

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ROMERO CREEK DEBRIS BASIN IMPROVEMENTS PROJECT

SC8373

IN THE MONTECITO AREA OF SANTA BARBARA COUNTY, CALIFORNIA

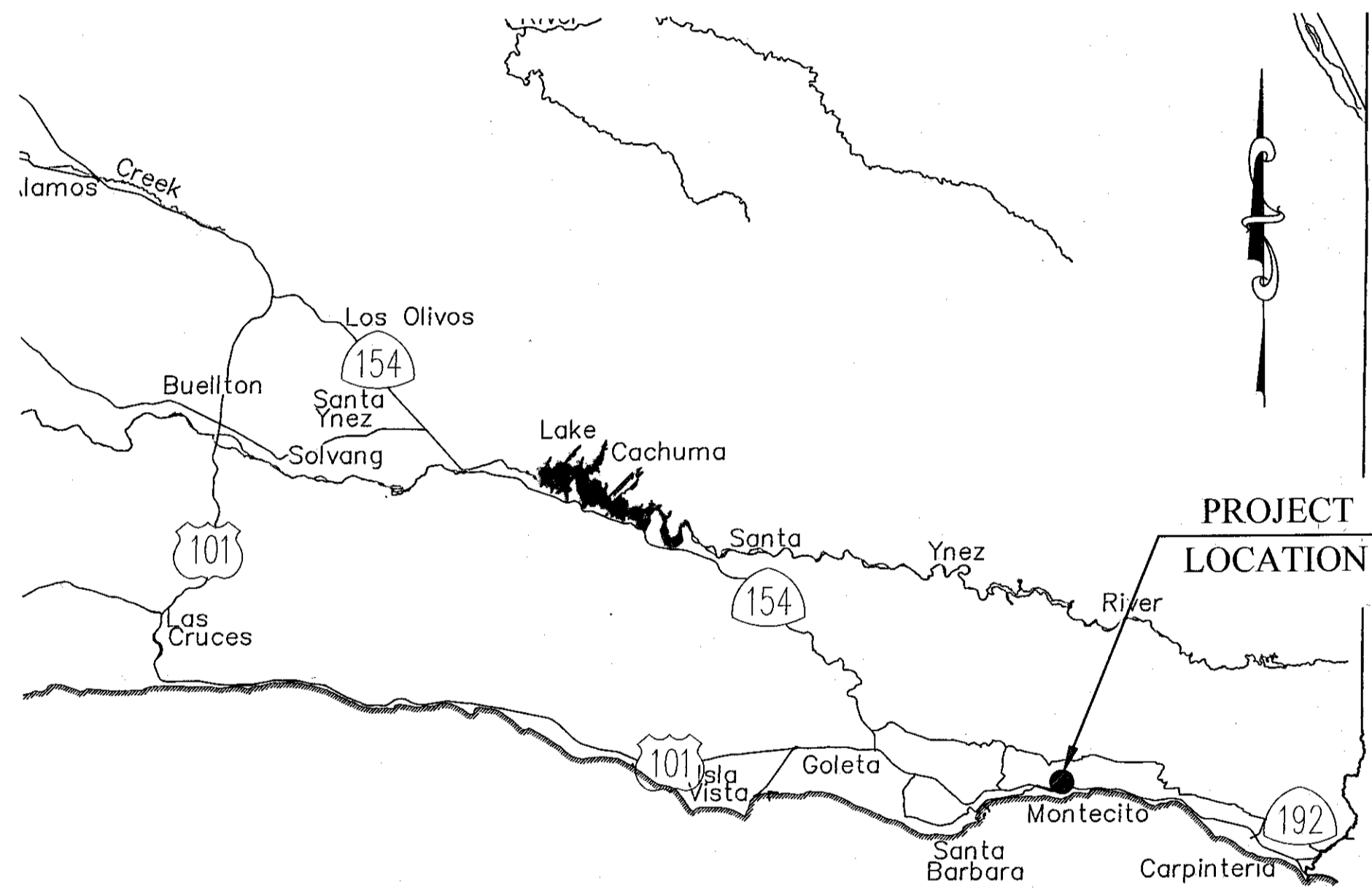
DISTRICT BOARD OF DIRECTORS

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

CHAIR BOARD OF DIRECTORS Original to be signed
Joan Hartmann

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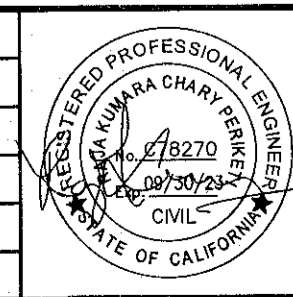
VICINITY MAP
SCALE: No Scale



UNAUTHORIZED CHANGES OR USES:
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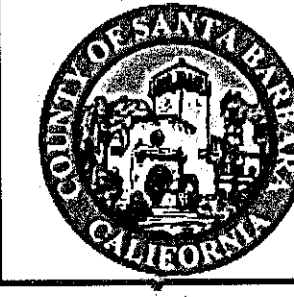
REVISIONS			
NO.	DESCRIPTION	DATE	APR
0	READY FOR CONSTRUCTION	01/13/22	RP



DESIGNED BY: *[Signature]* 01/13/22
DATE
 REVIEWED BY: *[Signature]* 1-18-2022
DATE
 FLOOD CONTROL ENGINEERING MANAGER
 REVIEWED BY: *[Signature]* 1-18-2022
DATE
 FLOOD CONTROL DEPUTY DIRECTOR

REVIEWED BY: *[Signature]* Original to be signed
DATE
 MAINTENANCE SUPERINTENDENT
 REVIEWED BY: *[Signature]* 1-18-22
DATE
 ENVIRONMENTAL SERVICES MANAGER

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



ROMERO CREEK DEBRIS
BASIN IMPROVEMENTS PROJECT
AREA OF MONTECITO
SANTA BARBARA COUNTY, CALIFORNIA

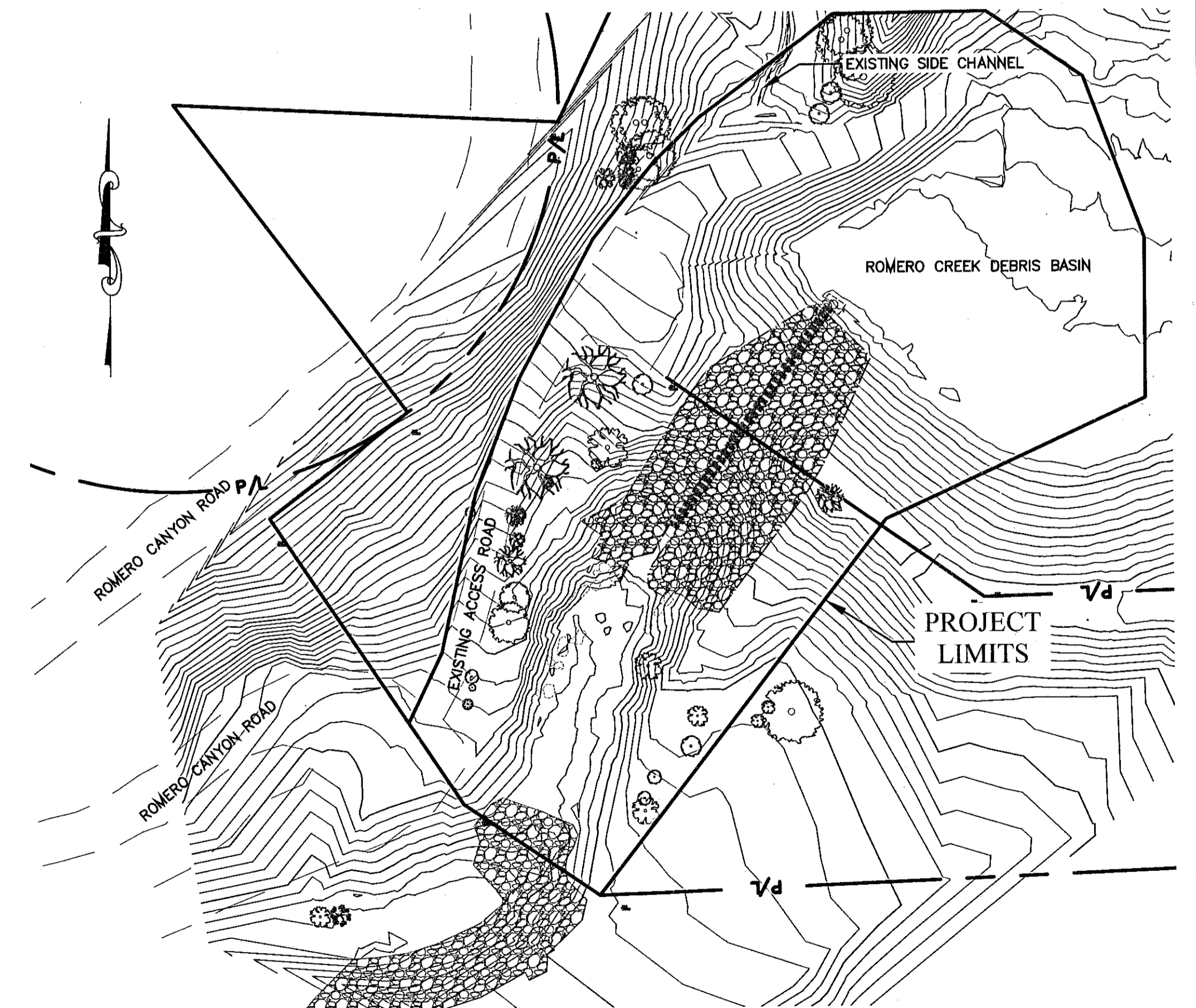
TITLE SHEET

DESIGNED BY:
AY
 DRAWN BY:
MD
 CHECKED BY:
HBL

O-1155

SHEET 1 OF 23

Filename: ROMERO Base.dwg



EXISTING CONDITION
SCALE: No Scale

SYMBOL LEGEND

CONTROL POINT		EX. ROCK		EX. TREE	
EX. CABLE TV BOX		EX. SEWER CLEANOUT		EX. TREE - EUCALYPTUS	
EX. CABLE TV VAULT		EX. SEWER MANHOLE		EX. TREE - LEMON	
EX. ELECTRIC BOX		EX. SIGNAGE		EX. TREE - PALM	
EX. ELECTRIC GUY WIRE		EX. STORM DRAIN GRATE		EX. TREE - PINE	
EX. ELECTRIC MANHOLE		EX. STORM DRAIN MANHOLE		EX. TREE - STUMP	
EX. ELECTRIC METER		EX. STRUCTURE BENCH		EX. TREE - SYCAMORE	
EX. FIRE HYDRANT		EX. STRUCTURE BOLLARD/POST		EX. TREE - WILLOW	
EX. GAS METER		EX. TELEPHONE BOX		EX. TREE - YUCCA	
EX. GAS VALVE		EX. TELEPHONE MANHOLE		EX. WATER METER	
EX. IRRIGATION SPRINKLER		EX. TELEPHONE POLE		EX. WATER SPIGOT	
EX. LUMINARY		EX. TELEPHONE VAULT		EX. WATER VALVE	
EX. MAILBOX		EX. BUSH/HEDGE		EX. WATER WELL	
EX. MONUMENT		EX. CACTUS			
EX. POWER & TELEPHONE POLE		EX. SHRUB			

LINETYPE LEGEND

BOUNDARY EASEMENT LINE			GROUTED ROCK SLOPE PROTECTION
BOUNDARY RIGHT OF WAY LINE			EXISTING GROUTED RIPRAP
BOUNDARY PROPERTY LINE			ROCK RAMP ESM
CENTERLINE			CONCRETE ACCESS ROAD
CONTOUR LINE-MAJOR			CLASS IV ROCK SLOPE PROTECTION
CONTOUR LINE-MINOR			
EX. BARBED WIRE FENCE			
EX. BRUSH			
EX. CHAINLINK FENCE			
EX. DRAINAGE			
EX. STORM DRAIN			
GRADING LIMITS			

EXISTING UTILITY INFORMATION

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

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

STANDARD DETAILS AND PLANS LIST

STANDARD NO.	DESCRIPTION
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STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD PLANS (2018)
The Standard Plan sheets applicable to this contract include, but are not limited to those indicated below. The Revised Standard Plans (RSP) and New Standard Plans (NSP) which apply are attached to the contract.

A62B LIMITS OF PAYMENT FOR EXCAVATION AND BACKFILL BRIDGE SURCHARGE AND WALL

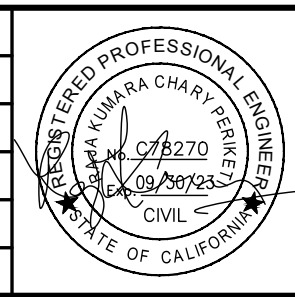
ABBREVIATIONS

APN	ASSESSORS PARCEL NUMBER	OG	ORIGINAL GRADE
APWA	AMERICAN PUBLIC WORKS ASSOC.	R, RT	RIGHT
BW	BOTH WAYS	RCP	REINFORCED CONCRETE PIPE
CFS	CUBIC FEET PER SECOND	REINF	REINFORCEMENT
CL or C/L	CENTER LINE	RW OR RETWALL	RETAINING WALL
CLR	CLEAR	S	SEWER OR SLOPE OR SOUTH
CALTRANS	STATE OF CALIFORNIA	SDMH	STORM DRAIN MANHOLE
COUNTY	COUNTY OF SANTA BARBARA	STA	STATION
CP	CONTROL POINT	T.R.	THREADED ROD
E	EAST OR EASTING	TW or tw	TOP OF WALL
EG	EXISTING GROUND ELEVATION	TCE	TEMPORARY CONSTRUCTION EASEMENT
EL	ELEVATION	T&B	TOP AND BOTTOM
ESM	ENGINEERED STREAMBED MATERIAL	TBM	TEMPORARY BENCH MARK
FG	FINISHED GRADE	TYP	TYPICAL
FT	FEET	WF	WALL FACE
G	GAS LINE		
GB	GRADE BREAK		
HDPE	HIGH DENSITY POLYETHYLENE		
IN	INCH		
L, LT	LEFT		
LOL	LAYOUT LINE		
MAX	MAXIMUM		
MJ	MECHANICAL JOINT		
MIN	MINIMUM		
MON	MONUMENT		
N	NORTH OR NORTHING		



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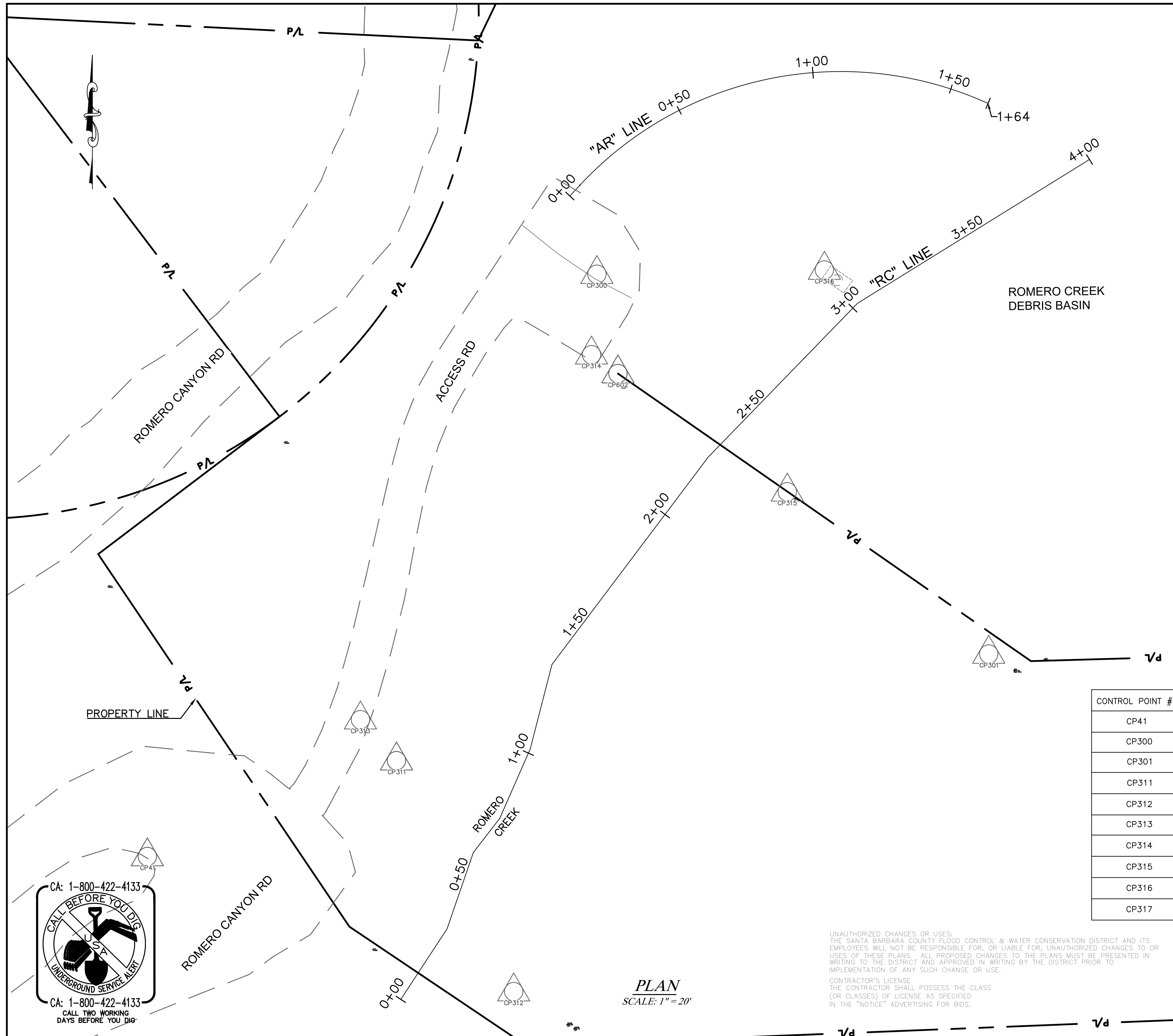
GENERAL INFORMATION

DESIGNED BY:	AY	O-1155
DRAWN BY:	MD	
CHECKED BY:	HBL	
SHEET 2 OF 23		Filename: ROMERO Base.dwg

HORIZONTAL AND VERTICAL CONTROL

SURVEY NOTES

1. THE HORIZONTAL DATUM FOR THIS SURVEY IS THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT [NAD83(2011)], EPOCH DATE OF 2017.50.
2. THE PROJECTION USED IS THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 5 PROJECTION.
3. THIS SURVEY IS TIED TO 2 2018 MONTECITO HIGH PRECISION GEODETIC CONTROL NETWORK POINTS ON THE RECORD OF SURVEY FOUND IN BOOK 212 ON PAGES 48-52 IN THE OFFICE OF THE RECORDER OF SANTA BARBARA CALIFORNIA, THOSE STATIONS ARE THE POINTS DESIGNATED "STATION #43(S.Y.R)"; HAVING A PUBLISHED POSITION OF: NORTHING 1988769.215', EASTING 6071432.588'; AND " STATION #14(PARK)", HAVING A PUBLISHED POSITION OF: NORTHING 1988295.682', EASTING 6073640.996'. THE RESULTING BEARING FROM "STATION #43" TO "STATION #14" BEING: N 77° 53' 53" W. THE BEARINGS SHOWN HEREON ARE REFERENCED TO CCS83, ZONE 5 GRID NORTH.
4. ALL MEASUREMENTS LISTED, SHOWN AND REPRESENTED HEREON ARE BASED ON GRID DISTANCES OF THE CALIFORNIA COORDINATE SYSTEM OF 1983 ZONE 5 PROJECTION. THE COMBINED SCALE FACTOR FOR THE PROJECT IS 0.99992186 THIS SCALE FACTOR WAS CALCULATED USING AN ELEVATION OF 414.676' FEET FOR STATION #43. DIVIDE THE DISTANCES HEREON BY THE COMBINED SCALE FACTOR TO OBTAIN GROUND DISTANCES. ALL DISTANCES SHOWN ARE U.S. SURVEY FEET
5. THE CONVERGENCE ANGLE IS: -0°55'36.89" AT STATION #43.
6. THE ORTHOMETRIC HEIGHTS (ELEVATIONS) ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). THIS SURVEY TIED TO THE POINT DESIGNATED AS STATION #43 ON THE RECORD OF SURVEY FOUND IN BOOK 212 ON PAGES 48-52 IN THE OFFICE OF THE RECORDER OF SANTA BARBARA CALIFORNIA, HAVING A PUBLISHED ELEVATION OF 414.676'.
7. THE CONTOUR INTERVAL IS 2 FOOT.
8. UNDERGROUND UTILITY LOCATIONS ARE PLOTTED BASED ON ABOVE GROUND PAINT MARKS BY OTHERS, ABOVE GROUND SURFACE STRUCTURES. ACTUAL LOCATION MAY DIFFER. ADDITIONAL UNDERGROUND UTILITY LINES MAY BE PRESENT. FOR INFORMATION REGARDING UTILITY LOCATION, SIZE, DEPTH, CONDITION, AND CAPACITY CONTACT UTILITY OR MUNICIPAL/PUBLIC SERVICE FACILITY.
9. UNDERGROUND PIPE SIZES ARE BASED ON VISUAL OBSERVATIONS MADE FROM THE SURFACE AND ARE APPROXIMATE.
10. EASEMENTS AFFECTING THE PROPERTY SHOWN HEREON MAY EXIST. NO TITLE INFORMATION WAS PROVIDED. NO ATTEMPT HAS BEEN MADE TO PLOT EASEMENTS



CONTROL POINT TABLE

CONTROL POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION	RECORD
CP41	1988453.31	6081588.34	579.49	FOUND 3" ALUM CAP "MCN" CONTROL NETWORK	RS 212 \ 48-52
CP300				DESTROYED	WALLACE TOPO 2019-11-6
CP301	1988525.75	6081889.29	620.88	SET 5/8" REBAR WALLACE GROUP	WALLACE TOPO 2019-11-6
CP311	1988487.59	6081677.45	588.47	SET COTTON SPINDLE	WALLACE TOPO 2019-11-6
CP312	1988404.98	6081719.38	578.30	SET SPIKE AND CHASER	SBCO TOPO 2019-11-14
CP313	1988502.25	6081664.55	590.20	SET X IN CONCRETE	SBCO TOPO 2020-01-06
CP314	1988632.82	6081747.21	624.24	SET MAG NAIL & SHINER IN CONCRETE	SBCO TOPO 2020-01-06
CP315	1988583.79	6081817.23	621.45	FOUND MAG NAIL IN LEAD PLUG	SBCO TOPO 2020-01-06
CP316	1988663.12	6081830.51	598.95	SET X IN CONCRETE BOX TOP	SBCO TOPO 2020-01-06
CP317	1988626.10	6081756.65	622.19	FOUND LEAD PLUG	SBCO TOPO 2020-01-06



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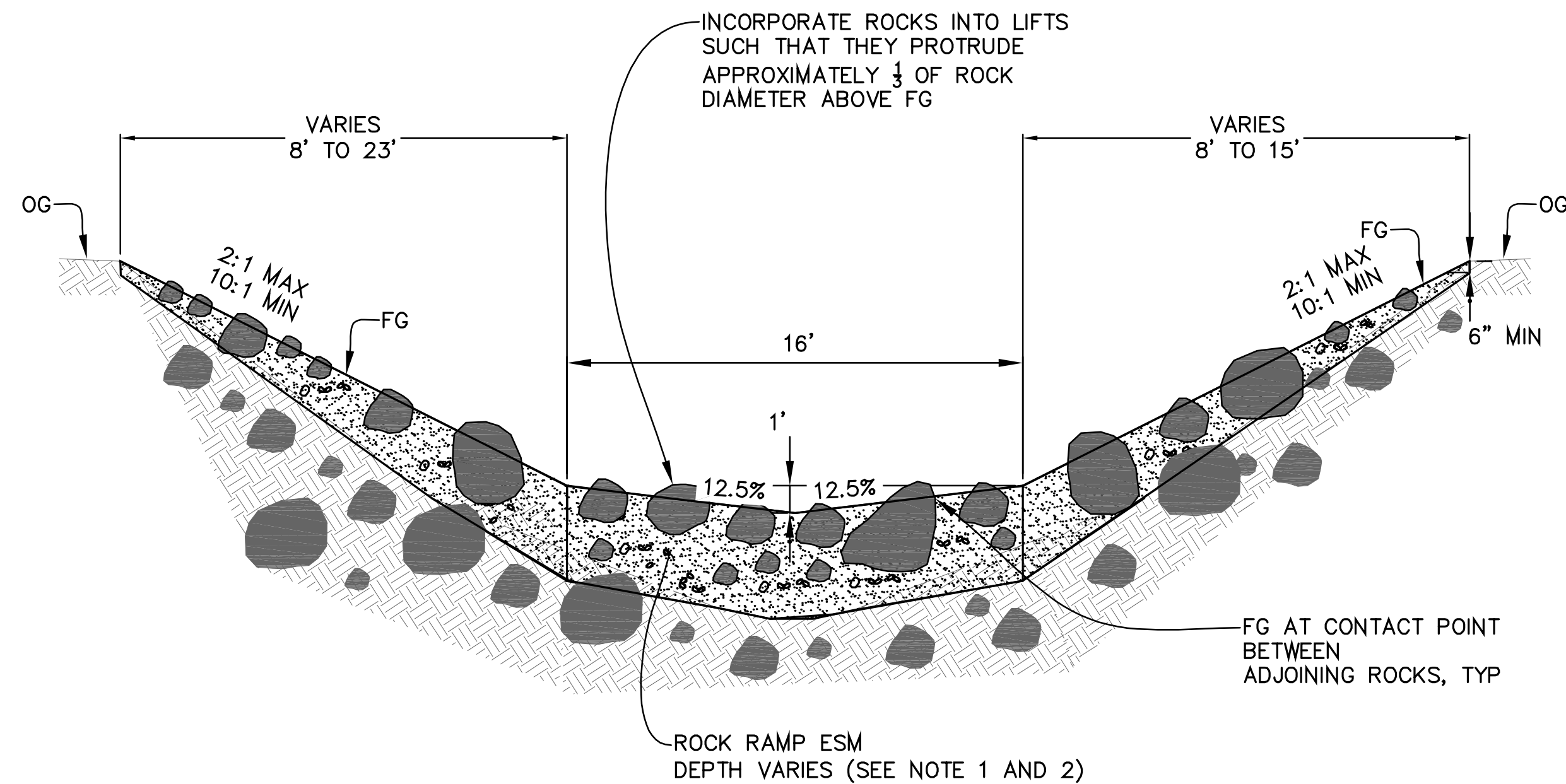
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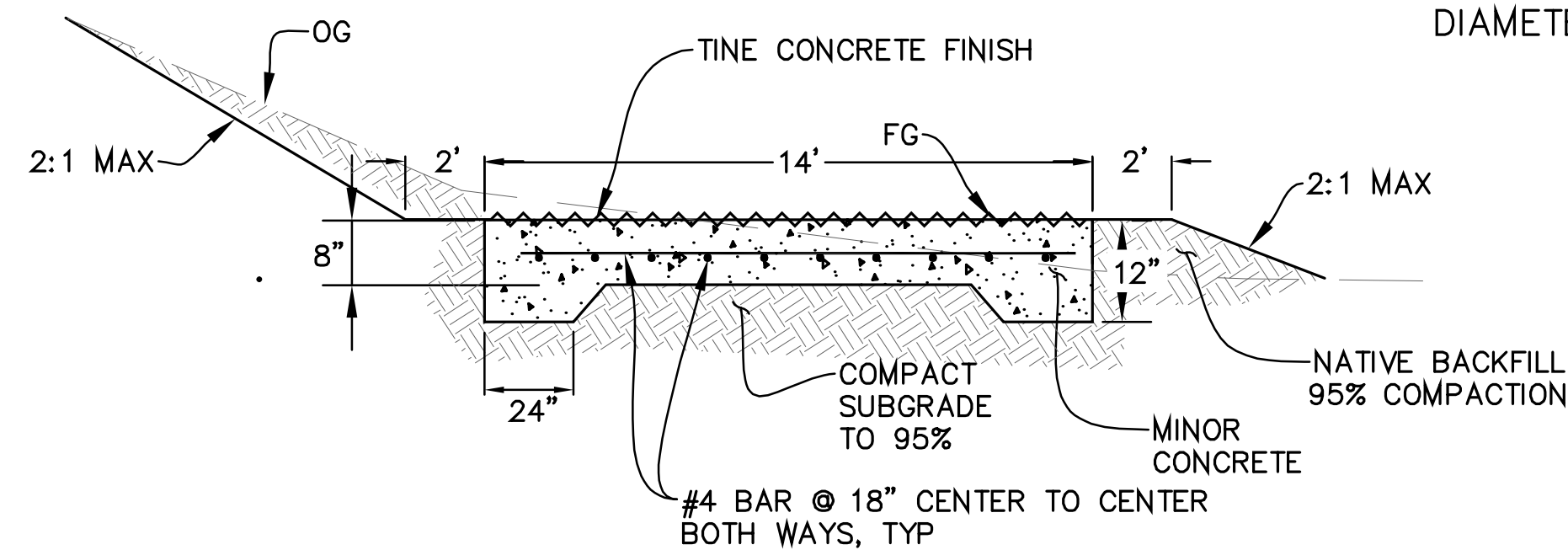
SURVEY
 INFORMATION

DESIGNED BY: AY	<h1>O-1155</h1>
DRAWN BY: MD	
CHECKED BY: HBL	
SHEET 3 OF 23	
Filename: ROMERO Base.dwg	



STA "RC" 0+30.13 TO STA "RC" 1+80.00

A CHANNEL TYPICAL SECTION 1
4 NOT TO SCALE

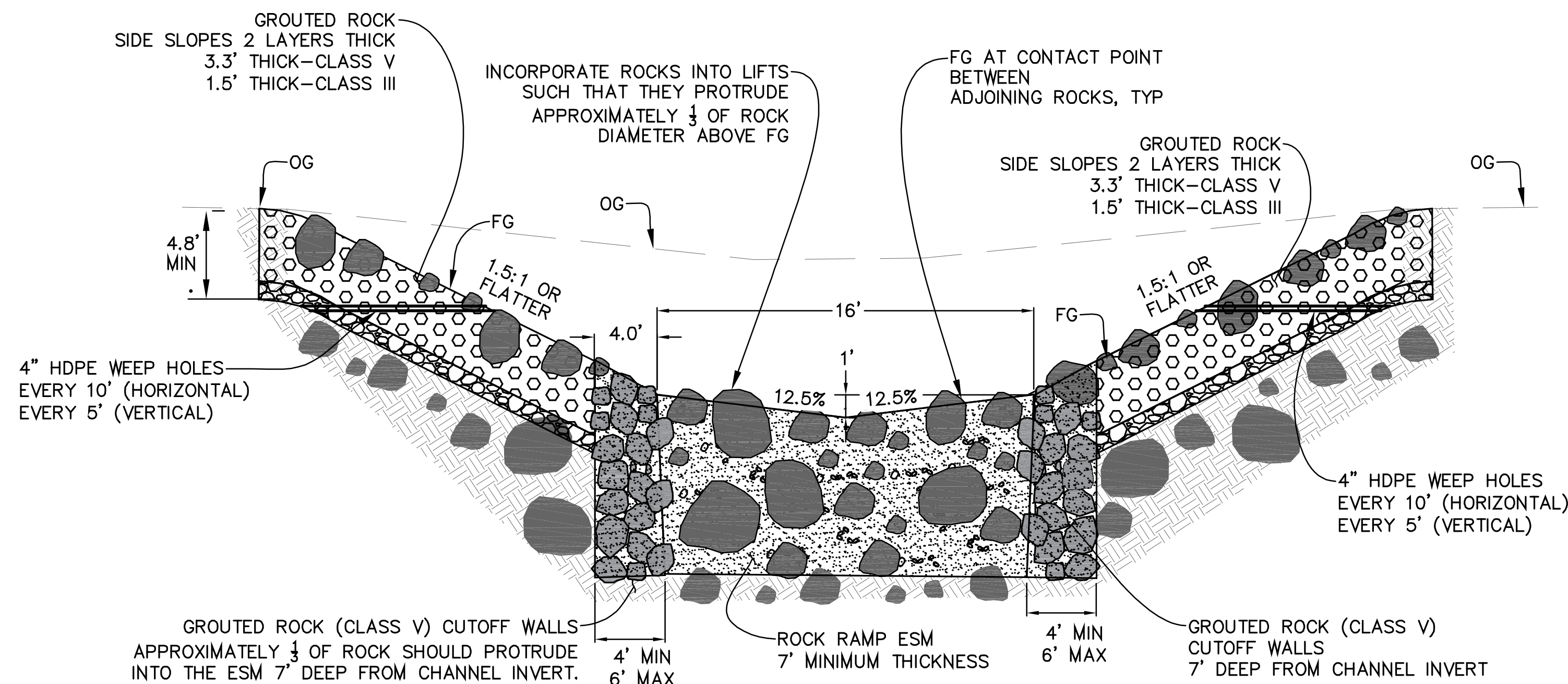


STA "AR" 0+2.90 TO STA "AR" 1+64.00

C ACCESS RD
4 NOT TO SCALE

NOTES:

1. DEPTH OF ESM VARIES (6" MIN & 5' MAX) AND WILL BE DETERMINED BY THE DIFFERENCE BETWEEN OG AND FG FLOWLINE ELEVATIONS. SEE NOTES ON SHEET 9.
2. ROUGHEN EXISTING STREAMBED MATERIAL TO 2 FEET DEPTH MAXIMUM TO BIND ESM TO SURFACE IN AREAS THAT DO NOT INCLUDE BOULDERS WITH A MINIMUM DIAMETER OF 2.5 FEET.



STA "RC" 1+80.00 TO STA "RC" 2+72.00

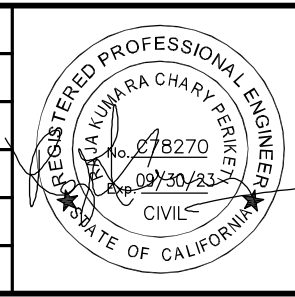
B CHANNEL TYPICAL SECTION 2
4 NOT TO SCALE



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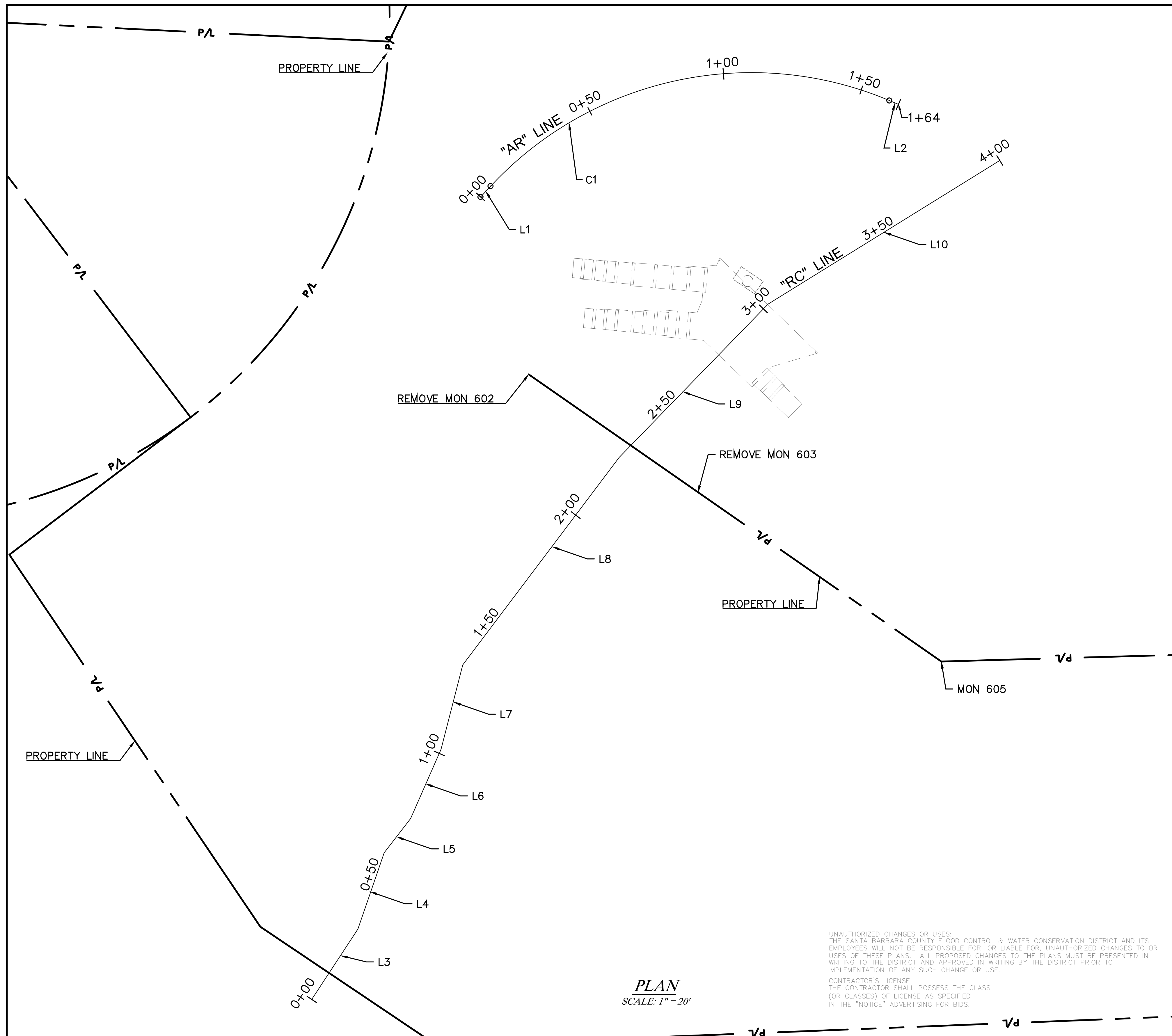
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TYPICAL SECTIONS

DESIGNED BY: AY	O-1155
DRAWN BY: MD	
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SHEET 4 OF 23	
Filename: ROMERO_Base.dwg	



ACCESS ROAD (AR) LINE

SEGMENT ID	START STATION	NORTHING	EASTING	LENGTH	END STATION	DIRECTION/ DELTA	RADIUS
L1	0+00.00	1988689.59	6081739.46	5.28'	0+05.28	N42°54'35"E	
C1	0+05.28	1988693.45	6081743.05	155.42'	1+60.70	69°54'20"	127.39'
L2	1+60.70	1988724.14	6081885.74	3.59'	1+64.28	S67°11'06"E	

ROMERO CREEK (RC) LINE

SEGMENT ID	START STATION	NORTHING	EASTING	LENGTH	END STATION	DIRECTION/ DELTA
L3	0+00.00	1988402.19	6081679.00	30.13'	0+30.13	N33°17'00"E
L4	0+30.13	1988427.38	6081695.53	28.93'	0+59.06	N18°59'07"E
L5	0+59.06	1988454.73	6081704.94	15.45'	0+74.51	N37°42'30"E
L6	0+74.51	1988465.96	6081714.40	27.09'	1+01.60	N23°42'40"E
L7	1+01.60	1988491.77	6081725.29	31.20'	1+32.80	N14°25'32"E
L8	1+32.80	1988521.98	6081733.06	93.04'	2+25.84	N36°59'37"E
L9	2+25.84	1988596.29	6081789.05	76.55'	3+02.40	N44°09'05"E
L10	3+02.40	1988651.22	6081824.37	97.61'	4+70.25	N58°11'53"E

PLAN
SCALE: 1" = 20'

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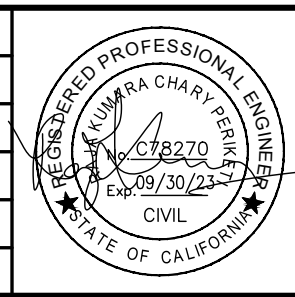
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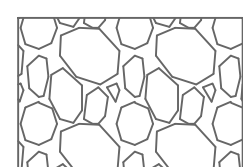
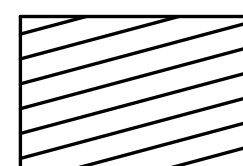


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KEYLINE
GEOMETRY

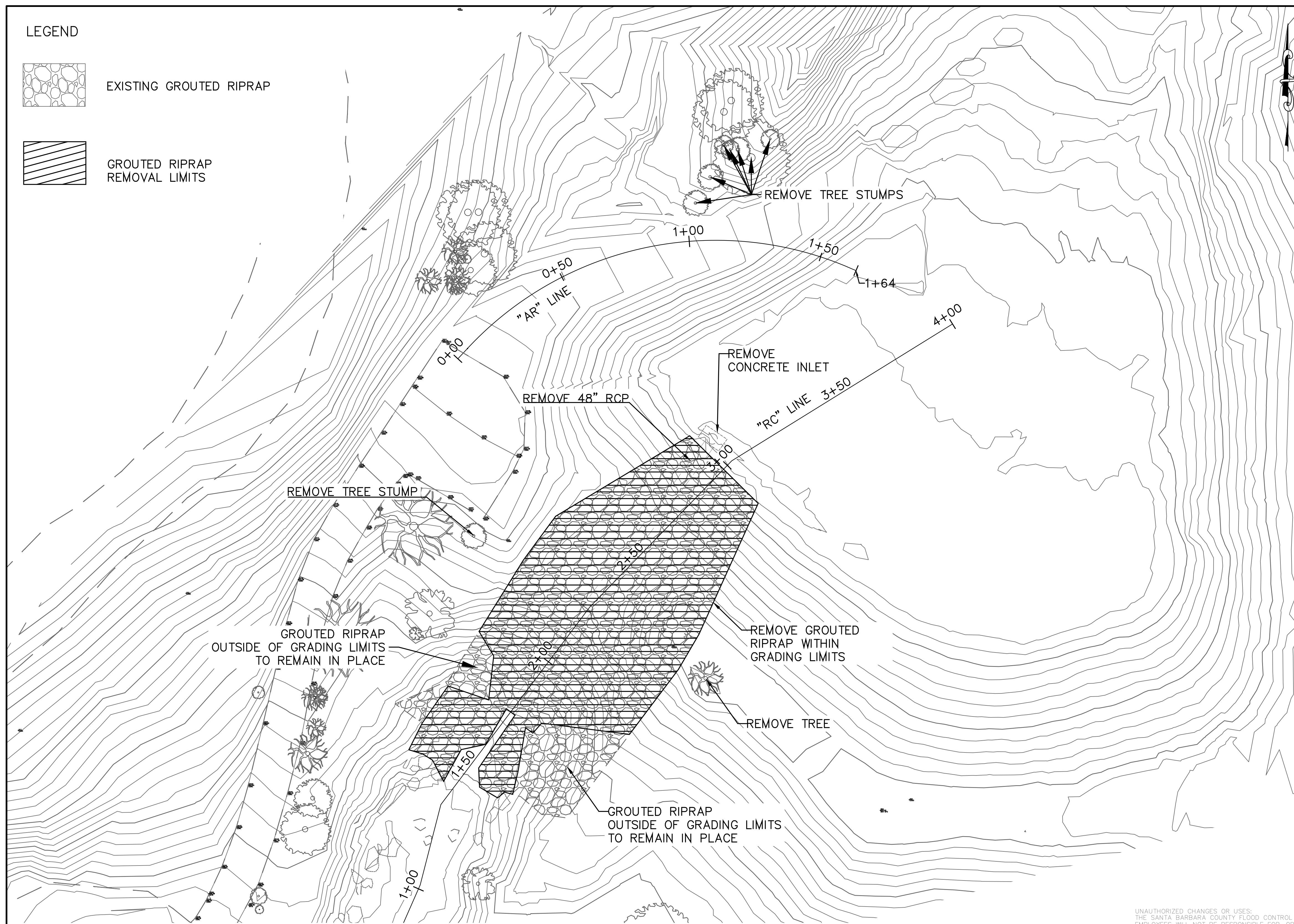
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SHEET 5 OF 23	
Filename: ROMERO Base.dwg	

LEGEND

-  EXISTING GROUDED RIPRAP
-  GROUDED RIPRAP REMOVAL LIMITS

NOTES:

1. REMOVE EXISTING GROUDED ROCK AS NECESSARY TO CONSTRUCT IMPROVEMENTS SHOWN ON SHEET 7.
2. ROCK DIAMETER GREATER THAN 4' TO REMAIN IN PLACE BETWEEN STATIONS "RC" 0+30 AND "RC" 1+80.
3. DEMOLITION PLAN IS FOR REFERENCE ONLY. CONTRACTOR SHALL FIELD VERIFY THE EXISTING SITE TO ENSURE ALL DEMOLITION EFFORTS ARE ACCOUNTED FOR.
4. THE CONTRACTOR IS RESPONSIBLE FOR ALL ITEMS TO BE DEMOLISHED AND DISPOSED OF ACCORDINGLY.
5. CONTRACTOR TO PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT TO PERFORM ALL OPERATIONS REQUIRED FOR THE DEMOLITION EFFORTS AND RELATED WORK AS DESCRIBED AND SPECIFIED HEREIN, AND AS MAY BE REASONABLE IMPLIED TO COMPLETE THE WORK IN ALL RESPECTS.



GROUDED RIPRAP OUTSIDE OF GRADING LIMITS TO REMAIN IN PLACE

GROUDED RIPRAP OUTSIDE OF GRADING LIMITS TO REMAIN IN PLACE

PLAN
SCALE: 1" = 20'

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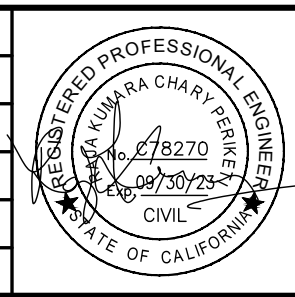
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REVISIONS			
NO.	DESCRIPTION	DATE	APR
0	READY FOR CONSTRUCTION	01/13/22	RP



DESIGNED BY: <i>[Signature]</i>	01/13/22	REVIEWED BY:	
WRECO	DATE	COUNTY SURVEYOR	DATE
REVIEWED BY:		REVIEWED BY:	
FLOOD CONTROL ENGINEERING MANAGER	DATE	MAINTENANCE SUPERINTENDENT	DATE
REVIEWED BY:		REVIEWED BY:	
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SANTA BARBARA COUNTY
FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
130 E. VICTORIA STREET
SANTA BARBARA, CA 93101
(805) 568-3440



ROMERO CREEK DEBRIS
BASIN IMPROVEMENTS PROJECT
AREA OF MONTECITO
SANTA BARBARA COUNTY, CALIFORNIA

DESIGNED BY: AY
DRAWN BY: MD
CHECKED BY: HBL

DEMOLITION
PLAN

O-1155
SHEET 6 OF 23
Filename: ROMERO Base.dwg



- NOTES:
1. SURFACE ROCK RAMP ESM MATERIAL GREATER THAN 4.0' IN DIAMETER TO BE STAGGERED AT A MAXIMUM SPACING OF 5- FEET LONGITUDINALLY AND 12- FEET LATERALLY.
 2. PLACEMENT OF ESM MATERIAL GREATER THAN 4.0' IN DIAMETER TO BE FIELD DIRECTED.
 3. A MINIMUM OF 4 BUTTRESSED BOULDER CLUSTERS AS SHOWN IN ESM PLACEMENT DETAIL SHEET, CONSISTING OF ESM MATERIAL GREATER THAN 2.7' IN DIAMETER TO BE PLACED AT A SPACING OF 75- FEET LONGITUDINALLY, AS FIELD DIRECTED, WITHIN 6- FEET OF THE CHANNEL FLOWLINE. INTENT OF BOULDER CLUSTERS IS TO PROMOTE THE NATURAL FORMATION OF STEP POOLS OVER TIME. SEE SHEET 12 FOR ADDITIONAL DETAILS.

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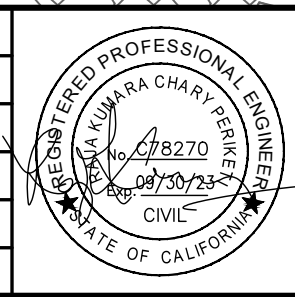
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PLAN
SCALE: 1" = 20'



REVISIONS			
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DESIGNED BY:	01/13/22	REVIEWED BY:	
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ROMERO CREEK DEBRIS
BASIN IMPROVEMENTS PROJECT
AREA OF MONTECITO
SANTA BARBARA COUNTY, CALIFORNIA

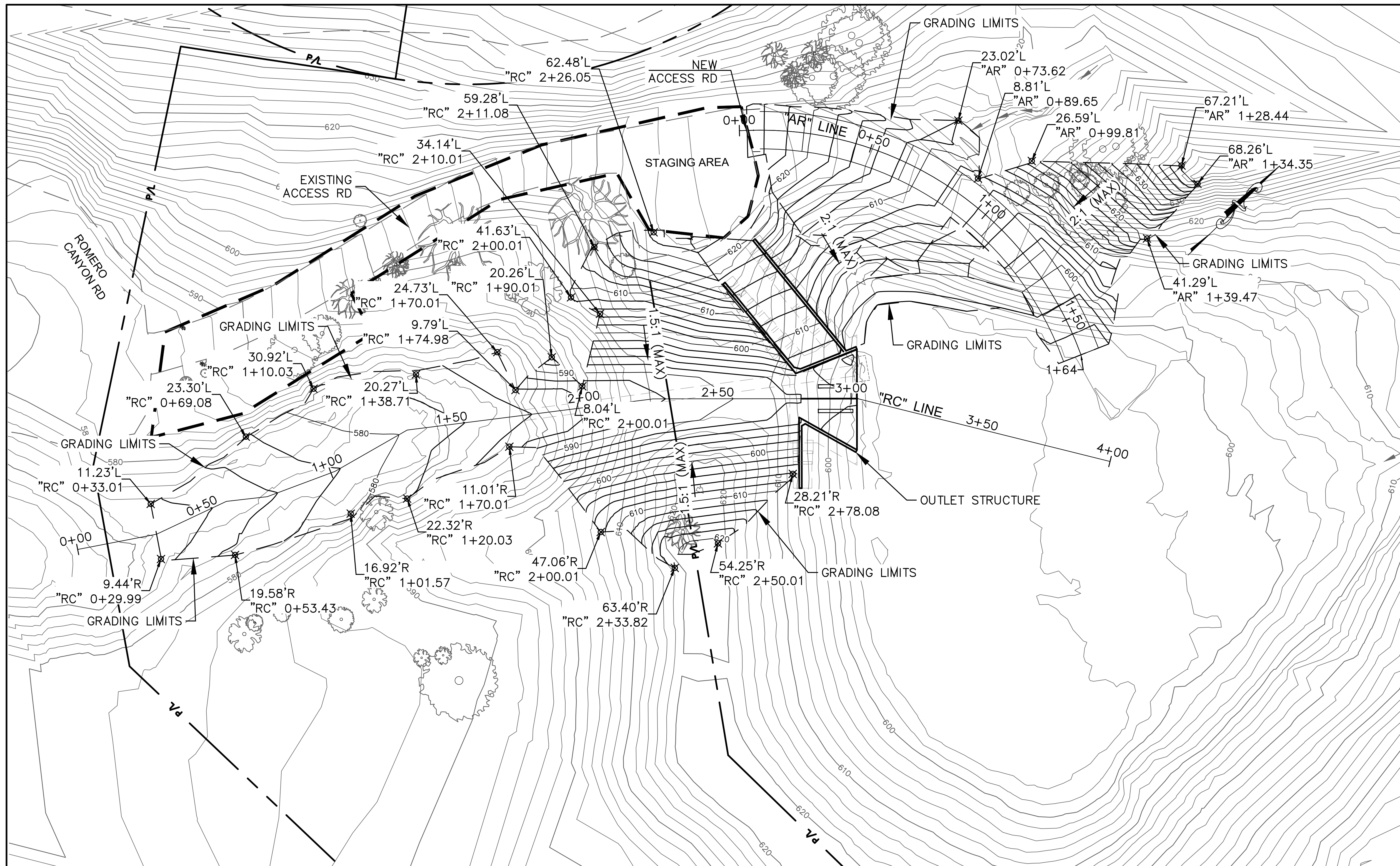
LAYOUT PLAN

DESIGNED BY:	AY
DRAWN BY:	MD
CHECKED BY:	HBL

O-1155

SHEET 7 OF 23

Filename: ROMERO Base.dwg



LEGEND

STAGING AREA

LIMITS OF GRADING

NOTE:
EXISTING TREES THAT ARE NOT MARKED AS REMOVE SHOULD BE PROTECTED IN PLACE.
(SEE DEMOLITION PLAN)

PLAN
SCALE: 1" = 20'

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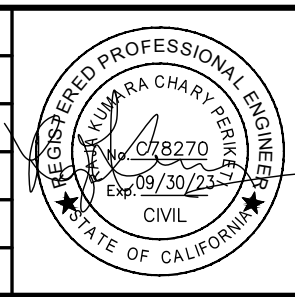
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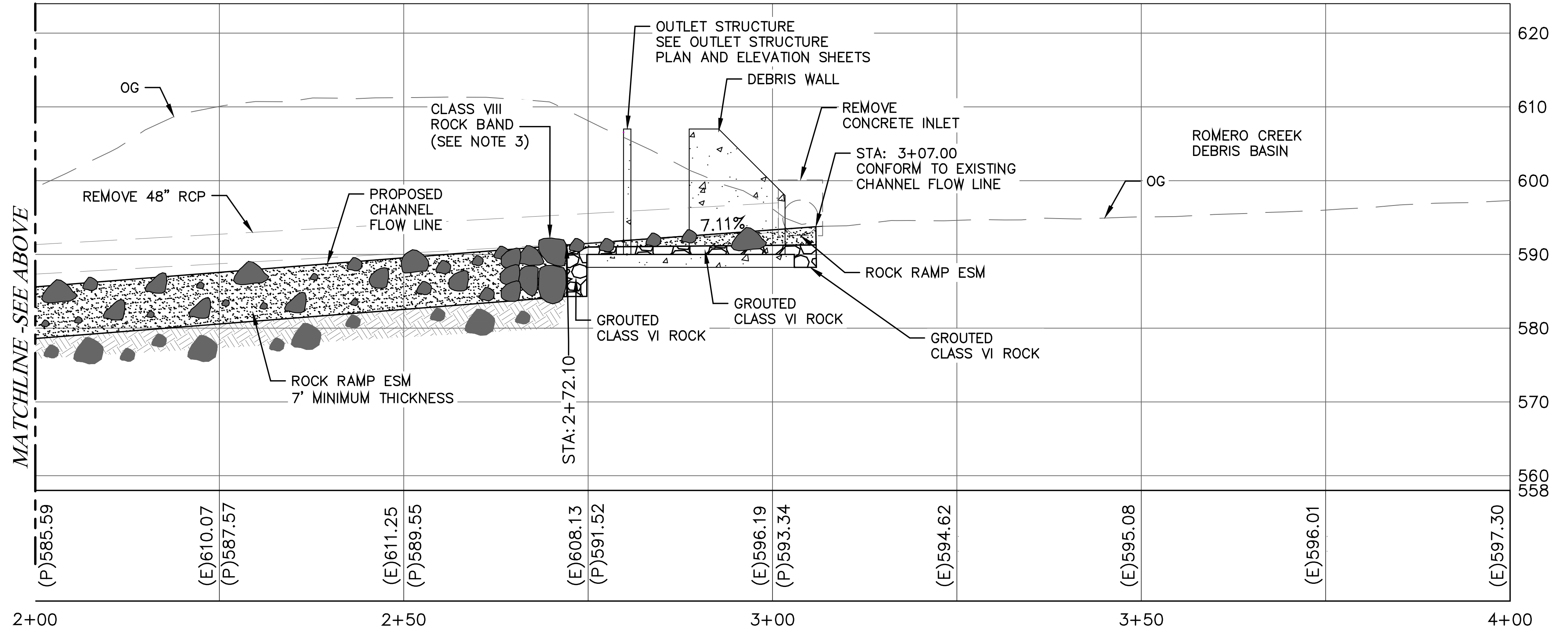
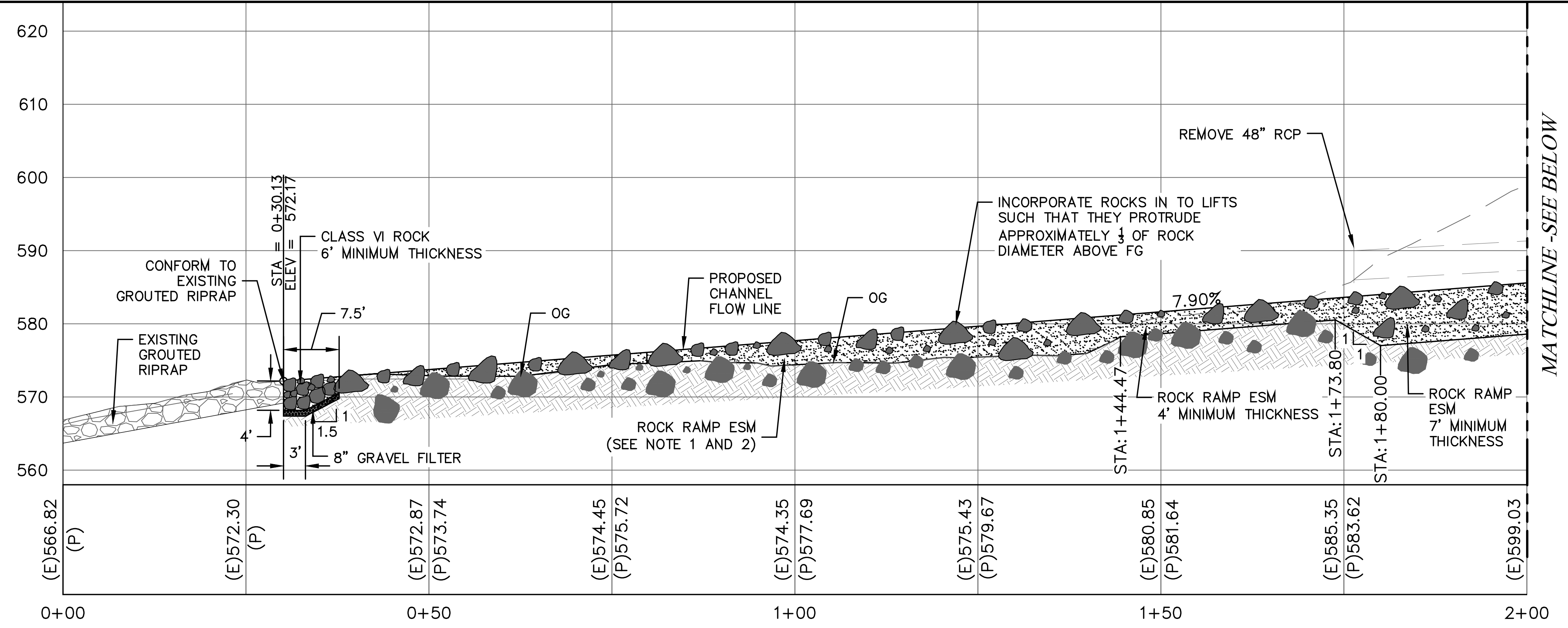
ROMERO CREEK DEBRIS
BASIN IMPROVEMENTS PROJECT
AREA OF MONTECITO
SANTA BARBARA COUNTY, CALIFORNIA

**GRADING
PLAN**

DESIGNED BY:	AY
DRAWN BY:	MD
CHECKED BY:	HBL
O-1155	
SHEET 8 OF 23	
Filename: ROMERO Base.dwg	

NOTES:

1. DEPTH OF ESM VARIES AND WILL BE DETERMINED BY THE DIFFERENCE BETWEEN OG AND FG FLOWLINE ELEVATIONS.
2. EXISTING STREAMBED MATERIAL TO BE SCARIFIED TO 2- FEET DEPTH BEFORE PLACING ESM WHERE EXISTING STREAMBED MATERIAL DOES NOT INCLUDE BOULDERS WITH A MINIMUM DIAMETER OF 2.5- FEET. EXISTING STREAMBED MATERIAL TO BE RE-USED TO FILL VOIDS AS NEEDED.
3. CLASS VII ROCK BAND TO SPAN THE CHANNEL SECTION AND INCLUDE EMBEDDED BUTTRESSED ROCK SUPPORT. ROCK BAND SHALL PROTRUDE A MINIMUM OF 6 TO 8 INCHES ABOVE THE UPSTREAM CHANNEL FLOWLINE. OUTSIDE EDGES OF THE ROCK BAND TO BE PLACED AT ELEVATIONS 10% TO 15% HIGHER THAN THE CENTER AND WILL BE DIRECTED BY THE FIELD ENGINEER.



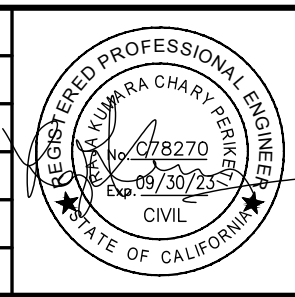
ROMERO CREEK ("RC" LINE) PROFILE
 SCALE: 1" = 10' HORIZONTAL
 1" = 10' VERTICAL

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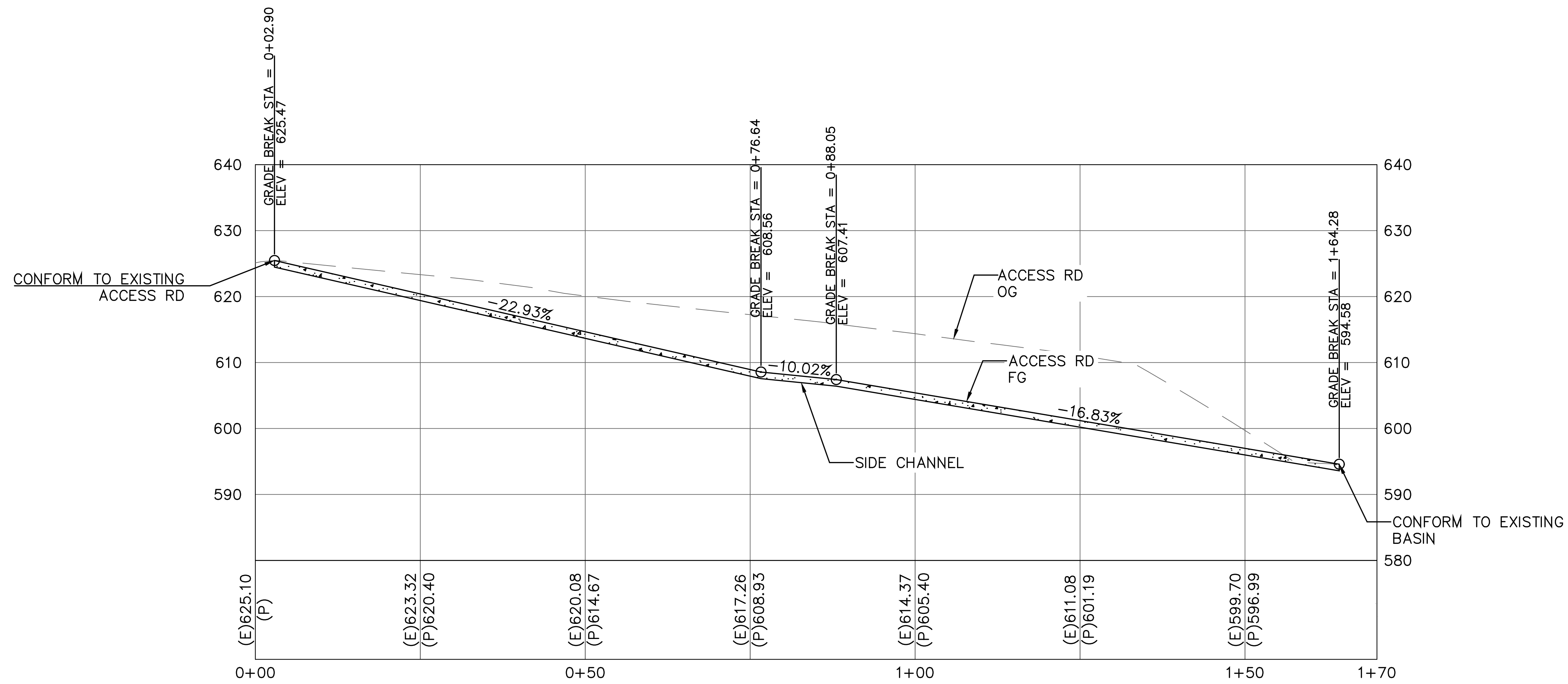
SANTA BARBARA COUNTY
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 130 E. VICTORIA STREET
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 (805) 568-3440



ROMERO CREEK DEBRIS
 BASIN IMPROVEMENTS PROJECT
 AREA OF MONTECITO
 SANTA BARBARA COUNTY, CALIFORNIA

**ROMERO CREEK
 PROFILE**

DESIGNED BY: AY	O-1155
DRAWN BY: MD	
CHECKED BY: HBL	
SHEET 9 OF 23	Filename: ROMERO Base.dwg



ACCESS ROAD ("AR" LINE) PROFILE

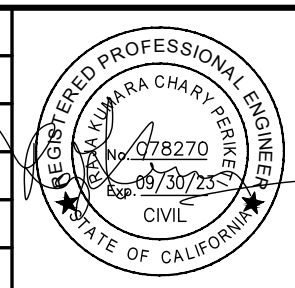
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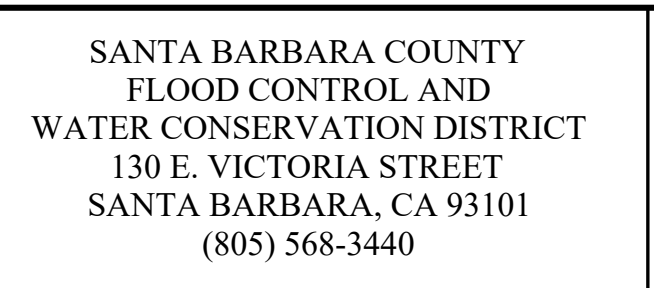


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SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT 130 E. VICTORIA STREET SANTA BARBARA, CA 93101 (805) 568-3440	
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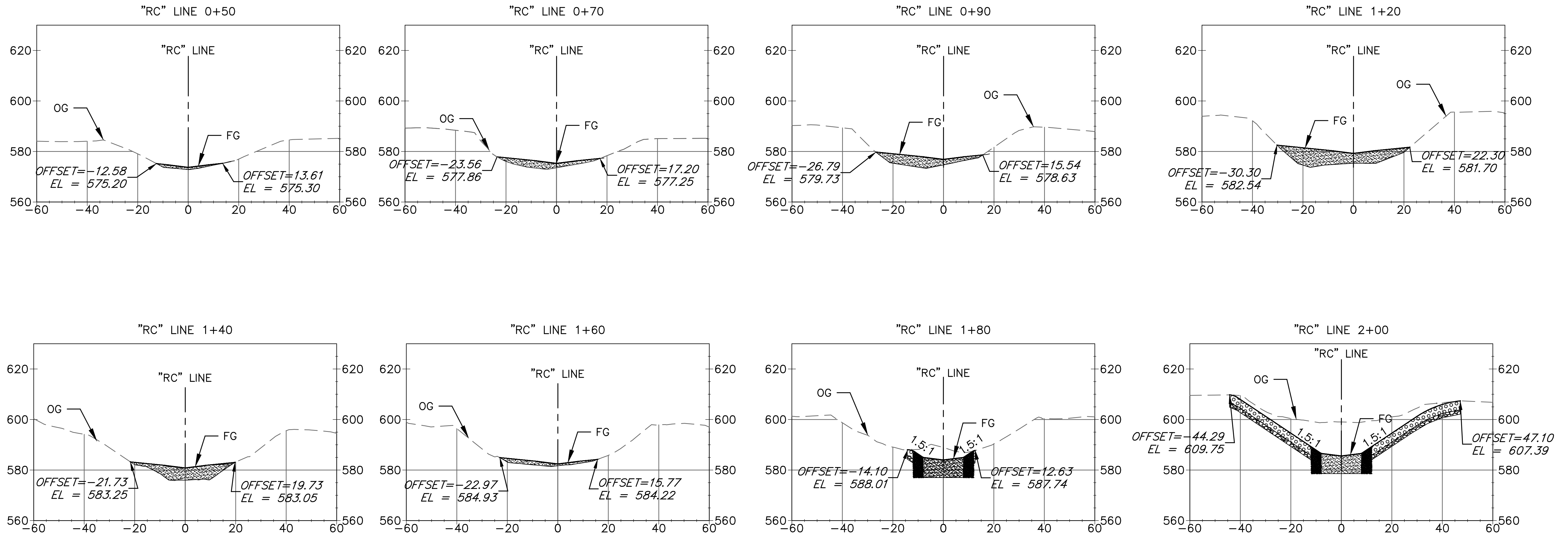


ROMERO CREEK DEBRIS
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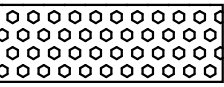

**ACCESS ROAD
PROFILE**

DESIGNED BY:	AY
DRAWN BY:	MD
CHECKED BY:	HBL

O-1155
SHEET 10 OF 23
Filename: ROMERO Base.dwg



LEGEND:

-  ROCK RAMP ESM
-  GROUDED ROCK SLOPE PROTECTION
-  GROUDED ROCK (CLASS PER PROFILE AND TYPICAL SECTION)

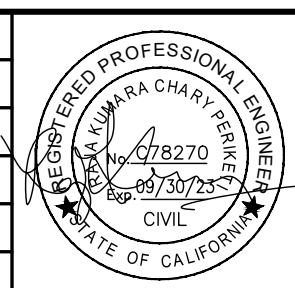
SECTIONS
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ROMERO CREEK DEBRIS
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SANTA BARBARA COUNTY, CALIFORNIA

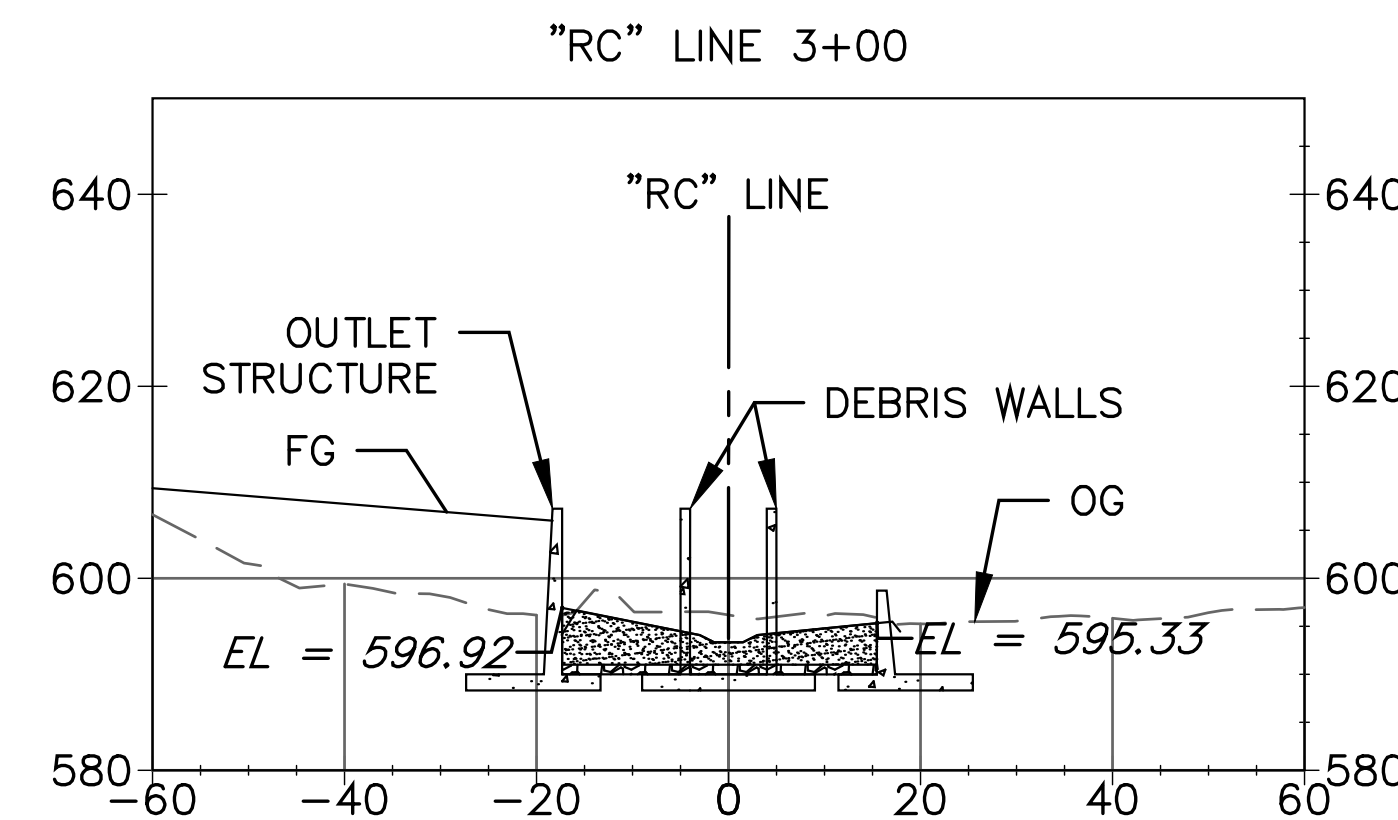
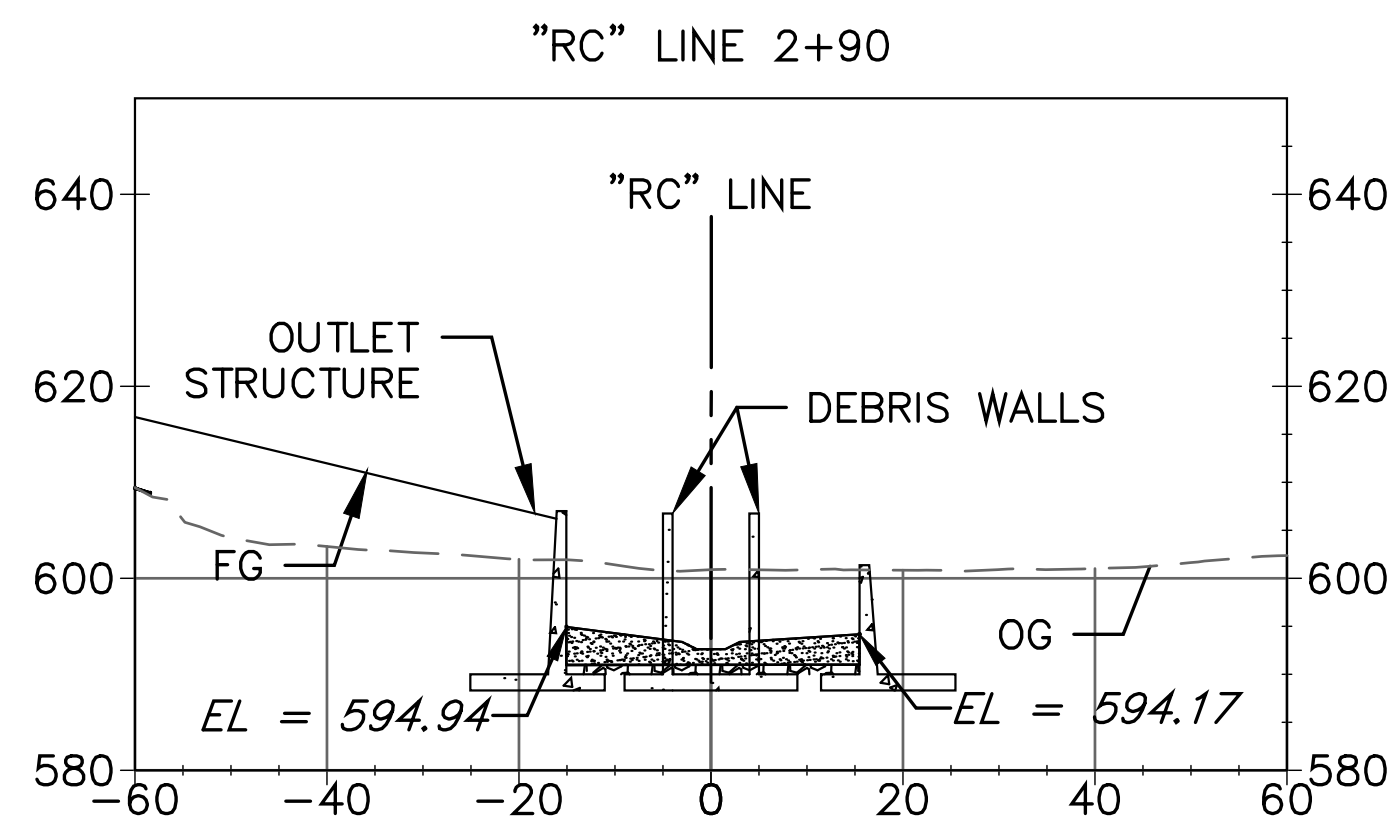
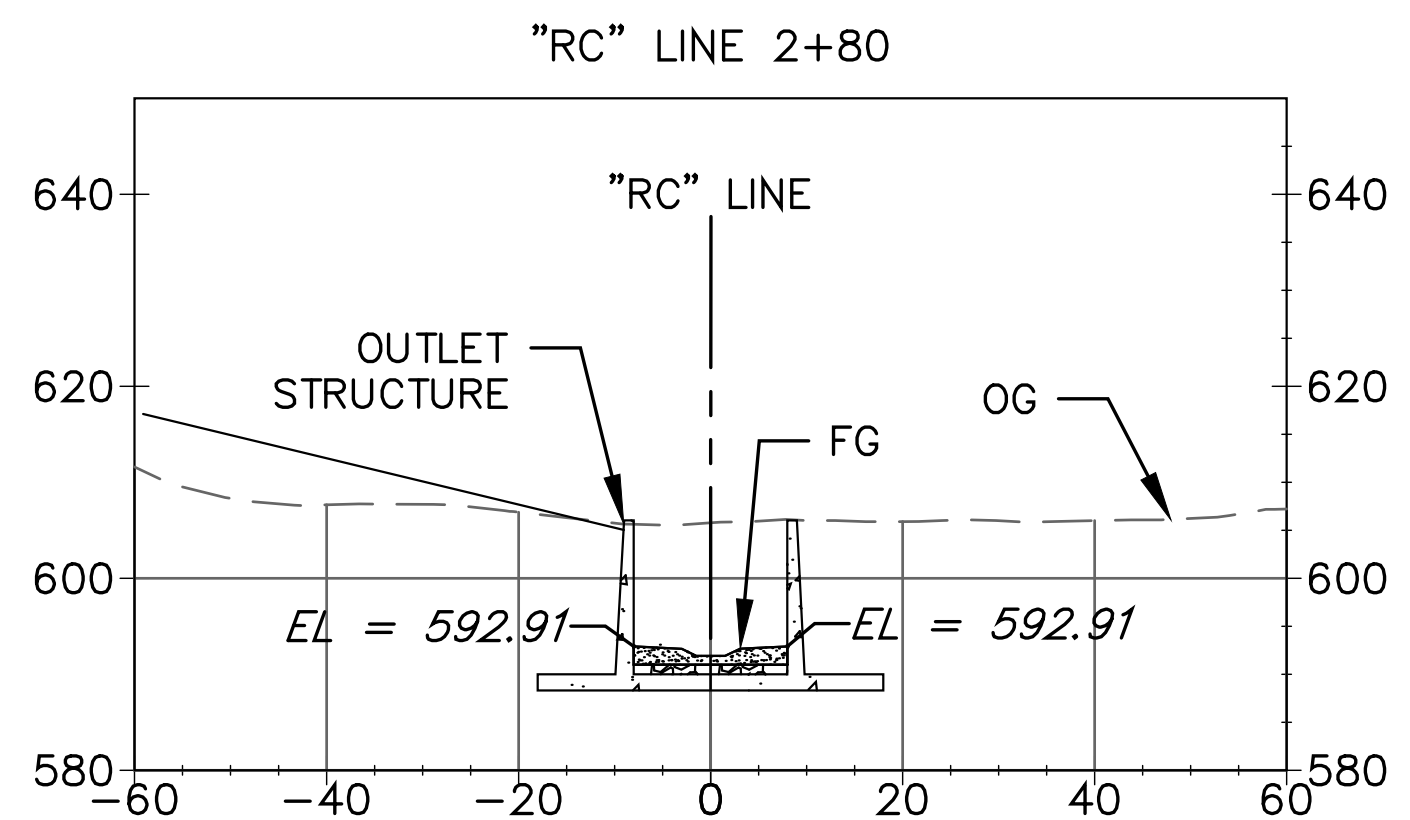
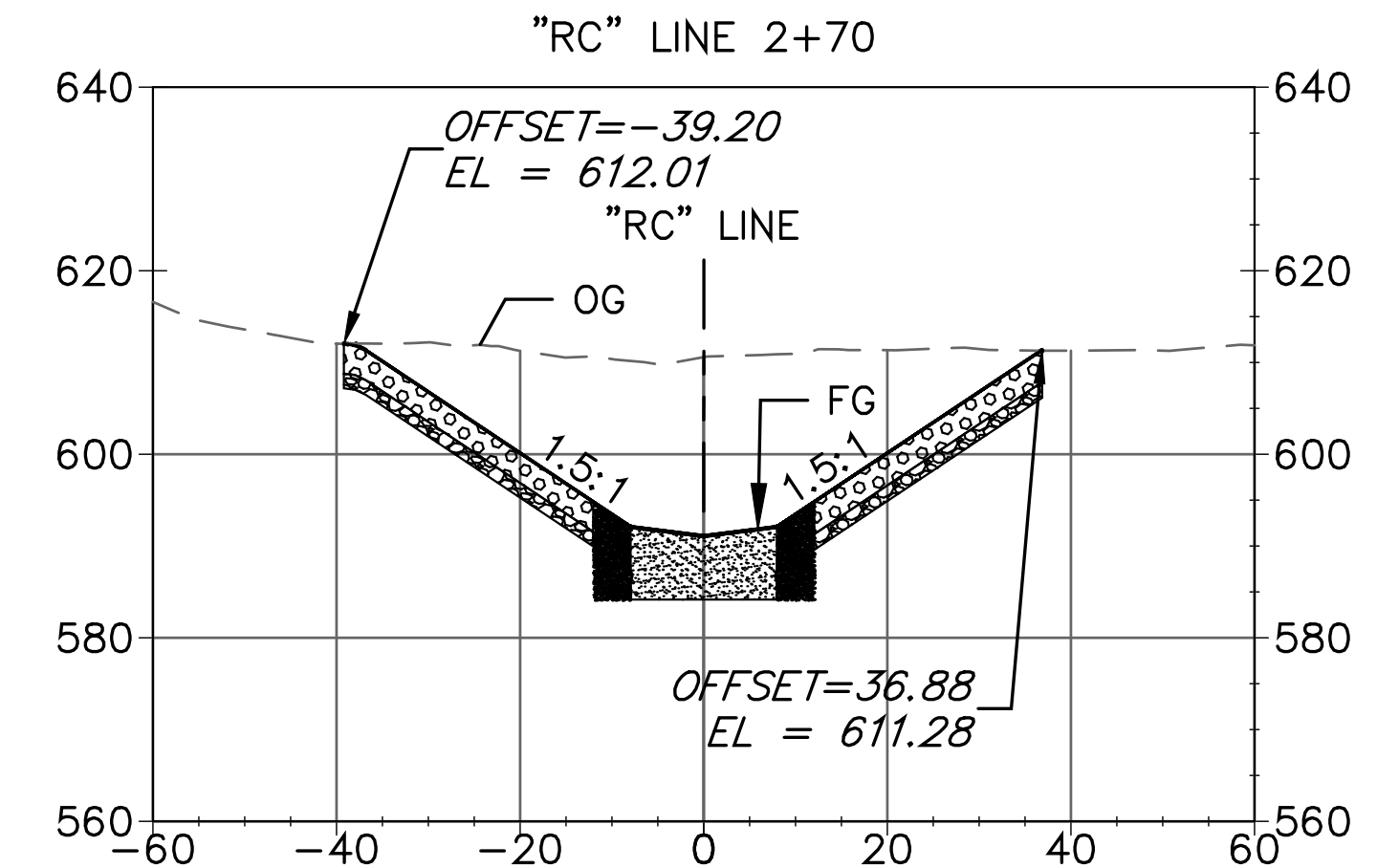
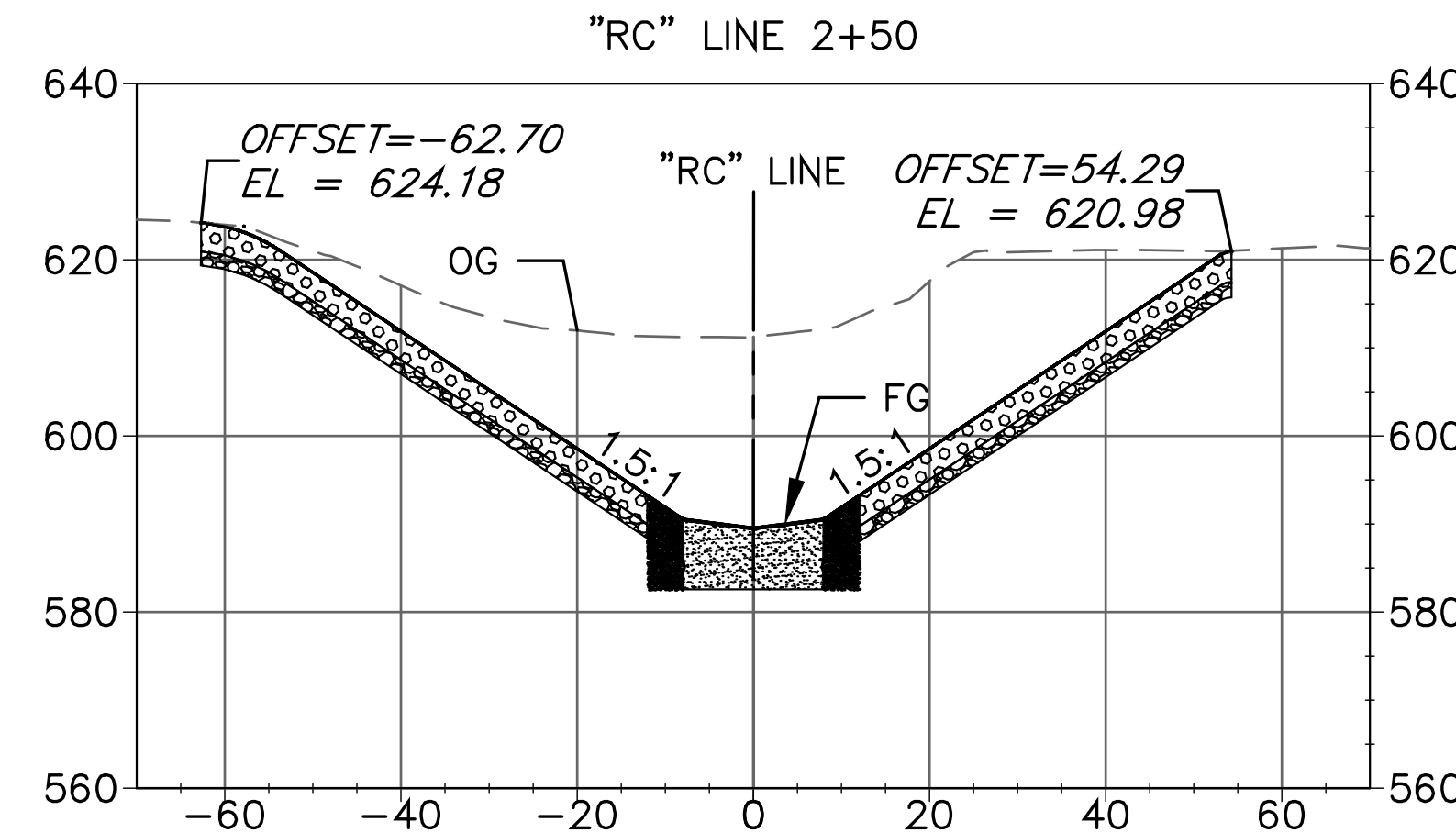
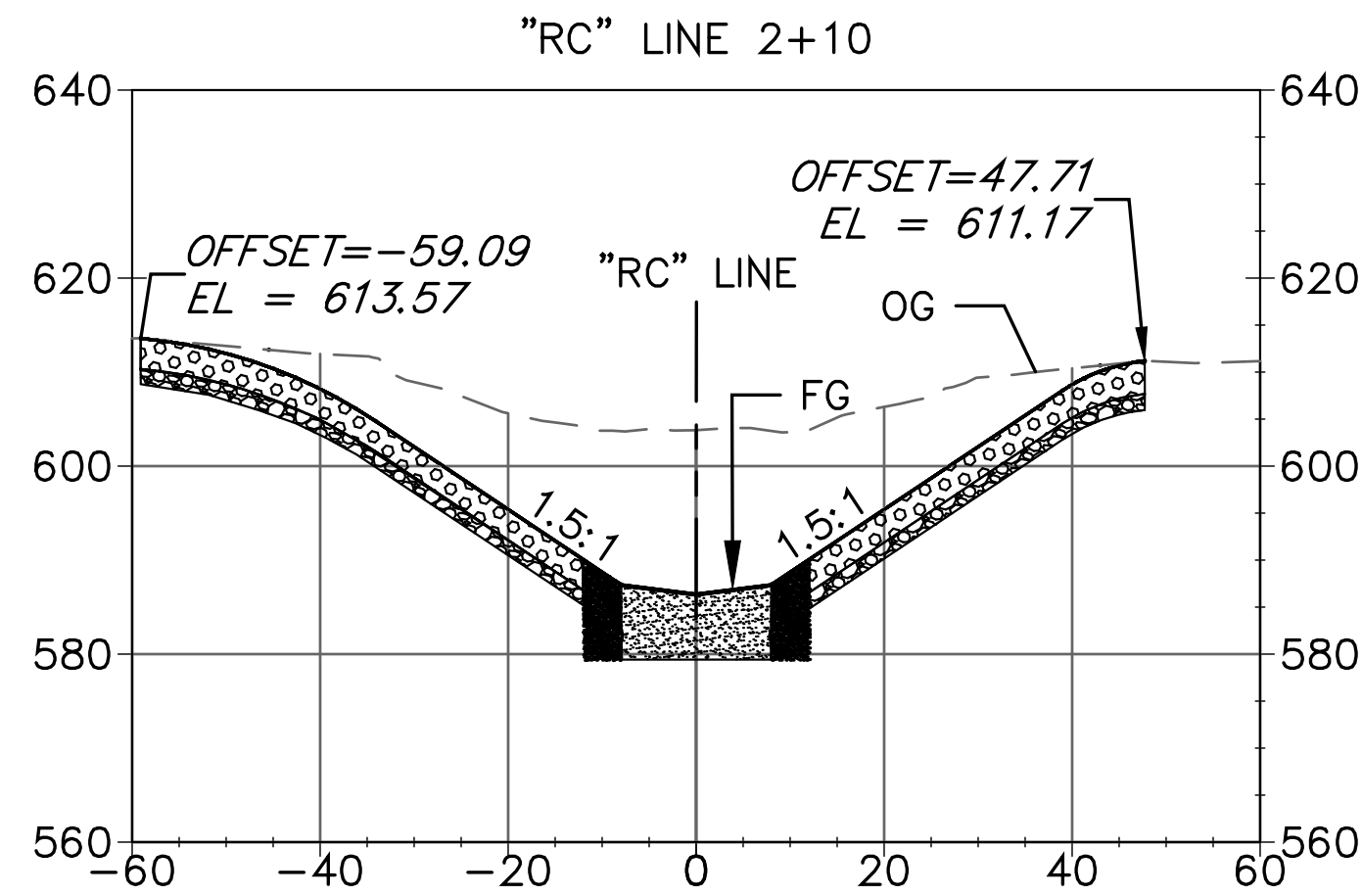
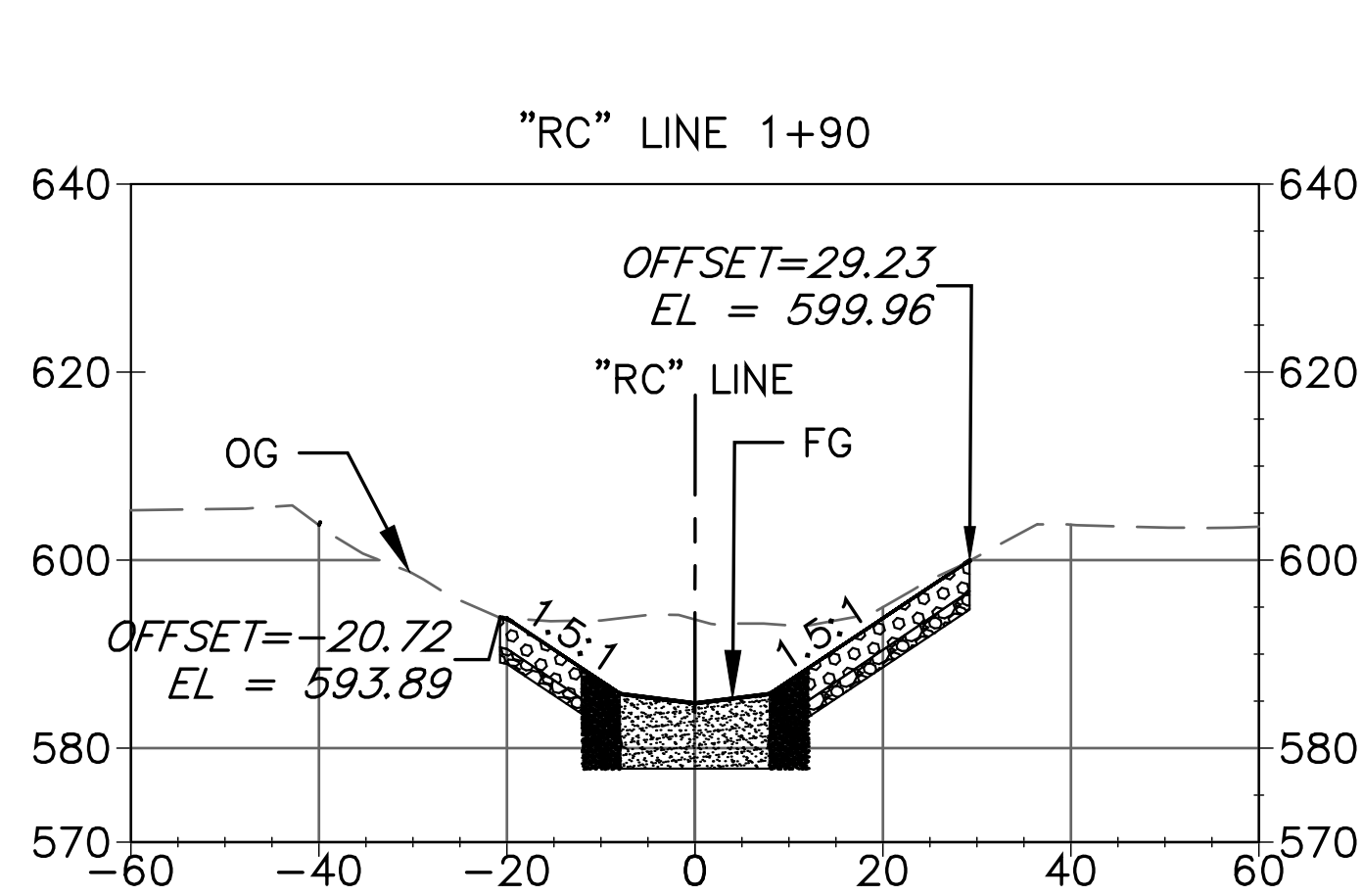
DESIGNED BY:
AY
DRAWN BY:
MD
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HBL

SECTIONS 1

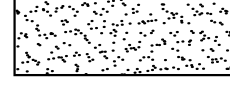
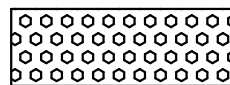

O-1155

SHEET 11 OF 23

Filename: ROMERO Base.dwg



LEGEND:

-  ROCK RAMP ESM
-  GRouted ROCK SLOPE PROTECTION
-  GRouted ROCK (CLASS PER PROFILE AND TYPICAL SECTION)

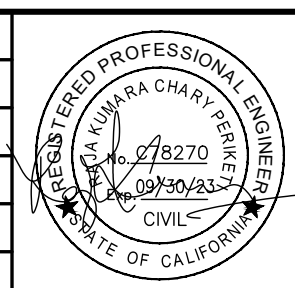
SECTIONS
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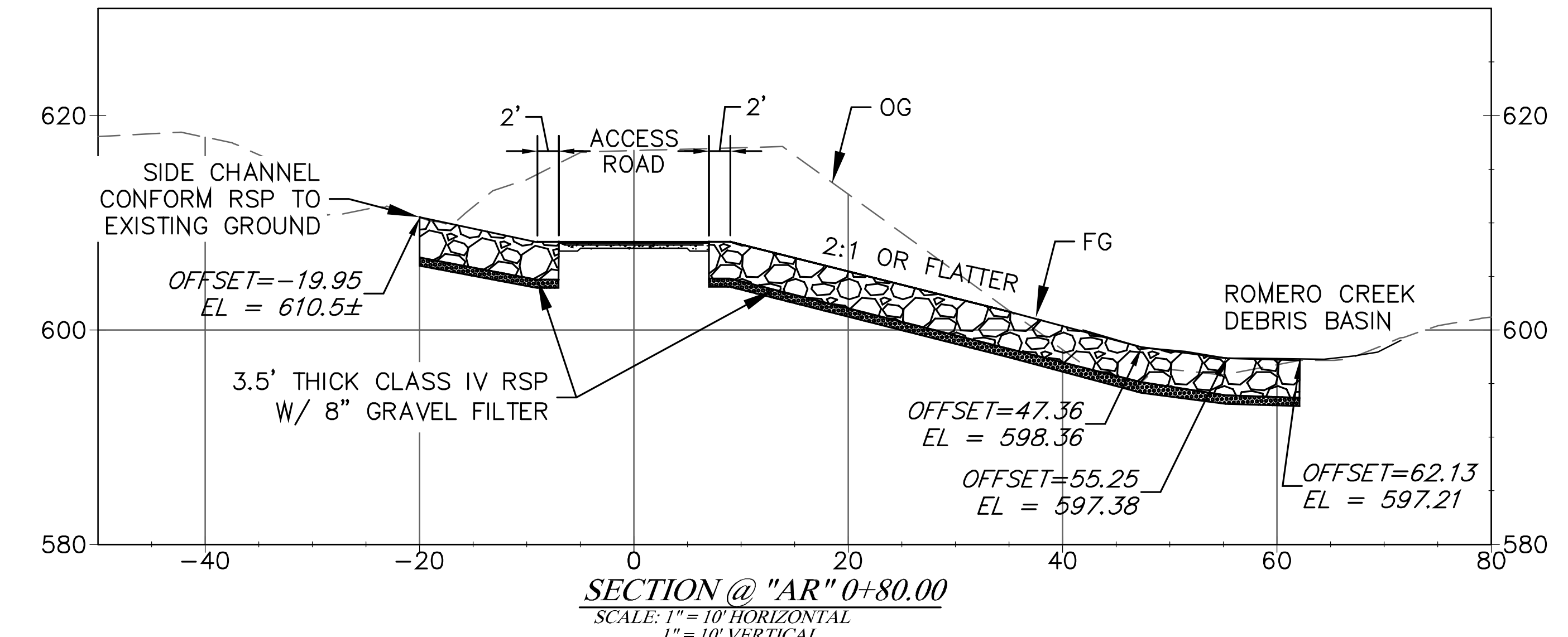
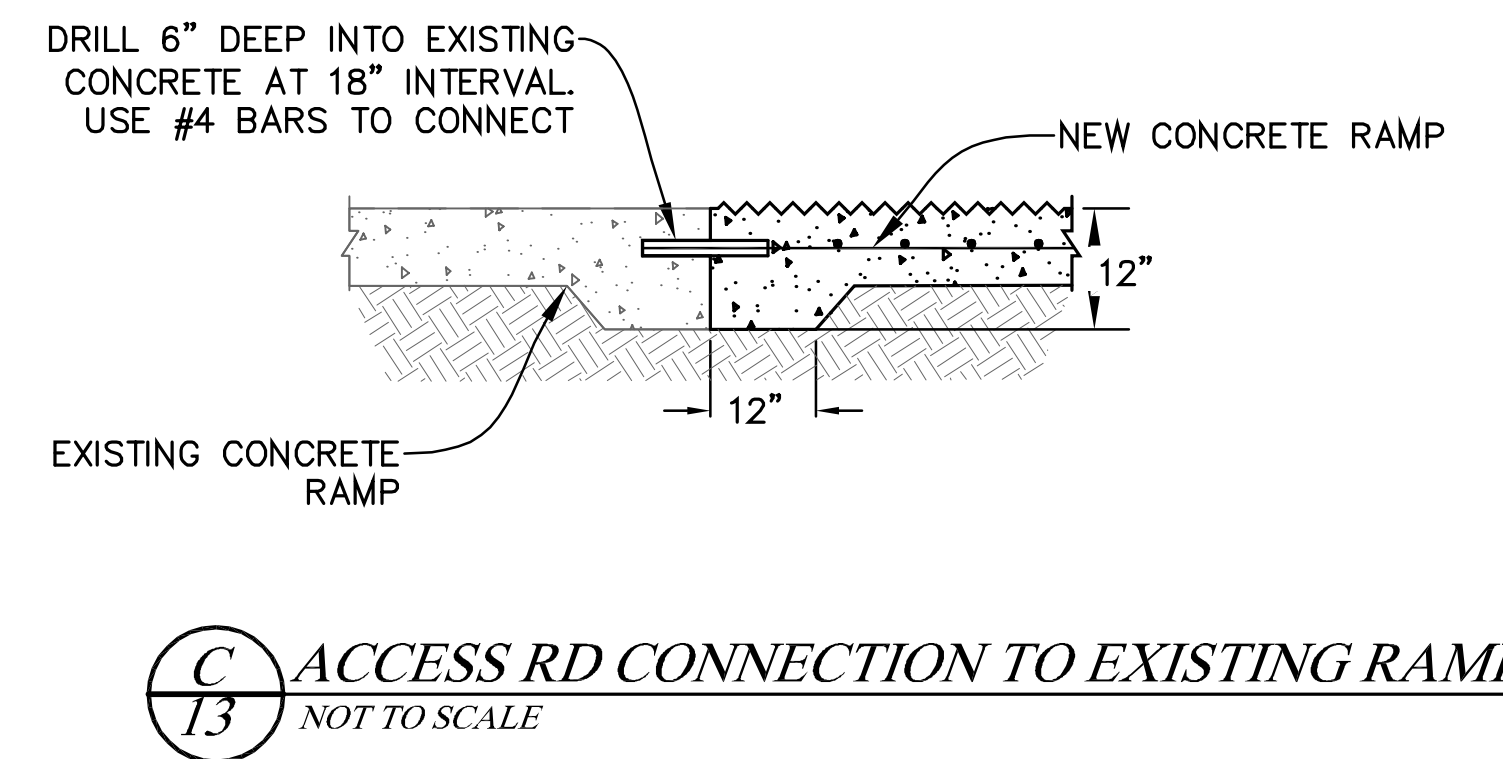
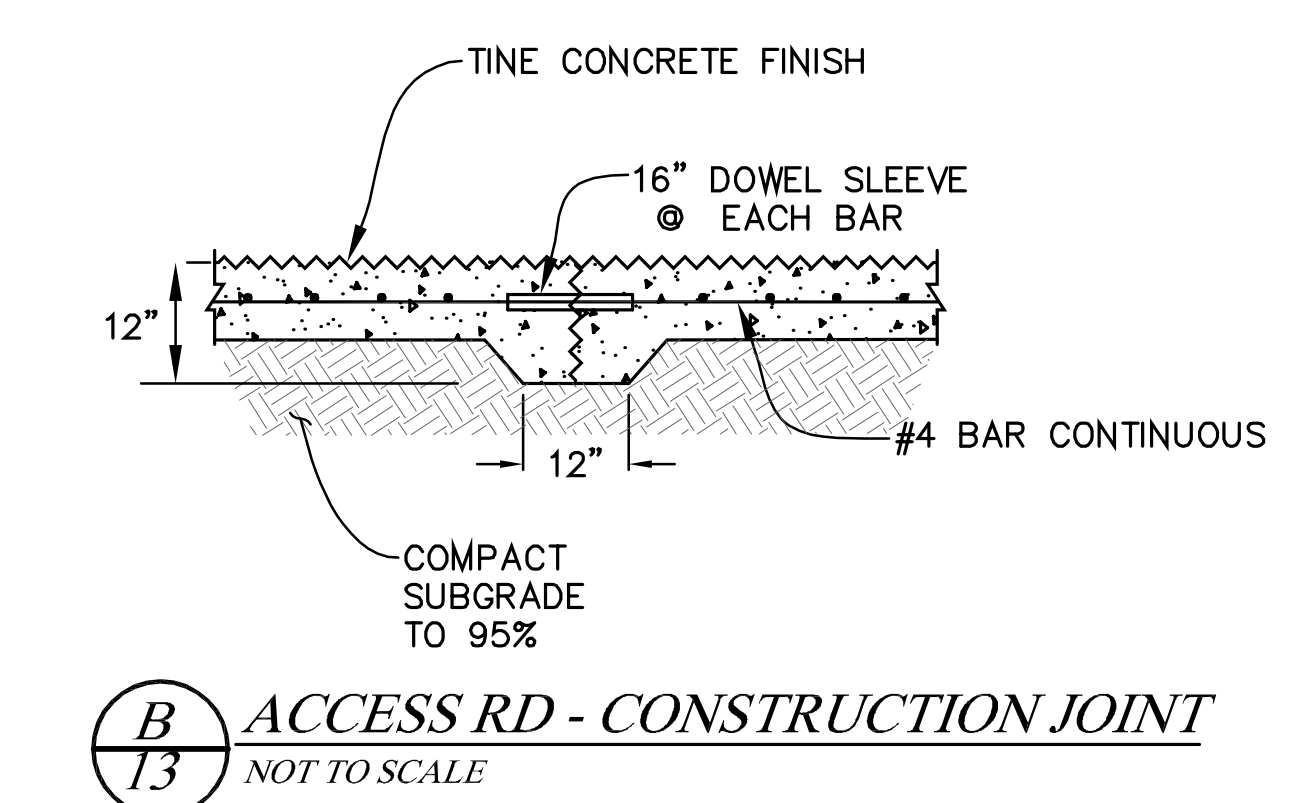
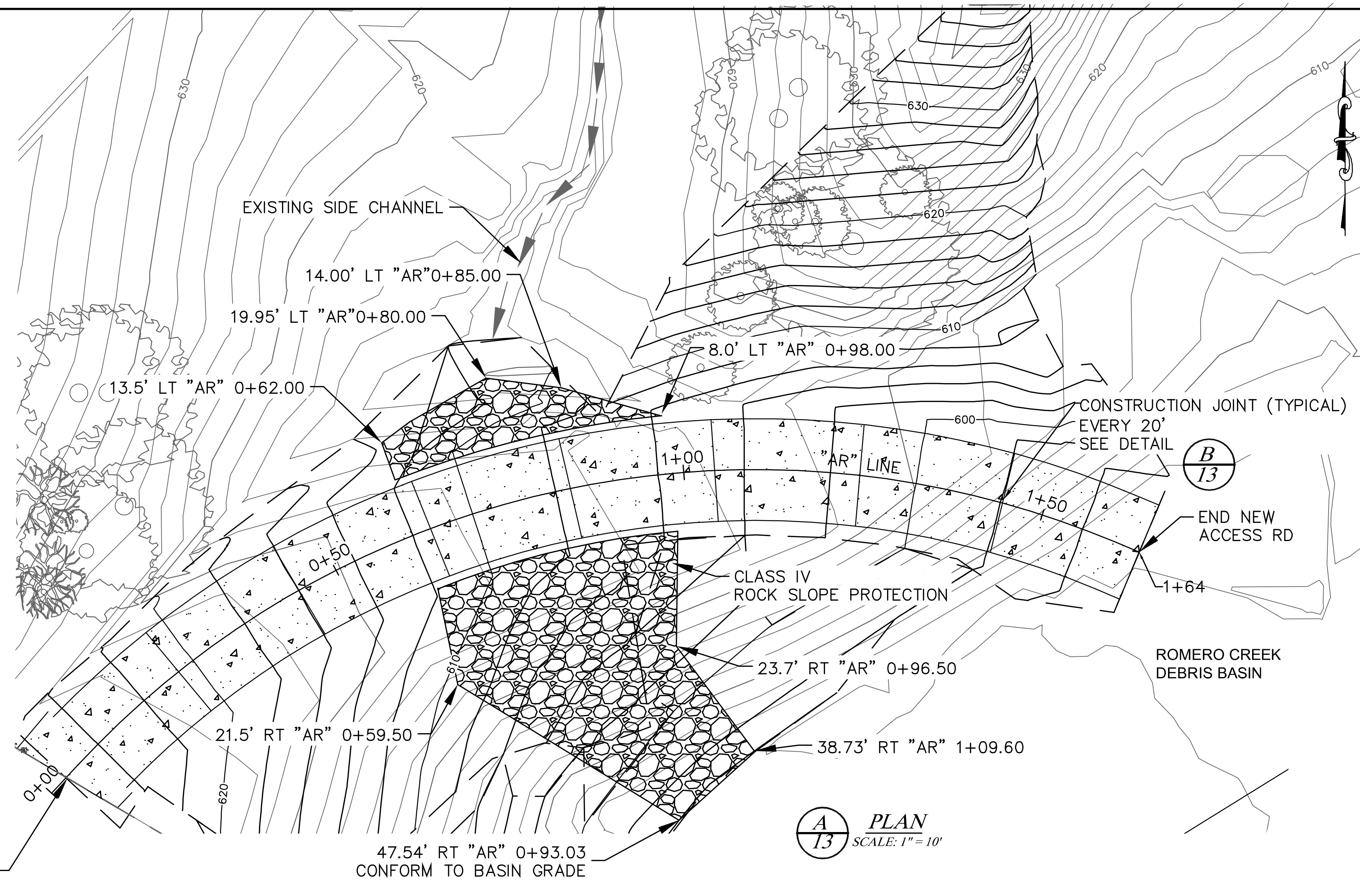
SANTA BARBARA COUNTY
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(805) 568-3440



ROMERO CREEK DEBRIS
BASIN IMPROVEMENTS PROJECT
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SANTA BARBARA COUNTY, CALIFORNIA

DESIGNED BY:
AY
DRAWN BY:
MD
CHECKED BY:
HBL

O-1155
SHEET 12 OF 23
Filename: ROMERO Base.dwg



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ROMERO CREEK DEBRIS
BASIN IMPROVEMENTS PROJECT
AREA OF MONTECITO
SANTA BARBARA COUNTY, CALIFORNIA

SIDE CHANNEL
RSP DETAIL

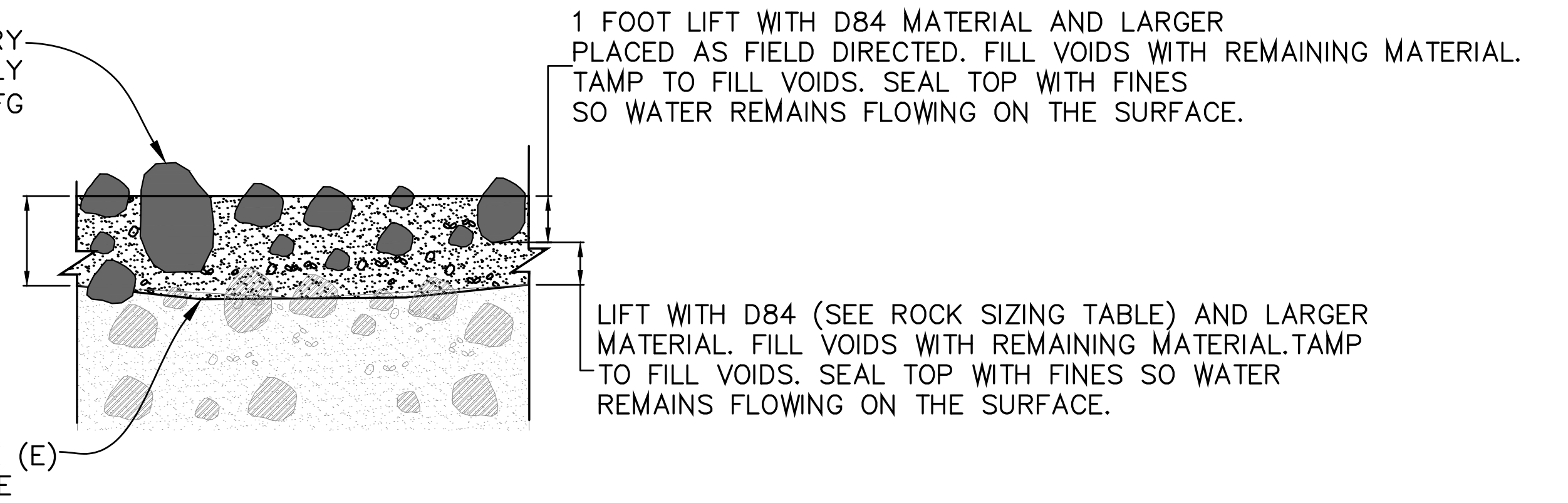
DESIGNED BY: AY	O-1155
DRAWN BY: MD	
CHECKED BY: HBL	
SHEET 13 OF 23	
Filename: ROMERO Base.dwg	

ROCK SIZING

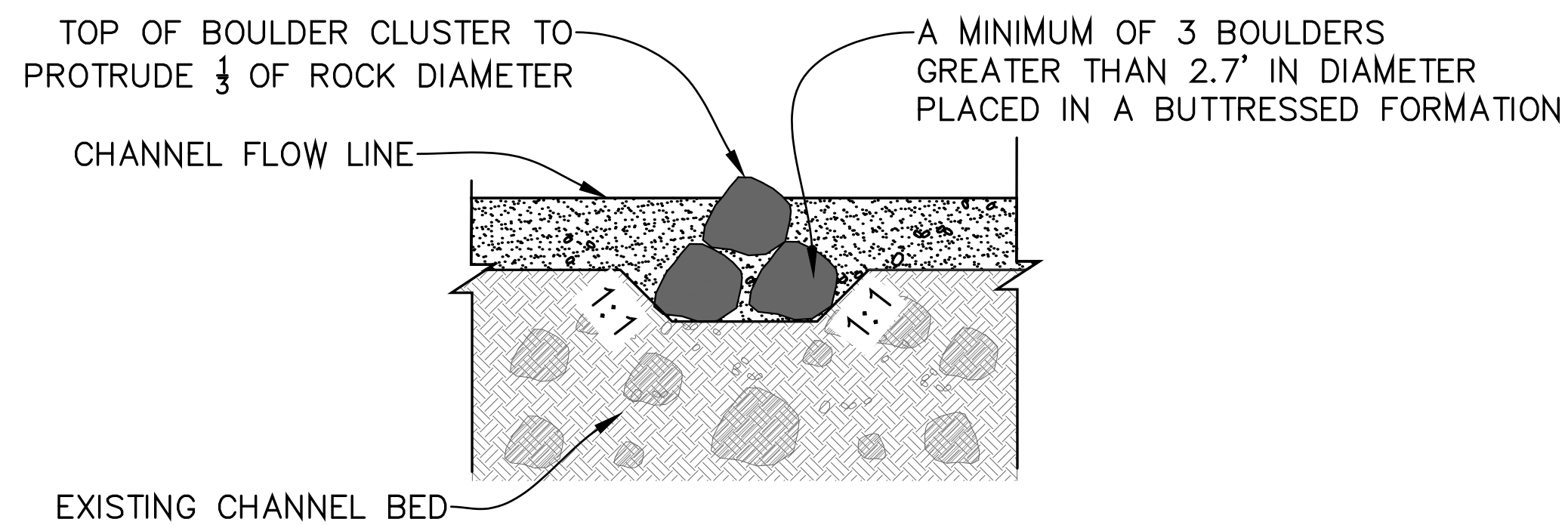
ENGINEERED STREAMBED MATERIAL (ESM)		
ROCK DIAMETER CLASSIFICATION	B-AXIS SIZE RANGE	VOLUME PERCENT OF MIX
D84	2.7-6.8 FT	16
D50	1.1-2.7 FT	34
D16	0.3-1.1 FT	34
D5	0.084-4 IN	11
	< 0.084 IN (NO.8 SEIVE)	5

INCORPORATE STRUCTURAL ROCKS AS NECESSARY INTO LIFTS SUCH THAT THEY PROTRUDE APPROXIMATELY 1/3 OF ROCK DIAMETER ABOVE FG

EXCAVATE AS NECESSARY TO PLACE ROCK AS SHOWN IN PLANS. RE-USE AS MUCH ROCK AS PRACTICABLE.



A 14 TYPICAL ESM LIFT PLACEMENT DETAIL
SCALE: NO SCALE



B 14 TYPICAL BOULDER CLUSTER DETAIL
SCALE: NO SCALE

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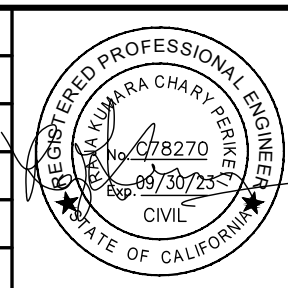
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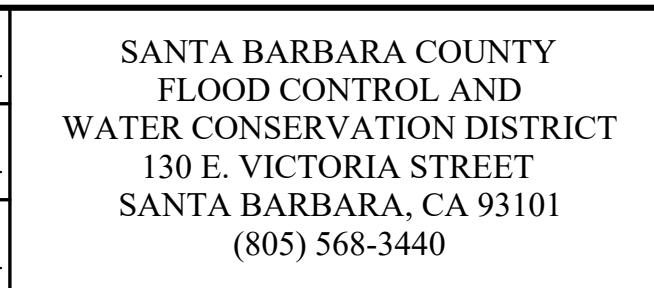


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NO.	DESCRIPTION	DATE	APR
0	READY FOR CONSTRUCTION	01/13/22	RP



DESIGNED BY: <i>[Signature]</i>	01/13/22	REVIEWED BY:	
WRECO	DATE	COUNTY SURVEYOR	DATE
REVIEWED BY:		REVIEWED BY:	
FLOOD CONTROL ENGINEERING MANAGER	DATE	MAINTENANCE SUPERINTENDENT	DATE
REVIEWED BY:		REVIEWED BY:	
FLOOD CONTROL DEPUTY DIRECTOR	DATE	ENVIRONMENTAL SERVICES MANAGER	DATE

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

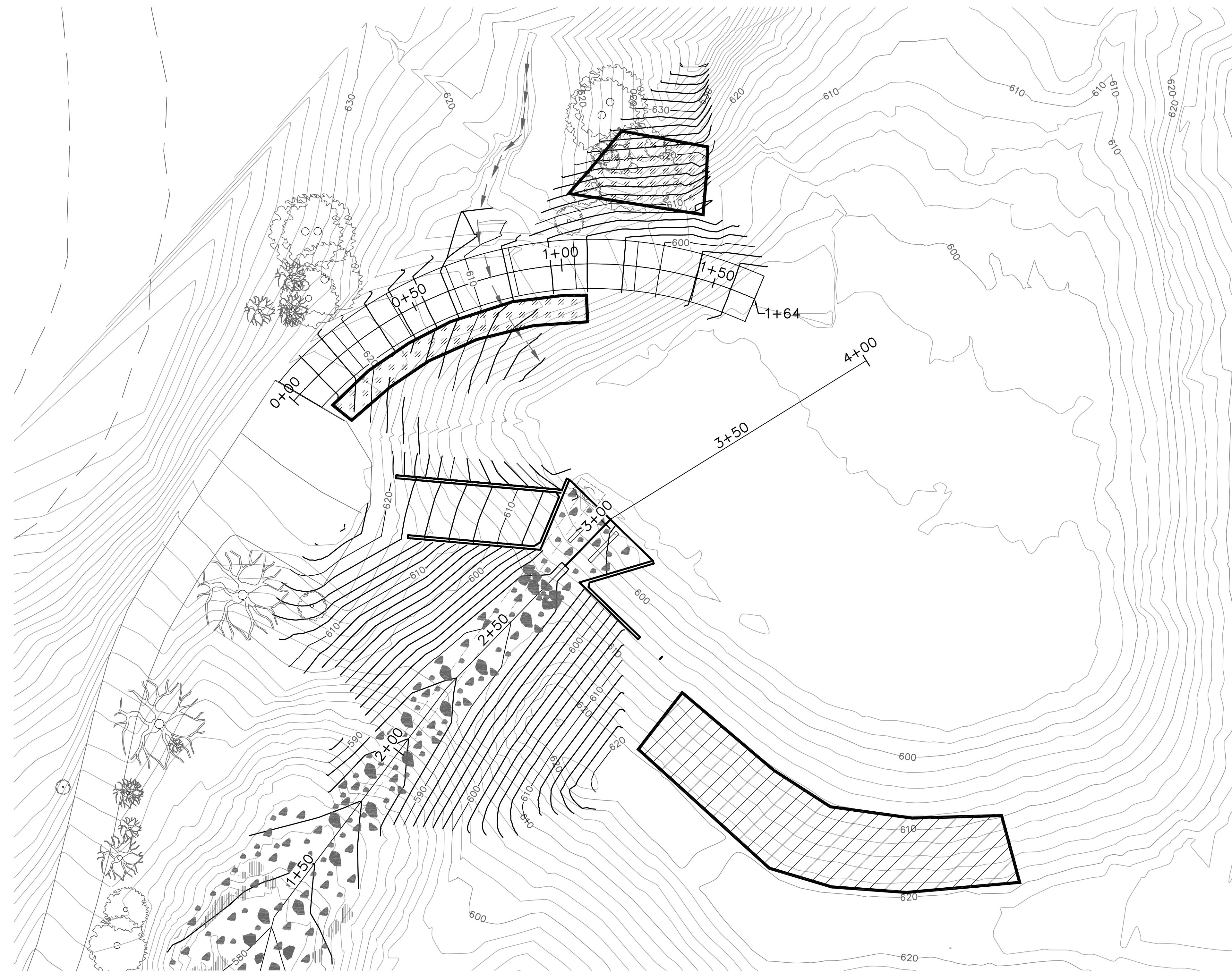


ROMERO CREEK DEBRIS BASIN IMPROVEMENTS PROJECT
AREA OF MONTECITO
SANTA BARBARA COUNTY, CALIFORNIA

ESM ROCK PLACEMENT DETAIL

DESIGNED BY:	AY
DRAWN BY:	MD
CHECKED BY:	HBL

O-1155
SHEET 14 OF 23
Filename: ROMERO Base.dwg



- Zone 1: Oaks and native revegetation
- Zone 2: Low native revegetation

Species	Zone 1 (3000 ft ²)	Zone 2 (1500 ft ²)	Total (4500 ft ²)
Coast live oak	70		70
Sycamore	5		5
Toyon	5		5
Mugwort	10	20	30
Black sage	10	10	20
Canyon sunflower	10	10	20
Coyotebrush	10	10	20
California sagebrush	10	10	20
Deerweed	5	10	15
Blackberry	15	20	35
Deergrass	5	10	15
TOTAL	155	100	255

GENERAL NOTES

1. Plants are being grown at Santa Barbara Natives nursery under separate contract.
2. Revegetation contractor will arrange for pickup and delivery of approximately 255 plants from the nursery to the job site.
3. Plant installation should occur between October 15th and December 1st.
4. Planting area encompasses 4500 square feet (see figure).
5. All plants will be 1-gallon containers except sycamore (may be larger 5 to 15-gallon containers) and oaks may be 4" sleeve containers.
6. Install plants in mixed distribution per field direction by the District.
7. Dig planting pit 2x wide and deep enough to bury entire container contents 2-inches below grade.
8. Provide soil amendment to each planting pit.
9. Backfill each planting pit and form a mound of soil around each plant to form a watering basin.
10. Provide initial watering after install, enough to deliver 5 gallons of water to each plant within 24 hours of installation of plants.
11. Remove weeds from each planting basin.
12. Mulch each planting basin to depth of 3-inches.
13. Plants to be provided with initial watering of 5 gallons per plant within 24 hours of installation.
14. Plants to be watered once per week until all plant installation is completed.
15. Water is not available onsite; contractor to deliver water to the site via water truck sourced by the contractor.

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

CONTRACTOR'S LICENSE: THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE" ADVERTISING FOR BIDS.

PLAN
SCALE: 1" = 20'



ALL UNDERGROUND UTILITIES SHOWN ARE PLOTTED BASED ON INFORMATION PROVIDED BY OTHERS, AND ARE APPROXIMATE. OVERHEAD UTILITIES ARE NOT SHOWN.

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

REVISIONS			
NO.	DESCRIPTION	DATE	APR
0	READY FOR CONSTRUCTION	1/13/2022	AR

REVIEWED BY	
ENVIRONMENTAL SERVICES MANAGER	DATE

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



**ROMERO CREEK DEBRIS
BASIN IMPROVEMENTS PROJECT**
AREA OF MONTECITO
SANTA BARBARA COUNTY, CALIFORNIA

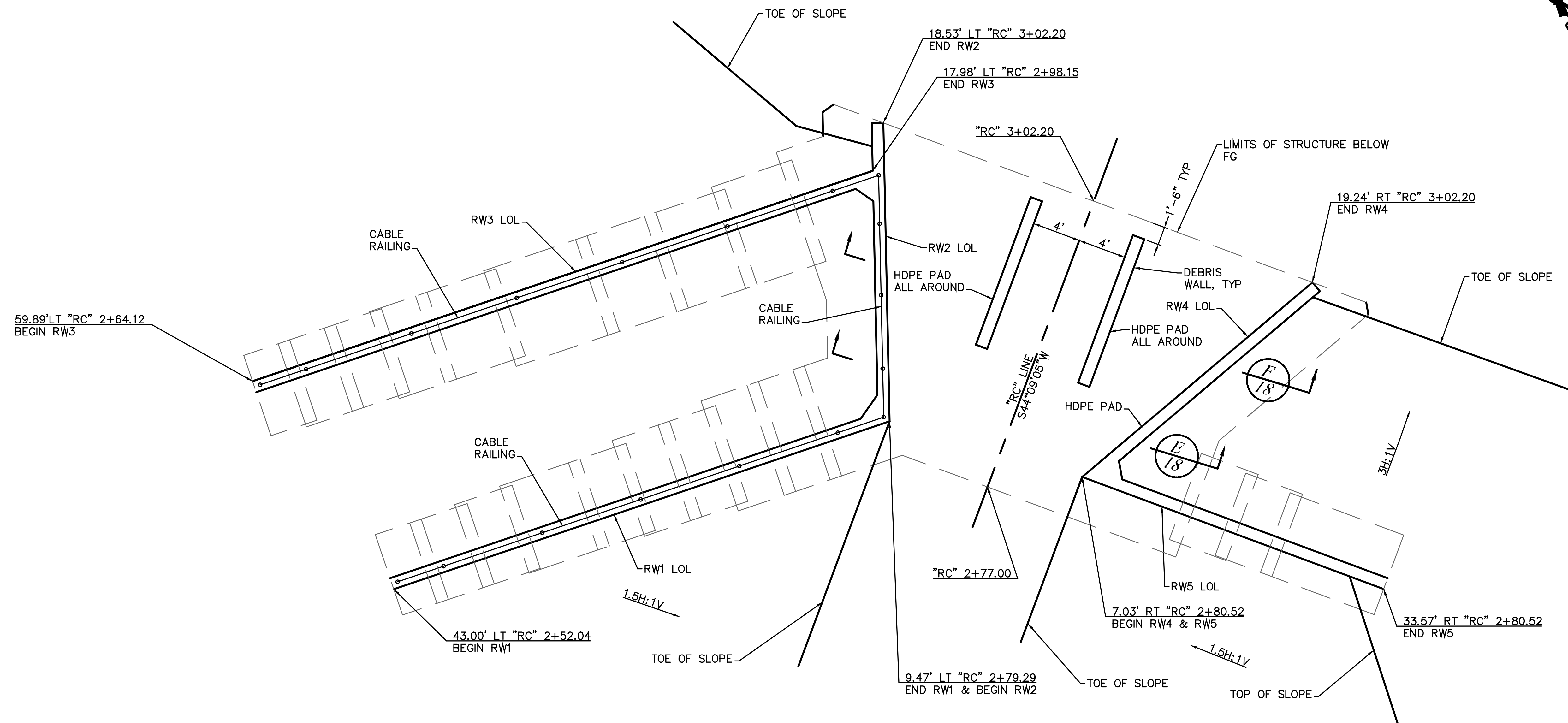
**PLANTING
PLAN**

DESIGNED BY:	AR
DRAWN BY:	MD/JM
CHECKED BY:	AR

O-1155

SHEET 15 OF 23

Filename: ROMERO PlantingPlan.dwg



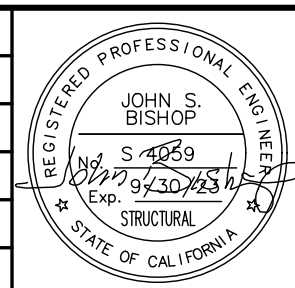
PLAN
SCALE: 1" = 5'

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IN THE "NOTICE" ADVERTISING FOR BIDS.



REVISIONS			
NO.	DESCRIPTION	DATE	APR
0	READY FOR CONSTRUCTION	01/13/22	JB



DESIGNED BY: *John Bishop* 01/13/22
BISHOP ENGINEERING, LLC DATE
REVIEWED BY: DATE
FLOOD CONTROL ENGINEERING MANAGER DATE
REVIEWED BY: DATE
FLOOD CONTROL DEPUTY DIRECTOR DATE

REVIEWED BY: DATE
COUNTY SURVEYOR DATE
REVIEWED BY: DATE
MAINTENANCE SUPERINTENDENT DATE
REVIEWED BY: DATE
ENVIRONMENTAL SERVICES MANAGER DATE

SANTA BARBARA COUNTY
FLOOD CONTROL AND
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130 E. VICTORIA STREET
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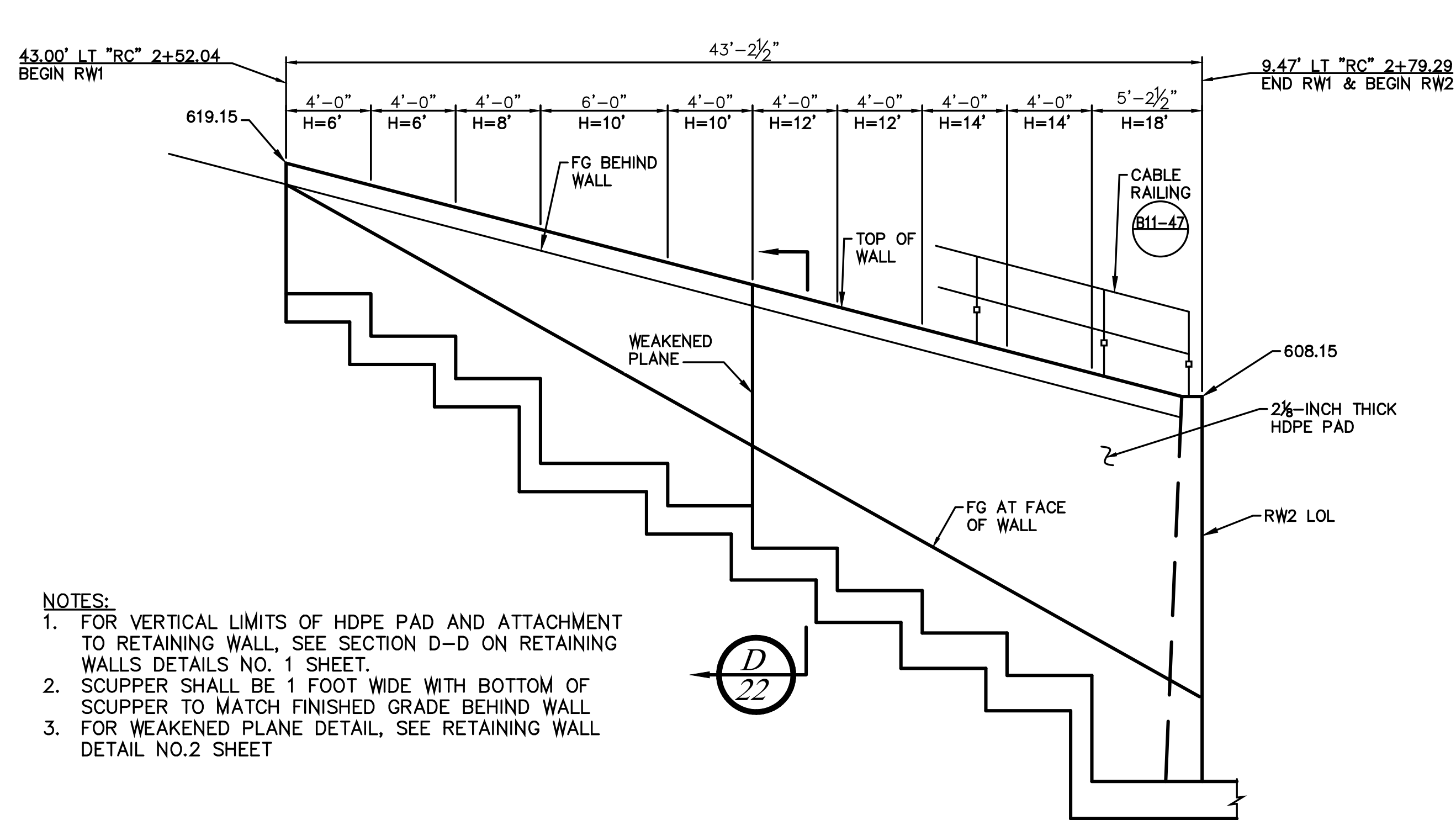


ROMERO CREEK DEBRIS
BASIN IMPROVEMENTS PROJECT
AREA OF MONTECITO
SANTA BARBARA COUNTY, CALIFORNIA

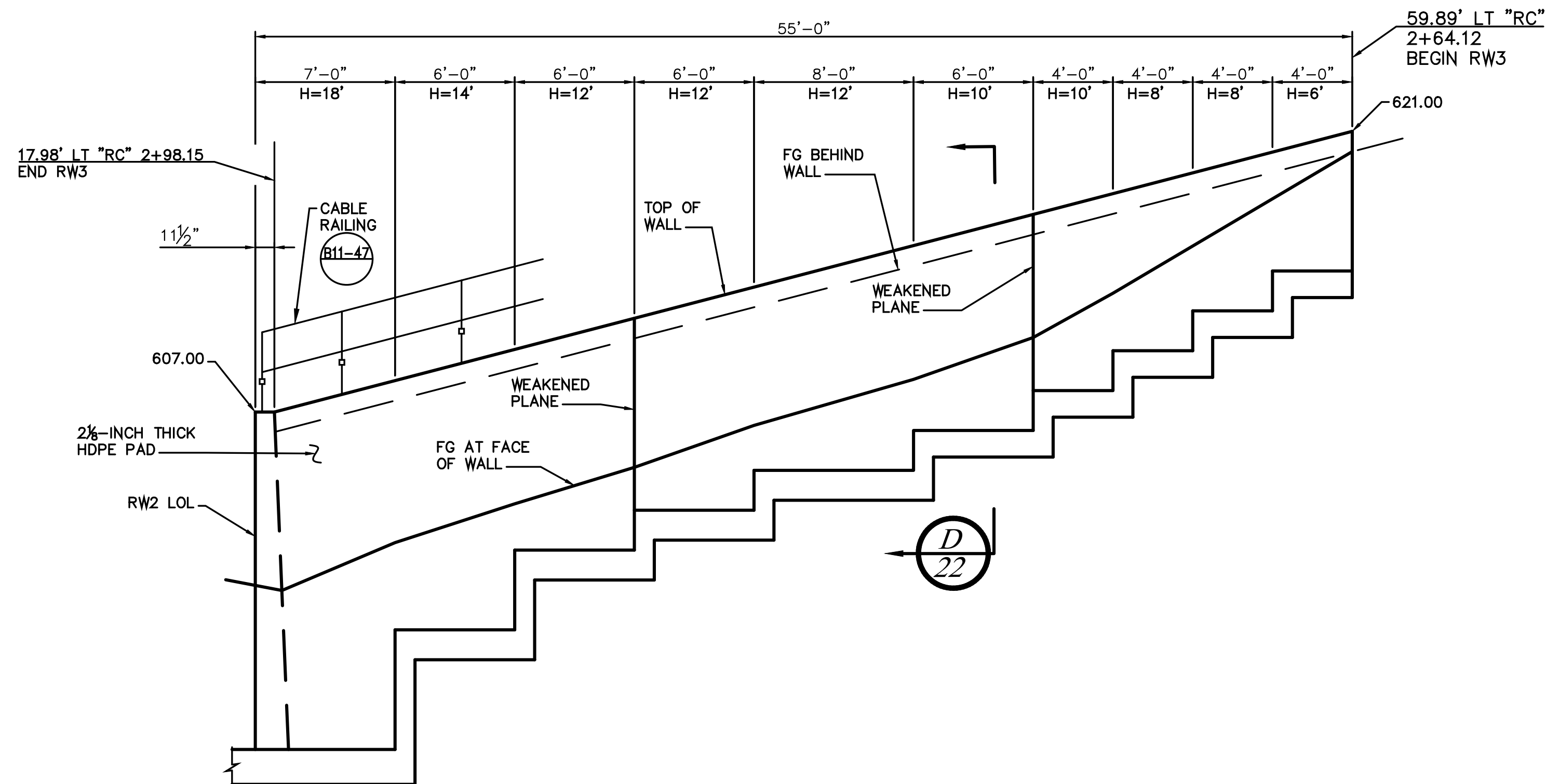
**OUTLET STRUCTURE
PLAN**

DESIGNED BY: JB
DRAWN BY: RC
CHECKED BY: JB

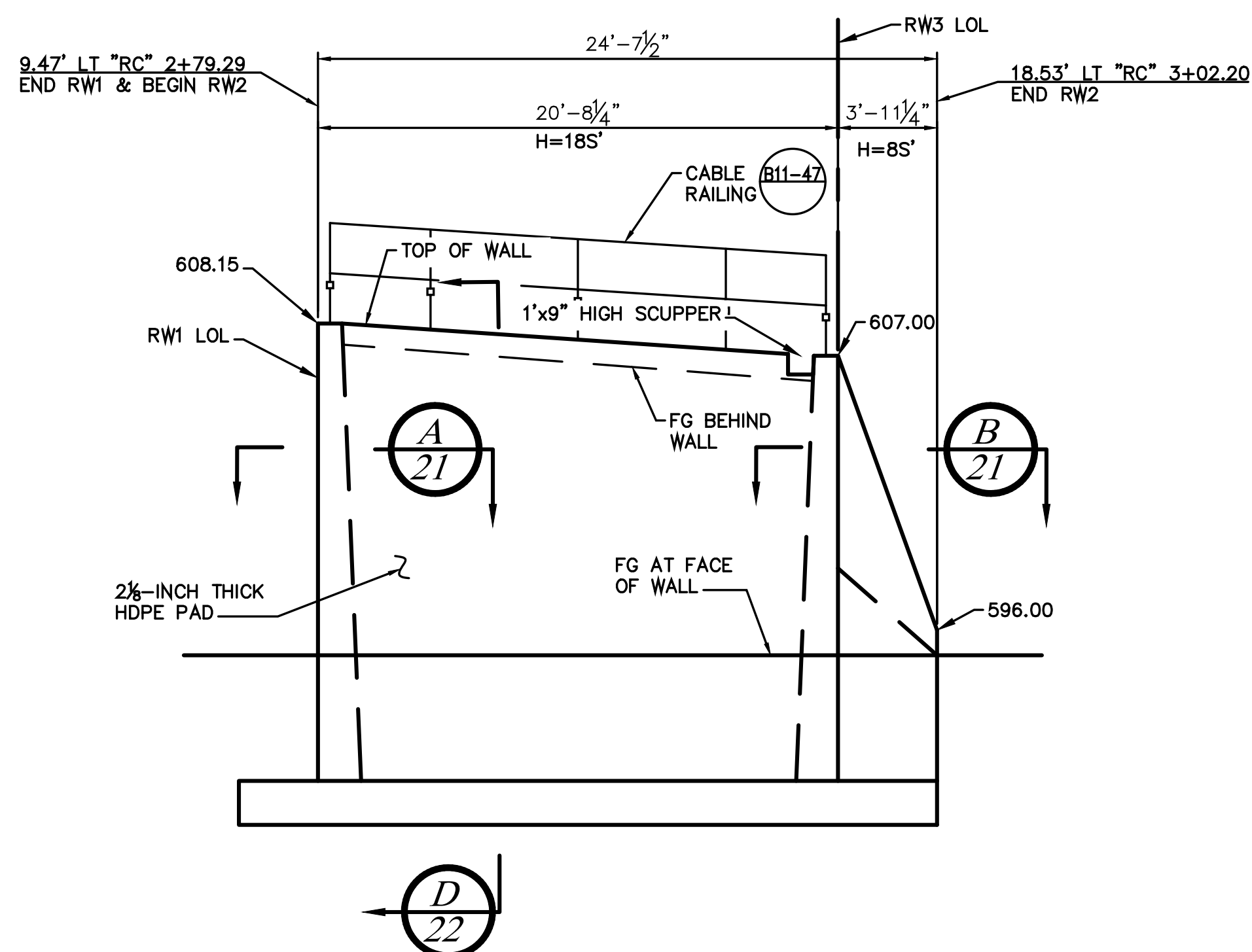
O-1155
SHEET 16 OF 23
Filename: ROMERO_STRUCTURE.DWG



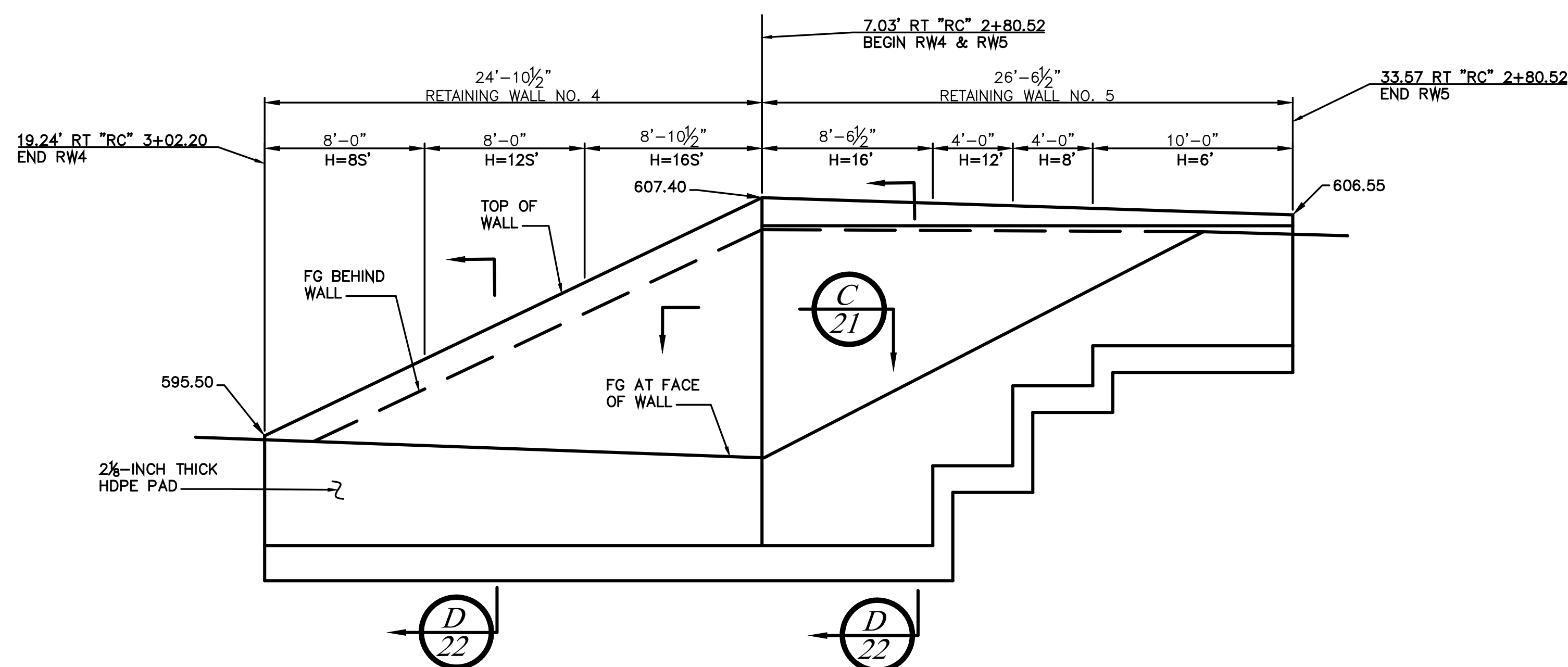
RETAINING WALL NO. 1 ELEVATION
SCALE: 1" = 5'



RETAINING WALL NO. 3 ELEVATION
SCALE: 1" = 5'



RETAINING WALL NO. 2 ELEVATION
SCALE: 1" = 5'



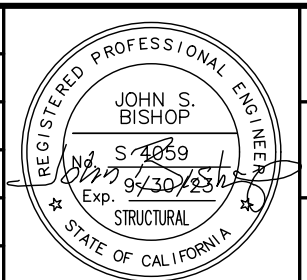
RETAINING WALL NO. 4 & 5 ELEVATION
SCALE: 1" = 5'

- NOTES:**
1. FOR VERTICAL LIMITS OF HDPE PAD AND ATTACHMENT TO RETAINING WALL, SEE SECTION D-D ON RETAINING WALLS DETAILS NO. 1 SHEET.
 2. SCUPPER SHALL BE 1 FOOT WIDE WITH BOTTOM OF SCUPPER TO MATCH FINISHED GRADE BEHIND WALL.
 3. FOR WEAKENED PLANE DETAIL, SEE RETAINING WALL DETAIL NO.2 SHEET

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NO.	DESCRIPTION	DATE	APR
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DESIGNED BY: *John Bishop* 01/13/22
BISHOP ENGINEERING, LLC
REVIEWED BY: _____ DATE: _____
FLOOD CONTROL ENGINEERING MANAGER DATE: _____
REVIEWED BY: _____ DATE: _____
FLOOD CONTROL DEPUTY DIRECTOR DATE: _____

REVIEWED BY: _____ DATE: _____
COUNTY SURVEYOR DATE: _____
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SANTA BARBARA COUNTY
FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
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SANTA BARBARA, CA 93101
(805) 568-3440



ROMERO CREEK DEBRIS
BASIN IMPROVEMENTS PROJECT
AREA OF MONTECITO
SANTA BARBARA COUNTY, CALIFORNIA

**OUTLET STRUCTURE
ELEVATIONS**

DESIGNED BY: JB
DRAWN BY: RC
CHECKED BY: JB



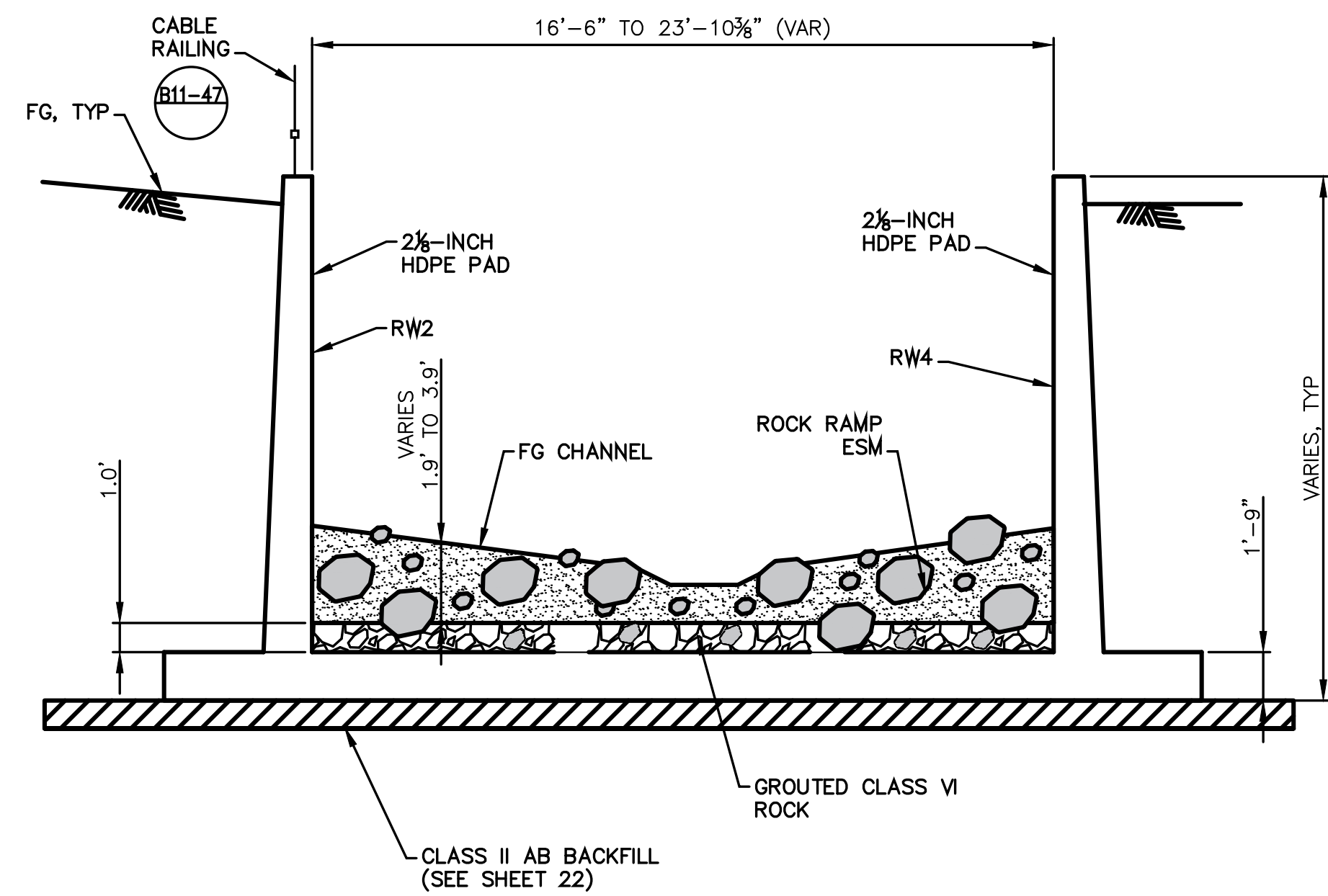
O-1155

SHEET 17 OF 23

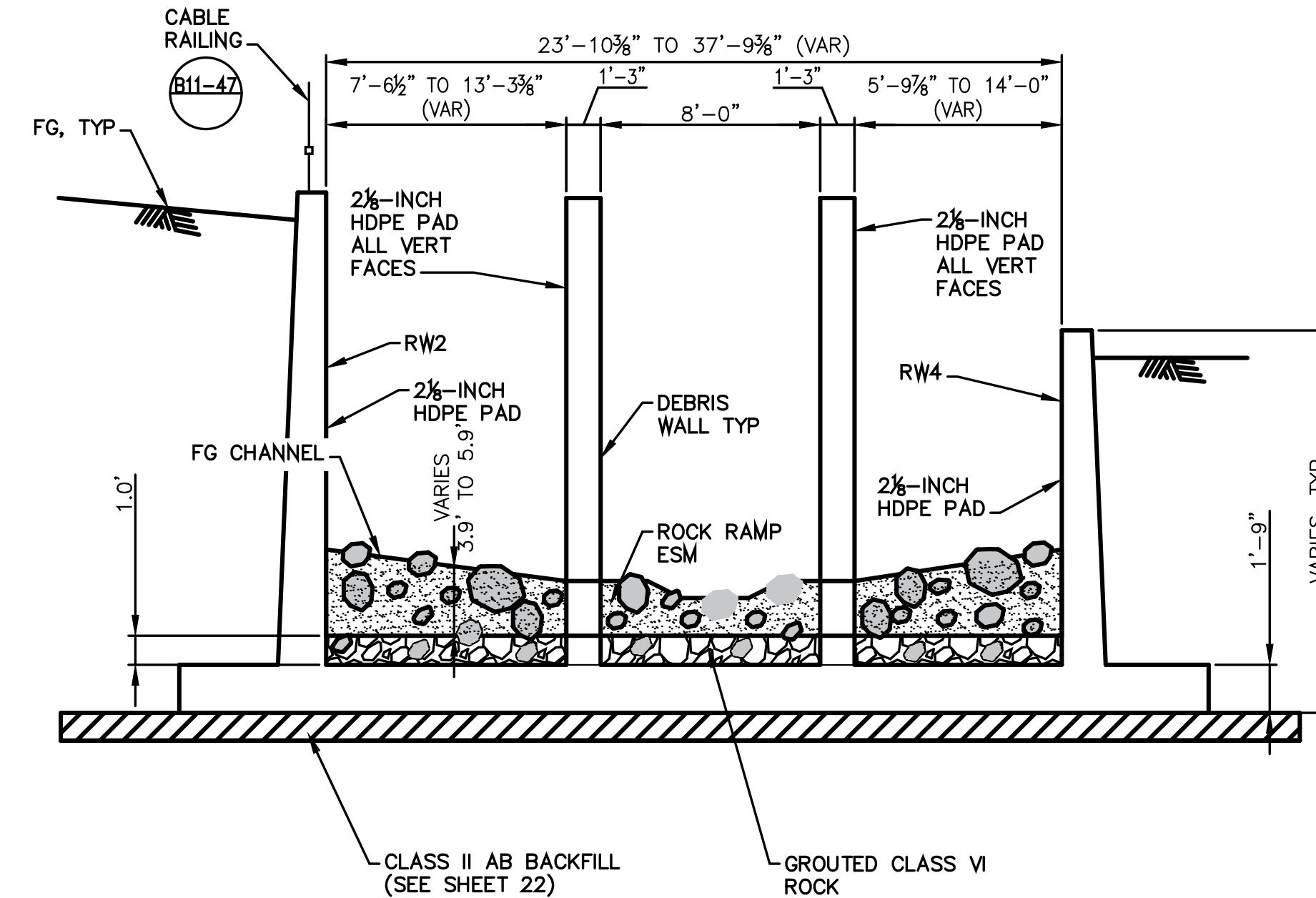
Filename: ROMERO_STRUCTURE.DWG

NOTES:

- FOR HDPE PAD ATTACHMENT TO RETAINING WALLS, SEE "HDPE PAD ANCHORING TO RETAINING WALL" DETAIL ON RETAINING WALL DETAILS NO. 1 SHEET.
- FOR HDPE PAD ATTACHMENT TO DEBRIS WALL, SEE "HDPE PAD ANCHORING TO DEBRIS WALL" DETAIL ON OUTLET STRUCTURE DETAILS SHEET.



E CONTROL STRUCTURE TYPICAL SECTION
 18 "RC" 2+77.00 TO "RC" 2+87.67
 SCALE: 1" = 5'

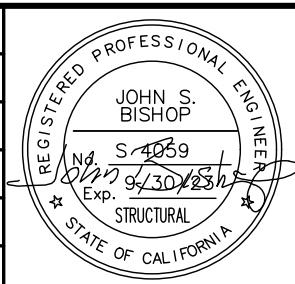


F CONTROL STRUCTURE TYPICAL SECTION
 18 "RC" 2+87.67 TO "RC" 3+02.20
 SCALE: 1" = 5'

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REVISIONS			
NO.	DESCRIPTION	DATE	APR
0	READY FOR CONSTRUCTION	01/13/22	JB



DESIGNED BY: <i>John Bishop</i>	01/13/22	REVIEWED BY:	
BISHOP ENGINEERING, LLC	DATE	COUNTY SURVEYOR	DATE
REVIEWED BY:		REVIEWED BY:	
FLOOD CONTROL ENGINEERING MANAGER	DATE	MAINTENANCE SUPERINTENDENT	DATE
REVIEWED BY:		REVIEWED BY:	
FLOOD CONTROL DEPUTY DIRECTOR	DATE	ENVIRONMENTAL SERVICES MANAGER	DATE

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



ROMERO CREEK DEBRIS
 BASIN IMPROVEMENTS PROJECT
 AREA OF MONTECITO
 SANTA BARBARA COUNTY, CALIFORNIA

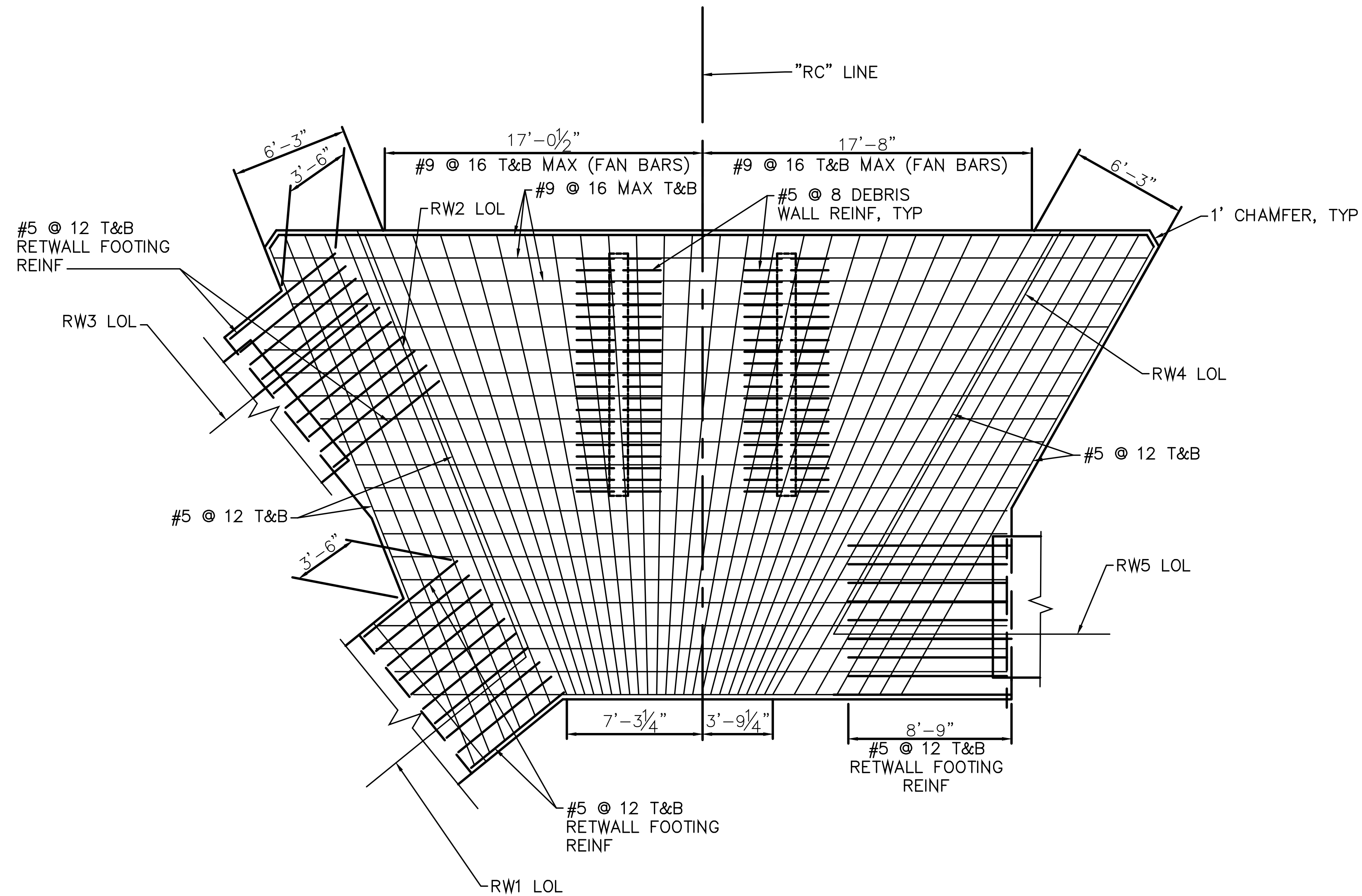
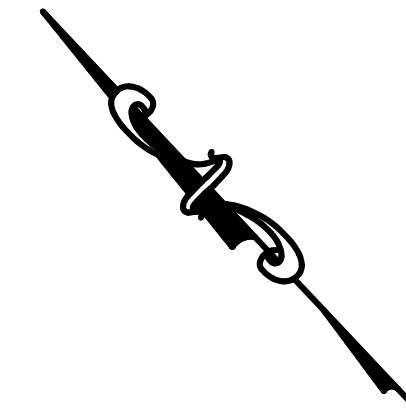
**OUTLET STRUCTURE
 TYPICAL SECTIONS**

DESIGNED BY:	JB
DRAWN BY:	RC
CHECKED BY:	JB

O-1155
 SHEET 18 OF 23
 Filename: ROMERO STRUCTURE.DWG

NOTES:

1. TRANSVERSE RETAINING WALL FOOTING REINFORCING INCLUDING #5 @ 12, HORIZONTAL LEGS OF C BARS, AND Ⓞ BARS NOT SHOWN FOR CLARITY.



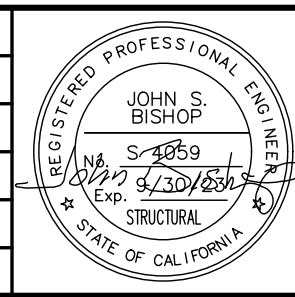
PLAN
SCALE: 1" = 4'

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SANTA BARBARA COUNTY
FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
130 E. VICTORIA STREET
SANTA BARBARA, CA 93101
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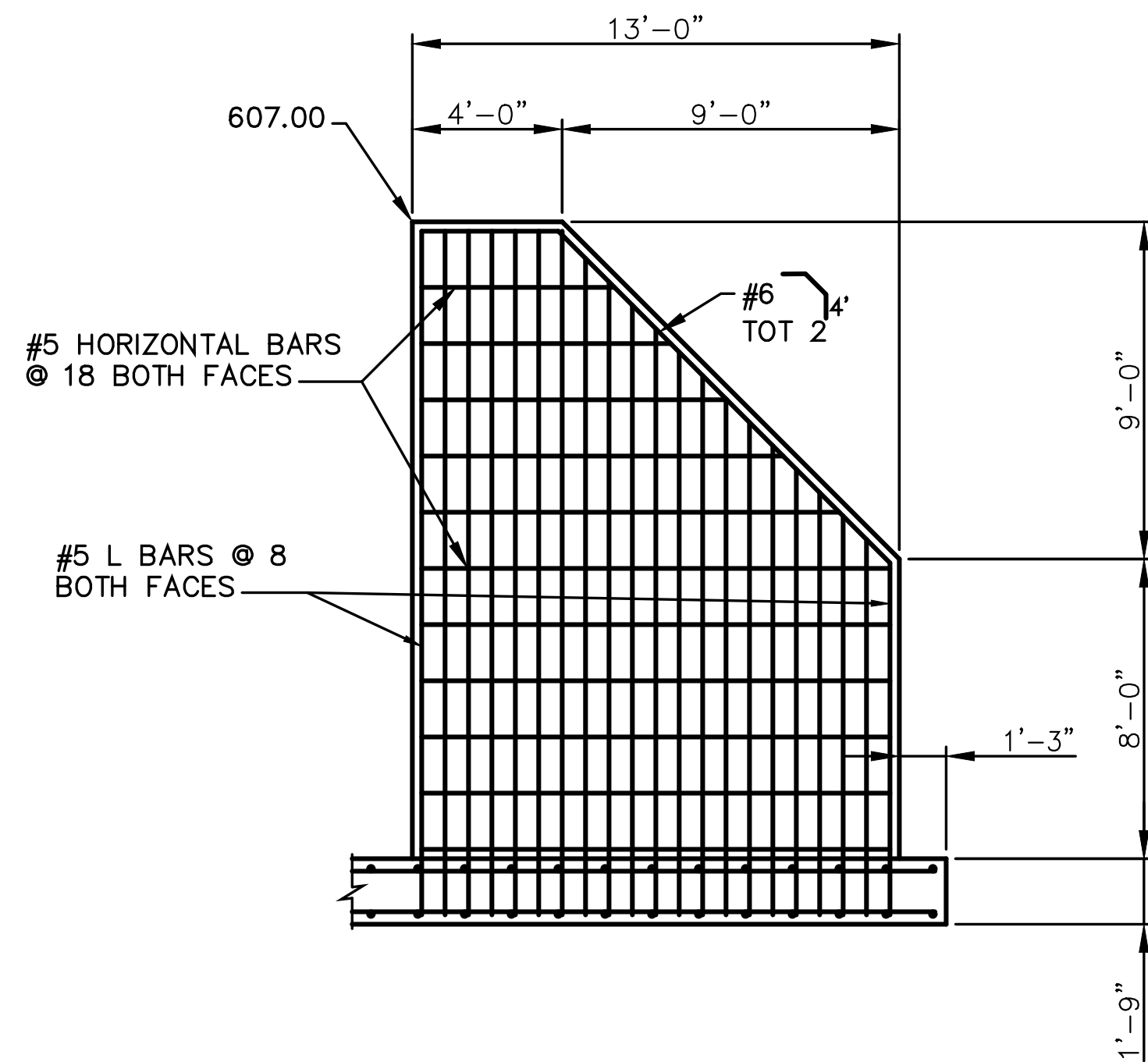


ROMERO CREEK DEBRIS
BASIN IMPROVEMENTS PROJECT
AREA OF MONTECITO
SANTA BARBARA COUNTY, CALIFORNIA

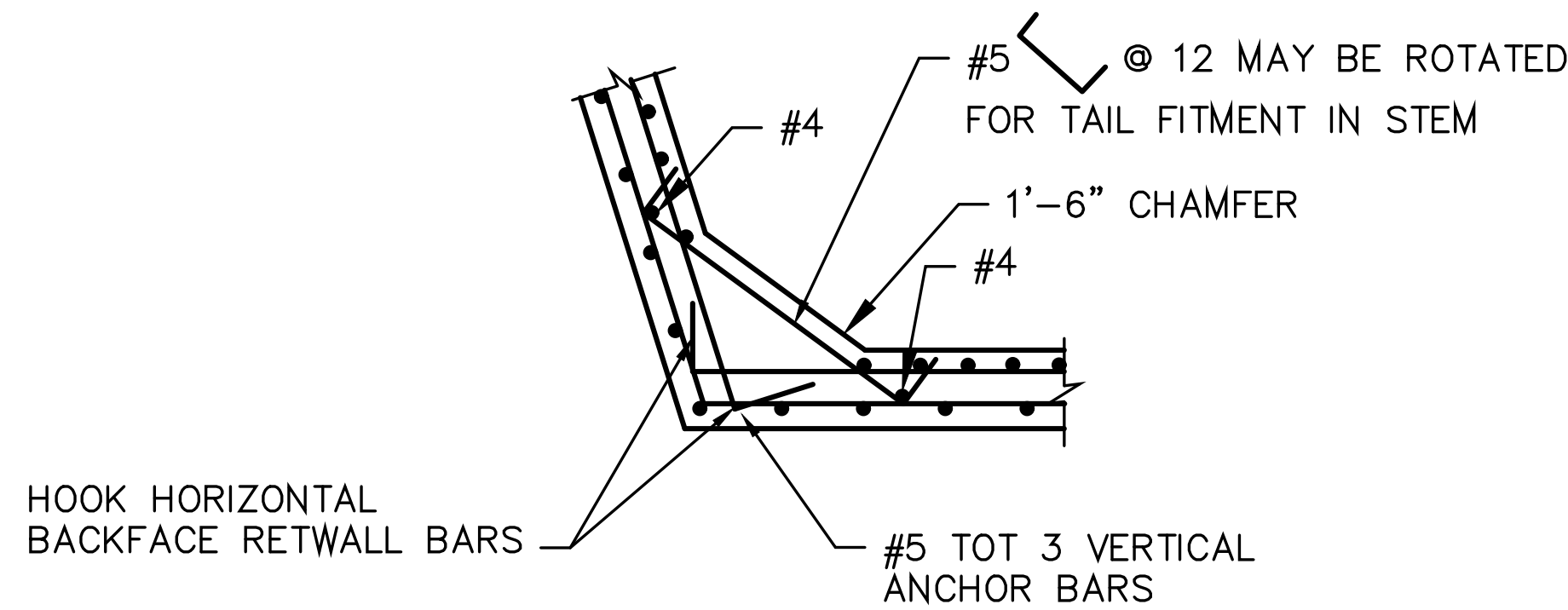
SLAB REINFORCING PLAN

DESIGNED BY:	JB
DRAWN BY:	RC
CHECKED BY:	JB

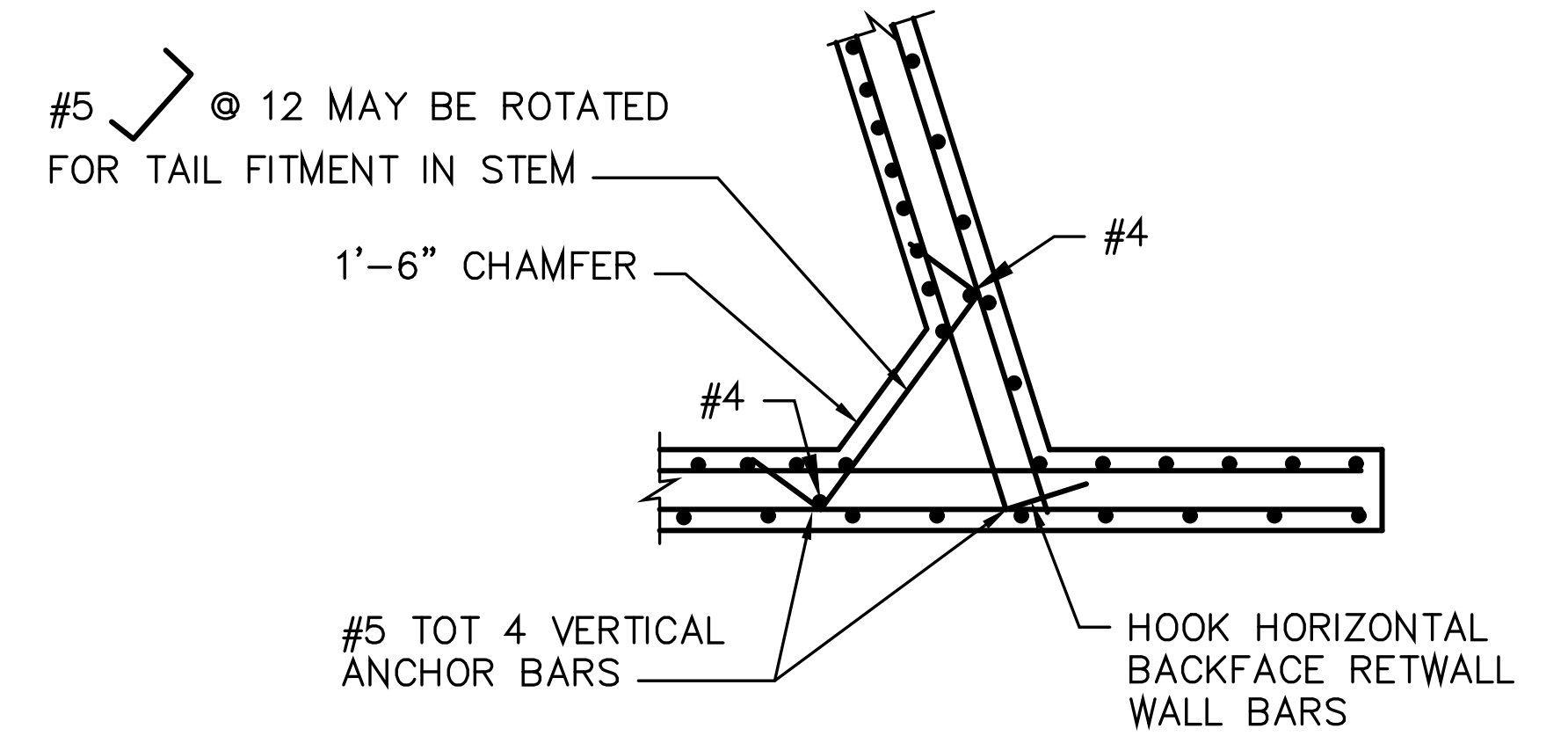
O-1155
SHEET 20 OF 23
Filename: ROMERO STRUCTURE.DWG



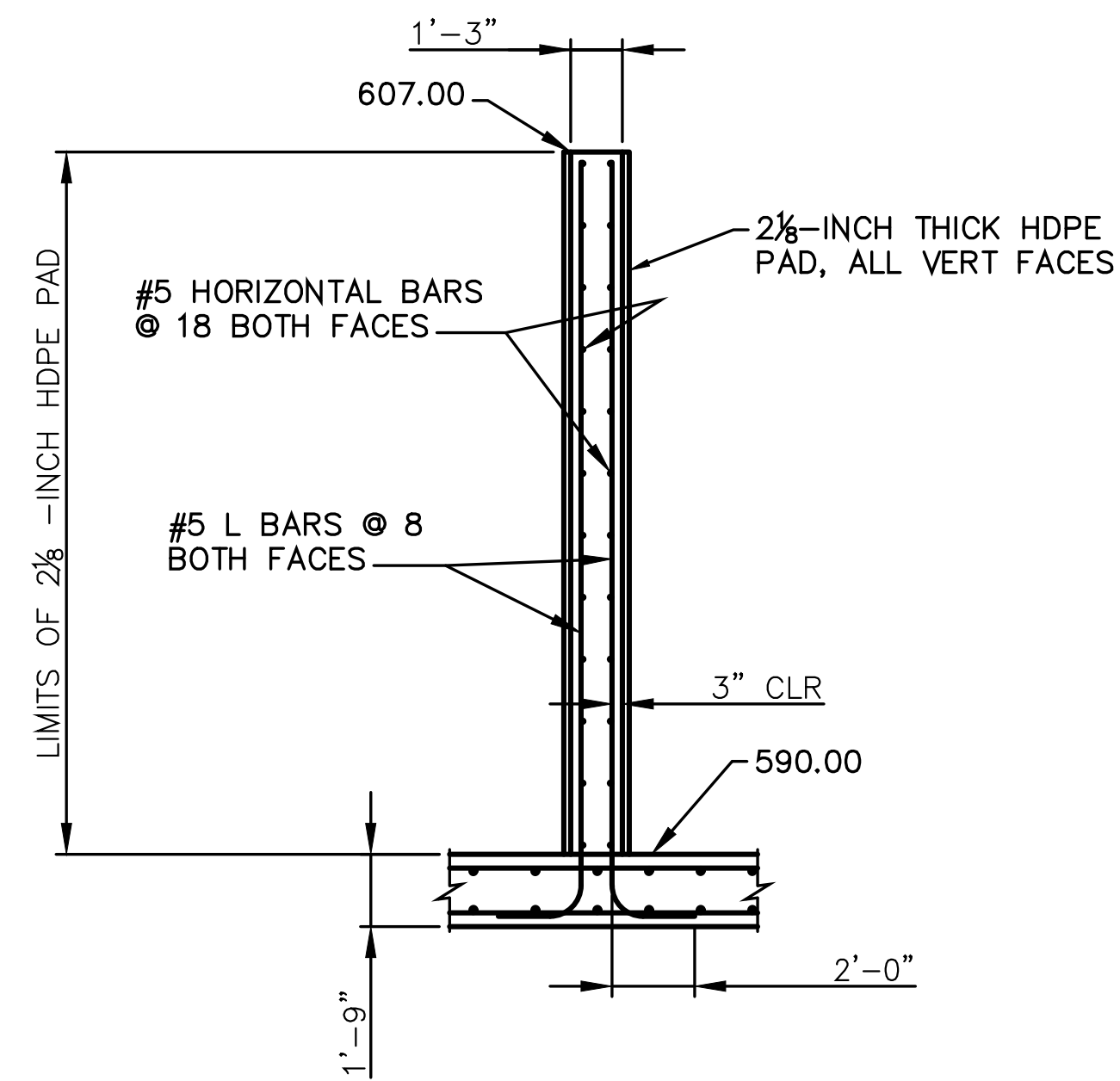
DEBRIS WALL ELEVATION
SCALE: 1"=4'



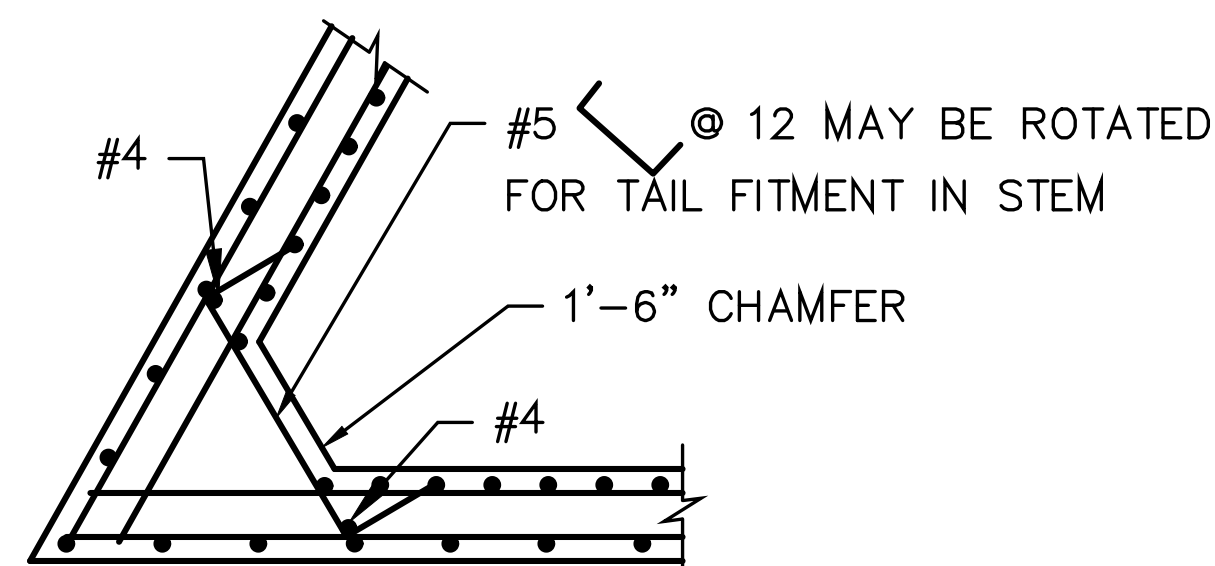
DETAIL A
SCALE: 1"=2'



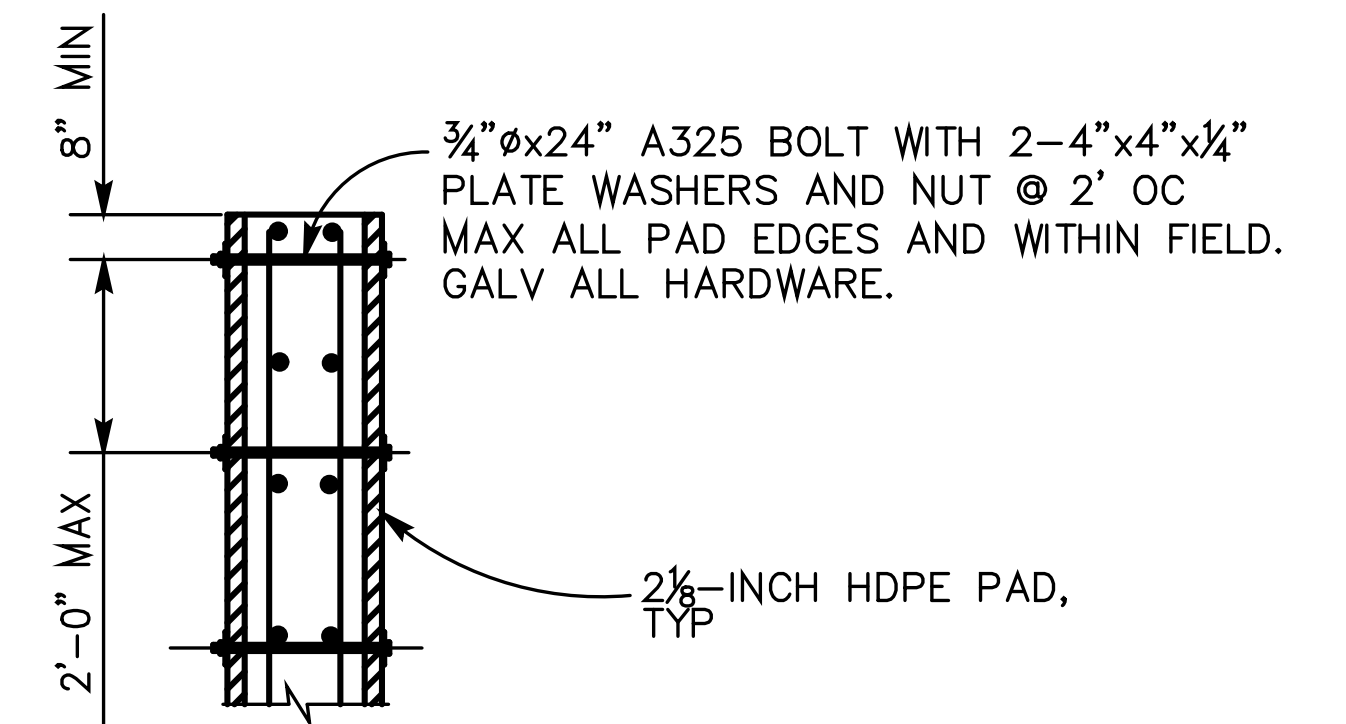
DETAIL B
SCALE: 1"=2'



DEBRIS WALL SECTION
SCALE: 1"=4'



DETAIL C
SCALE: 1"=2'

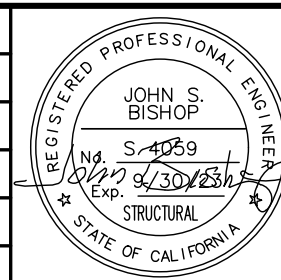


HDPE PAD ANCHORING TO DEBRIS WALL
SCALE: 1"=2'

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ROMERO CREEK DEBRIS
BASIN IMPROVEMENTS PROJECT
AREA OF MONTECITO
SANTA BARBARA COUNTY, CALIFORNIA

**OUTLET STRUCTURE
DETAILS**

DESIGNED BY:	JB
DRAWN BY:	RC
CHECKED BY:	JB



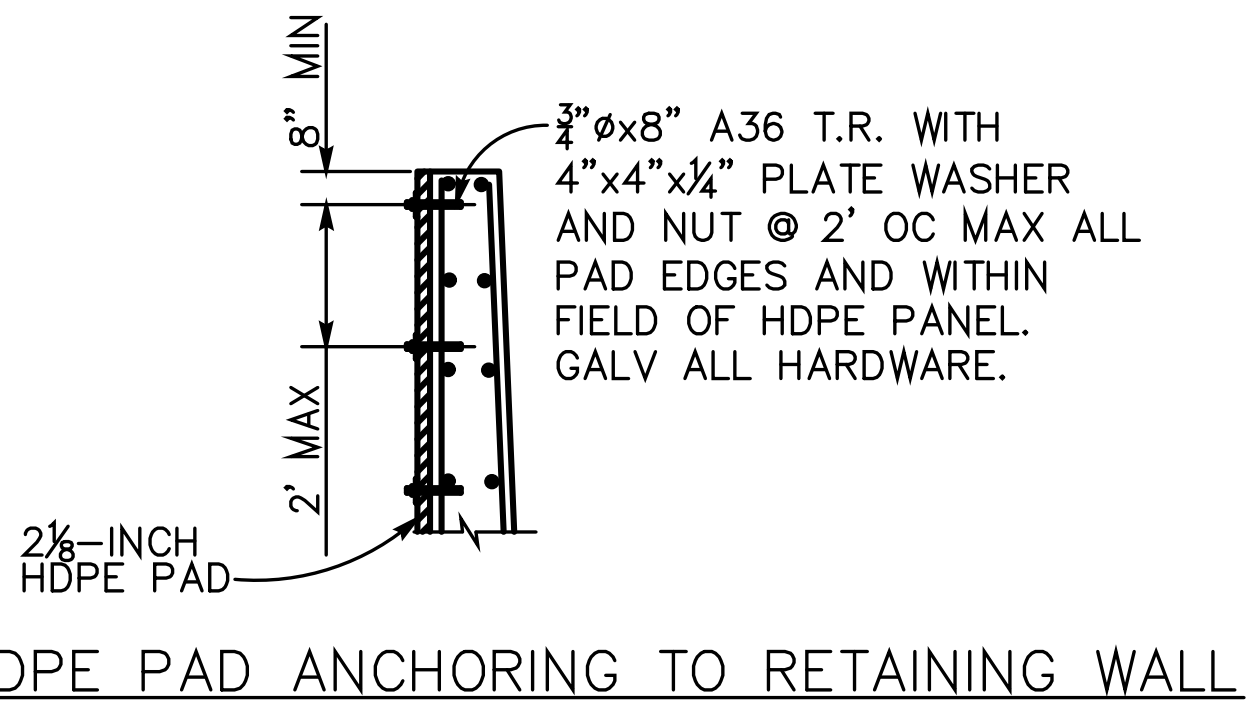
O-1155

SHEET 21 OF 23

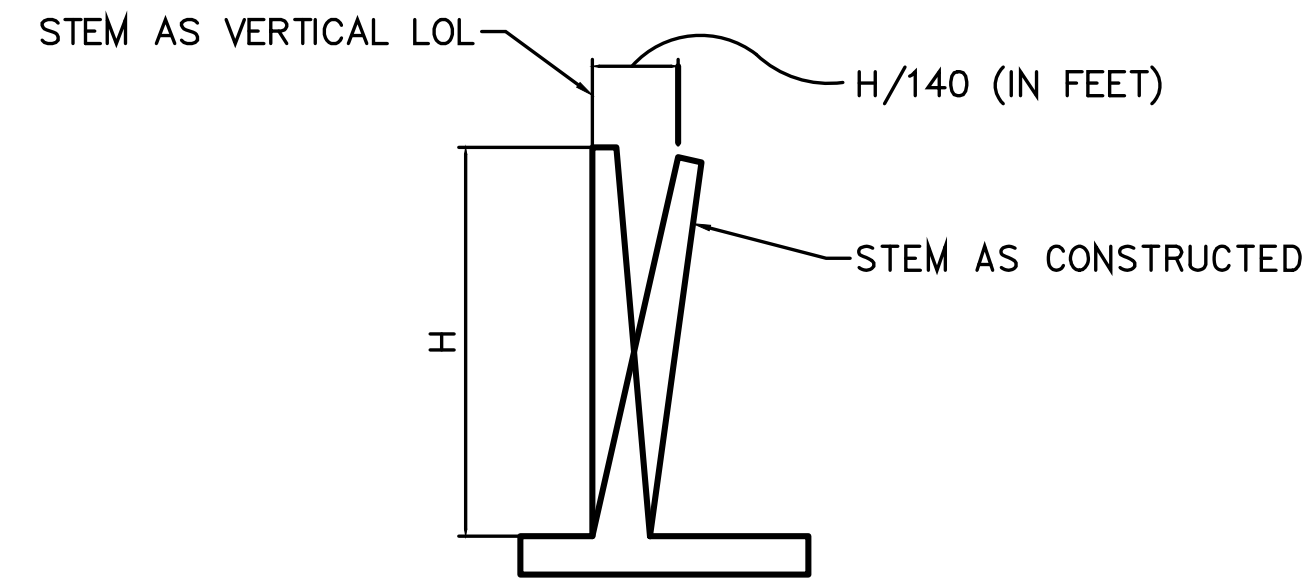
Filename: ROMERO_STRUCTURE.DWG

NOTES:

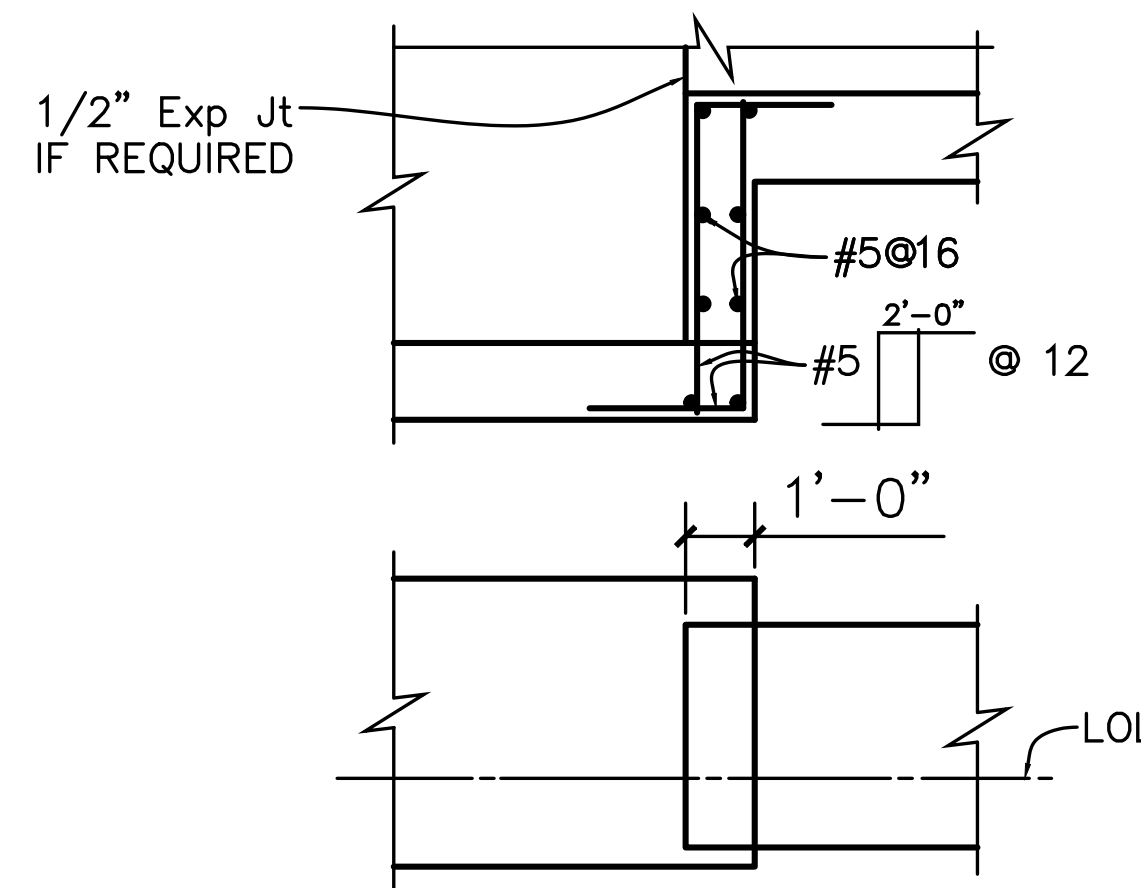
1. AT \odot BARS: $H \leq 6'$, NO SPLICES ARE ALLOWED WITHIN 1'-8" ABOVE THE TOP OF FOOTING. $H > 6'$, NO SPLICES ARE ALLOWED WITHIN $H/4$ ABOVE THE TOP OF FOOTING.
2. PROVIDE #6 @ 8" \odot BARS IN ADDITION TO TABULATED \odot BARS OVER A DISTANCE OF 8'-0" MEASURED FROM BEGIN WALL AND END WALL LOCATION.
3. HORIZONTAL LEGS OF \odot BARS IN WALL HEIGHTS 8S', 12S', 16S' AND 18S' SHALL BE PLACED PARALLEL WITH #9 @ 15 IN MAIN SLAB.



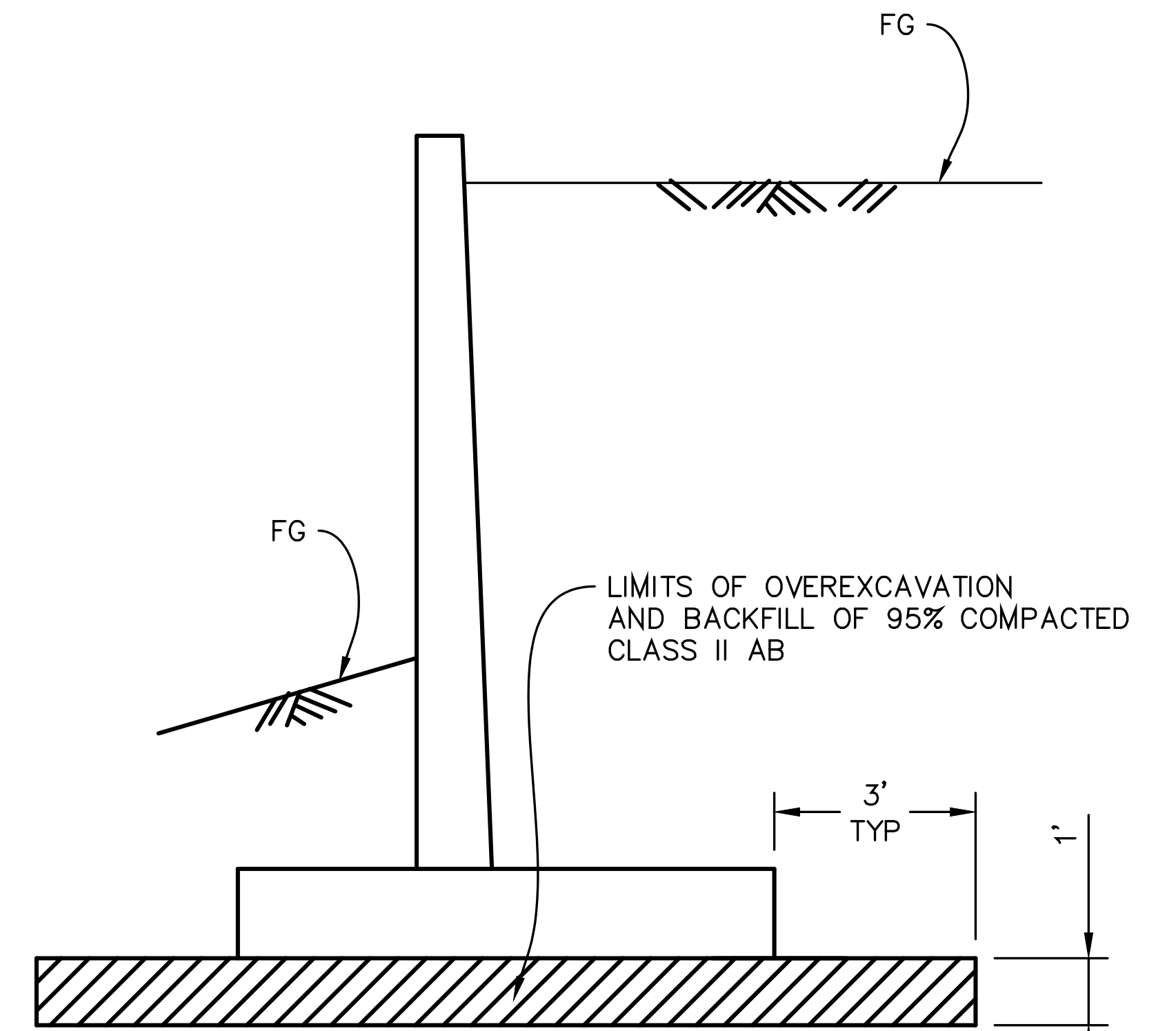
HDPE PAD ANCHORING TO RETAINING WALL



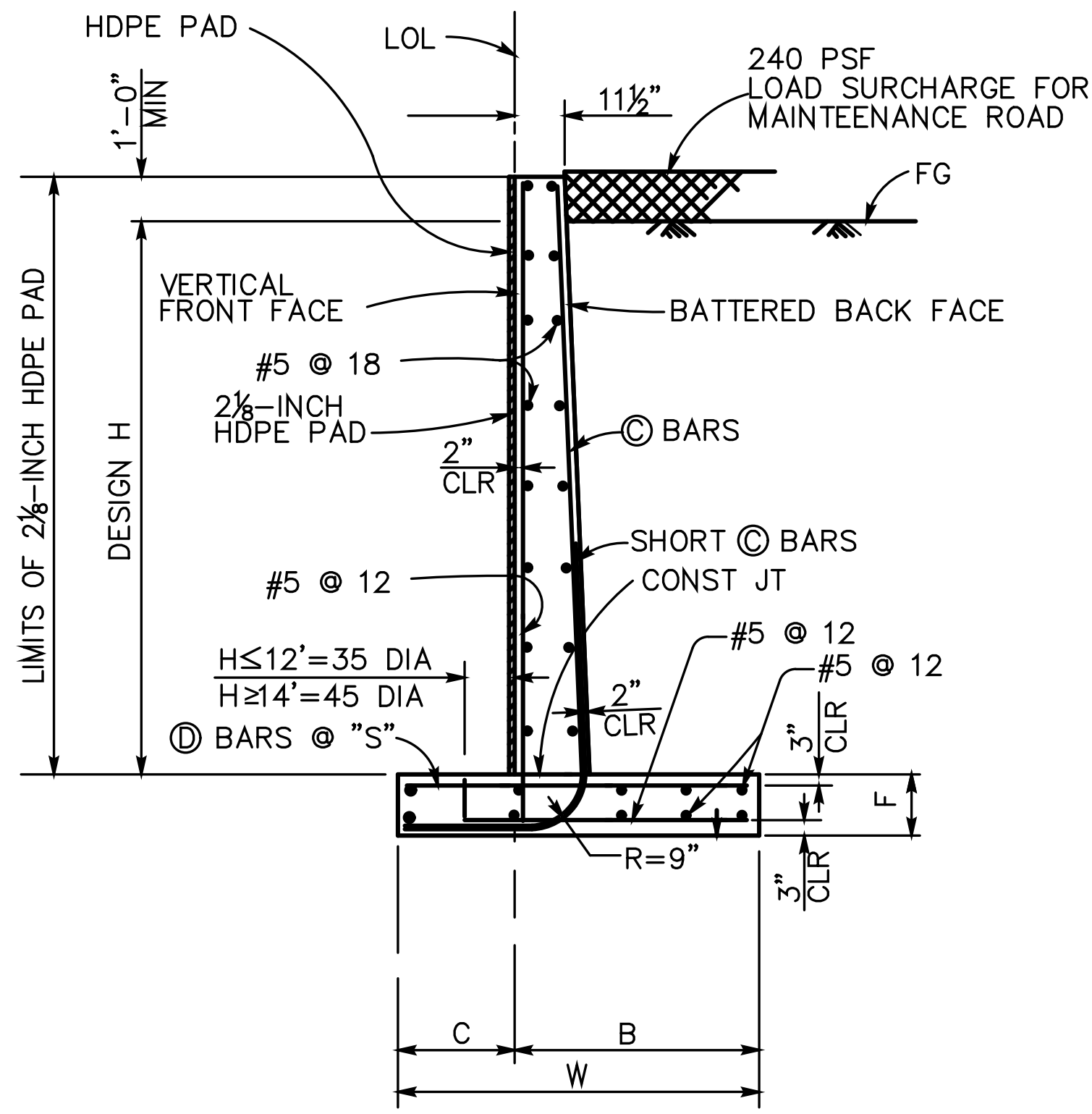
APPROXIMATE WALL OFFSET VALUES



FOOTING STEP

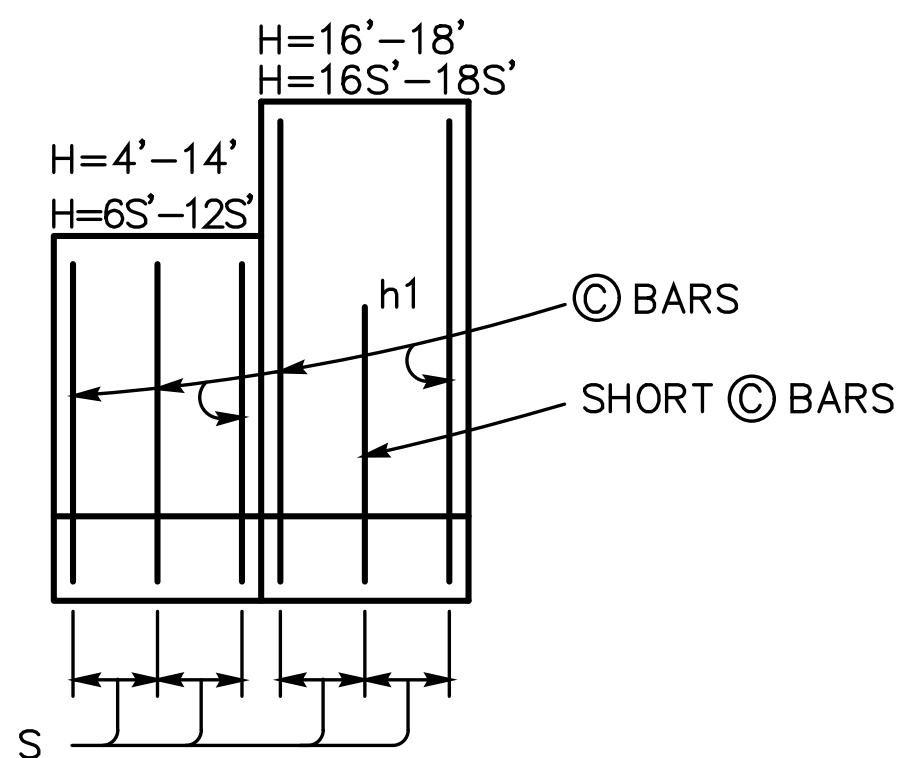


RETAINING WALL OVEREXCAVATION LIMITS



D SECTION
22

PLACE CONCRETE IN TOE AGAINST UNDISTURBED MATERIAL, EXCEPT AS PERMITTED BY THE ENGINEER.



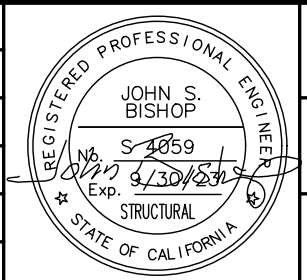
ELEVATION

TABLE OF REINFORCING STEEL, DIMENSIONS AND DATA

DESIGN H	4'	6'	8'	10'	12'	14'	16'	18'	8S'	12S'	16S'	18S'
W	6'-10"	7'-0"	7'-3"	7'-7"	8'-4"	9'-7"	10'-9"	12'-0"	SEE FOOTING REINFORCING PLAN			
C	2'-2"	2'-3"	2'-3"	2'-4"	2'-6"	3'-0"	3'-6"	4'-0"	SEE FOOTING REINFORCING PLAN			
B	4'-8"	4'-9"	5'-0"	5'-3"	5'-10"	6'-7"	7'-3"	8'-0"	SEE FOOTING REINFORCING PLAN			
F	1'-4"	1'-4"	1'-4"	1'-4"	1'-6"	1'-8"	1'-9"	1'-9"	1'-9"	1'-9"	1'-9"	1'-9"
BATTER	1/2:12	1/2:12	1/2:12	1/2:12	1/2:12	1/2:12	1/2:12	1/2:12	1/2:12	1/2:12	1/2:12	1/2:12
SPACING "S"	9"	9"	9"	9"	9"	7"	6"	5"	9"	7"	6"	5"
C BARS	#6	#6	#6	#6	#6	#6	#7	#7	#6	#6	#7	#7
D BARS	#5	#5	#6	#6	#6	#6	#7	#8	#6	#6	#7	#8
h1(SHORT @ BAR LENGTH)	-	-	-	-	-	-	5'-9"	5'-10"	-	-	5'-9"	5'-10"
Ser: B', q _o	6.8, 0.7	6.5, 1.0	6.2, 1.3	6.0, 1.6	6.3, 2.0	7.5, 2.1	8.6, 2.2	9.8, 2.3	SEE GENERAL NOTES			
Str: B', q _o	6.6, 1.6	5.0, 1.8	3.6, 2.3	3.0, 3.3	3.2, 4.0	4.3, 3.8	5.3, 3.7	6.4, 3.7	SEE GENERAL NOTES			
Ext I: B', q _o	5.2, 1.1	4.7, 1.5	3.9, 2.2	3.1, 3.4	2.8, 4.8	3.2, 5.3	3.6, 5.7	4.1, 6.1	SEE GENERAL NOTES			
Ext II: B', q _o	2.6, 2.2	2.7, 2.6	2.8, 3.1	2.9, 3.6	3.7, 3.6	5.2, 3.3	6.7, 3.1	8.3, 3.0	SEE GENERAL NOTES			

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CONTRACTOR'S LICENSE:
THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE" ADVERTISING FOR BIDS.

NO.	DESCRIPTION	DATE	APR
0	READY FOR CONSTRUCTION	01/13/22	JB



DESIGNED BY: *John Bishop* 01/13/22
BISHOP ENGINEERING, LLC
REVIEWED BY: _____ DATE: _____
FLOOD CONTROL ENGINEERING MANAGER DATE: _____
REVIEWED BY: _____ DATE: _____
FLOOD CONTROL DEPUTY DIRECTOR DATE: _____

REVIEWED BY: _____ DATE: _____
COUNTY SURVEYOR DATE: _____
REVIEWED BY: _____ DATE: _____
MAINTENANCE SUPERINTENDENT DATE: _____
REVIEWED BY: _____ DATE: _____
ENVIRONMENTAL SERVICES MANAGER DATE: _____

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



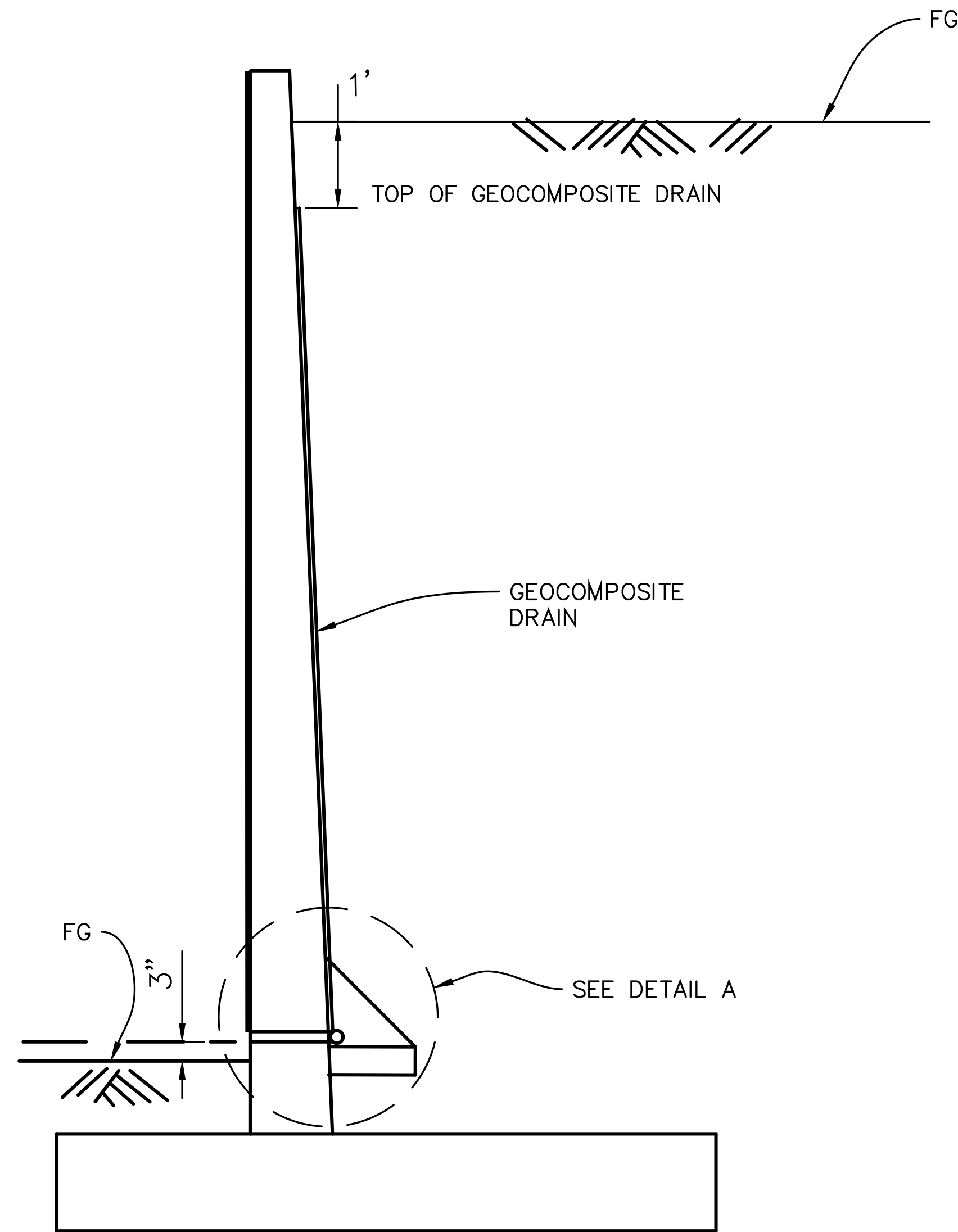
ROMERO CREEK DEBRIS
BASIN IMPROVEMENTS PROJECT
AREA OF MONTECITO
SANTA BARBARA COUNTY, CALIFORNIA

RETAINING WALL
DETAILS NO. 1

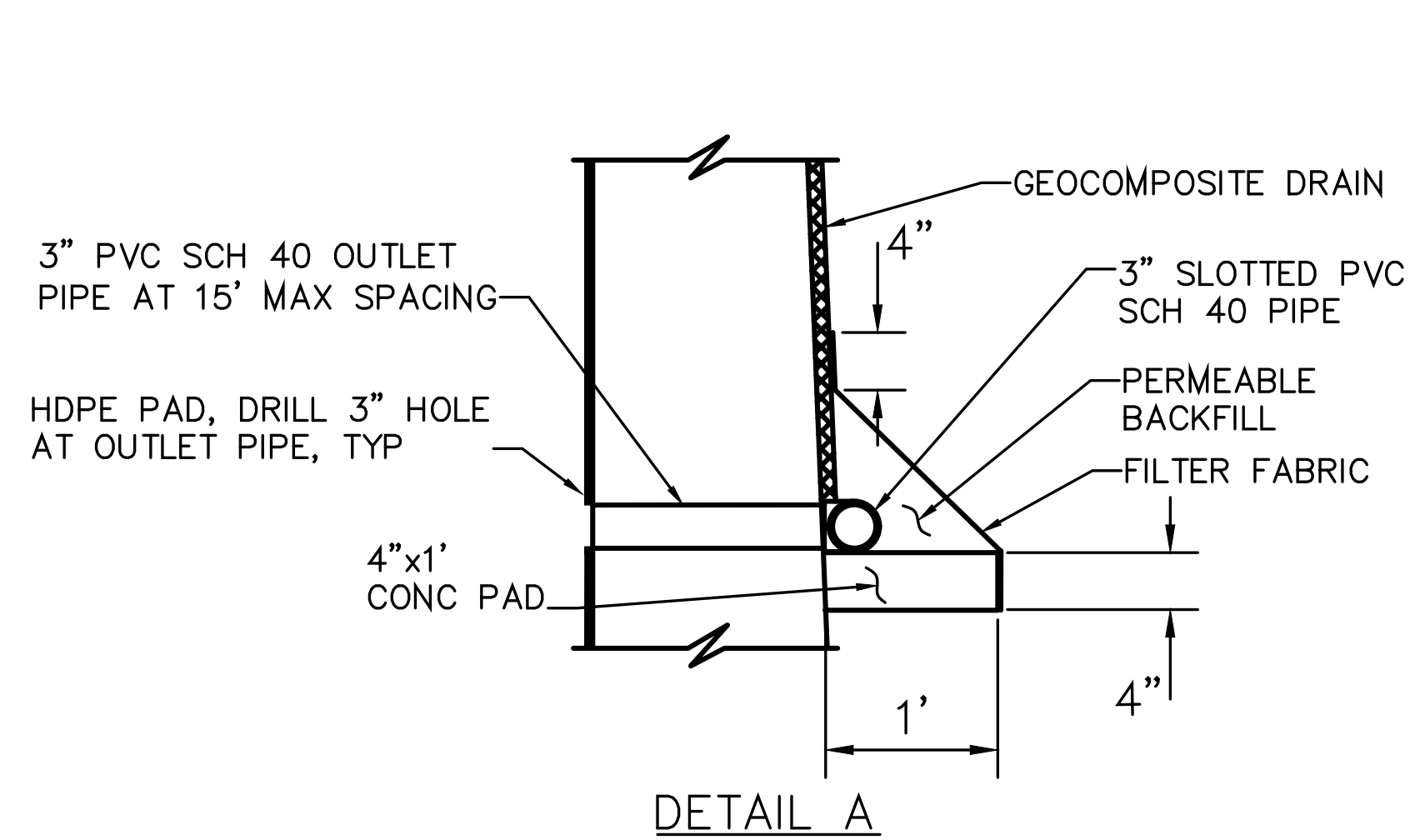
DESIGNED BY: JB
DRAWN BY: RC
CHECKED BY: JB

O-1155
SHEET 22 OF 23
Filename: ROMERO STRUCTURE.DWG

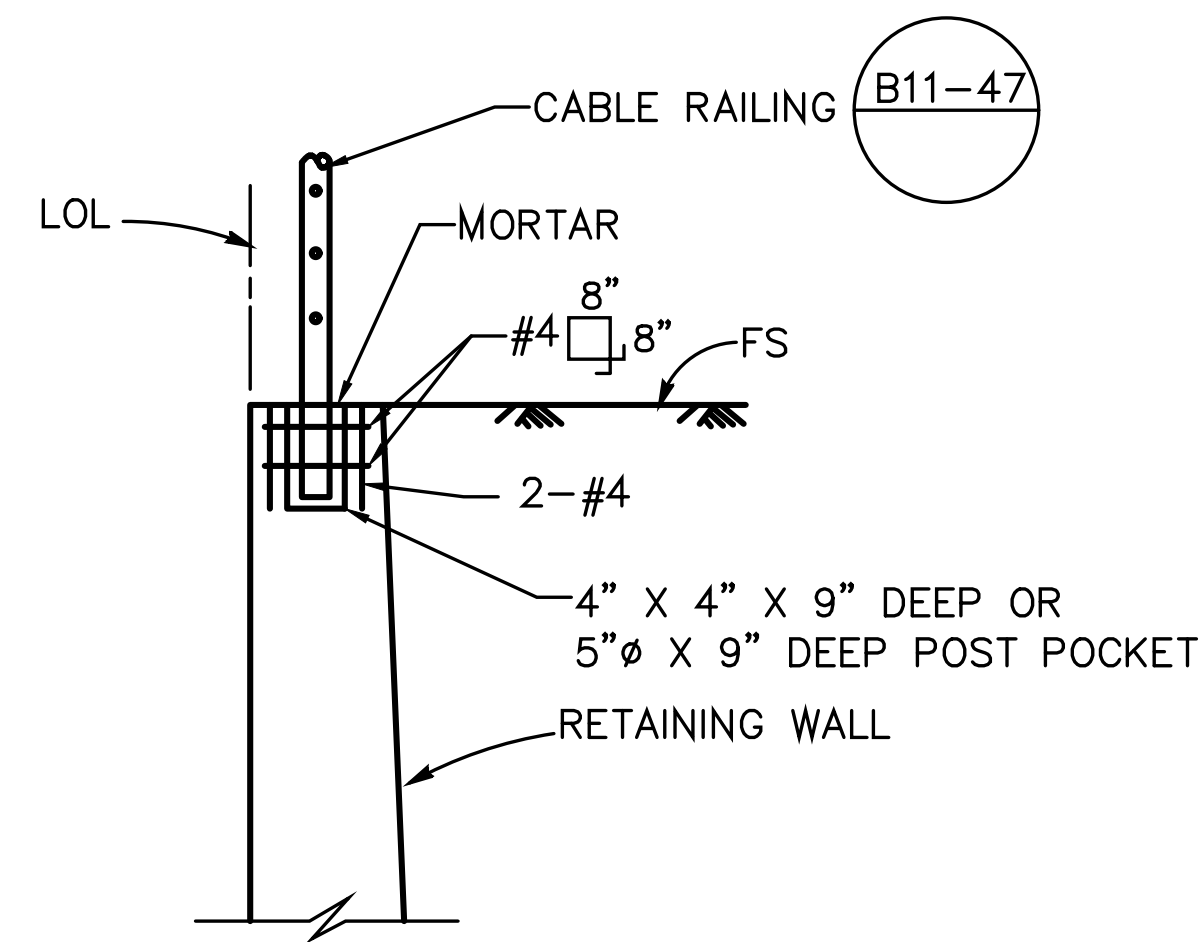




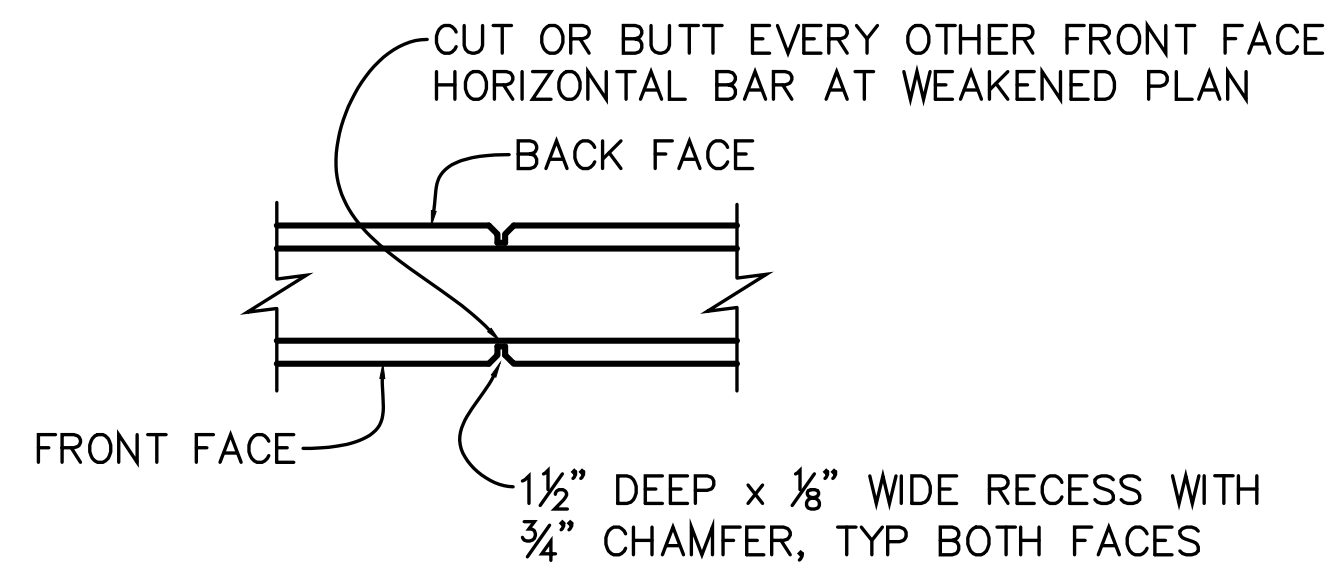
DRAINAGE SYSTEM SECTION



DETAIL A



CABLE RAILING POST POCKET



WEAKENED PLANE

SYMBOLS:

- Ser - SERVICE LIMIT "RC"TE I
- Str - STRENGTH LIMIT "RC"TE I
- Ext I - EXTREME EVENT LIMIT "RC"TE I
- Ext II - EXTREME EVENT LIMIT "RC"TE II
- B' - EFFECTIVE FOOTING WIDTH (ft)
- q'o - NET BEARING STRESS (ksf), OG ASSUMED TO BE FG AT TOE
- qo - GROSS UNIFORM BEARING STRESS (ksf)

DESIGN CONDITIONS:

DESIGN H MAY BE EXCEEDED BY 6" BEFORE GOING TO THE NEXT SIZE. SPECIAL FOOTING DESIGN IS REQUIRED WHERE FOUNDATION MATERIAL IS INCAPABLE OF SUPPORTING BEARING STRESS LISTED IN THE TABLE.

DESIGN NOTES:

- DESIGN: AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 4TH EDITION WITH CALIFORNIA AMENDMENTS
- LS: VARIED SURCHARGE ON LEVEL GROUND SURFACE
- DC: STEEL ARMOR FOR CONCRETE FACES UP TO 1 3/4" THICK (75 PSF) CONSIDERED
- CT: 54 KIP TRANSVERSE FORCE APPLIED AT HE = 32", DISTRIBUTED OVER 10 FEET AT THE TOP OF WALL AND 1 : 1 DISTRIBUTION DOWN AND OUTWARD. DISTRIBUTION BELOW FOOTING TAKEN NO LESS THAN 40'.
- SEISMIC: $k_h = 0.2$
 $k_v = 0.0$
- SOIL: $\phi = 34^\circ$
 $\gamma = 120$ pcf
- REINFORCED CONCRETE: $f'_c = 3,600$ psi
 $f_y = 60,000$ psi
- LOAD COMBINATIONS AND LIMIT "RC"TES:
Service I $Q = 1.00DC+1.00EV+1.00EH+1.00LS$
Strength I $Q = \alpha DC+\beta EV+\eta EH+1.75LS$
Extreme I $Q = 1.00DC+1.00EV+1.00EH+1.00EQD+1.00EQE$
Extreme II $Q = 1.00DC+1.00EV+1.00EH+1.00CT$

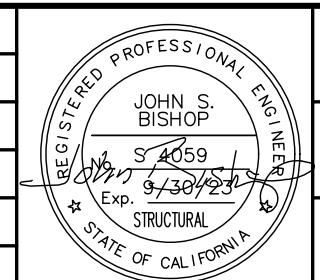
Where:

- Q: FORCE EFFECTS
- α : 1.25 OR 0.90, WHICHEVER CONTROLS DESIGN
- β : 1.35 OR 1.00, WHICHEVER CONTROLS DESIGN
- η : 1.50 OR 0.90, WHICHEVER CONTROLS DESIGN
- DC: DEAD LOAD OF STRUCTURE COMPONENTS
- EH: HORIZONTAL EARTH FILL PRESSURE
- EV: VERTICAL EARTH PRESSURE FROM EARTH FILL WEIGHT
- LS: LIVE LOAD SURCHARGE
- EQE: SEISMIC EARTH PRESSURE
- EQD: SOIL AND STRUCTURAL AND NONSTRUCTURAL COMPONENTS
- CT: VEHICULAR COLLISION FORCE

UNAUTHORIZED CHANGES OR USES:
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REVISIONS			
NO.	DESCRIPTION	DATE	APR
0	READY FOR CONSTRUCTION	01/13/22	JB



DESIGNED BY: *John Bishop* 01/13/22
BISHOP ENGINEERING, LLC DATE
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SANTA BARBARA COUNTY
FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
130 E. VICTORIA STREET
SANTA BARBARA, CA 93101
(805) 568-3440



ROMERO CREEK DEBRIS
BASIN IMPROVEMENTS PROJECT
AREA OF MONTECITO
SANTA BARBARA COUNTY, CALIFORNIA

RETAINING WALL
DETAILS NO. 2

DESIGNED BY: JB
DRAWN BY: RC
CHECKED BY: JB



O-1155

SHEET 23 OF 23

Filename: ROMERO_STRUCTURE.DWG

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



**NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS**

FOR

Romero Creek Debris Basin Improvements Project

UNDER:

Bid Book dated January 13, 2022

Standard Specifications dated 2018

Project Plans approved January 13, 2022

Standard Plans dated 2018

RSS dated 10/15/2021

COUNTY PROJECT NO. SC8373

**BID OPENING LOCATIONS:
PlanetBids**

**BID OPENING TIME AND DATE:
2 PM on Thursday, February 17, 2022**


Electronic Advertising Contract

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

NOTICE TO BIDDERS AND SPECIAL PROVISIONS

Romero Creek Debris Basin Improvements Project COUNTY PROJECT NO. SC8373

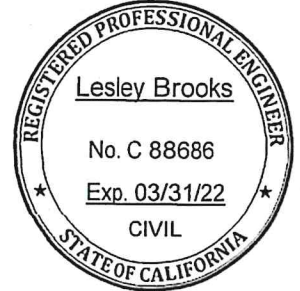
The Special Provisions contained herein have been prepared under the direction of the following Registered Persons.




Lesley Brooks, P.E.
REGISTERED CIVIL ENGINEER

1/13/2022

DATE





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

1/18/2022

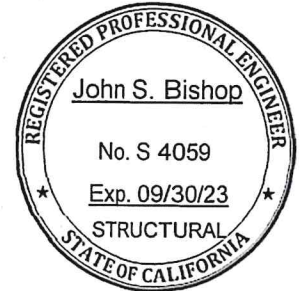
DATE



Jonathan S. Frye
PROJECT MANAGER

1-18-2022

DATE

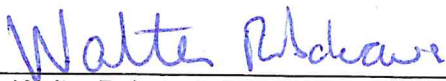




Jonathan S. Frye
ENGINEERING MANAGER (APPROVAL RECOMMENDED)

1-18-2022

DATE



Walter Rubalcava
INTERIM FLOOD CONTROL DEPUTY DIRECTOR
(APPROVED)

1-18-2022

DATE

Original to be Signed

Joan Hartmann
BOARD OF DIRECTORS, CHAIR (APPROVED)

DATE

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NOTICE TO BIDDERS

Bids open at **2 PM on Thursday, February 17, 2022** for:

Romero Creek Debris Basin Improvements Project
COUNTY PROJECT NO. SC8373

General project work description: The Project generally consists of providing water pollution control; clearwater diversion; removal of a portion of grouted rock slope protection; excavation; placement of rock slope protection; construction of a cast-in-place outlet structure including retaining walls; grading of a new channel with ESM; and construction of new concrete access road.

Project location description: The WORK occurs in the unincorporated area of Santa Barbara County near Montecito, California, within Public Road Right of Way.

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

The County encourages the participation of DBEs as defined in 49 CFR 26. You are encouraged to employ craftsmen and other workers from the local labor market whenever possible to do so. Local labor market is defined as the labor market within the geographical confines of the County of Santa Barbara, State of California.

Submit bids to the web address below. Bids will be opened and available at the web address below immediately following the submittal deadline.

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

Complete the project work within **120 Workings Days**.

The estimated cost of the project is **\$2,800,000**.

A non-mandatory pre-bid job walk is scheduled on **February 1, 2022 at 2 PM**. Bidders interested in attending are to meet at the project site located at Romero Canyon Road between East Valley Road (State Highway 192) and Bella Vista Drive.

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

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

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

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

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

Inquiries or questions based on alleged patent ambiguity of the plans, specifications, or estimate must be submitted as a bidder inquiry by **5 PM on February 10, 2022**. Submittals after this date will not be addressed. Questions pertaining to this Project prior to Award of the Contract must be submitted via PlanetBids Q&A tab.

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

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

By order of the Board of Directors of the Santa Barbara County Flood Control & Water Conservation District this project was authorized to be advertised on March 2, 2021.

Walter Rubalcava
Interim 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		999990	MOBILIZATION	LS	1	\$	\$
2		051260A	CONSTRUCTION SURVEY	LS	1	\$	\$
3		120100	TEMPORARY TRAFFIC CONTROL	LS	1	\$	\$
4		130100	JOB SITE MANAGEMENT	LS	1	\$	\$
5		130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$	\$
6		130310	RAIN EVENT ACTION PLAN	EA	1	\$	\$
7		130320	STORM WATER SAMPLING AND ANALYSIS DAY	EA	1	\$	\$
8		130330	STORM WATER ANNUAL REPORT	EA	1	\$	\$
9		131201	TEMPORARY CLEAR WATER DIVERSION	LS	1	\$	\$
10	F	153121A	REMOVE GROUTED ROCK	CY	628	\$	\$
11		160220A	HIGH DENSITY POLYETHYLENE PADDING	SQYD	270	\$	\$
12		170103	CLEARING AND GRUBBING	LS	1	\$	\$
13	F	192037	STRUCTURE EXCAVATION (RETAINING WALL)	CY	810	\$	\$
14	F	193013	STRUCTURE BACKFILL (RETAINING WALL)	CY	435	\$	\$
15	F	194001	EXCAVATION (ACCESS ROAD)	CY	1,445	\$	\$
16	F	194001	EXCAVATION (EMBANKMENT)	CY	4,786	\$	\$
17		198001	IMPORT MATERIAL FROM COLD SPRINGS	CY	1,127	\$	\$
18		194001	SURPLUS MATERIAL	CY	5,954	\$	\$
19		260203	AGGREGATE BASE BACKFILL (CLASS II)	CY	35	\$	\$
20	F	510060	STRUCTURAL CONCRETE (RETAINING WALL)	CY	230	\$	\$
21	F	520101	BAR REINFORCING STEEL (RETAINING WALL)	LB	37,100	\$	\$
22		710132	REMOVE CULVERT	LF	130	\$	\$
23		710150	REMOVE INLET	EA	1	\$	\$
24	F	723060	ROCK SLOPE PROTECTION (300-LB CLASS IV, METHOD B)	CY	165	\$	\$
25	F	723040	ROCK SLOPE PROTECTION (3/8-TON CLASS VI, METHOD B)	CY	19	\$	\$
26	F	723090	ROCK SLOPE PROTECTION (1-TON CLASS VIII, METHOD B)	CY	36	\$	\$
27	F	723040A	GROUTED ROCK (3/8-TON, CLASS VI, METHOD B)	CY	147	\$	\$
28	F	723050A	GROUTED ROCK (1/4-TON, CLASS V, METHOD B)	CY	883	\$	\$
29	F	723070A	GROUTED ROCK (150-LB, CLASS III, METHOD B)	CY	401	\$	\$
30	F	723160A	GROUTED ROCK (1/4 TON, CLASS V, METHOD A) CUTOFF WALL	CY	260	\$	\$
31	F	731516	CONCRETE PAVEMENT (ACCESS ROAD)	CY	66	\$	\$

32	F	839521	CABLE RAILING	LF	173	\$	\$	
33	F	720105A	ENGINEERED STREAMBED MATERIAL	CY	932	\$	\$	
34		729010A	GRAVEL FILTER	CY	33	\$	\$	
35		204009A	PLANT INSTALLATION AND WATERING	SQFT	4,688	\$	\$	
36		130100	COLD SPRINGS BASIN ACCESS	LS	1			
CONTRACTOR'S BID ITEMS SUBTOTAL							\$	
37			Supplemental work (Additional Water Pollution Control)	LS	1	\$5,000	\$	
38			Supplemental work (Additional Traffic Control)	LS	1	\$2,500	\$	
39			Supplemental work (Additional Rock Breaking)	LS	1	\$10,000	\$	
40			Supplemental work (Imported Borrow)	LS	1	\$15,000	\$	
SUPPLEMENTAL WORK BID ITEMS SUBTOTAL							\$	
TOTAL BID							\$	

[1] "F" denotes Final Pay Item

FLOOD CONTROL DISTRICT PROVISIONS

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

MODIFICATIONS TO STANDARD SPECIFICATIONS

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to section 1-1.01:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Holiday: Holidays are shown in the following table:

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	Title	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	https://dot.ca.gov/programs/construction		
County PlanetBids Portal	https://www.planetbids.com/portal/portal.cfm?CompanyID=43874		(805) 568-3440
County Municipal Code	https://www.municode.com/library/CA/Santa_Barbara_County		
Flood Control Project Manager		PROJECT MANAGER Jon Frye	(805)568-3444

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

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

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

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

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

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

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

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

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

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

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

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 may result in final payment request not being processed.

Add to section 5-1.23C:

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

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

Replace section 5-1.27C with:

Make your records available for inspection, copying, and auditing by d representatives for the same time frame

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

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

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

Submit change order bills to Engineer.

Add to section 5-1.30

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

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

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

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

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

Add to section 5-1.32:

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

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

Add to section 5-1.36A:

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

Replace section 5-1.43 with:

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

Add to section 5-1.46

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

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

6 CONTROL OF MATERIALS

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

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

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

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

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

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

Add to section 6-2.03B:

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

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

Replace the 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 provide the project location(s) and road closure schedule.

Replace section 7-1.02P Reserved with:

7-1.02P County Ordinance

7-1.02P(1) General

Comply with County Ordinances.

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

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

7-1.02P(2) Grading

Comply with section 13, 17, and 19.

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

7-1.02P(3) Preservation of Monuments

Comply with Ordinance 1491, Sec. 28-49.

Delete last sentence of Section 7-1.03 paragraph 15

Delete last sentence of Section 7-1.04 paragraph 7

Add to section 7-1.05:

7-1.05 INDEMNIFICATION

7-1.05A General

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

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

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

7-1.05C Responsibility to Other Entities

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

Replace section 7-1.06 with:

7-1.06 INSURANCE

7-1.06A General

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

7-1.06B Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and **\$4,000,000** in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), with limit no less than **\$2,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Umbrella Liability Insurance:** An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall follow form or be at least as broad as the primary coverage. The coverage shall also apply to automobile liability.

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

7-1.06C Other Insurance Provisions

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

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

endorsements as required by this Agreement. The proof of insurance, certificates and endorsements must be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive your obligation to provide them. You must furnish evidence of renewal of coverage throughout the term of the Agreement. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

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

7-1.06D Enforcement

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

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

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

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

7-1.06E Self-Insurance

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

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

Replace section 7-1.11B with:

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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

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

II. NONDISCRIMINATION

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

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

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

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

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

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

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

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

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

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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

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

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

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

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

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

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

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

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

8 PROSECUTION AND PROGRESS

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

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

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

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

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

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

Add to section 8-1.06:

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

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

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

Add to section 8-1.10A:

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

Add to end of section 8-1.13:

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

9 PAYMENT

Add to section 9-1.06A:

Section 9-1.06 does NOT apply to supplemental work.

The District does not pay for eliminated supplemental work.

Add to section 9-1.16A:

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

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

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

Submit the following certification with each application for progress payment:

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

BY: _____

Date: _____

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

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

Add to first paragraph of section 9-1.16B:

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

Replace section 9-1.16F with:

9-1.16F Prompt Payment of Funds Withheld to Subcontractors

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

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

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

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

Add to section 9-1.17C:

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

Replace section 9-1.17D(3) with:

9-1.17D(3) Determination of Claims

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

The Contractor shall furnish reasonable documentation to support the claim.

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

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

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

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

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

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

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

Delete section 9-1.22.

DIVISION II GENERAL CONSTRUCTION

10 GENERAL

Add to section 10-1.04:

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

Add to section 10-6:

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

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

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

Water for construction purposes as required by these Specifications must be reclaimed or recycled water. The use

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

12 TEMPORARY TRAFFIC CONTROL

Add to section 12-1.01:

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

Replace section 12-1.04 with:

You must pay for all costs associated with flagging.

13 WATER POLLUTION CONTROL

Add to section 13-1.01A:

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

Add to list in the 2nd paragraph of section 13-1.01A:

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

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

The SWPPP must comply with the California Stormwater Quality Association (CASQA) Construction BMP Handbook/Portal at <https://www.casqa.org/resources/bmp-handbooks/construction>

Replace the following definitions in section 13-1.01B:

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

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

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

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

14 ENVIRONMENTAL STEWARDSHIP

Add to Section 14-1.01:

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

15 EXISTING FACILITIES

Delete the last paragraph in Section 15-1.03B

DIVISION III EARTHWORK AND LANDSCAPE

19 EARTHWORK

Add section 19-3.03B(6):

Section 19-3.03B(6) Additional Subgrade Overexcavation

If, during the progress of excavation, material is encountered which, in the opinion of the Engineer, is unsuitable for subgrade for the structure to be constructed thereon, you must excavate beyond the limits shown on the Plans to a depth ordered by the Engineer and replace the overexcavated material with foundation material suitably densified. The suitability of subgrade will be determined by the Engineer on the basis of its ability to withstand the load of the proposed improvements and not upon the capacity to withstand the loads which may be placed thereon by your equipment. Additional overexcavation so ordered, over the amount required by the Plans or special provisions, will be paid for as provided in the Bid Item List.

If the necessity for such additional subgrade overexcavation has been caused by an act or failure to act on your part or is required for the control of groundwater, you must bear the expense of the additional excavation and foundation stabilization material. Materials used or work performed by you beyond the District's requirements for stabilization of the subgrade, so that it will withstand the loads which may be placed upon it by your equipment, must also be at your expense.

Foundation stabilization material, when required and ordered by the Engineer to provide suitable subgrade, must be gravel or other free-draining cohesionless material, must be suitable for the field conditions to which it is to be applied and must be approved by the Engineer.

Foundation stabilization material must be wrapped in a geotextile fabric, if, in the opinion of the Engineer, the foundation stabilization material approved for use is subject to piping. Geotextile fabric material and installation must conform to the provisions of Section 88, "Geosynthetics".

The quantity of additional overexcavation to be paid for will be the amount of compacted in-place cubic yards as ordered by the Engineer. No payment will be made for additional overexcavation unless removed as ordered by the Engineer. The quantity shown on the Bid Item List is a nominal allowance since no additional overexcavation is shown on the plans, and no adjustment of the unit bid price will be made for a variation in the actual versus the bid quantity. When there is no Bid Item for Additional Overexcavation, Additional Overexcavation is ordered by the Engineer, and the necessity for Additional Overexcavation was not caused by you, Additional Overexcavation is paid for as Change Order Work.

TECHNICAL PROVISIONS

ORGANIZATION

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

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

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

DIVISION I GENERAL PROVISIONS

Add prior to section 1:

Bid Items and Applicable Sections

Item code	Item description	Applicable section
999990	MOBILIZATION	9
051260A	CONSTRUCTION SURVEY	5

1 GENERAL

Add to section 1-1.01:

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

See section 2-1.04 for mandatory prebid meeting requirements.

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 Fish and Wildlife Streambed Alteration Agreement 1600-0037-R5 and amendment 2. Regional Water Quality Control Board Clean Water Act Section 401 Water Quality Certification No. 34217WQ07 and amendment 3. U.S. Army Corps of Engineers Clean Water Act Section 404 Permit (SPL-2010-00361-CLH)
Included in the <i>Information Handout</i>	Record Drawing Sheet 15 of Typical Details for Debris Barriers, dated January 1972
Included in the <i>Information Handout</i>	Copy of CAL OSHA's COVID-19 Industry Guidance: Construction Document
Included in the <i>Information Handout</i>	1971 Embankment As-Builts
Included in the <i>Information Handout</i>	Geotechnical Report
Included in the <i>Information Handout</i>	For Information Only – Pilot Channel Design Plans (NIC)
Included in the <i>Information Handout</i>	Pilot Channel & Staging Areas Schematic

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

Replace section 2-1.04 with:

A non-mandatory pre-bid job walk is scheduled for **February 1, 2022 at 2 PM**. Bidders interested in attending are to meet at the project site located at Romero Canyon Road between East Valley Road (State Highway 192) and Bella Vista Drive.

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 section 5-1.20B(1):

Comply with Mitigation Measures and Conditions of Approval.

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

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

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

Replace section 5-1.26 with:

5-1.26 CONSTRUCTION SURVEYS

5-1.26A General

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

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

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

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

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

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

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

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

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

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

Remove all stakes when no longer needed.

Add section 5-1.26B:

A minimum of 14 days prior to importing rock material from Cold Spring Basin Stockpile, the Contractor's licensed surveyor is required to perform a topographic survey of the existing stockpile, and submit a hard copy and electronic copy of the files to the Engineer for review and acceptance prior to disturbing the stockpile. At completion of the hauling activities, the Contractor's licensed surveyor is required to perform a topographic survey of the final stockpile and submit hard copy and electronic copy of the files to the Engineer for review and acceptance. This survey information will be used for the basis of determining the change in volume of the stockpile, for which both pay quantities for Import Material From Cold Springs and Surplus Material bid items will be affected.

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

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

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

Add to section 5-1.32:

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

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

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

are available on the Caltrans website.

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

The Contractor shall be allowed to use the areas designated as “Staging Area” shown on the plans and in the exhibit in the information handout exhibit entitled “Pilot Channel & Staging Areas Schematic” for materials storage, equipment storage, and rock and material sorting, with the following exception: any area within the existing debris basin or channel cannot be used for equipment staging outside of working hours. Requirements of the PLACs apply.

From September 1 to October 15, the District will simultaneously be performing work with their own forces (see Pilot Channel Layout Plan in Informational Handout for schematic of work being performed) and during that time, the Contractor is required to provide access via the existing and proposed access road, reserve the portion of staging area as shown on the exhibit, and allow work in the area designated as “Grading Limits of Flood Control Work to be Performed”. Since the limits of the Pilot Channel Work about the Contractor’s proposed work, coordination will be required. While Flood Control is also committed to working with the Contractor to share access and staging, Contractor is expected to experience delays and inefficiencies during this time for which no additional payment will be made.

From September 1 to October 15, the Contractor will also be required to provide a functional creek diversion around the area that Flood Control will be working in, described by the Informational handout exhibit in schematic form for general upstream and downstream limits and also requirements as outlined in Section 13-12 of these special provisions.

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

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

Utilities to Be Protected in Place During Construction of Base Bid and Add Alternate	
Utility	Location
Existing High Pressure Gas Line	Upstream of the Pilot Channel work, see information handout schematics for general location

The utility information shown is incomplete and schematic. Make arrangements with utility owners to coordinate construction activities and location of existing utilities prior to any onsite excavation.

6 CONTROL OF MATERIALS

6-1.03B(1) Work Plan

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

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

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

2. Land use history of the local material location and surrounding property
3. Sampling protocol
4. Number of samples per volume of local material
5. QA and QC requirements and procedures
6. Qualifications of sampling personnel

7. Stockpile history
8. Name and address of the analytical laboratory that will perform the chemical analyses
9. Analyses that will be performed for lead and pH
10. Other analyses that will be performed for possible hazardous constituents based on:
 - 10.1. Source property history
 - 10.2. Land use adjacent to source property
 - 10.3. Constituents of concern in the ground water basin where the job site is located

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

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

6-1.03B(2) Analytical Test Results

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

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

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

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

6-1.03B(3) Sample and Analysis

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

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

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

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

Minimum Number of Samples and Analytical Tests for Local Material

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

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

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

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

6-1.03C Local Material Management

Do not place local material until authorized.

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

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

Add to section 6-1.06:

6-1.06 BUY CLEAN CALIFORNIA ACT

6-1.06A Summary

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

Material or product	Material specifications
Flat glass ^a	Section 99, "Building Construction"
Mineral wool board insulation ^b	Section 99, "Building Construction"

^aFor each manufacturer providing 2,000 square feet or more on the project

^bFor each manufacturer providing 4,000 square feet or more on the project

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

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

For projects with a bid opening date from December 1, 2019, through May 31, 2021, with total bid over \$1 million and 175 or more original working days, submit an environmental product declaration as an informational submittal

for each applicable material or product. Submit each environmental product declaration within 15 days of initial installation of the material or product.

6-1.06B Definitions

environmental product declaration: Independently verified document created and verified under International Organization for Standardization (ISO) 14025 for Type III environmental declarations that identifies the global warming potential emissions of the facility-specific material or product through a product stage life cycle assessment.

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

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

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

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

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

6-1.06C Submittals

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

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

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

6-1.06D Quality Assurance

Not Used

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Replace section 7-1.02M(2) with:

7-1.02M(2) Fire Prevention

Inform nearest fire station of planned schedule of work including:

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

Cooperate with local fire prevention authorities in eliminating hazardous fire conditions.

Immediately report to the nearest fire suppression agency fires occurring within the project limits.

Prevent project personnel from setting open fires that are not part of the work.

Prevent the escape of and extinguish fires caused directly or indirectly by job site activities

Except for motor trucks, truck tractors, buses, and passenger vehicles, equip all hydrocarbon-fueled engines, both stationary and mobile including motorcycles, with spark arresters that meet USFS standards as specified in the

Forest Service Spark Arrester Guide. Maintain the spark arresters in good operating condition. Spark arresters are not required by Cal Fire, the BLM, or the USFS on equipment powered by properly maintained exhaust-driven turbo-charged engines or equipped with scrubbers with properly maintained water levels. The Forest Service Spark Arrester Guide is available at the district offices.

Each toilet must have a metal ashtray at least 6 inches in diameter by 8 inches deep half-filled with sand and within easy reach of anyone using the facility.

Locate flammable materials at least 50 feet away from equipment service, parking, and gas and oil storage areas. Each small mobile or stationary engine site must be cleared of flammable material for a radius of at least 15 feet from the engine.

Furnish the following fire tools:

1. 1 shovel and 1 fully charged fire extinguisher UL rated at 4 B:C or more on each truck, personnel vehicle, tractor, grader, or other heavy equipment.
2. 1 shovel and 1 backpack 5-gallon water-filled tank with pump for each welder.
3. 1 shovel or 1 chemical pressurized fire extinguisher, fully charged, for each gasoline-powered tool, including chain saws, soil augers, and rock drills. The fire tools must always be within 25 feet from the point of operation of the power tool. Each fire extinguisher must be of the type and size required by the Pub Res Code § 4431 and 14 CA Code of Regs § 1234. Each shovel must be size O or larger and at least 46 inches long.

Furnish a pickup truck and driver that will be available for fire control during working hours.

Add section 7-1.03A:

7-1.03A STANDARD NOTIFICATIONS

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

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

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

The following is an example of language required:

**NOTICE
TO AREA RESIDENCES**

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

Work on the Project will typically be performed between the hours of 7:00 AM and 4:30 PM.

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

Contractor, Contact's Name and Telephone Number

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

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

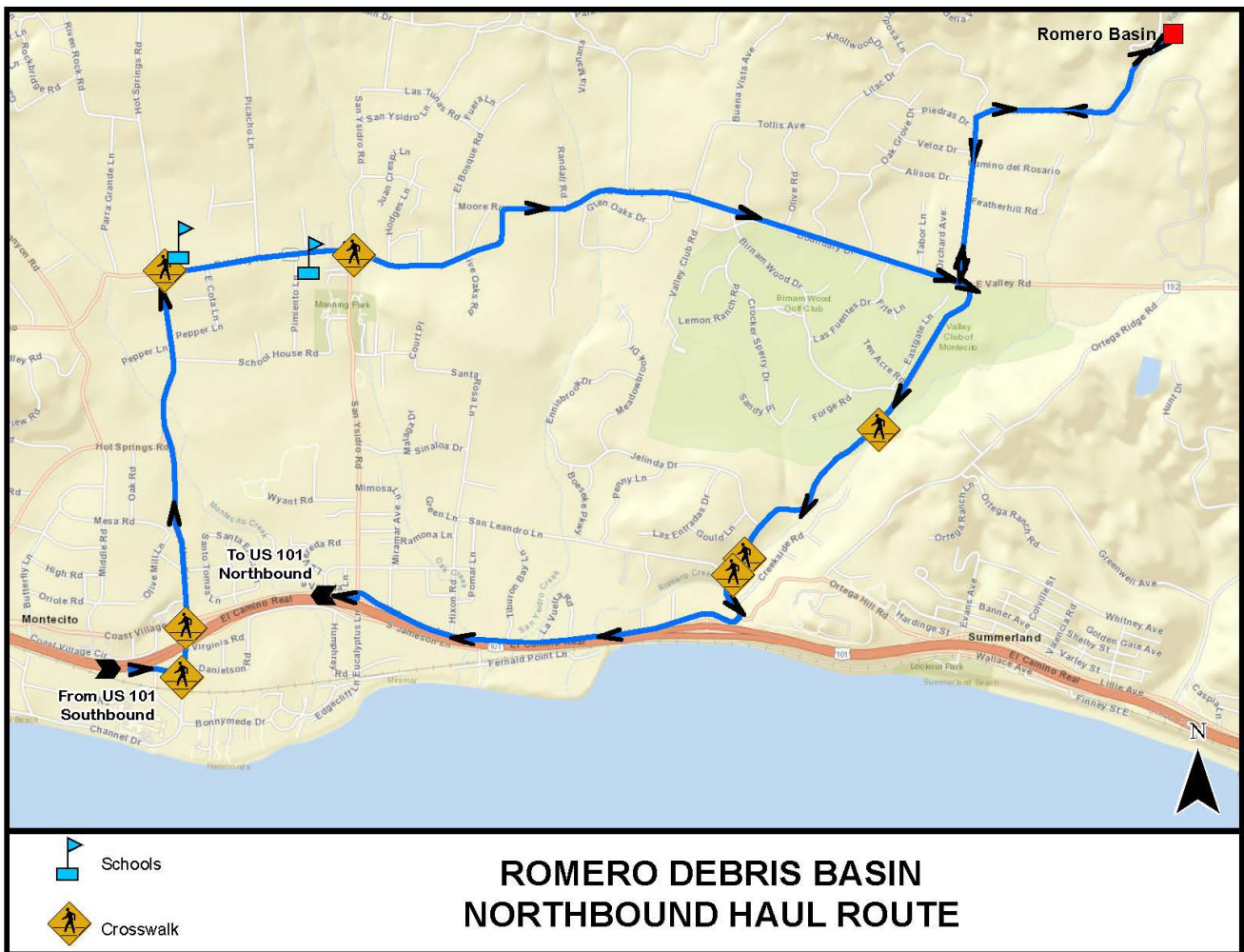
1. Property owner
2. Person of contact (If applicable)
3. Date of notification
4. Time of notification
5. Method of notification.

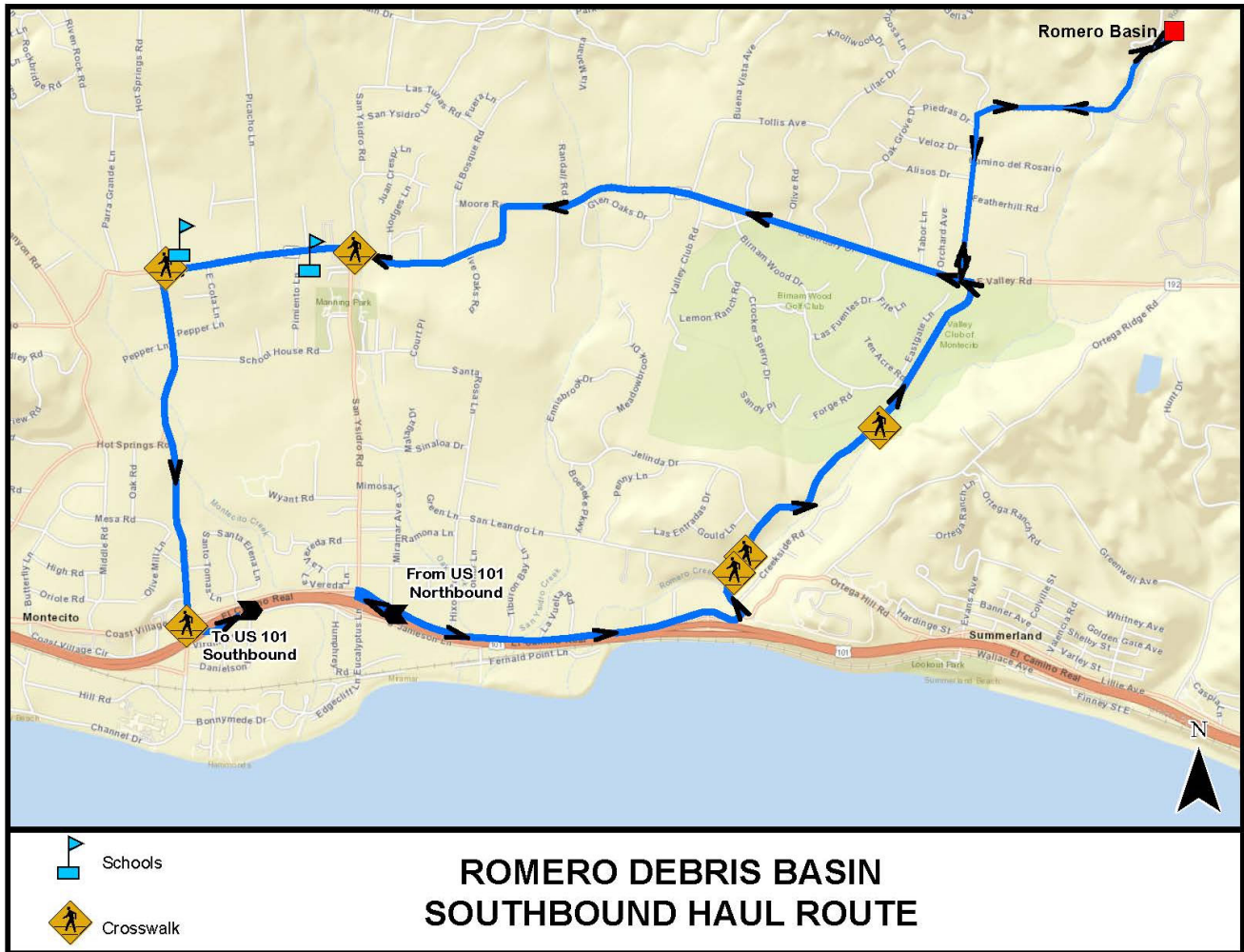
At a minimum, notifications must be made to properties within 500' of the project site.

Add section 7-1.03B:

7-1.03B TRUCKING AND HAUL ROUTE REQUIREMENTS

Your trucking and hauling operations for excavation export must conform to these special provisions. When trucks exiting the project site utilize US 101 Northbound to reach your disposal site, their route must comply with Northbound Haul Route (shown below). When trucks exiting the project site utilize US 101 Southbound to reach your disposal site, their route must comply with Southbound Haul Route (shown below). If you do not utilize US 101 to reach your disposal site, you must submit your proposed haul routes for review and approval to the County of Santa Barbara – Transportation Division - Traffic Section. Contractor must also submit on haul route between Cold Spring and Romero Basin (not shown), should material need to be imported. Proposed haul routes must be submitted at least 14 days in advance of being used.





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

The US 101 on and off ramps at Sheffield Dr. are anticipated to be closed for the duration of this project.

All loaded trucks must be legal loads as defined by in the California Vehicle Code (CVC). For any “Extralegal Loads” you must apply for and obtain a Transportation Permit from the County of Santa Barbara – Transportation Division – Permits Section (4417 Cathedral Oaks; Santa Barbara, CA 93110; 805-681-4990). You are responsible for permit costs and complying with all permit conditions.

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

All loaded trucks must be completely tarped to prevent dust.

Place two C44 traffic warning signs on SR 192, as directed by the Engineer, prior to any trucking and hauling operations being performed. Remove or cover all warning signs when there are no hauling operations occurring.

All truck drivers must be adequately informed of the trucking and haul route requirements and safety concerns. Haul routes are adjacent to schools and traverse crosswalks, strict observance of speed limits must be adhered to. You must administer weekly trucking and haul route requirement and safety training updates, when requested by the Engineer. Failure to comply with the trucking and haul route requirements may result in the permanent barring

of offending truck drivers from the project.

You must video and/or photo document the pre-project roadway and pavement conditions along the approved haul routes and submit this documentation to the Engineer prior to use of each haul route. A lack of documentation of any pre-project roadway damage may result in roadway damage being attributed to your hauling operations and require repairs as described in these special provisions.

You are responsible for monitoring the haul route during each day of hauling operations for roadway damage and report any new damage to the Engineer immediately. You are responsible for repairing damages to the roadway pavement, appurtenances and structures caused by your hauling operations. Final repairs must consist of HMA. Interim repairs consisting of temporary cold mix AC may be utilized for periods not to exceed 2 weeks. Notwithstanding, if repairs are not performed immediately, work or repairs may be done by the District, or other responsible agencies, with costs to be borne by you.

Add to section 7-1.04:

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

8 PROSECUTION AND PROGRESS

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

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

DIVISION II GENERAL CONSTRUCTION

Add prior to section 10:

Bid Items and Applicable Sections

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

10 GENERAL

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

The Project Plans consist of one plan set, for Romero Creek Debris Basin Improvement Project (23 Sheets).

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

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

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

Summary Bid Item Descriptions:

1. MOBILIZATION

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

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

2. CONSTRUCTION SURVEY

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

3. TEMPORARY TRAFFIC CONTROL

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

4. JOB SITE MANAGEMENT

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

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

Job Site Management also includes providing appropriate control of the work as described in Section 5, 6, 7, and 8 of the Caltrans Specifications, Flood Control District Provisions, and Technical Specifications.

5. PREPARE STORM WATER POLLUTION PREVENTION PLAN

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

6. RAIN EVENT ACTION PLAN

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

7. STORM WATER SAMPLING AND ANALYSIS DAY

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

8. STORM WATER ANNUAL REPORT

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

9. TEMPORARY CLEAR WATER DIVERSION SYSTEMS

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

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

Contractor is also required to design, install, maintain, and remove a temporary diversion around the work area for the pilot channel to be constructed by others (schematic per the documents in the Information Handout). This bid item includes all work associated with this work per the special provisions supplemented herein and all PLACs.

10. REMOVE GROUTED ROCK

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

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

11. HIGH DENSITY POLYETHYLENE PADDING

Comply with section 72-7 of the special provisions supplemented herein. The square yard (SQYD) bid item price includes payment for High Density polyethylene padding product at the outlet structure, labor, and materials to install.

12. CLEARING AND GRUBBING

Comply with section 17 of the Caltrans Standard Specifications and the special provisions supplemented herein. Work shall include all labor, equipment and material necessary to clear and grub the project site to the limits as indicated on the plans and as indicated in Section 17.

13. STRUCTURE EXCAVATION (RETAINING WALL)

Comply with section 19-3 of the Caltrans Standard Specifications and the technical specifications included herein. The cubic yard (CY) bid item price includes payment for excavation to the subgrade at the retaining wall locations as shown on the plans and as defined in section 19-3.04 of the Caltrans Standard Specifications. This item is designated as a Final Pay Item.

14. STRUCTURE BACKFILL (RETAINING WALL)

Comply with section 19-3 of the Caltrans Standard Specifications and the technical specifications included herein. The cubic yard (CY) bid item price includes payment for backfill, permeable backfill, filter fabric, and geocomposite drain system as defined in section 19-3.04 of the Caltrans Standard Specifications. This item is designated as a Final Pay Item.

15. ACCESS ROAD EXCAVATION

Comply with the plans and section 19 of the Caltrans Standard Specifications, and the technical specifications included herein. The payment quantity for grading the access road is the theoretical volume of material in cubic yards (CY) under the pay item Access Road Excavation. The Final Pay cubic yard (CY) bid item price includes excavating, separating, stockpiling, sorting, moving, and processing of rock that is to be reincorporated into the work and not incorporated into the work. Estimates of rock suitable to be reincorporated are based on gradations of existing streambed materials as shown in section 19-2.04 and are approximate. This item is designated as a Final Pay Item.

16. EMBANKMENT EXCAVATION

Comply with the plans and section 19 of the Caltrans Standard Specifications, and the technical specifications included herein. The payment quantity for grading the downstream channel and removal of the embankment fill material is the theoretical volume of material in cubic yards (CY) under the pay item Embankment Excavation. The Final Pay cubic yard (CY) bid item price includes excavating, separating, stockpiling, sorting, moving, and processing of rock that is to be reincorporated into the work and not incorporated into the work. Estimates of rock suitable to be reincorporated are based on gradations of existing streambed materials as shown in section 19-2.04 and are approximate. This item is designated as a Final Pay Item.

17. IMPORT MATERIAL FROM COLD SPRINGS

Comply with the plans and section 19 and 72 of the Caltrans Standard Specifications and the technical specifications included herein. The payment quantity for importing material from Cold Springs Basin is the estimated rock material in cubic yards (CY) that will need to be loaded, hauled in, and sorted from Cold Springs. The final theoretical import of material from Cold Springs will be verified through a survey of the Cold Springs stockpile that will be performed by the Contractor before and after import activities are completed. The cubic yard (CY) bid item price includes loading, hauling, and sorting suitable rock material to be used at the Romero Basin site.

18. SURPLUS MATERIAL

Comply with the plans and section 19-2.03B of the Caltrans Standard Specifications and the technical specifications included herein. The payment quantity for surplus material is the theoretical volume of material in cubic yards (CY) that will need to be hauled off and disposed of based on the line and grades shown on the plans and the anticipated use of estimated amounts of rock that the Contractor will haul in from Cold Spring Basin as indicated in the technical provisions. The cubic yard (CY) bid item price includes onsite handling, loading, hauling, and disposing of unsuitable material, excess rock, and earthen materials offsite.

19. CLASS 2 AGGREGATE BASE BACKFILL

Comply with section 26 of the Caltrans Standard Specifications for QC plans, quality assurance, gradation, placement, spreading, compacting, and payment. The cubic yard (CY) bid item price is determined from the dimensions shown on the plans. The payment quantity does not include the volume of aggregate base used to fill low areas at subgrade.

20. STRUCTURAL CONCRETE (RETAINING WALL)

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

21. BAR REINFORCING STEEL (RETAINING WALL)

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

22. REMOVE CULVERT

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

23. REMOVE INLET

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

24. ROCK SLOPE PROTECTION (300-LB, CLASS IV, METHOD B)

Comply with section 19 and 72-2 of the Caltrans Standard Specifications and the technical specifications included herein. The cubic yard (CY) bid item price paid for rock items shall include full compensation for furnishing all labor, materials, mulch, tools, equipment, and incidentals, and for doing all the work involved in moving, hauling, and placement, complete and in place as shown on the plans, as specified in these

special provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore. Estimations of material available from on-site excavation is based on existing streambed gradations and is shown in section 72-10 and is included as an estimate only. For purposes of this bid item, material recovered from both Romero or Cold Spring Basin may be used and no additional payment will be made unless import material from a source other than those two sites is necessary. This item is designated as a Final Pay Item.

25. ROCK SLOPE PROTECTION (3/8-TON, CLASS VI, METHOD B)

Comply with section 19 and 72-2 of the Caltrans Standard Specifications and the technical specifications included herein. The cubic yard (CY) bid item price paid for rock items shall include full compensation for furnishing all labor, materials, mulch, tools, equipment, and incidentals, and for doing all the work involved in moving, hauling, and placement, complete and in place as shown on the plans, as specified in these special provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore. Estimations of material available from on-site excavation is based on existing streambed gradations and is shown in section 72-10 and is included as an estimate only. For purposes of this bid item, material recovered from both Romero or Cold Spring Basin may be used and no additional payment will be made unless import material from a source other than those two sites is necessary. This item is designated as a Final Pay Item.

26. ROCK SLOPE PROTECTION (1-TON, CLASS VIII, METHOD B)

Comply with section 19 and 72-2 of the Caltrans Standard Specifications and the technical specifications included herein. The cubic yard (CY) bid item price paid for rock items shall include full compensation for furnishing all labor, materials, mulch, tools, equipment, and incidentals, and for doing all the work involved in moving, hauling, and placement, complete and in place as shown on the plans, as specified in these special provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore. Estimations of material available from on-site excavation is based on existing streambed gradations and is shown in section 72-10 and is included as an estimate only. For purposes of this bid item, material recovered from both Romero or Cold Spring Basin may be used and no additional payment will be made unless import material from a source other than those two sites is necessary. This item is designated as a Final Pay Item.

27. GROUTED ROCK (3/8-TON, CLASS VI, METHOD B)

Comply with section 19 and 72-3 of the Caltrans Standard Specifications and the technical specifications included herein. The cubic yard (CY) bid item price paid for grouted rock items shall include full compensation for furnishing all labor, materials, mulch, tools, equipment, and incidentals, and for doing all the work involved in moving, hauling, and placement, complete and in place as shown on the plans, as specified in these special provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore. Estimations of material available from on-site excavation is based on existing streambed gradations and is shown in section 72-10 and is included as an estimate only. For purposes of this bid item, material recovered from both Romero or Cold Spring Basin may be used and no additional payment will be made unless import material from a source other than those two sites is necessary. This item is designated as a Final Pay Item.

28. GROUTED ROCK (1/4-TON, CLASS V, METHOD B)

Comply with section 19 and 72-3 of the Caltrans Standard Specifications and the technical specifications included herein. The cubic yard (CY) bid item price paid for grouted rock items shall include full compensation for furnishing all labor, materials, mulch, tools, equipment, and incidentals, and for doing all the work involved in moving, hauling, and placement, grouting, and finishing complete and in place as shown on the plans including the materials, labor, and placement of the 4" HDPE weep holes within the grouted rock side slopes, as specified in these special provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore. Estimations of material available from on-site excavation is based on existing streambed gradations and is shown in section 72-10 and is included as an estimate only. For purposes of this bid item, material recovered from both Romero or Cold Spring Basin may be used and no additional payment will be made unless import material from a source other than those two sites is necessary. This item is designated as a Final Pay Item.

29. GROUTED ROCK (150-LB, CLASS III, METHOD B)

Comply with section 19 and 72-3 of the Caltrans Standard Specifications and the technical specifications included herein. The cubic yard (CY) bid item price paid for grouted rock items shall include full compensation for furnishing all labor, materials, mulch, tools, equipment, and incidentals, and for doing all the work involved in moving, hauling, and placement, grouting, and finishing complete and in place as shown on the plans, as specified in these special provisions, and as directed by the Engineer, and no

additional compensation will be allowed therefore. Estimations of material available from on-site excavation is based on existing streambed gradations and is shown in section 72-10 and is included as an estimate only. For purposes of this bid item, material recovered from both Romero or Cold Spring Basin may be used and no additional payment will be made unless import material from a source other than those two sites is necessary. This item is designated as a Final Pay Item.

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

Comply with section 19 and 72-3 of the Caltrans Standard Specifications and the technical specifications included herein. The cubic yard (CY) bid item price paid for cutoff wall grouted rock items shall include full compensation for furnishing all labor, materials, mulch, tools, equipment, and incidentals, and for doing all the work involved in moving, hauling, and special placement, grouting, and finishing complete and in place as shown on the plans, as specified in these special provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore. Estimations of material available from on-site excavation is based on existing streambed gradations and is shown in section 72-10 and is included as an estimate only. For purposes of this bid item, material recovered from both Romero or Cold Spring Basin may be used and no additional payment will be made unless import material from a source other than those two sites is necessary. This item is designated as a Final Pay Item.

31. CONCRETE PAVEMENT (ACCESS ROAD)

Comply with the plans, section 40 "Concrete Pavement" and section 42 "Grooving" of the Caltrans Standard Specs. The cubic yard bid item price includes all labor, tools, materials, and incidentals to construct the concrete access road with the appropriate grooving as shown in the plans. This item is designated as a Final Pay Item.

32. CABLE RAILING

Comply with the plans, section 83-2.07 of the Caltrans Standard Specs, and the technical specifications included herein. The linear foot (LF) bid item price includes all labor, tools, materials, and incidentals to construct the cable railing as shown in the plans. This item is designated as a Final Pay Item.

33. ENGINEERED STREAMBED MATERIAL

Comply with the plans and sections 26-2 and 72-8 of the technical specifications provided herein. The cubic yard (CY) bid item price includes all labor, tools, materials, equipment, and incidentals to place the streambed material and the quantity includes the volume determined from the dimensions shown on the plans. Estimations of material available from on-site excavation is based on existing streambed gradations and is shown in section 72-10.

34. GRAVEL FILTER

Comply with the plans, the Caltrans Standard Specs, and section 72-12 of the technical specifications included herein. The cubic yard (CY) bid item price includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the work as shown on the plans.

35. PLANT INSTALLATION AND WATERING

Comply with section 20 of the Caltrans Standard Specifications and the special provisions supplemented herein. The square foot (SQFT) bid item price includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing and watering plantings, as shown and described on the plans, as specified in these special provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

36. COLD SPRINGS BASIN ACCESS

Comply with Section 13, 14, and 15 of the Caltrans Standard Specifications and these special provisions. The Contractor is responsible for performing all work associated with constructing, maintaining, and removing appropriate access to Cold Spring Debris Basin stockpiles for the purpose of accessing and hauling rock for use at Romero Basin proposed improvements, and restoring the site to previous conditions after use. Compliance with the PLACs is required. Once appropriate access is installed, this lump sum item will be paid 80% in the subsequent progress payment, with the 20% remaining paid for after removal and restoration.

Replace *Reserved* in section 10-1.03 with:

Jobsite activities that disturb nesting birds is prohibited between February 1st and September 15th. In order to

work within this time period you must coordinate your activities with the Engineer and District Biologist. Should pre-project bird surveys indicate that nesting birds require modifications to Contractor operations, you will be required to rephase your work such that you work in areas that are not impacted by nesting birds.

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

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

12 TEMPORARY TRAFFIC CONTROL

Add to section 12-1.01:

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

Replace section 12-1.04 with:

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

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

Add section 12-1.04A:

12-1.04A PARKING RESTRICTIONS AND POSTING FOR TOW AWAY

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

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

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

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

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

13 WATER POLLUTION CONTROL

Add to the end of section 13-1.01A:

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

1. Rock Slope Protection
2. Engineered Streambed Material
3. Excavation

Add section 13-1.03A(1):

13-1.03A(1) Drainage Control

The proposed project is designated as a Risk Level 2 project. You are fully responsible for continually accepting

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

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

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

Page 1 of 2

Add to the end of section 13-3.01A:

This project's risk level is 2.

Add to section 13-4.03G:

13-4.03G Dewatering

If dewatering activities are needed by you in order to perform basin excavation or placement of RSP or outlet structure, dewatering discharged must conform to the Central Coast RWQCB Basin Plan – 2011 Central Coast, Section II.A.2. 'OBJECTIVES FOR ALL INLAND SURFACE WATERS, ENCLOSED BAYS, AND ESTUARIES.' Below is a link to the Basin Plan:

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

Comply with Section 5-1.20B(1).

Add to the end of section 13-6.02A:

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

Replace section 13-12 with:

13-12 TEMPORARY CREEK DIVERSION SYSTEMS

13-12.01 GENERAL

13-12.01A Summary

Section 13-12 includes specifications for constructing, maintaining, reconstructing, and removing temporary culvert and clear water diversion creek diversion, and restoring creek bed to original condition. The temporary diversion system is used to divert upstream water flows into a temporary pipe to allow construction equipment and trucking access across the creek and debris basin area. Install temporary culvert and clear water diversion in accordance with Caltrans Construction Site BMP Manual BMP NS-5 and these special provisions. Temporary diversion pipe must comply with section 13-12.02.

A schematic of the proposed diversion placement is included in the Informational Handout in the Exhibit entitled "Pilot Channel and Staging Areas Schematic". Please note the following in relation to this plan:

- This plan is intended to be schematic to demonstrate staging areas available for Contractor's use, the grading limits of the Flood Control work to be performed, and the proposed general anticipated placement of the diversion pipe.
- There is a high pressure gas main upstream of the pilot channel work to be performed by Flood Control. Contractor is responsible for locating this main and ensuring that they set up all diversion components a minimum of 20' from the location of this line.
- The Contractor is responsible to implement a temporary creek diversion around their work area for the duration of the Contractor's in-creek and basin work. The Contractor is also responsible to implement a temporary creek diversion around the work area of the pilot channel for the duration of the pilot channel construction (by others) from September 1 – October 15. It would be acceptable to divert just around the Contractor's work area and add the Flood Control work area from September 1 – October 15, or divert the entire length for both durations. This is shown in concept only on the aforementioned exhibit; however, the Contractor is responsible to design, detail, submit for review and acceptance by Flood Control and permitting agencies, install, maintain, and remove and dispose of the system.

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

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

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

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

13-12.01B Definitions

FHWA: Federal Highway Administration

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

MSDS: Material Safety Data Sheet

TCDSP: Temporary Creek Diversion System Plan

13-12.01C Submittals

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

Proposed Temporary Creek Diversion System Plan (TCDSP) must be submitted for approval at least 21 days in advance of construction for review and approval by Flood Control and the permitting agencies. The TCDSP may be required to include:

1. Installation and removal process, including equipment, platforms for equipment, and access locations.
2. Anticipated flow rates.
3. Calculations supporting the sizing of piping, channels, pumps, or other conveyance by using FHWA HY-8 or other equivalent method. Calculate the discharge water flow rate and velocity anticipated where it discharges on any erodible surface, so its conveyance does not cause erosion within the Project or at the discharge to the water body. Temporary culverts attached to banks, walls, or other locations must be designed to hold the full weight of the culvert at capacity and restrain the culvert for any expected hydraulic forces.
4. Plans showing locations of diversion, including layouts, cross sections, and elevations.
5. Materials proposed for use, including MSDS if applicable.
6. Operation and maintenance procedures for the TCDS.
7. Restoration plans showing before and after conditions, including photos of existing conditions for areas disturbed during the installation, operation, and removal of the TCDS.
8. The TCDS design must demonstrate how it will comply with section 13-12.03A, water tightness, and prevent seepage.

The water diversion plan needs to be submitted to the District so they can review and submit to the regulatory agencies for approval. If revisions are required, the Engineer notifies you of the date when the review stopped and provides comments. Submit a revised TCDSP within 5 days of receiving the comments. The Department's review resumes when a complete TCDSP has been resubmitted.

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

13-12.02 MATERIALS

13-12.02A General

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

13-12.02A Gravel

Gravel must:

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

13-12.02B Impermeable Plastic Membrane

Impermeable plastic membrane must be:

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

13-12.02C Gravel-Filled Bags

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

13-12.02D Plastic Pipes

Plastic pipe must comply with section 61-3.01 and must:

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

13-12.02E Block Netting

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

13-12.03 CONSTRUCTION

13-12.03A General

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

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

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

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

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

13-11.03B Excavation & Backfill

Excavation and backfill for temporary diversion pipe shall be performed in a manner that will provide adequate

support for the pipe with a firm, non-settling foundation.

13-12.03C Removal

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

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

13-12.04 PAYMENT

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

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

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

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

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

14 ENVIRONMENTAL STEWARDSHIP

Replace section 14-6.01C with:

14-6.01C CONSTRUCTION

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

Replace section 14-12.04 Reserved with:

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

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

From SAA 2017-0037-R5

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

2.9 Steelhead Seasons. No work shall be conducted within the flowing or ponded water within the stream, which has potential to support steelhead. Adult steelhead may be in the area during periods of high flow (Dec 1 1st to March 31st) and smolt may be in the area during periods of receding flows (March 1st to June 30). Permittee shall not work during these times except as permitted by NOAA. The NMFS Biological Opinion shall be followed for fish salvage and avoidance measures

County to provide biological monitoring, contractor responsible for any dewatering-diversion in coordination w/ County Environmental. Clear-water flow must be maintained downstream.

2.20 Limits of Disturbance. The project footprint boundary shall be clearly staked or brightly flagged in the field prior to project activities. Removal of native vegetation and sediment shall not exceed the limits approved by CDFW.

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

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

2.24 Heavy Equipment in Wetted Areas. Heavy equipment shall not be operated in wetted areas (including but not limited to creek channels, ponded, flowing, or wetland areas) unless an emergency situation exists and a biological monitor is present confirming the absence of animal species of concern and threatened or endangered species.

Once the creek is diverted/dewatered, then heavy equipment can operate in the channel.

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

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

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

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

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

2.30 Vacuum Trucks or Pumps. If vacuum trucks or pumps are used to clean up any contamination, or for any other use, the vacuum hose shall be placed in a 3 to 4 square foot area, protected on all sides by exclusionary fencing to lower velocities and to prevent the uptake of any aquatic life.

2.31 Wet Concrete. If concrete or any cement product is used for project activities, no concrete or any cement product may be poured if measurable rain is forecasted within 15 days. If any concrete is poured after November 1st, a quick cure ingredient shall be added to the concrete mix to ensure a faster set or drying time. Cement and concrete shall not be poured within 150 feet of a stream during the rainy season. Cement shall not be poured in or near a flowing stream, to reduce the potential for significant adverse impacts to the stream, water, or biota without prior approval. To prevent the release of materials that may be toxic to fish and other aquatic species, the poured concrete structure(s) shall be isolated from water and allowed to dry/cure for a minimum of 30 days. As an alternative, the Permittee shall monitor the pH of any water that has come into contact with the poured concrete. If this water has a pH of 9.0 or greater, the water shall be pumped to a tanker truck or to a lined off-channel basin and allowed to evaporate or be transported to an appropriate facility for disposal. During the pH monitoring period,

all water that has come in contact with poured concrete shall be isolated and not allowed to enter the water or otherwise come in contact with fish and other aquatic resources. The water shall be retested until pH values become less than 9.0. Once this has been determined, the area no longer needs to be isolated. Results of pH monitoring shall be made available to CDFW upon request. A non-toxic substance that can buffer the pH shall be made available on site to use if any contamination to water occurs.

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

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

2.34 Diversion Plan. If flowing water is present or reasonably anticipated, the Permittee shall submit for approval a detailed water diversion plan to CDFW. Diversion structures may include the use of sand bag, Port-a-dams, water bladder dams, Krails or driven sheet metal coffer dams. CDFW will review the proposed water diversion method, to approve the plan or provide the requirements for that approval. The Permittee may not commence diversion of water without the explicit approval from CDFW.

2.35 Maintain Water Quality. Permittee shall divert flow in a manner that prevents turbidity, siltation, or pollution and provides flows to downstream reaches. Flows to downstream reaches shall be provided during all times that the natural flow would have supported aquatic life. Said flows shall be sufficient quality and quantity, and of appropriate temperature to support fish and other aquatic life both above and below the diversion. Flow velocities shall be maintained at levels acceptable to fish species. Normal flow shall be restored to the affected stream immediately upon completion of work at that location.

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

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

2.39 Hours of Operation and Lighting. No night work requiring the use of artificial lighting is permitted in areas within stream habitats.

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

2.41 Best Management Practices. Permittee shall actively implement Best Management Practices (BMPs) to prevent erosion and the discharge of sediment and pollutants into streams during project activities. BMPs shall be monitored and repaired if necessary to ensure maximum erosion, sediment, and pollution control. Permittee shall prohibit the use of erosion control materials potentially harmful to fish and wildlife species, such as mono-filament netting (erosion control matting) or similar material, within and adjacent to stream habitats. All fiber rolls, straw waddles, and/or hay bales utilized within and adjacent to the project site shall be free of nonnative plant materials. Fiber rolls or erosion control mesh shall be made of looseweave mesh that is not fused at the intersections of the

weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread.

2.43 Invasive Species. Permittee shall conduct project activities in a manner that prevents the introduction, transfer, and spread of invasive species, including plants, animals, and microbes (e.g., algae, fungi, parasites, bacteria, etc.), from one project site to another. Prevention BMPs and guidelines for invasive plants can be found on the California Invasive Plant Council's website at: <http://www.calipc.org/ip/prevention/index.php>.

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

Concrete Washout areas shall not release concrete or wash water into the site and shall be kept in tidy, serviceable condition.

From SAA 2013-0290-R5

2.8 Storm season: The Permittee's activities within the stream course shall be limited to the dry period of the year from May 1 to December 1 or when the stream is not actively flowing, or at its lowest flow, and no measurable rain is forecasted within 48 hours. If measurable rain is predicted within 24 hours during construction, all activities shall cease for the season, or if before December 1st, until storm flows have returned to pre-storm conditions, and protective measures to prevent siltation or erosion shall be implemented/maintained. Except for after a fire that occurs late fall or winter, the Permittee may work after December 1 or after a rain event where the flows do not return to pre-storm conditions, if all diversion measures are in place and a full time independent biological monitor, who specializes in salmonids, is on site during the entire clean-out process.

2.25 Ramps: Access to the work site shall be limited to those specified in the plans. Any temporary ramps used for implementation of the project shall be removed upon completion of the project.

2.26 Contaminated equipment: All equipment shall be washed and free of weed seeds and invasive aquatic species prior to delivery to the site. If any equipment was used outside of Santa Barbara County, that equipment shall be steam cleaned to prevent any invasive species from being introduced.

2.27 Removal of existing structure: When removing any existing structure, the Permittee shall contain all materials, including dust from the channel at the end of every Day, especially concrete, and the area shall be vacuumed or otherwise cleaned of dust on a daily basis.

2.28 Obstructions: Any temporary dam or other artificial obstruction shall only be built from materials such as clean gravel/rock/boulders which will cause little or no siltation, and shall be approved by CDFW prior to construction.

2.29 Spoil sites: Permanent spoil storage sites shall not be located within a stream, where spoil can be washed back into a stream/lake, or where it will cover aquatic or riparian vegetation.

2.30 Construction materials: Any materials placed in seasonally dry portions of a stream or lake that could be washed downstream or could be deleterious to aquatic life shall be removed from the project site prior to inundation by high flows.

2.31 Disturbed soils: Areas of disturbed soils with slopes toward a stream or lake shall be stabilized to reduce erosion potential. Planting, seeding and mulching is conditionally acceptable. Where suitable vegetation cannot reasonably be expected to become established, non-erodible materials, such as coconut fiber matting, shall be used for such stabilization. No mono-filament material shall be used within any fiber matting. Where needed, the Permittee shall use native vegetation or other treatments including native slash, jute netting, straw wattles, and geotextiles to protect and stabilize soils. Geotextiles, fiber rolls, and other erosion control treatments shall not contain plastic mesh netting.

2.33 Turbid water: Silty/turbid water from dewatering or other activities shall not be discharged into the stream. Such water shall be settled, filtered, or otherwise treated prior to discharge. The Permittee's ability to minimize turbidity/siltation shall be the subject of pre-construction planning and feature implementation.

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

From Certification 34217WQ07

Scheduling

1. The District shall conduct maintenance activities within waters of the State beginning no earlier than August 1 and ending no later than December 15, except as described below:
 - a. The District may conduct herbicide application beginning on May 1, subject to the conditions of this Certification.
 - b. The District may conduct limited maintenance activities within constructed channels, modified creek reaches, and detention/sedimentation basins beginning on June 1, subject to the conditions of this Certification and the following:
 - i. The District shall obtain prior written approval from Central Coast Water Board staff in accordance with Technical Condition Q.3;
 - c. If the District determines a need to conduct additional activities outside the August 1 to December 15 work window, the District shall submit a written request to Central Coast Water Board staff. The request shall identify the proposed maintenance activities, describe the need for maintenance, and specify the length of the requested work window extension. Requests for work window extensions shall be submitted to Central Coast Water Board staff at least 21 days prior to the beginning of the requested extension. The District shall not commence the proposed maintenance activity until written approval has been obtained from Central Coast Water Board staff.
2. After October 1, sediment and erosion control measures shall be kept at work sites and immediately available for installation. At any time, if the National Weather Service predicts a 30% or more chance of 0.5 inches of rain, all maintenance activities except brushing and limbing within waters of the State shall cease and the site manager shall install effective sediment and erosion control measures. Between August 1 and December 15, maintenance activities may resume in waters of the State if site conditions are dry enough to continue work and erosion and sediment control measures prevent discharges to waters of the State. Work may occur when some surface water is present, but best management practices (BMPs) must be implemented to prevent discharges to waters of the State.

Management of Excavated Sediment/Material

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

R. Notification, Inspections and Training

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

U. General Provisions

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

Landscaping and Revegetation

Those areas of Rock-slope Protection that are part of the planting plan shall be backfill with soil to cover the RSP and an additional 6" deep soil cap to create a plantable surface within the voids of the RSP.

Plan Requirements and Timing: Traffic control and noticing requirements shall be included in the project plans and specifications and construction contracts and be implemented during all construction and routine maintenance activities.

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

15 EXISTING FACILITIES

Delete the 7th paragraph of section 15-1.03B and add: Removed concrete must be removed and disposed of offsite.

Add to section 15-1.03D:

It is expected that rock from Cold Spring Basin could be required for completion of the proposed improvements. When this rock is needed, Contractor is responsible for providing access to the Cold Spring Debris Basin stockpile, which is located at near 1030 E. Mountain Drive and requires crossing the creek within the basin. Access is expected to be constructed by using in-basin material to build up earthen abutments and placing plates across to span the flowing creek to avoid any in water impacts. Contractor shall also place fiber rolls or other temporary containment measure at the edge of the plates, and to maintain the crossing such that no material enters the creek area. Contractor required to restore the basin, stockpile, creek, and entrance area to pre-project conditions when use of the site is completed.

DIVISION III EARTHWORK AND LANDSCAPE

Add prior to section 17:

Bid Items and Applicable Sections

Item code	Item description	Applicable section
170103	CLEARING AND GRUBBING	17
192037	STRUCTURE EXCAVATION (RETAINING WALL)	19
193013	STRUCTURE BACKFILL (RETAINING WALL)	19
194001	EXCAVATION (ACCESS ROAD)	19
194001	EXCAVATION (EMBANKMENT)	19
194001	SURPLUS MATERIAL	19-2
204009A	PLANT INSTALLATION AND WATERING	20

17 GENERAL

Add to section 17-2.01:

Clearing and Grubbing consists of removing all vegetation, trees, and tree stumps from within the limits of grading and excavation, as shown on the plans. All vegetation and tree removals require prior approval by the Engineer.

Some trees shown on the plans to be within the limits of grading and excavation may have been removed by others prior to the start of work. You are responsible for removing remaining stumps or downed vegetation from the jobsite that conflicts with the proposed work.

Vegetation and trees located beyond the limits of grading and excavation must be protected in place. You must coordinate your activities with the Engineer when working near trees specifically designated on the plans as 'Protect in Place.' You may be directed to modify grading slopes in these locations.

In addition to the work outlined in Section 16 of the Standard Specifications, the following items of work are included under Clearing and Grubbing unless otherwise covered by a specific bid item.

(1) Maintain dust control at all times by watering; including developing a water supply and furnishing and placing all water required for work done in the Contract, including water used for extra work.

(2) Protection of utilities, trees, fences, gates, walls, and other facilities within the construction zone, except those shown on the plans and those specifically directed by the Engineer to be removed or relocated.

Add to section 17-2.03A:

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

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

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

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

19 EARTHWORK

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

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

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

Dispose of surplus material. Ensure enough material is available to complete the access roads, the southern berm, the rock slope protection, the channel thalweg stabilization, and basin side slopes before disposing of it.

Material recovered during excavation for use as rock slope protection must undergo quality control and comply with the gradations and material requirements specified in section 72. Dispose of material that fails quality control.

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

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

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

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

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

Excavated material to be reincorporated into the site work for RSP and ESM to the maximum extent possible and surplus material to be disposed. Contact the Engineer before disposing of any surplus rock material. A theoretical estimate from surface measurements and subgrade measurements of the cubic yards (CY) of cut, fill, net excavation is provided in the table below. Estimations of the excavated material suitable for RSP or ESM is based on the assumption that approximately 25% of the excavated material (or total net cut) will consist of material suitable for RSP or ESM.

Location	Cut (CY)	Fill (CY)	Net (CY)	Estimated 25% Available for use as RSP/ESM (CY)	Estimated Haul-off (CY)
Embankment (From Existing to Proposed Grade incl. Remove Grouted Rock)	3,489	508 ¹	3,489	872	2,617
Embankment (From Proposed Grade to Subgrade)	1,925	1,925 ¹	1,925	481	1,444
Access Road (From Existing to Proposed Surface)	1,308	94	1,214	304	911
Access Road (From Proposed Grade to Subgrade)	231	231 ¹	231	58	173
Subtotal	6,953		6,859	1,715	5,144
	Structural Excavation (CY)				+810
	Total				5,954

¹ Fill materials to consist of RSP/ESM and therefore not included in a Net (CY) calculation.

* Estimated Haul-off = Net – Estimated Available for RSP/ESM

* Structural Excavation of 810 (CY) not included in above totals. Embankment location includes grouted rock removal and excavation (embankment).

The estimated surplus material export range is dependent on the onsite material suitable for RSP/ESM, and that material imported from Cold Spring Basin stockpile. This range includes a minimum of 4,830 CY of export (based on 100% onsite material use) up to a plausible maximum of 6,470 CY (based on a required 1,640 CY of import from Cold Spring Basin) of export.

See section 72-10 of these special provisions provides additional specifications and estimates regarding the required RSP/ESM. You must use all acceptable excavated rock from the Romero Creek Debris Basin Improvement Project site to satisfy part or all of the required RSP and ESM placement as shown on the plans before importing any rock from the County's Cold Springs Debris Basin stockpile location. In the event more rock is available than estimated for use in placement of RSP and ESM you will continue to use rock native to the Romero Creek Debris Basin Improvement Project site until the supply of acceptable excavated rock is depleted or placement of the required RSP and ESM has been completed as shown on the plans.

For purposes of this contract, the final pay bid items for Remove Grouted Rock, Structure Excavation (Retaining Wall), Excavation (Access Road), and Excavation (Embankment) encompass all required work to remove, cut, fill, place, sort, and recover material for use in the items of work. Changes to these bid items will only be made if the lines and grades shown on the plans are changed. The payment quantity for these respective items is the theoretical volume of cut material in cubic yards (CY) under the final pay items.

For purposes of this contract, the bid item for Import Material From Cold Springs will encompass all required work to load, haul, sort, handle, stockpile, and all incidentals associated with recovering rock material from Cold Springs basin for use in the items of work. The Contractor is required to survey the existing stockpile before and after the work is performed for the express purpose of determining the theoretical volume used which will be reviewed and accepted by the Engineer for payment. The payment quantity for Import Material from Cold Springs is the theoretical quantity necessary if 25% of the excavated Romero Basin material is able to be reused in the grouted rock, RSP, and ESM bid items of work. No adjustment in the bid item price will be made unless the volume of Import Material from Cold Springs exceeds 1,640 CY.

For purposes of this contract, the bid item for Surplus Material encompasses all required work to load, haul, and dispose of all unsuitable, rock, and earthen materials from the site. This item will be paid on a theoretical basis equal to 4,830 CY plus the quantity determined as noted in this technical specification for Import Material From Cold Springs. Changes to this bid item will only be made if the lines and grades shown on the plans are changed,

requiring a change in the theoretical calculation. The payment quantity for Surplus Material is the theoretical quantity necessary if 25% of the excavated Romero Basin material is able to be reused in the grouted rock, RSP, and ESM bid items of work. No adjustment in the bid item price will be made unless the volume of Import Material from Cold Springs exceeds 1,640 CY which would result in a range of 4,830 CY to 6,470 CY for the theoretical quantity of Surplus Material.

The project site is located in a debris flow area. It is possible buried man-made objects and very large boulders not suitable to be reused as RSP or ESM will be scattered within the grading limits for which removal and disposal will be required as part of excavation work subject to the specifications held within section 19 of these standard specifications.

The payment quantity for grading the downstream channel and removal, handling, stockpiling, and processing of the embankment fill material is the theoretical volume of cut material in cubic yards (CY) under the pay item Embankment Excavation. The embankment fill material is estimated to be similar to the natural streambed material on-site. The material may contain concrete, debris, organics, and other foreign matter that is unsuitable to be reincorporated into the project and will be necessary to export and dispose. The Contractor should be aware that bedrock or very large boulders may also be encountered in the project area.

At the direction of the Engineer, the District may retain ownership of select rock material not reincorporated into the work by the Contractor. Should the District reuse rock material excavated by the Contractor onsite that would otherwise be included in Surplus Material, the Surplus Material will be reduced by the theoretical volume of the material used by the District determined by the difference in lines and grades of the material in place. Excavation final pay items will not be modified since excavation, handling, sorting, and stockpiling activities would still be required to be performed. No additional payment will be made to the Contractor for rock retained by the District.

Add to the end of section 19-3.01A:

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

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

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

Replace the 2nd paragraph of section 19-3.04 with:

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

Replace the 6th paragraph of section 19-3.04 with:

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

**Add section 19-4.05:
LARGE BOULDER EXCAVATION**

19-4.05A General

19-4.05A(1) Summary

Section 19-4.05 includes specifications for excavating large boulders with an average dimension greater than 6-feet.

19-4.05A(2) Definitions

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

19-4.05B Materials

Boulders with an average dimension greater than 6-feet found too large to remove may need to be broken in order to facilitate their excavation from within the finish grade.

19-4.05C Construction

Contractors are responsible for removing boulders from within the limits of excavation that are 6-feet in average dimension or less. Large boulders with an average dimension of 6 feet or greater that are visible or partially visible

during the pre-bid job walk are the contractor's responsibility to relocate to remove and dispose of, including any necessary breaking necessary to facilitate the contractor's handling and management of these boulders. In the event that large boulders with an average dimension greater than 6-feet, which are not visible or partially visible at the time of the pre-bid job walk, are found to be too large to remove, the contractor may be directed to break these boulders into boulders between 4' – 6' average diameter, in order to facilitate moving of the boulders. Remove boulders found within the Finish Grade grading plane. At the discretion of the Engineer, boulders with an average dimension of 6 feet or greater found within the Finish Grade grading plane may be left in place. Backfill voids in the Finish Grade grading plane with excavated material. Backfilling of voids shall comply with section 19-6, Embankment Construction.

19-4.05D Payment

Solely the breaking activity will be considered as Supplemental Work (Additional Rock Excavation) and will be paid in accordance with section 9-1.04. Moving of the boulders after breaking into an average dimension of less than 4' is considered as included in the unit price paid for Excavation and no additional compensation will be allowed therefore. Backfilling of voids is considered as included in the unit price paid for Excavation and no additional compensation will be allowed therefore. Payment as supplemental work will only be utilized when different means and methods need to be employed in order to manage and dispose of large boulders with an average dimension of 6 feet or greater, and in no event will the contractor be paid to break these boulders to an average dimension of less than 4 feet, unless such limit is deemed infeasible by the Engineer.

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

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

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

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

Add to section 19-5.03B:

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

20 LANDSCAPE

Add between the 1st and 2nd paragraph of section 20-2.01A(1):

The areas designated on the planting plan will be planted with a blend of native riparian species. Plants will be installed from locally sourced, 1-gallon container plants and/or 5-gallon container plants. The planting palette includes understory, shrub, and canopy species to create a layered habitat that replaces the habitat function that would be disturbed during Project construction (see Plant List Table on the plans). Plants have been ordered from a local nursery by the County and you are to arrange for delivery of the plants to the Project site.

Delete the 4th and 5th paragraphs of section 20-1.01A

Replace the 1st paragraph of section 20-1.01D(2) with:

The Engineer performs progress inspections:

1. After marking plant locations
2. Before cultivating work starts
3. Before planting the plants
4. Before completion of planting work
5. Before the start of plant establishment work
6. Once a month during the plant establishment period

Add between the 1st and 2nd paragraphs of section 20-1.02B:

An irrigation system will not be required for this project. Contractor must supply water via water truck, with sufficient hose length to hand-water, for initial watering of plants on the same day of installation, and once per week until a final walk through is conducted. Watering to consist of 3 to 5 gallons of water per plant. Contractor to provide their own water supply and delivery.

Replace the 2nd paragraph of section 20-1.03C(2) with:

If a plant is to be planted within an existing groundcover area, remove the existing groundcover from within an area 3 feet in diameter centered at each plant location.

Delete sections 20-2.01A(3) to 20-2.01B(8)

Replace section 20-2.01C(1) with:

You will provide the water supply and delivery method. Water trucks may be filled at a location preferable to the Contractor. You must water the plants if stored at the site longer than 2 days.

Delete sections 20-2.01C(2) to 20-2.01C(6)

Delete sections 20-2.02A(1) to 20-2.02B(4)

Delete sections 20-2.03 to 20-2.14

Add to the end of section 20-3.01C(1):

The planting areas are shown in the plans. Plants are to be installed at approximately 4-5ft spacing. A plant basin approximately 2 ft diameter around each plant must be weeded and mulched. Gopher cages will be installed as needed, depending on soil condition, around the oak and sycamore replacement trees. The plant species list table is shown on the plans. The District has ordered and paid for these plants from Santa Barbara Natives, Inc. (700 Venadito Canyon Rd; Goleta CA, 93117; (805) 698-4994). The Contractor is responsible for picking up and delivering all plants to the project site and coordinating all aspects of the pickup with Santa Barbara Natives.

Planting shall consist mainly of 1-gallon container plants from the list specified, spaced at 4-5ft on-center, in a triangular pattern. Sycamores may be in 5 to 15-gallon containers. Contractor should, using general landscape practices, install plants more densely as appropriate near the bottom of the slope; the average spacing of 4.5 ft on-center is used to calculate total plant numbers for the given area, with 10% additional plants to account for mortality.

The Contractor must coordinate plant acquisition and delivery of all plants to the Project site with the County to ensure proper inventory. The Contractor and County will discuss plant placement to achieve a blended plant community. Some existing native oaks will be left standing directly adjacent to the restoration area. Existing trees shall be left in place, undisturbed. Contractor must plant new container plants around existing trees as appropriate.

Plant installation should follow generally accepted landscape practices, including:

- Digging a hole for plant installation at least 3 times as wide as the planting container and with sufficient depth to allow the root ball to be buried and mulched without damaging the plant.
- Amending each planter hole with a suitable amount of soil amendment and fertilizer, and backfilling the planting hole and compacting soil around the plant.
- Forming a watering basin and soil ring around each plant (approx. 2 ft diameter on center of each plant).
- The watering basin shall be covered with a layer of mulch 3 inches deep.

Add to the end of section 20-3.02D:

The contract square foot (SQFT) price paid for Plant Installation and Watering shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in plant installation and initial establishment watering, as shown on the plans, as specified in these special provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

You may be directed to furnish and install Gopher cages and Deer cages and/or import additional mulch. This work is Supplemental Work and will be paid in accordance with section 9-1.04. This only applies in the event that such work is ordered by the Engineer.

Add between the 2nd and 3rd paragraphs of section 20-4.01A:

Minimum-bid plant establishment work is work (1) that is described as plant establishment work and (2) for which a minimum item total must be bid.

Add to section 20-4.01A:

This project has a Type 2 plant establishment period. Duration of plant establishment period will be for 2 weeks or through final contract acceptance, whichever is longer, start of which is defined after all planting work has been completed and accepted.

Add before the 1st paragraph of section 20-4.03A:

Maintain a neat and presentable job site during plant establishment including areas not visible to the public. Cast loose soil over placed RSP until voids are filled and a soil cap deep enough is obtained to plant the required species as shown on the plans. Compaction of RSP material is not required.

Add to section 20-4.03D:

Dispose of weeds under section 20-1.03C(4).

Add to section 20-4.03:

20-4.03H Pest Control

Control pests under sections 20-1.03B and 20-1.03C(1).

Add to the end of section 20-4.03G:

Watering shall consist of an initial deep watering of 3-5 gallon per plant within the first day that plants are installed. Thereafter, watering shall be performed weekly until all plants are planted and a final walk through is conducted.

Each watering visit shall include as many water-truck deliveries as needed to provide 3-5 gallons of water per plant. The watering schedule may be reduced during rainy weather upon discussion and agreement from the County and contractor.

The contract price paid for Initial Watering shall be included in the square foot (SQFT) bid item Plant Installation and Watering and will include full compensation for furnishing all labor, materials, tools, equipment, water and incidentals, and for doing all the work involved in Initial Watering, as shown on the plans, as specified in these special provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

Add to section 20-4.04:

The contract lump sum price paid for Plant Installation and Watering shall include full compensation for furnishing all labor, materials, tools, equipment, water and incidentals, and for doing all the work involved in initial watering, as shown on the plans, as specified in these special provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

Replace the 6th paragraph of section 20-5.04C with:

Spread mulch from the outside edge of the plant basin to the adjacent edges of shoulders, paving, retaining walls, dikes, edging, curbs, sidewalks, walls, fences, and existing plantings. If the plant is 12 feet or more from the adjacent edges of any of these elements, spread the mulch 3 feet beyond the outside edge of the plant basin.

DIVISION IV SUBBASES AND BASES

Add prior to section 23:

Bid Items and Applicable Sections

Item code	Item description	Applicable section
260203	CLASS 2 AGGREGATE BASE	26

DIVISION VI STRUCTURES

Add prior to section 45:

Bid Items and Applicable Sections

Item code	Item description	Applicable section
731516	CONCRETE PAVEMENT (ACCESS ROAD)	40, 42
510060	STRUCTURAL CONCRETE (RETAINING WALL)	51
520101	BAR REINFORCING STEEL (RETAINING WALL)	52

DIVISION VII DRAINAGE FACILITIES

Add prior to section 61:

Bid Items and Applicable Sections

Item code	Item description	Applicable section
710132	REMOVE CULVERT	71
710150	REMOVE INLET	71

DIVISION VIII MISCELLANEOUS CONSTRUCTION

Add prior to section 72:

Bid Items and Applicable Sections

Item code	Item description	Applicable section
153121A	REMOVE GROUTED ROCK	72-10
160220A	HIGH DENSITY POLYETHYLENE PADDING	72-7
729010A	GRAVEL FILTER	72-12
198001	IMPORT MATERIAL FROM COLD SPRINGS	72-10
723060	ROCK SLOPE PROTECTION (300-LB CLASS IV, METHOD B)	72-2
723040	ROCK SLOPE PROTECTION (3/8-TON CLASS VI, METHOD B)	72-2
723090	ROCK SLOPE PROTECTION (1-TON CLASS VIII, METHOD B)	72-2
723040A	GROUTED ROCK (3/8-TON, CLASS VI, METHOD B)	72-3
723050A	GROUTED ROCK (1/4-TON, CLASS V, METHOD B)	72-3
723070A	GROUTED ROCK (150-LB, CLASS III, METHOD B)	72-3
723160A	GROUTED ROCK CUTOFF WALL (1/4 TON, CLASS V, METHOD A)	72-3
720105A	ENGINEERED STREAMBED MATERIAL	72-8

72 SLOPE PROTECITON

Replace the 2nd bullet of section 72-3.02D with:

Weep tubes must:

2. Have a 4-inch nominal diameter.

Replace section 72-7 with:

72-7 HIGH DENSITY POLYETHELENE PADDING

72-7.01 GENERAL

72-7.01A General

Section 72-7 includes specifications for High Density Polyethelene (HDPE) padding

72-7.01B Materials

72-7.01B(1) HDPE (Duramat)

This work consists of furnishing and installing High Density polyethylene padding product or approved equal in conformance with the plans, the manufacturer's recommendations and these special provisions.

The pad shall be 2 1/8-in thick and the size of the mats shall be according to the manufacturer's recommendations. The mats are made of high-density polyethylene for a strong, durable, uniform surface, and shall be installed on retaining walls, restrictor walls and debris walls as shown on the plans. The purpose of installing the mats is to protect the retaining walls from damage. The site installation shall be performed with alignment and adjustment according to the manufacturer's recommendation. Galvanized concrete anchors (3/4-in diameter) shall be installed with epoxy grout at a spacing shown on the plans or as determined by the Engineer. The manufacturer shall decide the layout pattern of the pad and the spacing of galvanized anchors before HDPE padding installation.

72-7.01C Payment

Payment for High Density polyethylene padding product-will be quantified by a square yard area and including labor and materials to install.

Replace section 72-8 with: ENGINEERED STREAMBED MATERIAL

72-8.01 GENERAL

Engineered Streambed Material shall be placed between the rock structures to form the new roughened channel streambed at the line and grade shown on the plans. Engineered Streambed Material shall fill the excavated channel as shown on the plans. The bottom width of the constructed channel bed shall conform to the widths shown on the plans, and the surface shall be sloped a maximum of 2H:1V toward the channel centerline.

72-8.01A Summary

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

72-8.01B Definitions

engineered streambed material (ESM): more naturally varied rock sizes designed to simulate gradations typically found in naturally occurring streambeds

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

native material: rock originating from the project site

organics: flora, detritus, fauna

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

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

72-8.01C Submittals

Submit a QC plan for ESM.

72-8.01D Quality Assurance

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

72-8.01E Quality Assurance Testing

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

72-8.01F Quality Control

If the amount of native material that fails quality control causes a material shortage, substitute with an authorized material from Cold Springs Debris Basin. An authorized substitute brought in as imported borrow is not exempt from quality control and testing as mentioned above.

72-8.01G County Acceptance

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

72-8.02 MATERIALS

The approximate quantity of excavated native rock available for use as ESM and required import from the Cold Springs Debris Basin site are provided in section 72-10 of these special provisions. You are responsible for contacting the County about its stockpiles at Cold Springs Debris Basin. Haul-off of surplus is covered under the excavation bid items.

72-8.02A General

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

Diameter of intermediate axis	Percent of mix
2.7-6.8 ft	16
1.1-2.7 ft	34
1.3-1.1 ft	34
0.084 – 4 in	11
< 0.084 in (Number 8 sieve)	5

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

Rock slope protection and habitat boulders must comply with section 72-2.02B and must be a combination of aggregates from alluvial deposits and aggregates from quarries that are crushed from larger rock material.

72-8.02B Native Streambed Material

Excavate from the streambed's main channel for Native Streambed Material.

72-8.03 CONSTRUCTION

72-8.03A General

Rock that is excavated from within the limits of Streambed Material shall be inspected by the Engineer for suitability of the material to be reincorporated into the proposed work. Material determined to be suitable for reuse shall be cleaned of grout, processed and sorted on site to conform to the material requirements for 150 LB RSP, 300 LB RSP, ¼ Ton RSP, 3/8 Ton RSP, 1 Ton RSP, and Engineered Streambed Material.

Excavated rock and material that will not be reincorporated into the work shall become the property of the Contractor and shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications. No rock shall be removed from the project site without consent from the Engineer.

At the direction of the Engineer, the District may retain ownership of select rock material not reincorporated into the work. Should the District reuse rock material excavated by the Contractor onsite that would otherwise be included in Surplus Material, the Surplus Material will be reduced by the theoretical volume of the material used by the District determined by the difference in lines and grades of the material in place. Excavation final pay items and Grouted Rock, RSP, and ESM placement final pay quantities will not be modified if the District chooses to keep material onsite since excavation, handling, sorting, stockpiling, and placing activities would still be required to be performed. No additional payment will be made to the Contractor for rock retained by the District.

Rock with an intermediate axis greater than 1.5 feet used in Engineered Streambed Material shall come from onsite material derived from excavation and the removal of grouted rock embankment and other excavation. Boulders larger than 4 ft may remain in place as part of the ESM. In the event that the amount of suitable rock derived on site is insufficient, rock shall be imported by the Contractor in accordance with these special provisions.

Voids in the Engineered streambed material shall be filled with fine material in order to create an impervious bed and prevent subsurface water flow during low flows. Filler material shall be composed of fine material that is 100% finer than a 1-inch sieve and 50% finer than a Number 8 sieve. The Contractor shall place at least 1 inch of filler material on the finish surface of the streambed material, tamp filler material into the voids, and jet with a high pressure hose or flood the new streambed. Addition of filler material, tamping and jetting or flooding shall be repeated until water at the upstream end of the new streambed remains flowing on the surface across the entire length of the new channel. No water used in jetting or flooding shall be allowed to discharge into the stream. Discharge must be treated as described in Section 10-1.02 "Water Pollution Control," of these special provisions.

72-8.04 PAYMENT

If ESM is paid by the ton, the payment quantity is the weight determined from scale weighing. If ESM is paid by the cubic yard, the payment quantity is the volume determined from the dimensions shown or ordered.

When the limits of excavation for Engineered Streambed Material are decreased by the Engineer, the volume of Engineered Streambed Material that is not placed will not be measured or paid for.

The contract price paid per cubic yard of Engineered Streambed Material shall include full compensation for cleaning, sorting and processing of rock that is to be reincorporated into the work, and disposal of material not

incorporated into the work.

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

72-9.01 GENERAL

72-9.01A Summary

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

72-9.01B Definitions

The fill beneath the embankment is estimated to be similar to the natural streambed material on-site. The Contractor should be aware that bedrock or very large boulders may be encountered in the project area. Excavation equipment shall be selected accordingly. Blasting will not be permitted. Removed rock shall be inspected by the Engineer for suitability of the material to be reincorporated into the proposed work. Material determined to be suitable for reuse shall be cleaned of grout, processed and sorted on site to conform with section 72-2 for rock slope protection, section 72-3 for grouted rock slope protection, and 72-8 for ESM. The intent is all the grouted rock will be processed and reused as part of the Project. The approximate quantity of excavated native rock available for use as ESM and RSP and required import from the Cold Springs Debris Basin site are provided in section 72-10 of these special provisions. You are responsible for contacting the County about its stockpiles at Cold Springs Debris Basin. Haul-off of surplus is covered under the excavation bid items.

Removed rock and material that will not be reincorporated into the work shall become the property of the Contractor and shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications. No rock shall be removed from the project site without express consent from the Engineer.

At the direction of the Engineer, the District may retain ownership of select rock material not reincorporated into the work. Should the District reuse rock material excavated by the Contractor onsite that would otherwise be included in Surplus Material, the Surplus Material will be reduced by the theoretical volume of the material used by the District determined by the difference in lines and grades of the material in place. Excavation final pay items and Grouted Rock, RSP, and ESM placement final pay quantities will not be modified if the District chooses to keep material onsite since excavation, handling, sorting, stockpiling, and placing activities would still be required to be performed. No additional payment will be made to the Contractor for rock retained by the District.

72-9.04 PAYMENT

The initial volumes of grouted rock removed is determined by the 1971 grouted rock embankment as-builts average thickness and the areas shown on the plans. Thickness of the rock is estimated to be +/-1' from the total thickness shown on the record drawings and the area of removal as shown on the plans. Payment will be a final pay item based on these theoretical volumes. Removal of grouted rock to a depth beyond 4' will be paid for as extra work. If the Contractor chooses to remove additional grouted rock shown to be protected in place, this will need to be replaced in kind at no additional expense to the contract. The contract price paid per cubic yard of remove grouted rock dam shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved in removing grouted rock dam, including cleaning, sorting and processing of rock that is to be reincorporated into the work, and disposal of material not incorporated into the work, in accordance with the plans, these special provisions and as directed by the Engineer.

Replace section 72-10 with:

72-10 RSP/ESM ROCK REQUIRED, ESTIMATED ROCK AVAILABLE ONSITE, AND ESTIMATED IMPORT FROM COLD SPRINGS

72-10.01 General

72-10.01A Summary

Section 72-10 includes nonstandard special provisions for the use and payment of RSP/ESM in construction of the Romero Creek Debris Basin Improvement Project and is supplemental to the specifications provided in sections 19 "EARTHWORK," 72-1 "SLOPE PROTECTION," 72-2 "ROCK SLOPE PROTECTION," 72-3 "CONCRETED-ROCK SLOPE PROTECTION," 72-8, and 72-9 "REMOVE GROUTED ROCK."

72-10.01B Definitions

Not used.

72-10.01C Submittals

Submit a QC plan for RSP and ESM in accordance with sections 72-2, 72-3, and 72-8.

72-10.01D Quality Assurance

The basis for acceptance of RSP or ESM is visual inspection by the Engineer after compliance with section 72-2, 72-3, and 72-8 of the standard specification and these special provisions. Quality of RSP must comply with section 72-2.02B of the standard specifications. Quality of Grouted Rock must comply with section 72-3.02C of the standard specifications.

72-10.02 MATERIALS**72-10.02A General**

Material recovered must be free of organic or other unsatisfactory material before reuse. The embankment fill material is estimated to be similar to the natural streambed material on-site. You may use the excavated material from the embankment or access road for the purposes of ESM and RSP.

72-10.02B Slope Protection Cutoff Walls

Placement method “B” is to be used as specified in section 72-2.03C of the standard specifications, except at grouted rock cutoff walls. Placement method “A” is to be used at the Grouted Rock (Class V) cutoff walls from “RC” 1+80 to “RC” 2+80 as specified in section 72-3.03B of the standard specifications and as shown in the plans.

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

72-10.02B(1) Rock Slope Protection

Native material recovered during excavation for use as rock slope protection must undergo the quality control, comply with the gradations, material requirements, and placement provided in section 72-2 of the standard specifications. Dispose of material that fails quality control.

72-10.02B(2) Concreted-Rock Slope Protection (Grouted Rock)

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

72-10.02C Engineered Streambed Material

Native material recovered during excavation for use as streambed material to protect flowline elevations must undergo quality control and comply with the gradations, material requirements, and placement specified in section 72-8 of these special provisions. Dispose of material that fails quality control.

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

The required Grouted Rock, RSP, and ESM quantities are summarized in the table below:

RSP Class/ ESM	Required (CY)
Class III (Grouted)	401
Class IV	165
Class V (Grouted, slopes and cutoff walls)	1,142
Class VI (Grouted and not grouted)	166
Class VIII	36
ESM	932
Total	2,842

The bid quantity for the Bid Item Import Material From Cold Springs assumes that 25% of the onsite material will be available for use in the Bid Items for grouted rock, RSP, and ESM, for a total estimated usable quantity of

1,715 CY with 1,127 CY of import from Cold Springs Basin. This is an estimate based on assumed particle sizes, and is expected to range based on that defined in Section 19 of these special provisions and the theoretical volumes calculated from lines and grades shown on the plans. Excavation, Import, and Surplus Material export bid items account for the excavation, sorting, handling, stockpiling, separating, and disposal of unsuitable and surplus materials, while the Grouted Rock, RSP, and ESM bid items account for the handling, placement, compaction, grouting (as applicable), filling of voids (as applicable), and incidentals associated with completion of the placement of materials to final grade per the plans and these special provisions.

In the event more rock is available than estimated for use in placement of RSP and ESM you will continue to use rock native to the Romero Creek Debris Basin Improvement Project site until the supply of acceptable excavated rock is depleted or placement of the required RSP and ESM has been completed as shown on the plans.

The final theoretical import of material from Cold Springs will be verified through a survey of the Cold Springs stockpile that will be performed by the Contractor before and after import activities are completed as described in Section 5 and 19 of these special provisions.

Should the District reuse rock material excavated by the Contractor onsite that would otherwise be included in Surplus Material, the Surplus Material will be reduced by the theoretical volume of the material used by the District determined by the difference in lines and grades of the material in place. Excavation and rock placement final pay items will not be modified since excavation, handling, sorting, and stockpiling activities would still be required to be performed.

72-10.03 CONSTRUCTION

Work described under Section 72-10 must also comply with section 19.

72-10.03A Rock Slope Protection

Rock Slope Protection, where shown on the plans, shall conform with Section 72-2, "ROCK SLOPE PROTECTION," of the Standard Specifications and these special provisions.

Cast loose soil over placed RSP until voids are filled. At RSP locations shown on the plans to be planted, provide a soil cap deep enough to plant the required species. Compaction of RSP material is not required.

72-10.03B Concreted-Rock Slope Protection (Grouted Rock)

Rock Slope Protection, where shown on the plans as grouted rock, shall be concreted. Grouted Rock shall conform with Section 72-3, "CONCRETED-ROCK SLOPE PROTECTION," of the Standard Specifications and these special provisions. Grout penetration shall be full depth. Rock to be concreted shall be kept moist for a minimum of 2 hours before concrete is placed.

The rock shall be flushed with water before placing the concrete to remove the fines from the rock surfaces. The rock shall be kept moist before the concreting and without placing in standing or flowing water. Concrete placed on inverts or other nearly level areas may be placed in one operation. On slopes, the concrete shall be placed in two nearly equal applications consisting of successive lateral strips about 10 feet in width starting at the toe of the slope and progressing upward. The concrete shall be delivered to the place of final deposit by approved methods and discharged directly on the surface of the rock. A metal or wood splash plate shall be used to prevent displacement of the rock directly under the concrete discharge. The flow of concrete shall be directed with brooms, spades, or baffles to prevent concrete from flowing excessively along the same path and to assure that all intermittent spaces are filled. Sufficient barring shall be conducted to loosen tight pockets of rock and otherwise aid in the penetration of concrete to ensure the concrete fully penetrates the total thickness of the rock blanket. All brooming on slopes shall be uphill. After the concrete has stiffened, the entire surface shall be re-broomed to eliminate runs and to fill voids caused by sloughing. The surface finish, following the completion of concrete installation, shall consist of one-third of the rock diameter extended above the level of concrete. The exposed rock shall not have a plastered appearance.

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

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

72-10.03C Engineered Streambed Material

Use of ESM in construction of the Romero Creek Debris Basin Improvement Project must comply with section 72-

8 of these special provisions.

72-10.05 PAYMENT

Payment items for Grouted Rock, Rock Slope Protection, and ESM include all work involved with sorting, mixing, testing, placement, grouting, and incidentals associated with installing rock complete and in place.

The payment quantity for sorting, mixing, testing, placement, and grouting is the cubic yards (CY) of placed material under the final pay items for Rock Slope Protection, Grouted Rock, and Engineered Streambed Material. Both excavated material from Romero Basin and rock hauled from Cold Spring Basin stockpile used for RSP, Grouted Rock, or ESM will be paid for under these bid items and no additional payment will be made. Final pay quantities are estimated based on theoretical volumes calculated from lines and grades shown on the plans and are approximate.

See section 19-2.04 and 72-10.02D for estimates of the required, available, and import rock to be used for RSP and ESM.

If the amount of material that fails quality control causes a material shortage and an authorized material is used as substitute, the payment quantity is the cubic yards (CY) of imported borrow (supplemental bid item). It is your responsibility to contact the district about access to its stockpiles at the Cold Springs Debris Basin Site, additional compensation will not be provided for borrow imported from other locations until the Cold Springs Debris Basin Site is depleted of suitable material. If the amount of material that fails quality control causes a material shortage and an authorized material is used as substitute, obtaining the material (material cost and delivery) is change order work. This work is Supplemental Work and will be paid in accordance with section 9-1.04. This only applies in the event that such work is ordered by the Engineer.

The payment quantity for imported borrow does not include material placed to fill low areas. If an ordered change increases the quantity of excavation or decreases the quantity of placed material such that surplus material must be disposed of, disposing of this material is change order work.

Replace section 72-11 with:

72-11 GRAVEL FILTER

72-11.01 GENERAL

The gravel filter is associated with streambank rock slope protection (RSP) revetments and used as a buffer between native base soil and RSP to reduce base soil migration and promote free passage of subsurface drainage.

Gravel filter includes its placement on streambank subgrade as shown.

72-11.02 MATERIAL

The aggregate used in the gravel filter must have a durability index not less than 40 and must contain at least 90 percent crushed particles when tested under California Test 205.

The percentage composition by weight of gravel filter in place must comply with the grading requirements shown in the following table:

Sieve size	Percentage passing
3"	95-100
2"	85-98
1 1/2"	51-90
1"	27-60
3/4 inch	18-45
1/2 inch	5-25
3/8 inch	2-18
No. 4	0-6

72-11.03 CONSTRUCTION

Deliver uniform mixture of gravel filter to the site. Spread uniform mixture in layers and shape to thickness and limits shown using suitable equipment.

Local surface irregularities of the gravel filter aggregate must not vary from the planned slope by more than 2 inches as measured at right angles to the slope.

72-11.04 PAYMENT

The contract price paid per cubic yard of Gravel Filter shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the work as shown on the plans and these special provisions. Measurement will be made based on theoretical volumes to the line and grade as shown on the plans and no additional payment will be made.

DIVISION IX TRAFFIC CONTROL DEVICES

Add prior to section 81:

Bid Items and Applicable Sections

Item code	Item description	Applicable section
839521	CABLE RAILING	83

DIVISION XI MATERIALS

Add prior to section 89:

Bid Items and Applicable Sections

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

STANDARD DETAILS AND PLANS LIST

Description _____ Standard Number _____

STATE DEPARTMENT OF TRANSPORTATION

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

Abbreviations	A10A and A10B
Symbols	A10C - A10E
Chain Link Fence	A85, A85A, & A85B