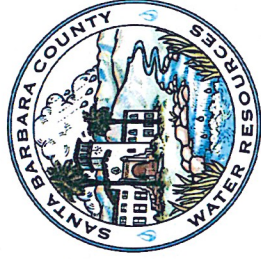


SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

EAST SIDE STORM DRAIN BEACH OUTLET RECONSTRUCTION

SC8364

OF
IN THE SANTA BARBARA CITY
SANTA BARBARA COUNTY, CALIFORNIA



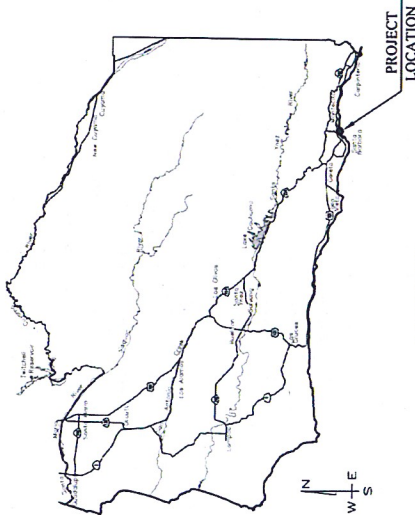
DISTRICT BOARD OF DIRECTORS

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

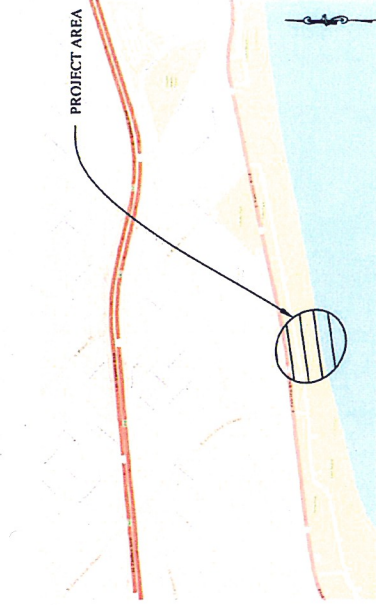
CHAIR, BOARD OF DIRECTORS _____
Original to be Signed
Gregg Hart

INDEX TO SHEETS

DESCRIPTION	SHEET NO.
TITLE SHEET	1
GENERAL INFORMATION	2
PLAN VIEW	3
DETAILS	4
DETAILS	5
DETAILS	6



VICINITY MAP
No Scale



SITE MAP
No Scale



811
SANTA BARBARA COUNTY
PUBLIC WORKS DEPARTMENT
300 WEST MAIN STREET
SANTA BARBARA, CA 93101
(805) 884-3440

NO.	REVISION	DATE	BY



DESIGNED BY: Gregory J. Hart
 DRAWN BY: Gregory J. Hart
 CHECKED BY: Gregory J. Hart
 PROJECT NO.: SC8364
 SHEET NO.: 1 OF 6

SANTA BARBARA COUNTY
FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
1001 W. SANTA BARBARA AVENUE
SANTA BARBARA, CA 93101
(805) 884-3440

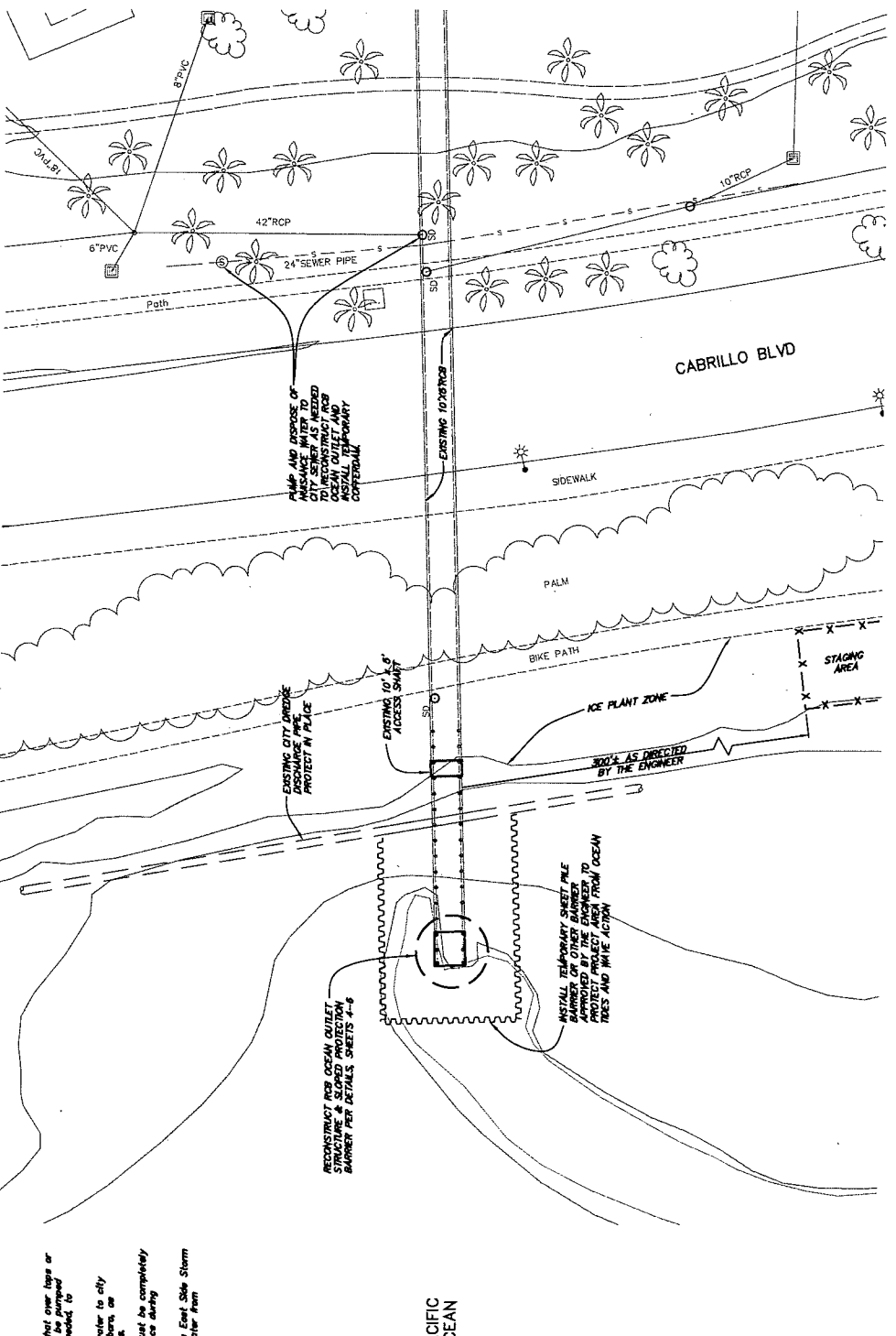


EAST SIDE STORM DRAIN
BEACH OUTLET
RECONSTRUCTION
AREA OF SANTA BARBARA
SANTA BARBARA COUNTY, CALIFORNIA

TITLE SHEET

ISSUED BY: MGS
 DRAWN BY: DR
 CHECKED BY: JSF

O-1099
SHEET 1 OF 6

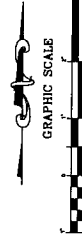


- GENERAL NOTES**
1. Non-contributed ocean water that over tops or flows over the temporary barrier, may be pumped directly back to the ocean outlet. If needed, to reconstruct RCB ocean outlet.
 2. Coordinate placement of substance piles to city sewer with the City of Santa Barbara, as described in the Special Provisions.
 3. Protect area and staging area must be completely secure with 6-foot chain link fence during non-working hours.
 4. Install temporary cofferdam within East Side Storm Drain RCB to prevent nuisance water from entering the job site.

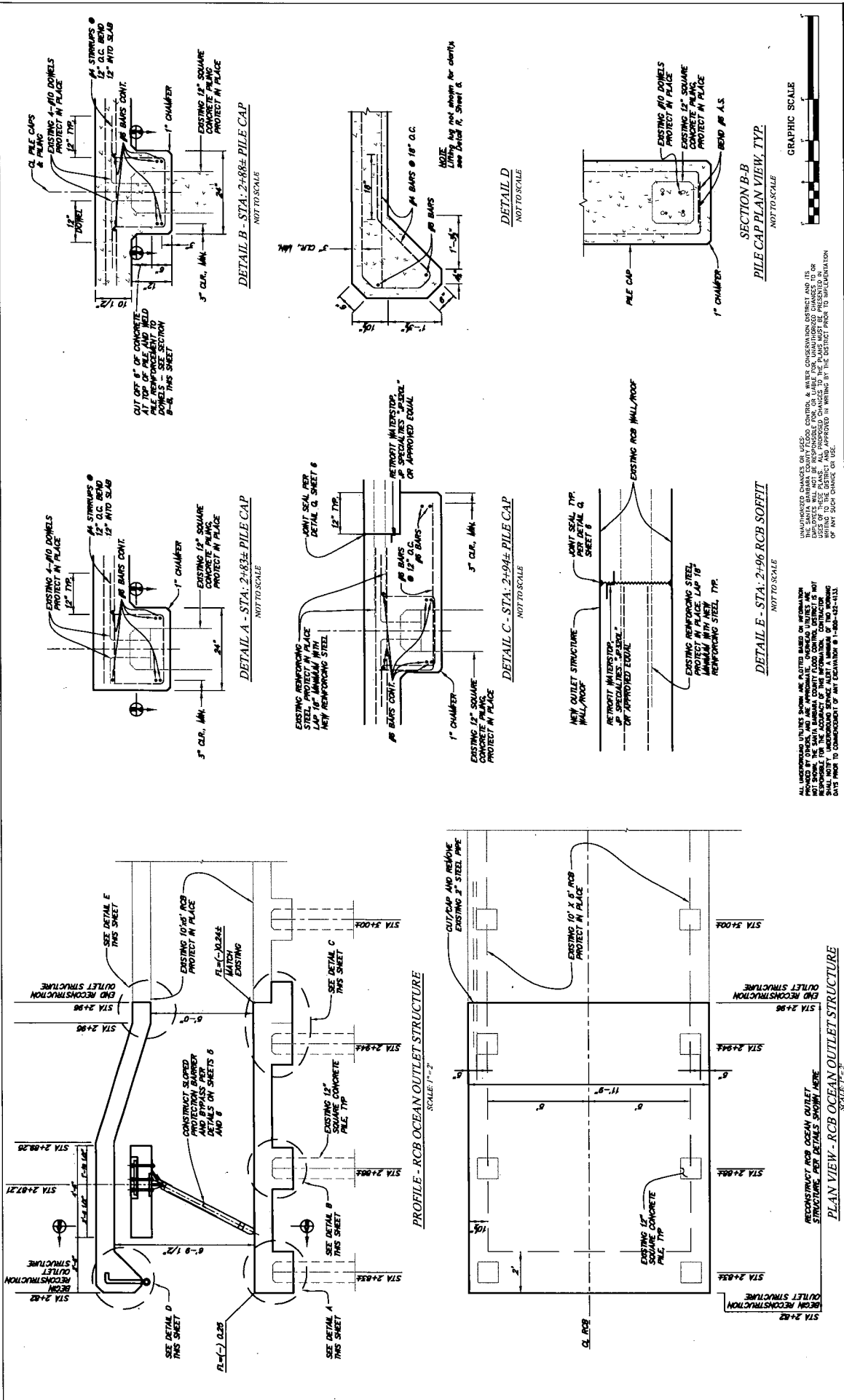
ALL UNDERGROUND UTILITIES SHOWN ARE LOCATED BASED ON INFORMATION PROVIDED BY OWNER. FIELD SURVEYING, OPENING UTILITIES ARE NOT SHOWN. THE SANTA BARBARA COUNTY PUBLIC WORKS DEPARTMENT HAS BEEN ADVISED OF THE LOCATION OF ALL UTILITIES. CONTRACTOR SHALL VERIFY UNDERGROUND SERVICES ALIAS A MINIMUM OF TWO WORKING DAYS PRIOR TO COMMENCEMENT OF ANY EXCAVATION AT 1-800-422-4133.

UNAPPROVED CHANGES ON LINES: CONTRACTOR'S & WATER CONSERVATION DISTRICT HAS THE RESPONSIBILITY TO VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAPPROVED CHANGES TO THE LINES OF THIS PLAN. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND SERVICES AND IS ADVISED IN WRITING BY THE DISTRICT PRIOR TO THE DISTRIBUTION OF ANY SUCH CHANGES FOR USE.

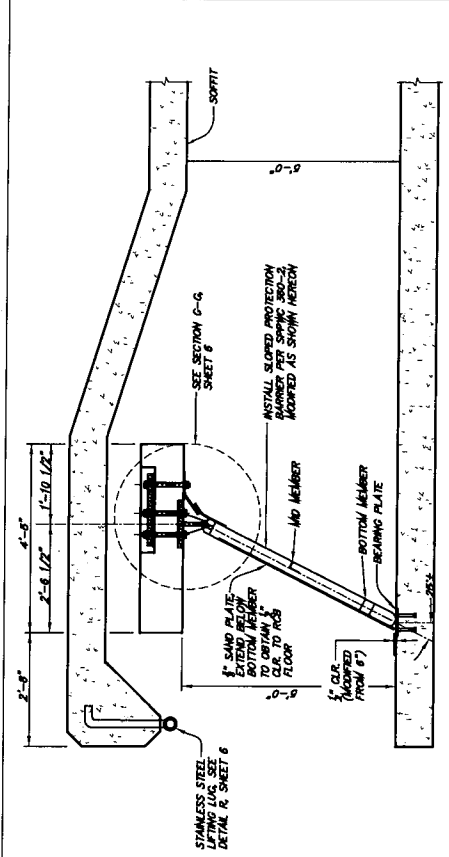
PLAN
SCALE: 1"=30'



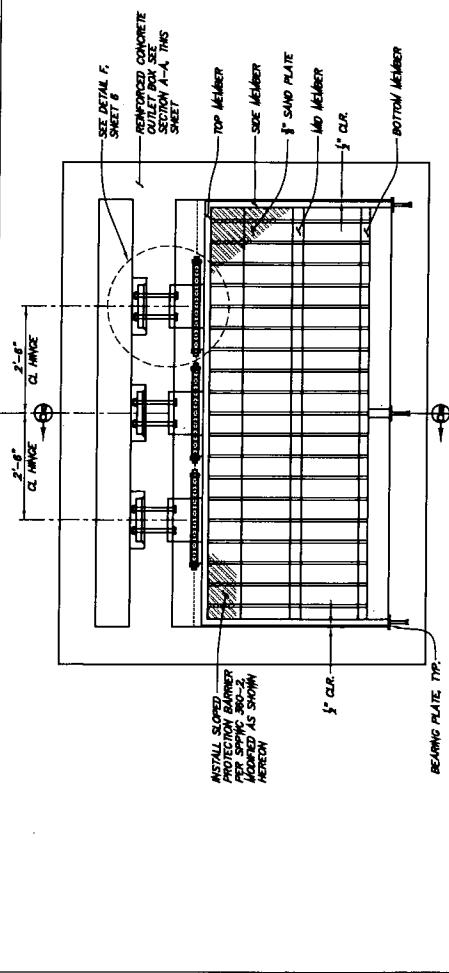
		0-1099 SHEET 3 OF 6 PROJECT: ESTD_000000_001003.dwg	
PREPARED BY: J.S.F.	CHECKED BY: J.S.F.	PLAN	
EAST SIDE STORM DRAIN BEACH OUTLET RECONSTRUCTION AREA OF SANTA BARBARA SANTA BARBARA COUNTY, CALIFORNIA			
SANTA BARBARA COUNTY WATER CONSERVATION DISTRICT 130 E. VICTORIA ST., SUITE 300 SANTA BARBARA, CA 93101 (805) 562-2440			
DATE:	DRAWN BY:	CHECKED BY:	DATE:



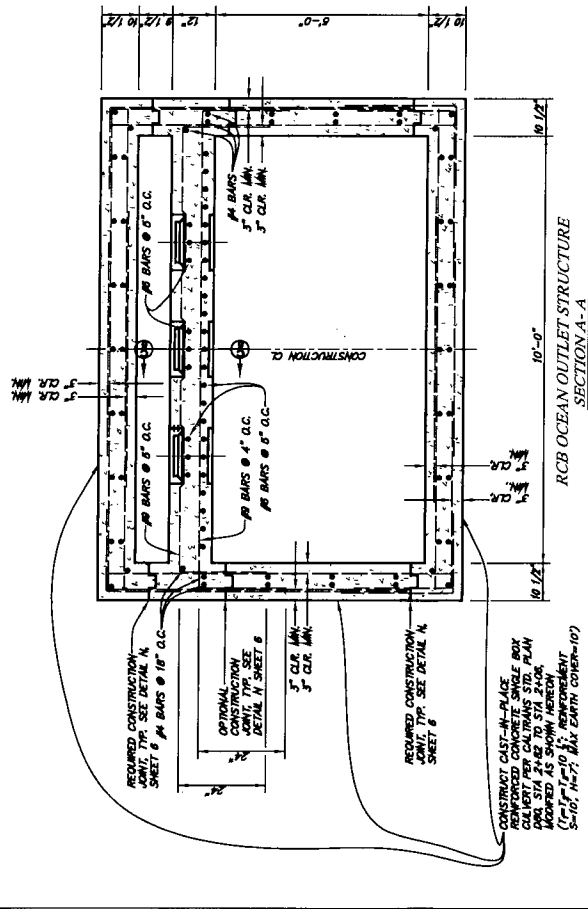
		PLAN VIEW - RCB OCEAN OUTLET STRUCTURE RECONSTRUCTION PER DETAILS SHOWN HERE DRAWN BY: [Name] / CHECKED BY: [Name] / DATE: 10/27/05	SHEET 4 OF 6 PROJECT: 0-1099	
			EAST SIDE STORM DRAIN BEACH OUTLET RECONSTRUCTION SANTA BARBARA COUNTY, CALIFORNIA	
			DETAILS	
ALL DIMENSIONS UNLESS SHOWN ARE PLATED BASED ON INFORMATION SUPPLIED BY THE CLIENT. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROJECT AND HAS FOUND NO DISCREPANCIES. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROJECT AND HAS FOUND NO DISCREPANCIES. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROJECT AND HAS FOUND NO DISCREPANCIES.		GRAPHIC SCALE		



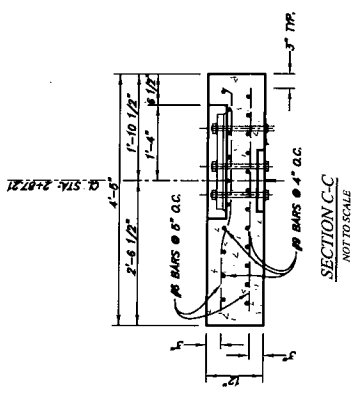
SECTION D-D - OUTLET BOX
SCALE 3/4" = 1'



ELEVATION VIEW - SLOPED PROTECTION BARRIER
SCALE 3/4" = 1'



RCB OCEAN OUTLET STRUCTURE
SECTION A-A
SCALE 3/4" = 1'

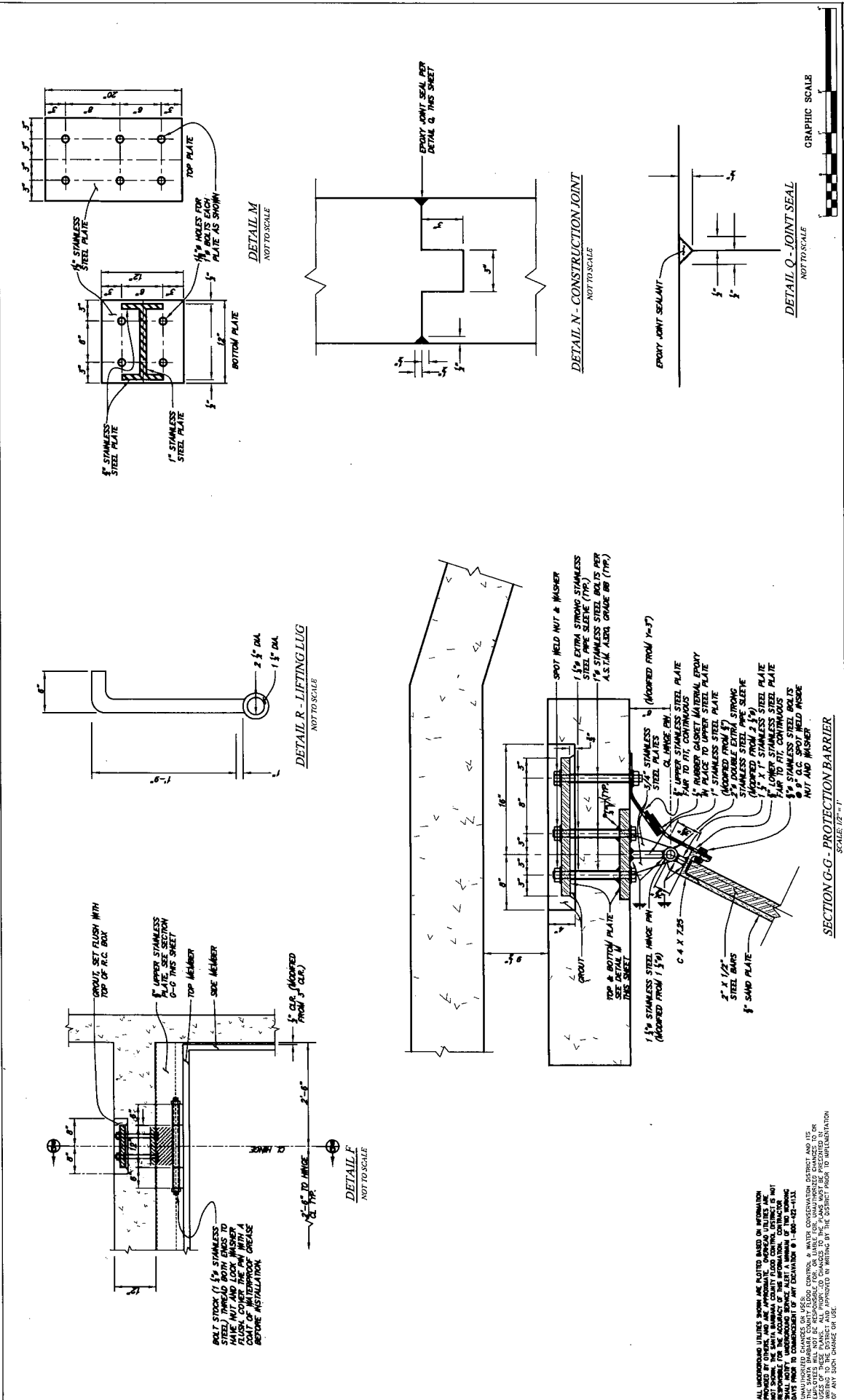


SECTION C-C
NOT TO SCALE

- SLOPED PROTECTION BARRIER NOTES**
- All slope protection barrier materials and hardware must be stainless steel alloy 316.
 - Apply epoxy coating as described in the Special Provisions to all sloped protection barrier members and hardware exposed surfaces.
- REINFORCED CONCRETE BOX CHAMBERT NOTES**
- All reinforcing steel must be epoxy coated.
 - Minimum concrete compressive strength is 3800 psi at 28 days.
 - Concrete must contain corrosion inhibiting Prohibitors as described in the Special Provisions.

UNAUTHORIZED CHANGES OR USES. THE DISTRICT ENGINEER, SANTA BARBARA COUNTY WATER CONSERVATION DISTRICT AND THE DISTRICT ENGINEER, SANTA BARBARA COUNTY WATER CONSERVATION DISTRICT ARE NOT RESPONSIBLE FOR THE ACCURACY OF THIS INFORMATION. CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THIS INFORMATION. CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THIS INFORMATION. CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THIS INFORMATION. CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THIS INFORMATION.

		SANTA BARBARA COUNTY WATER CONSERVATION DISTRICT 130 E. VICTORIA ST., SUITE 200 SANTA BARBARA, CA 93101 (805) 968-8940		DETAILS		O-1099 SHEET 5 OF 6 <small>Revised: 03/20/2010 09:14:49</small>									
EAST SIDE STORM DRAIN BEACH OUTLET RECONSTRUCTION AREA OF SANTA BARBARA SANTA BARBARA COUNTY, CALIFORNIA		DESIGNED BY: [Blank] DRAWN BY: [Blank] CHECKED BY: [Blank]		GRAPHIC SCALE 		REVISIONS <table border="1"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NO.	DESCRIPTION	DATE	BY				
NO.	DESCRIPTION	DATE	BY												



SECTION G-G - PROTECTION BARRIER
SCALE: 1/2" = 1'

DETAILS

EAST SIDE STORM DRAIN BEACH OUTLET RECONSTRUCTION
SANTA BARBARA COUNTY, CALIFORNIA

SANTA BARBARA COUNTY
FLOOD CONTROL AND WATER CONSERVATION DISTRICT
1301 VICTORIA BLVD., SUITE 300
SANTA BARBARA, CA 93101
(805) 568-3440

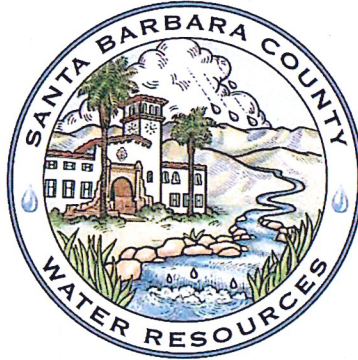
DESIGNED BY: *[Signature]*
DRAWN BY: *[Signature]*
CHECKED BY: *[Signature]*

O-1099
SHEET 6 OF 6
Revised: 02/26/2008 09:50:00 AM

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DESCRIPTION: *[Blank]*

ALL INFORMATION UTILITIES SHOWN ARE PLOTTED BASED ON INFORMATION PROVIDED BY UTILITIES AND ARE APPROXIMATE. GENERAL UTILITIES ARE NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION. CONTRACTOR SHALL VERIFY THE LOCATION OF UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR THE LOCATION OF UTILITIES UNLESS SHOWN OTHERWISE. CONTRACTOR SHALL VERIFY THE LOCATION OF UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR THE LOCATION OF UTILITIES UNLESS SHOWN OTHERWISE. CONTRACTOR SHALL VERIFY THE LOCATION OF UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR THE LOCATION OF UTILITIES UNLESS SHOWN OTHERWISE.

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



**NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS**

FOR

East Side Storm Drain Beach Outlet Reconstruction

UNDER:

Bid Book dated May 11, 2020

Standard Specifications dated 2018

COUNTY PROJECT NO. SC8364

PlanetBids

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

**BID OPENING TIME AND DATE:
2 PM on Thursday, June 11, 2020**

Electronic Advertising Contract

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

NOTICE TO BIDDERS AND SPECIAL PROVISIONS

East Side Storm Drain Beach Outlet Reconstruction COUNTY PROJECT NO. SC8364

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

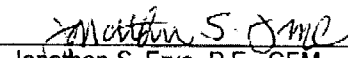

Matt Griffin, P.E.
REGISTERED CIVIL ENGINEER

5-11-2020
DATE

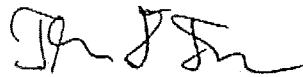



Yoganathan Thierumaran, P.E., CFM
PROJECT MANAGER

05/12/2020
DATE


Jonathan S. Frye, P.E., CFM
ENGINEERING MANAGER (APPROVAL RECOMMENDED)

5-12-2020
DATE


Scott D. McGolpin, P.E.
DIRECTOR OF PUBLIC WORKS (APPROVED)

5-12-2020
DATE

Original to be Signed
Gregg Hart
BOARD OF DIRECTORS, CHAIR (APPROVED)

DATE

NOTICE TO BIDDERS AND SPECIAL PROVISIONS

East Side Storm Drain Beach Outlet Reconstruction COUNTY PROJECT NO. SC8364

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



Matt Griffin, P.E.
REGISTERED CIVIL ENGINEER

5-11-2020
DATE






Yoganathan Thierumaran, P.E., CFM
PROJECT MANAGER

5/12/2020
DATE



Jonathan S. Frye, P.E., CFM
ENGINEERING MANAGER (APPROVAL RECOMMENDED)

5-12-2020
DATE



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

5-12-2020
DATE



Gregg Hart
BOARD OF DIRECTORS, CHAIR (APPROVED)

7-14-20
DATE

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NOTICE TO BIDDERS

Bids open at **2 PM on Thursday, June 11, 2020** for:

EAST SIDE STORM DRAIN BEACH OUTLET RECONSTRUCTION COUNTY PROJECT NO. SC8364

General project work description: The Project generally consists of providing water pollution control and nuisance water management; traffic control; temporary shoring; excavation; dewatering of groundwater; removal of existing outlet structure and protection barrier; construction of RCB outlet structure and protection barrier; protection of existing facilities and utilities.

Project location description: The WORK occurs in the City of Santa Barbara, within City Owned Property.

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

The County encourages the participation of DBEs as defined in 49 CFR 26. You are encouraged to employ craftsmen and other workers from the local labor market whenever possible to do so. Local labor market is defined as the labor market within the geographical confines of the County of Santa Barbara, State of California. Submit bids to the web address below. Bids will be opened and available at the web address below immediately following the submittal deadline.

PlanetBids

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

Complete the project work within **50 Workings Days**.

The estimated cost of the project is **\$447,000**

A non-mandatory pre-bid job walk is scheduled for **Thursday, June 4th at 10 AM**. Bidders interested in attending are to meet at the project site located at the south side of East Cabrillo Blvd, between S. Calle Cesar Chavez and Calle Puerto Vallarta, on the beach near the multi-use path. Social Distancing mandates will be observed.

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

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

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

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

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

Inquiries or questions based on alleged patent ambiguity of the plans, specifications, or estimate must be submitted as a bidder inquiry by 2 PM on the Friday 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 April 7, 2020.

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

COPY OF BID ITEM LIST

Item No.	F ¹	Item Code	Description	Unit	Quantity	Unit Price	Item Total
1		120090	Project Information Sign	EA	1	\$	\$
2		130100	Job Site Management	LS	1	\$	\$
3		130300	Prepare Storm Water Pollution Control Program	LS	1	\$	\$
4		130610A	Storm Drain Nuisance Water Management and Temporary Cofferdam	LS	1	\$	\$
5		153213	Remove Concrete (Structure)	LS	1	\$	\$
6		192001	Structure Excavation	LS	1	\$	\$
7		193013	Structure Backfill	LS	1	\$	\$
8		480600A	Temporary Shoring & Ocean Protection Barrier	LS	1	\$	\$
9	F	510050	Structural Concrete	CY	22	\$	\$
10	F	520101	Bar Reinforcing Steel (Epoxy Coated)	LS	1	\$	\$
11		750030A	Sloped Protection Barrier	LS	1	\$	\$
12		999990	Mobilization	LS	1	\$	\$
CONTRACTOR'S BID ITEMS SUBTOTAL							
13			Supplemental work (Pile Repair)	1	LS	\$10,000	\$10,000
14			Supplemental work (Additional Water Pollution Control)	1	LS	\$5,000	\$5,000
15			Supplemental work (Nuisance Water Management)	1	LS	\$10,000	\$10,000
SUPPLEMENTAL WORK BID ITEMS SUBTOTAL							
TOTAL BID							

¹ "F" denotes Final Pay Item
 NTB_Specials_ESSD Outlet
 County Project No. **SC8364**

FLOOD CONTROL DISTRICT PROVISIONS

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

MODIFICATIONS TO STANDARD SPECIFICATIONS

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to section 1-1.01:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Holiday: Holidays are shown in the following table:

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

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

Owner: Same meaning as Agency

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

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

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

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

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

2.1. Saturday, Sunday, and a holiday

Add to section 1-1.11:

Websites, Addresses, and Telephone Numbers

Reference or agency or department unit	Website	Address	Telephone number
Department of Industrial Relations Prevailing Wage Rates	https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html		
Caltrans, Office of Construction Contract Standards	http://ppmoe.dot.ca.gov/des/oe/construction-contract-standards.html		
County Bidders' Exchange	https://ebids.cosbpw.net/Contr/AdvProj.aspx		(805) 568-3440
County Municipal Code	https://www.municode.com/library/CA/Santa_Barbara_County		
Flood Control Construction Manager		RESIDENT ENGINEER Kelly Wheeler, Filippin Engineering	(805) 845-4602
Flood Control Project Manager		PROJECT MANAGER Yoganathan Thierumaran, SBCFCD	(805) 568-3458

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

Replace section 1-1.12 with:

1-1.12 MISCELLANY

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

2 BIDDING

Add to section 2-1.01:

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

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

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

Replace section 2-1.06A with:

2-1.06A General

The *Bid Book* includes bid forms and certifications.

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

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

Replace section 2-1.06B with:

2-1.06B Supplemental Project Information

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

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

Add to section 2-1.07:

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

Add to section 2-1.09:

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

Add to section 2-1.10:

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

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

Delete sections 2-1.15 to 2-1.27.

Replace section 2-1.33A with:

2-1.33A General

Complete the forms in the *Bid Book*.

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

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

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

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

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

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

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

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

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

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

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

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

^a Submit only if you choose the option.

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

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

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

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

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

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

^a Submit only if you choose the option.

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

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

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

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

Form	Submittal deadline
Bid to the Department	Time of bid except for the public works contractor registration number
Copy of the Bid to the Department as submitted at the time of bid with the public works contractor registration number	10 days after bid opening

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

^a Submit only if you choose the option.

Replace section 2-1.34 with:

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

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

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

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

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

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

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

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

Replace the first paragraph in section 2-1.50 with:

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

3 CONTRACT AWARD AND EXECUTION

Replace section 3-1.02B with:

The Department breaks a tied bid with a coin toss.

Replace section 3-1.04 with:

3-1.04 CONTRACT AWARD

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

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

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

If the District awards the contract, the award is made to the lowest responsible bidder within 65 days. If the lowest responsible bidder refuses or fails to execute the contract, the Director may award the contract to the second lowest responsible bidder. Such award, if made, will be made within 80 days after the opening of bids. If the second lowest responsible bidder refuses or fails to execute the contract, the Director may award the contract to

the third lowest responsible bidder. Such award, if made, will be made within 95 days after the opening of bids. The periods of time specified above within which the award of contract may be made shall be subject to a time extension as may be agreed upon in writing between the Department and the bidder concerned.

Replace section 3-1.05 with:

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

The successful bidder must furnish 2 bonds:0

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

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

The District furnishes the successful bidder with bond forms.

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

Delete section 3-1.08.

Delete section 3-1.11.

Replace section 3-1.18 with:

3-1.18 CONTRACT EXECUTION

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

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

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

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

Add to section 3-1.19 with:

3-1.19 BIDDERS SECURITIES

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

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

4 SCOPE OF WORK

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

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

Add to end of section 4-1.06B:

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

5 CONTROL OF WORK

Replace last paragraph of section 5-1.01 with:

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

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

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

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

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

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

If a discrepancy exists:

1. The governing ranking of Contract parts in descending order is:
 - 1.1 Permits 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 to list under the 4th paragraph of section 5-1.23A:

4. Federal Project Number, if any.

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

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

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

Upon completion of the project, you must deliver a reproducible print record of all of the approved construction changes to the Engineer along with a separate letter certifying that other than the noted changes on this record, the project was constructed in conformance with the Bid Documents. Failure to submit the final record drawing or certification 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) prior to use. Sample property-owner agreements are available on the Caltrans website.

Add to section 5-1.36A:

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

Replace section 5-1.43 with:

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

Add to section 5-1.46;

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

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

6 CONTROL OF MATERIALS

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

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

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

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

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

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

Add to section 6-2.03B:

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

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

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

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

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

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

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Replace section 7-1.02I(1) with:

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

Sec. 2-94. - Exceptions.

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

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

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

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

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

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

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

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

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

Sec. 2-95.5. - Exceptions.

Notwithstanding any other provisions in this article, any party contracting with the County of

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

Sec. 2-96. - Purchase orders.

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

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

Sec. 2-97. - Affirmative Action Officer.

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

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

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

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

Add to section 7-1.02K(1):

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

The Joint Labor Compliance Monitoring Program monitors labor compliance by conducting interviews with construction workers at the job site. You, and all subcontractors, must cooperate in allowing approved Compliance Group Representatives along with a County employee access to the project employees and work site for the purpose of conducting worker interview to ensure compliance with the requirement to pay prevailing wages

on County projects. This will be done in order to comply with the Board of Supervisors July 10, 2012 adoption of a Joint Labor Compliance Monitoring Program.

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

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

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

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

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

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

Submit certified payroll by mail to the Department.

Each submission must:

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

Add to section 7-1.02K(5):

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

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

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

Your Injury and Illness Prevention Program must include:

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 section 13, 17, and 19.

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

7-1.02P(3) Preservation of Monuments

Comply with Ordinance 1491, Sec. 28-49.

Delete last sentence of Section 7-1.03 paragraph 15

Delete last sentence of Section 7-1.04 paragraph 7

Add to section 7-1.05:

7-1.05 INDEMNIFICATION

7-1.05A General

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

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

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

7-1.05C Responsibility to Other Entities

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

Replace section 7-1.06 with:

7-1.06 INSURANCE

7-1.06A General

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

7-1.06B Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

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

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

7-1.06C Other Insurance Provisions

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

1. **Additional Insured** – County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by you or on your behalf including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to your insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, your insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's your insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
4. **Waiver of Subrogation Rights** –You agree to waive rights of subrogation which any of your insurer may acquire from you by virtue of the payment of any loss. You agree to obtain any endorsement that may be necessary to effect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the County for all work performed by you, your employees, agents and subcontractors. This provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the County. At County's option, either: cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, agents and volunteers; or provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** –You must furnish proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements must be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive your obligation to provide them. You must furnish

evidence of renewal of coverage throughout the term of the Agreement. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

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

7-1.06D Enforcement

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

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

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

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

7-1.06E Self-Insurance

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

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

8 PROSECUTION AND PROGRESS

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

The District will issue you a Notice to Proceed after the Contract has been awarded, and establish the first Contract Working Day with you. Your attention is directed to Section 10-1.03 of the Technical provisions, the first working day is anticipated to be September 8, 2020.

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

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

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

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

Add to section 8-1.06:

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

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

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

Add to section 8-1.10A:

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

Add to end of section 8-1.13:

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

9 PAYMENT

Add to section 9-1.16A:

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

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

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

Submit the following certification with each application for progress payment:

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

BY: _____ Date: _____

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

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

Add to first paragraph of section 9-1.16B:

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

Replace section 9-1.16F with:

9-1.16F Prompt Payment of Funds Withheld to Subcontractors

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

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

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

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

Add to section 9-1.17C:

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

Replace section 9-1.17D(3) with:

9-1.17D(3) Determination of Claims

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

The Contractor shall furnish reasonable documentation to support the claim.

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

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

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

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

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

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

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

Delete section 9-1.22.

DIVISION II GENERAL CONSTRUCTION

10 GENERAL

Add to section 10-1.04:

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

Add to section 10-6:

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

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

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

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

12 TEMPORARY TRAFFIC CONTROL

Replace section 12-1.04 with:

You must pay for all costs associated with flagging.

13 WATER POLLUTION CONTROL

Add to section 13-1.01A:

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

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

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

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

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

Revise the following definitions in section 13-1.01B:

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

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

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

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

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

14 ENVIRONMENTAL STEWARDSHIP

Add to Section 14-1.01:

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

15 EXISTING FACILITIES

Delete the last paragraph in Section 15-1.03B

TECHNICAL PROVISIONS

ORGANIZATION

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

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

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

DIVISION I GENERAL PROVISIONS

Add prior to section 1:

Bid Items and Applicable Sections

Item code	Item description	Applicable section
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2 BIDDING

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

The Department makes the following supplemental project information available:

Supplemental Project Information

Means	Description
Included in the <i>Information Handout</i>	Environmental Permits, Licenses, Agreements, and Certificates (PLACs): <ol style="list-style-type: none"> 1.) California Coastal Commission – Coastal Development Permit (Permit Application No.: 4-17-0779) 2.) U.S. Army Corps of Engineers Nationwide Permit (NWP) Verification (SPL-2019-00860-CLH) 3.) Central Coast Regional Water Quality Control Board – Water Quality Certification Number 34219WQ25
Included in the <i>Information Handout</i>	City of Santa Barbara Public Works Department Construction Permit (PBW2020-00854)
Included in the <i>Information Handout</i>	City of Santa Barbara Temporary Wastewater Discharge Permit Application and Wastewater Discharge Permit Standard Conditions
Included in the <i>Information Handout</i>	Project Information Sign layout
Included in the <i>Information Handout</i>	East Side Storm Drain Record Drawings (O-829 and O-932)
Included in the <i>Information Handout</i>	Standard Details and Plans

Replace section 2-1.04 with:

A non-mandatory pre-bid job walk is scheduled for **Thursday, June 11, 2020 at 10 AM**. Bidders interested in

attending are to meet at the south side of East Cabrillo Blvd, between S. Calle Cesar Chavez and Calle Puerto Vallarta, on the beach near the multi-use path. Social Distancing mandates will be observed.

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5 CONTROL OF WORK

Add section 5-1.01A:

5-1.01A WORKING HOURS

Working hours must only occur between 7:00 a.m. and 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, work under the following contracts may be in progress at or near the job site of this Contract:

Per City permit # PBW2020-00854, Contractor to protect the existing HDPE dredge pipe in place and coordinate any crossings with Waterfront/Dredge Contractor including necessary potholing, minor grading/padding, and/or crossing. Contact information for the dredge contractor is as follows: Gary Foster with Pacific Dredge, (805)331-2995, sgtgaryfoster@yahoo.com.

Contractor to submit on protection plan for City review and/or a staging plan that indicates access and construction without crossing or interfering with the dredge line.

Add to section 5-1.20B(1):

Comply with all Permits, Licenses, Agreements and Certificates (PLACs). Copies of PLACs are located in the Information Handout. PLACs applicable to this project are:

- 1.) California Coastal Commission – Coastal Development Permit (Permit Application No.: 4-17-0779)
- 2.) U.S. Army Corps of Engineers Nationwide Permit (NWP) Verification (SPL-2019-00860-CLH)
- 3.) Central Coast Regional Water Quality Control Board – Water Quality Certification Number 34219WQ25

A City of Santa Barbara Public Works Department Construction Permit has been issued for this project. A copy of Public Works Department Construction Permit is located in the Information Handout. You are responsible for complying with all owner and contractor permit conditions applicable to your work. Coordinate permit compliance with the Engineer.

You must apply for and obtain a City of Santa Barbara Wastewater Temporary Discharge Permit prior. You are responsible for all associated costs and complying with Section 13-12 and Santa Barbara Standard Conditions for compliance of the temporary discharge. Copies of the Temporary Wastewater Discharge Permit Application and City of Santa Barbara Wastewater Discharge Permit Standard Conditions are included in the Information Handout. Coordinate compliance with the Engineer.

Replace section 5-1.26 with:

5-1.26 CONSTRUCTION SURVEYS

5-1.26A General

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

The elevations shown on the plans are relative to the existing RCB structure. The Engineer will not provide any additional survey services for the project.

Submit proposed procedures, methods, and equipment to be used for review by the Engineer. Procedures to tie off existing grades on structures to be reconstructed to be approved prior to construction.

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

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

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

Remove all stakes when no longer needed.

5-1.26D Payment

The Contractor is responsible for all project construction surveying and for establishing line and grades to complete the work. Construction Survey is considered as included in the various contract items of work involved and no separate payment will be made.

Revise section 5-1.32 to read:

Occupy the City right of way only for purposes necessary to perform the work. Protect existing vegetation to the greatest extent feasible. Contractor's access to the project site shall be limited per the City permit; staging is allowed on the ice plant between the beachway (Bike Path) and sandy beach, and is required to be fenced during construction and restored to preconstruction conditions after. Trucks removing construction and demolition debris and bringing in supplies may travel via the beach and use the parking lot of 1118 E. Cabrillo Blvd. for transportation. Concrete trucks and pumps and other short term deliveries may temporarily park on the southside of Cabrillo Boulevard with No Parking signs appropriately posted in advance. Concrete pours to be scheduled in the mornings and off the street/beachway by 11 AM. No staging is allowed in the grassy areas. Restore occupied areas to a clean and orderly condition.

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

Add to section 5-1.36A:

Contractor is responsible for protection of existing piles to remain in place. Upon completion of structural removals, the Engineer will approve existing piles for replacement of the RCB outlet structure. You may be directed to perform additional pile repair. This only applies in the event that pile repair is ordered by the Engineer. This work is Supplemental Work and will be paid in accordance with section 9-1.04.

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7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add section 7-1.03A:

7-1.03A STANDARD NOTIFICATIONS

You must notify the Hilton Santa Barbara Beachfront Resort two weeks minimum prior to commencement of project activities to notify of your start and end dates and provide them with your contact information.

Contact Info: Chris Inman, General Manager
633 E Cabrillo Blvd
Santa Barbara, CA 93103
Telephone No.: (805) 564-4333

Add section 7-1.04:

You must provide temporary fencing between your operations and the public in accordance with the City permit and as noted in the plans (General Notes, Sheet 2) to completely secure the project area and staging area. Temporary fencing must comply with Section 80-1.02 and 80-3, Type CL (6').

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. Sloped Protection Barrier

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DIVISION II GENERAL CONSTRUCTION

Add prior to section 10:

Bid Items and Applicable Sections

Item code	Item description	Applicable section
120090	Project Information Sign	12
130100	Job Site Management	12
130300	Prepare Storm Water Pollution Control Program	13
130610A	Storm Drain Nuisance Water Management and Temporary Cofferd Dam	13
153213	Remove Concrete (Structure)	15

10 GENERAL

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

The Project Plans consist of 1 plans set, for **EAST SIDE STORM DRAIN BEACH OUTLET RECONSTRUCTION (6 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. **PROJECT INFORMATION SIGN**
Comply with section 12-3.11 of the Caltrans Standard Specifications and these special provisions. This work shall include all labor, equipment and material necessary to install, maintain, and remove Construction Area Signs.
2. **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 such as dewatering. Implement effective handling, storage, usage, and disposal practices to control material pollution and manage waste and non-stormwater at the job site before they enter the storm drain systems and receiving waters.

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

3. **PREPARE WATER POLLUTION CONTROL PROGRAM**

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

4. **STORM DRAIN NUISANCE WATER MANAGEMENT AND TEMPORARY COFFER DAM**

Comply with section 13-11 of the special provisions supplemented herein and all PLACs. The lump sum bid item price includes all labor, materials and equipment and incidentals for the installation, maintenance and removal of the storm drain nuisance water management and cofferdam system implemented and to ensure that no construction activities occur in flowing water.

The Contractor is responsible for all nuisance water management and must construct a temporary cofferdam within the storm drain to protect your work and to prevent existing nuisance water, and any additional nuisance water that may accumulate during construction, from discharging on to the beach or into the ocean. The Contractor is responsible for design and implementation of dewatering necessary to keep the construction and work areas dry. The Contractor must design, install, operate, and maintain an adequate system. The system must be of sufficient size and capacity to maintain a dry condition without delays to construction operations.

5. **REMOVE CONCRETE (STRUCTURE)**

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 existing reinforced concrete box outlet structure, existing sloped protection barrier, pile cap, bulkheads, cut-off walls, concrete footings, reinforcing steel, steel pipe, miscellaneous metal, and all other portion of the existing structures necessary to completed the new installation as shown on the plans from the project site to the limits as indicated on the plans.

6. **STRUCTURE EXCAVATION**

Comply with section 19 of the Caltrans Standard Specifications and these special provisions supplemented herein and all PLACs. The lump sum bid item price includes all labor, materials and equipment and incidentals necessary to do all of the work involved in excavation in order to complete the proposed work as shown on the plans.

7. **STRUCTURE BACKFILL**

Comply with section 19 of the Caltrans Standard Specifications and these special provisions supplemented herein and all PLACs. The lump sum bid item price includes all labor, materials and equipment and incidentals to perform all of the work involved to backfill after completion of the structure work and restore the project site to grade per preconstruction conditions.

8. **TEMPORARY SHORING AND OCEAN PROTECTION BARRIER**

Comply with Section 48 of the Caltrans Standard Specifications and these special provisions supplemented herein and all PLACs.

Payment for temporary shoring will be made at the contract unit lump sum price. The contract lump sum price paid for temporary shoring shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in temporary excavation support, complete in place as specified in these special provisions, and as directed by the Engineer.

The Contractor is responsible for designing and placing temporary shoring, temporary excavation, sloping, and fill removal as required throughout the entire project to maintain and construct the entire project.

9. **STRUCTURAL CONCRETE**

Comply with section 51-1.01 of the Caltrans Standard Specification and these special provisions. Payment for construction of structural concrete will be made at the contract unit price per cubic yard. Payment for structural concrete includes all labor, equipment and material necessary to construct reinforced Portland Cement Concrete work as listed, including forming, waterstops, joint seals, stripping, curing, vibrating, pumping, falsework, patching and sacking, admixtures, and other incidentals necessary for doing the work as indicated on the plans, and as directed by the Engineer and no additional compensation will be allowed therefore. This Item is designated as a final pay item.

10. BAR REINFORCING STEEL (EPOXY COATED)

Comply with Section 52 of the Caltrans Standard Specifications and these special provisions. This item includes reinforcement for the Structure Concrete. Payment includes all labor, equipment, and materials necessary to do all of the work involved in the bar reinforcing steel, and epoxy coating per Section 52-2 of the Caltrans Standard Specifications. This item is designated as a Lump Sum Item of work.

11. SLOPED PROTECTION BARRIER

Comply with section 75 of the Caltrans Standard Specifications and these special provisions supplemented herein and all PLACs. The contract unit price for the sloped protection barrier shall include full compensation for furnishing all labor, materials, equipment, tools, and incidentals for doing all the work involved in fabricating, coating, and installing the sloped protection barrier including supplying and installing all hardware, welding (Caltrans Standard Specification Section 11), touch up coatings, and anything necessary to provide the item complete and in place as shown on the plans, and as specified in these specifications and the special provisions and as directed by the Engineer. This item is designated as a lump sum item.

12. MOBILIZATION

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

Mobilization will be paid for as lump sum based on invoices for mobilization and startup costs in the first payment and then based on percentage of construction completed for Bid Items 1 through 11.

Replace Reserved in section 10-1.03 with:

No construction activity is allowed prior to September 8, 2020 or after November 15, 2020 unless approved by the Engineer. Prior to September 8th, nuisance water removal and temporary cofferdam construction may be accomplished with approval by the Engineer; Contractor to submit plan that does not include after work-hours encroachment into the public right-of-way.

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12 TEMPORARY TRAFFIC CONTROL

Add to section 12-1.01:

Traffic Control System includes the development of a Traffic Control Plan if required for Contractor operations and maintaining traffic in accordance with Section 12-4. It is the Contractor's responsibility to obtain City approval for all temporary traffic control necessary for the work including but not limited to no parking, temporary traffic control/flagging for beachway (Bike Path) traffic, or materials deliveries and concrete pumping.

Contractor to submit Staging Plan that designates ingress, egress, and proposed fencing and gates for Engineer and City approval prior to starting construction.

Add section 12-1.04A:

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 approval. "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 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.

Replace section 12-1.04 with:

Contractor is responsible for all temporary traffic control. Temporary Traffic Control must be considered as included in the various contract items of work and no separate payment will be made.

Add to section 12-3.11:

Fabricate and install a Project Information Sign as directed by the Engineer. The Project Information Sign must be 24" x 36" and must be post mounted. A copy of the Project Information Sign layout is located in the Information Handout and an electronic copy will be provided to you for fabrication.

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13 WATER POLLUTION CONTROL

Add section 13-1.03A(1):

13-1.03A(1) Drainage Control

The proposed project is located on the beach, immediately adjacent to the ocean and within the tidal influence zone, and at the outlet of a major storm drain that perennially conveys significant storm water flows as well as nuisance urban flows. You are fully responsible for continually accepting and discharging water from any source in a manner that causes no damage to existing or partially completed proposed improvements, in a manner that causes no ponded water to accumulate at low points, and in a manner which poses no potential hazard to persons or property and is conformance with all permits required for this project. You will not be allowed to divert stormwater to surface streets. You are also responsible for installing appropriate protections against the ocean. Damage to existing or partially completed proposed improvements caused by lack of drainage control or protection 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, ocean protection, and erosion control to the Engineer.

Add to section 13-4.03G:

13-4.03G Dewatering

Dewatering of the work site by the Contractor will be necessary for construction of the improvements proposed on this Project. Dewatering shall consist of removing seawater that enters the job site over, through, around or underneath your temporary ocean protection barrier and shoring system and lowering the groundwater table, a minimum of two feet below the trench bottom to permit excavation in dry conditions, minimize soil disturbance, prevent heaving of the trench bottom, and prevent seepage through the sidewalls of the trench.

Seawater that is uncontaminated by the work site may be discharged directly back to ocean. Within 21 days of the award of the contract, submit a dewatering and discharge shop drawing.

Add section 13-11:

13-11 Storm Drain Nuisance Water Management and Temporary Cofferdam

13-11.01 GENERAL

The existing East Side Storm Drain is anticipated to be partially full of nuisance water at the time of construction. You are responsible for nuisance water management and must construct a temporary cofferdam within the storm drain to protect your work and to prevent existing nuisance water, and any additional nuisance water that accumulates during construction, from discharging on to the beach or into the ocean.

The depth of nuisance water located within the storm drain should be anticipated to be up to 2 feet in depth. The District, utilizing its own forces, intends to breach the storm drain outlet during the week of August 31st, after which nuisance water will begin accumulating within the storm drain system. Nuisance water accumulation sources can include, but may not be limited to, upstream storm drain inlets, groundwater infiltration through storm drain system joints, and tidal water infiltration through the existing RCB outlet structure protection barrier. The volume of nuisance water in the storm drain can be determined from the East Side Storm Drain Record Drawings. Copies of the East Side Storm Drain Record Drawings are included in the Information Handout.

You may pump nuisance water from the storm drain and discharge it to the City sanitary sewer system to facilitate the construction of the temporary cofferdam, or as needed to prevent accumulating nuisance water from breaching the cofferdam. Apply for and obtain a City of Santa Barbara Wastewater Temporary Discharge Permit as described in Section 5-1.20B(1). The minimum maximum allowable discharge-pumping rate is 50 GPM, with higher maximum rates allowable with approval from the City of Santa Barbara. In addition to the lump sum payment for Storm Drain Nuisance Water Management and Temporary Cofferdam, the District will share the cost for the disposal of every 1000 gallons of discharged nuisance water to the City's sanitary sewer system by paying ½ of the City's invoiced cost, without markups and not including other permit fees, to you. This will be considered Supplemental Work, as described below.

You may be directed to perform additional Storm Drain Nuisance Water Management. This only applies in the event that additional Nuisance Water Management is ordered by the Engineer or nuisance water is disposed of in the City Sanitary sewer. This work is Supplemental Work and will be paid in accordance with section 9-1.04.

Temporary cofferdam locations are at your discretion. Access to within the storm drain at manhole and access shaft locations must comply with confined space entry regulations. Nuisance water located downstream of the cofferdam may be pumped to the upstream side of the cofferdam. Within 21 days of the award of the contract, you must submit to the Engineer for review and approval a shop drawing which details your storm drain nuisance water management and temporary cofferdam plan. Remove temporary cofferdam at the conclusion of construction, with the approval of the Engineer.

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14 ENVIRONMENTAL STEWARDSHIP

Add to Section 14-1.01:

The District will provide a biologist for this project as needed to comply with Section 5-1.20B(1). You

must coordinate and accommodate the work of the biologist. The District biologist is Andrew Raaf, (805) 568-3445.

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15 EXISTING FACILITIES

Replace the 1st paragraph of section 15-1.03B with:

Remove existing RCB ocean outlet structure and existing sloped protection barrier entirely to the limits necessary to reconstruct. Existing removals must be removed from the site and disposed of offsite.

All removed material belongs to the contractor and must be legally disposed of off-site.

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DIVISION III EARTHWORK AND LANDSCAPE

Add prior to section 17:

Bid Items and Applicable Sections

Item code	Item description	Applicable section
192001	Structure Excavation	19
193013	Structure Backfill	19

19 EARTHWORK

Add to Section 19-1.01A:

Structure Excavation and Backfill must comply with the requirements of Section 19-3.

Add to Section 19-1.03A:

Structure Excavation includes all excavation and movement of materials onsite necessary to perform the required work from outside of the existing structure to be removed to the Contractor's temporary shoring system and/or sloping/grading. All material movement required to perform the work is included in this lump sum item and no additional payment will be made.

Add to Section 19-3.02A:

Structure Backfill includes the establishment of subgrade for the proposed RCB and all replacement and movement of materials onsite necessary to restore the beach area and project site to original conditions.

Replace Section 19-3.02C with:

Structure backfill must be free of organic or other unsatisfactory material. Contractor may use excavated beach sand onsite for structure backfill, provided they remove organic and unsatisfactory materials. Material 12" below the proposed box invert, and 24" outside of the walls of the RCB box must be compacted to a relative compaction of at least 90 percent. Placement of Structure Backfill should comply with Section 19-3.03E.

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DIVISION VI STRUCTURES

Add prior to section 45:

Bid Items and Applicable Sections

Item code	Item description	Applicable section
480600A	Temporary Shoring & Ocean Protection Barrier	
510050	Structural Concrete	
520101	Bar Reinforcing Steel (Epoxy Coated)	

48 TEMPORARY STRUCTURES

Add to Section 48-3.01A:

Temporary Shoring and Ocean Protection Barrier must consist of performing all operations necessary to provide temporary shoring for worker protection, preservation of existing infrastructure called out on the plans to be protected, and the satisfactory construction of the proposed structures.

Temporary Shoring and Ocean Protection Barrier must include, but not to be limited to, the installation of temporary sheet piles needed to construct the proposed improvements without causing any adverse impact or encroachment onto the adjacent ice plant zone, dredging pipeline, bike path, or structures to remain, or as necessary for protection from the ocean, water diversion, or control of groundwater and to protect persons, property, trees and improvements.

Contractor must assume all responsibility for the stability and adequacy of Temporary Shoring and Ocean Protection Barrier erected by Contractor and all costs and damages resulting from any failure thereof.

The Contractor must perform a pre-construction survey of photos and videos to document the condition of the project site and adjacent areas prior to mobilizing for temporary shoring installation. The Contractor is responsible for all damages and/or repairs caused by the installation of the temporary sheet piles at no additional cost to Santa Barbara County.

The temporary sheet pile design engineer shall be licensed to practice professional civil or structural engineering in the State of California sign and seal the temporary sheet pile drawings.

The Contractor's Registered Engineer must prepare the detailed design of the Temporary Shoring and Ocean Protection Barrier including all necessary calculations, structural design and bracing details for the resistance of all lateral loads; and he must sign the detailed drawings and submit them to the Owner for approval.

The Contractor must remove Temporary Shoring and Ocean Protection Barrier and all other temporary construction after completion of permanent construction. Removal of Temporary Shoring and Ocean Protection Barrier must be complete, including all sheet piling, struts, braces, and other structural members.

The Contractor 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 shall be submitted to the Engineer. All excavations must be completed and maintained in a safe and stable condition throughout the entire construction phase in order to protect persons, property, trees and improvements. Structure and trench excavations shall 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 the responsibility of the Contractor in constructing and maintaining a safe and stable excavation. The Contractor must submit an Excavation Safety Plan for excavations of 5 feet or more in depth for approval.

Any temporary fill or grading performed to accomplish the Temporary Shoring and Ocean Protection Barrier must be removed or replaced at the conclusion of the project. Temporary fill and grading will neither be measured nor paid for.

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51 CONCRETE STRUCTURES

Add to table in Section 51-1.02B:

Use	Cementitious Material Content (lb/cu yd)
All Reinforced Structures	675 - 800

The concrete for reinforced structures must contain the following admixtures and dosages: BASF MasterLife SF 100, or approved equal, at 10% of the mass of the cement content, and BASF MasterLife CI 30, or approved equal, at an inhibitor application rate recommended by the product manufacturer for marine tidal zone concrete structures and a 50 year design life. In no event shall the inhibitor application rate be less than 2.5 gal/CY without written authorization from the engineer. The minimum required compressive strength is 3600 psi at 28 days.

Add to Section 51-1.04:

Structural Concrete is a final pay item. No adjustment in the price will be allowed for any increase or decrease in the quantity unless a change in the Scope of Work is initiated and approved by the Engineer.

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52 REINFORCEMENT

Add to Section 52-1:

All reinforcement provided to be epoxy coated per Section 52-2.

Replace Sections 52-2.02D and 52-2.03D:

Bar Reinforcing Steel (Epoxy Coated) is a lump sum item and includes all labor, materials, equipment, and incidentals necessary to fabricate, delivery, coat, and install the reinforcement complete and in place, and no additional payment will be made.

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DIVISION VIII MISCELLANEOUS CONSTRUCTION

Add prior to section 72:

Bid Items and Applicable Sections

Item code	Item description	Applicable section
750030A	Sloped Protection Barrier	75

75 MISCELLANEOUS METAL

Add to Section 75-1.01C:

The Contractor shall submit shop drawings for the Sloped Protection Barrier to the District for review and approval prior to commencement of fabrication. The Contractor shall submit welder qualifications per Section 75-1.01D(2) to the District for verification. You must submit your Sloped Protection Barrier shop drawing within 21 days of the award of the contract.

Add to Section 75-1.02A:

All plates, nuts, bolts, washers, lifting lug, pipe, sleeves, bars, members, and other miscellaneous hardware or metal for the sloped protection barrier is to be grade 316L stainless steel unless otherwise specifically noted on the plans.

All exposed surfaces of metal components (other than nuts, bolts, and washers) shall be prepared, painted, and treated per the following:

- Properly prepare stainless steel surface per manufacturer recommendations. At a minimum, the preparation of stainless steel surfaces must consist of washing and blast cleaning to SSPC SP-16 guidelines.
- Apply one coat of Amerlock 880 (Sigmashield 880), or approved equal, per manufacturer recommendations, minimum dry film thickness of 20 mils each coat. Paint color must be black, Malaga green, or gray.
- Paint must be shop applied unless approved otherwise by the Engineer.

Replace Section 75-1.04D with:

Sloped Protection Barrier is a lump sum item and includes all labor, materials, equipment, and incidentals necessary to fabricate, prepare, coat, deliver, and install all plates, nuts, bolts, washers, lifting lug, pipe, sleeves, bars, members, sloped protection barrier, and other miscellaneous hardware necessary for the miscellaneous metals shown on the plans complete and in place, and no additional payment will be made.

STANDARD DETAILS AND PLANS LIST

<u>Description</u>	<u>Standard Number</u>
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STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

The Standard Plan sheets (2012 Edition) applicable to this contract include, but are not limited to those indicated below.

Sloped Protection Barrier	360-2
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STATE DEPARTMENT OF TRANSPORTATION

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

Abbreviations	A3A – A3C
Symbols	A10A - A10E
Cast-In-Place Reinforced Concrete Single Box Culvert	D80
Cast-In-Place Reinforced Concrete Box Culvert Miscellaneous Details	D82

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the **Santa Barbara County Flood Control & Water Conservation District**, a political subdivision of the State of California (hereafter COUNTY) and **Filippin Engineering** with an address at 354-D South Fairview Avenue, Goleta, CA 93117 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Maran Thierumaran at phone number (805) 568-3458 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Kelly Wheeler at phone number (805) 845-4602 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:	Mr. Thomas D. Fayram, Santa Barbara County Flood Control & Water Conservation District, 130 E. Victoria Street, Suite 200, Santa Barbara, CA 93101
To CONTRACTOR:	Mr. Gino P. Filippin, Filippin Engineering, 354-D South Fairview Avenue, Goleta, CA 93117

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on **July 14, 2020** and end performance upon completion, but no later than **December 31, 2021** unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing

shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under

this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at

any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the

term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. REGISTRATION

COUNTY hereby notifies CONTRACTOR that no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code § 1771.1(a)]; no contractor or subcontractor may be awarded a contract for public work on a public works unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5; and this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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Agreement for Services of Independent Contractor between the **Santa Barbara County Flood Control & Water Conservation District** and **Filippin Engineering**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Ex Officio Clerk of Board of Directors
of the Santa Barbara County Flood
Control and Water Conservation District

**SANTA BARBARA COUNTY FLOOD
CONTROL & WATER CONSERVATION
DISTRICT:**

By: _____
Deputy Clerk

By: _____
Gregg Hart, Chair, Board of Directors

Date: _____

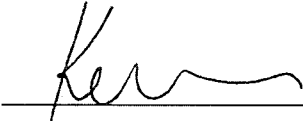
RECOMMENDED FOR APPROVAL:

Santa Barbara County Flood Control
& Water Conservation District

CONTRACTOR:

Filippin Engineering

By: 
Scott D. McGolpin
Public Works Director


By: 
Authorized Representative

Name: Kelly Wheeler

Title: Vice President


APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: 
Brian Pettit (Jun 24, 2020 10:16 PDT)
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: 
Deputy

APPROVED AS TO FORM:

Ray Aromatorio, ARM, AIC
Risk Manager

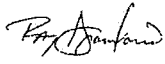
By: 
Risk Management

EXHIBIT A

STATEMENT OF WORK



May 28, 2020

Santa Barbara County Flood Control & Water Conservation District
130 E. Victoria Street #200
Santa Barbara, CA 93101
Attn: Mr. Matt Griffin, P.E.

**SUBJECT: PROPOSAL FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR
East Side Storm Drain Outlet Reconstruction Project**

Dear Mr. Griffin:

Thank you for the opportunity to submit our proposal to perform construction management and construction observation services for the East Side Storm Drain Outlet Reconstruction Project for the Santa Barbara County Flood Control and Water Conservation District (Flood Control). Filippin Engineering (FE) has performed these services on similar projects, including multiple projects with Santa Barbara County Flood Control and Water Conservation District (Flood Control).

UNDERSTANDING OF THE PROJECT

FE's understanding of the project is based upon our conversations with Flood Control Staff and Special Provisions and Plans. Our staffing, approach, and proposed services are based on our understanding of these documents and conversations. We also anticipate the time frame for this project will start immediately after Labor Day in early September (possibly some nuisance water work prior), with a 50 working day duration.

PROJECT STAFFING

Kelly Wheeler, P.E., Principal Construction Manager: Ms. Wheeler is a registered civil engineer with over 20 years of design and construction experience. She has been the Resident Engineer on the joint City-County Mason Street Bridge, Lower Mission Creek Reach 1A-2, and Lower Mission Creek Reach 2A Projects. In the past she has been the Resident Engineer on a number of Flood Control projects including Lower Mission Creek Reach 1A-1, Lower Mission Creek Reach 2B, Lower Mission Creek Reach 1B, Montecito Creek Fish Passage, and North Avenue Storm Drain - West Phase Projects. She will be available to the FE Team and County Project Manager for any construction management and on-call tasks required.

Because of the nature of the part-time assignment, we have not yet assigned an inspector to the project, but are providing biographies of the inspectors that potentially will be working on the project. Please note that we will work closely with the Flood Control project manager to select appropriate staffing as project schedules come together, and are confident that all of our staff has the experience, knowledge, and skill set to perform well on this project.



Fernando Perez, Assistant Construction Manager: Mr. Perez has over 22 years of experience in the construction industry, and has performed construction management and inspection tasks on a variety of public works projects, specializing in transportation and utility relocation projects including road widenings, pavement maintenance, water and sewer pipelines, structures, drainage, retaining walls, and bridges within Caltrans right-of-way. He has experience as both a hands-on contractor and a construction inspector representing public agencies which are both instrumental in the support he provides to the Resident Engineer and Structures Representative. Fernando's most recent two projects were construction management and inspection for the City of Santa Barbara De La Guerra Bridge Project, which consisted of CIDH piles and cast in place abutments, soldier pile retaining walls, precast girders, and a cast-in-place deck, in a very tight downtown corridor, and construction inspection for the City of Goleta on their new Hollister and Kellogg Park Project which is a \$5 million project, partially federally funded (with an ATP funded crosswalk and signal, and includes grading, paving, utilities, structures (walls, footings, and a restroom facility), hardscape, and landscape. Fernando excels at claims avoidance as his attention to detail provides the RE with ample notice before project issues occur.

Dustin Snider, Senior Construction Inspector: Mr. Snider has 15 years of experience in Construction, Special Inspection, and Materials Testing in a variety of project settings. Dustin is knowledgeable in all areas of public project construction including underground utilities, roadway and bridge construction, paving and resurfacing, reinforced concrete and masonry, grading, backfill and earth work. He has been formally trained and certified in a variety of Deputy Inspection and Special Inspection roles, and currently holds certificates as an ICC Reinforced Concrete/Structural Masonry inspector, ACI Concrete Testing Technician, and Caltrans Testing Methods. Dustin's vast project experience includes inspection of pipeline projects, structural concrete, geotechnical anchors, large grading operations, soldier pile walls, sub drain installations, drilled pier foundations, roadway, and bridge construction. His depth of experience, excellent verbal and written communication, QA/QC implementation, and strong interpretation of project plans and specifications make Dustin an effective and integral addition to the FE team.

Tyler Beets, Senior Construction Inspector: Mr. Beets has over 10 years of direct experience including water and sewer pipelines, underground utilities, drainage, structures, roads, and pavement maintenance. Previously employed with Allen Construction, Tyler served as the operations and production manager, project manager and estimator during his tenure. Tyler's depth of hands-on experience and breadth of knowledge through a range of projects and roles has developed an exceptional skill set in a Construction Inspector and Manager. Tyler is currently performing construction inspection on the City of Carpinteria 2020 Pavement Rehabilitation Project.

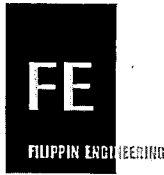
Full resumes for our staff are available upon request.

PROJECT APPROACH

Pre-Construction Services:

We propose the following tasks may be required to be performed prior to the construction phase:

- Attend pre-bid job walk



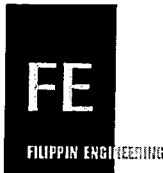
- **Pre-Construction Conference** – Coordinate and chair the Pre-construction Conference. Schedule meeting and provide notices to project participants prior to the start of any field activities. Prepare and distribute minutes of the conference.
- **Document Control** – Establish document control procedures and Construction Management procedures to ensure organized, complete, and effective construction management and documentation at the onset and throughout the project duration.

Construction Phase Services:

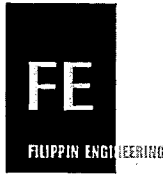
Based on the size and scale of this project, we anticipate that we should provide an average of part-time construction inspector (4 hours/day) and a part-time construction manager (2 hours/day) on the project. We believe that all necessary coordination, site observation, construction documentation, and other tasks necessary to administer a successful construction project can be accomplished within this amount of time. This approach will be largely dependent upon the Contractor chosen to perform the work, and FE will closely coordinate with the County throughout the project to continually evaluate the level of effort required for a successfully administered project. As the Contractor is selected, we will also work with County staff to determine if the same staff member can perform the CM and inspection on the assignment, or if the part-time for each role is more appropriate.

During the construction phase of the project, our team will perform construction management and observation including the following services, in addition to those requested by Flood Control staff. The list of services below is provided as typical services we provide during construction of similar projects:

- **On-Site Management & Construction Phase Communication** - Establish and implement coordination and communication procedures among Flood Control, other permitting agencies, property owners, Filippin Engineering, and Contractors.
- **Construction Administration Procedures** – On all projects administered by Filippin Engineering, we use the Caltrans Local Assistance Procedures Manual as a basis for construction document control, modifying as necessary for any agency or funding-specific requirements. We will utilize the Construction Management procedures for reviewing and processing request for clarifications and interpretations of the Contract Documents; shop drawings, samples and other submittals; contract schedule adjustments; change order proposals; written proposals for substitutions; payment applications; and the maintenance of logs. As Flood Control's representative at the construction site Filippin Engineering shall be the party to whom all such information shall be submitted.
- **Review of Requests for Information, Shop Drawings, & Other Submittals** - Review the Contractors' requests for information, shop drawings, samples and other submittals to determine the anticipated effect on compliance with the Project requirements, the Project and Construction Budget, and the Baseline Schedule. Forward to the County as appropriate for review of the request for clarification or interpretation, shop drawing, sample, or other submittals, along with Filippin Engineering's comments. Filippin Engineering comments shall not relate to design considerations, but rather to matters of constructability, cost, sequencing, scheduling, and time of construction. Return all information received from the County in a timely manner to the Contractor.



- **Change Order Management** - The FE Team approach in managing change orders involves the Construction Manager/Inspector constantly communicating with the Contractor to ensure that project issues are surfaced and addressed in a timely manner. If an issue does arise where the Contractor feels it is out of the contract requirements, the Construction Manager/Inspector will assess the concern promptly and coordinate with the Contractor and County Project Manager to evaluate the Notice of Potential Claim (NOPC). The FE Construction Manager will assist the County Project Manager through the formal processing of any NOPCs on the project. The FE Team approach is to continually work to resolve any project claims prior to completion of the contract in an effort to avoid arbitration or litigation at the end of the project.
- **Claims Assistance** - The FE Team will strive to resolve all NOPCs in a timely manner and avoid the claims resolution process. However, in the event that the FE Team and the Contractor cannot agree to resolve a potential claim, the FE Team will assist the County in resolving that claim. This task will include researching the project records to obtain any pertinent information and analyzing and summarizing the facts in a claim summary report that includes a recommended course of action for the County. If, after review of the claim summary report, the County and the Contractor still cannot come to a settlement, the FE Team will assist the County in developing a strategy that could involve resolving the claim by way of negotiation, a dispute resolution board, arbitration, or litigation on a time and materials basis.
- **Jobsite Progress Meetings** – Conduct weekly progress meetings to review progress and quality, notify the attendees of any contractor deficiencies, determine availability of labor, material, and equipment for upcoming work, coordinate utility outages and site disruptions, and address coordination matters. Additional special meetings may be required to address special issues and conditions and to address special coordination conditions. FE will chair these meetings, conduct each meeting according to published agenda, and have minutes prepared and promptly distributed. Minutes will detail action items, the discussions that ensued, and announce the time and date of the next meeting.
- **Contractor's Construction Schedule** - Filippin Engineering shall review each Contractor's Construction Schedule and shall verify that the schedule is prepared in accordance with the requirements of the Contract Documents and that it establishes completion dates that comply with the requirements of the approved Baseline Schedule. In addition, we will track conformance with the project schedule, requiring submission of a make-up schedule if necessary to keep the project on track for completion within the time deadlines.
- **Progress Payments** - Filippin Engineering shall review the payment applications submitted by each Contractor and determine whether the amount requested reflects the progress of the Contractor's work. Filippin Engineering shall make appropriate adjustments to each payment application and shall prepare and forward to Flood Control a Progress Payment Report. The Report shall state the total contract price, payments to date, current payment requested, retainage and actual amounts owed for the current period.
- **Photographs** - Provide photographic documentation of project site prior to, during, and after construction.
- **Reports** - Prepare weekly statements of working days, daily observation reports, and weekly status reports. Prepare any other reports related to field services requested by County staff.



- **Field Observation** - Provide full-time detailed field observation services to verify compliance and conformance with the contract documents. Daily construction reports will be completed.
- **Traffic Control and Public Safety** – Coordinate with County of Santa Barbara for review of traffic control and public safety plans. Monitor throughout construction for compliance with the approved plans and safety laws and regulations. Review all detour, lane closures, temporary access, signing, delineation and traffic control. Report deficiencies to Contractor.
- **Public Relations** – Perform public relations and outreach as necessary to the surrounding community. We are sensitive to the need to be good neighbors, being proactive, responsive, and informative.
- **Coordination** – Perform coordination between the Flood Control, permitting agencies, property owners, materials testing laboratory, and other stakeholders or agencies as necessary throughout the project.
- **Labor Compliance** – The Office Engineer will perform labor compliance checks as recommended by the Caltrans Construction Manual and the Caltrans Local Assistance Procedures Manual, including labor compliance interviews for the prime contractor and subcontractors, review of certified payrolls, and notifications of any observed labor non-compliances so that sanctions can be imposed per County (and/or Caltrans, per standard specifications as applicable) policy.
- **Materials Testing** – we have based materials testing services on approximately 3 sets of cylinders and compaction testing for the outlet structure and running a curve on the sand. We will work with the County and Contractor to ensure sufficient testing based on actual field conditions.

Close-out Services:

We anticipate the need for the following services during the construction close-out phase:

- **Reports** - Prepare reports that may be required during the final acceptance and project closeout.
- **Final Inspection and Punch list** - Provide final inspection and prepare list of project construction deficiencies for resolution by Contractor.
- **Construction Approval/Acceptance** - Make recommendations to Flood Control regarding final project approval and acceptance.
- **Final Payment** - Make recommendations regarding Contractor's final progress payment request. Prepare final progress payment report for submission to the Flood Control.
- **Project Closeout** - Prepare documentation needed for project closeout. Deliver all project documentation to Flood Control.

We look forward to working with you on this project. If you have any questions or would like to discuss our qualifications further, please don't hesitate to call me at (805) 448-5619.

Thank you,

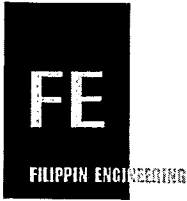
Kelly R. Wheeler, P.E.

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$63,981**.
- B. Extra Work required to complete the project may be authorized only if CONTRACTOR receives written approval by the COUNTY's designated representative as identified in Paragraph 1 of the Agreement at the same rate per unit as defined in **Attachment B1**. The total amount of this contingency fund is 10% of the agreement amount or **\$6,398.10**.
- C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- D. **Monthly**, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- F. CONTRACTOR shall comply with the California Labor Code, including but not limited to the payment of prevailing wage when required. The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are on file at the office of the Santa Barbara County Flood Control & Water Conservation District, 130 E. Victoria Street, Suite 200, Santa Barbara, CA 93101. Copies of these general prevailing wage rates shall be made available to any interested party on request. Changes, if any to the general prevailing wage rates will be available at the same location. The prevailing wage rates are also available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/dlsr/pwd>.



ATTACHMENT B1

May 28, 2020

Santa Barbara County Flood Control & Water Conservation District
130 E. Victoria Street #200
Santa Barbara, CA 93101
Attn: Mr. Matt Griffin, P.E.

SUBJECT: PROPOSED FEE FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR East Side Storm Drain Outlet Reconstruction Project

Dear Mr. Griffin:

Thank you for the opportunity to submit our proposal to perform construction management and construction observation services for the East Side Storm Drain Outlet Reconstruction Project for the Santa Barbara County Flood Control and Water Conservation District (Flood Control). Project understanding, staffing, and approach are detailed in our separate proposal document, and our proposed fee and method of payment is included below.

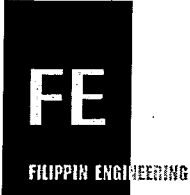
PROPOSED FEE AND METHOD OF PAYMENT

We have estimated the cost of our services based on our understanding at this time of the scope and complexity of the work. However, because our services will be performed on a time and materials to a maximum basis, it is possible that our actual charges could exceed the amount we have estimated. Likewise, if actual construction time is less, our costs will also be less. During the performance of our services, the need for additional or expanded services will be monitored and communicated to the County by the Project Manager.

We have estimated our Construction Phase services based on the following:

- Based conversations with Flood Control staff, we estimate that the project will be completed in 50 working days, or 10 weeks.
- One part time inspector (average of 4 hours/day) for the duration of the project. FE complies with all prevailing wage requirements for this assignment for inspector time.
- A part-time construction manager for the project, estimated at 2 hours/day average for the duration of the project.
- We have not budgeted additional fees for working extended hours, holidays, or weekends. Should extended hours be required, overtime rates (1.3 times the normal billing rate) will apply.

Our proposed services will be performed on a time and materials not to exceed basis and will be billed monthly at the rates shown in the table below. Charges for "time" include professional, technical and clerical support services provided by Filippin Engineering. "Materials" include all reimbursable expenses, such as photocopies, FAX transmissions, postage, shipping/delivery, mileage, plots, prints, maps/documents and outside consultant fees.



Based on our understanding of your requirements and our experience with similar projects, we estimate that the fee required for our services will be approximately **\$63,981**. The following tables illustrates the breakdown of our fee per task and phase.

	Site Preparation	Construction	Post-Construction	Subtotal	Total
	Days	Days	Days		
Pre-Construction Phase	8	8	0		\$2,736
Construction Phase	100	200	20	\$5,775	\$56,775
Post-Construction Phase	10	10	10		\$4,470
TOTAL	118	218	30		\$63,981

We look forward to working with you on this project. If you have any questions or would like to discuss our qualifications further, please don't hesitate to call me at (805) 448-5619.

Thank you,

Kelly R. Wheeler, P.E.



FILIPPIN ENGINEERING, INC.
BILLING RATES EFFECTIVE JANUARY 1, 2020

Engineering

Engineering Technician	\$ 100.00
Senior Engineering Technician	\$ 110.00
Junior Engineer	\$ 145.00
Assistant Engineer	\$ 155.00
Associate Engineer	\$ 165.00
Senior Engineer	\$ 180.00
Principal Engineer	\$ 195.00

General

Technical/Clerical Support	\$ 95.00
Office Engineer	\$ 105.00
Senior Program Manager	\$ 185.00

Construction Management

Assistant Construction Manager	\$ 155.00
Associate Construction Manager	\$ 165.00
Senior Construction Manager	\$ 175.00
Principal Construction Manager	\$ 195.00
Senior Construction Inspector (PW)	\$ 147.00
Chief Inspector/Owner's Rep (PW)	\$ 150.00
(PW) Prevailing Wage	

Sub-Consultant	Cost + 5%
Reimbursable Expenses	Cost + 5%
Outside Consultant	Cost + 5%

Note 1: Reimbursable expenses include postage, shipping, outside plot and copy reproduction costs.

Note 2: On prevailing wage assignments, overtime rates for construction inspection = 1.3 X regular rate. Double time rates = 1.5 X regular rates. Overtime will not be performed unless authorized in writing by the client. Overtime is incurred as defined on the prevailing wage determination for construction inspector.

Note 3: Billing Rates subject to change for multiple year contracts in conjunction with labor increases, which will be calculated at an increase of 3% beginning on August 1 of each year.

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY 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 reasonable attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall 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 that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. Minimum Scope 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), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 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. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to 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 or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or 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, the CONTRACTOR's insurance coverage except Professional Liability and Workers' Compensation Insurance 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 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** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but 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. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
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** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to 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 the CONTRACTOR's obligation to provide them. The CONTRACTOR shall 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** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

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 the contract of 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, the CONTRACTOR 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 special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees 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.

