

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



BID BOOK

FOR

Faraday Storm Drain Improvements Project

FIN PROJECT NO. SY8305

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 10, 2017

Electronic Advertising Contract

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

ADDENDUM NUMBER 1

To: All Bidders
From: Jonathan S. Frye, Engineering Manager *MG for JSF*
Date: August 4, 2017
Project: Faraday Storm Drain Improvements Project Reach 2A
Bid Date: 2:00 PM, Thursday, August 10, 2017

The following changes to the subject project shall be incorporated by this Addendum #1:

NOTICE TO BIDDERS and SPECIAL PROVISIONS

1. Add to section 77-2.01 of the Technical Provisions:

You must pothole and locate the two 6-in diameter asbestos concrete water mains, located at STA 20+57 and STA 20+18, as your first order of work.

Relocate existing 6-in Dia. water main in conformance with section 77-2. Water main relocation must be coordinated a minimum of 10 days in advance of the work being performed with Santa Ynez River Water Conservation District ID#1, Eric Tambini, (805) 688-6015 and affected residents.

2. Replace the first paragraph of section 19-3.01A(1) of the Technical Provisions with:

Pipe Zone material for Polypropylene, HDPE and Reinforced Concrete Pipe must conform to the gradation for ¾-inch, crushed rock in Table 200-1.2 of the Greenbook (latest edition). The same bedding material shall be used throughout the length of the pipe.

3. Replace the fourth paragraph of section 19-3.01A(1) of the Technical Provisions with:

Gravel, crushed rock or open graded backfill material must have a layer of filter fabric (Mirafi 180N, US Fabrics 205NW, or approved equal) fully encasing the gravel prior to placement of trench backfill. The filter fabric must comply with Section 88-1.02B.

4. Replace item A of section 63-1.02C of the Technical Provisions with:

A. Pipe and fittings shall be high density, high molecular weight polyethylene, as defined in ASTM D 3350 and shall be colored white or light gray. In addition, the material shall be listed by the Plastic Pipe Institute (publication TR-4) with a designation of PE 4710 and shall meet the following cell classification and material code designation for PE4710: PE445574E.

5. Replace item C of section 63-1.02C of the Technical Provisions with:

- C. *Dimensions of pipe and fittings shall be in accordance with ASTM F 714. The pipe and fittings shall be DR 11 or as approved by the Engineer, with a minimum pressure rating of 200 psi at 73.4 degrees F, and shall be Iron Pipe Size (IPS). You must provide, at your cost, HDPE pipe with a lower DR if deemed necessary by your calculations of installation loading per section 63-2.01B.*
6. Replace item C of section 63-1.03D of the Technical Provisions with:
- C. *For HDD installation the maximum pulling force that may be applied to any pipe shall not exceed the safe pulling strength as determined using methods recommended by Plastics Pipe Institute (PPI) Handbook of Polyethylene Pipe.*
7. Delete the last sentence of sub-sub item a. of sub item 6. in item A. of section 63-2.01B of the Technical Provisions.
8. Add sub-sub item d. of sub item 6. in item A. of section 63-2.01B of the Technical Provisions:
- d. *Restart Procedures - describe procedures for stopping the frac-out, conditioning the borehole, and restarting the drilling operations once the release has been contained; and both mitigation measures and future release containment at the release location that have been established.*
9. Add sub item 7. In item A of section 63-2.01B of the Technical Provisions:
7. *Tracking System Submittal including data on the proposed guidance system, and the accuracy of the guidance system at the design drill depths shown on the Drawings. The system shall be capable of providing horizontal and vertical steering data along the entire drill path for each crossing, for the depths shown on the Drawings, plus an additional 10 feet.*
10. Replace items C. and D. of section 63-2.01B of the Technical Provisions with:
- D. *The Contractor shall perform trial fusion welds and submit samples to the Engineer for review prior to installation of the pipe. Full penetration welds shall provide a homogeneous material across the cross-section of the weld. The fusion machine and the operator employed for the trial welds shall be the same as for the installation work.*
- D. *Fusion equipment shall be operated only by technicians who have been certified by the pipe manufacturer or supplier and who have a minimum of two (2) years of experience fusion welding pipelines. The technician's experience shall be documented in the HDPE pipe submittal.*
- E. *Record HDD Drawing – due two weeks after installation of the HDPE pipe. The Contractor shall submit plan and profile information for the drill path based on electronic guidance system data obtained during pilot hole drilling. At a minimum, a survey data point shall be obtained for the record drill path for each drill rod. Alternatively, the driller may survey the inside of the pipe following installation for record location and elevation. Record plan and profile shall be provided in AutoCAD format.*
- F. *The Contractor shall submit detailed information describing the horizontal directional drill equipment and drilling procedures.*
1. *All drilling equipment shall have a permanent, inherent alarm system capable of detecting an electrical current. The equipment shall be grounded and shall be equipped with an audible alarm to warn the operator when the drill head nears electrified cable.*
2. *All crews shall be provided with grounded safety mats, heavy gauge ground cables with connectors, and hot boots and gloves.*

11. Replace Item F. of section 63-2.03C of the Technical Provisions with:

F. The contractor shall be responsible for hole preparation, and selection of final hole diameter.

12. Replace Item H. of section 63-2.03C of the Technical Provisions with:

H. The Contractor shall fill the new pipe with water as ballast prior to pull-back. Water shall be introduced into the pipe at the point of insertion into the borehole. Above-ground sections of pipe shall not be filled with water. The Engineer may waive this requirement at his/her discretion.

13. Add to section 77-2.01 of the Technical Provisions:

2. The Contractor must relocate two 6-in. diameter Santa Ynez River Water Conservation District asbestos-cement water main lines located at stations STA 20+57 and STA 20+18 that are found to be in conflict with the proposed storm drain line.

- a. The Contractor must remove the asbestos-cement water line from the site and dispose of it in accordance with Water Works Standards & Construction Specifications Section 5.12.*
- b. Installation of the new water main must include all fittings, pipe, tracer wire, and backfill as specified in the Water Works Standards and Construction Specifications.*
- c. The Contractor is responsible for coordinating with the Santa Ynez River Water Conservation District ID#1 for the location of the combination air/vacuum valve for both crossings.*
- d. The Contractor is responsible for ensuring that all the requirements of the Santa Ynez River Water Conservation District ID#1 have been met. These requirements include but are not limited to pipe type and installation, fittings, tracer wire, backfill, hazardous material disposal and inspections.*

BID BOOK

1. Replace the Bid Item List (pages BID-3 and BID 4) with the attached Bid Item List.

PROJECT PLANS

1. Replace Sheet 7 with the attached revised Sheet 7.

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

BID ITEM LIST

Item No.	F ¹	Item Code	Description	Unit	Quantity	Unit Price	Item Total
1		051260A	Construction Survey	LS	1	\$	\$
2		120090	Construction Area Signs	LS	1	\$	\$
3		120100	Traffic Control System	LS	1	\$	\$
4		130100	Job Site Management	LS	1	\$	\$
5		130200	Prepare Water Pollution Control Program	LS	1	\$	\$
6		150600A	Remove and Reset Miscellaneous Right of Way Encroachments	LS	1	\$	\$
7		192001A	Additional Subgrade Overexcavation	CY	50	\$	\$
8		260203	Class 2 Aggregate Base	CY	263	\$	\$
9		480600	Temporary Shoring	LS	1	\$	\$
10		510502A	Connection to Existing Culvert – Junction Structure (SPPWC 333-2)	EA	1	\$	\$
11		510502B	Type C Drop Inlet	EA	1	\$	\$
12		631113A 641113	24-inch Storm Drain (Select Type) [#] _____ LF HDPE SDR11 IPS HDD AND/OR _____ LF Class 1 Polypropylene Type S per Trench Detail C	LF	1,518	\$	\$
13		631119A 641119	30-inch Storm Drain (Select Type) [#] _____ LF HDPE SDR11 IPS HDD AND/OR _____ LF Class 1 Polypropylene Type S per Trench Detail C	LF	1,047	\$	\$
14		652311 641107	Shored Trench 18-inch (Select Type) _____ Class III RCP OR _____ Class 1 Polypropylene Type S	LF	817	\$	\$

¹ "F" denotes Final Pay Item

[#] Select LF quantities for one or both of the pipe options given. The sum of the selected quantities of both options must equal the quantity shown for the bid item.

Item No.	F ¹	Item Code	Description	Unit	Quantity	Unit Price	Item Total
15		707225	SDMH – 48” Precast Manhole	EA	4	\$	\$
16		707233	SDMH – 60” Precast Manhole	EA	9	\$	\$
17		770110A	Reconnect Sewer Lateral	EA	1	\$	\$
18		770110C	Relocate Existing Water Service	EA	1	\$	\$
19		770110D	Relocate 6-In Dia. Water Main (Pine Street Water Main)	LS	1	\$	\$
20		770110D	Relocate 6-In Dia. Water Main (Faraday Street Water Main)	LS	1	\$	\$
21		810116	Tie Out and Re-establish Traffic Well Survey Monument Type D Alternative 1	EA	5	\$	\$
22		999990	Mobilization	LS	1	\$	\$
CONTRACTOR'S BID ITEMS SUBTOTAL							
TOTAL BID							

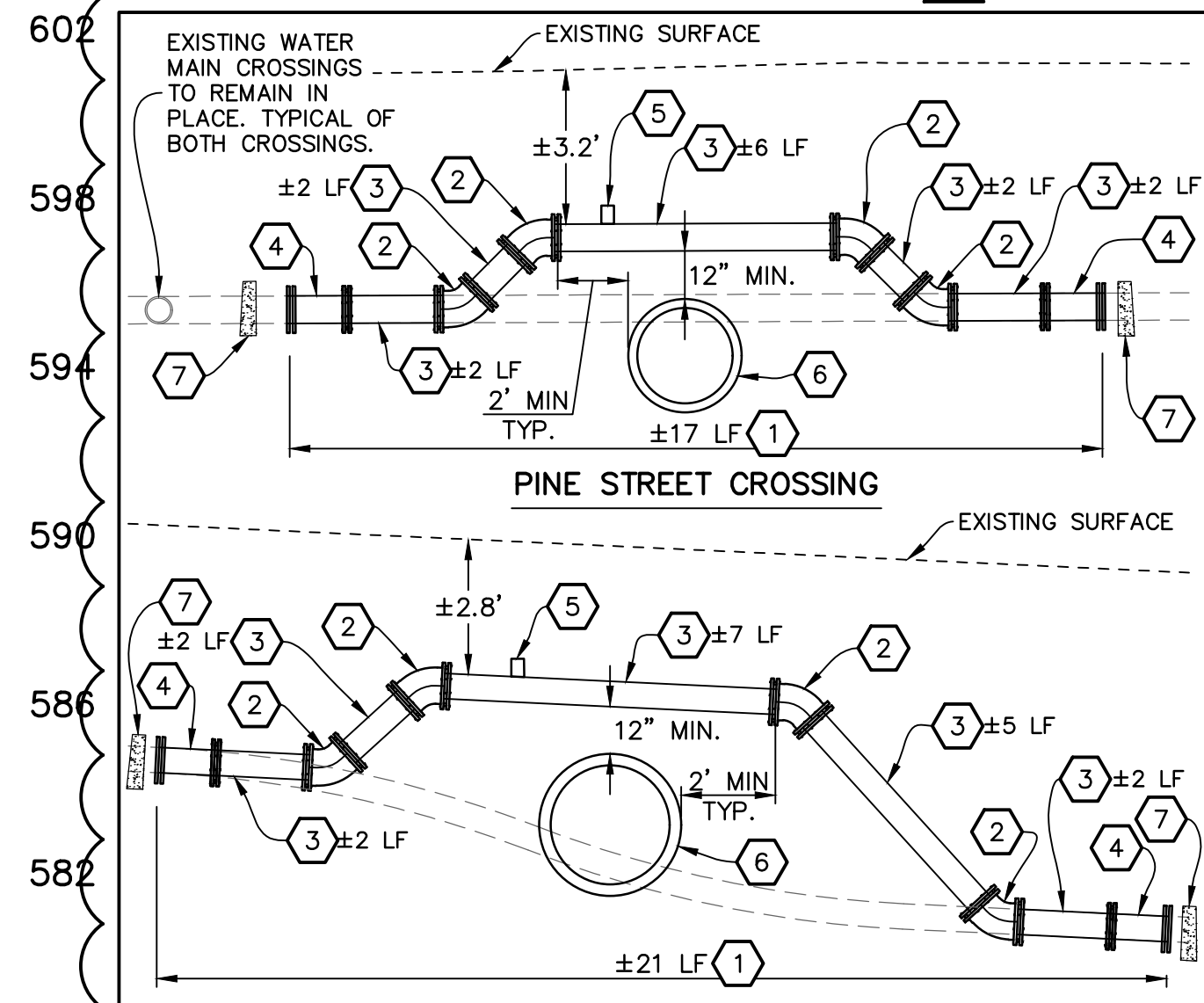
TOTAL BID ITEMS PRICE IN WORDS: _____

“F” denotes Final Pay Item

Select LF quantities for one or both of the pipe options given. The sum of the selected quantities of both options must equal the quantity shown for the bid item.

CONSTRUCTION NOTES

- ② CONSTRUCT 60-IN MANHOLE, MIDSTATE CONCRETE, PRECON PRODUCTS, OR APPROVED EQUAL, PER DETAIL D, SHEET 15. CONSTRUCT WATER TIGHT CONNECTION OF STORM DRAIN PIPE TO MANHOLE.
- ⑤ CONSTRUCT 24-IN STORM DRAIN PIPE PER THE SPECIFICATIONS.
- ⑥ CONSTRUCT 30-IN STORM DRAIN PIPE PER THE SPECIFICATIONS.
- ⑧ EXISTING SEWER LATERAL CROSSING. IF IN CONFLICT WITH NEW STORM DRAIN, PROVIDE NEW SEWER LATERAL PVC SDR35 WYE LATERAL RECONNECTION WITH STRONGBACK COUPLERS WITH STAINLESS STEEL STRAPS TO THE EXISTING SEWER PER SANTA YNEZ COMMUNITY SERVICES DISTRICT STANDARD SPECIFICATIONS AND STANDARD DRAWINGS S-1, S-2, S-3, S-5, S-6, AND S-7.
- ⑨ EXISTING SURVEY MONUMENTS MUST BE TIED OUT PRIOR TO CONSTRUCTION PER THE SPECIFICATIONS.
- ⑫ PROVIDE "CAUTION LOW OVERHEAD LINES" SIGN, TYP.
- ⑬ CONSTRUCT PRESSURE MANHOLE SHAFT AND MANHOLE FRAME AND COVER PRESSURE TYPE PER STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION STANDARD PLANS 329-2 AND 211-2, AND PER DETAIL D, SHEET 15. CONSTRUCT WATER TIGHT CONNECTION OF STORM DRAIN PIPE TO MANHOLE.
- ⑭ EXISTING WATER MAIN CROSSING. PROVIDE NEW WATER MAIN PER WATER MAIN CROSSING DETAIL, THIS SHEET.



- ① EXISTING 6-IN ASBESTOS-CEMENT WATER MAIN TO BE REMOVED. LENGTH PER DETAIL.
- ② 6-IN 45° D.I. ELBOW, M.J X M.J. WITH CONCRETE THRUST BLOCK PER THE SANTA YNEZ RIVER WATER CONSERVATION DISTRICT WATER WORKS STANDARDS AND CONSTRUCTION SPECIFICATIONS (JANUARY 2008) STANDARD DETAIL 8.10.
- ③ C900 PVC CLASS 200 WATER LINE OR APPROVED EQUAL. LENGTH PER DETAIL.
- ④ 6-IN AC TO PVC TRANSITION COUPLING.
- ⑤ COMBINATION AIR/VACUUM VALVE. LOCATION AS DIRECTED BY THE SANTA YNEZ RIVER WATER CONSERVATION DISTRICT ID#1.
- ⑥ PROPOSED STORM DRAIN, SIZE AND MATERIAL PER PLANS AND SPECIFICATIONS.
- ⑦ CONCRETE THRUST COLLAR PER THE SANTA YNEZ RIVER WATER CONSERVATION DISTRICT WATER WORKS STANDARDS AND CONSTRUCTION SPECIFICATIONS (JANUARY 2008) STANDARD DETAIL 8.10.

NOTE: NORTHING AND EASTING LINE DISTANCES ARE FROM CENTERLINE OF MANHOLE BASES

WATER MAIN CROSSING DETAIL

NOTE: CONFIGURATION AND LENGTHS SHOWN IN CROSSING DETAILS TO BE VERIFIED AFTER POT-HOLING OF EXISTING WATER MAINS. ANY CHANGES TO THE CONFIGURATION SHOWN MUST BE APPROVED BY THE ENGINEER AND THE SANTA YNEZ RIVER WATER CONSERVATION DISTRICT ID#1.

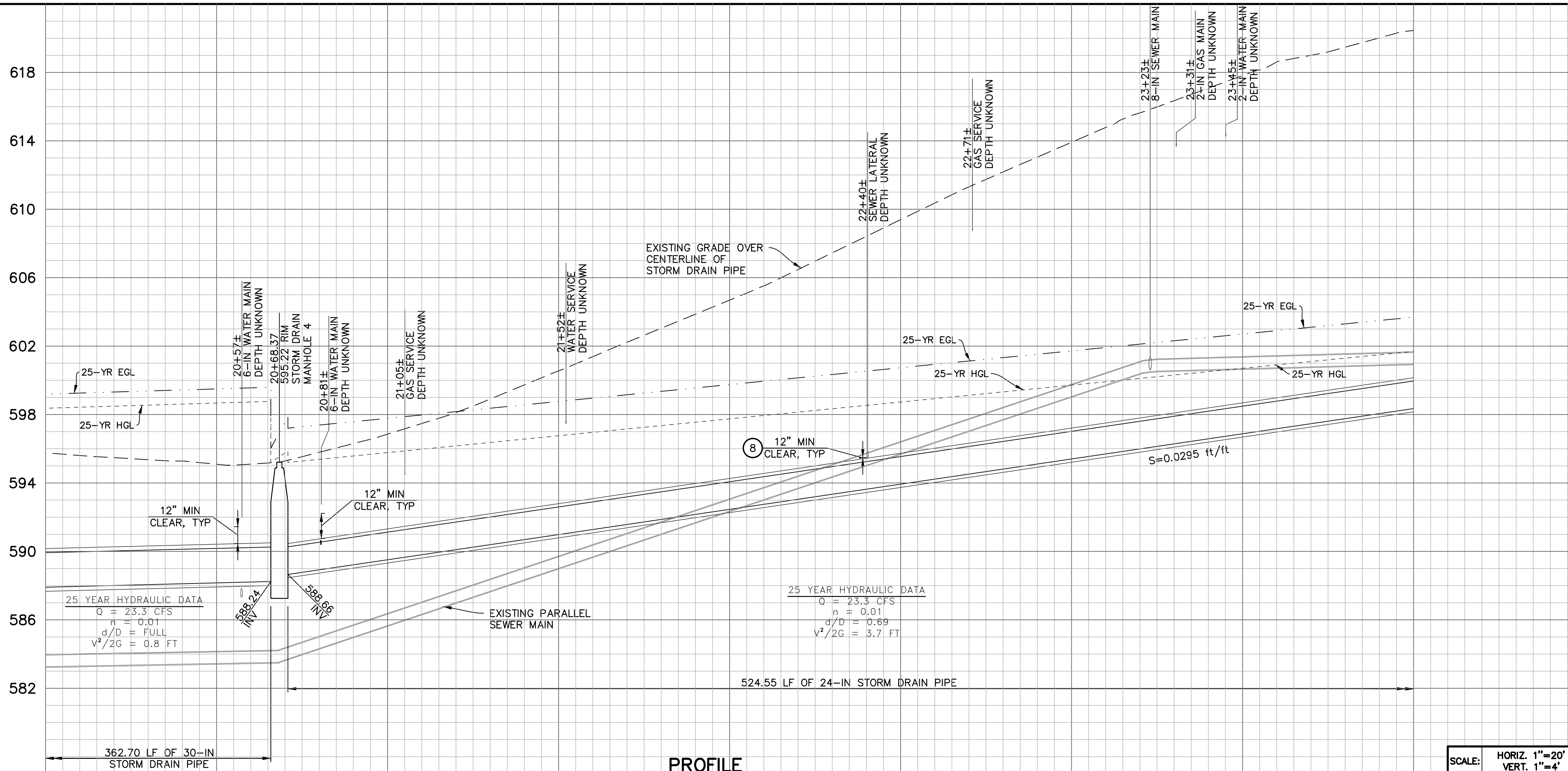
ALL UNDERGROUND AND OVERHEAD UTILITIES SHOWN ARE PLOTTED BASED ON INFORMATION PROVIDED BY OTHERS, AND ARE APPROXIMATE.

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.

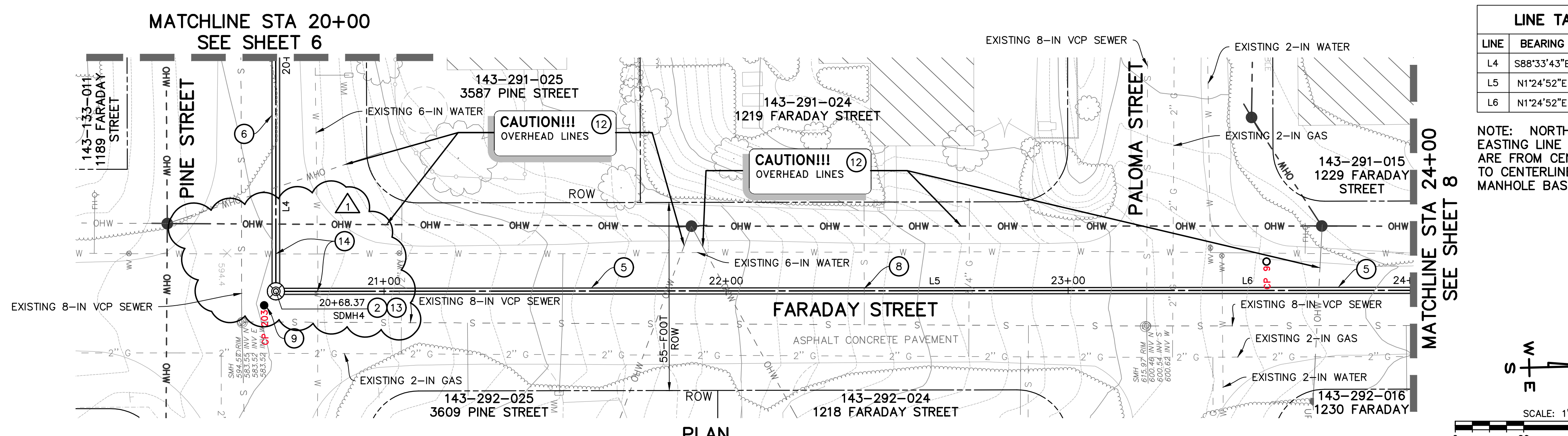
THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE" ADVERTISING FOR BIDS.

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.

DESIGNED BY:	MBL
DRAWN BY:	HLL
CHECKED BY:	CAS
SHEET 7 OF 16	

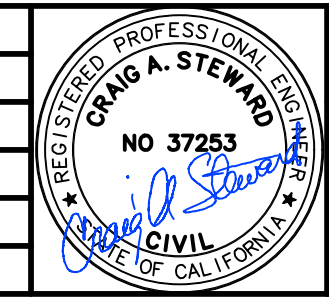


PROFILE SCALE: HORIZ. 1"=20' VERT. 1"=4'



PLAN MATCHLINE STA 20+00 SEE SHEET 6 MATCHLINE STA 24+00 SEE SHEET 8

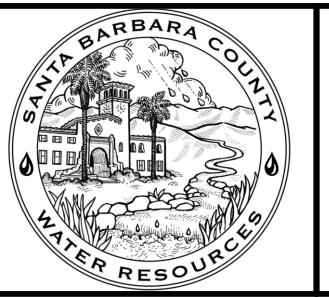
REVISIONS		
NO.	DESCRIPTION	DATE
1	WATER LINE RELOCATION	8/4/17



DESIGNED BY: **CRAG A. STEWARD**
DESIGN ENGINEER
DATE:



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



FARADAY STORM DRAIN IMPROVEMENTS PROJECT
AREA OF SANTA YNEZ
SANTA BARBARA COUNTY, CALIFORNIA

PINE STREET PLAN & PROFILE STA 20+00 TO 24+00

FILENAME: 2064141800_04_14_plan_profile.dwg

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PROPOSAL

**TO THE HONORABLE BOARD OF DIRECTORS
OF THE SANTA BARBARA COUNTY FLOOD CONTROL DISTRICT, STATE OF CALIFORNIA
FIN PROJECT NO. SY8305**

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		051260A	Construction Survey	LS	1	\$	\$
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4		130100	Job Site Management	LS	1	\$	\$
5		130200	Prepare Water Pollution Control Program	LS	1	\$	\$
6		150600A	Remove and Reset Miscellaneous Right of Way Encroachments	LS	1	\$	\$
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9		480600	Temporary Shoring	LS	1	\$	\$
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12		631113A 641113	24-inch Storm Drain (Select Type) [#] ____ LF HDPE SDR11 IPS HDD AND/OR ____ LF Class 1 Polypropylene Type S per Trench Detail C	LF	1,518	\$	\$
13		631119A 641119	30-inch Storm Drain (Select Type) [#] ____ LF HDPE SDR11 IPS HDD AND/OR ____ LF Class 1 Polypropylene Type S per Trench Detail C	LF	1,047	\$	\$
14		652311 641107	Shored Trench 18-inch (Select Type) ____ Class III RCP OR ____ Class 1 Polypropylene Type S	LF	817	\$	\$

¹ "F" denotes Final Pay Item

Select LF quantities for one or both of the pipe options given. The sum of the selected quantities of both options must equal the quantity shown for the bid item.

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19		810116	Tie Out and Re-establish Traffic Well Survey Monument Type D Alternative 1	EA	5	\$	\$
20		999990	Mobilization	LS	1	\$	\$
CONTRACTOR’S BID ITEMS SUBTOTAL							
TOTAL BID							

TOTAL BID ITEMS PRICE IN WORDS: _____

“F” denotes Final Pay Item

Select LF quantities for one or both of the pipe options given. The sum of the selected quantities of both options must equal the quantity shown for the bid 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

HDPE SDR11 Pipe

Poly Propylene Pipe

Reinforced Concrete Pipe

Precast Manholes

LIST OF SUBCONTRACTORS

FOR THE
FARADAY STORM DRAIN IMPROVEMENTS PROJECT
F.I.N. PROJECT NO. SY8305

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:

**Faraday Storm Drain Improvements Project
FIN PROJECT NO. SY8305**

for which bids are to be opened on **August 10, 2017**, 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.

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



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

**CONTRACT
FOR
Faraday Storm Drain Improvements Project**

FIN PROJECT NO. SY8305

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



SANTA BARBARA COUNTY FLOOD CONTROL DISTRICT AGREEMENT FOR:

County Project No. SY8305

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 Faraday Storm Drain Improvements Project

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

SANTA BARBARA FLOOD CONTROL AND WATER CONSERVATION DISTRICT Faraday Storm Drain Improvements Project

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: _____
JOAN HARTMANN, 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: Faraday Storm Drain Improvements Project
FIN Project No. SY8305
(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: Faraday Storm Drain Improvements Project
FIN_Project No. SY8305
(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.

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



**NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS
FOR**

Faraday Storm Drain Improvements Project

FIN PROJECT NO. SY8305

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 10, 2017

Electronic Advertising Contract

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

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

Sealed bids will be received until 2:00 PM, August 10, 2017, for the Faraday Storm Drain Improvements Project 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

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; traffic control; installation of approximately 1,045 linear feet of 30-in diameter storm drain pipe by horizontally directionally drilling or shored trench (HDD – butt fused SDR11 IPS HDPE, shored trench – ADS Class 1 Polypropylene Type S); installation of approximately 1,515 linear feet of 24-in diameter storm drain pipe by horizontally directionally drilling or shored trench (HDD – butt fused SDR11 IPS HDPE, shored trench – ADS Class 1 Polypropylene Type S); installation of approximately 815 linear feet of 18-in storm drain by shored trench (Class III RCP OR ADS Class 1 Polypropylene Type S); installation of four (4) 48” precast manholes; installation of nine (9) 60” precast manholes; connection to the existing concrete box culvert; cast in place concrete Type C drop inlet; placement of backfill and hot mix asphalt; aggregate base surfacing, fog seal application, and protection and reconstruction of existing utilities.

PROJECT LOCATION DESCRIPTION: The WORK occurs in the unincorporated Santa Ynez area of Santa Barbara County, California, within Public Road Right of Way.

Complete the work within **one hundred twenty (120) working days**. Dodge Green Sheet Value Code H.

There is no pre-bid job walk scheduled for this project.

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

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

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:

ifrye@cosbpw.net or (805) 568-3444

Include "Project No. SY8305" 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 July 21, 2017

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

By: Jonathan S. June
Thomas D. Fayram
Deputy Director, Public Works
Water Resources Division

FOR

SPECIAL PROVISIONS
FOR
Faraday Storm Drain Improvements Project
FIN PROJECT NO. SY8305

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

Craig A. Steward
REGISTERED CIVIL ENGINEER

7/21/2017
DATE

Matthew S. Jure
PROJECT MANAGER

7-21-17
DATE

Matthew S. Jure
APPROVAL RECOMMENDED - ENGINEERING MANAGER

7-21-17
DATE

original to be signed
APPROVED BY DEPUTY DIRECTOR OF PUBLIC WORKS,
WATER RESOURCES

DATE



COPY OF BID ITEM LIST

Item No.	F ¹	Item Code	Description	Unit	Quantity	Unit Price	Item Total
1		051260A	Construction Survey	LS	1	\$	\$
2		120090	Construction Area Signs	LS	1	\$	\$
3		120100	Traffic Control System	LS	1	\$	\$
4		130100	Job Site Management	LS	1	\$	\$
5		130200	Prepare Water Pollution Control Program	LS	1	\$	\$
6		150600A	Remove and Reset Miscellaneous Right of Way Encroachments	LS	1	\$	\$
7		192001A	Additional Subgrade Overexcavation	CY	50	\$	\$
8		260203	Class 2 Aggregate Base	CY	263	\$	\$
9		480600	Temporary Shoring	LS	1	\$	\$
10		510502A	Connection to Existing Culvert – Junction Structure (SPPWC 333-2)	EA	1	\$	\$
11		510502B	Type C Drop Inlet	EA	1	\$	\$
12		631113A 641113	24-inch Storm Drain (Select Type) [#] ____ LF HDPE SDR11 IPS HDD AND/OR ____ LF Class 1 Polypropylene Type S per Trench Detail C	LF	1,518	\$	\$
13		631119A 641119	30-inch Storm Drain (Select Type) [#] ____ LF HDPE SDR11 IPS HDD AND/OR ____ LF Class 1 Polypropylene Type S per Trench Detail C	LF	1,047	\$	\$
14		652311 641107	Shored Trench 18-inch (Select Type) ____ Class III RCP OR ____ Class 1 Polypropylene Type S	LF	817	\$	\$
15		707225	SDMH – 48" Precast Manhole	EA	4	\$	\$

¹ "F" denotes Final Pay Item

[#] Select LF quantities for one or both of the pipe options given. The sum of the selected quantities of both options must equal the quantity shown for the bid item.

Item No.	F ¹	Item Code	Description	Unit	Quantity	Unit Price	Item Total
16		707233	SDMH – 60” Precast Manhole	EA	9	\$	\$
17		770110A	Reconnect Sewer Lateral	EA	1	\$	\$
18		770110C	Relocate Existing Water Service	EA	1	\$	\$
19		810116	Tie Out and Re-establish Traffic Well Survey Monument Type D Alternative 1	EA	5	\$	\$
20		999990	Mobilization	LS	1	\$	\$
CONTRACTOR’S BID ITEMS SUBTOTAL							
TOTAL BID							

“F” denotes Final Pay Item

Select LF quantities for one or both of the pipe options given. The sum of the selected quantities of both options must equal the quantity shown for the bid item.

FLOOD CONTROL DISTRICT PROVISIONS

The work provided herein must be performed in accordance with the Caltrans Standard Specifications 2010 edition (Standard Specifications), and the latest edition of the 2010 Revised Standard. The Standard Specifications and the RSS are 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, 2012 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

Greenbook: Standard Specifications for Public Works Construction, 2012 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 2-1.07 of 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: jfrye@cosbpw.net or deliver to Spec Administrator, Jon Frye, 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.

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

Add to section 2-1.34:

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

Replace the first paragraph in section 2-1.50 with:

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

^^

3 CONTRACT AWARD AND EXECUTION

Replace section 3-1.04 with:

3-1.04 CONTRACT AWARD

In the event you wish to protest the award of the contract, the procedure must be as follows:

- a. Any bid protest must be submitted in writing to the Santa Barbara County Flood Control District, 130 East Victoria Street, Suite 200, Santa Barbara, CA 93101, before 5 p.m. of the 10th business day following the bid opening.
- b. The initial protest document shall contain a complete statement of the basis for the protest.
- c. The protest shall refer to the specific portion of the document which forms the basis for the protest.
- d. The protest shall include the name, address and telephone number of the person representing the protesting party.
- e. The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

Failure to file a Notice of Protest shall constitute a waiver of proceedings under this rule.

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

Add to end of section 4-1.06B:

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

AA

5 CONTROL OF WORK

Add to section 5-1.01:

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

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

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

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

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

If a discrepancy exists:

1. The governing ranking of Contract parts in descending order is:
 - 1.1. Permits from other agencies as may be required by law
 - 1.2. Addendums, Contract Change Orders, Supplemental Agreements, Approved Revisions to Plans and Specs; Contract Agreement; Bid/Proposal
 - 1.3. Technical provisions
 - 1.4. Flood Control District provisions
 - 1.5. Project plans
 - 1.6. Revised standard specifications
 - 1.7. Geotechnical Baseline Reports for Construction (GBR)
 - 1.8. Standard specifications
 - 1.9. Revised standard plans
 - 1.10. Standard plans
 - 1.11. Information Handout
 - 1.12. 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.

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

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.

7-1.02I(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):

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(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

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.

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.

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.

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

ability to withstand the load of the proposed improvements and not upon the capacity to withstand the loads which may be placed thereon by your equipment. Additional overexcavation so ordered, over the amount required by the Plans or special provisions, will be paid for as provided in the Bid Item List.

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

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

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

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

Replace the 1st paragraph of section 19-5.03B with:

Obtain a relative compaction of at least 95 percent for at least a depth of 0.75 foot below the grading plane for widths between the outer edges of shoulder, or between existing curbs or curb and gutter.

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5 CONTROL OF WORK

Add section 5-1.01A:

5-1.01A WORKING HOURS

Working within public road right of way must only occur between 7:00 AM and 4:30 PM, unless otherwise approved.

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.

Working hours may be extended by the Engineer during the Pipe Pullback Installation road closure.

Add to section 5-1.20B(1):

The County of Santa Barbara Public Works Department, Transportation Division, will be issuing an encroachment permit for this project. General permit requirements are available in the Informational Handout.

Replace section 5-1.26 with:

5-1.26 CONSTRUCTION SURVEYS

5-1.26A General

5-1.26A(1) Summary

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

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

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

5-1.26A(2) Submittals

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

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

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

5-1.26B Material

Not used

5-1.26C Construction

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

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

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

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

Remove all stakes when no longer needed.

5-1.26D Payment

Not used

Revise section 5-1.32 to read:

Occupy the County Road right of way only for purposes necessary to perform the work.
Defend, indemnify and hold the County harmless to the same extent as under section 7-1.05.

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.

After Contactor has notified Underground Service Alert to locate existing utilities in the work area, Contractor must pothole in accordance with the Specifications. Utilities which might be within 10 feet of the pipeline must be located. Contractor shall not commence operations (boring or trenching) until the location of all underground utilities within the work area have been verified. All utility crossing shall be exposed to verify locations using non-aggressive "potholing" techniques such as hand tools (with electrically-insulated handles) or vacuum type excavators. Contractor shall restore all excavations to original conditions.

If the storm drain pipes are constructed using horizontal directional drilling methods, the Contractor will videotape the sewer laterals (which are located within 10' of the proposed storm drain) after the pipe installation.

Reconnect sewer laterals in conformance with section 77-1. Sewer lateral reconnections must be coordinated a minimum of 10 days in advance of the work being performed with Santa Ynez Community Services District, Craig Kapner, (805) 688-3008, cell (805) 350-1501 and affected residents.

Relocate existing water services in conformance with section 77-2. Water service relocations must be coordinated a minimum of 10 days in advance of the work being performed with Santa Ynez River Water Conservation District ID#1, Eric Tambini, (805) 688-6015 and affected residents.

Sewer Laterals and water services must not be out of service for longer than an 8-hour period.

You may be directed to perform additional sewer lateral reconnections and water service relocations. This only applies in the event that existing sewer laterals and water services are found to be in direct conflict with the proposed work and is ordered by the Engineer. This work is Supplemental Work and will be paid in accordance with section 9-1.04.

During the progress of the work under this Contract, the utility owner will relocate a utility shown in the following table within the corresponding number of days shown. Notify the Engineer and the utility owner before you work near a utility shown. The working days to relocate start on the notification date to the utility owner. Southern California Gas Company contact is Matt Foster, Field Team Lead, (805)-681-7922.

Utility Relocation and Department-Arranged Time for the Relocation

Utility	Location	Days
Southern California Gas Company gas service	Service to 3583 Willow Street, Santa Ynez	10
Southern California Gas Company gas service	Service to 3583 Montebello Street, Santa Ynez	10

Installation of the utilities shown in the following table requires coordination with your activities. Make the necessary arrangements with the utility company through the Engineer and submit a schedule:

1. Verified by a representative of the utility company
2. Allowing at least the time shown for the utility owner to complete its work

Utility Relocation and Contractor-Arranged Time for the Relocation

Utility	Utility address	Location	Days
Southern California Gas Company	TBD	3583 Willow Street and 3583 Montebello Street, Santa Ynez	-

The utilities shown in the following table will not be rearranged. The utilities may interfere with substructure construction. You must protect these utilities in place or, if you want any of them rearranged or temporarily deactivated, make arrangements with the utility owner. Deactivation or rearrangement of Santa Ynez River Water Conservation District ID#1 owned utilities will not be permitted. You must lower or raise valve cans to finished grade, as needed for construction. The Santa Ynez River Water Conservation District ID#1 contact is Eric Tambini (805) 688-6015. The Santa Ynez Community Services District contact is Craig Kapner, (805) 688-3008, cell (805) 350-1501. The Southern California Gas contact is Matt Foster, Field Team Lead, (805) 681-7922.

Utilities Not Rearranged for Substructure Construction (unless otherwise stated above)

Utility	Location
Santa Ynez River Water Conservation District ID#1– distribution mains, service laterals, meter boxes, 4" Dia. Blow-off Assembly and associated appurtenances.	Edison Street: STA 10+15 to STA 13+60 Pine Street: STA 15+80 to STA 20+60 Faraday Street: STA 20+80 to STA 34+10
Santa Ynez Community Services District – collector mains, laterals and associated appurtenances.	Edison Street: STA 13+15 to STA 15+30 Pine Street: STA 15+45 to STA 17+60 Faraday Street: STA 22+35 to STA 36+00
Southern California Gas- distribution mains, service laterals and associated appurtenances.	Edison Street: STA 13+90 to STA 15+30 Pine Street: STA 15+50 to STA 18+00 Faraday Street: STA 21+00 to 36+10

Utility	Location
Santa Ynez River Water Conservation District ID#1– distribution mains, service laterals, meter boxes, 4" Dia. Blow-off Assembly and associated appurtenances.	Cedar Street: STA 10+10 to STA 11+50 Cerrito Street: STA 10+10 to STA 11+75 Willow Street: STA 10+10 to STA 12+45 Montebello Street: STA 10+10 to STA 10+80
Santa Ynez Community Services District – collector mains, laterals and associated appurtenances.	Cedar Street: STA 11+40 to STA 11+45 Cerrito Street: STA 11+40 to 12+10 Willow Street: STA 11+30 to 12+40 Montebello Street: STA 10+90 to STA 10+95
Southern California Gas- distribution mains, service laterals and associated appurtenances.	Cedar Street: STA 11+10 to 11+15 Cerrito Street: STA 11+65 to STA 11+70 Willow Street: STA 12+30 to STA 12+35 Montebello Street: STA 11+40 to STA 11+45

Your proposed methods of protection must be to the satisfaction of the utility owner. You must submit a detailed description of the proposed methods of protection two weeks prior to exposing the subject utility. You must notify the utility owner 48 hours in advance of exposing underground utilities and/or implementing protective measures.

Add to section 5-1.37A:

Protect all wet concrete from vandalism. Physically monitor and protect all wet concrete to a point that it is no

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**DIVISION II GENERAL CONSTRUCTION
10 GENERAL**

Add to section 10-1:

Bid Items and Applicable Sections		
Item code	Item description	Applicable section
120090	Construction Area Signs	12
120100	Traffic Control System	12
130100	Job Site Management	12
130200	Prepare Water Pollution Control Program	13
150600A	Remove and Reset Miscellaneous Right of Way Encroachments	15

Add to section 10-1.02:

At the end of each working day if a difference in excess of 0.15 feet exists between the elevation of the existing pavement and the elevation of an excavation within 5 feet of the traveled way, place and compact material against the vertical cut adjacent to the traveled way. During the excavation operation, you may use native material for this purpose except once the placing of the structural section starts, structural material must be used. Place the material to the top of the existing pavement and taper at a slope of 4:1 (horizontal:vertical) or flatter to the bottom of the excavation. Do not use treated base for the taper.

Replace "Reserved" in section 10-1.03 of the RSS for section 10-1 with:

Construction activity must proceed starting with the storm drain lines in Edison Street, Pine Street and Faraday Street, before construction can begin on the storm drains in Cedar Street, Cerrito Street, Willow Street, and Montebello Street. Storm drain connections to existing storm drain systems in cul-de-sacs will be the last item of storm drain construction.

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12 TEMPORARY TRAFFIC CONTROL

Add to section 12-1.01:

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

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

Add section 12-1.01A:

12-1.01A Submittals

Submit 3 copies of your Traffic Control Plan within 14 days of Contract approval for review. If the Engineer requests changes amend and resubmit the Traffic Control Plan within 3 days. Include the following in the

Traffic Control Plan:

1. Construction staging and sequencing (including storage of HDPE fused pipe), and proposed road closures, sidewalk closures and lane closures for each stage.
2. Traffic Control Systems for each shoulder closure and lane closure including sign and barricade placement.
3. Proposed detour routes and signage and for each Lane Closure.

Add to section 12-1.04:

Road and Lane Closures must be in accordance with the Road Encroachment Permit. You must notify residences for each road closure. Notifications must comply with section 7-1.03A.

Road closures may be allowed only with approval from the Engineer and the County of Santa Barbara Public Works Department Transportation Division.

You must comply with Sections 7-1.03, Public Convenience, and 7-1.04, Public Safety.

Shoulder closures must be limited to one shoulder per street at one time.

Pedestrian and bike access must be provided for at all times.

Driveway access from public streets must be maintained for all residences at all times. Access may only be temporarily interrupted during construction activities. You must notify all residences affected by the temporary interruptions to driveway access. Notifications must comply with section 7-1.03A.

You must install temporary steel plate bridging as necessary to maintain full two-way traffic on public roads during non-working hours. Temporary steel plate bridging must conform with Section 602.1 of the Caltrans Encroachment Permit Manual, available online at:

http://www.dot.ca.gov/trafficops/ep/docs/Chapter_6.pdf

You may restrict parking on public streets and alleys. Parking restrictions must be limited to no more than two streets and two alley ways at one time. Parking restrictions must comply with section 12-1.04A.

Add section 12-1.04A:

12-1.04A PARKING RESTRICTIONS AND POSTING FOR TOW AWAY

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

The day of the week shall be written out or properly abbreviated with three to four letters; date or dates of restriction shall be listed completely; the beginning and ending times shall be clearly listed on the sign. The Contractor’s name and telephone number shall also be printed on the sign.

Signs must be mounted such that the words “No Parking” are at an elevation at least three feet and not more than seven feet above the adjacent flowline. Signs may be tied with string to trees and power poles, taped to existing sign poles, or mounted to stakes or barricades that you provide. They must be placed as needed to control the parking of cars within the construction zone; signs must be placed at intervals of 50 feet or less along each side of the roadway. The Engineer may direct where to place signs. Allow utility owners access to the work and schedule around interference by utility owners performing concurrent work.

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

You must be fully responsible for the adequate removal of all parked cars. All vehicle removals must be coordinated by the Contractor with local law enforcement. You must notify local law enforcement upon posting of the parking restrictions. For removal of parked vehicles, you must notify local law enforcement not less than two hours prior to the needed removal with the address nearest the parked vehicle, make, model,

color and license number. The Santa Barbara County Flood Control District will not be responsible for any delay or additional cost associated with the removal of parked cars which obstruct the construction operation.

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

Replace "Reserved" in section 12-5 with:

12-5.01 GENERAL

Section 12-5 includes specifications for closing traffic lanes with stationary lane closures on 2-lane, two-way highways.

A traffic control system for a closure includes the temporary traffic control devices described as part of the traffic control system. The temporary traffic control devices must comply with section 12-3.

12-5.02 MATERIALS

Not Used

12-5.03 CONSTRUCTION

Whenever components of the traffic control system are displaced or cease to operate or function as specified from any cause, immediately repair the components to the original condition or replace the components and restore the components to the original location.

For a stationary lane closure made only for the work period, remove the components of the traffic control system from the traveled way and shoulder at the end of each work period except for portable delineators placed along open trenches or excavation adjacent to the traveled way. You may store the components at selected central locations designated by the Engineer within the limits of the highway.

12-5.04 PAYMENT

A traffic control system for a lane closure is paid for as traffic control system. You must pay for all costs associated with flagging.

The requirements in section 4-1.05 for payment adjustment do not apply to traffic control system. Adjustments in compensation for traffic control system will be made for an increase or decrease in traffic control work if ordered and will be made on the basis of the cost of the necessary increased or decreased traffic control. The adjustment will be made on a force account basis for increased work and estimated on the same basis in the case of decreased work.

A traffic control system required by change order work is paid for as a part of the change order work.

^^

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 section 13-1.03A(1):

13-1.03A(1) Drainage Control

The proposed project is located within urbanized residential streets. 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 in 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.

^^

15 EXISTING FACILITIES

Add to section 15-1.01:

Remove and reset miscellaneous Right of Way encroachments under Section 15-2.

Add to section 15-2.01:

Remove and reset miscellaneous Right of Way encroachments includes, but may not be limited to:

1. Remove and reset railroad ties.
2. Remove and reset fence and fence posts.
3. Remove and reset bollards
4. Remove and reset plants/planters

^^

DIVISION III GRADING

Add before section 19:

Bid Items and Applicable Sections		
Item code	Item description	Applicable section
192001A	Additional Subgrade Overexcavation	19

^^

19 EARTHWORK

Add to section 19-2.01A:

Structure excavation includes the removal of existing asphalt concrete pavement. Removal of existing asphalt concrete pavement must comply with Section 15-2.02B.

Structure backfill includes trench backfill, pipe zone material, and $\frac{3}{4}$ " rock for structure foundations.

Add to section 19-3.01A(1):

Pipe Zone material for Polypropylene, HDPE and Reinforced Concrete Pipe and Trench Backfill material must conform to the gradation for $\frac{3}{4}$ -inch, crushed rock in Table 200-1.2 of the Greenbook (latest edition). The same bedding material shall be used throughout the length of the pipe.

HMA placed in areas where existing asphalt concrete was removed for your convenience or removed beyond 4 feet from the outside edge of proposed storm drain pipe, storm drain manholes, or excavated pits without prior approval from the Engineer will not be measured or paid for.

AA

DIVISION VI STRUCTURES

Add before section 46:

Bid Items and Applicable Sections		
Item code	Item description	Applicable section
480600	Temporary Shoring	48
510502A	Connection to existing Culvert – Junction Structure (SPPWC 333-2)	51
510502B	Type C Drop Inlet	51

48 TEMPORARY STRUCTURES

Replaced “Reserved” in Section 48-3 with:

48-3.01 TEMPORARY SHORING

48-3.01A General

48-3.01A(1)

Section 48-3 includes general specifications for designing, construction, maintaining and removing temporary shoring.

Temporary shoring may be required for stabilization of buildings, structures, and improvements adjacent to the project site, shown and not shown on the plans. It is the Contractor’s responsibility for designing and placing temporary shoring or fill and temporary or fill removal as required throughout the entire project to maintain and construct the entire project. Install temporary shoring and fills in accordance with these special provisions, Section 7-1.02K(6)(b) “Excavation Safety,” Section 5-1.36 “Property and Facility Preservations, and applicable permits, laws, and regulations. Payment will be as designated in Section 48-3.02 Payment of these special provisions.

48-3.01A(2) Submittals

Submit a temporary shoring plan within 15 days after Contract approval.

At a minimum, include the following:

- 1. 4 sets of shop drawings
- 2. 4 copies of design calculations

The Engineer provides comments and specifies the date when the review stopped if revisions are required.

Resubmit a revised temporary shoring work plan within 5 days of receiving the Engineer's comments. Upon authorization, submit 4 additional set of drawings and 2 additional copies of the design calculations.

Temporary shoring plan must comply with the following:

- 1. Drawings must be either 11 in x 17 in, or 22 in x 34 in in size
- 2. Drawings and calculation sheets must include the Project Contract number
- 3. Drawings and calculation sheets must include design firm's name, address, and phone number

Supplement calculations as necessary for particular installations. Drawings and calculations must be stamped and signed by an engineer who is registered as a Civil Engineer in the State of California.

Do not construct temporary shoring until authorized.

You are responsible for the design, construction, maintenance, and removal of the temporary shoring.

48-3.02C Construction

When the Engineer determines that the temporary shoring is no longer required, you may remove the temporary shoring.

Dispose of all temporary shoring material.

48-3.02D Payment

Temporary Shoring is paid for as a lump sum bid item and includes all design, installation, maintenance, and removal as required, complete and in place in accordance with these special provisions.

^^

51 CONCRETE STRUCTURES

Add to section 51-7.01A:

Drop Inlets and Junction Structures are minor structures.

Monolithic catch basin connections are considered to be included as part of their associated minor structure.

Add to section 51-7.01B:

Manhole shafts and reducers must comply with Section 70-4.

^^

DIVISION VII DRAINAGE

Add before section 61:

Bid Items and Applicable Sections		
Item code	Item description	Applicable section
631113A	24-in HDPE DR11 Pipe (HDD Method)	63
631119A	30-in HDPE DR11 Pipe (HDD Method)	63
641113	24-in Plastic Pipe (Class 1 Polypropylene)	64
641119	30-in Plastic Pipe (Class 1 Polypropylene)	64
641107	18-in Plastic Pipe (Class 1 Polypropylene)	64
652311	18-in Class III RCP	65
707225	48" Precast Manhole	70
707233	60" Precast Manhole	70

RESERVED

Replace Section 63 with:

63 HIGH DENISTY POLYETHYLENE PIPE

63-1 GENERAL

63-1.01 GENERAL

63-1.01A Summary

Section 63-1 includes general specifications for furnishing, installing, and testing, complete and in place, high-density polyethylene (HDPE) pipe and fittings, in accordance with the Project Documents. The HDPE pipe and fittings specified herein shall be used only in association with Horizontal Directional Drilling (HDD). HDD installation must also comply with Section 63-2.

63-1.01B Submittals

- A. The Contractor shall furnish documents to the Engineer certifying that the pipe furnished hereunder is in compliance with the requirements of the Project Documents.
- B. Submit a list of pipe and fittings to be used, which includes the following information where applicable:
 - 1. Pipe and fittings to be used
 - 2. Manufacturer
 - 3. Model number, if applicable
 - 4. Size and Sizing System
 - 5. Materials
 - 6. Pressure rating
 - 7. Catalog data
 - 8. Pipe joining methods and equipment, including specific procedures for fusion welding (pipe end cleaning, facing, joining, control of heating plate operation, documentation of jointing, etc.).
- C. The Contractor shall furnish to the Engineer quality control records.
- D. Quality assurance procedures shall be performed by the pipe manufacturer fully in accordance with the requirements of this specification. The certification shall include certified laboratory data confirming that said tests have been performed on a sample of the pipe to be provided under this contract, or pipe from that production run, and that satisfactory results were obtained.

63-1.02 MATERIALS

63-1.02A General

- A. Referenced pipe sizes are nominal pipe diameters.
- B. All materials delivered to the job site shall be new, free from defects, and marked to identify manufacturer, material, class, and other appropriate information.
- C. The Contractor shall provide polyethylene pipe as specified. The pipe shall be made to diameter and tolerances in accordance with ASTM D3350. All pipe shall be made from virgin grade material. The pipe shall be of the diameter and class shown or specified and shall be furnished complete with all fabricated fittings, flanged joints and other appurtenances as necessary for a complete and functional system.
- D. Acceptance of materials will be subject to strength and quality testing, in addition to inspection of the completed product. Acceptance of installed piping system will be based on inspection and leakage tests.

63-1.02B Backfill

Structure backfill material for Plastic Pipe installed by the open cut trench method and HDD receiving pits must comply with section 19-3.

63-1.02C Piping Material

- A. Pipe and fittings shall be high density, high molecular weight polyethylene, as defined in ASTM D 3350 and shall be colored white or light gray. In addition, the material shall be listed by the

Plastic Pipe Institute with a designation of PE 3608 and shall meet the following cell classification and material code designation for PE3608:PE445574E.

- B. Fittings shall be of the same material and class as the pipe. Identification of pipe and fittings shall be in accordance with ASTM D 3350. Pipe and fittings shall be made from virgin material. No rework compound, except that obtained from the manufacturer's own production of the same formulation, shall be used. Pipe and fittings shall be homogeneous throughout and shall be free of visible cracks, holes, foreign material, blisters, or other deleterious faults.
- C. Dimensions of pipe and fittings shall be in accordance with ASTM F 714. The pipe and fittings shall be DR 11 or as approved by the Engineer, with a minimum pressure rating of 160 psi at 73.4degrees F, and shall be Iron Pipe Size (IPS)
- D. The physical properties of the pipe and fittings material shall be as follows:

PROPERTY	TEST METHOD	VALUE
Density	ASTM D 1505	0.940- 0.955 gm/cc
Melt Index	ASTM D 1238	< 0.15 gm/10 min
Environmental Stress-Cracking Resistance ^a	ASTM D 1693	> 5,000 hr > 800 hr
Tensile Strength, Yield ^b	ASTM D 638	3500-4000 psi
Elongation at Break ^c	ASTM D 638	> 750 percent
Vicat Softening Temperature	ASTM D 1525	256 degrees F
Brittleness Temperature	ASTM D 746	< -180 degrees F
Flexural Modulus	ASTM D 3350	>125,000 psi
Modulus of Elasticity	ASTM D 638	105,000 psi
Hardness	ASTM D 2240	65 Shore D
Coefficient of Linear Thermal Expansion ^d	ASTM D 696	8.3x10 ⁻⁵ in/in/ degrees F 1.2x10 ⁻⁴ in/in/ degrees F
Long Term Strength ^e	ASTM D 2837	1,600 psi/ 800 psi

a, Condition A, B & C @ 0 degrees F; Compressed Ring @ 50 degrees F

b, Type IV specimen c, Type IV specimen

d, Molded specimen; Extruded pipe e, @ 73degrees F; @ 140 degrees F

E. The pipe and fittings shall have a white or light gray coloring on the interior.

F. The high-density polyethylene pipe and fittings shall be provided by the following manufacturer, or approved equal:

1. **DriscoPlex**, Division of Chevron Phillips Chemical Co., Piano, TX, 4600 Series pipe for Industrial and Municipal Sewer Trenchless application.

63-1.02D Joints

A. Joints in HDPE pipe shall be made using thermal butt-fusion welding equipment designed for the

specific purpose of permanently connecting HDPE pipes. This equipment shall be capable of squarely facing the pipe ends to be joined, properly heating each pipe end to the temperature range specified by the pipe manufacturer, and applying and sustaining the appropriate pressure, as recommended by the pipe manufacturer.

- B. The butt-fusion welding machine shall be outfitted with a measuring and recording unit that documents the conditions existing during the fusion of each individual weld. A printout that includes the date and time each joint was made, the joint number, the initials of the machine operator, the platen temperature at the time of mating, the pressure during the heating cycle, the time period for the heating cycle, the pressure during the soak cycle, and the time period of the soak cycle shall be machine-generated and delivered to the Engineer at the end of each work shift. The recording unit shall be a **DataLogger, as manufactured by McElroy Manufacturing, Inc., or approved equal.**
- C. Fusion equipment shall be operated by technicians who have been certified by a major gas public utility such as Pacific Gas and Electric or Southern California-Edison for operation of such equipment. Furthermore, all technicians performing butt-fusion welding on this project shall have a minimum of two (2) years experience operating the same equipment used hereon.
- D. Butt-fusion welding equipment shall be as follows, or approved equal:
 - 1. **McElroy Tracstar 900 Fusion Machine 12"-36"**, McElroy Manufacturing, Tulsa, Oklahoma
 - 2. **Ritmo Delta 1000**, Ritmo America, LLC, Lake Wales, Florida

63-1.02E Fittings

- A. The Contractor shall provide fabricated fittings where required. Fabricated fittings shall be of the same material as, and shall have a minimum pressure rating equal to, the pipeline material. If the fitting is in-line with the pipeline (i.e., a flange adapter), then the I.D. of the fitting shall be the same as the pipe. If the fitting is off-line (i.e., a tee), then the fitting shall have an I.D. in accordance with the Project Documents. Unless otherwise required, all fittings shall be butt-fusion welded.
- B. Terminations to pipe or fittings made of other pipe materials shall be made by using flanges. Flanges shall consist of flange adapters butt-fusion welded to the HDPE pipe end, ductile iron back-up rings with a pressure rating of at least 150 pounds, Type 316 stainless steel bolts, nuts, and washers, and 1/8 inch thick, black-reinforced rubber gaskets. In no case shall threaded fittings or adapters be used to connect plastic materials.

63-1.03 CONSTRUCTION

63-1.03A Handling and Storage

- A. All pipe, fittings, etc., shall be carefully handled and protected against damage, impact shock, free fall, and scoring. All pipe handling equipment shall be acceptable to the Engineer. Pipe shall be stored in a manner that protects the pipe against injury or damage. Stacking of polyethylene pipe will not be allowed.
- B. The Contractor shall inspect each pipe and fitting prior to butt-fusion welding and again prior to installation. Any damaged pipe or fittings shall be repaired or replaced by the Contractor, at no additional expense to the District and to the satisfaction of the Engineer. Damage shall include, but not be limited to, gouges, cuts, or scratches of a depth greater than five percent (5%) of the pipe wall.
- C. Prior to butt-fusion welding or installation, each pipe or fitting shall be thoroughly cleaned of any foreign substance that may have collected thereon and shall be kept clean at all times thereafter. The material used to clean the pipe and fittings shall be as recommended by the pipe manufacturer.

63-1.03B Butt-Fusion Welding

- A. Only technicians who have been certified in accordance with the requirements of paragraph 2.01B(d) shall be allowed to operate the butt-fusion welding equipment.
- B. Butt-fusion welds shall be performed in accordance with manufacturer's instructions. The butt-

fusion welding procedures are summarized below:

1. Clean each pipe end with a clean cotton cloth to remove dirt, oil, grease, and other foreign materials.
 2. Square (face) the mating surfaces of each of the pipes to be fused.
 3. Bring the two (2) pipe ends together and adjust the pipe locations to ensure proper alignment.
 4. Verify that the surface temperature of the heater plate is between 375 and 400 degrees F and then clean the heater surface with a clean cotton cloth.
 5. Insert the heater plate between the pipe ends, bring the ends into firm contact with the heater plate without applying pressure, and achieve a proper melt pattern.
 6. After achieving the proper melt bead, remove the heater plate and quickly examine the pipe ends for complete melt.
 7. Once complete melt has been accomplished, rapidly bring the pipe ends together and apply pressure as recommended by the pipe manufacturer.
 8. Hold the pressure constant and at the proper level throughout the cooling period, for the minimum time period recommended by the pipe manufacturer or as necessary to achieve proper cooling.
- C. The Contractor shall mark each joint with the individual joint number, corresponding to the joint identification number appearing on the printout of the data logger attached to the butt-fusion welding machine. The printout shall be attached to the pipe near the joint for collection by the Engineer.

63-1.03C Earthwork

Excavation, backfill and shaped bedding material for Plastic Pipe installed by the shored trench method and HDD receiving pits must comply with section 19-3.

63-1.03D Installation

- A. Provide the necessary facilities for lowering and properly placing pipe sections in the trench. Lay plastic pipe to line and grade.
- B. For HDD installation the Contractor shall insert the pipe into the horizontal boring through properly prepared insertion and receiving pits, in accordance with the requirements of ASTM F 585.
- C. For HDD installation the maximum pulling force that may be applied to any pipe shall be calculated as follows:
 $F = SA$
where: F = maximum pulling force on pipe (lb.)
 $S = \text{maximum allowable stress (1,000 psi)}$
 $A = \text{cross-sectional area of pipe wall (square inches)}$
The cross-sectional area of the pipe wall shall be calculated as follows: $A = (D-t)t$
where: D = outside diameter (in)
 $t = \text{minimum wall thickness (in)}$
- D. The HDPE pipe shall have the nominal outside diameter as noted on the Plans. The pipe shall have a minimum wall thickness and strength to withstand operation and installation loads as a result of the installation method, procedure, equipment and practices used by the Contractor. The DR shown on the plans is a maximum allowable. See Section 64-2.01B. Design calculations shall state installation requirements including fluid inside of the pipe, filling rate of the pipe, and slurry density. Pipe shall be installed to meet the hydraulic design requirements.
- E. The Contractor shall take care not to drag the pipe over rocks or rough surfaces that may damage the pipe. An appropriate pulling head shall be attached to the end of the pipe and shall be used

- for pulling the pipe at all times. Pulling the pipe by the flanged end will not be allowed.
- F. Rubber gaskets or water stops supplied by the HDPE pipe manufacturer must be placed around the exterior of the HDPE pipe where connecting to concrete structures. Rubber gaskets or water stops must be of the type or kind that ensures the connection between the concrete structure and the HDPE pipe is watertight.

63-1.03E Field Couplings

- A. Fittings/Joints that are to be assembled after directional drilling has been completed shall be butt fused where accessible. The electrofusion couplings shall be used on inaccessible locations. Electrofusion couplings shall be **Frialen Electrofusion couplings**, as manufactured by Friatec, Inc., or approved equal.

63-1.03F Testing

- A. The Contractor must conduct mandrel and water exfiltration testing of the installed HDPE pipe in conformance with Greenbook Sections 306-1.2.12 and 306-1.4, respectively.
- B. The Contractor must install the pipe to meet the horizontal and vertical tolerances as described in section 63-2.03D; the Contractor must provide record via a survey of both horizontal and vertical alignment to confirm construction was completed in compliance with the plans and specs.

63-1.04 PAYMENT

Plastic pipe is measured along the centerline of the pipe as the horizontal distance manhole to manhole. The payment quantity is the length designated by the Engineer. The payment quantity is the final horizontal length of pipe in the ground at the completion of the project.

- A. For shored trench installation, the bid cost and payment of the pipe must incorporate the cost of roadway excavation (Section 19), structure/select backfill (Section 19), pervious backfill material (Section 19), class 2 aggregate base (Section 26), asphaltic emulsion/fog seal coat (Section 37), HMA (Section 39) and trench filter fabric (Section 68) as part of the lineal foot cost of the pipe.

63-2 HORIZONTAL DIRECTIONAL DRILLING

63-2.01 GENERAL

63-2.01A Summary

The Contractor shall furnish and install, complete and in place, high-density polyethylene pipe (HDPE) by the horizontal directional drill method as indicated in the Project Documents. The Contractor shall provide all materials, labor, equipment, and services necessary for installation of HDPE pipe, and testing of completed pipe system.

63-2.01B Submittals

- A. Shop Drawings
1. The Contractor shall submit catalog cuts, specifications, dimensional drawings (including maximum over-cut dimensions), installation details/sketches, Material Safety Data Sheets (MSDS) for all drilling fluids and lubricants, and other pertinent information for the horizontal directional drill and HDPE pipe installation work. The Contractor **shall include site maps** indicating all locations where butt-fusion welding work will occur, laydown areas, pipe storage areas, insertion pits, and pulling pits. All materials provided shall be fully in accordance with the requirements of the Project Documents.
 2. The Contractor shall obtain and submit the pipe manufacturer's written approval of all connection details.
 3. The Contractor shall submit **detailed drawings and written description** of the construction procedure, schedule and sequence to install the pipe, including plan and profile drawings of the bore path showing all horizontal and vertical curve radii and entry and exit angles.

4. The Contractor shall submit calculations of installation loading on the HDPE pipe during pull back. Determine the maximum anticipated installation loads and ensure that the anticipated loads are implemented in the design of the pipe. Design calculations shall be completed using an industry accepted method such as ASTM, API or other standard acceptable to the Engineer. All calculations shall be completed with conservative assumptions. Incremental filling of the carrier pipe during pullback will be permitted, although filling is not required to minimize pullback forces on the pipe.
 5. The Contractor shall submit technical data of equipment, drilling slurry compound, method of installation, and proposed sequence of construction a minimum of two (2) weeks prior to commencement of work.
 6. The Contractor shall submit a contingency plan concerning the potential for drilling fluids that may escape to the ground surface (i.e. through hydrofractures) during drilling. The Contractor shall submit a Drilling Fluid Management Plan that includes the following as a minimum:
 - a. Rapid response procedures - directional drilling shall be performed by a Contractor who has the expertise required to perform the related work. The Contractor shall designate qualified personnel and equipment on the site during directional drilling operations responsible for monitoring drilling fluid pressure, and watching surface conditions for visual signs of frac-out. Contractor shall provide immediate response and initiate containment procedures in the event of an occurrence of a drilling fluid spill. In the event of a drilling fluid spill or frac-out all drilling activities shall be stopped. Drill stem shall be removed from the bore hole and the hole abandoned.
 - b. Containment procedures - sediment control systems such as: silt fence or earth berms on uplands, and floating silt barriers or other aquatic barriers in water, and other means necessary to prevent the spread of the drilling fluid spill shall be installed immediately.
 - c. Timely cleanup capability - remediation of the lost drilling fluid shall begin immediately. Cleanup shall include removal of the material from the site by an approved method, and disposal of the material by an approved method in an appropriate location as approved by the Engineer.
- B. Certification
1. The Contractor shall furnish a certified affidavit of compliance for all HDPE pipe and fittings furnished confirming that the materials supplied fully conform to the requirements of High-Density Polyethylene Pipe.
 2. The Contractor shall submit the qualifications of the foreman, local operator, and crew who are to be responsible for directional boring work. No substitution of personnel will be allowed without the written acceptance of the Engineer. Directional Drilling and pipe installation shall be done only by an experienced Contractor specializing in directional drilling and whose key personnel have at least five (5) years experience in this work. Furthermore, the Contractor shall have installed directionally drilled pipe at least as large as 36 inches in diameter, have performed installations at 2,000 feet in length, and successfully installed at least 100,000 feet in length.
- C. The Contractor shall perform trial fusion welds and submit samples to the Engineer for review prior to installation of the pipe. Full penetration welds shall provide a homogeneous material across the cross-section of the weld. The fusion machine and the operator employed for the trial welds shall be the same as for the installation work.
- D. Fusion equipment shall be operated only by technicians who have been certified by the pipe manufacturer or supplier and who have a minimum of two (2) years of experience fusion welding pipelines. The technician's experience shall be documented in the HDPE pipe submittal.
- E. The Contractor shall submit detailed information describing the horizontal directional drill equipment and drilling procedures.
1. All drilling equipment shall have a permanent, inherent alarm system capable of detecting

an electrical current. The equipment shall be grounded and shall be equipped with an audible alarm to warn the operator when the drill head nears electrified cable.

2. All crews shall be provided with grounded safety mats, heavy gauge ground cables with connectors, and hot boots and gloves.

63-2.01C Quality Assurance

- A. Fusion joining and other procedures necessary for correct assembly of the polyethylene pipe shall be done only by personnel trained in those skills to the satisfaction of the Engineer and the pipe supplier.
- B. Only those tools designed for the aforementioned procedures, approved by the pipe manufacturer or supplier, and acceptable to the Engineer shall be used for assembly of pipe fittings to ensure proper installation. The heater plate shall be equipped with suitable means to measure the temperature of plate surfaces and to assure uniform heating such as thermometers or pyrometers.
- C. The Contractor shall control drilling practices to prevent damage to existing utilities.
- D. The Contractor shall pothole existing crossing utilities to ensure there will be no conflicts, and as required by the existing utility provider.

63-2.02 MATERIALS AND EQUIPMENT

- A. The Contractor shall provide polyethylene pipe as specified in Section 63-1.
- B. Drill Unit: The drill unit shall be a remote-steerable tunneling system that is designed specifically for use in the installation of gravity sewer pipelines and is capable of accurately drilling (true to line and grade as specified on the drawings) through the geologic conditions identified in the geotechnical report and in bedrock and in mixed bedrock and soil face conditions. The drilling system shall utilize a high-pressure, low-volume, liquid-assisted, mechanical excavation technology that is capable of installing pipelines of the diameter and length required in ground conditions as identified in the geotechnical report.
- C. Electronic Detection System: The Contractor shall provide and use an electronic detection system that is capable of continuously locating the position of the drilling head complying with section 63-2.03D. Walkover Tracking Systems are allowable.

63-2.03 CONSTRUCTION

63-2.03A General

- A. The Contractor shall protect all facilities from damage by forces generated by horizontal directional drill equipment.

63-2.03B Preparation

- A. All work shall be performed as indicated in the Project Documents and shall be supervised by personnel experienced in horizontal directional drill installation pipe.

63-2.03C Pipe Installation

- A. Pipe installation shall be by horizontal directional drill in accordance with the requirements of the Project Documents.
- B. The Contractor shall locate, design, construct, dewater, maintain, and restore starting and termination pits. The contractor is fully responsible for evaluating the site conditions and providing any necessary excavation or backfill and constructing a working platform for equipment, shoring, stabilization or dewatering, as needed to construct the proposed improvements.
- C. Horizontal directional drill shall be performed by a high-pressure, low-volume, liquid- assisted, mechanical excavation process utilizing a drilling slurry compound. The drilling slurry compound shall maintain boring stability and provide lubrication in order to reduce frictional drag while the pipe is being installed. In addition, the drilling slurry compound shall be totally inert and contain no environmental risk. The Contractor shall have a mobile vacuum spoils recovery vehicle on site to remove the drilling spoils from the access pits. The Contractor shall be responsible for collecting,

- transporting, and disposing of the spoils from the job site. Under no circumstances will the drilling spoils be permitted to be disposed of into sanitary, storm, or other public or private drainage systems or waterways. Any leakage or spillage of drilling fluids shall be immediately cleaned up by the Contractor and disposed of offsite in a legal manner.
- D. Surface settlement or heave of utilities and other features above the HDD centerlines and within the zone influenced by the HDD construction shall be limited to values that avoid damage. The Contractor shall repair any damage resulting from settlement or heave caused by HDD activities at no additional cost to the District. The Contractor shall grout any voids caused by or encountered during drilling.
 - E. Mechanical, pneumatic, or water-jetting methods will be considered unacceptable due to the possibility of surface subsidence.
 - F. After an initial bore has been completed, a reamer shall be installed at the termination pit and the bore shall be prereamed at least twice, or if more than twice, as many times as deemed required by the Contractor, before the pipe is pulled back to the starting pit. The reamer shall be capable of discharging drilling slurry compound to facilitate the installation of the pipe into a stabilized and lubricated tunnel.
 - G. During insertion, the HDPE shall be supported on roller supports to isolate the pipe from the ground or pavement and avoid damage to the pipe. Pipe rollers shall be used and of sufficient size to fully support the weight of the pipe while being hydro-tested and during pull-back operations. Sufficient number of rollers shall be used to prevent excess sagging of pipe. Rollers shall be used as necessary to assist in pull back operations and in layout/fusing of material.
 - H. The Contractor shall fill the new pipe with water as ballast prior to pull-back. The Engineer may waive this requirement at his/her discretion.
 - I. A swivel shall be used to connect the pipeline to the drill pipe to prevent torsional stresses from occurring in the pipe.
 - J. Upon completion of boring and pipe installation, the Contractor shall remove all spoils (including drilling slurry) from the starting and termination pits. All pits shall be backfilled in accordance with the requirements of the Project Documents to match preexisting improvements and drainage.

63-2.03D Control of Line and Grade

- A. Construction Control: Contractor shall check baselines and benchmarks shown on the Contract Documents at the beginning of the Work and report any errors or discrepancies to the Engineer. The Contractor shall use the baselines and benchmarks to establish and maintain construction control points, reference lines and grades for locating, boring, reaming, and in relationship to existing pipelines, utilities and structures. Establish construction control points sufficiently far from the work to avoid being affected by any ground movements caused by HDD operations.
- B. Temporary Bench Mark Movement: The Contractor shall ensure that if settlement of the ground surface occurs during construction which affects the accuracy of the temporary benchmarks, the Contractor shall detect and report to the Engineer such movement and reestablish temporary bench marks.
- C. Line and Grade:
 1. Check and record the survey control for the boring operations against an aboveground undisturbed reference as required accurately guiding and monitoring the constructed length (± 20 feet).
 2. At a minimum of every drill rod connection or a maximum of every 5 feet, record the position of the drill bit, then make immediate corrections to alignment position before allowable tolerances are exceeded.
 3. When drill is off line or grade make, ongoing alignment corrections to avoid major changes and keep within specified tolerances. For gravity pipe installations, a belly in the bore that will hold water and/or a reverse grade is not acceptable and shall be

replaced at no additional cost to the Owner. Replacement shall include removal and replacement of the bellied pipe length by open cut or by re-drilling on a parallel alignment as directed by Engineer.

4. Tolerance:

The Engineer designed the storm drain line in order to minimize conflicts with exiting utilities and minimize the overall depth of the storm drain system. The design has manholes which are less than 20 feet in depth. The Contractor may choose to go deeper than the design while maintaining the constraints of the critical locations, vertical and horizontal tolerances. If the Contractor does construct the pipes deeper than the design causing any manholes to be 20 feet or greater in depth, the Contractor must pay for the additional costs associated with the deeper structures (safety ledges/structural design). The Contractor must pay for relocation of exiting utilities as a result of both horizontal and vertical realignment of the storm drain pipe that would not have been required to be relocated with placement of the pipe in the design location.

a. Critical Locations (horizontal and vertical locations per plan unless otherwise noted):

- The Contractor must meet the requirements listed at these critical locations identified as follows:
 - Station 10+00 – connection to existing box culvert.
 - Station 20+68.37 – SDMH 4.
 - Station 35+78.70 – SDMH 9.

b. Vertical Tolerance:

- For locations other than identified as critical, the following vertical tolerance must be obtained during pipe installation. Storm drain pipe (in the plan direction of flow) shall be a maximum deviation of 12 inches (1 foot) in downward vertical alignment for any 100-foot section from plan grade but no more than 36 inches (3 feet) down in a 500-foot section. Deviation of grade (in the plan direction of flow) in the upward direction is allowed only for corrective means but shall not be higher than the elevation shown on the plans. Fall must be maintained in a downward direction ensuring that downstream manhole inverts are lower than upstream manhole inverts. Manhole inverts in Faraday may be adjusted but the storm drain lines in the cul-de-sacs must maintain a minimum absolute grade of 0.5% in the downward direction unless otherwise noted on plans.
- A variation greater than ± 3 feet from vertical alignment designated on the Contract Documents may be allowed at the discretion of the Engineer and must be approved prior to installation.

c. Horizontal Tolerance:

- For locations other than identified as critical, the following horizontal tolerance must be obtained during pipe installation.
 - Faraday – Storm drain pipe deviations in horizontal line shall be a maximum of ± 12 inches (1 foot) in any 100-foot section but no more that ± 4 feet within the entire length of Faraday. Manhole locations must maintain a minimum 10.9 feet from centerline of base to centerline of existing water line.
 - Pine – Storm drain pipe deviations in horizontal line shall be a maximum of ± 12 inches (1 foot) in any 100-foot section but no more that ± 4 feet within the entire length of Pine.
 - Edison – Storm drain pipe deviations in horizontal line shall be a maximum of ± 12 inches (1 foot) in any 100-foot section but no more that ± 2 feet in the entire length of

Edison. Horizontal alignment must maintain 4 feet separation between storm drain and existing water line.

- A variation greater than ± 2 feet from horizontal alignment designated on the Contract Documents may be allowed at the discretion of the Engineer and must be approved prior to installation.
5. Outside edge of pipe must not deviate into a 2-foot space inside either edge of the servitude or right-of-way nor should it conflict with any above or below ground obstructions.
 6. In the event that the actual installation exceeds these specified tolerances the Contractor shall be fully responsible for making necessary corrections or adjustments, as approved by the Engineer, including, but not limited to, extending the installation length of HDPE by the open trench method and constructing concrete collars and angle points at no additional cost to the owner. New pipe installed outside tolerances and not approved by the engineer shall be fully grouted and abandoned or removed and all voids filled as directed by the Engineer at no additional cost to the Owner.

63-2.04 PAYMENT

Plastic pipe is measured along the centerline of the pipe as the horizontal distance manhole to manhole. The payment quantity is the length designated by the Engineer. The payment quantity is the final horizontal length of pipe in the ground at the completion of the project.

- A. For HDD installation, the bid cost and payment of the pipe must include the cost of the bore pits, including roadway excavation (Section 19), structure/select backfill (Section 19), pervious backfill material (Section 19), class 2 aggregate base (Section 26), asphaltic emulsion/fog seal coat (Section 37), and HMA (Section 39), fused joints, installation and all testing required.

64 PLASTIC PIPE

64-1.01 GENERAL

64-1.01A Summary

At certain locations where shown on the plans, the Contractor has the option of providing either reinforced concrete pipe (RCP) or polypropylene pipe for storm drain installation.

Section 64-1 includes general specifications for furnishing, installing, and testing, complete and in place, Type S Polypropylene pipe and fittings in accordance with the Project Documents. The Polypropylene Pipe and fittings specified herein shall be used only in association with the shored trenches.

Add to Section 64-1.01B:

Prior to delivering any pipe material to the jobsite submit a list all proposed pipe and fitting materials and a detailed layout of proposed pipe and fitting placement for review and approval by the Engineer.

Replace the 1st paragraph of section 64-1.02A with:

Plastic pipe must be Type S corrugated polypropylene pipe, Class 1.

Add section 64-1.02C(1):

64-1.02C(1) CORRUGATED POLYPROPYLENE PIPE

Corrugated polypropylene pipe must be 36 inches or less in nominal diameter.

1. 18- through 30-inch pipe must have a smooth interior and annular exterior corrugations and meet or

exceed ASTM F2736 and AASHTO M330.

2. 36--inch pipe must have a smooth interior and annular exterior corrugations and meet or exceed ASTM F2881 and AASHTO M330.

3. Manning's "n" value for use in design shall be 0.012.

Polypropylene compound for pipe and fitting production must be impact modified copolymer meeting the material requirements of ASTM F2736, Section 4, ASTM F2881, Section 5, and AASTHO M330, Section 6.1, for the respective diameters.

Fittings must conform to ASTM F2736, ASTM F2881 and AASTHO M330), for the respective diameters. Bell and spigot connections shall utilize a spun-on, welded or integral bell and spigot with gaskets meeting ASTM F477. Bell and spigot fittings joint shall meet the watertight joint performance requirements of ASTM D3212. Corrugated couplings shall be split collar, engaging at least 2 full corrugations.

Add to Section 64-1.02E:

For corrugated polypropylene pipe:

1. Pipe must be joined with a gasketed integral bell and spigot joint meeting the requirements of ASTM F2736 or F2881, for respective diameters.

2. 12- through 60 inch shall be watertight according to the requirements of ASTM D3212. Spigots shall have gaskets meeting the requirements of ASTM F477. Gasket must be installed by the pipe manufacturer and covered with a removable, protective wrap to ensure the gasket is free from debris. A joint lubricant as recommended by the manufacturer must be used on the gasket and bell during assembly.

3. 12- through 60-inch diameters must have a reinforced bell with a polymer composite band installed by the manufacturer.

Replace section 64-1.03A with:

64-1.03A GENERAL

Install Type S corrugated polypropylene pipe as shown on the plans.

Joints within curved alignments must not be pulled or deflected. Curved alignment must be provided by the use of a series of fittings and short pipe tangents produced by the pipe manufacturer not exceeding 11 ¼ degrees deflection per fitting or by the use of concrete collars per APWA Standard Plan 380-4 in accordance with Section 51-7 of the Standard Specifications.

Rubber gaskets or water stops supplied by the polypropylene pipe manufacturer must be placed around the exterior of the polypropylene pipe where connecting to concrete structures. Rubber gaskets or water stops shall be on the type or kind that ensures the connection between the concrete structure and the polypropylene pipe meets the requirements for watertight joints.

Remove existing RCP and CMP storm drains, and as needed to construct proposed improvements, including connection of the existing storm drains to the new manholes. Removal of existing pipe must comply with Section 15-2.02K.

Add section 64-1.03D:

64-1.03D FIELD PIPE AND JOINT PERFORMANCE

At the Engineer's direction, the Contractor shall test up to 25% of the joints in the pipeline in conformance with ASTM F 1417 or ASTM F2487. Appropriate safety precautions must be used when field testing any pipe material. Contact manufacturer for recommended leakage rates. Failing tests will not be considered as part of the 25% of the joints to be tested at the Engineer's direction. Passing retests of failed tests will not be considered as part of the 25% of the joints to be tested at the Engineers direction.

At the Engineer's direction, the Contractor shall mandrel and deflection test all polypropylene pipe in accordance with Section 306-1.2.12, "Field Inspection for Plastic Pipe and Fittings," of the "Greenbook."

64-1.04 PAYMENT

Plastic pipe is measured along the centerline of the pipe as the horizontal distance manhole to manhole. The payment quantity is the length designated by the Engineer. The payment quantity is the final horizontal length of pipe in the ground at the completion of the project.

- A. For shored trench installation, the bid cost and payment of the pipe must incorporate the cost of roadway excavation (Section 19), structure/select backfill (Section 19), pervious backfill material (Section 19), class 2 aggregate base (Section 26), asphaltic emulsion/fog seal coat (Section 37), HMA (Section 39) and trench filter fabric (Section 68) as part of the lineal foot cost of the pipe.

65 CONCRETE PIPE

Add to section 65-2.01A:

At certain locations where shown on the plans, the Contractor has the option of providing either reinforced concrete pipe (RCP) or polypropylene pipe for storm drain installation.

Reinforced Concrete pipe (RCP) shall be Class III and circular.

Add to Section 65-2.01C:

Prior to delivering any pipe material to the jobsite submit a list all proposed pipe and fitting materials and a detailed layout of proposed pipe and fitting placement for review and approval by the Engineer.

65-2.04 PAYMENT

Reinforced concrete pipe is measured along the centerline of the pipe and parallel with the slope line. The payment quantity includes the length of bends, wyes, tees, and other branches to the point of intersection. The payment quantity is the length designated by the Engineer. If pipes are cut to fit a structure or a slope, the payment quantity is the length of pipe necessary to be placed before cutting, measured in 2-foot increments. If you choose to construct a cast-in-place connection instead of cutting off the pipe to fit the structure, the payment quantity is the length of pipe measured along the centerline of the pipe to the face of the structure.

- A. For shored trench installation, the bid cost and payment of the pipe must incorporate the cost of roadway excavation (Section 19), structure/select backfill (Section 19), pervious backfill material (Section 19), class 2 aggregate base (Section 26), asphaltic emulsion/fog seal coat (Section 37), HMA (Section 39) and trench filter fabric (Section 68) as part of the lineal foot cost of the pipe.

68 SUBSURFACE DRAINS

Add to section 68-1.03B:

Filter Fabric must be Mirafi 180N, US Fabrics 205NW, or approved equal.

70 MISCELLANEOUS DRAINAGE FACILITIES

Add to section 70-4.02:

Concrete shall have a minimum compressive strength of 4000 psi at 28 days.

No steps shall be installed in the manholes.

Add to Section 70-4.03:

Backfilling shall not begin until construction below finish grade has been approved, forms removed, and the excavation cleaned of trash and debris. Backfill shall be brought to indicated finish grade. Backfill shall be placed symmetrically around structures to prevent eccentric loading upon or against said structures.

70-4.04 PAYMENT

For precast manhole installation, the bid cost and payment of the precast manholes must include the cost of the roadway excavation (Section 19), structure/select backfill (Section 19), pervious backfill material (Section 19), class 2 aggregate base (Section 26), asphaltic emulsion/fog seal coat (Section 37), and HMA (Section 39).

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DIVISION VIII MISCELLANEOUS CONSTRUCTION

Add before section 72:

Bid Items and Applicable Sections		
Item code	Item description	Applicable section
770110A	Reconnect Sewer Lateral	77
770110C	Relocate existing Santa Ynez Water Conservation District water service	77
810116	Tie out and re-establish Traffic Well Survey Monument Type D Alternative 1	81

77 LOCAL INFRASTRUCTURE

Add section 77-1:

77-1 SANTA YNEZ COMMUNITY SERVICES DISTRICT FACILITIES

77-1.01 GENERAL

Section 77-1 includes specifications for rearranging Santa Ynez Community Services District Facilities. Santa Ynez Community Services District facilities to be rearranged by you include:

1. Reconstruct Sewer Lateral

All work associated with rearranging Santa Ynez Community Services District Facilities must comply with the Santa Ynez Community Services District Design and Construction Standards for Public Sewage System Improvements (January 2007), available online at:

<http://www.sycsd.com/DocumentCenter/Home/View/191>

Excavation and Trench Backfill must comply with Section 19-3.

Remove existing VCP sewer pipe as needed to construct proposed improvements. Removal of existing VCP sewer pipe must comply with Section 15-2.02K.

Existing sewer laterals are anticipated to be found within the limits of excavation for storm drain pipe installation and drainage structure construction. You must uncover and investigate the condition and locations of these existing sewer laterals under Section 5-1.36(D). Reconstruct sewer laterals consisting of VCP in accordance with the details shown in the Santa Ynez Community Services District Design and Construction Standards for Public Sewage System Improvements (January 2007),.

Bypass sewer flow as necessary to reconstruct the sewer lateral. Submit shop drawings of the bypass plan to the Engineer and the Santa Ynez Community Services District. The Santa Ynez Community Services District contact is Craig Kapner, (805) 688-3008, cell (805) 350-1501. Shop drawings must comply with Section 5-

1.23B(2).

Submit certificates of compliance for materials incorporated into the work.

77-1.01B PAYMENT

Reconstruct sewer laterals are paid for as units.

Add section 77-2:

77-2 SANTA YNEZ RIVER WATER CONSERVATION DISTRICT ID#1 FACILITIES

77-2.01 GENERAL

Section 77-2 includes relocation of one Santa Ynez River Water Conservation District ID#1 water service.

- 1. Contractor shall relocate one Santa Ynez River Water Conservation District water service. The Santa Ynez River Water Conservation District Contact is Eric Tambini, at (805) 688-6015.

All work associated with relocating Santa Ynez River Water Conservation District Facilities must comply with the Santa Ynez River Water Conservation District Water Works Standards and Construction Specifications (January 2008), available online at:

<http://s3.amazonaws.com/siteninja/site-ninja1-com/1439430230/original/DistrictWaterWorksStandardsandConstructionSpecs.pdf>

77-3.01B PAYMENT

Relocation of Santa Ynez River Water Conservation District water service is paid for as units from actual count. Water mains and services protected in place will not be measured or paid for.



81 MONUMENTS

Add section 81-1.01 General:

Survey Monuments shall be Type D Alternative 1.

STANDARD DETAILS AND PLANS LIST

Description Standard Number

SANTA BARBARA COUNTY DEPARTMENT OF PUBLIC WORKS – TRANSPORTATION DIVISION STANDARD DETAILS

The Construction Standard Detail sheets (dated September 2011) applicable to this contract include, but are not limited to those indicated below.

Type C Drop Inlet 3-050

STATE DEPARTMENT OF TRANSPORTATION

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

Abbreviations A10A - A10B

Symbols A10C - A10E

Survey Monuments A74

Hot Mix Asphalt Dikes A87B

APWA STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION (SPPWC)

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

Manhole Frame and Cover Pressure Type 211-2

Blanket Protection for Pipes 225-2

Monolithic Catch Basin Connection 308-2

Catch Basin Reinforcement 309-2

Manhole Shaft – with Eccentric Reducer 324-2

Pressure Manhole Shaft and Pressure Plate Detail 36" Without Reducer 329-2

Junction Structure – Pipe to RCB 333-2

Concrete Collar for RCP (12" through 72") 380-4

24" Manhole Frame and Cover 630-4

36" Manhole Frame and Cover 633-4

SANTA YNEZ COMMUNITY SERVICES DISTRICT STANDARD DRAWINGS

The Standard Drawing sheets applicable to this contract include, but are not limited to those indicated below.

Standard Sewer Notes S-1

Sewer Pipe Bedding and Backfill Details S-2

Typical Lateral Sewer S-3

Standard Cleanout	S-5
Lateral Sewer Installation	S-6
Standard Wye Branch Installation	S-7

SANTA YNEZ RIVER WATER CONSERVATION DISTRICT ID #1 STANDARD DETAILS

The Standard Drawing sheets applicable to this contract include, but are not limited to those indicated below.

General Notes	8.03
1" Water Service Connection	8.04
2" Water Service Connection	8.05
Typical Utility Trench	8.09
Concrete Thrust Blocks	8.10
Sanitary Protection for Water Mains from Sewers	8.14

MID STATE PRECAST CONCRETE PRODUCTS, OR APPROVED EQUAL – 60" DIAMETER MANHOLE

MID STATE PRECAST CONCRETE PRODUCTS, OR APPROVED EQUAL – 48" DIAMETER MANHOLE

SANTA BARBARA COUNTY DEPARTMENT OF PUBLIC WORKS – ROAD DIVISION PERMIT OFFICE

Requirements for Road Division Encroachment Permit