

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT MARIA YGNACIO CREEK MAIN and EAST BRANCH REVEGETATION PROJECT

SC8349 & SC8351
IN THE GOLETA AREA
OF
SANTA BARBARA COUNTY, CALIFORNIA



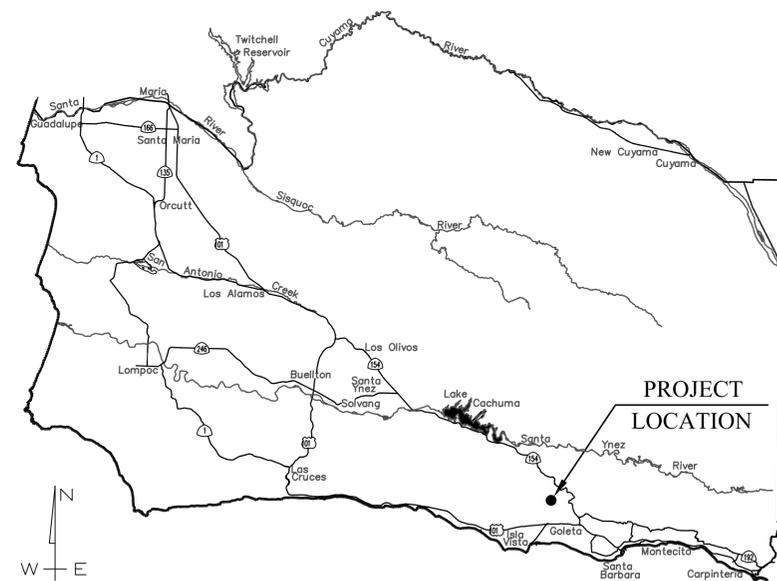
DISTRICT BOARD OF DIRECTORS

FIRST DISTRICT	Das Williams
SECOND DISTRICT	Gregg Hart
THIRD DISTRICT	Joan Hartmann
FOURTH DISTRICT	Peter Adam
FIFTH DISTRICT, CHAIR	Steve Lavagnino

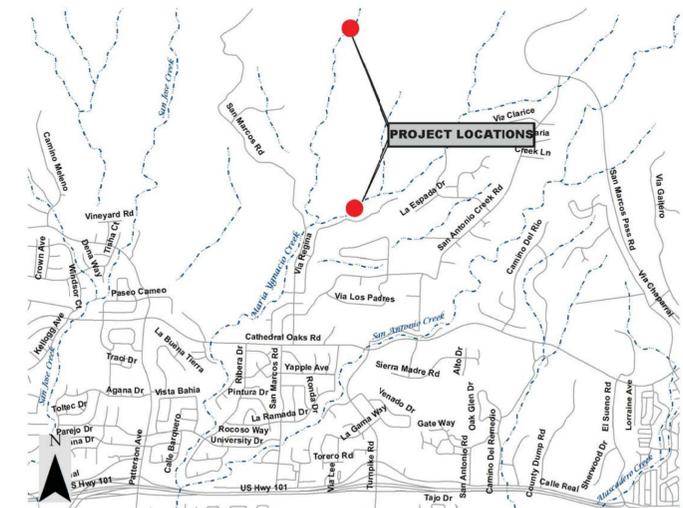
CHAIR, BOARD OF DIRECTORS _____
Steve Lavagnino

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VICINITY MAP
No Scale

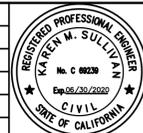


SITE MAP
No Scale



UNAUTHORIZED CHANGES OR USES:
THE SANTA BARBARA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT AND ITS EMPLOYEES WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL PROPOSED CHANGES TO THE PLANS MUST BE PRESENTED IN WRITING TO THE DISTRICT AND APPROVED IN WRITING BY THE DISTRICT PRIOR TO IMPLEMENTATION OF ANY SUCH CHANGE OR USE.
CONTRACTOR'S LICENSE:
THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE" ADVERTISING FOR BIDS.

REVISIONS			
NO.	DESCRIPTION	DATE	APR



DESIGNED BY: <i>K.M. Sullivan</i> FLOOD CONTROL DESIGN ENGINEER	REVIEWED BY: Original Signed MAINTENANCE MANAGER
DATE: 03/29/2019	DATE:
REVIEWED BY: Original Signed FLOOD CONTROL ENGINEERING MANAGER	REVIEWED BY: Original Signed ENVIRONMENTAL SERVICES MANAGER
DATE:	DATE:
REVIEWED BY: Original Signed FLOOD CONTROL DEPUTY DIRECTOR	DATE:

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



MARIA YGNACIO CREEK
MAIN and EAST BRANCH
REVEGETATION PROJECT
SANTA BARBARA COUNTY, CALIFORNIA

TITLE SHEET

DESIGNED BY: KS
DRAWN BY: KS
CHECKED BY: MS/AR

O-1127

SHEET 1 OF 5

Filename: Maria Ygnacio Plans5.DWG

SYMBOL LEGEND

CONTROL POINT		EX. ROCK		EX. WATER METER	
EX. CABLE TV BOX		EX. SEWER CLEANOUT		EX. WATER SPIGOT	
EX. CABLE TV VAULT		EX. SEWER MANHOLE		EX. WATER VALVE	
EX. ELECTRIC BOX		EX. SIGNAGE		EX. WATER WELL	
EX. ELECTRIC GUY WIRE		EX. STORM DRAIN GRATE			
EX. ELECTRIC MANHOLE		EX. STORM DRAIN MANHOLE			
EX. ELECTRIC METER		EX. STRUCTURE BENCH			
EX. FIRE HYDRANT		EX. STRUCTURE BOLLARD/POST			
EX. GAS METER		EX. TELEPHONE BOX			
EX. GAS VALVE		EX. TELEPHONE MANHOLE			
EX. IRRIGATION SPRINKLER		EX. TELEPHONE POLE			
EX. LUMINARY		EX. TELEPHONE VAULT			
EX. MAILBOX		EX. COTTONWOOD TREE			
EX. MONUMENT		EX. TREE CANOPY			
EX. POWER & TELEPHONE POLE					

LINETYPE LEGEND

BOUNDARY EASEMENT LINE		EX. FLOWLINE	
BOUNDARY RIGHT OF WAY LINE		EX. GAS	
BOUNDARY PROPERTY LINE		EX. GUARDRAIL	
CENTERLINE		EX. SEWER	
CONTOUR LINE-MAJOR		EX. SIDEWALK	
CONTOUR LINE-MINOR		EX. STORM DRAIN	
EX. AC EDGE OF PAVEMENT		EX. STRUCTURE CONCRETE	
EX. BARBED WIRE FENCE		EX. STRUCTURE WALL	
EX. BRUSH		EX. TELEPHONE	
EX. BUILDING		EX. WATER	
EX. CABLE TV		EX. FENCE	
EX. CHAINLINK FENCE		PROPOSED FACILITIES	
EX. DRAINAGE		PROPOSED STORM DRAIN	
EX. ELECTRIC		RETAINING WALL GUTTER	
EX. ELECTRIC OVERHEAD		TEMP. CONSTRUCTION FENCE	
EX. FACILITIES			

EXISTING UTILITY INFORMATION

ALL UNDERGROUND UTILITIES SHOWN ARE PLOTTED BASED ON INFORMATION PROVIDED BY OTHERS, AND ARE APPROXIMATE. OVERHEAD UTILITIES ARE NOT SHOWN. NOTE THAT INDIVIDUAL SERVICE LATERALS AND CONNECTIONS ARE NOT PLOTTED ON THE PROFILE.

THE SANTA BARBARA COUNTY FLOOD CONTROL DISTRICT IS NOT RESPONSIBLE FOR THE ACCURACY OF THIS INFORMATION. CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT A MINIMUM OF TWO WORKING DAYS PRIOR TO COMMENCEMENT OF ANY EXCAVATION @ 1-800-422-4133.

STANDARD DETAILS AND PLANS LIST

STANDARD NO.	DESCRIPTION
<u>STATE DEPARTMENT OF TRANSPORTATION STANDARD PLANS (MAY 2006 EDITION)</u>	
The Standard Plan sheets applicable to this contract include, but are not limited to those indicated below. The Revised Standard Plans (RSP) and New Standard Plans (NSP) which apply are attached to the contract.	
RSP H1	LANDSCAPE AND EROSION CONTROL SYMBOLS
RSP H2	LANDSCAPE AND EROSION CONTROL SYMBOLS
H52	ROLLED EROSION CONTROL PRODUCT

ABBREVIATIONS

APN	ASSESSORS PARCEL NUMBER	LFX	LOW FLOW CROSSING
CL or C/L	CENTER LINE	N	NORTH OR NORTHING
CALTRANS	STATE OF CALIFORNIA	OC	ON CENTER
	DEPARTMENT OF TRANSPORTATION	W or WL	WATER LINE
COUNTY	COUNTY OF SANTA BARBARA	WV	WATER VALVE
CP	CONTROL POINT		
DW	DRIVEWAY		
E	EAST OR EASTING		
EG	EXISTING GROUND		
EP	EDGE OF PAVEMENT		
ELEC	ELECTRIC		
ETW	EDGE OF TRAVEL WAY		
FT	FEET		
G	GAS LINE		
IN	INCH		

REVISIONS			
NO.	DESCRIPTION	DATE	APR



DESIGNED BY:	<i>KM Sullivan</i>	03/29/2019
FLOOD CONTROL DESIGN ENGINEER		DATE

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

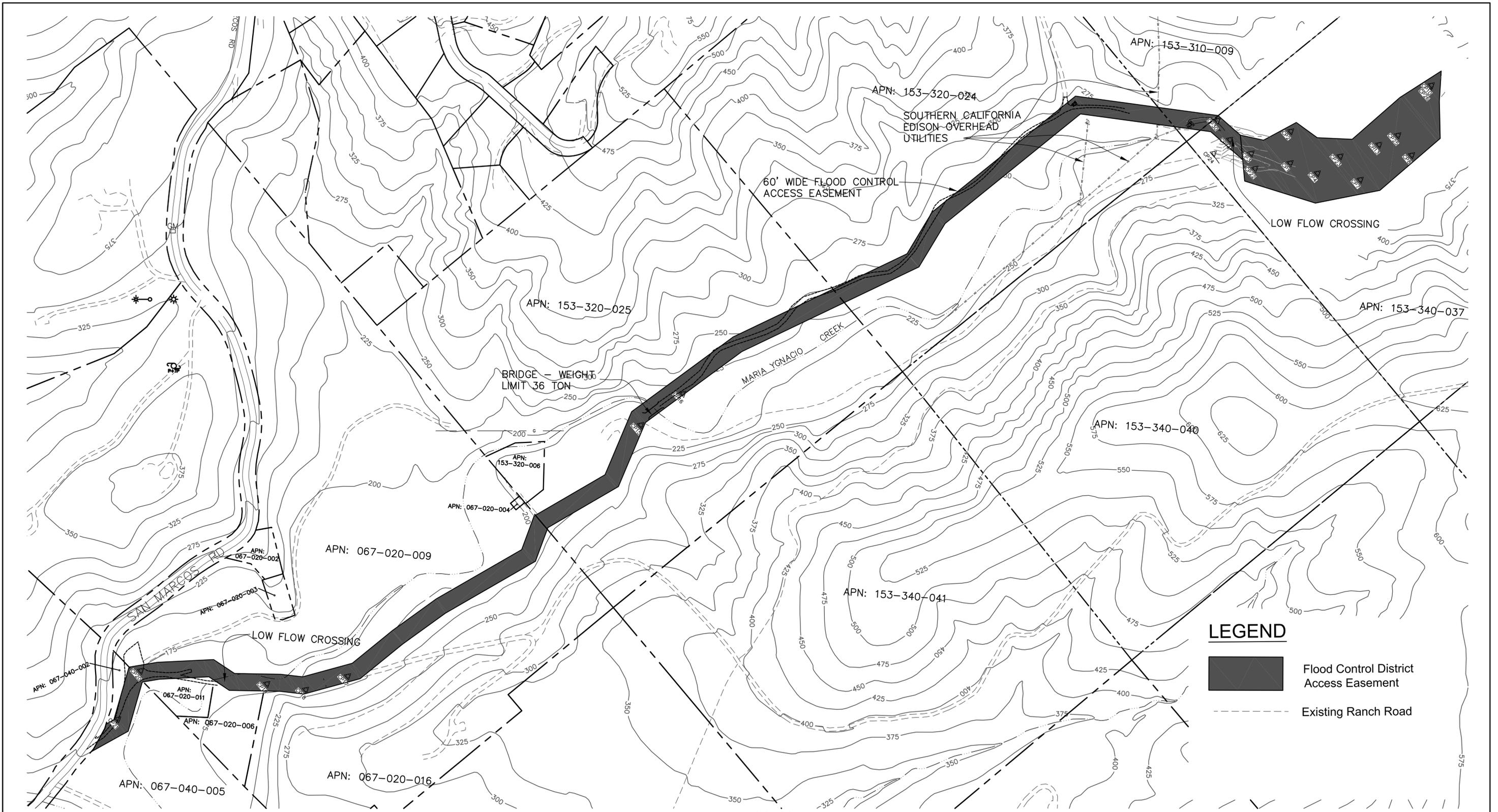


MARIA YGNACIO CREEK
MAIN and EAST BRANCH
REVEGETATION PROJECT
SANTA BARBARA COUNTY, CALIFORNIA

GENERAL INFORMATION

DESIGNED BY:	KS	O-1127
DRAWN BY:	KS	
CHECKED BY:	MS/AR	SHEET 2 OF 5
Filename: MYDB_2018-12-19_PLANS.DWG		

UNAUTHORIZED CHANGES OR USES THE SANTA BARBARA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT AND ITS EMPLOYEES ARE NOT BE RESPONSIBLE FOR THE PLANS. UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS, ALL PROPOSED CHANGES TO THE PLANS MUST BE APPROVED BY WRITING TO THE DISTRICT AND APPROVED BY WRITING BY THE DISTRICT. THESE PLANS ARE SUBJECT TO ANY AND ALL CHANGES OR USES.



LEGEND

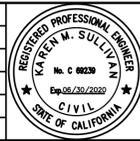
-  Flood Control District Access Easement
-  Existing Ranch Road

ACCESS PLAN
NOT TO SCALE

UNAUTHORIZED CHANGES OR USES:
THE SANTA BARBARA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT AND ITS EMPLOYEES WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL PROPOSED CHANGES TO THE PLANS MUST BE PRESENTED IN WRITING TO THE DISTRICT AND APPROVED IN WRITING BY THE DISTRICT PRIOR TO IMPLEMENTATION OF ANY SUCH CHANGE OR USE.

ALL UNDERGROUND UTILITIES SHOWN ARE PLOTTED BASED ON INFORMATION PROVIDED BY OTHERS, AND ARE APPROXIMATE. OVERHEAD UTILITIES ARE NOT SHOWN.
THE SANTA BARBARA COUNTY FLOOD CONTROL DISTRICT IS NOT RESPONSIBLE FOR THE ACCURACY OF THIS INFORMATION. CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT A MINIMUM OF TWO WORKING DAYS PRIOR TO COMMENCEMENT OF ANY EXCAVATION @ 1-800-422-4133.

REVISIONS			
NO.	DESCRIPTION	DATE	APR



DESIGNED BY: *K.M. Sullivan* 03/29/2019
FLOOD CONTROL DESIGN ENGINEER DATE

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



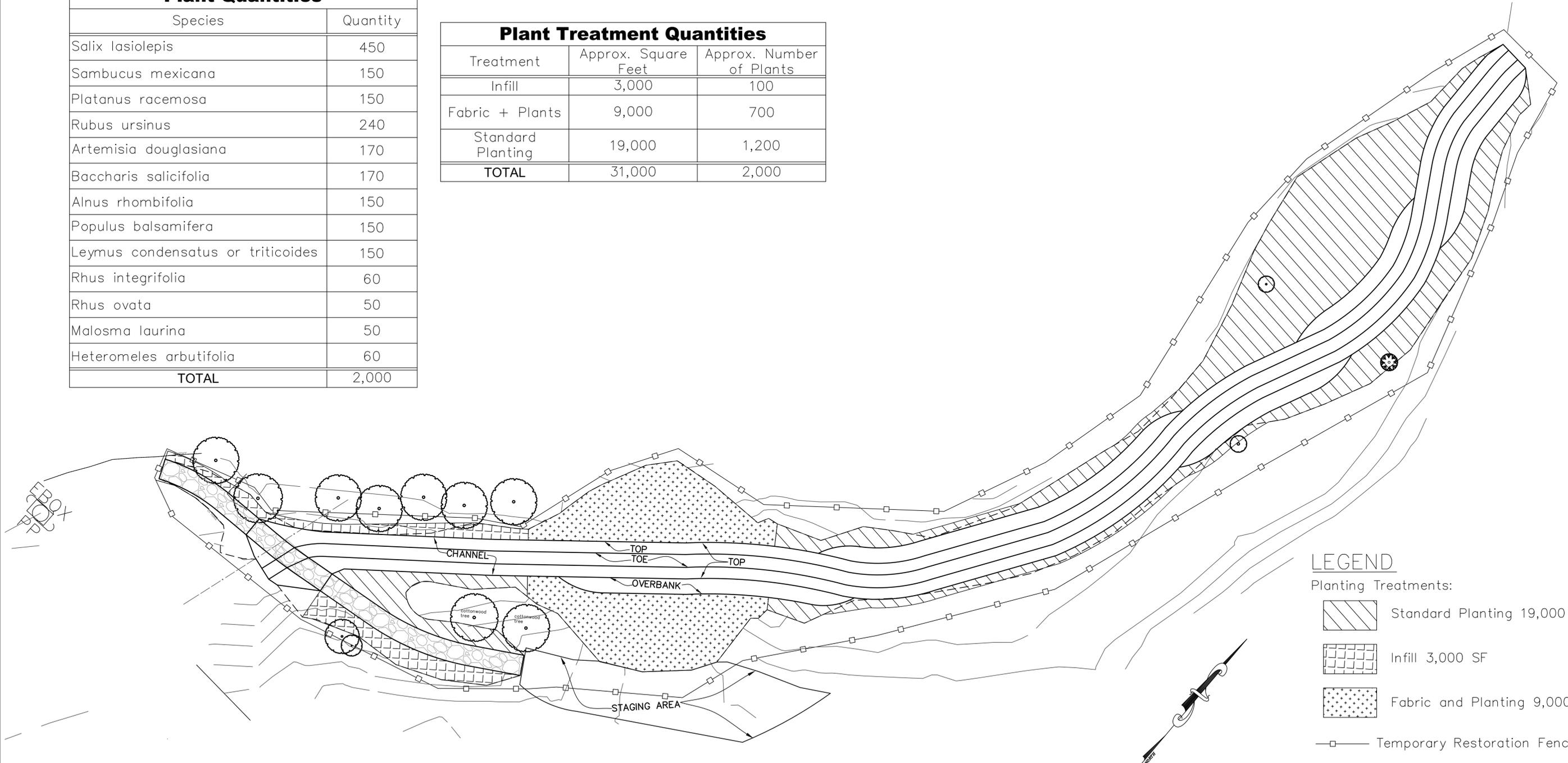
MARIA YGNACIO CREEK
MAIN and EAST BRANCH
REVEGETATION PROJECT
SANTA BARBARA COUNTY, CALIFORNIA

**MAIN BRANCH
ACCESS**

DESIGNED BY: KS
DRAWN BY: KS
CHECKED BY: MS/AR
SHEET 3 OF 5
Filename: MYDB_2018-12-19_PLANS.DWG

Plant Quantities	
Species	Quantity
Salix lasiolepis	450
Sambucus mexicana	150
Platanus racemosa	150
Rubus ursinus	240
Artemisia douglasiana	170
Baccharis salicifolia	170
Alnus rhombifolia	150
Populus balsamifera	150
Leymus condensatus or triticoides	150
Rhus integrifolia	60
Rhus ovata	50
Malosma laurina	50
Heteromeles arbutifolia	60
TOTAL	2,000

Plant Treatment Quantities		
Treatment	Approx. Square Feet	Approx. Number of Plants
Infill	3,000	100
Fabric + Plants	9,000	700
Standard Planting	19,000	1,200
TOTAL	31,000	2,000



LEGEND

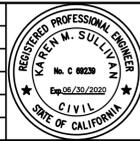
Planting Treatments:

- Standard Planting 19,000 SF
- Infill 3,000 SF
- Fabric and Planting 9,000 SF
- Temporary Restoration Fencing
- Construction Grading Limits

SCALE: 1" = 10'

GRAPHIC SCALE

REVISIONS			
NO.	DESCRIPTION	DATE	APR



DESIGNED BY: *K.M. Sullivan* 03/29/2019
 FLOOD CONTROL DESIGN ENGINEER DATE

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



MARIA YGNACIO CREEK
 MAIN and EAST BRANCH
 REVEGETATION PROJECT
 SANTA BARBARA COUNTY, CALIFORNIA

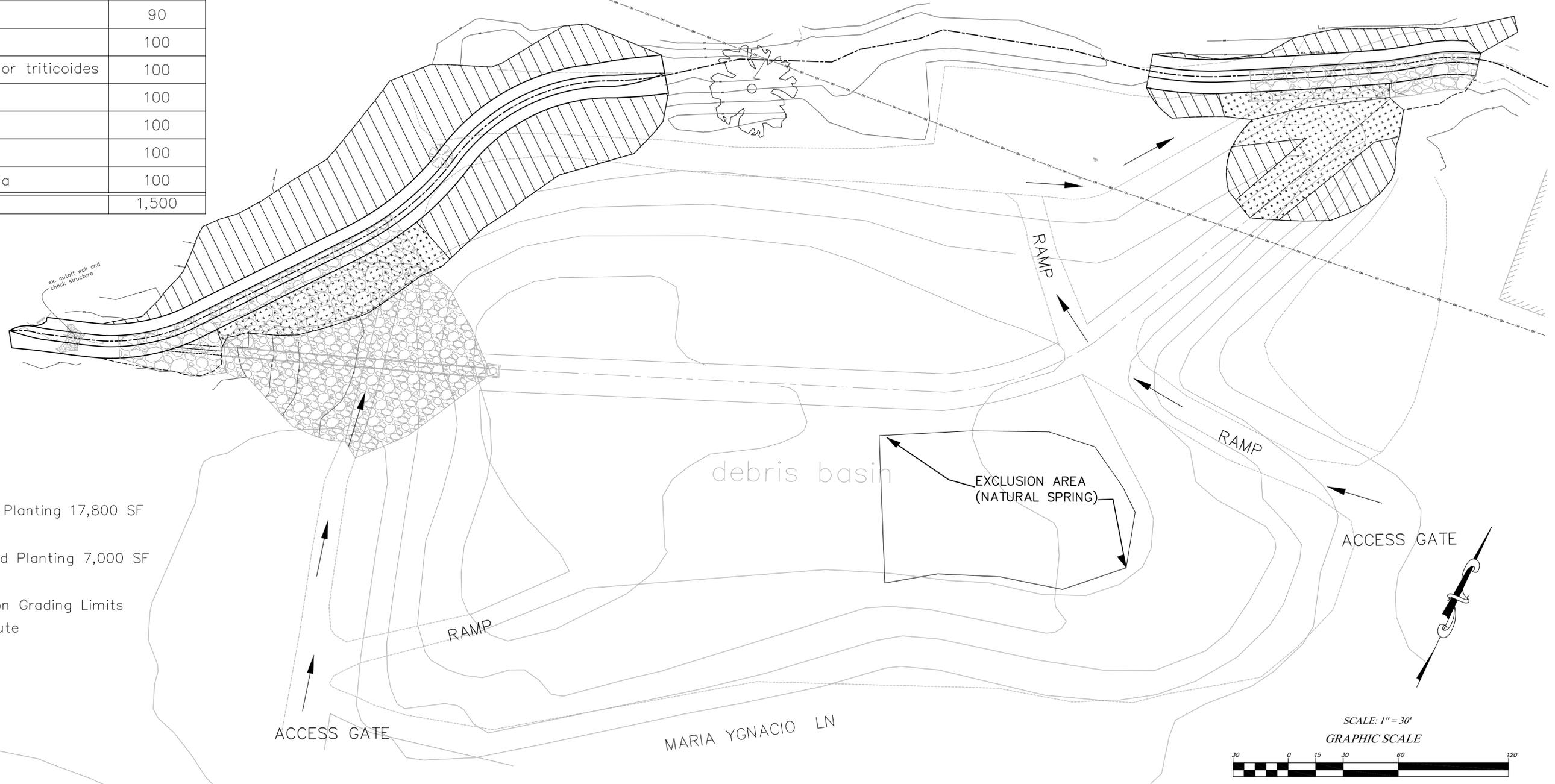
**MAIN BRANCH
 RESTORATION
 AREA**

DESIGNED BY: AR
 DRAWN BY: KS
 CHECKED BY: MS

O-1127
 SHEET 4 OF 5
 Filename: MARIA YGNACIO PLANS5.DWG

Plant Quantities	
Species	Quantity
Salix lasiolepis	250
Sambucus mexicana	100
Platanus racemosa	100
Rubus ursinus	140
Artemisia douglasiana	110
Baccharis salicifolia	110
Alnus rhombifolia	90
Populus balsamifera	100
Leymus condensatus or triticoides	100
Rhus integrifolia	100
Rhus ovata	100
Malosma laurina	100
Heteromeles arbutifolia	100
TOTAL	1,500

Plant Treatment Quantities		
Treatment	Approx. Square Feet	Approx. Number of Plants
Fabric + Plants	7,000	450
Standard Planting	17,800	1,050
TOTAL	24,800	1,500



LEGEND

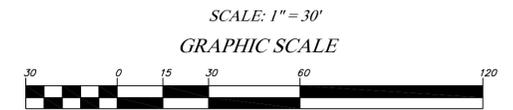
Planting Treatments:

 Standard Planting 17,800 SF

 Fabric and Planting 7,000 SF

 Construction Grading Limits

 Access Route



REVISIONS			
NO.	DESCRIPTION	DATE	APR



DESIGNED BY: *KM Sullivan*
FLOOD CONTROL DESIGN ENGINEER 03/27/2019 DATE

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



MARIA YGNACIO CREEK
MAIN and EAST BRANCH
REVEGETATION PROJECT
SANTA BARBARA COUNTY, CALIFORNIA

**EAST BRANCH
RESTORATION
AREA**

DESIGNED BY: AR
DRAWN BY: KS
CHECKED BY: MS

O-1127

SHEET 5 OF 5

Filename: MARIA_YGNACIO_PLANS5.DWG

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

**NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS**

FOR

**Maria Ygnacio Creek, Main Branch and East Branch
Revegetation Project**

FIN PROJECT NO. SC8349 & SC8351

BID OPENING LOCATIONS:

Attention: Front Counter

**Santa Barbara County Flood Control and Water Conservation District Offices:
Naomi Swartz Building, 130 E. Victoria Street, Suite 200, Santa Barbara, CA 93101
North County Public Works Office, 620 West Foster Road, Santa Maria, CA 93455**

BIDS OPEN: 2:00 P.M.

June 4, 2019

Electronic Advertising Contract

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

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**SANTA BARBARA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
NOTICE TO BIDDERS**

Sealed bids will be received until 2:00 PM, June 4th, 2019, for the Maria Ygnacio Creek Revegetation Projects at the front counter of the;

Santa Barbara County Flood Control and
Water Conservation District office
Naomi Schwartz Building
130 E. Victoria Street, Suite 200
Santa Barbara, CA 93101
Tel. (805) 568-3440

or

North County Public Works office
620 West Foster Road
Santa Maria, CA 93455
Tel. (805) 739-8750

Each bid will be publicly opened and read at or about that time.

GENERAL WORK DESCRIPTION: Complete the contract work, excluding plant establishment work, within forty (40) working days. The 40 working-day period is broken up into a 15-working day period, followed by a winter work suspension period, followed by a 25-working day period. Complete the contract work, including plant establishment work, within seven hundred ninety (790) working days. Complete the plant establishment work, within seven hundred fifty (750) working days. The Project generally consists of replanting and restoring disturbed areas with native vegetation, installation of drip irrigation, watering, weeding, erosion control, installation of a temporary barbed wire fence, plant establishment work, and protection of existing facilities and utilities.

PROJECT LOCATION DESCRIPTION: the WORK occurs along the Main and East branches of Maria Ygnacio Creek, in the unincorporated area of Santa Barbara County near Goleta, California, within Flood Control District permanent easements and temporary construction easements on private property.

Complete the work within **forty (40) working days**.

Dodge Green Sheet Value Code C.

A mandatory pre-bid job walk is scheduled for May 23rd, at 10:00AM. Bidders interested in attending are to meet at the parking location at the intersection of N. San Marcos Road and the Maria Ygnacio Creek Main Branch Debris Basin access road. A map of the meeting and parking location is included in the Information Handout.

The Plans, Specifications, Bid Book and other Contract Documents are available at no charge at:

<https://ebids.cosbpw.net/Contr/TrBidLogin.aspx>

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

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

For each bid all forms must be filled out as indicated in the bid documents. The entire Bid Book must be submitted. Proposals by Bidder(s) not listed as a holder of plans and specifications on the Plan Holders of Record Sheets will be returned unopened.

Submit your bid with bidder's security equal to at least 10 percent of the Bid.

Pursuant to the provisions of Section 1770 et seq. of the California Labor Code, the Prime Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations. A copy of the prevailing rate of per diem wages is on file at the office of the Santa Barbara County Flood Control and Water Conservation District. In addition, the Prime Contractor shall be responsible for

compliance with the requirements of Section 1777.5 of the California Labor Code relating to use of apprentice labor on public works contracts. The OWNER policy is to encourage the employment and training of apprentices on its construction contracts as may be permitted under local apprenticeship standards.

Pursuant to Section 9204 of the Public Contract Code (Assembly Bill No. 626), all provisions of Section 9204 and Section 20104 et seq. of the Public Contract Code shall be considered as incorporated into and become an integral part of these contract documents.

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.

The Contractor shall be subject to the provisions of Article XIII, Chapter 2, of the Santa Barbara County Code, prohibiting unlawful discrimination of employment practices.

The Bidder shall possess a Class A General Engineering Contractor license or a Class C-27 license which constitutes the majority of the work in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code at the time that the Bid is submitted. Failure to possess the required license(s) shall render the Bid as non-responsive and shall act as a bar to award of the Contract to any bidder not possessing said license.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be submitted as a bidder inquiry prior to 2:00 p.m. on the Friday of the week preceding bid opening. Submittals after this date will not be addressed. Questions pertaining to this Project prior to Award of the Contract shall be directed to:

ksulliv@cosbpw.net or (805) 568-3458

Include "Projects No. SC8349 & SC8351" in the subject field.

Bidders (Plan Holders of Record) will be notified by electronic mail if addendums are issued. The addendums, if issued, will only be available on the County Website:

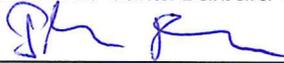
<http://www.countyofsb.org/pwd/pwwater.aspx?id=3600>

Bidders are required to acknowledge receipt of all addendums where noted on the Bid Form.

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.

Date: 4-10-19

OWNER: The Santa Barbara County Flood Control and Water Conservation District

By: 

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

**SPECIAL PROVISIONS
FOR
Maria Ygnacio Creek Revegetation Projects**

FIN PROJECT NO. SC8349 & SC8351

The special provisions contained herein have been prepared under the direction of the following Registered Persons.



KM Sullivan
REGISTERED CIVIL ENGINEER

03-29-2019
DATE

Maureen Spencer
PROJECT MANAGER

4-8-19
DATE

Matthew S. Jime
APPROVAL RECOMMENDED - ENGINEERING MANAGER

4-10-19
DATE

SKR
APPROVED BY DEPUTY DIRECTOR OF PUBLIC WORKS,
WATER RESOURCES

4-10-19
DATE

COPY OF BID ITEM LIST

Item No.	F	BEES No.	Description	Units	Quantity	Unit Price	Total
1		999990	Mobilization	LS	1		
2		204035	Plant (Group A)	EA	3,500		
3		130200	Prepare Water Pollution Control Program	LS	1		
4		130640	Temporary Fiber Roll	LF	3,630		
5		204099	Plant Establishment Work	LS	1		
6		205035	Wood Mulch	CY	407		
7		208000A	Temporary Drip Irrigation System	LS	1		
8		210280	Rolled Erosion Control Product (Blanket)	SF	16,000		
9		800101	Temporary Restoration Fencing (Type BW)	LF	2,100		
CONTRACTOR'S BID ITEMS SUBTOTAL							
10			SUPPLEMENTAL WORK (Additional Water Pollution Control)	LS	1	\$ 5,000.00	\$ 5,000.00
11			SUPPLEMENTAL WORK (Additional Planting)	LS	1	\$ 5,000.00	\$ 5,000.00
12			Supplemental Work (Biological Mitigation Monitoring)	LS	1	\$5,000.00	\$ 5,000.00
SUPPLEMENTAL WORK BID ITEMS SUBTOTAL							\$15,000.00
TOTAL BID ITEMS							

¹ "F" denotes Final Pay Item

FLOOD CONTROL DISTRICT PROVISIONS

The work provided herein must be performed in accordance with the Caltrans Standard Specifications 2010 edition (Standard Specifications), and the Revised Standard Specifications (RSS) dated 03/03/2017. The Standard Specifications is incorporated herein by reference.

MODIFICATIONS TO STANDARD SPECIFICATIONS

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to the 1st table in section 1-1.06:

AA	Aluminum Association
AMS	Aerospace Material Specifications
APWA	The American Public Works Association
SAE	Society of Automotive Engineers

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.

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

business day: Day on the calendar except Saturday, Sunday or holiday.

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, 2006 edition, including supplements published by Building News, Inc., Los Angeles, CA.

High Risk Facilities: Facilities conducting the following materials, whether encased or not, are considered to be High Risk facilities:

1. Petroleum Products,
2. Oxygen,
3. Chlorine,
4. Toxic or flammable gases,
5. Natural gas in pipelines greater than 150 mm (6 inches) nominal pipe diameter, or pipelines with normal operating pressures greater than 415 kPa gauge (60 p.s.i.g.),
6. Underground electric supply lines, conductors or cables that have a potential to ground of more than 300 volts, either directly buried or in duct or conduit, which do not have concentric grounded or other effectively grounded metal shields or sheaths.

holiday: Holiday shown in the following table:

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

If January 1st, February 12th, March 31st, July 4th, November 11th, or December 25th falls on a Sunday, the Monday following is a holiday. If November 11th falls on a Saturday, the preceding Friday is a holiday.

Low Risk Facilities: Facilities conducting the following materials are considered to be Low Risk facilities:

1. Natural gas in pipelines 150 mm (6 inches) or smaller (nominal pipe diameter) with normal operating pressures of 415 kPa gauge (60 p.s.i.g.) or less.
2. Underground electric supply lines, conductors or cables with a potential to ground of more than 300 volts, either directly buried or in duct or conduit, which do have concentric grounded or other effectively grounded metal shields or sheaths, and for which the utility owner furnished location information in conformance with the requirements of Article 17.7, "Location Information" of General Order No. 128 of the California Public Utility Commission, or electrical underground conductors with a potential to ground of 300 volts or less.

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

State Highway Engineer: 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: Change Order Work.

AA

5 CONTROL OF WORK

Add to section 5-1.01:

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; and 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. Technical provisions
 - 1.4. Flood Control District provisions
 - 1.5. Project plans
 - 1.6. Revised standard specifications
 - 1.7. Standard specifications
 - 1.8. Revised standard plans
 - 1.9. Standard plans
 - 1.10. Information Handout
 - 1.11. Supplemental project information (except where supplemental project information is designated as not a contract document).
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 6) 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. Payment will be as later determined by arbitration, if the District and you agree thereto, or as fixed in a court of law.

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.

Add to section 5-1.16:

You must notify the Owner, in writing, when you desire to change the Project Manager and Superintendent for the Project, and must provide in writing the name, qualifications, and experience statements of the personnel proposed by you to be used.

Add to section 5-1.17:

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

Submit a copy of your policy at the preconstruction meeting.

Add to section 5-1.23:

Make all submittals to the Engineer.

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

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

Add to list under the 3rd paragraph of section 5-1.23A:

5. Federal Project Number, if any

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

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

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

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

Add to section 5-1.23C:

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

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

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.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant 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 a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

SEC. 2. The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

SEC. 3. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

7-1.021(1)(b) Santa Barbara County Code, Chapter 2, Article XIII

Sec. 2-94. - Exceptions.

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

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

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

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

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

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

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

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

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

Sec. 2-95.5. - Exceptions.

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

Sec. 2-96. - Purchase orders.

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

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

Sec. 2-97. - Affirmative Action Officer.

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

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

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

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

Add to section 7-1.02K(1):

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

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

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).

Add to section 7-1.02K(5):

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

You must be responsible for overtime compensation of inspection personnel for their work that occurs outside the above stated hours. The actual costs will be deducted from your payment.

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, Chapter 3.2, 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 7-1.02P with:

7-1.02P County Ordinance

7-1.02P(1) General

Comply with County Ordinances.

Copies of County Ordinances are available at http://www.municode.com/library/CA/Santa_Barbara_County, and at County offices located at 123 East Anapamu Street, Santa Barbara, CA 93101.

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

7-1.02P(2) Grading

Comply with section 13.

Santa Barbara County Grading Ordinance and Santa Barbara Flood Control and Water Conservation District Ordinance No. 35 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, in particular, County Code Chapter 28, Article I, Section 49.

Replace section 7-1.05 with:

7-1.05 INDEMNIFICATION

Indemnification and liability coverage in this section, Indemnification and Insurance, will mean the County of Santa Barbara, the Santa Barbara County Flood Control District, Designated Representative, Architect/Engineer, and their officials, agents and employees.

To the maximum extent permitted by law, you must fully defend (with Counsel reasonably approved by County), indemnify and hold harmless the County and its board, departments, officers, officials, employees, agents and volunteers (collectively, "INDEMNITEE"), from and against any and all third party claims, allegations, suits, actions, legal or administrative proceedings, judgments, debts, demands, damages, including those involving injury or death to any person or persons, and damage to any property including loss of use resulting therefrom, incidental and consequential damages, liabilities, interest, costs, attorneys' fees and expenses of whatsoever kind of nature whether arising before, during or after commencement or completion of this Contract, whether against you or the INDEMNITEE which are in any manner, directly, indirectly, in whole or in part, arising from breach of any provision of the Contract, or any act, omission, fault or negligence, whether active or passive, of you, a subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable in connection with or incident to the Contract, even though the same may have resulted from the joint, concurring or contributory negligence, or from the passive negligence, of the INDEMNITEE or any other person or persons, unless the same be caused by the sole negligence or willful misconduct of the INDEMNITEE, or except to the extent caused by the active negligence of INDEMNITEE. In instances where the INDEMNITEE'S active negligence accounts for a percentage of the liability involved, the obligation of you to defend, indemnify and hold harmless must be for the entire percentage of liability not attributable to that active negligence.

You must notify the County 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.

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 \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), with limit no less than \$2,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability:** (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If you maintain higher limits than the minimums shown above, the County of Santa Barbara and the Santa Barbara County Flood Control District (County) requires 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 of Santa Barbara and the Santa Barbara County Flood Control District.

7-1.06C Other Insurance Provisions

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

1. Additional Insured – County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or

operations performed by you or on your behalf including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to your insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

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

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 or when a schedule of values is specified to be submitted.

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 (49CFR26.29) 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.

DIVISION III GRADING

20 LANDSCAPE

Add before Section 20-1 of the RSS for Section 20:

Bid Items and Applicable Sections			
Item No.	Item code	Item description	Applicable section
4	204035	Plant (Group A)	20
5	204099	Plant Establishment Work	20
6	205035	Wood Mulch	20
7	208000A	Temporary Drip Irrigation System	20

Add to Section 20-1.03A of the RSS for Section 20:

The Contractor must adhere to the following Best Management Practices (BMPs) during all phases of work:

- No vehicles or heavy equipment is allowed in the wetted creek channel.
- No litter is allowed at the sites. All trash and debris generated during the project must be hauled offsite.
- Vehicles and equipment must be maintained in good working order and inspected to avoid leaks of fuel, hydraulic fluids, oil, or coolants.

Add to Section 20-1.03C(3) of the RSS for Section 20:

Assess the planting areas for weeding and maintenance during the weekly watering visits. Weeds must be hand-pulled from the watering/planting basin at each plant within a 2-foot radius on-center, on a regular basis to prevent weeds from interfering with native plant growth or sunlight exposure.

Submit a weed abatement plan and schedule, herbicide applicator certification, and herbicide certifications of compliance.

Noxious weeds and/or Cal-IPC “High” rated pest species, if detected, must be removed from the restoration areas and associated creek channel. Noxious weed removal must be performed by hand pulling, cut-and-paint, spot-spray with herbicide approved for aquatic use, weed-whacker, or excavation with shovels and hand-tools. Noxious weeds species to be removed include, but are not limited to: tamarisk, arundo, pampas grass, eucalyptus, castor bean, and tree tobacco. Noxious weeds removed must be disposed offsite. Any herbicide applications will be performed by certified applicators.

Weed control includes bi-annual mowing work twice per year (once in the spring and once in fall). Bi-annual mowing includes mowing or weed-whacking weeds between the plant watering basins. Native species that emerge do not need to be mowed, but non-native species must be mowed in the areas between the installed plants. Mowing must be performed before the weeds reach the seed stage or exceed 12 inches in height, whichever occurs first. Weeds must be mowed to a height of <3 inches. Contractor must remove trash and debris before mowing. Mowed plant material does not need to be removed from the site, but should not be left piled over or smothering the native plants.

The Contractor must take photos before and after bi-annual mowing from several vantage points throughout the restoration areas. Photos must be provided via email to the District within 1 week.

Weed control work is included in the costs for Plant Establishment Work.

Replace “Reserved” in Section 20-2.15 of the RSS for Section 20 with:

Install a Temporary Drip Irrigation System complying with the provisions of Section 20-2, “Irrigation”.

The Temporary Drip Irrigation System must include, but is not limited to, piping, driplines, emitters, fittings and appurtenances, fittings for attachment to mobile water source, and protection in place. The irrigation

system will provide at least 1 emitter per each plant and shall be designed to deliver 3-5 gallons of water per plant per watering session. The Temporary Drip Irrigation System may be segmented into zones or separate attachments points.

A direct water connection is not available at the site. Water must be obtained from a mobile water source.

Within the Planting Treatment Areas designated "Infill", a dripline system is optional. The Contractors may install a dripline system if preferred, or the Contractor may elect to water these plants manually.

Temporary Drip Irrigation System must remain in place for the duration of the Plant Establishment Period, and may be removed or modified upon the direction of the District, pursuant to the Performance Standard Criteria.

Temporary Drip Irrigation System maintenance and removal is included in Plant Establishment Work.

Submit a Temporary Drip Irrigation System Plan within 14 days of contract approval. Irrigation system plan must include description of irrigation system, watering schedule, system flow-rate calculations (gpm), and a schematic of the system layout.

The cost for developing a Temporary Drip Irrigation System Plan is included in the cost for Temporary Drip Irrigation System.

Add to Section 20-3.01A(1) of the RSS for Section 20:

Perform all the work required to procure, deliver and install plants. Plants must be procured from a local (South coast) stock. Three types of planting treatments are required for Maria Ygnacio Main Branch and Maria Ygnacio East Branch Project sites as indicated in Table 1, "Planting Treatments," as illustrated in the Plans, and as follows:

1. Standard Planting:
 - a. The restoration treatment must consist of Plant Group Designation A 1-gallon container plants from the list in Table 2 and spaced at 4.5ft on-center, on average. Install plants more densely as appropriate near the edge of the creek, and more sparsely further upslope and/or adjacent to larger existing trees; the average spacing of 4.5 ft on-center is used to calculate total plant numbers for the given area, with 10% additional plants to account for mortality.
 - b. Prior to plant placement, consult with the District regarding installation of a blended plant community.
 - c. Some existing native trees may be left standing within the restoration areas. Existing trees must be left in place, undisturbed. Contractor must plant new container plants around existing trees as appropriate.
2. Infill:
 - a. These areas may be lightly disturbed due to incidental construction activity. Restoration tasks consist of in-fill plantings to fill gaps in the remaining vegetation.
 - b. Plants must be installed to fill patches of disturbance within the Infill areas, based on consultation with the District. Plants must consist of Plant Group Designation A 1-gallon container plants from the list in Table 2. The infill areas are small and do not involve dense plantings; therefore watering may be done via hose from the water truck, rather than a dedicated irrigation system per these special provisions.
3. Fabric and Planting:
 - b. These areas consist of graded slope that must be covered with rolled erosion control blanket and planted with native species.
 - c. The rolled erosion control blanket and planting project areas shall be planted with Plant Group Designation A 1-gallon container plants from the list in Table 2 and planted at 4-5 ft centers on average (contractor should, using general landscape practices. Install plants more densely as appropriate near the edge of the creek, and more sparsely further upslope; the average spacing of 4.5ft on-center is used to calculate total plant numbers for the given area).

Table 1: Planting Treatments

Treatment	Main Branch		East Branch		Combined Total	
	Approx Square Feet	Approx Number of Plants*	Approx Square Feet	Approx Number of Plants*	Approx Square Feet	Approx Number of Plants*
Infill	3,000	100	0	0	3,000	100
Fabric + Plants	9,000	700	7,000	450	16,000	1,150
Standard Planting	19,000	1,200	17,800	1050	36,800	2,250
TOTAL	31,000	2,000	24,800	1,500	55,800	3,500

*Based on 4.5' spacing on triangular planting arrangement.

Plant installation work includes the following tasks:

1. Dig a hole for plant installation at least 3 times as wide as the planting container and with sufficient depth to allow the root ball to be buried and mulched without damaging the plant.
2. Amend each planter hole with a suitable amount of soil amendment and fertilizer, and backfilling the planting hole and compacting soil around the plant.
3. Form a watering basin and soil ring around each plant (approx. 2 ft radius on center of each plant).
4. Cover the watering basin with a 3-inch deep layer of wood mulch.

You may be directed to perform Additional Planting. This only applies in the event that change order work that requires Additional Planting 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 Planting be paid for unless the project scope has changed.

Replace the table in Section 20-3.01B(2)(a) of the RSS for Section 20 with:

All plants must be Plant Group Designation A, one-gallon containers conforming to Table 2, "Plant Species List". Substitutions of plant species or sizes must be approved by the District.

Table 2: Plant Species List

Species	Main Branch Site	East Branch Site	Sub-Total
Salix lasiolepis	450	250	700
Sambucus mexicana	150	100	250
Platanus racemosa	150	100	250
Rubus ursinus	240	140	380
Artemisia douglasiana	170	110	280
Baccharis salicifolia	170	110	280
Alnus rhombifolia	150	90	240
Populus balsamifera	150	100	250
Leymus condensatus or triticoides	150	100	250
Rhus integrifolia	60	100	160
Rhus ovata	50	100	150

Malosma laurina	50	100	150
Heteromeles arbutifolia	60	100	160
TOTAL	2000	1500	3500

Add to Section 20-3.01C(3) of the RSS for Section 20:

Watering must include an initial deep watering of 3-5 gallon per plant within the first day that plants are installed. Thereafter, watering must be performed according to the following schedule and tasks indicated below.

Year 1 (0-12 months after installation):

Weekly watering visits during the dry seasons (approximately 40 weekly visits from March through November; the exact start and end dates will depend on local weather).

Year 2: (13-24 months after installation)

Equivalent to Year 1. Watering frequency may be modified upon submittal of a revised watering schedule and upon approval by the District.

Year 3: (14-36 months after installation)

Watering must occur at least once every 2-weeks during the dry season (approximately 20 visits, from approximately March through November, depending on local weather).

The watering schedule may be reduced during rainy weather upon the approval by the District.

Add to Section 20-4.01A of the RSS for Section 20:

Plant Establishment Work must also include weed control, weed abatement plan/schedule, irrigation repairs, fence repairs, and site upkeep.

Damaged irrigation components and emitters must be replaced as soon as feasible to ensure plants receive adequate water to achieve performance criteria. Old and damaged irrigation components must be removed and disposed offsite.

This project has a Type 1 plant establishment period..

Replace the first sentence of Section 20-4.01C of the RSS for Section 20 with:

Plant Establishment Period begins upon completion of all contract work, excluding Plant Establishment Work, and as approved by the District.

Add to Section 20-4.01D of the RSS for Section 20:

20-4.01D(1) General

Quality Control and Assurance work is included in the cost for Plant Establishment Work.

Procure healthy, viable plant specimens. All planting stock brought to the project site must be inspected to ensure plant materials are free of pest species, including but not limited to, shot-hole borer beetle and pest ant species. Any planting stock with pest infestations must not be allowed on the project site.

Comply with Performance Criteria Standards indicated in Section 20-4.01D(3). In the event that Performance Criteria Standards are not met at the Year -1 and Year-2 inspections, you may be required to develop and implement corrective actions at your expense. These corrective actions may include, but are not limited to, revised watering frequency and/or quantity; additional weed abatement, supplemental plant installation, modification of drip irrigation system, soil amendment/fertilization, and/or changes to the plant species mix.

20-4.01D(2) District Inspections

District Inspection will occur on a quarterly and yearly basis.

Quarterly inspection will include qualitative assessment of restoration areas for weed populations, plant survival, litter/debris, and irrigation maintenance.

You may replace dead or diseased plants before the Annual Inspection. Notify the District of all dead and replaced plants after the Year-1 Inspection.

Year-1 Inspection

The site will be inspected by the District 1 year after plant installation. Plants must appear healthy and property watered without weed infestations in the watering basin, conforming to the provisions in Section, 20-1.03C(3), "Weed Control".

At the Year-1 District Inspection, plant survival must be at least 80% of the original plant count. If mortality is more than 20%, procure and install replacement plants of the same size and species to replace all perished plants. Plant substitutes must be discussed and approved by the District. Replacement plants should be planted during winter and spring months. The drip irrigation system must be updated as necessary to accommodate any replacement plants.

Year-2 Inspection

The District will inspect the site 2 years after plant installation. Plants must appear healthy and property watered, without weed infestations in the watering basins, conforming to the provisions in Section, 20-1.03C(3), "Weed Control". At the 2-Year Inspection, plant survival must be at least 85% of the original plant count. If mortality is more than 15%, you must procure and install replacement plants at 1-gallon size from the species list, to replace all perished plants. The drip irrigation system must be updated as necessary to accommodate any replacement plants. You must provide a list and count of all replacement plants installed after the Year-2 Inspection.

Year-3 Inspection

The District will inspect the site 3 years after installation. Plants must appear healthy and property watered, without weed infestations in the watering basin, and conforming to the provisions in Section, 20-1.03C(3), "Weed Control". The total number of installed container plants that are alive and healthy must be at least 90% of the original plant count. If mortality is more than 10% of the original plant count, Contractor must procure and install replacement plants at 1-gallon size from the species list.

20-4.01D(3) Performance Criteria Standards

Tables 3 through 5 describe performance standards for the installed container plants and replanted specimens.

Table 3: Plant Survival Performance Standard Criteria:

	Plants Installed Initially	Year 1, Live, healthy plants remaining	Year 2, Live, healthy plants remaining	Year 3, Live, healthy plants remaining
Main Branch	2,000	80% 1,600	85% 1,700	90% 1,800
East Branch	1500	80% 1,200	85% 1,275	90% 1,350

Tree-height will be assessed and an average tree-height for each species at each of the 2 work locations will be considered. To be considered successful, the average height at each site over time must be:

Table 4: Tree Height Performance Standard Criteria

Species	Height at end of Year 1	Height at end of Year 2	Height at end of Year 3
Willow	4	6	10
Sycamore	2	4	6
Cottonwood	2	4	6

Maintenance of the temporary barbed-wire fence includes accessing maintenance needs during weekly watering visits, resetting T-posts, replacing wires, adjusting tension and resetting staples as needed for the duration of the Plant Establishment period.

Remove temporary barbed wire fence at the conclusion of Plant Establishment Work, at the direction of the District.

Maintenance and removal of the temporary barbed wire fence is included in the cost for Plant Establishment Work.

STANDARD DETAILS AND PLANS LIST

Description

Standard Number

PROJECT INFORMATION SIGN

STATE DEPARTMENT OF TRANSPORTATION

The Standard Plan sheets (dated 2010) applicable to this contract include, but are not limited to those indicated below.

Landscape and Erosion Control Symbols

RSP H1 and RSP H2

Rolled Erosion Control Product

H52



ADDENDUM NUMBER 1

To: All Bidders
From: *KMS for:* Jonathan S. Frye, Engineering Manager
Date: May 3, 2019
Project: MARIA YGNACIO CREEK, MAIN AND EAST BRANCH REVEGETATION PROJECT

The following changes shall be incorporated by this Addendum #1:

NOTICE TO BIDDERS:

The **bid opening date**, **number of working days**, and **pre bid job walk date** are revised as follows:

1. Replace the bid opening date in the first sentence in the Notice To Bidders with the following corrected bid opening date:

June 4th, 2019

2. Replace the fourth paragraph in the Notice To Bidders with the following sentence:

*Complete the work within **forty (40)** working days.*

3. Replace the first sentence in the sixth paragraph in the Notice To Bidders with the following sentence:

A mandatory pre-bid job walk is scheduled for May 23rd, at 10:00AM.

Acknowledgement of receipt of this Addendum Number 1 by the Contractor shall be made in the appropriate space provided in the Bid Book (Page Bid-2).



ADDENDUM NUMBER 2

To: All Bidders
From: Jonathan S. Frye, Engineering Manager JSF
Date: May 28, 2019
Project: MARIA YGNACIO CREEK, MAIN AND EAST BRANCH REVEGETATION PROJECT

The following changes shall be incorporated by this Addendum #2:

SPECIAL PROVISIONS:

1. Delete the following language from page 34 of the Technical Provisions:

*Replace the first sentence of Section 20-4.01C of the RSS for Section 20 with:
~~Plant Establishment Period begins upon completion of all contract work, excluding Plant
Establishment Work, and as approved by the District.~~*

and replace with the following language:

*Replace the first sentence of Section 20-4.01C(2) of the RSS for Section 20 with:
Plant Establishment Period begins upon completion of all contract work, excluding Plant
Establishment Work and additional planting as necessary, and as approved by the District.*

2. Add the following language to Section 20-3.01A(1) of the RSS for Section 20, on page 32 of the Technical Provisions:

In the event that some of the procured plants are not of sufficient size or viable condition to be planted in the initial planting period (Construction Phase #3), you may install up to 30% of the total number of plants after the initial planting period, through Oct 31, 2020, and upon approval by the District, and at no expense to the District. 70% or more of the total number of plants must be installed during the initial planting period. No additional working days will be added to the contract for additional planting that may be performed beyond the initial planting period. Plant establishment period will remain the same.

Acknowledgement of receipt of this Addendum Number 2 by the Contractor shall be made in the appropriate space provided in the Bid Book (Page Bid-2).



ADDENDUM NUMBER 3

To: All Bidders

From: Jonathan S. Frye, Engineering Manager JSF

Date: May 30, 2019

Project: MARIA YGNACIO CREEK, MAIN AND EAST BRANCH REVEGETATION PROJECT

The following changes shall be incorporated by this Addendum #3:

BID BOOK:

1. Page BID-6, "List of Subcontractors":

Delete the following language:

~~BIDDER'S BOND~~

2. Page BID-7, "Bidders Bond":

Revise the bid opening date beneath the FIN project number to read:

June 4, 2019

Acknowledgement of receipt of this Addendum Number 3 by the Contractor shall be made in the appropriate space provided in the Bid Book (Page Bid-2).