension of work is intended to be all-inclusive item and shall include the demobilization and mobilization of contractor's labor, equipment and materials, removal and reconstruction of the water diversion system, restart up of the project if necessary and maintenance of the project during seasonal suspension.

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

4. TRAFFIC CONTROL SYSTEM

Comply with section 12 of the Caltrans Standard Specifications and the special provisions supplemented herein. Temporary Traffic Control is intended to be all-inclusive and shall include the preparation of Traffic Control Plans, implementation and maintenance of the traffic control system during the project. Implementation of the Traffic Control System includes all items listed in the authorized Traffic Control Plan including but not limited to constriction area signs, detour signs, barricades and any other required traffic appurtenances.

Remove Section 12-1.04 of the Caltrans Standard Specifications; payment for flaggers should be included in the lump sum bid item cost.

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 Traffic Control System, including but not limited to, all labor, materials, and any necessary permits or fees.

5. JOB SITE MANAGEMENT

Comply with section 13-4 of the Caltrans Standard Specification and these special provisions. Job Site Management includes specifications for performing job site management including spill prevention control, material management, waste management, and non-stormwater management activities. Implement effective handling, storage, usage, and disposal practices to control material pollution and manage waste and non-stormwater at the job site before they enter the storm drain systems and receiving waters.

Compliance with 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.

6. PREPARE STORM WATER POLLUTION PREVENTION PROGRAM

Comply with Section 13-3 of the Caltrans Standard Specifications and the special provisions supplemented herein. Prepare Storm Water Pollution Prevention Plan includes developing and implementing the SWPPP, providing a water pollution control manager, conducting water pollution control training, and monitoring, inspecting and correcting water pollution control practices.

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.

7. STORM WATER SAMPLING AND ANALYSIS DAY

Comply with Section 13-3 of the Caltrans Standard Specifications and the special provisions supplemented herein.

8. STORM WATER ANNUAL REPORT

Comply with Section 13-3 of the Caltrans Standard Specifications and the special provisions supplemented herein.

9. TEMPORARY CREEK DIVERSION SYSTEM

Comply with section 13 of the Caltrans Standard Specifications and the special provisions supplemented herein and all PLACs.

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 bid item price includes all labor, materials and equipment and incidentals for the installation, maintenance and removal of the creek diversion and to ensure that no construction activities occur in flowing water

10. TEMPORARY DEWATERING AND NON-STORM WATER DISCHARGE CONTROL SYSTEM

The Contractor is responsible for dewatering necessary to keep the construction and work areas dry within the project limits. The Contractor must design, install, operate, and maintain an adequate system authorized by the engineer. The system must be of sufficient size and capacity to maintain dry conditions without delays to construction operations.

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 bid item price includes all labor, materials and equipment and incidentals for the installation, maintenance and removal of the dewatering system at any location within the project limits and to ensure that no construction activities occur in water

11. STRUCTURE REMOVALS (PARCELS)

Comply with section 15 of the Caltrans Standard Specification and these special provisions. This work shall include all labor, equipment and material necessary to remove and dispose of structures or portions thereof, including, PCC slabs, curbs and gutters, drop inlets and pipes, asphalt surfacing, storm drains (including abandonment thereof), bulkheads, cut-off walls, CMU walls, concrete walls and footings, pipe and wire revetment and fencing, and to relocate sheds and decks, from the TCE to the top of existing creek banks within the limits of the project site and as indicated on the plans. Contractor is to coordinate with Engineer for all parcel clearing.

Contractor and Engineer will review each parcel removals for documentation. Contractor will photo all removals and submit written and photo documentation for each parcel, see section 5-1.36A for additional information. Submittal approval is required prior to facility removals on each private parcel.

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 Structure Removals (Parcels) including but not limited to, all labor, materials, and any necessary permits or fees.

12. STRUCTURE REMOVALS (CREEK)

Comply with section 15 of the Caltrans Standard Specification and these special provisions. This work shall include all labor, equipment and material necessary to remove and dispose of structures or portions thereof, including reinforced concrete wing walls, PCC slabs, concrete slope pavement, RIP-RAP and rock slope protection (which may be grouted), sackcrete, soldier piles and soldier pile walls, drop inlets and pipes, storm drains (including abandonment thereof), bulkheads, cut-off walls, and concrete walls and footings, between the top of existing creek banks within the limits of the project site and as indicated on the plans.

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 covers all costs associated with the Structure Removals (Creek) including but not limited to, all labor, materials, and any necessary permits or fees.

13. REMOVE GUTIERREZ STREET BRIDGE SHEET PILING

Comply with section 15 of the Caltrans Standard Specification and these special provisions. This work shall include all labor, equipment and material necessary to remove and dispose of metal sheet piling including concrete end treatment of piles from the project site to the limits as indicated on the plans.

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 Remove Gutierrez Street Bridge Sheet Piling including but not limited to, all labor, materials, and any necessary permits or fees.

14. CLEARING AND GRUBBING

Comply with 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 as indicated on the plans 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.

15. CHANNEL EXCAVATION

Comply with sections 14 and 19 of the Caltrans Standard Specifications.

This work includes channel excavation, handling, transportation, and disposal of soils.

Channel Excavation is paid for based on theoretical quantities calculated as the volume from wall to wall between R4-S Line and R4-N Line, 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.

16. STRUCTURE EXCAVATION (ROCK SLOPE PROTECTION)

Comply with 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) .

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

17. STRUCTURE EXCAVATION (SOLDIER PILE WALL)

Comply with 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 (Soldier Pile Wall).

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

18. STRUCTURE BACKFILL (SOLDIER PILE WALL)

Comply with 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.

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

19. LANDSCAPE PLANTING (OWNER FURNISHED PLANTS)

Comply with section 20-3 of the Caltrans Standard Specifications and these special provisions. This work includes plantings in the locations as directed by the Engineer as well as maintaining and watering the plants until contract closeout. Plants are delivered on site by Santa Barbara Natives. If the days that the delivery does not work with the contractor, you must arrange pickup.

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 Landscape Planting (Owner Furnished Plants) including but not limited to, all labor, materials, and any necessary permits or fees.

20. LANDSCAPE PLANTING (OWNER FURNISHED WILLOW STAKES)

Comply with section 20-3 of the Caltrans Standard Specifications and these special provisions. This work includes planting the Willow stakes in the locations as directed by the Engineer as well as maintaining and watering the plants until contract closeout. County will cut and deliver willows to the project site when the contractor requests. Contractor must provide these dates the willow stakes are needed on the look-ahead schedule.

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 Landscape Planting (Owner Furnished Willow Stakes) including but not limited to, all labor, materials, and any necessary permits or fees.

21. TOPSOIL (NATIVE SOIL)

Comply with section 19 of the Caltrans Standard Specifications and these special provisions. Work includes all materials, labor, and equipment required to place the Topsoil (Native Soil) creek soil on top of the RSP as shown on the plans.

Topsoil is paid for based on theoretical quantity calculations based on volume of the area that the topsoil is placed and thickness. Placement of topsoil choked and jetted into rock slope protection is included in this item.

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

22. TEMPORARY SHORING

Comply with sections 7, 16 and 48 of the Caltrans Standard Specifications and these special provisions. A temporary shoring plan prepared by a professional engineer licensed in the State of California is required as an action submittal for all excavations that fall under the regulation of O.S.H.A.

The lump sum price covers all costs associated with the Temporary Shoring including but not limited to, all labor, materials, preparation/approval of plans, any necessary permits or fees. and equipment associated with implementation of the temporary shoring and removals and no additional payment.

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

23. FURNISH W14 X 283 PILE

Comply with section 49 of the Caltrans Standard Specification and these special provisions. The theoretical plan lengths for the piles are based on the plan details and no additional payment will be made if the Contractor supplies longer piles.

24. INSTALL W14 X 283 PILE IN DRILLED HOLE WITH CONCRETE BACKFILL

Comply with section 49 of the Caltrans Standard Specification and these special provisions.

25. STRUCTURAL CONCRETE (SOLDIER PILE WALL)

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

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

26. MINOR CONCRETE (DRAINAGE INLET) CA STD D73, TYPE G1 (H=4')

Comply with section 51-7, 61, 70, and 90 of the Caltrans Standard Specifications.

27. CONCRETE SURFACE TEXTURE

Comply with sections 51-1.03G of the Caltrans Standard Specifications and these special provisions. Concrete Surface Texture Treatment is used on the channel wall facing.

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

28. SANDSTONE ARCHITECTURAL WALL CAP

Comply with these special provisions and the plans. The intention of the cap detail is to match the existing sandstone cap south of the Haley/De La Vina Bridge. The contractor is to review the existing cap and match the existing consistency with the details provided.

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

29. BAR REINFORCING STEEL (SOLDIER PILE WALL)

Comply with section 52 of the Caltrans Standard Specifications.

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

30. 8 INCH PLASTIC PIPE

Comply with section 64-2 of the Caltrans Standard Specifications.

31. 8 INCH FLAP GATE

This work shall include all labor, equipment, and materials necessary to furnish and install the 8-inch flap gates, complete in place, at the locations shown on the plans and according to the manufacturer's instructions. Work includes all fittings, hardware, fasteners, mounting frames, seals, and incidentals required for a watertight installation.

32. FISH PASSAGE WEIR & POOL - ROCK SLOPE PROTECTION (2 T, CLASS IX, METHOD A)

Comply with section 72 of the Caltrans Standard Specifications. Work includes all materials, labor, equipment, to furnish (either by reuse of onsite material or import rock), install the weir and pools and choke/pack with onsite soils as shown on the plans.

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

33. FISH PASSAGE BOULDER CLUSTER - ROCK SLOPE PROTECTION (1 T, CLASS VIII, METHOD A)

Comply with 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) and install the Boulder Clusters as shown on the plans

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

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

Comply with 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 ¼ T as shown in the plans.

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

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

35. ROCK SLOPE PROTECTION (20 LB, CLASS I, METHOD B)

Comply with 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 20 LB as shown in the plans.

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

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

36. SITE RESTORATION – 124 WEST GUTIERREZ

The bid items for Site Restoration – 124 West Gutierrez Street is intended to include restoring to new conditions areas on the 124 West Gutierrez Street parcel used for access by the contractor. This includes all flatwork and boundary fencing/walls matching prior to commencement of your activities. Provide submittal/shop drawings for replaced driveway. See section 78-6 for additional information.

The contractor and engineer will document conditions of site and improvements prior to the start of work to ensure restoration matches expected at the completion of the work.

The lump sum price covers all costs associated with the Site Restoration – 124 West Gutierrez Street including but not limited to, all labor, materials, and equipment with no additional payment providing improvements complete in place.

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

37. SITE RESTORATION – 401 CHAPALA

The bid items for Site Restoration – 401 Chapala Street is intended to include restoring to new conditions areas on the 401 Chapala Street parcel used for access by the contractor. See section 78-6 for additional information.

The contractor and engineer will document conditions of site and improvements prior to the start of work to ensure restoration matches at the completion of the work.

The lump sum price covers all costs associated with the Site Restoration – 425 Chapala Street but not limited to, limited to, all labor, materials, and equipment with no additional payment providing improvements complete in place.

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

38. SITE RESTORATION – 423 CHAPALA

The bid items for Site Restoration – 423 Chapala Street is intended to include restoring to new conditions areas on the 423 Chapala Street parcel used for access by the contractor. This includes all flatwork (asphalt surface, concrete curbs, etc), site improvements (lighting, benches, flag stone, etc.) and boundary fencing/walls matching prior to commencement of your activities. The contractor must plan for full asphalt driveway replacement after project is completed. Provide submittal/shop drawings for replaced driveway and replacement seating area abutting Mission Creek. See section 78-6 for additional information.

The contractor and engineer will document conditions of site and improvements prior to the start of work to ensure restoration matches expected at the completion of the work.

The lump sum price covers all costs associated with the Site Restoration – 425 Chapala Street but not limited to, limited to, all labor, materials, and equipment with no additional payment providing improvements complete in place.

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

39. WROUGHT IRON RAILING

Comply with section 206-5 and 304-2 of the American Public Works Association Standard Specifications for Public Works Construction, 2021 edition (the Greenbook), and these special provisions for this item of work. This bid item is for fabricating the wrought iron fence and is paid for the actual linear foot installed along the centerline of the wall as shown on the project plans.

Payment scope complies with section 9-1.03 of the Caltrans Standard Specification

40. MOBILIZATION

As defined in section 9-1.16D of the Caltrans Standard Specifications.

The Contractor must be prepared to begin work in that time frame described in section 8-1.04B of the Flood Control District Provisions.

12 TEMPORARY TRAFFIC CONTROL

Add to section 12-1.01:

Traffic Control System includes the development of a Traffic Control Plan and maintaining traffic in accordance with Section 12-4.

In no case will additional Traffic Control be paid for unless the project scope has changed.

Add section 12-1.01A:

12-1.01A Submittals

Submit your Traffic Control Plan within 14 days of Contract approval for review. If the Engineer requests changes amend and resubmit the Traffic Control Plan within 3 days. It is your responsibility to ensure traffic control means and methods are reasonable for approval by the City of Santa Barbara, the jurisdiction which approved traffic impacting the city. Include the following in the Traffic Control Plan:

1. Construction staging and sequencing, and proposed lane closures for each stage.
2. Traffic Control Systems for each lane closure including sign and barricade placement.
3. Proposed temporary fencing in accordance with Section 7-1.04, 'Public Safety.'
4. Haul route information, including routes to and from the job site, dates and hours of hauling, type and capacity of hauling equipment, type of material being hauled, amount of material being hauled.

Construction is outside of the vehicle/pedestrian travel ways. However, temporary effects to vicinity roads/streets may be relevant at times depending on the contractor's means and methods. The traffic control plan must detail impacts from hauling or any construction vehicles that may divert normal operations on the roads/streets surrounding the project.

You must coordinate and make all necessary arrangements for planned lane closures, lane width reductions and/or street closures with public service providers in accordance with the City of Santa Barbara Public Works Construction Permit. Notices to the following entities must be provided a minimum of five (5) days in advance of any planned lane closure, lane width reduction and/or street closure:

- 1.) City Public Works Department:
 - Engineering Division (805) 564-5363
 - Streets Section (805) 564-5413
- 2.) City Police Department (805) 897-2410

- 3.) City Fire Department (805) 897-2410
- 4.) United States Post Office (805) 275-8777
- 5.) Marborg Industries (805) 963-1852
- 6.) Metropolitan Transit District (805) 963-3364

Add section 12-1.03A:

12-1.04A PARKING RESTRICTIONS AND POSTING FOR TOW AWAY

Post “No Parking” signs as needed to perform the work and in accordance with the City of Santa Barbara Public Works Construction Permit. “No Parking” limits and timing must be reviewed and approved by the Engineer prior to posting.

“No Parking” signs must be posted 72 hours in advance. Signs must be removed after construction is completed or postponed. You must promptly replace signs that are damaged or missing for the duration of the construction. Failure to post “No Parking” signs in accordance with these special provisions may result in a street closure or start of construction delay, which will be considered an avoidable delay.

“No Parking” signs posted by you must be of heavy card stock and not less than 1.75 square feet of surface area on the face. Background color must be white and letters must be printed in red water resistant ink except that day, date and time of restriction may be printed in black water resistant ink. The signs must be printed with the words “Tow Away” and “No Parking” with a character height of not less than 2.75 inches and a stroke width of not less than 0.5 inches. The day, date, and time of the particular restriction must be printed or attached below the above mentioned wording in wording in characters of not less than 2.0 inches in height and 0.4 inches in stroke width. The day of the week must be written out or properly abbreviated with three to four letters; date or dates of restriction shall be listed completely; the beginning and ending times must be clearly listed on the sign. Your name and telephone number must also be printed on the sign.

Signs must be mounted such that the words “No Parking” are at an elevation at least three feet and not more than seven feet above the adjacent flowline. Signs may be tied with string to trees and power poles, taped to existing sign poles, or mounted to stakes or barricades as provided by you. The signs must be placed as needed to control the parking of cars within the construction zone; signs must be placed at intervals of 50 feet or less along each side of the roadway.

Signs must be posted and maintained by the Contractor for a period of 72 hours prior to the restrictions becoming effective. If it is not possible to work on the day posted, you must remove signs and post new signs no less than 72 hours prior to the restrictions. Upon completion of the work, all signs, stakes, and barricades must be promptly and completely removed and disposed by you.

You must be fully responsible for the adequate removal of all parked cars. All vehicle removals must be coordinated by the Contractor with the Police. You must notify the Police Communications Center (at [805] 897-2410) upon posting of the parking restrictions. For removal of parked vehicles, you must notify the Police Communications Center (at [805] 897-2410) not less than two hours prior to the needed removal with the address nearest the parked vehicle, make, model, color and license number. County Flood Control or the City of Santa Barbara will not be responsible for any delay or additional cost associated with the removal of parked cars which obstruct the construction operation.

If a vehicle owner successfully contests a towing citation in court, and the citation is dismissed for causes related to your failure to perform the requirements of this section, you must reimburse the Agency for the cost of any claims associated with the towing citation.

Add to section 12-3.10A:

Section 12-3.10 includes specifications for placing, installing, maintaining, and removing construction area signs and barricades. Barricades must comply with section 12-3.10.

13 WATER POLLUTION CONTROL

Add to the end of section 13-1.01A:

The specifications in section 13 for water quality monitoring apply to the following work activities whenever they occur in water:

1. All work within the Mission Creek Channel

The receiving water for this project is the Pacific Ocean.

Add section 13-1.03A(1):

13-1.03A(1) Drainage Control

The proposed project is working directly in an active water course . You are fully responsible for continually accepting and discharging water from any source in a manner that causes no damage to existing or partially completed proposed improvements, in a manner that causes no ponded water to accumulate at low points, and in a manner which poses no potential hazard to people or property and is conformance with all permits required for this project. You will not be allowed to divert stormwater to surface streets. Damage to existing or partially completed proposed improvements caused by lack of drainage control shall be repaired, or removed and replaced, at your expense.

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

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

Add to the end of section 13-3.01A:

This project's risk level is 2.

Add between the 4th and 5th paragraphs of section 13-3.01C(2)(a):

The following RWQCBs will review the authorized SWPPP:

1. [Central Coast Water Resources Control Board](#).

Add to section 13-4.03G:

13-4.03G Dewatering

Localized dewatering of excavations by the Contractor may be necessary for construction of the improvements proposed on this Project. Dewatering shall consist of lowering the groundwater table, a minimum of two feet below the trench bottom to allow excavation in dry conditions, minimize soil disturbance, prevent heaving of the e bottom, and prevent seepage. Dewatering systems shall be designed by the Contractor, considering the soil conditions encountered such that removal of groundwater does not result in piping or migration of fines from the trench wall or areas outside the limits of construction. Sump pits or well points shall be designed with filters or screens such that the potential for piping or the removal of fines is reduced. The system shall also be designed to consider the variations in the soil and groundwater conditions.

Groundwater will not be allowed to freely drain to the surface streets, nor be allowed to freely drain within newly constructed storm drain facilities until such time that the joints of the storm drain would not be damaged. Piped drainage within the newly constructed storm drainage facilities would be considered for approval by the Engineer.

The contractor is allowed to discharge dewatered fluid back into the downstream creek as long as the turbidity is within allowable limits published by the Water Resources Control Board's website link below and referenced in the Turbidity Fact Sheet found at:

https://www.waterboards.ca.gov/water_issues/programs/swamp/docs/cwt/guidance/3150en.pdf

Before you start dewatering, submit a dewatering and discharge shop drawing. The dewatering and discharge work plan must include:

- a. Title sheet and table of contents
- b. Description of dewatering and discharge activities detailing locations, quantity of water, equipment, and discharge point
- c. Estimated schedule for dewatering and discharge start and end dates of intermittent and continuous activities
- d. Discharge alternatives, such as dust control or percolation
- e. Visual monitoring procedures with inspection log
- f. Copy of written approval to discharge into a sanitary sewer system at least 5 business days before starting discharge activities (if allowed).

If dewatering activities are needed by you in order to perform the work. A dewatering plan shall be submitted to the District for review and coordination with District staff a minimum of 30 calendar prior to anticipated need to dewater. The dewatering plan is required to be reviewed and approved by both the Regional Water Quality Control Board and the California Department of Fish and Wildlife. The contractor should strive to get this submittal under review with as much lead time as possible. Dewatering discharge must conform to the Water Quality Control Plan for the Central Coast Basin – September 2017, Section 3.3.2 'OBJECTIVES FOR ALL INLAND SURFACE WATERS, ENCLOSED BAYS, AND ESTUARIES.' Below is a link to the Basin Plan:

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

Comply with Section 5-1.20B(1).

Replace section 13-12 with:

13-12 TEMPORARY CREEK DIVERSION SYSTEMS

13-12.01 GENERAL

No construction shall occur in the flowing water. If water is present during construction, the water shall be diverted. Pipe culverts shall be placed in the low flow stream where the stream must be crossed on a regular basis. Temporary water diversion pipe and cofferdams must be furnished, installed, maintained, and later removed as necessary to complete the proposed improvements, as specified in these special provisions and as directed by the Engineer.

The Contractor shall be responsible for understanding all regulatory permit requirements and seasonal work windows governing in-channel creek work. Seasonal windows vary by agency; however, the most restrictive work windows govern. See section 5-1.02 for contract components and precedence of this contract documentation.

The creek channel upstream and downstream of construction activity shall be dammed temporarily to prevent water from entering the reach under construction. A diversion shall be installed in the creek to convey no less than 40 cfs of any creek water around or through the construction area for discharge downstream of the construction activity.

At least 30 days before installing temporary clear water diversion pipe, you must submit to the Engineer for review and approval a shop drawing which details the materials, sizes and specific locations of the contractor's proposed temporary clear water diversion pipe and cofferdams as well staging and sequencing of the proposed project work.

Design, installation, maintenance and removal of temporary clear water diversion pipe and cofferdams must comply with Caltrans Construction Site Best Management Practices Manual BMP NS-5, Clear Water Diversion.

Temporary diversion pipe must comply with section 13-12.02.

Comply with permits, licenses, agreements and certificates in section 5-1.20B(1).

Comply with date restrictions in section 10-1.03.

13-12.01A Summary

Section 13-12 includes specifications for constructing, maintaining, reconstructing, and removing temporary creek diversion system (TCDS), and restoring creek bed to original condition. The temporary diversion system is used to divert upstream water flows to allow construction in a dry or dewatered location.

13-12.01B Definitions

Not Used

13-12.01C Submittals

Submit a certificate of compliance for:

1. Cofferdam materials
2. Pipe material
3. Dewatering appurtenances

Include necessary certificates with TCDS.

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

Within 20 days of Contract approval, submit 3 copies of the Temporary Creek Diversion System Plan (TCDS). The TCDS must include:

1. Installation and removal process, including equipment, platforms for equipment, and access locations.
2. Anticipated flow rates.
3. Calculations supporting the sizing of piping, channels, pumps, or other conveyance by using FHWA HY-8 or other equivalent method. Calculate the discharge water flow rate and velocity anticipated where it discharges on any erodible surface, so its conveyance does not cause erosion within the project or at the discharge to the water body. Temporary culverts attached to banks, walls, or other locations must be designed to hold the full weight of the culvert at capacity and restrain the culvert for any expected hydraulic forces.
4. Plans showing locations of diversion, including layouts, cross sections, and elevations.
5. Materials proposed for use, including MSDS if applicable.
6. Operation and maintenance procedures for the TCDS.
7. Restoration plans showing before and after conditions, including photos of existing conditions for areas disturbed during the installation, operation, and removal of the TCDS.
8. Monitoring and reporting plan to ensure applicable water quality objectives are met. This includes schedule of work including Temporary BMP implementation as part of the Construction Site BMP strategy, and SWPPP or WPCP as applicable. Use with section 13-3.01A.
9. Details of the pumping system, if used, including power source, debris handling, fish screens, and monitoring requirements.
- 11 The TCDS design must demonstrate how it will comply with section 13-12.03A, water tightness, and prevent seepage.
12. Contingency plan to remove workers, equipment, materials, fuels, and any other work items that will cause pollution or violation of PLACs during a rain event out of the flow area. Develop the contingency plan for when a 12-inch freeboard cannot be maintained and overtopping of the coffer dams may occur.

If revisions are required, the Engineer notifies you of the date when the review stopped and provides comments. Submit a revised TCDS within 15 days of receiving the comments. The Department's review resumes when a complete TCDS has been resubmitted.

If the RWQCB or other regulatory agency requires review of the authorized TCDS, the Engineer submits it to the RWQCB for review and comment. If the Engineer orders changes to the TCDS based on the RWQCB's comments, submit a revised TCDS within 10 days.

All submittals which include plans, specifications, and calculations must be sealed and signed by a civil engineer registered in the State.

13-12.01D Quality Assurance

Not Used

13-12.02 TEMPORARY CREEK DIVERSION SYSTEM

13-12.02A MATERIALS

13-12.02A(1) Gravel

Gravel must:

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

13-12.02A(2) Impermeable Plastic Membrane

Impermeable plastic membrane must be:

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

13-12.02A(3) Gravel-Filled Bags

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

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

13-12.02A(4) Plastic Pipes

The size and type of temporary diversion pipes, and cofferdams associated with diversion pipes, to be installed at a location shall be at the option of the Contractor. If a diversion pipe is used the contractor must utilize a diversion pipe of adequate size to protect the work area from flows in Mission Creek. Damages to the work area, public or private property caused by inadequate diversion pipe or cofferdams must be repaired by the contractor and no additional compensation will be allowed therefor. Plastic pipe must comply with section 61-3.01 and must:

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

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

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

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

When no longer required for the work as determined by the Engineer, temporary diversion pipes and coffer dams must be removed. Removed facilities will become the property of the Contractor and must be removed from the site of the work. Trenches and pits caused by the removal of temporary diversion pipes and cofferdams must be

backfilled in conformance with the provisions in Section 5-1.36, "Property and Facility Preservation" of the Standard Specifications. The creek must be restored to its pre-existing, natural, condition.

13-12.02A(5) Rock

13-12.02A(6) Pumping System

Pumping system must:

1. Comply with section 74-2.02B
2. Be equipped with secondary containment
3. Be free of fuel and oil leaks
4. Meet intake screen regulatory requirements

13-12.02A(6) Seepage Pumping System

If seepage occurs in the dewatered work area, the water must be removed by sump pumps as part of the TCDS.

Seepage pumping system must:

1. Comply with section 74-2.02B
2. Ensure discharge water conform with PLACs or is treated on site
3. Be free of fuel and oil leaks

13-12.02A(7) Discharge Water Energy Dissipation and Erosion Control

Discharge water from pumps, pipes, ditches, or other conveyances must have BMPs to dissipate the flows and velocity of water discharged from the temporary diversion system if erosion would otherwise occur.

Energy dissipation measures:

1. May be plastic sheeting, flared end sections, rubber matting, or other materials appropriate for the design hydraulics
2. Must be anchored to prevent movement by expected flows
3. Must be removed when the TCDS is removed

13-12.03 CONSTRUCTION

13-12.03A General

Construction, use and removal of the TCDS is restricted to the time period specified in section 13-12.01. If the work cannot be completed during the initial restricted time period specified, the contractor will be required to remove TCDS, restore the creek to original flow condition, and reconstruct the TCDS the following year. No work is allowed within the stream except during the restricted time period.

Do not use motorized equipment or vehicles in areas of flowing or standing water for the construction or removal of the TCDS in compliance with section 13-4.03.

Remove vegetation to ground level and clear away debris.

Place temporary or permanent fill as allowed by PLACs.

Place rock at outlet of diversion pipe under section 72-4.03, except motorized vehicles and equipment must not be used in areas of flowing or standing water.

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

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

If the required freeboard cannot be maintained and overtopping may occur, implement contingency plan to remove all workers, equipment, and potential sources of pollution from the dry working area of the creek bed.

The TCDS must be constructed within the project limits and discharge downstream of grading limits.

Lap and join joints between the edges of impermeable plastic membrane with commercial-quality waterproof tape with minimum 4-inch lapping at the edges.

Seal openings or penetrations through the impermeable plastic membrane with commercial quality waterproof tape.

The TCDS must be watertight to keep the work area dry for construction and prevent the creation of pollutants. Maintain all portions of the TCDS and fix leaks as soon as they are discovered.

Contact water agencies that discharge to the construction area to ensure that unexpected water is not discharged during construction which could compromise the TCDS.

13-12.03B Maintenance

Maintain the TCDS to provide a minimum freeboard of 12 inches between the water surface and the impermeable top of the cofferdams.

Do not discharge runoff from existing or proposed drainage systems into the dry work area between the cofferdams. Runoff from these systems may be connected to the diversion pipe or conveyed by pipes downstream of the cofferdam.

Prevent leaks in the TCDS. Provide seepage pumps as necessary and keep the work area dry to prevent the creation of sediment-laden water.

Repair holes, rips and voids in the impermeable plastic membrane with commercial-quality waterproof tape. Replace impermeable plastic membrane when patches or repairs compromise the impermeability of the material.

Repair TCDS within 24 hours after the damage occurs.

Prevent debris from entering the TCDS and receiving water.

Remove and immediately replace gravel, gravel-filled bags, impermeable plastic membrane, or plastic pipes contaminated by construction activities.

Remove sediment deposits and debris from the TCDS as needed. If removed sediment is deposited within project limits, it must be stabilized and not subject to erosion by wind or water, under sections 19-1.01 and 19-2.03 B.

13-12.03C Removal

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

Backfill ground disturbance, including holes and depressions caused by the installation and removal of the TCDS with native creek material. Work with the Engineer to maintain the original line and grade of the creek

13-12.04 PAYMENT

Not Used

14 ENVIRONMENTAL STEWARDSHIP

Replace section 14-6.01C with:

14-6.01C CONSTRUCTION

The District will provide a biologist for this project as needed to comply with Section 5-1.20B(1). You must coordinate and accommodate the work of the biologist. The District Environmental Manager is **Andrew Raaf, (805) 722-7250**.

Add to the 1st paragraph of section 14-6.03A:

This project is within or near habitat for the regulated species shown in the following table:

Regulated Species
Southern steelhead (<i>Oncorhynchus mykiss irideus</i>)
Threespine stickleback (<i>Gasterosteus aculeatus</i>)
Prickly sculpin (<i>Cottus asper</i>)
Pacific staghorn sculpin (<i>Leptocottus armatus</i>)

This project includes the sensitive habitats shown in the following table:

Sensitive Habitats
Mission Creek Channel

Add to section 14-6.03A:

Replace the 2nd paragraph of section 14-6.03B with:

The Department anticipates nesting or attempted nesting by migratory and nongame birds from February 1 to August 31.

Add to section 14-6.03C:

Regulated fish are anticipated adjacent to the project. Implement the following protection measures:

1. Install exclusionary material, a cofferdam, or a combination of both
2. Provide County biologist 24 hours to relocate the fish if relocation is allowed

Relocate the regulated fish as soon as possible to a location with suitable habitat at least 500 feet downstream of the work area.

Handle regulated fish to minimize stress by:

1. Keeping the fish in water to the maximum extent possible during relocation
2. Keeping the fish in cool, shaded, and aerated water while in captivity
3. Protecting the fish from excessive noise, handling, temperature variation, jostling, or overcrowding while in captivity
4. Removing the fish from water only when releasing them
5. Segregating young-of-year salmonids into separate containers from older salmonids and other aquatic predators

Exclusion material must be 0.12-inch stretched mesh.

Exclude fish from the work area in the following sequence:

1. Install exclusion materials and remove as many fish as possible
2. Install a cofferdam or water bypass
3. Gradually dewater the work area
4. Remove the remaining fish using one or a combination of seining, baited minnow traps, and dip net and hand removal

Maintain exclusion material and cofferdams such that regulated fish are prevented from entering the work area.

The pump screen's approach velocity must not exceed 2 feet per second.

Replace the 3rd paragraph of section 14-10.01 with:

Do not allow litter, trash, or debris to accumulate anywhere on the site, including storm drain grates, trash racks, and ditch lines. Pick up and remove litter, trash, and debris from the job site at least once a week and daily on private parcels occupied by the contractor within the TCE. Perform solid waste management monthly during the plant establishment period. The WPC manager must monitor solid waste storage and disposal procedures.

15 EXISTING FACILITIES

Add to section 15-1.01:

15-1.01(A) Structure Removals (Parcel)

The district compiled elements that were affected and compensated for in the offer to purchase permanent and temporary ownership for the project. These elements require you to remove part or all the approximate quantities listed below.

124 West Gutierrez Street – 1 Woodshed, a concrete block fireplace, 40 feet of chain-link fence, concrete wall at property line and 400 sf of concrete driveway

414 De La Vina Street – 150 sf of flagstone pavers and 120 feet of chain-link fencing.

422 De La Vina Street – 500 sf of decking, 1 wood tool shed, 90 feet of wood fencing, and 40 feet of wire mesh on steel posts.

426 De La Vina Street – 400 sf of paver patio and 90 feet of wood fencing.

428 De La Vina Street – 100 feet of wood fencing

430 De La Vina Street – 100 sf wood deck, and 120 feet of wood fencing.

119 Haley Street – 40 feet of wood fencing and 60 feet of chain-link fencing.

423 Chapala Street – 70 feet of chain-link fencing, rock garden with rock steps to seating areas.

401 Chapal Street – 3 drop inlets, and 20 feet of concrete wall.

Remnant Haley Street Bridge Parcel – 120 feet of chain link fencing and including gates (salvage and reinstall) and one drop inlet.

Remnant Gutierrez Street Bridge Parcel – 160 feet of iron fence (salvage and reinstall)

The contractor is to note backyard irrigations systems are anticipated to be encountered. If you require removing parts of the system during the project you must repair the system which is included in the item structure removals (parcels)

15-1.01(B) Structure Removals (Creek)

The contractor is to review the demolition plan sheet for approximate quantity and location of removals in the creek, These items are numerated for bidders to understand the anticipated quantities.

Add to the end of the 1st paragraph of section 15-1.03B:

Except for existing Haley/De La Vina Soldier Pile walls. Remove concrete and Piles to a depth of 4 feet below finished grade.

Delete the 7th paragraph of section 15-1.03B.

DIVISION III EARTHWORK AND LANDSCAPE

Add prior to section 17:

Bid Items and Applicable Standard Sections

Item code	Item description	Applicable section
170103	Clearing and Grubbing	17
190151	Channel Excavation	19
192032	Structure Excavation (Rock Slope Protection)	19
192049	Structure Excavation (Soldier Pile Wall)	19
193001	Structure Backfill	19
200100	Landscape Planting (Owner Supplied Plants)	20
200100	Landscape Planting (Owner Supplied Willow Stakes)	20
210110	Topsoil (Native Soil)	20

17 GENERAL

Add to section 17-2.01:

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

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

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

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

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

Replace the final paragraph to section 17-2.01:

Demolish and remove necessary existing facilities or improvements remaining either wholly or partially on the job site.

Contractor and Engineer will review each parcel removals for documentation. The contractor will photo all removals and submit written and photo documentation for each parcel. Submittal authorization is required prior to facility removals on each private parcel.

Do not sell or give away materials from improvements to the general public at the job site. You may sell materials to duly licensed contractors and material vendors provided that you remove the materials from the job site.

Removal of buildings as a unit or in sections capable of reassembly as a structure is prohibited.

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

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

Section 17-2.04 Payment

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.

Replace section 19-2.03D(2) with:

19-2.03D(2) Topsoil

Section 19-2.03D(2) includes specifications for excavation, handling, and placing topsoil.

The contract plans call this material Topsoil (Native Soil). This nomenclature is used interchangeably with "topsoil" in this contract.

Place topsoil as shown on the plans. Include leaf litter and extraneous organic matter in the excavation.

Place the topsoil at the top of the slope. If there is insufficient space at the top of the slope and an alternative location is not shown, submit an alternative location to the Engineer. If stockpiling of topsoil is ordered, excavate and stockpile the topsoil until the topsoil is placed in its final position.

Place and spread the topsoil where shown in its final position to a uniform layer thickness. Compact the topsoil finished surface uniformly using track-mounted equipment run perpendicular to slope contours. Section 19-5.03C does not apply to topsoil compaction.

If you stockpile topsoil, stockpiles must:

1. Not be higher than 5 feet
2. Not being covered with a material that will stop air circulation, increase soil temperatures, or harm beneficial biological activity and resident seeds
3. Be marked with signs and flags as *Topsoil*

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.

Delete the 1st paragraph of section 19-3.03B(2).

20 LANDSCAPE

Add to the list in the 1st paragraph in section 20-1.03C(1):

3. Removing noxious and invasive plants

Replace the 1st paragraph of section 20-1.03C(2) with:

Brush pesticide directly on the remaining stump or root crown immediately after the cut is made. After initial cutting, re-cut and re-brush pesticide if new plant growth appears.

For information on photographic identification of weed species go to the Department of Food and Agriculture or the California Invasive Plant Council websites.

Replace the 2nd paragraph of section 20-1.03C(4) with:

Dispose of mowed material during roadside clearing. Dispose of noxious and invasive plants within 3 days of removal. Dispose of seed pods and heads the same day as removed. Prevent seed dispersal during transportation to the disposal site.

Replace *Reserved* in section 20-2.14 with:

20-2.14A General

20-2.14A(1) Summary

Section 20-2.14 includes specifications for installing and removing temporary irrigation systems and transporting and applying water for irrigation of landscape plantings and willows until final contract acceptance.

Water is available at hydrants surrounding the project site

20-2.14A(2) Definitions

Not Used

20-2.14A(3) Submittals

At least 30 days before installation, submit plans, drawings, manufacturer's data sheets and specifications for approval. Submittal must show the location, equipment, materials and methods used for constructing and anchoring the temporary irrigation system or for any other irrigation method. Allow 15 days for the Engineer's review and approval.

Submit a watering plan and schedule for approval at least 10 days before use of the temporary irrigation system or chosen irrigation method. Allow 5 days for the Engineer's review and approval.

20-2.14A(4) Quality Assurance

Not Used

20-2.14B Materials

Irrigation components and pipes must comply with section 20-2.

Irrigation supply line installed on grade must be UV resistant.

Remote control valves for drip assemblies must be a reinforced polypropylene plastic ball valve able to withstand a working pressure of 150 psi. Pressure regulator must be inline type with an adjustable pressure setting.

20-2.14C Construction

Install the temporary irrigation system as shown on the approved plans which were submitted by the Contractor and apply water. The system must not interfere with traffic or other construction activity.

Valves do not require valve boxes.

If not shown, anchor all equipment to the ground surface every 10 feet and at pipe joints and sprinkler locations. Use a commercially available pipe anchor system.

Remove temporary irrigation system no more than 10 days before contract acceptance. If authorized, temporary irrigation system may remain in place.

Backfill holes, trenches and any ground displacement with topsoil under section 19-5. Compact sufficiently to eliminate air pockets. If topsoil is not in sufficient quantity, use imported topsoil under section 21-2.02C. Furnishing and placing imported topsoil is change order work.

20-2.14D Payment

The Department does not pay for the relocation of temporary irrigation system during work progress. Payment for temporary irrigation of the landscape plantings and willows is paid under the Landscape Planting Bid Items.

Replace section 20-10.02C(2) with:

20-10.02C(2) Check and Test Existing Irrigation Facilities

Check and test existing irrigation system facilities that will remain in place or will be relocated before performing clearing and grubbing, earthwork, or other construction activity that will affect the existing irrigation system. Coordinate with Engineer for property access. Obtain Engineer authorization for each property when work is to be performed.

Check for deficiencies in the existing irrigation systems including:

1. Missing, damaged or malfunctioning irrigation components
2. Leaks on supply line and irrigation components
3. Electrical continuity between irrigation controller and irrigation components
4. Electrical power at the irrigation controller
5. Communication between irrigation controller and remote access devices

Correct deficiencies as ordered. The correction of deficiencies is included with each associated Supplemental Item for each parcel.

DIVISION VI STRUCTURES

Add prior to section 45:

Bid Items and Applicable Sections

Item code	Item description	Applicable section
480600	Temporary Shoring	48
490540	Furnish W14 X 283 Pile	47, 49
490540	Install W14 X 283 Pile in Drilled Hole with Concrete Backfill	47, 49
510060	Structural Concrete (Soldier Pile Wall)	51, 90
510502	Minor Concrete (Drainage Inlet) CA Std D73, Type G1 (H=4')	51, 90
511055	Concrete Surface Texture	51
511055	Sandstone Architectural Wall Cap	51
520101	Bar Reinforcing Steel (Soldier Pile Wall)	52

49 PILING

Add to section 49-1.01E:

49-1.01E(1)

Schedule and hold a preconstruction meeting for pile construction (1) at least 5 business days after submitting the pile installation plan and (2) at least 10 days before the start of pile construction. You must provide a facility for the meeting.

The meeting must include the Engineer, your representatives, and any subcontractors involved in pile construction.

The purpose of this meeting is to:

1. Establish contacts and communication protocol between you and your representatives, any subcontractors, and the Engineer
2. Review the construction process

The Engineer will conduct the meeting. Be prepared to discuss the following:

1. Pile placement plan
2. Timeline and critical path activities
3. Structural, geotechnical, and corrosion design requirements
4. Future meetings, if necessary, for pile and plan review
5. Safety requirements, including Cal/OSHA and Tunnel Safety Orders

Add to section 49-1.03:

Soil exploration within the vicinity of the project are:

- 1) *Geotechnical Report for the Lower Mission Creek Channel Improvement Project – Phase 2 (Reaches 1B and 3–7)*, prepared by Bengal Engineering, Inc., July 2011.
- 2) *Foundation Report for the Gutierrez Street Bridge Replacement Project*, prepared by Fugro Consultants, Inc., dated April 14, 2016.
- 3) *The Foundation Recommendation Report for Haley-De La Vina Street Bridge at Mission Creek Bridge Replacement Project*,” prepared by Bengal Engineering, Inc., dated February 2008

The basis of design for the soldier pile walls is *Geotechnical Report for the Lower Mission Creek Channel Improvement Project – Phase 2 (Reaches 1B and 3–7)*. Bridge reports are ancillary to the design calculations.

Soil type and excavation:

The layers of site soils within the depth of excavation along the alignment are comprised predominantly of loose to medium dense, low plasticity silt and silty sand/sand and soft to medium stiff, low plasticity clayey soil. The Mission Creek channel is a perennial water course, During medium to high flows through history the contractor should anticipate potential to encounter rock. The contractor should prepare for encountering rocks and no other compensation will be included for encountering boulder, cobble or any other natural occurring rocks deposition.

Surface water as well as groundwater are likely to be encountered within the depths of excavation, structure construction and other channel improvement activities along the project alignment.

Soil is prone to sloughing and caving. Significant difficulties during construction, associated with the wet, soft/weak or relatively low stability soils and groundwater conditions are expected. These conditions will necessitate surface water diversion and/or groundwater dewatering to maintain dry and stable subgrade and excavation conditions during construction.

Piles will penetrate through layers of site soils to the depths shown on the plans. To ensure stability during pile construction, full-length drill casing, the Caltrans wet construction method, or a combination of temporary casing and wet techniques will be required.

- Use of vibratory hammer, jetting or pre-drilling to install piles is not recommended.
- Center relief drilling to aid in the installation of the casing may be needed due to the presence of very dense sand. Such drilling may be allowed to extend to a maximum of 2 feet below the bottom of the casing, except within 10 feet of the specified tip elevation.
- Because of groundwater conditions, adequate water pressure above the pile cut-off elevation may need to be maintained to prevent soil or concrete plug blowout in artesian like conditions from occurring inside the casing

Replace *Reserved* in section 49-3.02A(3)(a) with:

Submit as an informational submittal the proposed drilling equipment operational capacities or descriptions for:

1. Downward force in lb
2. Torque in ft-lb
3. Rotational speed in rpm
4. Rate of penetration in ft/hr
5. Number and type of drilling cutters or drilling teeth on drilling tool

Add to section 49-3.02B(6)(c):

The synthetic slurry must be one of the materials shown in the following table:

Material	Manufacturer
SlurryPro CDP	KB INTERNATIONAL LLC 735 BOARD ST STE 209 CHATTANOOGA TN 37402 (423) 266-6964
Super Mud	PDS CO INC 105 W SHARP ST EL DORADO AR 71731 (870) 863-5707
Shore Pac GCV	CETCO CONSTRUCTION DRILLING PRODUCTS 2870 FORBS AVE HOFFMAN ESTATES IL 60192 (800) 527-9948
Terragel or Novagel Polymer	GEO-TECH SERVICES LLC 220 N. ZAPATA HWY STE 11A-449A LAREDO TX 78043 (210) 259-6386
BIG FOOT	MATRIX CONSTRUCTION PRODUCTS 50 S MAIN ST STE 200 NAPERVILLE IL 60540 (877) 591-3137
POLY-BORE	BAROID INDUSTRIAL DRILLING PRODUCTS 3000 N SAM HOUSTON PKWY EAST HOUSTON TX 77032 (877) 379-7412

Use synthetic slurries in compliance with the manufacturer's instructions. Synthetic slurries shown in the above table may not be appropriate for a given job site.

Synthetic slurries must comply with the Department's requirements for synthetic slurries to be included in the above table. The requirements are available from:

Offices of Structure Design
P.O. Box 168041
MS# 9-4/11G
Sacramento, CA 95816-8041

SlurryPro CDP synthetic slurry must comply with the requirements shown in the following table:

SlurryPro CDP

Quality characteristic	Test method	Requirement
Density During drilling (pcf)	Mud weight (density), API RP 13B-1, section 4	≤ 67.0 ^a
Before final cleaning and immediately before placing concrete (pcf)		≤ 64.0 ^a
Viscosity During drilling (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	50–120
Before final cleaning and immediately before placing concrete (sec/qt)		≤ 70
pH	Glass electrode pH meter or pH paper	6.0–11.5
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

^aIf authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Super Mud synthetic slurry must comply with the requirements shown in the following table:

Super Mud

Quality characteristic	Test method	Requirement
Density During drilling (pcf)	Mud weight (density), API RP 13B-1, section 4	≤ 64.0 ^a
Before final cleaning and immediately before placing concrete (pcf)		≤ 64.0 ^a
Viscosity During drilling (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	32–60
Before final cleaning and immediately before placing concrete (sec/qt)		≤ 60
pH	Glass electrode pH meter or pH paper	8.0–10.0
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

^aIf authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Shore Pac GCV synthetic slurry must comply with the requirements shown in the following table:

Shore Pac GCV

Quality characteristic	Test method	Requirement
Density During drilling (pcf)	Mud weight (density), API RP 13B-1, section 4	≤ 64.0 ^a
Before final cleaning and immediately before placing concrete (pcf)		≤ 64.0 ^a
Viscosity During drilling (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	33–74
Before final cleaning and immediately before placing concrete (sec/qt)		≤ 57
pH	Glass electrode pH meter or pH paper	8.0–11.0
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

^aIf authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Terragel or Novagel Polymer synthetic slurry must comply with the requirements shown in the following table:

Terragel or Novagel Polymer

Quality characteristic	Test method	Requirement
Density During drilling (pcf)	Mud weight (density), API RP 13B-1, section 4	≤ 67.0 ^a
Before final cleaning and immediately before placing concrete (pcf)		≤ 64.0 ^a
Viscosity During drilling (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	45–104
Before final cleaning and immediately before placing concrete (sec/qt)		≤ 104
pH	Glass electrode pH meter or pH paper	6.0–11.5
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

^aIf authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

BIG-FOOT synthetic slurry must comply with the requirements shown in the following table:

BIG-FOOT

Quality characteristic	Test method	Requirement
Density During drilling (pcf)	Mud weight (density), API RP 13B-1, section 4	≤ 64.0 ^a
Before final cleaning and immediately before placing concrete (pcf)		≤ 64.0 ^a
Viscosity During drilling (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	30–125
Before final cleaning and immediately before placing concrete (sec/qt)		55-114
pH	Glass electrode pH meter or pH paper	8.5–10.5
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

^aIf authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

POLY-BORE synthetic slurry must comply with the requirements shown in the following table:

POLY-BORE

Quality characteristic	Test method	Requirement
Density During drilling (pcf)	Mud weight (density), API RP 13B-1, section 4	62.8-65.8 ^a
Before final cleaning and immediately before placing concrete (pcf)		62.8-64.0 ^a
Viscosity During drilling (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	50–80
Before final cleaning and immediately before placing concrete (sec/qt)		50-80
pH	Glass electrode pH meter or pH paper	7.0–10.0
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

^aIf authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Add to section 49-3.02C(1):

If the piling center-to-center spacing is less than 4 pile diameters, do not drill holes or drive casing for an adjacent pile until 24 hours have elapsed after concrete placement in the preceding pile and your prequalification test results for the concrete mix design show that the concrete will attain at least 1800 psi compressive strength at the time of drilling or driving.

Drilling equipment must be equipped with instrumentation to accurately measure the downward force in pounds. The instrumentation dial or display must be clearly visible for reading during operation.

Replace section 49-4.01C(1) of the RSS for section 49-4 with:

49-4.01C(1) General

Submit as an informational submittal the proposed drilling equipment operational capacities for:

1. Downward force in pounds
2. Torque in foot-pounds
3. Rotational speed in revolutions/minute
4. Rate of penetration in feet/hour
5. Number and type of drilling cutters or drilling teeth on drilling tool

The instrumentation dial or display must be clearly visible for reading during operation.

Add between the 1st and 2nd paragraphs of section 49-4.03A of the RSS for section 49-4:

Drilling equipment must be equipped with instrumentation to accurately measure the downward force in pounds. The instrumentation dial or display must be clearly visible for reading during operation.

Add to section 49-4.03B of the RSS for section 49-4:

Rock subsurface foundation material is anticipated at the soldier pile retaining wall location. Conventional drilling equipment for drilling in soil may not be suitable for drilling holes for the steel soldier piling.

Replace "Reserved" in section 49-7 with:

49-7 CONTINUOUS FLIGHT AUGER PILING

49-7.01 GENERAL

This method of pile installation is an option to you if requirements are met. This Special Provision covers the furnishing and installation of Continuous Flight Auger (CFA) piles as specialty foundation elements. CFA pile shall be constructed using a hollow-stem auger with simultaneous grout injection and immediate placement of steel. All work shall conform to the Caltrans Standard Specifications section 49-3 Cast-in-Place Concrete Piling, Caltrans Foundation Manual, Chapter 14, and FHWA Geotechnical Engineering Circular No. 8 as applicable. Contractors shall be aware of the limited right of way, construction easements, working areas, and access limitations for the construction of the soldier pile wall and wall drainage system.

49-7.01A(1) Requirements

If the contractor chooses to use the Continuous Flight Auger (CFA) method to install soldier piles for forming a wall on each bank of the creek channel, the Contractor must furnish all materials for drilled, cast-in-place concrete and perform all appurtenant work, including the fabrication and placement of steel and accessories, in accordance with the Contract Documents.

49-7.01A(2) Description

This section includes drilling and installation of CFA drilled piles sometimes referred to piers including locations, diameters of shafts, bottom elevations, and details of construction. This Specification governs the construction of CFA. CFA soldier piles are cast-in-place against in-situ material or temporary steel casing. CFA piles are a straight vertical shaft type.

The term "Continuous Flight Auger or CFA Piles" must include, but not be limited to, concrete filled drilled shafts and placement of steel section material as shown in detail on the project plans. The Continuous Flight Augers are intended to be installed using concrete placement through the hollow stem of the auger and a cast-in-place using temporary casing allowing concrete placement to purge water from the hole using positive displacement generated from concrete placement from the bottom up then placing a wet set soldier pile.

Work must include construction, excavation and grading as required for support of the drilling equipment and the drilled shafts, concrete placement and or removal, if necessary, material disposal; control and disposal of ground, surface, backfill, construction water and site restoration. Work area must be fenced and barricaded against public access. Construction of the CFA piles must be in accordance with the details and dimensions shown on the plans described in this provision.

This work must consist of drilling project plan specified diameter, cast-in-place soldier pile concrete piles to form a permanent vertical structural component of the wall system on each side of the new Creek channel.

The piles may be constructed using the Continuous Flight Auger Method or another approved more traditional method as specified on the project plans described in the Standard Specification. The Contractor must submit detailed plans for construction of the pile placement for approval by the Engineer. All work constructing piles must be done by crews experienced in the construction of the Continuous Flight Auger Method as attested to by documents submitted with their Construction Proposal for approval by the Owner and his Engineer.

49-7.0A(3) Tolerances

Construct CFA piles at the locations shown on the plans and within the tolerance specified herein. If tolerances are exceeded, the Engineer may require corrective measures to meet the tolerance specified. Construct the CFA piles such that the axis at the top of the piers is no more than 75 mm (3 in) in any direction from the position shown in the plans. Build CFA piles with a deviation from plumb of no more than 2% for the total length of pipe. Verify the plumbness of the drilled pile excavations by an accurate procedure, such as an inclinometer on the Kelly bar or other approved technique.

Unless a plan note requires the construction joint to be moved below the ground line, construct the finished top of pier elevation between 25 mm (1 in) above and 75 mm (3 in) below the top of pile elevation shown on the plans.

49-7.01A(4) Correction

Should piles be installed outside these tolerances affecting the design and appearance of the structure, the Contractor must propose and carry out immediate corrective measures to the approval of the Engineer at his own time and cost.

49-7.01A(5) Qualification and experience Requirements

Contractor must submit the "CFA Contractor Qualifications Statement" as part of the bid documents, documenting that the CFA Pile Contractor has successfully completed at least 3 CFA pile projects using the Continuous Flight Auger Method within the last 3 years with diameters, lengths, and subsurface conditions similar to those anticipated for this project. Documentation must include the General Contractor and Owner's name and current contact information with descriptions of each past project. Also, submit documentation of experience with dry and wet placement of concrete and the use of the Continuous Flight Auger method of construction of piles in sites with potential groundwater. This documentation must include how, using the Continuous Flight Auger, the placement of concrete and the withdrawal of the auger is controlled to produce a solid, cylindrical shaft with no necking, gaps or inclusions in the shaft concrete. Provide a list of Continuous Flight Auger equipment and related tools and equipment that the Contractor has available for this project together with the names and experience qualifications of the equipment operators and other workmen that are available for this project.

CONTINUOUS FLIGHT AUGER (CFA) PILE CONTRACTOR QUALIFICATIONS STATEMENT

In the space below, provide the qualifications of the Contractor per the requirements in the section herein.

This qualifications statement must be submitted with the bid.

49-7.01A(6) CFA Pile Installation Plan

The Contractor must submit a pile installation plan to the Engineer for approval for all CFA piling. The pile installation plan must be submitted at least 15 days before constructing piling and must include complete descriptions, details, and any supporting calculations.

The Contractor must use the pile installation plan to demonstrate, to the satisfaction of the Engineer, the dependability of the equipment, techniques, and source of materials to be used on the project. Reference to successful completion of projects with similar pile sizes in similar soil conditions using the proposed equipment and procedures should be included. The components of the plan must meet the requirements contained in this specification. This plan must include, but not be limited to, the following items:

- A. List and sizes of proposed equipment, including drilling rigs, augers and other drilling tools, pumps for grout or concrete, mixing equipment, automated monitoring equipment, and similar equipment to be used in construction, including details of procedures for calibrating equipment as required;
- B. Step-by-step description of pile installation procedures;
- C. A plan of the sequence of pile installation;
- D. Target drilling and grouting parameters (along with acceptable ranges) for pile installation, including auger rotation speed, drilling penetration rates, torque, applied crowd pressure settings, grout pressure settings, and grout volume factors;
- E. Equipment and procedures for monitoring and recording auger rotation speed, auger penetration rates, auger depths, and crowd pressures during installation;
- F. Equipment and procedures for monitoring and recording grout or concrete pressures and volumes placed during installation;
- G. Contingency plans for equipment failures during drilling or grouting operations (grout pump, monitoring equipment, etc.);
- H. Procedures for protecting adjacent structures, on or off the right-of-way, that may be adversely affected by foundation construction operations, including a monitoring plan,
- I. Concrete mix design, certified test data, and trial batch reports.
- J. Methods for placing, positioning, and supporting steel piles.
- K. Methods and equipment for determining the depth of concrete, the actual and the theoretical volume placed, including effects on volume of concrete when any casings are withdrawn.
- L. Methods and equipment for preventing upward or downward movement of steel, including the Contractor's means of detecting and measuring upward movement during concrete placement operations.
- M. Methods for contractor to ensure piles are placed without rotation in the plane of the wall layout line while providing minimum of 3 inches clear on all sides.
- N. Other required submittals shown on the plans or requested by the Engineer.

49-7.02 Material

49-7.02A Concrete Design Requirements

47-6.02A(1) General: Concrete must be composed of cement, admixtures, aggregates and water. These materials must be of the qualities specified. The exact proportions in which these materials are to be used for different parts of the work will be determined during the trial batch. In general, the mix must be designed to produce concrete capable of being deposited so as to obtain maximum density and minimum shrinkage and, where deposited in forms, to have good consolidation properties and maximum smoothness of surface. Mix designs with more than 41 percent of sand of the total weight of fine and coarse aggregate must not be used. The aggregate gradations must be formulated to provide fresh concrete that will not promote rock pockets around steel or embedded items. The proportions must be changed whenever necessary or desirable to meet the required results at no additional cost to the district. All changes must be subject to review by the Engineer.

49-7.02B Trial Batching and Laboratory Testing

1. Before placing any concrete, a certified testing laboratory approved by the Engineer must prepare, within 30 calendar days after the date of the Notice to Proceed, a trial batch of each concrete mix, based on the preliminary concrete mixes submitted by you. During the trial batch the aggregate proportions may be adjusted by the testing laboratory using the two coarse aggregate size ranges to obtain the required properties. If one size range produces an acceptable mix, a second size range need not be used. Such adjustments will be considered refinements to the mix design and not be the basis for extra compensation to you or your subcontractor. All concrete must conform to the requirements of standard specifications as amended by this Section, whether the aggregate proportions are your preliminary mix design, or whether the proportions have been adjusted during the trial batch process. The trial batch must be prepared using the aggregates, cement and admixture proposed for the project. The trial batch materials must be of a quantity such that the testing laboratory can obtain 3 drying shrinkage, and 10 compression test specimens from each batch. The cost of laboratory trial batch tests for each specified concrete strength must be borne by you.

The trial batch procedure may be waived when test data of prior performance of the proposed mix design, performed by an approved certified testing laboratory, is presented by you and approved by the Engineer.

2. The determination of compressive strength will be made by testing 6-inch diameter by 12-inch-high cylinders; made, cured and tested in accordance with ASTM C 192 and ASTM C 39. 5 compression test cylinders must be tested at 7 days and 5 at 28 days. The average compressive strength for the 5 cylinders tested at 28 days for any given trial batch must not be less than the appropriate sections of ACI 318 of the specified compressive strength.

3. A sieve analysis of the combined aggregate for each trial batch must be performed according to the requirements of ASTM C 136. Values must be given for percent passing each sieve.

49-7.02B(1) Shrinkage Limitations

1. The maximum concrete shrinkage for specimens cast in the laboratory from the trial batch, as measured at 21-day drying age or at 28-day drying age must be 0.036 percent or 0.042 percent, respectively. You must only use a mix design for construction that has first met the trial batch shrinkage requirements.

2. The maximum concrete shrinkage for specimens cast in the field must not exceed the trial batch maximum shrinkage requirement by more than 25 percent.

49-7.02B(3) Ready-Mix Concrete

1. At your option, ready-mixed concrete may be used meeting the requirements as to materials, batching, mixing, transporting, and placing as specified herein and in accordance with ASTM C 94, including the following supplementary requirements.
2. Ready-mixed concrete must be delivered to the site of the work, and discharge must be completed within 90 minutes after the addition of the cement to the aggregates or before the drum has been revolved 250 revolutions, whichever is first. In hot weather, or under conditions contributing to quick stiffening of the concrete, the ready-mixed concrete must be discharged before the temperature of the concrete exceeds 90 degrees F.
3. Truck mixers must be equipped with electrically actuated counters by which the number of revolutions of the drum or blades may be readily verified. The counter must be of the re-settable, recording type, and

must be mounted in the driver's cab. The counters must be actuated at the time of starting mixers at mixing speeds.

4. Each batch of concrete must be mixed in a truck mixer for not less than 70 revolutions of the drum or blades at the rate of rotation designated by the manufacturer of equipment. Additional mixing, if any, must be at the speed designated by the manufacturer of the equipment as agitating speed. All materials including mixing water must be in the mixer drum before actuating the revolution counter for determining the number of revolutions of mixing.
5. Truck mixers and their operation must be such that the concrete throughout the mixed batch as discharged is within acceptable limits of uniformity with respect to consistency, mix, and grading. If slump tests taken at approximately the 1/4 and 3/4 points of the load during discharge give slumps differing by more than 2-inches when the specified slump is more than 3-inches, the mixer must not be used on the work unless the causing condition is corrected and satisfactory performance is verified by additional slump tests. All mechanical details of the mixer, such as water measuring and discharge apparatus, condition of the blades, speed of rotation, general mechanical condition of the unit, and clearance of the drum, must be checked before a further attempt to use the unit will be permitted.
6. Each batch of ready-mixed concrete delivered at the job site must be accompanied by a certified weigh master delivery ticket furnished to the Inspector in accordance with "Certified Delivery Tickets."
7. The use of non-agitating equipment for transporting ready-mixed concrete will not be permitted. Combination truck and trailer equipment for transporting ready-mixed concrete will not be permitted. The quality and quantity of materials used in ready-mixed concrete and in batch aggregates must be subject to continuous inspection at the batching plant by the Inspector.

49-7.02C Excavation

49-7.02C(1). Excavation and construction methods must result in minimum disturbance of surrounding material and full lateral support of CFA piles by surrounding material.

49-7.02C(2) Excavate piles to dimensions and elevations shown on contract drawings. Maintain sidewall stability during drilling. Excavate holes for closely spaced piles, and those occurring in fragile strata, only after adjacent holes are filled with concrete and allowed to set. CFA pile drilling equipment must have the minimum torque capacity and downward force capacity required for the contract site conditions.

All material removed from the pile holes must be removed from the ground around the pile and must be disposed of by the Contractor in areas submitted and approved by the Engineer.

49-7.02C(3) Excavations for utilities, support of excavations, or other purposes must be kept a minimum

49-7.02D Placing Concrete

49-7.02D(1) Before placing concrete, the depth of the pile must be observed and approved by a registered professional land surveyor or registered professional engineer licensed in the state of California. The concrete must be placed through the hollow stem of the Continuous Flight Auger as the auger is withdrawn from the hole. The auger must be withdrawn in a manner and at a rate such that the tip of the auger is always in contact with the concrete and there is always at least 6 feet of concrete in the stem of the auger. Ground water must not be allowed to enter the stem of the auger under any circumstances.

49-7.02D(2). If casing is used, withdraw casing, as concrete is deposited, constantly maintaining top surface of concrete at least 1.83 m (6 ft) above lower end of casings. Place concrete to form a monolithic cylindrical shaft having full lateral support from surrounding undisturbed materials. Strike finished top surface of concrete to true plane at required elevation. The contractor must minimize any dirt falling into the hole. The Engineer or Inspector can stop work at any time if excess dirt is falling into the hole after warnings with no corrective actions by you.

49-7.02D(3) Concrete placement in each pile must be one continuous operation. If placing operations must be stopped, leave surface approximately level. If concrete has hardened, clean surface and slush with a 1-to-1 cement sand grout before placing operation is resumed.

Concrete pours must not begin within one hour of darkness. If this type of continuous sequential operation cannot be performed, the Contractor must submit, for approval by the Engineer, a method of securing the open

excavation. The Contractor must not leave excavations open overnight without receiving prior written approval from the Engineer.

49-7.02D(4) When water is present, control water level to within 50 mm (2 in) of bottom of the pile by pumping. If impossible or impractical to control water, secure written permission from the Engineer to place concrete through water by means of a watertight hollow stem of the Continuous Flight Auger or a watertight tremie pipe.

- a. When placing concrete under water, discharge end of auger stem or of tremie must be submerged in fresh concrete and shaft of auger or tremie maintained full of concrete to a point above water level.
- b. Increase cement content of concrete required to be placed in water by one sack per cubic yard of concrete.

49-7.02E CFA Pile Record

For each pile placed, submit to Engineer for approval certified report recording following information prepared by Registered Professional Land Surveyor or Registered Civil Engineer. Reports must be submitted no later than one week after the pile placement.

- 1 CFA pile number, length, and bearing material
- 2 Location
- 3 Concrete and steel properties.
- 4 Plumbness
- 5 Dates
 - a. Excavation completed
 - b. Concrete placed
- 6 Diameters
 - a. Top of shaft
 - b. Bottom of shaft
- 7 Elevations
 - a. Top of ground
 - b. Top of concrete
 - c. Bottom of pile

49-7.02F. Clean up

- 1 All debris from excavation of objectionable material, obstructions, and any material not to remain as part of the construction are to be removed and disposed of by the Contractor in a legal manner at no additional cost to the Owner.
- 2 The site must be cleaned at frequent intervals, and no material must be stored on the site in a manner that could obstruct the easy access of equipment and personnel.

51 CONCRETE STRUCTURES

Add to section 51-1.01A:

Color for concrete wall structures shall be Davis color "Mesa Buff" (tan sandstone color).

The concrete must be integrally pigmented colored concrete. The color must match the reference sample located at the engineer's discretion.

Add to section 51-1.03G(1):

The channel wall exposed to "daylight" is required Pattern for vertical surfaces must be Fitzgerald Formliners Pattern 17004, "Liberty Island Stone," Type A.

The final channel wall concrete surface texture must match the texture, color, and pattern of the reference sample panel located at the engineer's discretion from previous similar work completed.

Add the following to section 51-1.04:

No adjustment in the price will be allowed for any increase or decrease in the quantity of Structure Concrete unless a change in the Scope of Work is initiated and approved by the Engineer.

Add to section 51-7.01A:

Minor Concrete (Drainage Inlet) are minor structures.

Frames, grates and other miscellaneous iron and steel used in construction of minor concrete items are paid for by the minor concrete item where the steel items are used and must comply with Section 75-1.02.

Revise the second paragraph of section 51-7.01D:

Metal frames and covers, frames and grates, and other miscellaneous iron and steel used for constructing minor structures are included in the payment for minor structures.

Add to section 60-2.01A:

Remove the following structures or portions of structures:

Bridge no./Structure name	Description of work
Bridge No. 51C-348	Remove portions of the southwest wing wall as shown on the plans

DIVISION VII DRAINAGE FACILITIES

Add prior to section 61:

Bid Items and Applicable Sections

Item code	Item description	Applicable section
641100	8-Inch Plastic Pipe	64
705050	8-Inch Flap Gate	70

Add to section 64-1.01A: Summary

Backfill pipe trench in accordance with Co. of Santa Barbara Standard Detail 2-010 and 2-020.

70 MISCELLANEOUS DRAINAGE FACILITIES

Add to sections to 75-5.03B(2) Automatic Drainage Gates:

70-5.03B(2)(a) General

Flap gates and accessories shall be of the size, material and construction shown on the plans and specified herein. Flap gates shall be cast iron or cast steel and shall be fitted with bronze seat facings, bronze bushed linkage systems and bronze or stainless-steel fasteners. Flap gate inlets include flap gate junction structures.

70-5.03B(2)(a)(1) Submittals

Submit cut sheets clearly identifying each of the flap gates by size, material, installation instructions and dimensions.

70-5.03B(2)(a)(2) MATERIALS

Flap gates shall be Muller Hydro Gate model 50 or approved equal, with circular opening.

All anchor bolts, assembly bolts, screws, studs and nuts shall be of ample size to safely withstand the forces created by operation of the gate. Quantity and size of the fasteners shall be as recommended by the manufacturer. Anchor bolts shall be furnished with two nuts each to facilitate installation and alignment of the gates when attached to concrete.

Machined surfaces shall be coated with a water-resistant, rust preventive compound. All cast iron parts shall be shop cleaned and galvanized in accordance with standard specifications.

70-5.03B(2)(a)(3) INSTALLATION

Installation of all parts shall be done by the contractor in a workmanlike manner and in accordance with the manufacturer's instructions. It shall be the contractor's responsibility to handle, store and install the gate in strict accord with the manufacturer's recommendations.

Modify wall as needed to accommodate 8-Inch pipe outlets. PVC pipe must comply with Section 64.

DIVISION VIII MISCELLANEOUS CONSTRUCTION

Add prior to section 72:

Bid Items and Applicable Sections

Item code	Item description	Applicable section
723015	Fish Passage Wier & Pool - Rock Slope Protection (2 T, Class IX, Method A)	72
723020	Fish Passage Boulder Cluster - Rock Slope Protection (1 T, Class VIII, Method A)	72
723050	Rock Slope Protection (1/4 T, Class V, Method B)	72
723095	Rock Slope Protection (20 LB, Class I, Method B)	72
786100	Site Restoration: 124 Gutierrez	78
786100	Site Restoration: 401 Chapala	78
786100	Site Restoration: 423 Chapala	78

72 SLOPE PROTECITON

Add to section 72-2.01:

Construct RSP in accordance with Section 72-2 and these special provisions.

Choke (fill voids) RSP with native material.

Add to section 72-2.02:

72-2.02– Materials

72-2.02B(1) 1T and 2T Boulders

1T and 2T Boulders must consist of hard, durable, angular boulders free from cracks with a length to intermediate width ratio less no less than 3. The double row of rock clusters will be placed in the creek bed as shown on the plans. The contractor must anticipate working with engineer and restoration specialist for final positioning. The plans show the general placement and location of the rock clusters and weir and pools, however final field placement will require coordination with the engineer.

72-2.02B(2) – Grade Control Structures

Grade Control Structure Rock must consist of hard, durable, angular boulders free from cracks with a length to intermediate width ratio less no less than 3.

1. Foot rocks must overlap the top course by 1/3 diameter min.
2. Footer rocks and top rocks must be installed in layers with select channel excavation materials and smaller rocks must used to seal interstitial spaces.
3. Small rocks and fines must be hand compacted as layers of select channel excavation materials are added.
4. Fines must be flushed into places with water until the grade control structure are completely sealed and water flows over the crest only.
5. Rocks present within the low flow notch of the grade control structure must be orientated to consolidate flows to a point at the center of the channel under direction of the engineer.
6. Rocks placed along the weir crest must be oriented at a 2 to 5% angle to produce a sharp crest line with each adjacent rock

Add to section 72-2.03:

72-2.03– Construction

72-2.03A– General

The contractor must ensure the void spaces within the entire rock matrix are filled with soil and rock. The rock slope protection must be placed in lifts of 1 to 2 feet at a time and packed with soil/smaller rocks on each lift. Utilization of steel bars, water jetting or similar means may be required to fill the void space.

The Contractor must use appropriate equipment methods and means necessary to install compacted materials that are free of voids which limits the subsurface flow of water. The Contractor must employ multiple methods as necessary and/or as directed by the engineer to provide adequate compaction. The Contractor must be responsible for demonstrating that water flows over the surface of the finished ground. Situations where water flows below the finished grade or below grade control structures must be corrected at the contractor expense prior to final approval of the project.

Compaction by impact or vibratory equipment must include the use of bucket and vibratory plates mounted on tracked excavators or remote control devices. Compaction by flooding or jetting must include the use of water to eliminate trapped air and fill interstitial voids with fines, sand, and sand gravels from select channel excavation materials. Water must be circulated with the use of pumps and jetted onto the surface of placed material with the use of high pressure nozzles, available fines, sand and gravels must be washed into the voids until large cobbles and rocks are exposed and water clearly flows on the surface of the proposed ground surface.

73 CONCRETE CURBS AND SIDEWALKS

Add to section 73-1.01:

The Contractor shall verify with a "smart level", string line and/or water testing that positive drainage is maintained. The Owner's Representative must be present to verify the concrete forms, prior to pouring any PCC construction improvements.

Following concrete placement, the Contractor shall remove all forms within 72 hours for all reconstruction locations. PCC improvements subject to vehicle loads shall not be opened to vehicle traffic until concrete has cured to a minimum strength of 2,000 psi.

During all concrete pouring and installation procedures, ensure adequate safety guidelines are in place and that they are in accordance with the applicable industry and government standards.

Add to section 73-1.02A:

Concrete must be minor concrete complying with section 90-2 and may contain returned plastic concrete complying with section 90-9.

78 INCIDENTAL CONSTRUCTION

Replace *Reserved* in section 78.6 with:

78-6 .01 GENERAL

Agreements for the three private parcels within the project area require that property used for construction access be restored to like-new condition upon project completion. Bid Items 36, 37, and 38 — Site Restoration for 124 Gutierrez, 401 Chapala, and 423 Chapala — include all labor, materials, and equipment necessary to return each parcel to its pre-construction condition, excluding areas occupied by the permanent project improvements.

Removal of site features identified for replacement is included under the bid item Structure Removals (Parcels). The scope of restoration, replacement, or reconstruction for each parcel under its respective bid item is described below:

78-6.01(A) 124 Gutierrez:

The Contractor must plan to replace all hardscape surfaces within the temporary construction and access easement. This includes approximately 1,400 square feet of concrete driveway. For bidding purposes, the Contractor shall assume that the existing base can be recompact and that the driveway will be reconstructed using 5-inch-thick concrete reinforced with No. 4 bars at 16 inches on center, each direction.

The reconstructed driveway shall be graded to drain toward the new drainage facilities installed by the Contractor.

78-6.01(B) 401 Chapala

The Contractor shall document the existing wall composition between the 401 and 423 Chapala Street parcels to ensure in-kind replacement upon completion of all work. Coordinate with the engineer for you to document existing conditions to be submitted to the Engineer with shop drawings for the replacement for approval before reconstruction begins.

In addition, the Contractor shall plan to plant up to ten (10) local native-stock Sycamore trees in 15-gallon containers behind the wall. The Engineer, in coordination with the restoration specialist, will direct the placement of the trees. All Sycamore trees shall be a minimum of 6 feet in height at the time of planting.

78-6.01(C) 423 Chapala

It is anticipated that the asphalt driveway at the 423 Chapala Street property will require complete replacement. All parking lot pavement striping and markings must be included. For bidding purposes, the Contractor shall assume that the existing base material can be recompact and reused, with final grading restored to match pre-construction conditions. Asphalt replacement measures approximately 8,000 square feet with an assumed depth of 5 inches. The Contractor shall submit an asphalt mix design for approval complying with Section 39 of the Standard Specifications.

The Contractor shall also submit shop drawings for the replacement of trees, seating areas—including elevated seating areas with stone steps and flagstone pavers—and any other hardscape features requiring reconstruction. All lighting removed during construction shall be salvaged and reinstalled by the Contractor upon completion of the work. Curbs or other concrete features damaged during construction shall be replaced in kind.

The Contractor shall plan to plant up to five (5) local native-stock Sycamore trees in 15-gallon containers, located approximately in the same positions as the trees removed.

DIVISION IX TRAFFIC CONTROL DEVICES

Add prior to section 81:

Bid Items and Applicable Sections

Item code	Item description	Applicable section
833100	Wrought Iron Railing	83

83 RAILINGS AND BARRIERS

Add to section 83-2.08:

83-2.08A

Ornamental Railing for the purposes of this project shall be considered consistent with Tubular Railing and be in accordance with details shown on the Plans. Railing posts must be embedded at all corners, gates, and end posts. Ornamental Railing must be installed at the locations The Contractor must submit Ornamental Railing fabrication shop drawings for review and approval by the Engineer. Ornamental Railing must comply with Section 83-2.08.

Ornamental Railing must be Powder Coated in accordance with AAMA (American Architectural Manufacturers Association) specification 2605, colored black.

Mortar must be colored to match the shade of the proposed sandstone wall cap.

STANDARD DETAILS AND PLANS LIST

Description	Standard Number
<u>SANTA BARBARA COUNTY DEPARTMENT OF PUBLIC WORKS – TRANSPORTATION DIVISION</u>	
<u>STANDARD DETAILS</u>	

The Construction Standard Detail sheets (dated September 2011) applicable to this contract include, but are not limited to those indicated below.

General Trench Notes	2-010
Pipe Bedding Details	2-020

STATE DEPARTMENT OF TRANSPORTATION

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

Abbreviations	A10A and A10B
Symbols	A10C - A10E
Limits of Payment for Excavation and Backfill	A62A, A62B, A62C
Chain Link Fence	A85, A85A, & A85B
Drainage Inlets	D73
Expansion Joint Filler	D84
Drainage Pipe Opening Details	B7-10
Tubular Hand Railing	B11-51
Waterstop	B0-1
Weephole	B0-3