

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



**NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS**

FOR

Debris Basin Restoration Projects - Thomas Fire 1-9 Debris Flow Incident

FIN PROJECT NO. 18STM1

BID OPENING LOCATIONS:

Attention: Front Counter

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

BIDS OPEN: 2:00 P.M.

August 30, 2018

Electronic Advertising Contract

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

TABLE OF CONTENTS

NOTICE TO BIDDERS	1
SPECIAL PROVISIONS	3
COPY OF BID ITEM LIST	4
FLOOD CONTROL DISTRICT PROVISIONS	7
DIVISION I GENERAL PROVISIONS	7
1 GENERAL	7
2 BIDDING	9
3 CONTRACT AWARD AND EXECUTION	10
4 SCOPE OF WORK	11
5 CONTROL OF WORK	11
6 CONTROL OF MATERIALS	14
7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC	14
8 PROSECUTION AND PROGRESS	38
9 PAYMENT	38
DIVISION II GENERAL CONSTRUCTION	40
10 GENERAL	40
12 TEMPORARY TRAFFIC CONTROL	40
13 WATER POLLUTION CONTROL	40
14 ENVIRONMENTAL STEWARDSHIP	40
DIVISION III GRADING	41
17 WATERING	41
19 EARTHWORK	41
TECHNICAL PROVISIONS	42
DIVISION I GENERAL PROVISIONS	42
1 GENERAL	42
2 BIDDING	42
5 CONTROL OF WORK	43
7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC	43
DIVISION II GENERAL CONSTRUCTION	44
10 GENERAL	44
13 WATER POLLUTION CONTROL	45
14 ENVIRONMENTAL STEWARDSHIP	46

15 EXISTING FACILITIES	47
DIVISION III GRADING.....	48
16 CLEARING AND GRUBBING	48
19 EARTHWORK.....	49
DIVISION IV SUBBASES AND BASES	49
26 AGGREGATE BASES	49
DIVISION V SURFACINGS AND PAVEMENTS.....	50
37 BITUMINOUS SEALS	50
39 HOT MIX ASPHALT	50
DIVISION VI STRUCTURES	51
51 CONCRETE STRUCTURES	51
52 REINFORCEMENT.....	52
57 WOOD AND PLASTIC LUMBER STRUCTURES.....	52
DIVISION VIII MISCELLANEOUS CONSTRUCTION	52
72 SLOPE PROTECTION.....	53
75 MISCELLANEOUS METAL.....	54
80 FENCES.....	54
DIVISION IX TRAFFIC CONTROL FACILITIES	54
83 RAILINGS AND BARRIERS.....	55
STANDARD DETAILS AND PLANS LIST	56

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

Sealed bids will be received until 2:00 PM, August 30, 2018, for the Debris Basin Restoration Projects - Thomas Fire 1-9 Debris Flow Incident at the front counter of the;

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

or

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

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

GENERAL WORK DESCRIPTION: The Project generally consists of providing water pollution control; construction of gravel access roads; removal and reconstruction of damaged fences and railings, repair and reconstruction of concrete structures and appurtenances; removal and reconstruction of asphalt concrete pavement; and miscellaneous debris removal and site cleanup.

PROJECT LOCATION DESCRIPTION: The WORK occurs in unincorporated areas of Santa Barbara County near Montecito and Carpinteria, California, within District owned property and easements.

Complete the work within **forty five (45) working days**.

Dodge Green Sheet Value Code F.

A non-mandatory pre-bid job walk is scheduled for Thursday, August 23, 2018, at 10:00 AM. Bidders interested in attending are to meet at the project site located on Olive Mill Road, just south of the Hot Springs Road intersection (Montecito Debris Basin). The job walk will include site visits of Montecito Debris Basin, Santa Monica Debris Basin and Gobernador Debris Basin.

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

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

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

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

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

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

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

Pursuant to the provisions of Section 1770 et seq. of the California Labor Code, the Prime Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations. A copy of the prevailing rate of per diem wages is on file at the office of the Santa Barbara County Flood Control and Water Conservation District. In addition, the Prime Contractor shall be responsible for compliance with the requirements of Section 1777.5 of the California Labor Code relating to use of apprentice

labor on public works contracts. The OWNER policy is to encourage the employment and training of apprentices on its construction contracts as may be permitted under local apprenticeship standards.

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

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

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

The Bidder shall possess a Class A General Engineering Contractor license or a 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 prior to 2:00 p.m. on the Friday of the week preceding bid opening. Submittals after this date will not be addressed. Questions pertaining to this Project prior to Award of the Contract shall be directed to:

mgriff@cosbpw.net or (805) 568-3440

Include "Project No. 18STM1" in the subject field.

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

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

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

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

Date: _____

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

By: _____

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

**SPECIAL PROVISIONS
FOR
Debris Basin Restoration Projects - Thomas Fire 1-9
Debris Flow Incident**

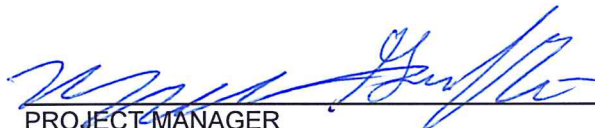
FIN PROJECT NO. 18STM1

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



REGISTERED CIVIL ENGINEER

8/14/2018
DATE




PROJECT MANAGER

8/14/2018
DATE


APPROVAL RECOMMENDED - ENGINEERING MANAGER

8-14-18
DATE


APPROVED BY DEPUTY DIRECTOR OF PUBLIC WORKS,
WATER RESOURCES

8-14-18
DATE

COPY OF BID ITEM LIST

Item No.	F ¹	Item Code	Description	Unit	Quantity	Unit Price	Item Total
1.		999990	Mobilization	LS	1		
2.		130100	Job Site Management	LS	1		
3.		130101A	Temporary Clear Water Diversion (Montecito Debris Basin)	LS	1		
4.		130101A	Temporary Clear Water Diversion (Santa Monica Debris Basin)	LS	1		
5.		130200	Prepare Water Pollution Control Program	LS	1		
6.		152380A	Relocate Boulder Pile (Montecito Debris Basin)	LS	1		
7.		152380A	Relocate Boulder Pile (Gobernador Debris Basin)	LS	1		
8.		150305A	Repair Concrete Pipe Outlet (Upper West Toro Debris Basin)	LS	1		
9.		150312	Repair Spillway Crest Spalled Concrete (Montecito Debris Basin)	LS	1		
10.		150312	Repair Spillway Wall Spalled Concrete (Santa Monica Debris Basin)	LS	1		
11.		150312	Repair Inlet Tower "B" Spalled Concrete (Santa Monica Debris Basin)	LS	1		
12.		150312	Repair Inlet Tower "C" Spalled Concrete (Santa Monica Debris Basin)	LS	1		
13.		150313A	Repair Spillway Wall Ladder (Santa Monica Debris Basin)	LS	1		
14.		155110A	CCTV Inspection - 48" & 42" Dia Low Flow Pipes (Santa Monica Debris Basin)	LS	1		
15.		160103A	Remove Log Debris Pile (Gobernador Debris Basin)	LS	1		
16.		160103A	Remove Sediment and Debris from Spillway Channel (Santa Monica Debris Basin)	LS	1		

¹ "F" denotes Final Pay Item

Item No.	F ²	Item Code	Description	Unit	Quantity	Unit Price	Item Total
17.		260203	Class II Aggregate Base (Cold Springs Debris Basin)	SY	700		
18.		260203	Class II Aggregate Base (Romero Debris Basin)	SY	750		
19.		260203	Class II Aggregate Base (Upper West Toro Debris Basin)	SY	1150		
20.		260203	Class II Aggregate Base (Santa Monica Debris Basin)	SY	4600		
21.		260203	Class II Aggregate Base (Gobernador Debris Basin)	SY	1500		
22.		374207	Crack Treatment (Santa Monica Debris Basin)	LF	300		
23.		390136	Minor Hot Mix Asphalt (Santa Monica Debris Basin)	SY	200		
24.		510502A	Repair Access Ramp Walls (Montecito Debris Basin)	LS	1		
25.		510502A	Repair Creek Wall and Recesses (Montecito Debris Basin)	LS	1		
26.		510502B	Reconstruct Inlet Tower "A" (Santa Monica Debris Basin)	LS	1		
27.		575001A	Access Ramp Timber Stop Logs (Montecito Debris Basin)	LS	1		
28.		575001A	Resting Pool Timber Stop Logs (Montecito Debris Basin)	LS	1		
29.		720110A	Rock Slope Protection (4" Rock) (Montecito Debris Basin)	SY	400		
30.		721420A	Concrete V-Ditch (Santa Monica Debris Basin)	LF	280		
31.		750050A	Trash Rack (24" Dia Inlet - SPPWC 361-2) (Santa Monica Debris Basin)	EA	1		
32.		750050A	Modified Trash Rack (Intake Towers) (Santa Monica Debris Basin)	EA	4		
33.		800003A	Barbed Wire Fence (Type BW, 4-Strand, Metal Post) (Gobernador Debris Basin)	LF	500		
34.		800340	Chain Link Fence (Type CL-5) (Gobernador Debris Basin)	LF	45		
35.		800363A	Chain Link Fence (Type CL-6, Black Vinyl Clad) (Montecito Debris Basin)	LF	560		

¹ "F" denotes Final Pay Item

Item No.	F ³	Item Code	Description	Unit	Quantity	Unit Price	Item Total
36.		802422A	20' Chain link Gate (Type CL-5) (Gobernador Debris Basin)	EA	1		
37.		802620A	16' Chain Link Gate (Type CL-6, Black Vinyl Clad, 1" Mesh) (Montecito Debris Basin)	EA	1		
38.		802670A	24' Chain Link Gate (Type CL-6, Black Vinyl Clad) (Montecito Debris Basin)	EA	1		
39.		832002	Metal Beam Guard Railing (Steel Post) (Santa Monica Debris Basin)	LF	20		
40.		833032A	Chain Link Railing (Black Vinyl Clad, 1" Mesh) (Montecito Debris Basin)	LF	90		
41.		833032B	Chain Link Railing (3.5' Tall, Black Vinyl Clad, 1" Mesh) (Montecito Debris Basin)	LF	600		
42.		839510A	Wood Post and Rail Fence (Montecito Debris Basin)	LF	575		
43.		839527	Cable Railing (Gobernador Debris Basin)	LF	45		
CONTRACTOR'S BID ITEMS SUBTOTAL							
44.			Supplemental work (Additional Water Pollution Control)	LS	1	\$2,500	\$2,500
45.			Supplemental Work (Additional Debris Removal and Site Cleanup)	LS	1	\$10,000	\$10,000
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 2010 edition (Standard Specifications). The Standard Specifications is incorporated herein by reference.

MODIFICATIONS TO STANDARD SPECIFICATIONS

DIVISION I GENERAL PROVISIONS

1 GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Green Book: Standard Specifications for Public Works Construction, 2006 edition, including supplements published by Building News, Inc., Los Angeles, CA.

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

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

holiday: Holiday shown in the following table:

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

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

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

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

Owner: Same meaning as Agency.

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

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

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

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

Supplemental Work: Change Order Work.

Replace section 1-1.12 with:

1-1.12 MISCELLANY

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

2 BIDDING

Add to section 2-1.02:

Section 10285.1 of the Public Contract Code applies.

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 the 2nd through 4th sentences of the 2-1.06A with:

The *Notice to Bidders and Special Provisions, Bid Book*, and project plans are available on the County's website at <http://www.countyofsb.org/pwd/pwwater.aspx?id=3600>

Revised Standard Specifications are available at State of California, Department of Transportation (Caltrans) website at: http://www.dot.ca.gov/hq/esc/oe/construction_standards.html

Add to section 2-1.07of the RSS:

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 2-1.10 of the RSS:

If you make a clerical error in listing subcontractors, submit a written notice to the Director of Public Works within 24 hours after the time of the bid opening with copies of the notice also being sent to the subcontractors involved.

Delete section 2-1.15 to 2-1.27

Replace section 2-1.33 with:

Complete forms in the Bid Book. Submit the forms with your bid.

On the Subcontractor List you may either submit the percentage of each bid item subcontracted with your bid or E-Mail the percentage to: mgriff@cosbpw.net or deliver to Spec Administrator, at: 130 E. Victoria Street, Suite 200, Santa Barbara, Ca. 93101, within 24 hours after bid opening. You are solely responsible for correcting any inadvertent errors in the license numbers within 24 hours 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.

Except for the percentage of each bid item subcontracted, do not E-Mail submittals.

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. Oral, telephonic, or faxed Bids or modifications will not be considered.

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

If an agent other than the authorized corporation officer or a partnership member signs the bid, file a Power of Attorney with the Department either before opening bids or with the bid. Otherwise, the bid may be nonresponsive.

Engineer must assume no responsibility therefor and in no way be held liable for any defects in the work which may result from or be caused by use of such plan or method of work.

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

If a discrepancy exists:

1. The governing ranking of Contract parts in descending order is:
 - 1.1. Permits from other agencies as may be required by law
 - 1.2. Addendums
 - 1.3. Technical provisions
 - 1.4. Flood Control District provisions
 - 1.5. Project plans
 - 1.6. Revised standard specifications
 - 1.7. Standard specifications
 - 1.8. Revised standard plans
 - 1.9. Standard plans
 - 1.10. Information Handout
 - 1.11. Supplemental project information (except where supplemental project information is designated as not a contract document).
2. Written numbers and notes on a drawing govern over graphics
3. A detail drawing governs over a general drawing
4. A detail specification governs over a general specification
5. A specification in a section governs over a specification referenced by that section

Except, when there is a conflict of working hours the more stringent requirement will apply. Change Orders, Supplemental Agreements, and approved revisions to Plans and Specifications will take precedence over Items 2) through 6) above. Detailed plans will have precedence over general plans.

Add to section 5-1.03:

If you and the District are unable to reach agreement on disputed work, the District may order you to proceed with the work. Payment will be as later determined by arbitration, if the District and you agree thereto, or as fixed in a court of law.

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

Add to section 5-1.09:

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

Add to section 5-1.16:

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

Add to section 5-1.17:

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

Submit a copy of your policy at the preconstruction meeting.

Add to section 5-1.23:

Make all submittals to the Engineer.

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

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

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

5. Federal Project Number, if any

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

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

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

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

Add to section 5-1.23C:

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

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

Add to section 5-1.30

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

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

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.

Delete section 5-1.43E

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 6-2.03:

Replace the 2nd paragraph of section 6-3.02 with:

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

Replace the 8th paragraph of section 6-3.05A with:

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

Property	Test
Relative compaction	ANSI/ASTM D 1557 or California Test 216 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
Max/min soil index density	ASTM D 4253 and D 4254
In place soil density	ASTM D 2922 or D 1556 or D 2922 or D 2937 or D 3017

Add to section 6-3.05D:

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.

Replace the 1st paragraph of section 6-3.05E:

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 County 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)(a) Assembly Bill No. 626

Assembly Bill No. 626

CHAPTER 810

An act to add and repeal Section 9204 of the Public Contract Code, relating to public contracts.

[Approved by Governor September 29, 2016. Filed with Secretary of State September 29, 2016.]

SECTION 1. Section 9204 is added to the Public Contract Code, to read:

9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

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

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

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

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

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

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

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

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

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

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

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

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 2-94. - Exceptions.

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

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

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

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

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

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

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

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

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

Sec. 2-95.5. - Exceptions.

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

Sec. 2-96. - Purchase orders.

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

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

Sec. 2-97. - Affirmative Action Officer.

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

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

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

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

Add to section 7-1.02K(1):

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

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

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

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

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

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

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

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

Add to section 7-1.02K(5):

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

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

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

Your Injury and Illness Prevention Program must include:

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

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

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

Replace section 7-1.02P with:

7-1.02P County Ordinance

7-1.02P(1) General

Comply with County Ordinances.

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

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

7-1.02P(2) Grading

Comply with section 13.

Santa Barbara County Grading Ordinance and Santa Barbara Flood Control and Water Conservation District Ordinance No. 35 prohibits the dumping of debris or other materials in a watercourse so as to obstruct or impede normal flow of water therein.

7-1.02P(3) Preservation of Monuments

Comply with Ordinance 1491, in particular, County Code Chapter 28, Article I, Section 49.

Replace section 7-1.05 with:

7-1.05 INDEMNIFICATION

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

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

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

Replace section 7-1.06 with:

7-1.06 INSURANCE

7-1.06A General

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

7-1.06B Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$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. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability:** (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If you maintain higher limits than the minimums shown above, the County of Santa Barbara and the Santa Barbara County Flood Control District (County) requires and shall be entitled to coverage for the higher limits you maintain. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County of Santa Barbara and the Santa Barbara County Flood Control District.

7-1.06C Other Insurance Provisions

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

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

right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by County as a material breach of contract.

9. Subcontractors –You must require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and you must ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.
10. Claims Made Policies – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, you must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

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.

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
- XII. Use of United States-Flag Vessels:

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 NTB_Specials_DB Restoration_Final
FIN Project No. 18STM1

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 U.S.C. Section 140, the Rehabilitation Act of 1973, as amended (29 U.S.C. 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 U.S.C. Section 140, the Rehabilitation Act of 1973, as amended (29 U.S.C. 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 NTB_Specials_DB Restoration_Final
FIN Project No. 18STM1

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

NTB_Specials_DB Restoration_Final
FIN Project No. 18STM1

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).

NTB_Specials_DB Restoration_Final

FIN Project No. 18STM1

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 (), 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 (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

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.

FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3

178	<p>Stockton-Modesto, CA:</p> <p>SMSA Counties:</p> <p>5170 Modesto, CA</p> <p>CA Stanislaus 8120</p> <p>Stockton, CA</p> <p>CA San Joaquin</p> <p>Non-SMSA Counties</p> <p>CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne</p>	<p>12.3</p> <p>24.3</p> <p>19.8</p>
179	<p>Fresno-Bakersfield, CA</p> <p>SMSA Counties:</p> <p>0680 Bakersfield, CA</p> <p>CA Kern</p> <p>2840 Fresno, CA</p> <p>CA Fresno</p> <p>Non-SMSA Counties:</p> <p>CA Kings; CA Madera; CA Tulare</p>	<p>19.1</p> <p>26.1</p> <p>23.6</p>
180	<p>Los Angeles, CA:</p> <p>SMSA Counties:</p> <p>0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange</p> <p>4480 Los Angeles-Long Beach, CA</p> <p>CA Los Angeles</p> <p>6000 Oxnard-Simi Valley-Ventura, CA</p> <p>CA Ventura</p> <p>6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino</p> <p>7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara</p> <p>Non-SMSA Counties</p>	<p>11.9</p> <p>28.3</p> <p>21.5</p> <p>19.0</p> <p>19.7</p> <p>24.6</p>

For the last full week July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

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 (write in the name of the Federal agency or the loan or grant recipient) 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.

CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA

DEBARMENT AND SUSPENSION

Suspension and Debarment

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions

PROCUREMENT OF RECOVERED MATERIALS

Comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962).

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

1. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract

MANDATORY DISCLOSURE

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

CONTRACTOR shall file the required certification in the Bid Book. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

8 PROSECUTION AND PROGRESS

Replace the 1st paragraph 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 you received notice that the contract has been awarded.

Failure to start site job 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 8-1.06B:

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.

Add section 8-1.06D:

8-1.06D Temporary Suspension of Work

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.

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

Replace section 9-1.16F with:

9-1.16F Prompt Payment of Funds Withheld to Subcontractors

The District shall hold five (5) percent retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the District, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

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

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

1. You must bear the expense of the District and the escrow agent, either the County Treasurer or the bank, in connection with the escrow deposit made.
2. Securities or certificates of deposit to be placed in escrow will be of a value at least equivalent to the quantities of retention to be paid to you pursuant to this Section.
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 Director of Public Works.

AA

DIVISION II GENERAL CONSTRUCTION 10 GENERAL

Add to section 10-1.04 of the RSS:

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

AA

12 TEMPORARY TRAFFIC CONTROL

Replace section 12-1.03 with:

You must pay for all costs associated with flagging.

AA

13 WATER POLLUTION CONTROL

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

5. California Stormwater Quality Association (CASQA) Construction BMP Handbook/Portal at <http://www.cabmphandbooks.com/>

Add to Section 13-1.01A:

Comply with the National Discharge Elimination System General Permit for *Storm Water Discharges Associated with Construction and Land Disturbance Activities* (Order No. 2012-0006-DWQ NPDES NO. CAS000002) referred to herein as Permit. The Permit governs stormwater and nonstormwater discharges from construction sites. The Permit may be viewed at the State Water Recourses Control Board website.

Replace the 4th paragraph in section 13-3.01A with:

Discharges of stormwater from the project must comply with NPDES General Permit for *Storm Water Discharges Associated with Construction and Land Disturbance Activities* (Order No. 2012-0006-DWQ NPDES NO. CAS000002) referred to herein as Permit.

Replace the 1st sentence of the second paragraph of section 13-3.01B(2)(a) with:

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

AA

14 ENVIRONMENTAL STEWARDSHIP

Replace "not used" in Section 14-1.02C with:

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

TECHNICAL PROVISIONS

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to section 1-1.01:

Bid Items and Applicable Sections		
Item code	Item description	Applicable section
999990	Mobilization	9

^

2 BIDDING

Add to section 2-1.06B:

The Department makes the following supplemental project information available:

Supplemental Project Information

Means	Description
<i>Included in the Information Handout</i>	1. Montecito Creek Debris Basin record drawings (District Drawing No. O-951)
	2. Santa Monica Creek Debris Basin record drawings (District Drawing No. O-870)
	3. Santa Monica Debris Basin Access Road record drawings (District Drawing No. O-1073)
	4. Environmental Regulatory Permits:
	a. USACOE Debris Basin Maintenance Plan Permit No. SPL-2010-00361-CLH
	b. Central Coast RWQCB Water Quality Certification No. 34217WQ07
	c. CDFW Streambed Alteration Agreement No. 1600-2013-0290-R5
	5. Standard Plans, Details and Drawings
	6. Photographs – Typical limits of Repair Spalled Concrete
	7. Photographs – Typical limits of Repair Access Ramp Wall
	8. Photographs – Typical limits of Repair Creek Wall and Recesses
9. Photographs – Repair Spillway Wall Ladder	
10. Photographs – Typical Limits of Reconstruct Concrete V-Ditch	
11. Photograph – Typical limits of Repair Damaged Asphalt Concrete Pavement	

^

5 CONTROL OF WORK

Add section 5-1.01A:

5-1.01A WORKING HOURS

Working hours must only occur between 7:30 a.m. and 4:30 p.m.. Working Days are as defined in Section 1-1.07B of the Flood Control District Provisions.

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

Add section 5-1.20B(1):

Comply with the environmental regulatory permits listed in Section 14-1.01 and located in the Information Handout. Comply with the Program EIR mitigation measures listed in Section 14-1.01.

Revise section 5-1.32 to read:

Occupy Santa Barbara County Flood Control District (SBCFCD) right-of-way only for the purposes of performing the work.

Defend, indemnify, and hold harmless SBCFCD to the same extent as under section 7.

If needed by you to facilitate construction, coordinate access to the easterly side of Montecito Debris Basin site with Casa Dorinda, Tim Gallagher, (805) 729-3035. You must comply with all access restrictions/mitigations imposed by Casa Dorinda.

Add to section 5-1.36D:

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.

The locations of all public and private utilities shown on the plans are approximate.

^^

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add section 7-1.03A:

7-1.03A STANDARD NOTIFICATIONS

You must deliver notices to each residence adjacent to the Work 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 Name of Project. The contract period is from (date) to (date).

Work on the Project will typically be performed between the hours of 7:30 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.

DIVISION II GENERAL CONSTRUCTION 10 GENERAL

Add to section 10-1:

Bid Items and Applicable Sections		
Item code	Item description	Applicable section
130100	Job Site Management	13
130101A	Temporary Clear Water Diversion	13
130200	Prepare Water Pollution Control Program	13
152380A	Relocate Boulder Pile	15
150305A	Repair Concrete Pipe Outlet	15
150312	Repair Spillway Crest Spalled Concrete	15
150312	Repair Spillway Wall Spalled Concrete	15
150312	Repair Inlet Tower "B" Spalled Concrete	15
150312	Repair Inlet Tower "C" Spalled Concrete	15
150313A	Repair Spillway Wall Ladder	15
155110A	CCTV Inspection – 48" & 42" Dia. Low Flow Pipes	15

Add to RSS section 10-4:

On April 7, 2017, Governor Brown issued an executive order to terminate the January 17, 2014 Drought State of Emergency. However, provisions of Executive Order B-37-16, "Making Water Conservation a California Way of Life," for reduction in potable water use, remain in full force.

AA

13 WATER POLLUTION CONTROL

Add to section 13-1.01A:

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.

Add to section 13-1.03A(1):

13-1.03A(1) Drainage Control

The proposed projects are located within major debris basins that receive inflow from natural and concrete lined creeks. The debris basins can be subjected to significant water and debris flows during storm events and perennial creek flow and nuisance water year around. . 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.

Replace section 13-4.03H with:

13-4.03H Temporary Clear Water Diversion System

13-4.03H(1) General

Santa Monica Creek surface water is actively flowing through the job site towards Intake Tower A (lowest tower).

You may discharge the Temporary Clear Water Diversion System to Intake Tower A, either of the the two intake towers, or to the concrete spillway.

Montecito Creek surface water is actively flowing in low flow concrete channel notch adjacent to "Repair Spillway Crest Spalled Concrete."

You may discharge the Temporary Clear Water Diversion System down the fish passage channel or down the concrete spillway.

Temporary clear water diversion system must be furnished, installed, maintained, and later removed.

You will be required to use pumps to remove water from the worksite if the water diversion system does not perform adequately.

You must submit the design of the proposed temporary clear water diversion system to the Engineer within 7 calendar days of contract approval.

Design, installation and maintenance of the temporary clear water diversion system must conform to the environmental permits and mitigation measures in the Information Handout, and it must include:

1. Prior to entering the creek, a water diversion made of sand bags, plastic sheeting must be installed, and the water will be pumped or gravity drained around the site through a pipe or hose. The water intakes will be screened with mesh with openings no larger than 0.25 inches to prevent

- aquatic wildlife from entering the diversion system. Creek flow must be pumped around the site and released in the downstream of the project, so as not to interfere with the proposed work
2. The water diversion method must be sized to accommodate the field conditions, and must be capable of sustaining the intended load and of discharging a quantity of water required to accommodate the site conditions. Adequacy as to equivalent strength and capacity will be subject to approval, in writing, by the Engineer.

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

13-4.03H(4) Payment

Temporary Clear Water Diversion System is paid for as a lump sum item. Payment for Clear Water Diversion System will be made in partial payments, based on the percentage of completion of the contract time.

AA

14 ENVIRONMENTAL STEWARDSHIP

Add to section 14-1.01:

Comply with all “Final Updated Debris Basin Maintenance and Removal Plan” (June, 2017) mitigation measures and environmental regulatory permits associated with this project and which are located in the Information Handout. The following permits and approvals have been obtained for the project:

- a. U.S. Army Corps of Engineers Debris Basin Maintenance Plan Permit No. SPL-2010-00361-CLH
- b. Central Coast Regional Water Quality Control Board Water Quality Certification No. 34217WQ07
- c. CA Department of Fish and Wildlife Streambed Alteration Agreement No. 1600-2013-0290-R5

You must comply with the following Program EIR Mitigation Measures:

1. **A-1 – Reduce Emissions.** Implement the following Santa Barbara County APCD-approved measures for each piece of heavy-duty diesel construction equipment to minimize NOx emissions:
 - a. The engine size of construction equipment shall be the minimum practical size;
 - b. Heavy-duty diesel-powered construction equipment manufactured after 1996 (with federally mandated clean diesel engines) should be utilized wherever feasible;
 - c. The number of construction equipment operating simultaneously shall be minimized through efficient management practices to ensure that the smallest number is operating at any one time;
 - d. Construction equipment operating onsite shall be equipped with two to four degree engine timing retard or precombustion chamber engines;
 - e. Catalytic converters shall be installed on gasoline-powered equipment, if feasible;
 - f. Diesel catalytic converters shall be installed, if available; and
 - g. Diesel powered equipment should be replaced by electrical equipment, whenever feasible.

2. **A-2 – Reduce Fugitive Dust.** Implement the following Santa Barbara County APCD-approved measures to minimize fugitive dust emissions:
 - a. During construction, use water trucks or sprinkler systems to keep all areas of vehicle movement damp enough to prevent dust from leaving the site. At a minimum, this shall include wetting down such areas in the late morning and after work is completed for the day. Increased watering frequency shall be required whenever the wind speed exceeds 15 mph. Reclaimed water shall be used whenever possible;
 - b. Minimize the amount of disturbed area and reduce on site vehicle speeds to 15 miles per hour or less;
 - c. Gravel pads should be installed at all access points to prevent tracking of mud onto public roads;
 - d. If importation, exportation, and stockpiling of fill material is involved, soil stockpiled for more than two days shall be covered, kept moist, or treated with soil binders to prevent dust generation;
 - e. Trucks transporting fill material to and from the site shall be tarped; and
 - f. Dust control requirements shall be shown on all grading plans.

3. **C-1 - Unexpected Archeological Finds.** If cultural materials are unexpectedly uncovered during maintenance activities, immediately notify the District who will consult with a qualified archeologist

who shall inspect the material and coordinate with the District to halt or redirect earth-disturbing maintenance work until the significance of the material is determined, and the location is cleared for further work.

- 4. **N-1 – Minimize Noise.** All contractors and subcontractors shall limit construction activity; including equipment maintenance and site preparation to weekdays and the hours of 7:30 AM and 4:30 PM. Equipment and haul trucks shall be equipped with functioning and properly maintained muffler systems, including intake silencers where necessary. Additional reductions in noise emissions shall be provided, as feasible, by performing noisy operations, such as chipping and loading spoils into dump trucks on the banks, as far away as practicable from sensitive receptors.

- 5. **W-1 - Reduce Sedimentation.** The Contractor shall minimize the amount of surface disturbance and vegetation removal to the extent feasible during all activities in order to reduce the area of disturbed soils that could be eroded during winter runoff. No permanent stockpiles or dewatering operations shall be established in the channel bed or basin bottom. All fill shall be compacted to reduce erosion. If work must occur in a wetted channel that has continuous flow downstream of the work site, the District shall either temporarily divert streamflow around the work site, or provide temporary sediment containment downstream of the site. In addition, the Contractor shall check silt fencing, diversions, and settling ponds twice a day.

- 6. **W-7 – Reporting Water Quality Incidents.** The Contractor shall train its crews to identify and report incidents or materials observed in the creeks during work that could cause significant water quality impacts, including illegal dumping of trash, pet waste, and green waste; homeless encampments; and drain outlets with evidence of poor water quality.

No payment will be made for compliance with regulatory permits and mitigation measures. Compliance is included in the various items of work involved.

Replace "not used" in Section 14-1.02C with:

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.

^^

15 EXISTING FACILITIES

Add to section 15-2.09E:

15-2.09E Relocate Boulder Piles

Relocate boulder piles at Montecito Debris Basin and Gobernador Debris Basin to new areas at each debris basin site, as shown on the plans and as directed by the Engineer.

Add to section 15-5.03:

Section 15-5.03 includes specifications for Repair Concrete Pipe Outlet and Repair Spillway Crest, Spillway Wall, Tower "B", and Tower "C" Spalled Concrete.

The minimum required compressive strength for concrete used to repair Spalled concrete structures is 4,000 psi at 28 days.

Where Repair Spalled Concrete occurs immediately adjacent to an existing concrete expansion joint, place new expansion joint filler in accordance with Section 51-2.

Photographs of typical limits of Repair Spalled Concrete are located in the Information Handout.

Apply concrete adhesive in accordance with Section 95-2.03, "Epoxy Adhesive For Bonding Freshly Mixed Concrete To Hardened Concrete."

Delete the last sentence of section 15-5.03C

^^

52 REINFORCEMENT

Add to section 52-1.01A:

Reinforcing steel for concrete structures must be deformed bars complying with ASTM A706.

^^

57 WOOD AND PLASTIC LUMBER STRUCTURES

Add to section 51-1.01A:

Section 57-1 includes specifications for Timber Stop Logs.

Furnish, fabricate and install the timber stop logs and appurtenant miscellaneous metal items in accordance with the Montecito Creek Debris Basin Record Drawing. A copy of the Montecito Creek Debris Basin record drawings (District Drawing O-951) is located in the Information Handout.

Appurtenant miscellaneous metal associated with timber stop logs must comply with Section 75-1.02.

MATERIALS.--Timber for stop logs and stop log supports shall be rough graded Douglas Fir Stress Grade No. 1.

Certificates of compliance for all materials shall be submitted to the Engineer.

ACCEPTANCE TRIAL OPERATION.--After completion of installation, the District will examine the stop log installations for final acceptance. The individual components of the stop logs will be examined first to determine whether or not the workmanship conforms to the specification requirements. The Contractor will be required to place the stop logs and posts in the guides and post pockets a sufficient number of times to demonstrate that the stop logs fit properly and seat uniformly. Required repairs or replacement to correct defects shall be made by the Contractor and no additional compensation will be allowed therefor. The trial operation shall be repeated after defects are corrected.

PAYMENT.—Timber Stop Logs will be measured and paid for as lump sums for each itemized location.

^^

DIVISION VIII MISCELLANEOUS CONSTRUCTION

Add before section 72:

Bid Items and Applicable Sections		
Item code	Item description	Applicable section
72011A	Rock Slope Protection (4" Rock)	72
721420A	Concrete V-Ditch	72
750050A	Trash Rack (24" Dia Inlet – SPPWC 361-2)	75
750050A	Modified Trash Rack (Intake Towers)	75
800003A	Barbed Wire Fence (Type BW, 4-Strand, Metal Post)	80
800340	Chain Link Fence (Type CL-5)	80
800363A	Chain Link Fence (Type CL-6, Black Vinyl Clad)	80

802422A	20' Chain link Gate (Type CL-5)	80
802620A	16' Chain Link Gate (Type CL-6, Black Vinyl Clad, 1" Mesh)	80
802670A	24' Chain Link Gate (Type CL-6, Black Vinyl Clad)	80

72 SLOPE PROTECTION

Add to section 72-2:

Section 72-2 includes specifications for Rock Slope Protection (4" Rock) needed to reconstruct the Montecito Debris Basin access road.

Rock Slope Protection (4" Rock) includes all of the work necessary to reconstruct the Montecito Debris Basin access road in accordance with the Montecito Creek Debris Basin Record Drawing and the dimensions shown on the plans. A copy of the Montecito Creek Debris Basin record drawings (District Drawing O-951) is located in the Information Handout.

Excavate and prepare access road subgrade under Section 19-1.01A.

Place a 3" layer of excavated material spoils, wheel compacted, over RSP (4" Rock) from STA 0+67 to STA 1+90.

MATERIAL - Rock Slope Protection (4" Rock) used for the basin access ramp shall be well-graded and shall range in size from 3 inches minimum to 6 inches maximum in greatest dimension. No stone shall have a minimum dimension of less than 3 inches.

RSP must be angular. RSP must be of such shape to provide a stable driving surface. Flat or elongated shapes will not be accepted unless the thickness of the individual pieces is at least one-third of the length. RSP must be durable, sound, hard, resistant to abrasion and free from laminations, weak cleavage planes, and the undesirable effects of weathering. It shall be of such character that it will not disintegrate from the action of air, water, or the conditions to be met in handling and placing. All material shall be clean and free from deleterious impurities, including alkali, earth, clay, refuse, and adherent coatings.

PAYMENT - RSP (4" Rock) is paid for by the square yard of material placed, as measured in the field. RSP (4" Rock) placed thicker than the dimensions shown on the plans will not be measured or paid for, unless so ordered by the Engineer.

Add to section 72-5.01:

Section 72-5 includes specifications for Concrete V-Ditch.

Remove damaged Concrete V-Ditch to the limits shown on the plans, as marked in the field, and as directed by the Engineer, in accordance with Section 15-3.01. Photographs of typical limits of Concrete V-Ditch removal are located in the Information Handout.

Reconstruct Concrete V-ditches to their existing line and grade, except as noted on the plans. Where concrete V-ditches are noted to be reconstructed to new line and grades, excavate as necessary. Excavation must comply with Section 19. Excavated material may be disposed of on site, as directed by the Engineer.

Concrete V-Ditch subgrade must be free of loose or extraneous material.

Concrete V-Ditch IS paid for by the linear foot of V-ditch placed, as measured in the field.

AA

75 MISCELLANEOUS METAL

Add to section 75-1.02:

Section 75-1.02 includes specifications for fabricating and installing miscellaneous metal materials associated with Concrete Structures, miscellaneous metal materials associated with Timber Stop Logs, and all Trash Racks.

Appurtenant miscellaneous Iron and Steel for Concrete Structures and Timber Stop Logs include all steel plates, tubular steel posts, angle iron, steel pipe shell, bolts, studs, threaded rods, locking device, nuts, eyebolts, washers and lockwashers, etc....

Galvanize all miscellaneous iron and steel. Galvanization must comply with section 75-1.05.

Miscellaneous Iron and Steel for Concrete Structures and Timber Stop Logs shall be considered as included in the prices paid for those items and no additional compensation will be allowed therefore.

Add Section 75-1.02D:

75-1.02D Trash Racks

Trash Rack for 24" Dia. pipe inlet must be constructed in accordance with APWA Standard Plan for Public Works Construction 361-2 and as shown on the plans. Submit a shop drawing for review and approval prior to fabrication.

Modified Trash Racks for the Santa Monica Debris Basin intake towers must be constructed in accordance with the details shown on the plans. Submit a shop drawing for review and approval prior to fabrication.

^ ^

80 FENCES

Add to section 80-1.01:

Remove and dispose of any existing fencing that conflicts with proposed fencing. Remove and dispose of any damaged fence or fencing rubbish found at each project site where new fencing is proposed.

Removal and disposal of fencing materials must comply with section 15-2.02.

^ ^

DIVISION IX TRAFFIC CONTROL FACILITIES

Add before section 82:

Bid Items and Applicable Sections		
Item code	Item description	Applicable section
832002	Metal Beam Guard Railing (Steel Post)	83
833032A	Chain Link Railing (Black Vinyl Clad, 1" Mesh)	83
833032B	Chain Link Railing (3.5' Tall, Black Vinyl Clad, 1" Mesh)	83
839510A	Wood Post and Rail Fence	83
839527	Cable Railing	83

83 RAILINGS AND BARRIERS

Add to section 83-1.01:

Section 83-1 includes specifications constructing Wood Post and Rail Fence.

Remove and dispose of any existing wood post and rail fencing that conflicts with proposed.

Footings for Wood Post and Rail Fence must comply with section 80-1.04

Dimensions of posts and rails must be in accordance with the details shown on the Montecito Creek Debris Basin Record Drawing. A copy of the Montecito Creek Debris Basin record drawings (District Drawing O-951) is located in the Information Handout.

Wood post and rail fence must be round, pressure treated lodgepole pine. Rails shall be doweled. Posts shall have chamfered tops and shall be drilled to receive the rails. The fence manufacturer shall provide a lifetime fencing materials guarantee.

Remove and dispose of and damaged railing or railing rubbish found at each project site where new railing is proposed.

Remove and dispose damaged railing posts that are embedded in concrete walls. If new railing post locations do not coincide with existing post locations, damaged posts must be removed 2" below the top of the wall and patched with mortar. At the Montecito Debris Basin, mortar must be colored to match existing wall color.

Removal and disposal of railing materials must comply with section 15-2.02.

STANDARD DETAILS AND PLANS LIST

Description	Standard Number
-------------	-----------------

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

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

Trash Rack	361-2
Steel Step	635-3

STATE DEPARTMENT OF TRANSPORTATION

The Standard Plan sheets (dated 2015) applicable to this contract include, but are not limited to, those indicated below.

Acronyms and Abbreviations	A3A and A3C
Lines and Symbols	A10C - A10E
Chain Link Fence Details	A85A Barbed Wire and Wire
Mesh Fences	A86 Midwest Guardrail System Standard Railing Section
A77I2 (Steel Post with Notched Wood or Notched recycled Plastic Block	
Chain Link Railing	B11-7
Cable Railing	B11-47



Santa Barbara County Flood Control & Water
Conservation District and Water Agency

ADDENDUM NUMBER 1

To: All Bidders
From: Jonathan S. Frye, Engineering Manager JSF
Date: August 26, 2018
Project: Debris Basin Restoration Projects - Thomas Fire 1-9 Debris Flow Incident
Bid Date: 2:00 PM, Thursday, August 30, 2018 (No Change)

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

Bid Book

1. Replace Pages BID-3, BID-4 and BID-5, "Bid List," with the attached Pages BID-3, BID-4 and BID-5. [Item No. 46, Supplemental Work (Modify Timber Stop Logs), has been added to the Bid List.]

Contract Special Provisions

1. Page 47, Section 15, Existing Facilities:

Add the following paragraph to Section 15-5.03:

Your attention is directed to ongoing work being performed by others in the vicinity of Inlet Towers A, B, and C at the Santa Monica Debris Basin and the fact that the existing conditions at, or near, these towers will be different at the time of construction from those at the time of bid opening.

Included with Addendum No.1 is a Crane Access Pad Grading Plan. This is ongoing work being performed by others.

Included with Addendum No.1 is an Air Vent Pipe Relocation Plan. This is ongoing work being performed by others. You must project in place the 6" Dia. steel pipe air vent affixed to Tower C as you Repair Inlet Tower "C" Spalled Concrete. You may disassemble and reassemble the vent pipe and appurtenant hardware, to its original condition, as needed to repair spalled concrete.

Naomi Schwartz Building, 130 E. Victoria Street, Santa Barbara, California 93101
(805) 568-3440 FAX: (805) 568-3434
Web: <http://www.countyofsb.org/pwd/water>

Scott McGolpin
Public Works Director

Thomas D. Fayram
Deputy Public Works Director

Included with Addendum No.1 is a photograph of the Upper West Toro Debris Basin, Repair Concrete Pipe Outlet limits.

2. Page 49, Section 26, Aggregate Bases:

Add the following paragraph to Section 26-1.02A:

Aggregate base shall be Class 2 and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and these special provisions. Alternatively, aggregate base can consist of Class 3 material conforming to the provisions in Section 26-1.02B, "Class 3 Aggregate Base," of the Standard Specifications, comprised of reclaimed material provided the Class 3 material will meet the gradation and quality requirements for Class 2 aggregate base.

3. Page 52, Section 57, Wood and Plastic Lumber Structures:

Add the following paragraph to Section 51-1.01A:

You may be directed to modify timber stop logs. This work is Supplemental Work and will be paid in accordance with section 9-1.04. In no case will modify timber stop logs be paid for unless such work is directed by the Engineer.

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

Attachments: As noted

Naomi Schwartz Building, 130 E. Victoria Street, Santa Barbara, California 93101
(805) 568-3440 FAX: (805) 568-3434
Web: <http://www.countyofsb.org/pwd/water>

Scott McGolpin
Public Works Director

Thomas D. Fayram
Deputy Public Works Director

BID ITEM LIST

Item No.	F¹	Item Code	Description	Unit	Quantity	Unit Price	Item Total
1.		999990	Mobilization	LS	1		
2.		130100	Job Site Management	LS	1		
3.		130101A	Temporary Clear Water Diversion (Montecito Debris Basin)	LS	1		
4.		130101A	Temporary Clear Water Diversion (Santa Monica Debris Basin)	LS	1		
5.		130200	Prepare Water Pollution Control Program	LS	1		
6.		152380A	Relocate Boulder Pile (Montecito Debris Basin)	LS	1		
7.		152380A	Relocate Boulder Pile (Gobernador Debris Basin)	LS	1		
8.		150305A	Repair Concrete Pipe Outlet (Upper West Toro Debris Basin)	LS	1		
9.		150312	Repair Spillway Crest Spalled Concrete (Montecito Debris Basin)	LS	1		
10.		150312	Repair Spillway Wall Spalled Concrete (Santa Monica Debris Basin)	LS	1		
11.		150312	Repair Inlet Tower "B" Spalled Concrete (Santa Monica Debris Basin)	LS	1		
12.		150312	Repair Inlet Tower "C" Spalled Concrete (Santa Monica Debris Basin)	LS	1		
13.		150313A	Repair Spillway Wall Ladder (Santa Monica Debris Basin)	LS	1		
14.		155110A	CCTV Inspection - 48" & 42" Dia Low Flow Pipes (Santa Monica Debris Basin)	LS	1		
15.		160103A	Remove Log Debris Pile (Gobernador Debris Basin)	LS	1		
16.		160103A	Remove Sediment and Debris from Spillway Channel (Santa Monica Debris Basin)	LS	1		

¹ "F" denotes Final Pay Item

Item No.	F ²	Item Code	Description	Unit	Quantity	Unit Price	Item Total
17.		260203	Class II Aggregate Base (Cold Springs Debris Basin)	SY	700		
18.		260203	Class II Aggregate Base (Romero Debris Basin)	SY	750		
19.		260203	Class II Aggregate Base (Upper West Toro Debris Basin)	SY	1150		
20.		260203	Class II Aggregate Base (Santa Monica Debris Basin)	SY	4600		
21.		260203	Class II Aggregate Base (Gobernador Debris Basin)	SY	1500		
22.		374207	Crack Treatment (Santa Monica Debris Basin)	LF	300		
23.		390136	Minor Hot Mix Asphalt (Santa Monica Debris Basin)	SY	200		
24.		510502A	Repair Access Ramp Walls (Montecito Debris Basin)	LS	1		
25.		510502A	Repair Creek Wall and Recesses (Montecito Debris Basin)	LS	1		
26.		510502B	Reconstruct Inlet Tower "A" (Santa Monica Debris Basin)	LS	1		
27.		575001A	Access Ramp Timber Stop Logs (Montecito Debris Basin)	LS	1		
28.		575001A	Resting Pool Timber Stop Logs (Montecito Debris Basin)	LS	1		
29.		720110A	Rock Slope Protection (4" Rock) (Montecito Debris Basin)	SY	400		
30.		721420A	Concrete V-Ditch (Santa Monica Debris Basin)	LF	280		
31.		750050A	Trash Rack (24" Dia Inlet - SPPWC 361-2) (Santa Monica Debris Basin)	EA	1		
32.		750050A	Modified Trash Rack (Intake Towers) (Santa Monica Debris Basin)	EA	4		
33.		800003A	Barbed Wire Fence (Type BW, 4-Strand, Metal Post) (Gobernador Debris Basin)	LF	500		
34.		800340	Chain Link Fence (Type CL-5) (Gobernador Debris Basin)	LF	45		
35.		800363A	Chain Link Fence (Type CL-6, Black Vinyl Clad) (Montecito Debris Basin)	LF	560		

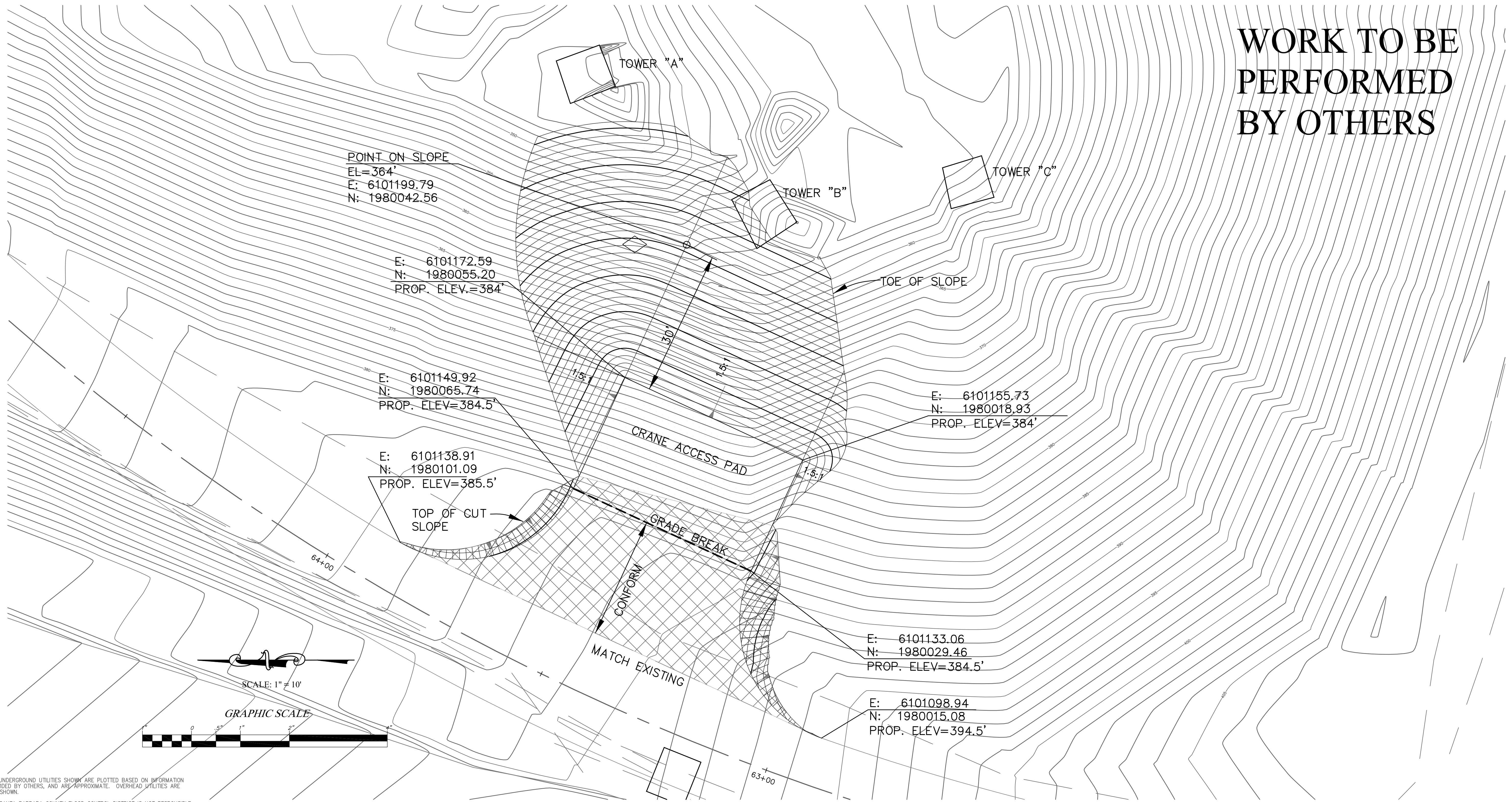
¹ "F" denotes Final Pay Item

Item No.	F ³	Item Code	Description	Unit	Quantity	Unit Price	Item Total
36.		802422A	20' Chain link Gate (Type CL-5) (Gobernador Debris Basin)	EA	1		
37.		802620A	16' Chain Link Gate (Type CL-6, Black Vinyl Clad, 1" Mesh) (Montecito Debris Basin)	EA	1		
38.		802670A	24' Chain Link Gate (Type CL-6, Black Vinyl Clad) (Montecito Debris Basin)	EA	1		
39.		832002	Metal Beam Guard Railing (Steel Post) (Santa Monica Debris Basin)	LF	20		
40.		833032A	Chain Link Railing (Black Vinyl Clad, 1" Mesh) (Montecito Debris Basin)	LF	90		
41.		833032B	Chain Link Railing (3.5' Tall, Black Vinyl Clad, 1" Mesh) (Montecito Debris Basin)	LF	600		
42.		839510A	Wood Post and Rail Fence (Montecito Debris Basin)	LF	575		
43.		839527	Cable Railing (Gobernador Debris Basin)	LF	45		
CONTRACTOR'S BID ITEMS SUBTOTAL							
44.			Supplemental work (Additional Water Pollution Control)	LS	1	\$2,500	\$2,500
45.			Supplemental Work (Additional Debris Removal and Site Cleanup)	LS	1	\$10,000	\$10,000
46.			Supplemental Work (Modify Timber Stop Logs)	LS	1	\$20,000	\$20,000
SUPPLEMENTAL WORK BID ITEMS SUBTOTAL							
TOTAL BID							

TOTAL BID ITEMS PRICE IN WORDS: _____

¹ "F" denotes Final Pay Item

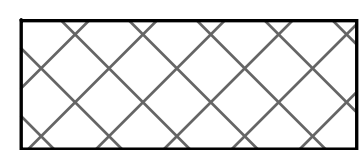
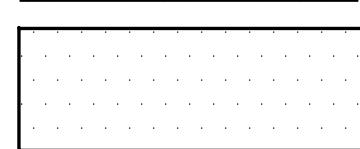
WORK TO BE PERFORMED BY OTHERS



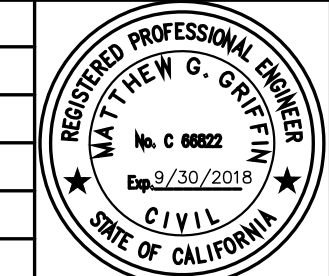
ALL UNDERGROUND UTILITIES SHOWN ARE PLOTTED BASED ON INFORMATION PROVIDED BY OTHERS, AND ARE APPROXIMATE. OVERHEAD UTILITIES ARE NOT SHOWN.

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.

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.

	CUT - 16.11 Cu.Yd.
	FILL - 723.72 Cu.Yd.

REVISIONS				DESIGNED BY: <i>Matt Druffin</i> 8/14/2018 FLOOD CONTROL DESIGN ENGINEER	SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT 130 E. VICTORIA STREET SANTA BARBARA, CA 93101 (805) 568-3440		DEBRIS BASIN RESTORATION PROJECTS THOMAS FIRE 1-9 DEBRIS FLOW INCIDENT AREAS OF MONTECITO AND CARPINTERIA SANTA BARBARA COUNTY, CALIFORNIA	SANTA MONICA DEBRIS BASIN CRANE ACCESS PAD	DESIGNED BY:
NO.	DESCRIPTION	DATE	APR						MG
									DRAWN BY: JM/OR
									CHECKED BY: MG
								SHEET 1 OF 1	
								Filename: SantaMonicaTowers-sht6r.DWG	



AIR VENT PIPE RELOCATION PLAN

SMDB

8/11/18

M.G.G

1/2

Warning:

Take Proper Precautions when working with or near Asbestos Conc. (A.C) PIPE

WORK TO BE PERFORMED BY OTHERS

6" ϕ Steel Pipe, See Elevation View

Tower "C"

EL = 396.0

EL = 391.0 \pm

EL = 385.0 \pm

E.G.

Core 10" ϕ opening through concrete wall at location of ex. A.C. pipe. Core wall thickness = 2'-3" \pm . Connect 6" ϕ Steel pipe per "Connection Detail."

3' cover TYP.

Steel pipe use bend fitting. construct support per "Concrete Seal Detail."

45 $^\circ$

EX 42" RCP

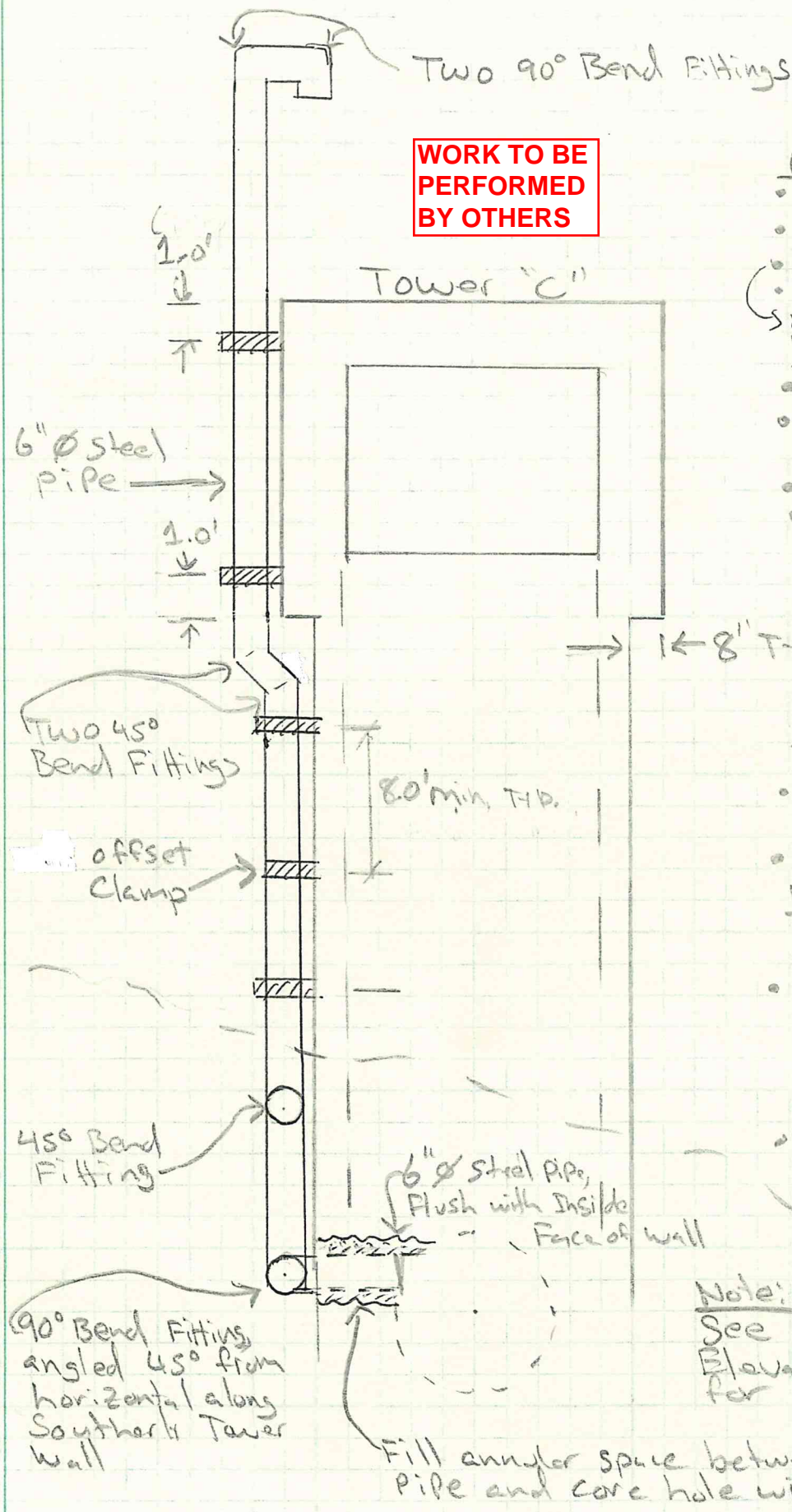
FL = 346.0 \pm

Southerly Elevation View

N. T. S.

AMPAD

AMPAD



WORK TO BE PERFORMED BY OTHERS

- 6" ϕ Steel Pipe!
- ASTM A-53;
 - Schedule 40;
 - Victrolite Couplings
 - Galvanized (Zinc Coating)
- ↳ or welded @ bend fittings

- Bend Fittings
- ASTM A-197
 - Class 150
 - Malleable Iron Pipe
 - threaded
 - Galvanized (Zinc Coating)

offset Clamps

- Anvil FIG 103 or approved equal.
- Anchor offset clamps with Red Head Tapout Screws, $\frac{1}{2}$ " ϕ x 3" Length
- Place offset clamps as shown and immediately below all fittings and joints,
- Galvanized (Zinc Coating)

← E.G

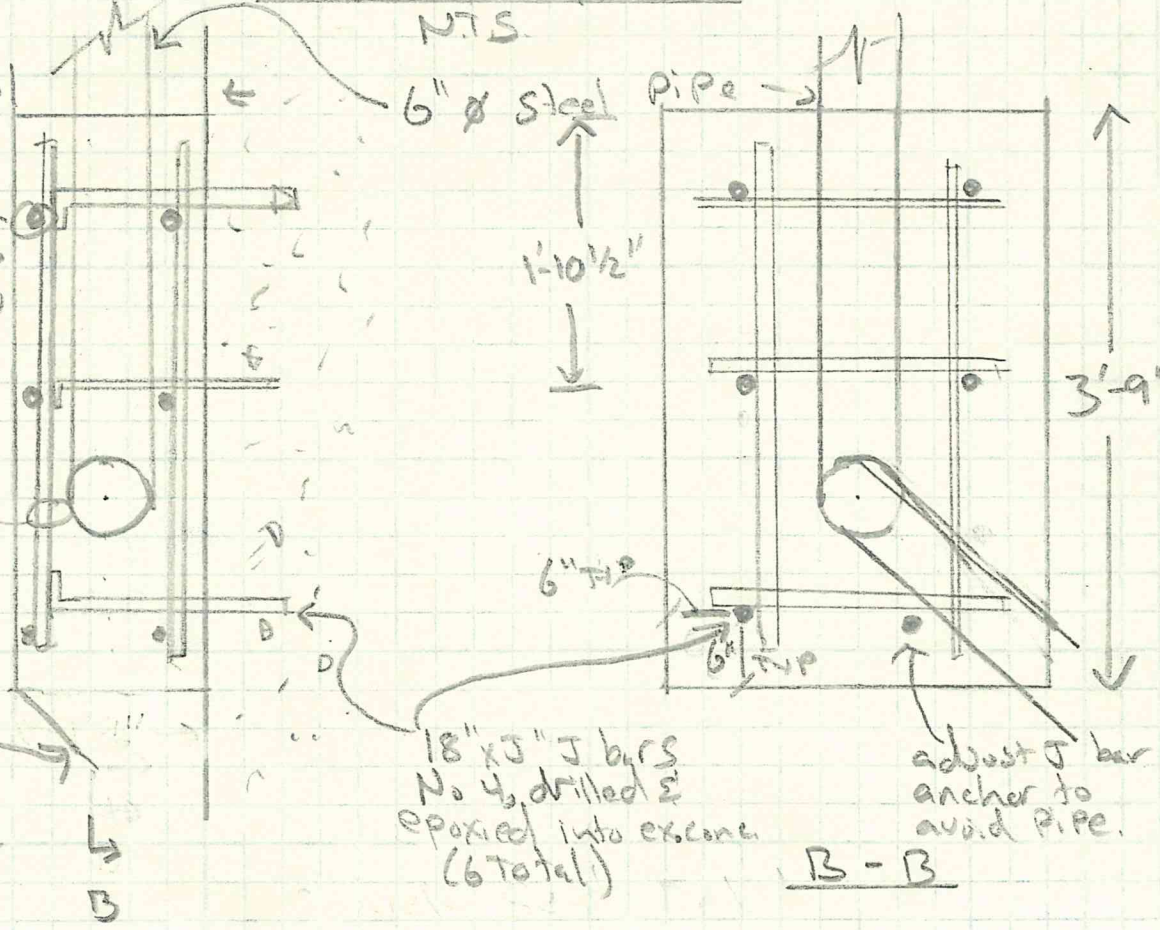
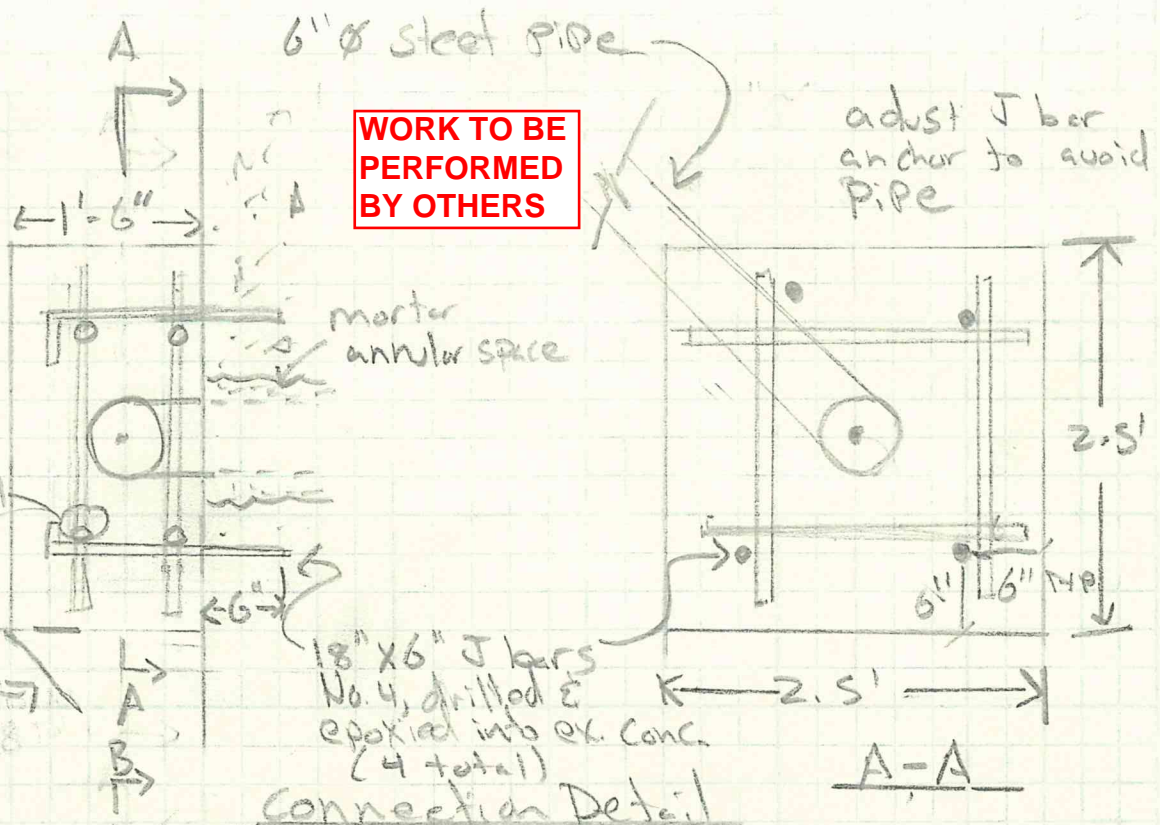
Note:
See Southern Elevation View for Elevations

Easterly Elevation view

N.T.S

AMPAD

2" min Concrete Cover on all Rebar
Concrete 28-day Compressive Strength = 4000 psi, min



Concrete Seat Detail
N.T.S.

AIR VENT PIPE RELOCATION PLAN

SMDB

8/11/18

M.G.G

Warning:

Take proper Precautions when working with or near Asbestos Conc. (AC) PIPE

EL = 396.0
Minimum

WORK TO BE PERFORMED BY OTHERS

6" Ø Steel Pipe, See Elevation View

Tower "C"

EL = 391.0±

6'

1'-8" TYPICAL

1'-10"

EL = 385.0±

1'-8" TYPICAL

E.G. 24'-2"±

Core 10" Ø opening through concrete wall at location of ex. A.C. pipe. Core wall thickness = 2'-3"±. Connect 6" Ø Steel Pipe per "Connection Detail."

EL = 359.0±

3' cover TYP.

10'-6"

Steel pipe also bend fitting. construct support per "Concrete Seal Detail."

FL = 348.5±

EX 42" RCP

45°

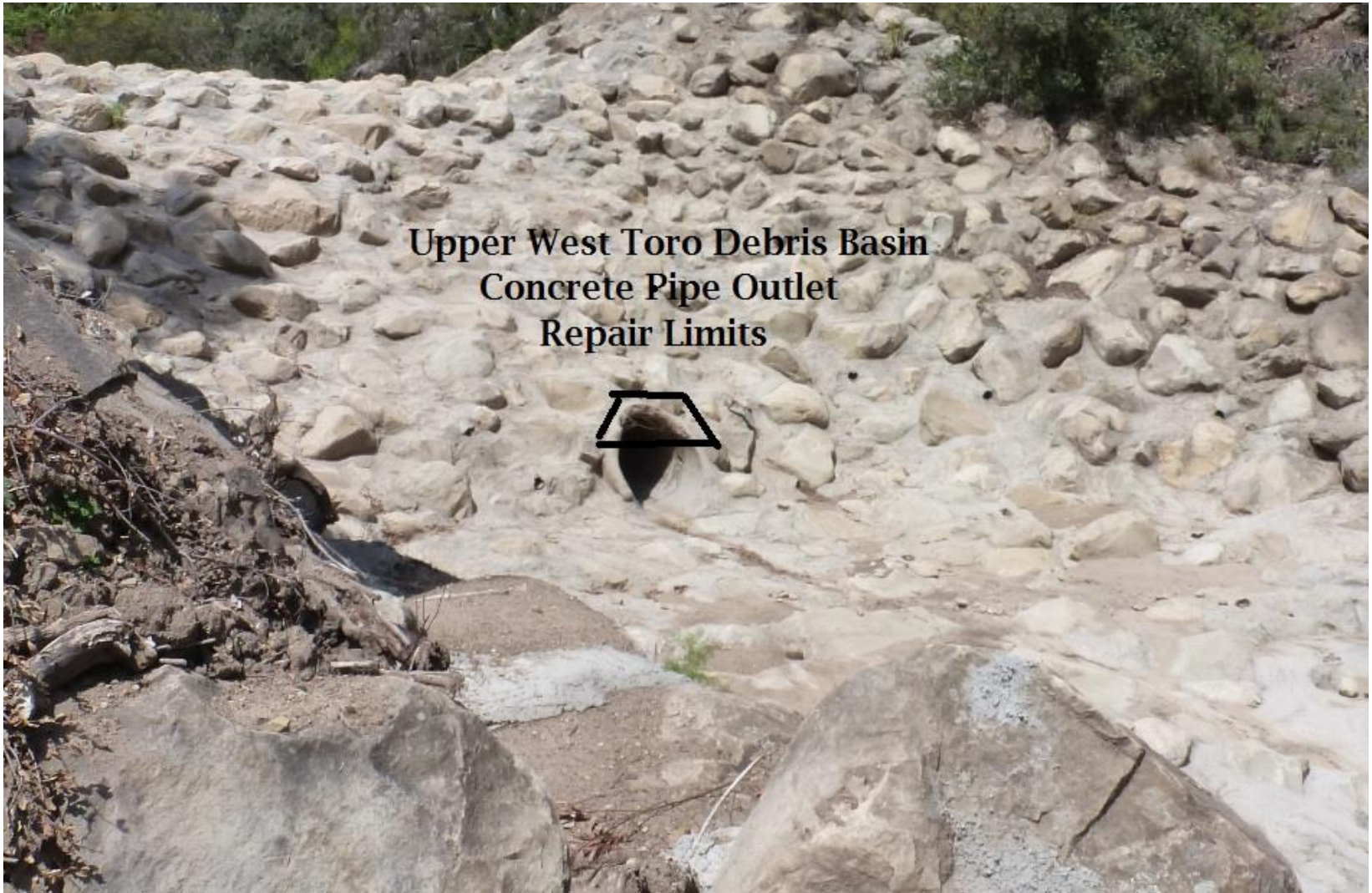
FL = 346.0±

10'-6"±

Southern Elevation View

N. To S.

AMPAD



Upper West Toro Debris Basin
Concrete Pipe Outlet
Repair Limits

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



BID BOOK

FOR

Debris Basin Restoration Projects - Thomas Fire 1-9 Debris Flow Incident

FIN PROJECT NO. 18STM1

BID OPENING LOCATIONS:

Attention: Front Counter

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

BIDS OPEN: 2:00 P.M.

August 30, 2018

Electronic Advertising Contract

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

PROPOSAL
TO THE HONORABLE BOARD OF DIRECTORS
OF THE SANTA BARBARA COUNTY FLOOD CONTROL DISTRICT, STATE OF CALIFORNIA
FIN PROJECT NO. 18STM1

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____

(include even if P.O. Box used)

CITY, STATE, ZIP _____

TELEPHONE NO: _____ **AREA CODE (_____)** _____

FAX NO: _____ **AREA CODE (_____)** _____

CONTRACTOR LICENSE NO. _____ **LICENCE CLASSIFICATION** _____

BUSINESS TYPE (Check one): **Corporation** _____ **Partnership** _____ **Sole Proprietorship** _____

CONTACT PERSON NAME _____ **CONTACT PERSON PHONE No.** _____

CONTACT PERSON E-MAIL _____

EMPLOYER'S TAX IDENTIFICATION NUMBER _____

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS PUBLIC WORKS CONTRACTOR REGISTRATION NUMBER _____

1. Bidder agrees, if this bid is accepted, to enter into a contract with the District, to perform the work provided in the Contract under the terms of the Contract for the price or prices bid.

For a lump sum or unit price based bid, Bidder additionally agrees to perform the work within the number of working days shown on the *Notice to Bidders*.

For a cost plus time based bid on a contract without a plant establishment period, Bidder additionally agrees to perform the work within the number of working days bid.

For a cost plus time based bid on a contract with plant establishment period, Bidder additionally agrees to perform the non-plant establishment work with the number of working days bid for non-plant establishment work.

2. For a lump sum based bid, Bidder submits this bid with a total price in the total bid space provided on the Bid Item List

For a unit price or cost plus time based bid, Bidder submits this bid with a unit price and the item total (the product of the unit price and the quantity) for each item and a total price (the sum of the item totals) in the spaces provided on the attached Bid Item List.

For a cost plus time based bid, Bidder submits this bid with working days bid for non-plant establishment work, total bid for time, and total bid for bid comparison in the spaces provided on the Bid Item List.

Bidder agrees:

- 2.1. If a discrepancy between the unit prices and the item total exists, the unit price prevails except:

- 2.1.1. If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.
- 2.1.2. If a decimal error is apparent in the product of the unit price and the quantity, the District will use either the unit price or item total based on the closest by percentage to the unit price or item total in the District's Final Estimate.
- 2.2. If the unit price and the item totals are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.
- 2.3. Bids on lump sum items are item totals. If a unit price of a lump sum item is entered and it differs from the item total, the item total prevails.
- 2.4. Entries are to be express in dollars or decimal fractions of a dollar. Symbols such as commas and dollar signs are ignored and have no significance in establishing unit price or item total.
- 2.5. Unit prices and item totals are interpreted by the number of digits and decimal placement. Do not round item totals or the total bid.
- 2.6. Bid comparison are prescribed in Section 3-1.02 of the Standard Specification as amended by the Special Provisions.
- 2.7. The District's decision on the bid amount is final.
- 2.8. In the event there is more than one Bid item in a Bid Schedule and the total indicated for the Schedule does not agree with the sum of the prices Bid on the individual items, the prices Bid on the individual items shall govern and the total for the Schedule will be corrected accordingly.
- 3. Bidder has read and acknowledges the following addenda:

- 4. Bidder submits this bid with one of the following forms of bidder security equal to at least 10 percent of the bid:
 Cash \$ _____ , Cashier's Check, Certified Check, Bidder's Bond
- 5. Bidder's signature is an affirmation of the included certifications. Bidder is cautioned that making a false certification ay result in one or more of the following:
 - 5.1. Criminal prosecution
 - 5.2. Rejection of Bid
 - 5.3. Rescission of the award
 - 5.4. Termination of the Contract

BY (*Authorized Signature*)

DATE SIGNED (*Do not type*)

PRINTED NAME AND TITLE OF PERSON SIGNING

BID ITEM LIST

Item No.	F¹	Item Code	Description	Unit	Quantity	Unit Price	Item Total
1.		999990	Mobilization	LS	1		
2.		130100	Job Site Management	LS	1		
3.		130101A	Temporary Clear Water Diversion (Montecito Debris Basin)	LS	1		
4.		130101A	Temporary Clear Water Diversion (Santa Monica Debris Basin)	LS	1		
5.		130200	Prepare Water Pollution Control Program	LS	1		
6.		152380A	Relocate Boulder Pile (Montecito Debris Basin)	LS	1		
7.		152380A	Relocate Boulder Pile (Gobernador Debris Basin)	LS	1		
8.		150305A	Repair Concrete Pipe Outlet (Upper West Toro Debris Basin)	LS	1		
9.		150312	Repair Spillway Crest Spalled Concrete (Montecito Debris Basin)	LS	1		
10.		150312	Repair Spillway Wall Spalled Concrete (Santa Monica Debris Basin)	LS	1		
11.		150312	Repair Inlet Tower "B" Spalled Concrete (Santa Monica Debris Basin)	LS	1		
12.		150312	Repair Inlet Tower "C" Spalled Concrete (Santa Monica Debris Basin)	LS	1		
13.		150313A	Repair Spillway Wall Ladder (Santa Monica Debris Basin)	LS	1		
14.		155110A	CCTV Inspection - 48" & 42" Dia Low Flow Pipes (Santa Monica Debris Basin)	LS	1		
15.		160103A	Remove Log Debris Pile (Gobernador Debris Basin)	LS	1		
16.		160103A	Remove Sediment and Debris from Spillway Channel (Santa Monica Debris Basin)	LS	1		

¹ "F" denotes Final Pay Item

Item No.	F ²	Item Code	Description	Unit	Quantity	Unit Price	Item Total
17.		260203	Class II Aggregate Base (Cold Springs Debris Basin)	SY	700		
18.		260203	Class II Aggregate Base (Romero Debris Basin)	SY	750		
19.		260203	Class II Aggregate Base (Upper West Toro Debris Basin)	SY	1150		
20.		260203	Class II Aggregate Base (Santa Monica Debris Basin)	SY	4600		
21.		260203	Class II Aggregate Base (Gobernador Debris Basin)	SY	1500		
22.		374207	Crack Treatment (Santa Monica Debris Basin)	LF	300		
23.		390136	Minor Hot Mix Asphalt (Santa Monica Debris Basin)	SY	200		
24.		510502A	Repair Access Ramp Walls (Montecito Debris Basin)	LS	1		
25.		510502A	Repair Creek Wall and Recesses (Montecito Debris Basin)	LS	1		
26.		510502B	Reconstruct Inlet Tower "A" (Santa Monica Debris Basin)	LS	1		
27.		575001A	Access Ramp Timber Stop Logs (Montecito Debris Basin)	LS	1		
28.		575001A	Resting Pool Timber Stop Logs (Montecito Debris Basin)	LS	1		
29.		720110A	Rock Slope Protection (4" Rock) (Montecito Debris Basin)	SY	400		
30.		721420A	Concrete V-Ditch (Santa Monica Debris Basin)	LF	280		
31.		750050A	Trash Rack (24" Dia Inlet - SPPWC 361-2) (Santa Monica Debris Basin)	EA	1		
32.		750050A	Modified Trash Rack (Intake Towers) (Santa Monica Debris Basin)	EA	4		
33.		800003A	Barbed Wire Fence (Type BW, 4-Strand, Metal Post) (Gobernador Debris Basin)	LF	500		
34.		800340	Chain Link Fence (Type CL-5) (Gobernador Debris Basin)	LF	45		
35.		800363A	Chain Link Fence (Type CL-6, Black Vinyl Clad) (Montecito Debris Basin)	LF	560		

¹ "F" denotes Final Pay Item

Item No.	F ³	Item Code	Description	Unit	Quantity	Unit Price	Item Total
36.		802422A	20' Chain link Gate (Type CL-5) (Gobernador Debris Basin)	EA	1		
37.		802620A	16' Chain Link Gate (Type CL-6, Black Vinyl Clad, 1" Mesh) (Montecito Debris Basin)	EA	1		
38.		802670A	24' Chain Link Gate (Type CL-6, Black Vinyl Clad) (Montecito Debris Basin)	EA	1		
39.		832002	Metal Beam Guard Railing (Steel Post) (Santa Monica Debris Basin)	LF	20		
40.		833032A	Chain Link Railing (Black Vinyl Clad, 1" Mesh) (Montecito Debris Basin)	LF	90		
41.		833032B	Chain Link Railing (3.5' Tall, Black Vinyl Clad, 1" Mesh) (Montecito Debris Basin)	LF	600		
42.		839510A	Wood Post and Rail Fence (Montecito Debris Basin)	LF	575		
43.		839527	Cable Railing (Gobernador Debris Basin)	LF	45		
CONTRACTOR'S BID ITEMS SUBTOTAL							
44.			Supplemental work (Additional Water Pollution Control)	LS	1	\$2,500	\$2,500
45.			Supplemental Work (Additional Debris Removal and Site Cleanup)	LS	1	\$10,000	\$10,000
SUPPLEMENTAL WORK BID ITEMS SUBTOTAL							
TOTAL BID							

TOTAL BID ITEMS PRICE IN WORDS: _____

¹ "F" denotes Final Pay Item

EXPERIENCE STATEMENT

The following outline is a record of your experience in construction of a type similar in magnitude and character to that contemplated under this contract and performed within the last five (5) years. Attach additional sheets if necessary.

PROJECT TITLE, DESCRIPTION <u>(TYPE WORK)</u>	CUSTOMER/ <u>AGENCY</u>	CONTACT PERSON <u>PHONE NUMBER</u>	YEAR <u>COMPLETED</u>	DOLLAR <u>VALUE</u>
---	----------------------------	---------------------------------------	--------------------------	------------------------

LIST OF PROPOSED MATERIAL MANUFACTURERS AND SUPPLIERS

Bidder shall indicate the names of the material manufacturers and suppliers proposed to be furnished under the contract. Awarding of the contract based on this bid will not imply approval by the Owner of the manufacturers or suppliers listed by the Bidder, however, no substitution of approved manufacturers and suppliers will be permitted after award of the contract except upon written approval of the Owner.

MATERIAL

MANUFACTURER\SUPPLIER

None

N/A

LIST OF SUBCONTRACTORS

FOR THE

DEBRIS BASIN RESTORATION PROJECTS - THOMAS FIRE 1-9 DEBRIS FLOW INCIDENT
 F.I.N. PROJECT NO. 18STM1

In compliance with the provisions of Sections 4100-4107 of the Government Code of the State of California, and any amendments, thereof, the undersigned bidder has set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work to be performed. That percentage of the work which will be done by each subcontractor who will perform work or labor or render service to the undersigned in or about the construction done by each subcontractor for each subcontract in excess of one-half of one percent of the undersigned's total aggregate bid shall be listed below or submitted within 24 hours after bid opening.

<u>Work to be Performed</u>	<u>Subcontr. License Number</u>	<u>Percent of Total Bid</u>	<u>Subcontractor's Name and Address</u>	<u>Subcontractor's D.I.R. Registration Number and email</u>
1. _____	_____	_____	_____ _____ _____	_____ _____
2. _____	_____	_____	_____ _____ _____	_____ _____
3. _____	_____	_____	_____ _____ _____	_____ _____
4. _____	_____	_____	_____ _____ _____	_____ _____
5. _____	_____	_____	_____ _____ _____	_____ _____

By: _____
 (Bidder's signature)

Note: Attach additional sheets if required.

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
_____ as Principal, and
_____ as Surety

(hereinafter referred to as Surety), are held firmly bound unto the Santa Barbara County Flood Control and Water Conservation District of the State of California (hereinafter called "Owner") in the penal sum of 10 percent of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to Owner for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. Surety shall be and hereby warrants that it is listed in the Insurance Organizations Authorized By The Insurance Commissioner To Transact Business of Insurance In The State Of California During 1995 (including changes effective January 1, 1996), published by the Department of Insurance, State of California or successor publications. In no case shall the liability of the Surety hereunder exceed the sum of

_____ DOLLARS (\$ _____).

The condition of this obligation is such that a bid to Owner for certain construction specifically described as follows:

**DEBRIS BASIN RESTORATION PROJECTS - THOMAS FIRE 1-9 DEBRIS FLOW INCIDENT
FIN PROJECT NO. 18STM1**

for which bids are to be opened on **August 30, 2018** has been submitted by Principal to Owner.

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period therein specified after the opening of the same, or, if no period be specified within sixty (60) days after said opening and shall within the period specified therefor, or, if no period be specified, within eight (8) days after the prescribed forms are presented to him for signature, enter into a written Contract with Owner, in the prescribed form, in accordance with the bid as accepted, and file the two Bonds with Owner, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall remain in full force, virtue and affect.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any change, extension, alteration, or addition.

It is hereby agreed that any progress payment made after the scheduled completion date will not constitute a waiver of any liquidated damages heretofore agreed upon.

In the event suit is brought upon said Bond by Owner and judgment is recovered, the Surety shall pay all costs incurred by Owner in such suit, including a reasonable attorney's fee to be fixed by the Court.

BIDDER'S BOND

Death, Bankruptcy, Receivership, Going Out of Business for any reason, or incompetency of the Principal shall not relieve the Surety of its obligations hereunder.

	Name of Principal
Date	Signature of Principal
	(Seal)
	Name of Surety
	Address
	City, State & Zip
Date	Signature of Surety's Attorney-in-fact
	(Seal)

Surety's Agent for Service of Process (located within the State of California)

	Name of Agent
	Address
	City, State & Zip
	Telephone Number
	FAX Number

NOTE: Signatures of those executing for Surety MUST be properly acknowledged as shown in the attached Required Notarial Acknowledgement.

Note: This form may be reproduced for transmittal to the Surety for execution and attached to the front of this the original Bid Bond Form.

REQUIRED NOTARIAL ACKNOWLEDGEMENT FORMAT

State of California)
County of _____)

On ___(date)___ before me, *(here insert name and title of the signing officer)*, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature _____ (Seal)

OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

DES-OE-0102.12A (NEW 3/2011)

You may opt out of the payment adjustments for price index fluctuations specified in section 9-1.07 of the specifications. To opt out, complete this form and submit it with your bid.

Bidder's Name: _____ **CONTRACT NO.** ____ - _____

I opt out of the payment adjustments for price index fluctuations.

Date: _____

Signature: _____

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

PROJECT NO. 18STM1

CERTIFICATIONS

--

FEDERAL-AID PROJECTS DISCLOSURE OF LOBBYING ACTIVITIES CERTIFICATION

Bidder certifies, to the best of his or her knowledge and belief:

1. 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.
2. 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 of Lobbying Activities," in conformance with its instructions.

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 USC § 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.

Bidder also agrees by submitting a bid that it must require the language of this certification be included in subcontracts over \$100,000 and these subcontractors shall certify and disclose.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p> b. grant</p> <p> c. cooperative agreement</p> <p> d. loan</p> <p> e. loan guarantee</p> <p> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p> b. initial award</p> <p> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial</p> <p> b. material change</p> <p>For Material Change Only:</p> <p> year _____ quarter _____</p> <p> date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p> Tier _____, <i>if known</i></p> <p> Congressional District, <i>if known</i>:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee Enter Name and Address of Prime:</p> <p align="center">Congressional District, <i>if known</i>:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p align="center">CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, <i>if known</i>:</p>	<p>9. Award Amount, <i>if known</i>:</p> <p align="center">\$ _____</p>	
<p>10 a. Name and Address of Lobby Registrant</p> <p align="center"><i>(if individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services (<i>including address if different from No. 10a</i>)</p> <p align="center"><i>(last name, first name, MI):</i></p>	
<p>11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only:</p>		<p align="center">Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>

EQUAL EMPLOYMENT OPPORTUNITY REGULATION CERTIFICATION

Bidder _____, proposed subcontractor _____, certifies that he has has not participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, if required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the filing requirements.

Notes:

- The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)
- Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.
- Prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless the Contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29, DEBARMENT AND SUSPENSION CERTIFICATION

Bidder, under penalty of perjury, certifies that, except as noted below, it or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

UNDOCUMENTED ALIENS EMPLOYMENT

Under Pub Cont Code § 6101, the Bidder certifies compliance with state and federal law respecting the employment of undocumented aliens.

NONCOLLUSION

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Under PCC 7106 and 23 USC 112, the bidder declares as follows:

State of California County of _____

_____, being first duly sworn, deposes and says that he or she is

_____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

CHILD SUPPORT COMPLIANCE ACT

Under Pub Cont Code § 7110, the contractor acknowledges that:

1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
2. The contractor to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

VIOLATION OF LAW OR A SAFETY REGULATION

Under Pub Cont Code § 10162, the Bidder must complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes

No

If the answer is yes, explain the circumstances in the following space.

NATIONAL LABOR RELATIONS BOARD

Under Pub Cont Code § 10232, the contractor, swears under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the contractor within the immediately preceding two year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board.

ANTITRUST LAW

Under Pub Con Code § 10285.1, the Bidder declares under penalty of perjury under the laws of the State of California that the Bidder has has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Pub Cont Code § 1101, with any public entity, as defined in Pub Cont Code § 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" includes any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

If the Bidder has been convicted of an offense within the past 3 years, provide the conviction details including the date and ultimate resolution of each conviction in the space below.

ANTITBIDDER RESPONSIBILITY QUESTIONNAIRE

Failure to truthfully answer the following questions will result in a finding that the bid is nonresponsive. The Bidder must complete, under penalty of perjury, the following questionnaire:

1. Within the past 10 years, has the Bidder been found to be a nonresponsive bidder by any public entity, including federal, State, local, or regional entities?
 Yes No
2. Within the past 10 years, have any of the Bidder's officers or employees with a proprietary interest in the Bidder been determined to be a nonresponsive bidder by a public entity, including federal, State, local or regional entities?
 Yes No
3. Is there any officer or employee of the Bidder who now has or has had any proprietary interest in another company that bid or bids on public works projects whose company has been determined to be a nonresponsive bidder by any public entity, including federal, State, local, or regional entities?
 Yes No
4. If the answer to any of the 3 preceding questions is yes, disclose all pertinent details of the determination of nonresponsibility, including:
 - 4.1. Date of each nonresponsibility determination
 - 4.2. Name of each public agency issuing the nonresponsibility determination and a contact person at that agency who would have information about the determination
 - 4.3. Contract number for each nonresponsibility determination

END CERTIFICATIONS

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: County of Santa Barbara Flood Control and Water Conservation District 2. Contract DBE Goal: 3%
3. Project Description: Debris Basin Restoration
4. Project Location: Various debris basins located in the Montecito and Carpinteria areas of Santa Barbara County
5. Bidder's Name: _____ 6. Prime Certified DBE: 7. Bid Amount: _____
8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
Local Agency to Complete this Section			15. TOTAL CLAIMED DBE PARTICIPATION	\$
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: <u>18STM1</u> 23. Bid Opening Date: <u>Thursday, August 30, 2018</u> 24. Contract Award Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.				%
25. Local Agency Representative's Signature _____ 26. Date _____ 27. Local Agency Representative's Name _____ 28. Phone _____ 29. Local Agency Representative's Title _____			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required. 16. Preparer's Signature _____ 17. Date _____ 18. Preparer's Name _____ 19. Phone _____ 20. Preparer's Title _____	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 5. Bidder's Name** - Enter the contractor's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
- 8. Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 9. Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 10. Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
- 11. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 12. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 13. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
- 14. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 15. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the 'DBE Dollar Amount' column. %: Enter the total DBE participation claimed ('Total Claimed DBE Participation Dollars' divided by item 'Bid Amount'). If the total % claimed is less than item 'Contract DBE Goal,' an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 16. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 17. Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
- 18. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 19. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 20. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

- 21. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 22. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 23. Bid Opening Date** - Enter the date contract bids were opened.
- 24. Contract Award Date** - Enter the date the contract was executed.
- 25. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
- 26. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 27. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
- 28. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 29. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Names of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors

CONTRACT NO. _____

Exhibit 17-F Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors

1. Local Agency Contract Number 18STM1		2. Federal-Aid Project Number		3. Local Agency Santa Barbara County Flood Control and Water Conservation District		4. Contract Completion Date	
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount	
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment
				Non-DBE	DBE		
15. ORIGINAL DBE COMMITMENT AMOUNT \$ _____				16. TOTAL			

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

17. Contractor/Consultant Representative's Signature		18. Contractor/Consultant Representative's Name		19. Phone		20. Date	
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED							
21. Local Agency Representative's Signature		22. Local Agency Representative's Name		23. Phone		24. Date	

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors
**INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS
ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS**

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the 'Total Claimed DBE Participation Dollars' from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the 'Contract Payments' Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.

**INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE)
CERTIFICATION STATUS CHANGE**

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
- 10. DBE Certification Number** - Enter the DBE's Certification Identification Number.
- 11. Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
- 12. Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBE) or the date of the Certification Certificate mailed out by OBE.
- 13. Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
- 14. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 15. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 16. Phone** - Enter the area code and telephone number of the person signing the form.
- 17. Date** - Enter the date the form is signed by the contractor's preparer.
- 18. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 19. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 20. Phone** - Enter the area code and telephone number of the person signing the form.
- 21. Date** - Enter the date the form is signed by the Local Agency Representative.



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

**CONTRACT
FOR
Debris Basin Restoration Projects - Thomas Fire 1-9 Debris Flow Incident**

FIN PROJECT NO. 18STM1

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



SANTA BARBARA COUNTY FLOOD CONTROL DISTRICT AGREEMENT FOR:

County Project No. 18STM1

Auditor – Controller Contract No. _____

THIS AGREEMENT is made by and between the Santa Barbara County Flood Control and Water Conservation District, a political subdivision of the State of California, hereinafter called **DISTRICT**, and _____ hereinafter referred to as **CONTRACTOR**, for the completion of the work identified herein, on the following terms, conditions and provisions:

1. CONTRACT

This agreement includes and incorporates by reference all Contract Documents.

The Contract is comprised of all documents distributed to bidders as part of the Bid Package, including, but not limited to:

1. Special Provisions
2. Project Plans
3. State of California, Department of Transportation 2010 Standard Specifications
4. State of California, Department of Transportation 2010 Standard Plans
5. State of California, Department of Transportation 2010 Revised Standard Specification
6. County of Santa Barbara, Department of Public Works, Standard Details dated September 2011
7. Santa Barbara County Code
8. Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished
9. The Proposal executed and submitted by the Contractor
10. Notice to Bidders
11. The Faithful Performance and Payment Bonds, and
12. Any Addenda

The Contractor acknowledges receipt of all such documents as were not already in the Contractor's possession. Said incorporated documents are referred to herein as the "Contract" or "Contract Documents"

Copies of all said documents are on file in the Santa Barbara County Flood Control District's Santa Barbara office and have been and will be made available to the CONTRACTOR during the term of this Agreement.

The Special Provisions for the work to be done are entitled:

**SANTA BARBARA FLOOD CONTROL AND WATER CONSERVATION DISTRICT; NOTICE TO
BIDDERS AND SPECIAL PROVISIONS FOR
Debris Basin Restoration Projects - Thomas Fire 1-9 Debris Flow Incident**

The project plans for the work to be done are entitled:

SANTA BARBARA FLOOD CONTROL AND WATER CONSERVATION DISTRICT

2. WORK

CONTRACTOR agrees, at his own proper cost and expense, to do all the work and furnish all equipment and materials, except such as mentioned in the specifications to be furnished by the District, necessary to perform and complete the work described in the documents referred to above, in a good and workmanlike manner to the satisfaction of the Director of Public Works of said DISTRICT, all in strict accordance with the Plans and the Contract Documents provided.

The bidder shall perform all of its services under this Agreement as an independent contractor and not as an employee of DISTRICT. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a DISTRICT employee, including but not limited to vacation, sick leave, administrative leave, health

insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

3. PAYMENTS NOT ACCEPTANCE

No certificate given or payments made under this Contract shall be evidence of the performance of this Contract, either wholly or in part, against any claim upon CONTRACTOR. Final payment for the work performed under this Contract shall not be made until the lapse of thirty (30) days after the Notice of Completion of said work has been filed for record and no payment shall be construed to be acceptance of any defective work or improper materials. CONTRACTOR's acceptance of payment for final quantities due under this Contract and the payment of undisputed contract amounts due for any work in accordance with any amendments of this Contract, shall release the Santa Barbara County Flood Control District from any and all claims or liabilities on account of work performed under this Contract or any amendments thereof related to those amounts. In addition to guarantees required elsewhere, CONTRACTOR shall and does hereby guarantee all workmanship and material to be free of defects for a period of one year from and after the recordation of the Notice of Completion by the DISTRICT, and CONTRACTOR shall repair or replace any or all work and material, together with any other portions of the work which may be displaced in so doing, that in the opinion of the Engineer, is or becomes defective during the period of said guarantee without expense whatsoever to the DISTRICT.

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

5. RECORDS, AUDIT, AND REVIEW CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR'S profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. District shall have the right to audit and review all such documents and records at any time during CONTRACTOR'S regular business hours or upon reasonable notice.

6. PAYMENT As full compensation for furnishing all labor, supervision, overhead, materials and equipment and for doing all the work completed and embraced in this Agreement and subject to adjustments and liquidated damages, if any, as provided in the Contract Documents, the base amount to be paid to the CONTRACTOR for satisfactory completion of all requirements of the CONTRACTOR under this Agreement is and shall be \$Bid Amount, to be paid as provided in the Contract Documents.

The Engineer is authorized to order, as change order work, the performance of supplemental work itemized in the attached Estimate of Job Costs, totaling \$Suppl. Work to be paid as provided in the Contract Documents. In no event shall the District be liable for the cost of any supplemental work unless approved in advance and in writing by the Engineer.

The Engineer is authorized to order, as change order work, changes and additions to the work being performed under this contract in an amount not to exceed \$Award Contig (Contingency) in accordance with California Public Contract Code Sections 20142 and 20395, as applicable, to be paid as provided in the Contract Documents. In no event shall the District be liable for the cost of any changes or additions to work being performed under this contract unless approved in advance and in writing by the Engineer.

7. COMPLIANCE WITH LAW, AMENDMENTS CONTRACTOR shall keep fully informed of all laws, ordinances and regulations which do or may affect the conduct of the work, the materials used therein or persons engaged or employed thereon and all such orders of bodies and tribunals having any jurisdiction over same. If it be found that the Special Provisions or Standard Specifications for the work conflict with any such law, ordinance or regulation, the CONTRACTOR shall immediately report same to the Engineer in writing. CONTRACTOR shall at all times observe and comply with and shall cause all agents and employees to observe and comply with all such laws, ordinances, regulations or decrees as the same now exists or may be hereafter amended and all superseding provisions thereof. CONTRACTOR acknowledges, particularly, the provisions of Sections 9100 through 9510, inclusive, of the Civil Code of California. CONTRACTOR shall protect and indemnify the Santa Barbara County Flood Control District, the Board of Directors, the Flood Control Engineer, and/or any officer, agent or employee of the DISTRICT against any claims or liability arising from or based on the violation of any such law, ordinance, regulation or decree whether by CONTRACTOR, or a subcontractor, agent or employee.

8. DISPUTES Should any dispute arise which the parties are unable to resolve by negotiation respecting the interpretation, construction or meaning of any of the plans or specifications or provisions affecting the work or respecting the true value of any extra work or work omitted, the dispute shall be submitted to arbitration. Such arbitration shall be carried out in accordance with provisions of the Public Contract Code, any applicable provision of County ordinance, regulation or standard and in accordance with standards of the American Arbitration Association. Any resulting arbitration ruling or result shall be binding on the parties, unless there is a mutual written agreement to litigate the matter.

The Contractor's attention is directed to the provisions of Public Contract Code 20104 for resolutions of claims of \$375,000 or less. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

9. ASSIGNMENTS You must not assign any rights nor transfer any of your obligations under this contract without the District's prior written consent, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

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

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

SANTA BARBARA COUNTY FLOOD CONTROL
& WATER CONSERVATION DISTRICT

CONTRACTOR

By: _____
Peter Adam, Chair
Board of Directors

Date: _____

By: _____

License No. _____

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
EX OFFICIO CLERK OF BOARD OF DIRECTORS
OF THE SANTA BARBARA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By: _____
Deputy Clerk

APPROVED AS TO FORM
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: _____
Risk Manager

APPROVED AS TO ACCOUNTING
FORM:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

APPROVED AS TO FORM:
SCOTT D. MCGOLPIN
PUBLIC WORKS DIRECTOR

By: _____
Public Works Director

CERTIFICATE OF COMPLIANCE

This is to certify that all requirements for insurance of subcontractors as specified for this project have been met.

Firm

By

Title

Date

CALIFORNIA LABOR CODE SECTION 1860 AND 1861 CERTIFICATION

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Firm

By

Title

Date

(Submit completed form with your Agreement, Bonds and Certificates of Insurance)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That the Santa Barbara County Flood Control District and Water Conservation District of the State of California (hereinafter referred to as the District) and _____ (hereinafter referred to as Principal) have by written agreement entered into a Contract identified as:

Project Title: Debris Basin Restoration Projects - Thomas Fire 1-9 Debris Flow Incident
FIN Project No.18STM1
(Hereinafter referred to as the Contract) and

That, pursuant to law and to said Contract, and before entering upon the performance of said Contract, the principal is required to file with the District a good and sufficient bond to secure the payment of labor and materials claims.

NOW, THEREFORE, said Principal and _____

as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the District in the amount of _____ for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. Surety shall be and hereby warrants that it is currently listed as an insurer authorized and admitted by the California Insurance Commissioner to issue surety insurance in the State of California, in the list published by the California Department of Insurance.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named or referred to in Section 9100 of the California Civil Code, or amounts due under Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor and his Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor as required by Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code, or this bond, then said Surety will pay for the same, in an amount not to exceed the amount hereinafter set forth.

This bond shall insure to the benefit of any and all persons, entities, companies and corporations named or referred to in Section 9100 of the California Civil Code, so as to give a right of action to them or their assign in any suit brought upon this bond.

And the said Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Specifications.

In the event suit is brought upon this Bond by District and judgment is recovered, Surety shall pay all costs incurred by the District in such suit, including a reasonable attorney's fee to be fixed by the court.

Death, illness, disability or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

Principal

Surety

By

Signature of Attorney-in-fact

DATED:

Address

Surety's Agent for Service of Process (located within the State of California):

Name of Agent

Address

City, State & Zip

FAX Number

NOTE: Signatures of those executing for Surety and Power of Attorney MUST have notarial acknowledgement in the format shown in the Bid Book.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That the Santa Barbara County Flood Control and Water Conservation District of the State of California (hereinafter referred to as the District) and _____(hereinafter referred to as Principal) have by written agreement entered into a Contract identified as:

Project Title: Debris Basin Restoration Projects - Thomas Fire 1-9 Debris Flow Incident
FIN_Project 18STM1
(Hereinafter referred to as the Contract) and

That, the Principal is required under the terms and conditions of said Contract to furnish a bond for the faithful performance of Contract.

NOW, THEREFORE, said Principal and _____

_____ as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the District in the amount of _____ for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. Surety shall be and hereby warrants that it is currently listed as an insurer authorized and admitted by the California Insurance Commissioner to issue surety insurance in the State of California, in the list published by the California Department of Insurance.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his heirs, executors, administrators, successors, or assigns, shall perform all of the covenants, conditions and agreements in said Contract and any alteration thereof made as herein provided, in his or their part, to be kept and performed at the time, and in the manner therein specified, and shall indemnify and save harmless District , its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force, virtue and effect.

And the said Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the Contract or to the work or to the specifications.

In the event suit is brought upon this Bond by District and judgment is recovered, Surety shall pay all costs incurred by the District in such suit, including a reasonable attorney's fee to be fixed by the court.

Death, illness, disability or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

Principal

Surety

By

Signature of Attorney-in-fact

DATED:

Address

Surety's Agent for Service of Process (located within the State of California):

Name of Agent

Address

City, State & Zip

FAX Number

NOTE: Signatures of those executing for Surety and Power of Attorney MUST have notarial acknowledgement in the format shown in the Bid Book.

STATEMENT OF

UNLAWFUL DISCRIMINATION IN EMPLOYMENT PRACTICES

(SANTA BARBARA COUNTY CODE, SECTION 2-95)

The party contracting with the Santa Barbara County Flood Control and Water Conservation District agrees that it will not discriminate against any employee or applicant for employment 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. If it is determined by the Board of Directors upon recommendation of the Affirmative Action Officer and the County Counsel that during the life of this agreement any such unlawful discriminations have occurred, the Board of Directors may forthwith terminate this agreement. Said party contracting with the District further agrees that whether or not the term of this agreement is still in existence at the time of final determination of such unlawful discrimination, that it will forthwith reimburse the District for any and all damages, costs and expenses incurred in connection with such unlawful discrimination, including but not limited to damages from loss of Federal or State grants, subventions or loans; costs of processing, investigating and reporting complaints of unlawful discrimination; additional costs of expenses incurred in completion of this agreement by another party if this agreement is terminated before completion; all costs of suit including reasonable attorney's fees incurred in collecting any such damages, costs and expenses; and interest on all such damages, costs and expenses from the date they are incurred to date of payment.

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

Said party contracting with the District further agrees to 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 Santa Barbara County Flood Control and Water Conservation District, 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.

Failure to fully comply with any of the foregoing provisions relating to unlawful discrimination in employment practices shall be deemed to be a material breach of this agreement.