# COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS



# NOTICE TO BIDDERS AND SPECIAL PROVISIONS

**FOR** 

TORO CANYON
OIL WATER SEPARATOR
PROJECT
IN THE 1ST SUPERVISORIAL DISTRICT

#### **UNDER:**

Bid Book dated 8/23/2023 Project Plans approved 08/21/2023 Standard Specifications dated 2018

Standard Plans dated 2018

RSS dated 10/15/2021

**COUNTY PROJECT NO. WA8231-TCRP** 

**BID OPENING LOCATIONS:** 

PlanetBids

https://pbsystem.planetbids.com/portal/43874/bo/bo-detail/108974

BID OPENING TIME AND DATE: 2:00 PM on Tuesday, September 12, 2023

**Electronic Advertising Contract** 

SCOTT D. MCGOLPIN DIRECTOR OF PUBLIC WORKS

### NOTICE TO BIDDERS AND SPECIAL PROVISIONS

# TORO CANYON OIL WATER SEPARATOR PROJECT IN THE 1ST SUPERVISORIAL DISTRICT COUNTY PROJECT NO. WA8231-TCRP

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

		PROFESSION
Haul In	August 22, 2023	HAMID AMI
HAMID AMINI REGISTERED CIVIL ENGINEER	DATE	No. <u>85896</u>
NEGIOTENED GIVIE ENGINEEN		<b>X</b> ★\ <u>CIVIL</u>
		09/30/2024
1, 1/	August 22, 2023	ATE OF CALIFO
Jerro Kung		ED PROFESSION
JERKO KOCIJAN	DATE	JERKO
REGISTERED CIVIL ENGINEER	DATE	KOCIJAN
		No. <u>71747</u> ★\ <u>CIVIL</u>
		12/31/2023
Cathleen Garnand	August 22, 2023	ATE OF CALIFO
CATHLEEN GARNAND PROJECT MANAGER	DATE	
TROSECT MANAGER		
Walter Rubalcava	October 4, 2023	
WALTER RUBALCAVA - DEPUTY DIRECTOR	DATE	
WALTER RUBALCAVA - DEPUTT DIRECTOR	DATE	
CocuSigned by:		
Scott McGolpin	August 22, 2023	
2C7CB1830C5741F	DATE	
	DATE	
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May May		
US	10-17-23	
DAS WILLIAMS	DATE	
BOARD OF SUPERVISORS, CHAIR	<i>3,</i> <b>=</b>	

(APPROVED)

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## **SPECIAL NOTICE**

## **NOT USED**

#### NOTICE TO BIDDERS

Bids open at 2:00 PM on Tuesday, September 12, 2023 for:

TORO CANYON OIL WATER SEPARATOR PROJECT IN THE 1ST SUPERVISORIAL DISTRICT

COUNTY PROJECT No. WA8231-TCRP

General project work description: Replacement of oil-water separator system

The Plans, Specifications, and Bid Book are available at https://www.planetbids.com/portal/portal.cfm?CompanyID=43874.

The Contractor must have either a Class A license or any combination of the following Class C licenses which constitutes a majority of the work: 8, 10, 12, 13, 27, 34, 50, and 61.

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

#### **PlanetBids**

https://pbsystem.planetbids.com/portal/43874/bo/bo-detail/108974

Complete the project work within 60 Workings Days (120 Working Days for Tank Heater Only).

The estimated cost of the project is \$ 1,473,000

A optional pre-bid meeting is scheduled for this project on Wednesday, August 30, 2023, at 9:00 AM at 1071 Toro Canyon Road. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

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

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

Inquiries or questions based on alleged patent ambiguity of the plans, specifications, or estimate must be submitted as a bidder inquiry by 2:00 PM on 09/06/2023. Submittals after this date will not be addressed. Questions pertaining to this Project prior to Award of the Contract must be submitted via PlanetBids Q&A tab.

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

https://pbsystem.planetbids.com/portal/43874/bo/bo-detail/108974

By order of the Board of Supervisors of the County of Santa Barbara this project was authorized to be advertised on 08/22/2023.

Scott D. McGolpin Director of Public Works

### **COPY OF BID ITEM LIST**

Item No.	F	Item Code	DESCRIPTION
1		999990	MOBILIZATION
2		130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN
3		141001	HEALTH AND SAFETY PLAN
4		170103	CLEARING AND GRUBBING (LS)
5		066201	EROSION CONTROL
6		000023	SAMPLING AND ANALYSIS PLAN - UNDERGROUND STORAGE TANK
			OIL WATER SEPARATOR (OWS)
7		000001	CLEAN INTERCEPTOR, OWS AND REMOVE ELEMENTS AS PER PLANS
8	F	192001	STRUCTURE EXCAVATION
9		000002	DISPOSAL OF IMPACTED MATERIALS
10		000003	DISPOSAL OF NON-IMPACTED MATERIALS
11		000004	HAUL, HANDLE, AND INSTALLATION OF OVERFLOW WEIR, OWS AND SKIMMERS, AND SINGLE WALL PVC PIPING
12	F	510050	STRUCTURAL CONCRETE (REINFORCED) - FOOTING/SLAB
13	F	510058	STRUCTURAL CONCRETE, WALL (REINFORCED)
14	F	193001	STRUCTURE BACKFILL - AS APPLICABLE, INCLUDING OWS AREA, PIPE TRENCH, ETC.
15	F	193118	CONCRETE BACKFILL - AS APPLICABLE, INCLUDING DRY STREAM CROSSING, ETC.
16	F	720110	SMALL-ROCK SLOPE PROTECTION
17		800360	CHAIN LINK FENCE (TYPE CL-6)
			CONVEYANCE PIPELINE
18		000005	REMOVAL AND DISPOSAL OF EXISTING OIL CONVEYANCE PIPELINE
19		190140	TRENCH EXCAVATION
20		000002	DISPOSAL OF IMPACTED MATERIALS
21		000003	DISPOSAL OF NON-IMPACTED MATERIALS
22		190161	ROCK EXCAVATION

23	T	192502	SAND BEDDING
		132302	PROCURE, HAUL, HANDLE, AND INSTALL NEW BELOWGROUND PIPELINE (CONTITECH
24		000006	AND PVC)
25	F	193006	STRUCTURE BACKFILL (SLURRY CEMENT)
26		193001	STRUCTURE BACKFILL - AS APPLICABLE, INCLUDING OWS AREA, PIPE TRENCH, ETC.
27		000007	FURNISH AND INSTALL LEAK INSPECTION POINT
28		800000	FURNISH AND INSTALL TRANSITION VAULT
29		000009	PROCURE, HANDLE, AND INSTALL NEW ABOVEGROUND PIPELINE (DUAL-CONTAINED STEEL)
30		000021	FABRICATE, FURNISH, AND INSTALL PIPE SUPPORTS
			ABOVEGROUND STORAGE TANK (AST)
31		000010	UST REMOVAL (PLAN, EXCAVATION/REMOVAL COMPLETION REPORT)
32		000002	DISPOSAL OF IMPACTED MATERIALS
33		000003	DISPOSAL OF NON-IMPACTED MATERIALS
34	F	192001	STRUCTURE EXCAVATION
35	F	510050	STRUCTURAL CONCRETE (REINFORCED) - FOOTING/SLAB
36	F	510058	STRUCTURAL CONCRETE, WALL (REINFORCED)
37	F	193118	CONCRETE BACKFILL - AS APPLICABLE, UST FILL, ETC.
38		000011	HAUL, HANDLE, AND INSTALL AST, PIPING CONNECTION AND LEAK INSPECTION POINT
39		800320	CHAIN LINK FENCE (TYPE CL-4)
40		800360	CHAIN LINK FENCE (TYPE CL-6)
41		800400	CHAIN LINK FENCE (TYPE CL-8)
42		000012	INSTALL CONTROL PANEL AND STORAGE BOX
43		000013	STARTUP AND TESTING
44		000014	PROCURE, HANDLE AND INSTALL TANK HEATER AND ASSOCIATED CONTROL PANEL

#### **COUNTY PROVISIONS**

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

#### MODIFICATIONS TO STANDARD SPECIFICATIONS

#### **DIVISION I GENERAL PROVISIONS**

#### 1 GENERAL

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

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

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

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

**Engineer**: Any duly authorized representative of the Director of Public Works of the County of Santa Barbara.

holiday: Holidays are shown in the following table:

Holidavs

	5
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
Juneteenth	June 19 <sup>th</sup>
Independence Day	July 4 <sup>th</sup>
Labor Day	1st Monday in September
Veterans Day	November 11 <sup>th</sup>
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25 <sup>th</sup>
County Furlough Days	December 25th through January 1 <sup>st</sup>

If January 1st, July 4th, November 11th, or December 25th falls on a Sunday, the Monday following is a holiday. If January 1st, July 4th, November 11th, or December 25th falls on a Saturday, the preceding Friday is a holiday. No work allowed on County Furlough Days.

State: The State of California and its political subdivisions, including the County of Santa Barbara.

Supplemental Work: Change Order Work.

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

#### 2.1. Saturday, Sunday, and a holiday

#### Replace table in section 1-1.11:

Websites, Addresses, and Telephone Numbers

Reference or agency or department unit	Website Website	Address	Telephone number
Department of Industrial Relations Prevailing Wage Rates	https://www.dir.ca.gov/Public- Works/Prevailing-Wage.html		
Caltrans, Division of Design	https://dot.ca.gov/programs/des ign		
PlanetBids	https://pbsystem.planetbids.co m/portal/43874/bo/bo- detail/108974	PlanetBids COUNTY OF SANTA BARBARA PUBLIC WORKS DEPARTMENT TRANSPORTATION DIVISION	(805) 568-3094
County Municipal Code	https://www.municode.com/libra ry/CA/Santa Barbara County		
County Construction Manager		CONSTRUCTION MANAGER Walter Rubalcava 130 E VICTORIA ST SANTA BARBARA, CA 93101	(805) 568-3440
County Project Manager		PROJECT MANAGER Cathleen Garnand 123 E. Anapamu Street Santa Barbara, CA 93101	(805) 568-3440

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

#### Replace section 1-1.12 with:

#### 1-1.12 MISCELLANY

Make checks and bonds payable to the County of Santa Barbara.

#### 2 BIDDING

#### Replace 2-1.04 with:

#### 2-1.04 PREBID OUTREACH MEETING

Section 2-1.04 applies if a mandatory prebid meeting is shown on the Notice to Bidders.

Each bidder must attend the meeting. The bidder's representative must be a company officer, project superintendent, or project estimator. For a joint venture, one of the parties must attend the mandatory prebid meeting.

A sign-in sheet will be used to identify the attendees. Each bidder must include the name and title of the company representative attending the meeting. The sign-in sheet must be signed before the meeting start time.

The Department does not accept a bid from a bidder who did not sign the sign-in sheet before the meeting started.

The Department may hold a single prebid meeting for more than one contract. Sign the sign-in sheet for the contract you intend to bid on. If you are bidding on multiple contracts, sign each sign-in sheet for each contract you intend to bid on. The sign-in sheets, with the names of all companies in attendance at each prebid meeting, will be made available at the website shown on the *Notice to Bidders* for bidder inquiries.

#### Replace section 2-1.06A with:

#### 2-1.06A General

The Bid Book includes bid forms and certifications.

The Notice to Bidders and Special Provisions, Bid Book, Revised Standard Specifications (dated 10/15/2021), and project plans are available at County's PlanetBids website.

Caltrans Standard Specifications, Standard Plans and Revised Standard plans are available at State of California, Department of Transportation (Caltrans) Division of Design website.

#### Replace section 2-1.06B with:

#### 2-1.06B Supplemental Project Information

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

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

The Department makes the following supplemental project information available:

**Supplemental Project Information** 

Means	Description
Included in the Information Handout	Environmental Permits, Licenses, Agreements, and Certificates (PLACs):  1. California Fish and Wildlife Streambed Alteration Agreement – DRAFT CONDITIONS 2. Regional Water Quality Control Board Clean Water Act Section 401 Water Quality
	Certification No. 34223WQ30 3. U.S. Army Corps of Engineers NATIONWIDE PERMIT 3Maintenance

The Contractor shall comply with the applicable mitigation measures outlined in the Projects' regulatory permits including the Clean Water Act (CWA) Section 404 permit, Regional Water Quality Control Board, CWA Section 401 Water Quality Certification, the California Department of Fish and Wildlife 1600 Streambed Alteration Agreement.

#### Add to section 2-1.09:

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

If the project has additive bid items or additive groups, the lowest responsible bidder will be determined in accordance with Public Contract Code Division II, Part 3, Chapter 1, Section 20103.8, Subdivision (c) and as follows:

- 1. The project funding amount will be disclosed before the first bid is opened.
- 2. The lowest responsible bidder will be determined on the basis of the Total Base Bid plus Total Additive Items or Total Base Bid plus Total Additive Groups, if any.
- 3. In the event that all bids including Total Base Bid plus Total Additive Items or Total Base Bid plus Total Additive Groups exceeds the project funding amount, the lowest bid will be determined on the

basis of the Total Base Bid plus those additive items or Total Base Bid plus those additive groups that, when taken in numerical order from the additive list, and added to the Total Base Bid are less than or equal to the funds available.

#### Add to section 2-1.10:

If bidder(s) make a clerical error in listing subcontractors, bidder(s) should submit a written notice to the Director within two business days after the time of the bid opening. Bidder(s) should send copies of the notice to the subcontractors involved.

#### Replace section 2-1.33A with:

#### 2-1.33A General

Complete the forms in the Bid Book. Include required forms for each proposed subcontractor.

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

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

Submit *Bid Book* DBE Commitment, Confirmation, and Good Faith Efforts (DBE forms) to the County Project Manager and in accordance to section 2-1.33B.

For a contract with a DBE goal, as shown on the Notice to Bidders, DBE forms are required.

For a contract without a DBE goal, as shown on the Notice to Bidders, DBE forms are optional.

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

#### Add to section 2-1.33B(1) of the RSS:

Remove bid forms that are due after the time of bid if you choose not to submit the information on those forms at the time of bid.

#### Replace section 2-1.34 with:

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

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

- 1 Cash
- 2. Cashier's check made payable to the County
- 3. Certified check made payable to the County
- 4. Signed bidder's bond by an admitted surety insurer made payable to the County

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

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

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

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

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

#### **3 CONTRACT AWARD AND EXECUTION**

#### Replace section 3-1.02B with:

The Department breaks a tied bid with a coin toss.

#### Replace section 3-1.04 with:

#### 3-1.04 CONTRACT AWARD

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

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

If the County awards the contract, the award is made to the lowest responsible bidder within 65 days. If the lowest responsible bidder refuses or fails to execute the contract, the Director may award the contract to the second lowest responsible bidder. Such award, if made, will be made within 80 days after the opening of bids. If the second lowest responsible bidder refuses or fails to execute the contract, the Director may award the contract to the third lowest responsible bidder. Such award, if made, will be made within 95 days after the opening of bids. The periods of time specified above within which the award of contract may be made shall be subject to a time extension as may be agreed upon in writing between the Department and the bidder concerned.

#### Replace section 3-1.05 with:

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

The successful bidder must furnish 2 bonds:

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

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

The County furnishes the successful bidder with bond forms.

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

Delete section 3-1.08.

Delete section 3-1.11.

#### Replace section 3-1.18 with:

#### 3-1.18 CONTRACT EXECUTION

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

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

The County must receive these documents by 4:00 pm on the 4<sup>th</sup> business day after the bidder receives the unexecuted Contract and Certificate of Insurance Transmittal form.

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

#### Add to section 3-1.19 with:

#### 3-1.19 BIDDERS SECURITIES

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

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

#### **5 CONTROL OF WORK**

#### Replace last paragraph of section 5-1.01 with:

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

#### 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 Notice to Bidders and Special provisions (Technical Provisions supersede County Provisions)
  - 1.2 Project plans
  - 1.3 Revised standard specifications
  - 1.4 Standard specifications
  - 1.5 Revised standard plans
  - 1.6 Standard plans
  - 1.7 Supplemental project information
- 2. Written numbers and notes on a drawing govern over graphics
- 3. A detail drawing governs over a general drawing
- 4. A detail specification governs over a general specification
- 5. A specification in a section governs over a specification referenced by that section

#### Add to section 5-1.09:

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

#### Add to section 5-1.17:

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

#### Replace the 3rd paragraph of section 5-1.23A with:

Submit action and informational submittals to the Engineer through the County's construction management portal at C-MIS.com

#### Add to list under the 4th paragraph of section 5-1.23A:

4. Federal Project Number, if any

#### Replace the 4th paragraph of Section 5-1.23B with:

Allow 3 working days for review.

Replace "3" in the 2nd paragraph of section 5-1.27B with "4"

#### Replace section 5-1.27C with:

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

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

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

Submit change order bills to Engineer.

#### Replace section 5-1.37B(1) with:

Size and weight limitations in Veh Code Div 15 may not be exceeded for any bridges open to traffic without prior approval of the Engineer. In addition, County maintains structures that are load rated. You must verify that you do not exceed the load carrying capacity of the structures you intend to cross, or you have obtained a valid County Transportation Permit. You may be required to strengthen, or to provide testing and/or calculations satisfying integrity and safety of the structure under the proposed loading. The County's Bridge Permit Load Restriction List is available at

https://www.countyofsb.org/uploadedFiles/pwd/Content/Roads/2020 Bridge Permit Restriction.pdf.

Nothing in this section relieves you from the requirements of section 5-1.36.

#### Replace section 5-1.43 with:

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

#### **6 CONTROL OF MATERIALS**

#### Replace the 3rd paragraph of section 6-1.02 with:

The Engineer orders the return and disposal of surplus Department-furnished material.

#### Add to section 6-1.02:

County-furnished materials are available at the County of Santa Barbara, Construction Offices located at 4415 Cathedral Oaks Rd, Santa Barbara, CA 93110.

The County furnishes you with:

#### **County Furnished Materials**

Item	Quantity	Date Available
5,000 Gallon Above Ground Storage Tank	1	December 1, 2023
Oil Water Separator Concrete Box and Lids	1	October 23, 2023
Bypass Weir with Lid	1	October 23, 2023
Floating Oil Skimmer and Flexible PVC Hose	3	October 23, 2023
2-inch Contitech Chemical Hose (no fittings)	800 feet	October 9, 2023

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

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

#### Replace the 5th paragraph of section 6-2.01A with:

The Department's independent assurance program is described in the County's Quality Assurance Program dated August 2019. For the program go to:

https://cosantabarbara.box.com/s/9amrlhz5z21pim1sb7wlvmvvu6mvt8lv

#### Delete section 6-2.01E.

#### 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

#### Replace section 7-1.02l(1) with:

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

Sec. 2-94. - Exceptions.

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

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

The County of Santa Barbara reserves the right to terminate forthwith each and every written contract and agreement (except purchase orders) respecting real property, goods and/or services entered into by the

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

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

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

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

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

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

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

#### Sec. 2-95.5. - Exceptions.

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

County Affirmative Action Officer. Loss of such approval shall be immediately reported by such party to the County Affirmative Action Officer.

#### Sec. 2-96. - Purchase orders.

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

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

#### Sec. 2-97. - Affirmative Action Officer.

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

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

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

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

#### Add to section 7-1.02K(1):

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

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

Each Compliance Group Representative will always be accompanied with a County employee for a joint contractor worker interview. The Compliance Group Representative will be issued an identification card

by the County at the job site. Compliance Group Representatives must restrict their actions to interviewing workers employed on the project. A copy of the Joint Labor Compliance Monitoring Program and Board Letter adoption from July 10, 2012 is available on request.

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

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

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

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

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

Submit certified payroll by mail to the Department.

Each submission must:

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

#### Add to section 7-1.02K(5):

Working hours will normally be between the hours of 7:00 a.m. and 3:30 p.m., excluding Saturdays, Sundays, and holidays. If the Contractor desires to work during periods other than above, the Contractor must make a request to the Engineer three (3) working days in advance. If County inspection forces are reasonably available, the Engineer may authorize the Contractor to perform work during periods other than normal working hours/days; however, if County inspectors are required to perform in excess of their normal working hours/days solely for the benefit of the Contractor, the actual cost of inspection at overtime rates will be charged to the Contractor. These adjustments to the Contract price may be made periodically as authorized. If certain operations require extended or non-standard working hours, those operations and hours will be specified in the 'Technical Provisions' of the Contract.

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

Your Injury and Illness Prevention Program must include:

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

#### Replace section 7-1.02M(2) of the RSS with:

Obtain the location(s) and phone number(s) of the nearest fire station(s) to the job site(s) from the Santa Barbara County Fire Department. Post the names and phone numbers at a prominent place at the job site.

Inform the nearest fire station of planned schedule of work, including, but not limited to:

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

Submit a copy of your fire prevention plan required by Cal/OSHA as an informational submittal before the start of job site activities.

Cooperate with fire prevention authorities in performance of the work.

Immediately report fires occurring within and near the project limits by dialing 911 and to the nearest fire suppression agency by using the emergency phone numbers retained at the job site.

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

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

Obtain the emergency phone numbers of the California Department of Forestry and Fire Protection unit headquarters, United States Forest Service ranger district office, and U.S. Department of Interior Bureau of Land Management field offices. Submit these phone numbers to the Engineer before the start of job site activities. Post the agencies names and emergency phone numbers at a prominent place at the job site.

Hydrocarbon-fueled engines, both stationary and mobile, must be equipped with spark arresters pursuant to Pub Res Code § 4442 except for either of the following:

- 1. Motor trucks, truck tractors, buses, or passenger vehicles
- 2. Equipment powered by properly maintained exhaust-driven turbo-charged engines or equipped with scrubbers with properly maintained water levels

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

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

Before clearing and grubbing, clear a fire break at the outer limits of the areas to be cleared and grubbed. Where clearing and grubbing limits allow, use a minimum fire break width of 20 feet. Each area to be cleared and grubbed must be cleared and kept clear of flammable material such as dry grass, weeds, brush, downed trees, oily rags and waste, paper, cartons, and plastic waste.

Cal Fire, USFS, and BLM have established the following adjective class ratings for 5 levels of fire danger for use in public information releases and fire protection signing: "low," "moderate," "high," "very high," "extreme." Obtain the fire danger rating daily for the project area from the nearest Cal Fire unit headquarters, USFS ranger district office, or BLM field office. Monitor the National Weather Service daily forecasts for "fire weather watches" and "red flag warnings" covering the project's locations.

If the fire danger rating is "very high" or a "fire weather watch" is issued, then:

- 1. Falling of dead trees or snags must be discontinued.
- 2. No open burning is permitted and fires must be extinguished.
- Welding must be discontinued except in an enclosed building or within an area cleared of flammable material for a radius of 25 feet.
- 4. Blasting must be discontinued.
- 5. Smoking is allowed only in automobiles and cabs of trucks equipped with an ashtray or in cleared areas immediately surrounded by a fire break unless prohibited by other authority.
- 6. Vehicular travel is restricted to cleared areas except in case of emergency.

If the fire danger rating is "extreme" or a "red flag warning" is issued, take the precautions specified for a "very high" fire danger rating or a "fire weather watch" issuance, except:

- 1. Smoking is only allowed in automobiles and cabs of trucks equipped with an ashtray.
- 2. Work of a nature that could start a fire requires that properly equipped fire guards be assigned to such operation for the duration of the work.

The Engineer may suspend work wholly or in part due to hazardous fire conditions. The days during this suspension are non–working days. If field and weather conditions become such that the work is suspended, section 7-1.02M(2) will not be enforced for the period of the suspension.

#### Replace section 7-1.02M(4) Reserved with:

#### 7-1.02M(4) American Medical Response, Santa Barbara County

For all temporary road closure activities, contact the nearest emergency medical response company for the area, American Medical Response, and provide the project location(s) and road closure schedule. Please see contact information below:

#### American Medical Response, Santa Barbara County Contact Information

	Name	Phone	Email
AMR Main Office	Santa Barbara County	(805) 688-6550	amr.santa.barbara@amr.net

#### Replace section 7-1.02M(5) Reserved with:

#### 7-1.02M(5) Sheriff, Santa Barbara County

For all temporary road closure activities, contact the County of Santa Barbara Sheriff's office at dispatchstaff@sbsheriff.org to provide the project location(s) and road closure schedule.

#### Replace section 7-1.02P with:

#### 7-1.02P County Ordinance

#### 7-1.02P(1) General

Comply with The Code of the County of Santa Barbara California (the Code) a codification of the County ordinances.

County Ordinances are available at the County Municipal Code website

(https://library.municode.com/ca/santa\_barbara\_county/codes/code\_of\_ordinances?nodeId=ADCO) and at County offices located at 123 East Anapamu Street, Santa Barbara, CA 93101 or 620 W. Foster Road Santa Maria, CA 93455.

#### 7-1.02P(2) Grading

Comply with sections 13, 17, and 19.

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

#### 7-1.02P(3) Preservation of Monuments

Comply with County Ordinance 1491, Sec. 28-49 of the Code.

#### Add the following to between the 4th and 5th paragraphs pf section 7-1.03:

The Contractor shall provide a minimum right-of-way width of 10 feet on all roadways and driveways to allow for ingress/egress access by the Owner, Owner's Representatives, emergency vehicles, and other authorized parties.

#### Replace section 7-1.05 with:

#### 7-1.05 INDEMNIFICATION

#### 7-1.05A General

You must indemnify, defend (with counsel reasonably approved by County) and hold harmless County and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever,

including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by County on account of any claim except where such indemnification is caused by the active negligence, sole negligence, or willful misconduct of the County.

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

You must notify 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.

#### 7-1.05C Responsibility to Other Entities

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

#### 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

The Contractor shall acquire and provide proof of general liability, automobile liability, worker's compensation and employer's liability, Contractors' pollution legal liability and/or asbestos legal liability, and professional liability insurance. Coverage shall be at least as broad as:

- 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 combined single limits no less than \$5,000,000 per occurrence and \$10,000,000 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 combined.
- 3. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit per accident of no less than \$1,000,000 for bodily injury, \$1,000,000 disease per employee, and \$1,000,000 disease per policy.
- 4. **Contractors' Pollution Legal Liability and:** with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- 5. **Professional Liability:** with limits no less than \$1,000,000 per occurrence or claim.

If you maintain higher limits than the minimums shown above, the 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 and Additional Insureds listed below.

#### 7-1.06C Other Insurance Provisions

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

- 1. Additional Insured COUNTY, including its officers, officials, employees, agents and volunteers, and all other property owners who have granted easements within the boundaries of the Project, are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- 2. Primary Coverage For any claims related to this Agreement, the CONTRACTOR'S insurance

- coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
- 3. **Notice of Cancellation** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
- 4. Waiver of Subrogation Rights –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 <u>effect</u> 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.
- Special Risks or Circumstances County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

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

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

#### 7-1.06D Enforcement

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

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

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

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

#### 7-1.06E Self-Insurance

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

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

#### 8 PROSECUTION AND PROGRESS

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

Start job site activities within 6 calendar days after the project has been awarded by the Board of Supervisors of the County of Santa Barbara, or the Board of Supervisors' authorized representative, but not before the Water Pollution Control Plan (WPCP) or Storm Water Pollution Prevention Plan (SWPPP) is authorized

Replace the table in section 8-1.10A with:

\$1,500 per day

#### 9 PAYMENT

#### Add to section 9-1.16A:

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

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

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

Submit the following certification with each application for progress payment:

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

BY:		Date:	
		_	
	(TYPE OR PRINT NAME AND TITLE OF		
	PERSON SIGNING APPLICATION)		

#### Replace section 9-1.16F with:

#### 9-1.16F Prompt Payment of Funds Withheld to Subcontractors

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

#### Replace Reserved in section 9-1.16G with:

#### 9-1.16G Prompt Progress Payment to Subcontractor

In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors

#### Add to section 9-1.17C:

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

#### Replace section 9-1.17D(3) with:

#### 9-1.17D(3) Determination of Claims

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

The Contractor shall furnish reasonable documentation to support the claim.

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

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

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

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

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

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

If a subcontractor lacks legal standing to assert a claim due to lack of privity, the Contractor may present a claim on behalf of the subcontractor, and the subcontractor may request in writing that the Contractor present the claim on its behalf, provided that the subcontractor furnishes reasonable document supporting the claim to the Department. Within 45 days of the subcontractor's request, the Contractor

shall notify the subcontractor in writing of whether the claim was submitted and state the reasons why it was not submitted if the claim was not submitted.

Delete section 9-1.22.

### **TECHNICAL PROVISIONS**

#### STANDARD PLAN LIST

The standard plan sheets applicable to this Contract include those listed below. The applicable revised standard plans (RSPs) listed below can be found at <a href="https://dot.ca.gov/programs/design">https://dot.ca.gov/programs/design</a>.

#### ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND

A3A	Abbreviations (Sheet 1 of 3)
A3B	Abbreviations (Sheet 2 of 3)
A3C	Abbreviations (Sheet 3 of 3)

A10A Legend - Lines and Symbols (Sheet 1 of 5)
A10B Legend - Lines and Symbols (Sheet 2 of 5)
A10C Legend - Lines and Symbols (Sheet 3 of 5)
A10D Legend - Lines and Symbols (Sheet 4 of 5)
A10E Legend - Lines and Symbols (Sheet 5 of 5)

A10F Legend - Soil (Sheet 1 of 2) A10G Legend - Soil (Sheet 2 of 2)

A10H Legend – Rock

#### **FENCES**

A85 Chain Link Fence
A85A Chain Link Fence Details
A85B Chain Link Fence Details

#### LANDSCAPE AND EROSION CONTROL

H1 Landscape and Erosion Control Symbols

H51 Erosion Control Details
H52 Rolled Erosion Control Product

#### TEMPORARY WATER POLLUTION CONTROL

151	Temporary Water Pollution Control Details (Temporary Silt Fence)
T52	Temporary Water Pollution Control Details (Temporary Straw Bale Barrier)
T53	Temporary Water Pollution Control Details (Temporary Cover)
T54	Temporary Water Pollution Control Details (Temporary Erosion Control Blanket)
T55	Temporary Water Pollution Control Details (Temporary Erosion Control Blanket)
T56	Temporary Water Pollution Control Details (Temporary Fiber Roll)
T58	Temporary Water Pollution Control Details(Temporary Construction Entrance)
T59	Temporary Water Pollution Control Details (Temporary Concrete Washout Facility)
T60	Temporary Water Pollution Control Details (Temporary Reinforced Silt Fence)
T62	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)

#### **Chapter C ORGANIZATION**

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

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

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

# Chapter D DIVISION I GENERAL PROVISIONS

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4 SCOPE OF WORK

#### Revise the first sentence of Section 4-1.04 to read:

You may use clean fill or other materials found in excavation that comply with the specifications, upon obtaining written approval from the Engineer.

#### ^^^^^

#### **5 CONTROL OF WORK**

#### Revise the first sentence of Section 5-1.09B(2) to read:

The Engineer sends you a written invitation to enter into a partnering relationship after Contract approval. Respond within 5 days to accept the invitation and request the initial partnering workshop.

#### Revise the first sentence of Section 5-1.20B(4) to read:

Before procuring material from or disposing of material on non-County property:

#### Revise Item 2 under fourth paragraph of Section 5-1.23A to read:

**Project Name** 

#### Revise the fourth paragraph under Section 5-1.23B(1) to read:

Except for shop drawings and test samples, allow 5 days for review.

#### Add the following to the beginning of the third under Section 5-1.23B(2) to read:

If acceptable to the County, drawings and calculations may be submitted electronically but the files must be in portable document format, unless otherwise requested, and of sufficiently high quality to allow for inspection and review.

#### Revise the seventh paragraph under Section 5-1.23B(2) to read:

Allow 10 days for the review.

Revise the second sentence in the eighth paragraph under Section 5-1.23B(2) to read: Allow the review time specified plus 5 days for each additional set.

#### Revise Section 5-1.26 to read:

The Contractor is responsible for placing all construction stakes and marks in accordance with Chapter 12, "Construction Surveys," of the Department's Surveys Manual.

Submit your request to survey:

- 1. Once staking area is ready for stakes
- 2. On a Request for Construction Staking form

After your submittal, the County will approve or reject within 2 business days.

Preserve stakes and marks placed. If the stakes or marks are destroyed, the Contractor replaces them at the earliest possible date.

#### Revise Section 5-1.36A to read:

#### Preserve and protect:

- 1. Property improvements and facilities
- 2 Adjacent property
- 3. Waterways
- 4. ESAs
- 5. Lands administered by other agencies
- 6. Railroads and railroad equipment
- 7. Non-work area facilities, including utilities
- 8. Survey monuments
- 9. County's instrumentation
- 10 Temporary work
- 11. Vegetation not to be removed

Comply with California Govt Code §4216 et seq. Notify the Engineer at least 3 business days before you contact the regional notification center. Failure to contact the notification center prohibits excavation.

The Contractor shall be responsible for protecting site utilities during construction. Utilities may exist that are not shown in the contract documents. It is the Contractor's responsibility to identify the locations of existing utilities prior to performing subsurface work. The Contractor shall pay special attention to area where excavation activities cross utilities and shall be fully responsible for crossing them without damage. Hand Digging shall be performed at locations where utilities are known or suspected to be present to expose the utility. When an excavation approaches the location of a known or suspected utility, the location shall be determined by the Contractor via hand digging.

Immediately report damage to the Engineer. If you cause damage, you are responsible.

The Contractor may make a temporary repair to restore service to a damaged facility. Install suitable safeguards to preserve and protect facilities from damage.

Install temporary facilities, such as sheet piling, cribbing, bulkheads, shores, or other supports, necessary to support existing facilities or to support material carrying the facilities.

#### Revise Item 2 under Section 5-1.36F to read:

Repair and replace damaged facilities within 24 hours.

#### ^^^^^^

#### 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

#### Add to section 7-1.02M(2) of the County Provisions

Furnish the following fire tools:

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

Furnish a pickup truck and driver for the sole purpose of fire control during working hours. The truck must be equipped with:

- 1. Ten shovels, 5 axes, two 5-gallon water-filled backpack fire pumps
- 100-gallon tank of water with a gasoline motor powered pump and 100 feet of 3/4-inch hose on a reel

In addition to being available at the site of the work, the truck and operator must patrol the area of construction from noon until at least 1/2 hour after job site activities have ended. If the fire danger rating is "very high" or "extreme" or "fire weather watches" or "red flag warning" is issued, the truck and operator must patrol the area of construction while work is being done and for at least 1/2 hour after job site activities have ended.

#### 

# Chapter E DIVISION II GENERAL CONSTRUCTION 10 GENERAL

#### Replace the last sentence of section 10-1.02E with:

Place the material to the top of the existing pavement and match the existing slope of undisturbed areas. The Contractor shall restore all asphalt roadways, concrete driveways, gravel driveways, and associated shoulders to the pre-construction conditions following completion of work. Any roadways, driveways, and/or shoulders outside of the boundaries of the Project site that are damaged by the Contractor shall be restored to their pre-existing conditions by and at the sole cost of the Contractor, and at no additional cost to the Owner and/or Owner's Representative.

#### ^^^^^

#### 13 WATER POLLUTION CONTROL

#### Add the following to section 13-1.04:

The payment quantities for items covered under this specification are as indicated on the Bid Form.

#### Replace the 6th paragraph from section 13-4.03E(7) with:

Use a vacuum to remove slurry immediately after it is produced. Do not allow the slurry to run onto the ground or out of the area it is intended to be applied.

#### Replace the 2<sup>nd</sup> paragraph of section 13-5.04 with:

Any cost for maintaining soil stabilization measures, if required, will be prescribed in the contract Bid Form

#### Replace the 4th paragraph of section 13-6.04 with:

Any cost for maintaining temporary sediment control measures will be as prescribed in the contract Bid Form.

#### Replace the 1st paragraph of section 13-7.03D with:

Any cost for installing and maintaining the temporary construction will be as prescribed in the contract Bid Form.

#### Replace the 3<sup>rd</sup> & 4<sup>th</sup> paragraphs of section 13-8.01C(2) with:

Allow 10 days for review. If revisions are required, the Engineer notifies you of the date the review stopped and provides comments. Submit a revised ATS plan within 10 days of receiving the comments. The County's review resumes when a complete plan has been resubmitted.

Submit an electronic copy on a read-only CD, DVD, or other Engineer-authorized data storage device and 4 printed copies of the authorized ATS plan. Allow 5 days for the Engineer to submit the plan to the SWRCB and the RWQCB. If the Engineer requests revisions based on comments from the SWRCB or RWQCB, submit a revised plan within 5 business days.

### ^^^^^

#### 14 ENVIRONMENTAL STEWARDSHIP

#### Replace section 14-1.04 with:

#### 14-1.04 PAYMENT

The payment quantities for items covered under this specification are as indicated on the Bid Form.

#### Replace section 14-11.11 with:

#### 14-11.11 PROJECT-GENERATED CONTAMINATED MATERIALS

Any contaminated materials, soils, liquids or sludges generated as part of this project will be handled and properly disposed in accordance with all applicable County, State and Federal regulations and will be paid as prescribed in the contract Bid Form.

#### **15 EXISTING FACILITIES**

^^^^^^

#### Add to the beginning of section 15-1.03A:

The Contractor shall be responsible for protecting site utilities during construction. Utilities may exist that are not shown in the contract documents. It is the Contractor's responsibility to identify the locations of existing utilities prior to performing subsurface work. The Contractor shall pay special attention to area where excavation activities cross utilities and shall be fully responsible for crossing them without damage. Hand Digging shall be performed at locations where utilities are known or suspected to be present to expose the utility. When an excavation approaches the location of a known or suspected utility, the location shall be determined by the Contractor via hand digging.

The Contractor shall restore all asphalt roadways, concrete driveways, gravel driveways, and associated

shoulders to the pre-construction conditions following completion of work. Any roadways, driveways, and/or shoulders outside of the boundaries of the Project site that are damaged by the Contractor shall be restored to their pre-existing conditions by and at the sole cost of the Contractor, and at no additional cost to the Owner and/or Owner's Representative.

# DIVISION III EARTHWORK AND LANDSCAPE 17 GENERAL

^^^^^^

#### Replace section 17-1.04 with:

The payment quantities for items covered under this specification are as indicated on the Bid Form.

#### Replace the 3<sup>rd</sup> paragraph of section 17-2.03A with:

If the construction area includes an orchard, vineyard, or other cultivated area, protect all orchard, vineyard, or cultivated areas unless otherwise directed by the County or specified in the Design Plans.

Replace "roadway" with "work area" in section 17-2.03B.

^^^^^^

#### 19 EARTHWORK

#### Replace section 19-1.04 with:

The payment quantities for items covered under this specification are as specified on the Bid Form.

#### Replace the 2<sup>nd</sup>, and 3<sup>rd</sup> paragraphs of section 19-2.03B with:

Obtain written authorization from the Engineer before disposing of surplus material or using it for any purpose other than as specified in the Design Plans.

If surplus material cannot be used within the project limits, dispose of it properly in accordance with all applicable County, State and Federal regulations. Disposal will be paid as prescribed in the contract Bid Form.

#### Replace the 1<sup>st</sup> paragraph of section 19-2.03C with:

If the quantity of acceptable material from excavation is not enough to construct the Project, the quantity of material needed to complete the work must consist of pre-approved local or imported borrow.

#### Replace section 19-2.03D(1) with:

If practicable and unless processing of material is required, haul selected material directly from the excavation to its final position in the project and compact it in place.

If stockpiling of selected material beyond the anticipated bid quantities is ordered, excavate and stockpile the selected material until the stockpiled material is to be placed in its final position. If ordered to stockpile excess materials by the Engineer, this is change order work.

#### Replace the 6th paragraph of section 19-3.02E with:

You may use slurry cement backfill as structure backfill only as noted on the project drawings.

#### Rename section 19-3.02F "Pipe or Culvert Beddings".

#### Replace section 19-3.02F(1) with:

Pipe or culvert beddings must be sand bedding unless otherwise shown on the drawings.

#### Replace in section 19-3.02G:

Replace "culvert" with "pipe" in paragraph 1.

Replace "paving and embankment materials" with "other surfaces" in last paragraph.

#### Replace section 19-3.02H with:

Concrete backfill must comply with section 90-1 and requirements shown on the Design Plans.

#### Replace section 19-3.02I with:

Lean concrete backfill must comply the specifications for slurry cement backfill in section 19-3.02E, except the aggregate must be commercial-quality concrete sand, and requirements shown on the Design Plans.

#### Replace the 7th paragraphs from section 19-3.03B(5) with:

If you encounter solid rock or other unyielding material when excavating for a piping trench before reaching the full depth, notify the Engineer.

If required to remove material below the planned elevation of the pipe trench, backfill the resulting space below the pipe trench using structure backfill under section 19-3.03E.

#### Replace section 19-3.03E(1):

Place structure backfill in uniform layers. Bring backfill up uniformly on all sides of structures or drainage facilities. Backfill layer thickness must not exceed 0.67 foot before compacting. If you perform compaction by ponding and jetting, the thickness of the backfill layer must not exceed 4 feet.

Do not use compaction equipment or methods that may cause excessive displacement or damage structures.

Do not place structure backfill until footings or other parts of structures or drainage facilities are authorized. Do not place backfill against the back of abutments, retaining walls, or outside walls of concrete structures until the concrete has attained the compressive strength as specified in the Design Documents.

Compaction by ponding and jetting may be authorized under the following conditions:

- 1. Backfill material is self-draining when compacted
- 2. Foundation materials will not soften or be damaged by water
- 3. Structures will not be damaged by hydrostatic pressure

Ponding and jetting of the upper 4 feet below finished grade is not allowed. Perform work without damaging the structure or embankment and such that water is not collected and confined. Supplement ponding and jetting with vibratory or other compaction equipment.

Compact structure backfill to a relative compaction of at least 95 percent except you may compact structure backfill to a relative compaction of at least 90 percent at the following locations:

- 1. Footings for slope protection, slope paving, and aprons
- 2. Retaining walls, except for portions under any surfacing
- 3. Footings not beneath surfacing

At locations where ordered, place a compacted impervious backfill material for:

- 1. Outer 2-foot portion of structure backfill adjacent to inlets and outlets for pipes.
- Structure backfill placed within 2 feet of finished grade at retaining walls, and other portions of structures

Any material you place outside the excavation pay limits material must comply with the material and compaction requirements of the adjacent structure backfill.

If imported borrow is shown on the Bid Form, with written approval from the Engineer, you may use preapproved imported borrow as structure backfill if it complies with the specifications for structure backfill.

Place material from structure excavation not used as structure backfill in roadway embankments under section 19-6 or disposed of it under section 19-2.03B.

#### Replace section 19-3.03H with:

#### 19-3.03H Pipe Bedding

Shape trench beds to fit the bottom of the pipe and to provide uniform support along the entire pipe length. You may excavate the trench below the bottom of the pipe and construct shaped bedding by backfilling and compacting the backfill material.

Place sand bedding as shown on the project drawings

Place soil cement bedding as specified for slurry cement backfill in section 19-3.03F except do not backfill over soil cement bedding until 8 hours after placement.

#### Replace section 19-3.03l with:

Controlled low-strength material will not be used for structure backfill unless approved by the Engineer.

Place controlled low-strength material only for that portion of structure backfill below the original ground or grading plane that is placed before excavating for the pipe. Place plugs at each end of the pipe before placing the backfill to completely contain slurry in the pipe trench.

For rigid pipe, the minimum height of controlled low-strength material relative to the pipe invert must be 0.5 times the pipe diameter or height.

For flexible pipe, the minimum height of controlled low-strength material must be 0.7 times the pipe diameter or height.

#### Remove from section 19-3.04:

Replace all instances of the word "culvert" with "pipe".

#### Replace the 2<sup>nd</sup> paragraph of section 19-5.03A with:

The moisture content of material to be compacted to at least 95 percent must be such that the specified relative compaction is attained, and the material is in a firm and stable condition.

#### Replace section 19-5.03B with:

Compact earthwork to a relative compaction of at least 95 percent for the full depth of any structural fill placed beneath a foundation or footing.

Remove "embankment" from section 19-5.03C.

Remove "embankment" from section 19-7.01A.

Replace in section 19-7.01D

"Department" with "Contractor".

^^^^^

# DIVISION VI STRUCTURES 51 CONCRETE STRUCTURES

#### Replace section 51-1.01A with:

Section 51-1 includes general specifications for constructing concrete structures.

Earthwork for the following concrete structures must comply with section 19-3:

- 1. Debris wall footings
- 2. Piping
- 3. Concrete Slabs
- 4. Minor Structures

Falsework must comply with section 48-2. Joints must comply with section 51-2.

Elastomeric bearing pads must comply with section 51-3.02.

Reinforcement for the following concrete structures must comply with section 52:

- 1. Debris wall footings
- 2. Pipina
- 3. Concrete Slabs
- 4. Minor Structures

You may use RSC for a concrete structure only where the specifications allow the use of RSC.

Remove the word "roadway" from section 51-1.01D(3)(b)(i).

#### Replace section 51-1.01D(3)(b)(iv) with:

The Engineer measures crack intensity of surfaces after curing and before falsework release. Clean the surface for the Engineer to measure surface crack intensity.

In any 100 sq ft portion of a new surface, if there are more than 10 feet of cracks having a width at any point of over 0.02 inch, treat the deck with methacrylate resin under section 60-3.03B. Treat the entire surface width to 5 feet beyond where the furthest continuous crack emanating from the 100 sq ft section is 0.02 inch wide.

#### Replace section 51-1.02B with:

Except for minor structures, the cementitious material content per cubic yard of concrete in structures or portions of structures must comply with the content shown in the following table or the Design Drawings, whichever is more greater:

Use	Cementitious material content (lb/cu yd)
Foundation Slab	675–800
Footings and debris walls	675–800
Seal courses	675 min
Other portions of structures	590-800
Concrete for PC members	590–925

Except for minor structures, the minimum required 28-day compressive strength for concrete in structures or portions of structures is the compressive strength described on the Design Plans or 4,000 psi, whichever is greater.

Concrete for foundation slabs must contain:

- 1. Polymer fibers. Each cubic yard of concrete must contain at least 1 pound of microfibers and at least 3 pounds of macrofibers.
- Shrinkage reducing admixture. Each cubic yard of concrete must contain at least 3/4 gallon of a shrinkage reducing admixture. If you use the maximum dosage rate shown on the Authorized Material List for the shrinkage reducing admixture, your submitted shrinkage test data does not need to meet the shrinkage limitation specified in section 90-1.02A.

#### Replace section 51-1.02D with:

For foundation slabs and debris wall footings:

The specifications for a reduction in the operating range and contract compliance for cleanness value and sand equivalent specified in sections 90-1.02C(2) and 90-1.02C(3) for aggregate, do not apply.

#### Replace section 51-1.03B with:

Equipment weighing over 1,000 lb are not allowed on any paced concrete until the concrete attains a compressive strength of at least 2,800 psi. Equipment weighing over 4,000 lb are not allowed on any placed concrete until the concrete attains a compressive strength of at least 3,600 psi or attains an age of 28 days.

Shotcrete is not allowed as an alternative construction method for reinforced concrete members.

#### Replace section 51-1.03C(1) with:

Bottom of footing and slab elevations shown are approximate.

The Engineer may order changes in footing and slab dimensions or elevations.

Pump water from the interior of foundation enclosures without removing concrete materials. Do not pump water during concrete placement or for 24 hours after placing concrete, unless the pumping is done from a sump separated from the concrete work.

#### Replace the 11<sup>th</sup> paragraph of section 51-1.03C(2)(a) with:

You may place concrete against excavated earth below a depth of 12 inches except:

### Replace the last paragraph of section 51-1.03C(2)(a) with:

You may cast anchor devices into the concrete for supporting forms or lifting PC members. Do not use driven types of anchorages for fastening forms or supports to concrete.

### Replace section 51-1.03C(2)(b) with:

Remove all forms.

Clear the inside of the cells or voids of all loose material before completing the forming for the structure, or after the removal of the forms or portions of forms.

You may remove forms that do not support the dead load of concrete if 24 hours have elapsed after concrete placement and the concrete has sufficient strength to prevent damage to the surface.

You may remove forms for railings or barriers after the concrete has hardened. Protect exposed surfaces from damage.

### Replace the 7<sup>th</sup> and 8<sup>th</sup> paragraphs of section 51-1.03D(1) with:

Do not allow fresh concrete to fall more than 8 feet without using pipes, tubes, or double belting to prevent segregation. Do not use double belting unless the member thickness is less than 16 inches.

Slope paving and aprons, and concrete placed under water, consolidate concrete using high-frequency internal vibrators within 15 minutes of placing concrete in the forms. Do not attach vibrators to or hold them against forms or reinforcing steel. Do not displace reinforcement, ducts, or prestressing steel during vibrating.

### Replace section 51-1.03E(1) with:

Any painting of concrete must comply with section 78-4.03C(3).

Repair rejected holes, that will not be encased in concrete, with bonding material complying with section 51-1.02C.

### Replace section 51-1.04 with:

The payment quantities for concrete are as specified on the Bid Form.

### Remove from section 51-2.02A(1)(c):

Include details for preventing material, equipment, or debris from falling onto traffic or railroad property.

### Replace the 4th paragraph in section 51-2.02A(3) with:

Clean expansion joints before installing joint seals. Remove all existing dirt, debris, and joint filler. Use methods that do not damage existing sound concrete.

### ^^^^^

### **52 REINFORCEMENT**

### Replace section 52-1.02B with:

Reinforcing bars must be deformed bars complying with ASTM A706/A706M, Grade 60, except you may use:

- 1. Deformed bars complying with ASTM A615/A615M, Grade 60, in:
  - 1.1. Junction structures

- 1.2. Sign And signal foundations
- 1.3. Minor structures
- 1.4. Mechanically-stabilized-embankment concrete panels
- 2. Deformed or plain bars complying with ASTM A615/A615M, Grade 40 or 60, in:
- 3. Slope and channel paving
- 4. Concrete barrier Type 60
- 5. Plain bars for spiral or hoop reinforcement in structures

You may not substitute welded wire reinforcement for reinforcing bars.

### Replace section 52-1.04 with:

The payment for all reinforcing steel is included in the payment item for reinforced concrete, as noted on the Bid Form.

### Add the following to section 52-5.02:

Hot work shall not be conducted onsite.

^^^^^

## DIVISION VIII MISCELLANEOUS CONSTRUCTION 72 SLOPE PROTECTION

### Replace section 72-1.04 with:

The payment quantities for items covered under this specification are as specified on the Bid Form.

\*

### **80 FENCES**

### Replace the 6th paragraph in section 80-1.03 with:

After constructing a fence, uniformly spread the surplus excavated material as designated by the Engineer.

### Replace the last paragraph in section 80-1.04 with:

The payment quantities for fencing includes all gates, equipment and hardware.

^^^^^

### SUPPLEMENTAL SPECIFICATION 1 STORAGE TANKS

### PART 1 GENERAL

### SCOPE

This specification covers storage tank assemblies and related equipment. The assemblies consist of:

### Underground Water Tanks:

For the following applications:

Overflow Bypass Weir Box to prevent surges of flow exceeding 100 gallons per minute (gpm) during high flow events from entering the Oil/Water Separator.

Oil/Water Separator to separate crude oil from the seep flow and prevent crude oil from contaminating Toro Creek. Oil/Water Separator will be 1,500 gallon capacity.

### Aboveground Tanks:

For the following application:

Aboveground Storage Tank to temporarily store the crude oil collected by the Oil/Water Separator. Aboveground Storage Tank will be 5,000 gallon capacity.

Contractor shall furnish, haul, handle and install all materials, equipment, appurtenances, specialty items, and services required to provide described equipment. Materials specified in Table 1 that are purchased by Owner, shall be hauled, handled and installed by the Contractor.

Table 1

Item	Description	Quantity	Purchasing Entity
Overflow Bypass Weir Box	27" x 27" Concrete Overflow Weir Box	One	Owner
Overflow Bypass Weir Box Gate Valve	4" Valterra Slip Gate Valve, or equivalent	One	Contractor
Oil/Water Separator with Galvanized Manhole Lids	1,500 gallon Concrete Oil Water Separator	One, three chamber unit	Owner
Floating Oil Skimmers and Hosing	18" Oilskimmer, Inc. 3F Series 360, or equivalent	Three	Owner
Aboveground Storage Tank	5,000 Flameshield Aboveground Steel Tank with Mounting Saddles	One	Owner
Tank Heater and Associated Control Panel	LTFXM-3204-005E4X X 5000W 220V Heater	One	Contractor
Aboveground Storage Tank Interstitial Leak Gauge (Included with Aboveground Storage Tank)	Interstitial Leak Gauge	One	Owner

### **RELATED SECTIONS**

Section 19 - Earthwork.

Section 51 - Concrete Structures.

### REFERENCES

**Underground Water Tanks:** 

American Concrete Institute (ACI) standard ACI 318, Building Code Requirements for Structural Concrete.

IAPMO/ANSI Z1000 - Prefabricated Septic Tanks.

### Aboveground Tanks:

American Concrete Institute (ACI) standard ACI 318, Building Code Requirements for Structural Concrete.

NFPA 30: Flammable and Combustible Liquids Code.

NFPA 30A: Code for Motor Fuel Dispensing Facilities and Repair Garages.

Underwriters Laboratories (UL) Subject 142 Aboveground Storage Tanks

Tank manufacturer shall be recognized by Underwriters Laboratories as a manufacturer of tanks listed to the UL 142 standard.

### **SUBMITTALS**

Submit under provisions of Section 5 – Control of Work.

Product Data: Submit manufacturer's data sheets on each product to be used, including, but not limited to, the following:

Preparation instructions and recommendations.

Storage and handling requirements and recommendations.

Installation manual and operating guidelines.

Shop drawings: Manufacturer shall submit the following for review and approval:

Detailed shop drawings complete with all accessories supplied by the manufacturer.

Detailed shipping, handling and installation instructions.

Anchoring design package including calculations and installation instructions.

### **QUALITY ASSURANCE**

### Tank installations:

Regulatory Requirements: Comply with applicable requirements of the laws, codes, ordinances, and regulations of Federal, State, and local authorities having jurisdiction.

### DELIVERY, STORAGE, AND HANDLING

All Owner-purchased items identified in Table 1 will be delivered to the Owner's storage facility in Santa Barbara, California.

The Owner will coordinate with the Contractor for the tanks to be picked up from the Owner's storage facility. Contractor is responsible for providing all equipment to facilitate pickup from the storage facility and delivery to the project site. Comply with tank manufacturer's Installation and Operating Guidelines recommendations for delivery, storage, and tank handling.

### WARRANTY

Product Warranty: Provide manufacturer's standard warranty.

### PART 2 PRODUCTS

### MANUFACTURERS:

Manufacturers: Manufacturers, where specified, are noted in Table 1.

Substitutions: Where substitutions are acceptable, it is noted in Table 1.

Requests for substitutions will be considered in accordance with provisions of Section 6 – Control of Materials.

### UNDERGROUND WATER TANKS

### Overflow Bypass Weir Box Application:

### Tank Design:

Single-wall concrete vessel with a 10-inch stainless steel weir as specified and shown on the design drawings.

Concrete shall have Xypex's BIO-SAN C-500 additive included in the concrete mixture. Interior of the weir box shall be epoxy coated for additional protection.

### Tank Accessories:

Manhole covers shall be galvanized aluminum or other approved material with hinged, locking lid with watertight seal.

4-inch Valterra Slip Gate Valve, or approved equivalent.

### Piping and Fittings:

Piping shall be of the type and diameter shown on the design drawings.

PVC piping shall at a minimum meet the requirements of ANSI Schedule 80.

Fittings shall be of the type and material shown on the design drawings.

### Oil/Water Separator Application:

### Tank Design:

Single-wall non-traffic rated concrete vessel as specified and shown on the design drawings.

Concrete shall have Xypex's BIO-SAN C-500 additive included in the concrete mixture. Interior of the weir box and underside of the lid shall be epoxy coated for additional protection.

### Tank Accessories:

### Covers:

The standard manhole shall be 18 inches square and located over inspection tees and oil skimmers as shown on the design drawings.

Manhole covers shall be galvanized aluminum or other approved material with hinged, locking lid with watertight seal.

Floating Oil Skimmers: 18" Oilskimmer, Inc. 3F Series 360, or approved equivalent.

### Piping and Fittings:

Piping shall be of the type and diameter shown on the design drawings.

PVC piping shall at a minimum meet the requirements of ANSI Schedule 80.

Fittings shall be of the type and material shown on the design drawings.

### ABOVEGROUND TANK

### Tank Design – Steel Flameshield tank:

The tank size, fittings and accessories shall be as shown on the design drawings.

Tank shall feature joggle welded joints with sub arc welded seams.

Tank shall be manufactured with an exterior epoxy primer and acrylic polyurethane coating for high performance finish.

Tank shall be vented to atmospheric pressure.

Tank shall be 2-hour rated and tested to SWRI-97-04, NFPA30A requirements for a Fire Resistant Tank.

Tank shall be labelled and listed as UL 142.

Tank shall be capable of handling liquids with specific gravity up to 1.1.

Tank shall be compatible with liquids identified in the manufacturer's standard warranty, at minimum including water and crude oil.

Tank shall have a hand pump to allow for checking and removing the presence of groundwater in the tank.

### Saddle Design:

Saddles shall be constructed of steel with epoxy coating.

Steel saddles shall be a cradle design to support the tank.

Number of saddles and saddle material determined by manufacturer as shown on submittal/product cutsheet drawings.

### Interstitial Space:

A tank top fitting shall be provided to allow for a monitoring sensor to be installed at the bottom of the interstice.

### Accessories:

### Piping and Fittings

Tank shall be equipped with factory-installed threaded fittings, or nozzles as shown on the design drawings.

All flanged nozzles shall be flanged and flat-faced and conform to Class 150 bolting patterns as specified in ANSI/ASME/ B16.5.

Carbon steel and stainless steel NPT fittings shall withstand a minimum of 150 foot-pounds (203 NM) of torque and 1,000 foot-pounds (1356 NM) of bending, both with a 2:1 safety factor.

Piping and fittings shall be of the type and diameter shown on the design drawings. Stainless steel piping shall be 316 stainless steel and, at a minimum, meet the requirements of ASTM A312.

### Openings:

The standard manway shall be flanged, 18 inches I.D. and complete with gaskets, bolts and cover.

Tank shall have a minimum number of openings as shown on the design drawings. Tank Anchoring:

Number and location of anchoring points shall be specified by the manufacturer with supporting calculations.

All anchoring features shall be furnished and installed by the Contractor.

### PART 3 EXECUTION

### **TESTING**

Tank shall be tested according to the tank manufacturer's Installation Manual and Operating Guidelines in effect at time of installation, at minimum including leak testing and pressure testing.

Proof/certificate of successful testing shall be provided to Owner.

### **INSTALLATION**

Tanks shall be installed according to the tank manufacturer's Installation Manual and Operating Guidelines in effect at time of installation.

### Overflow Bypass Weir Box

Excavation for precast vault shall be sufficient to provide a minimum of 6 inches between the vault and the side of the excavation.

Vault shall be placed at proper depth to set vault cover approximately 6 inches above finish grade, and in accordance with the design drawings, and such that the elevation of the top of the weir is at the same elevation as the top of the existing interceptor box water discharge overflow baffle, as shown on the design drawings.

The overflow bypass weir shall be placed on firm soil. If the foundation material is inadequate, the Contractor shall use foundation gravel or bedding concrete under the normal base to support the separator.

Vault shall be placed and set plumb so as to provide vertical sides.

The completed vault shall be rigid and watertight.

Joints of precast concrete sections shall be thoroughly wetted and completely filled with mortar, plastered and troweled smooth with 3/4" of mortar in order to attain a watertight surface.

All rigid pipe entering or leaving the structure shall be installed as shown on the design drawings. Special care shall be taken to confirm that the openings through which pipes enter the structure are completely and firmly filled with mortar from the outside or otherwise sealed to ensure watertightness.

### Oil/Water Separator

Excavation for precast vault shall be sufficient to provide a minimum of 6 inches between the vault and the side of the excavations.

Vault shall be placed at proper depth to set vault cover approximately 6 inches above finish grade and in accordance with the design drawings.

The oil/water separator shall be placed on firm soil. If the foundation material is inadequate, the Contractor shall use foundation gravel or bedding concrete under the normal base to support the separator.

Vault shall be placed and set plumb so as to provide vertical sides.

The completed separator shall be rigid and watertight.

Joints of precast concrete sections shall be thoroughly wetted and completely filled with mortar, plastered and troweled smooth with 3/4" of mortar in order to attain a watertight surface.

All rigid pipe entering or leaving the structure shall be installed as shown on the design drawings. Special care shall be taken to see that the openings through which pipes enter the structure are completely and firmly filled with mortar from the outside or otherwise sealed to ensure watertightness.

### Aboveground Storage Tank

Tank shall be installed as shown on the concrete foundation in accordance with the design drawings.

Tank heater and associated control panel shall be installed per manufacturer requirements by the Contractor following tank installation.

**END OF SECTION** 

### **SUPPLEMENTAL SPECIFICATION 2**

### **UNDERGROUND STORAGE TANK REMOVAL**

PART 1 GENERAL

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AMERICAN PETROLEUM INSTITUTE (API)

API PUBL 1628 (1996) A Guide to the Assessment and

Remediation of Underground Petroleum Releases

API RP 1604 (1996; R 2010) Closure of Underground

Petroleum Storage Tanks

API RP 2003 (2015; 8th Ed) Protection Against Ignitions

Arising out of Static, Lightning, and Stray Currents

API RP 2217A (2017) Safe Work in Inert Confined Spaces in the

Petroleum and Petrochemical Industries

API RP 2219 (2016) Safe Operation of Vacuum Trucks Handling

Flammable and Combustible Liquids in Petroleum Service

API Std 2015 (2018) Requirements for Safe Entry and Cleaning

of Petroleum Storage Tanks

**ASTM INTERNATIONAL (ASTM)** 

ASTM D1556/D1556M (2015; E 2016) Standard Test Method for Density and

Unit Weight of Soil in Place by Sand-Cone Method

ASTM D1557 (2012; E 2015) Standard Test Methods for Laboratory

Compaction Characteristics of Soil Using Modified Effort (56 ft-lbf/ft3) (2700 kN-m/m3)

ASTM D2167 (2015) Density and Unit Weight of Soil in Place by the

Rubber Balloon Method

ASTM D2487 (2017; E 2020) Standard Practice for Classification

of Soils for Engineering Purposes (Unified Soil Classification System)

ASTM D4397 (2016) Standard Specification for Polyethylene

Sheeting for Construction, Industrial, and Agricultural Applications

**ASTM D6938** 

(2017a) Standard Test Method for In-Place Density and

Water Content of Soil and

Soil-Aggregate by Nuclear Methods (Shallow Depth)

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 200-1-1

(1994) Environmental Quality -- Validation of Analytical

Chemistry Laboratories

EM 200-1-6

(1997) Environmental Quality -- Chemical Quality

Assurance for Hazardous, Toxic and Radioactive Waste (HTRW) Projects

EM 200-1-7

(2001) Environmental Quality - Performance Evaluation

(PE) Program

EM 385-1-1

(2014) Safety -- Safety and Health

Requirements Manual

EM 1110-1-4006

(1998) Engineering and Design -- Removal of

Underground Storage Tanks (USTs)

U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)

EPA 530-R-97-007

(1997) Best Management Practices (BMPs) for Soils

Treatment Technologies;, Suggested Operational Guidelines to Prevent Cross-Media Transfer of Contaminants During Cleanup Activities

EPA 600/4-79/020

(1983) Methods for Chemical Analysis of Water and

Wastes

**EPA SW-846** 

(Third Edition; Update IV) Test Methods for

Evaluating Solid Waste: Physical/Chemical Methods

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

29 CFR 1910

Occupational Safety and Health Standards

40 CFR 261

Identification and Listing of Hazardous Waste

40 CFR 262

Standards Applicable to Generators of Hazardous

Waste

40 CFR 264

Standards for Owners and Operators of Hazardous

Waste Treatment, Storage, and Disposal Facilities

40 CFR 265

Interim Status Standards for Owners and Operators of

Hazardous Waste Treatment, Storage, and Disposal Facilities

40 CFR 266

Standards for the Management of Specific Hazardous

Wastes and Specific Types of

Hazardous Waste Management Facilities

40 CFR 268 Land Disposal Restrictions

40 CFR 279 Standards for the Management of Used Oil

40 CFR 280 Technical Standards and Corrective Action Requirements for Owners

and Operators of

Underground Storage Tanks (UST)

### 1.2 SYSTEM DESCRIPTION

The work consists of removal, cleaning and disposal of one 6,000-gallon underground storage tank (UST) and, including but not limited to dewatering (if necessary), disposal of impacted soil, laboratory testing, providing reports which are required by regulatory agencies, and backfilling. The tank is constructed of fiberglass and is at the location shown on the drawings. The 6,000-gallon tank was used for storing crude oil and will be taken out of service as part of this project.

Subsurface conditions are represented on drawings. Existing native soils consist primarily of a sandy loam with residuum composed of weathered shale, conglomerate and/or sandstone. Rocky outcroppings and slopes greater than 50% are prevalent in this area. Backfill material shall be provided by the Contractor. Groundwater may be encountered at the base of the excavation but is not expected. Contractors shall verify the actual conditions prior to submitting a bid. The site is not a hazardous waste site, but due to the nature of the materials and hazards present, contractors shall use specified procedures until tank removal and backfill activities are complete.

### 1.3 SUBMITTALS

Preconstruction Submittals Work UST Form B

Sampling Plan

Site Safety and Health Plan

State Licensed Waste Transporter

Test Reports

Laboratory and Field Testing Reports Backfill Material

Tank Contents Analysis

Impacted Liquids Disposal

Soil Examination, Testing, and Analysis

Closeout Submittals

Tank Recycling/Disposal

Tank Closure Report

### 1.4 QUALITY ASSURANCE

### 1.4.1 Qualifications

Substantiate a minimum of 2 years of tank removal experience, including subcontractors and personnel employed on the project, and certification by the State for tank removal work. Include experience for removal, transportation, and disposal of underground tanks and associated piping, in

conformance with the following:

- a. API RP 1604
- b. 40 CFR 280, State and local regulations and procedures.
- c. Applicable safety rules and regulations.
- d. Use of equipment and procedures for testing and vapor-freeing tanks.
- Handling and disposal of types of wastes encountered in underground tank and pipe removal including disposal of underground tanks and associated piping.
- f. Excavation, testing, and disposal of petroleum impacted soils, liquids, and sludge.
- g. Project titles, dates performed, owner's names, points of contact for each project with current contact phone numbers.

### 1.4.2 Work Plan

Prior to the commencement of work, Contractor shall prepare and submit a comprehensive Work Plan within 15 days of contract award. The Work Plan shall conform to the requirements of this specification, and Santa Barbara County CUPA requirements. Allow 10 days in the schedule for review and approval of the Work Plan. No adjustment for time or money will be made for re-submittals required as a result of noncompliance. No removal work at the site is allowed, with the exception of site inspections and mobilization, until the Work Plan is approved. As a minimum, include the following in the Work Plan:

### 1.4.2.1 Site Safety and Health Plan

- a. Work Plan shall describe plan to cut into/on the UST(s), if applicable.
- b. Work Plan shall describe plan to inert the UST(s) and make it safe for transportation.
- Work Plan shall list all equipment and machinery that will be used to lift the UST(s) and their relative capacities.
- d. Work Plan shall be certified by an industrial hygienist, marine chemist, or certified safety professional at the discretion of the CUPA if site specific circumstances demand a heightened level of safety awareness based on the size of the tank, product previously or currently stored, and type of activity involving the UST(s).

### 1.4.2.2 Sampling Plan

Sampling Plan shall describe methods, means, sequence of operations, and schedule to be employed in the testing, pumping, cleaning, de-vaporizing, inspecting, cutting and removal, and disposal of underground storage tanks and piping. Include methods to be employed for product, sludge, vapor, and pumpable liquid removal; purging and inerting; and storage methods proposed for control of surface water. Also address the following:

- a. Treatment options.
- b. Identification of waste, tank and impacted soil transporters and means of transport.
- c. Disposal and alternate facilities, disposal or remediation.
- d. Cleaning procedures.

Work Plan shall describe field sampling methods and quality control procedures. Identify laboratory and laboratory methods to be used for cleaning testing.

Work Plan shall describe methods, means, equipment, sequence of operations and schedule to be employed in excavation, transport, handling, borrowing source and stockpiling of soil during UST removal.

### 1.4.3 Permits and Licenses

As required or as directed by the County, the Contractor shall obtain local, state, or federal permits and licenses that directly impact the Contractor's ability to perform the work prior to commencing removal operations.

The Contractor shall fill out the "Application to Permanently Close/Remove an Underground Hazardous Materials Storage Tank" (UST Form 307) and return the form with the permit fee and all required documentation to the County. An approved application is valid for 90 days from date of issuance.

### 1.4.4 Statutes and Regulations

Contractor shall perform tank closures, removal, and disposal in accordance with 40 CFR 280, 40 CFR 264, 40 CFR 265, and 23 CCR Article 7 2670 et seq., as well as the applicable local, State of California, and Federal regulations. Transport hazardous material and waste in accordance with all applicable local, State and Federal laws.

### 1.5 PROJECT/SITE CONDITIONS

Contractor shall notify the County at least 7 days prior to UST removal to schedule an appointment for CUPA and the County to witness the removal.

### PART 2 PRODUCTS

### 2.1 BACKFILL MATERIAL

Unless specified in the design drawings, the Contractor shall supply clean backfill material from offsite in accordance with Section 3.8.3c. Classify backfill in accordance with ASTM D2487 as GW, GP, GM, GC, SW, SP, SM, SC, MH, CL, or CH and free from roots and other organic matter, trash, debris, snow, ice or frozen materials. Secure and submit soil classification test results, including the chain-of-custody records, prior to bringing offsite materials onsite. The testing frequency for backfill material is 1 per 1000 cubic yards or a minimum of 1 test. Use non-impacted material removed from the excavation for backfill in accordance with Paragraph BACKFILLING.

### 2.2 PLASTIC SHEETING

Provide plastic sheeting conforming to ASTM D4397.

### PART 3 EXECUTION

### 3.1 GENERAL REQUIREMENTS

Furnish labor, materials, necessary permits, laboratory tests, and reports and equipment to remove and dispose of products remaining in the underground tanks; clean and vapor free the underground tanks; excavate and remove underground tanks and backfill to the level shown on the drawings; sample soil and water to determine characteristics; dispose of tanks and associated impacted soil and water.

### 3.1.1 Protection of Existing Structures and Utilities

Take all necessary precautions to avoid damage to existing structures, their appurtenances, and utilities that may be affected by work activities. Repair any damage resulting from the Contractor's operations at no expense to the County. Coordinate with the installation to locate underground utilities prior to beginning construction. Do not disturb utilities encountered which were not previously shown or otherwise located without approval from the County.

### 3.2 TANK CONTENTS VERIFICATION

Conduct sampling and analysis in accordance with the approved Sampling Plan. Submit reports, including the chain-of-custody records.

### 3.2.1 Sampling

Sample tank product, pumpable liquids, and sludge. If the data is not adequate, additional sampling and analysis to the extent required by the approved permitted treatment, storage or disposal facility receiving the material is the responsibility of the Contractor. Meeting all regulatory requirements, including the preparation of hazardous materials and waste for transportation, is the responsibility of the Contractor.

### 3.2.2 Characterization

Prior to removing any of the tank contents, characterize the contents to determine the type of required disposal: as a non-hazardous waste, hazardous waste or in a special manner based on local, state, and Federal disposal regulations. Characterize tank product, pumpable liquids, and sludge in accordance with 40 CFR 261 and 40 CFR 279. Submit the waste contents determination and accompanying test results for each phase present in the tank to the County. The Contractor is responsible for any additional requirements identified by the disposal facility. Do not remove the tank contents until approval is given by the County representative.

### 3.3 CLEARING, GRUBBING AND REMOVALS

Perform clearing and grubbing in accordance with the drawings. Clear areas designated for clearing and grubbing of all trees, stumps, downed timber, brush, rubbish, roots larger than 3 inches in diameter, and matted roots prior to commencing operations. Saw cut concrete or asphalt pavement at the limits of removal and break, remove and dispose of the resulting debris off County property. Chain link fence must be disposed of offsite.

### 3.4 TOPSOIL

Ensure topsoil meets the requirements in the specifications. Obtain additional topsoil in excess of that produced by excavation offsite. Use topsoil wherever shown or stated on the design drawings.

### 3.5 PREPARATIONS FOR EXCAVATION

Before excavating, drain product piping back to the tank and remove all product from the tank. Purge and vent the tank in accordance with API RP 1604, and as specified herein.

### 3.5.1 Removal of Product, Pumpable Liquids, and Sludge

Remove and dispose of tank product, pumpable liquids, and sludge. Use of County facilities for permanent storage or disposal of the wastes is prohibited. Temporary storage on County facilities may be allowed only until testing is complete, manifests (if necessary) are complete, and transportation is arranged.

The Contractor is responsible for obtaining all required permits. Usable product will be the property of the County. Provide approved containers, vehicles, equipment, labor, signs, labels, placards and manifests and associated land disposal restriction notices and notifications, necessary for accomplishment of the work, including materials necessary for cleaning up spills that could occur from tank removal operations.

### 3.5.2 Impacted Water Disposal

### 3.5.2.1 Sampling, Analysis, and Containment

Sample and analyze impacted water both prior to and after treatment. Analyze impacted water

produced from excavation operations and tank pumping treated onsite according to the Sampling Plan. Perform sampling and analysis prior to disposal for every 5,000 gallons of impacted water treated. Conform analysis of impacted water to be taken to an offsite treatment facility to the requirements of the treatment facility, with documentation of all analyses performed furnished to the Contracting Officer in accordance with Paragraph RECORDS. Contain, store onsite, and analyze impacted water prior to transport to the approved treatment, storage and disposal facility and dispose of in accordance with applicable Federal and state disposal regulations. Provide approved containers, vehicles, equipment, labor, signs, labels, placards and manifests and associated land disposal notices and notifications, necessary for accomplishment of the work.

### 3.5.2.2 Treatment

Treat impacted water offsite by oil water separation, or other means as approved by the Engineer. Sample and analyze treated effluent and secure approval of results by the Engineer before discharge. Treat and discharge effluent in accordance with the discharge permit.

### 3.6 PURGING AND INERTING

After the tank and piping contents have been removed, but prior to excavation beyond the top of the tank, disconnect all the piping (except the piping needed to purge or inert the tank). Purge flammable and toxic vapors from the tank or make the tank inert in accordance with API RP 1604, with the exception that filling with water is not permitted and, if dry ice is employed, use a minimum of 20 pounds per 1,000 gallons of tank volume. Continuously monitor the tank atmosphere for combustible vapors if the tank is purged, or continuously monitor for oxygen, if the tank is inerted.

### 3.7 EXCAVATION

Mark all excavation areas, as well as work near roadways.

### 3.7.1 Exploratory Trenches

- a. Excavate exploratory trenches as necessary to determine the tank location, limits and the location of ancillary equipment. Upon commencing exploratory excavation, utilize organic vapor analyzer/flame ionization device (OVA/FID) equipment to obtain readings for total petroleum hydrocarbons (TPH), and benzene, toluene, ethylbenzene, and xylene (BTEX).
- b. To determine soil impact levels, continuously monitor soil materials excavated to remove tanks with an OVA/FID capable of detecting volatile organic vapors to a minimum of one ppm. Further test impacted soils with OVA/FID readings of 10 ppm or greater for TPH and BTEX as specified herein. Soils with OVA/FID readings less than 10 ppm may be used as clean backfill, upon County's approval. Dispose of impacted soils in accordance with Federal, State, and local regulations.

### 3.7.2 Tank Excavation

- a. Provide County with written documentation, no later than 5 days before work begins, that proper State or local authorities have been notified. Notify the County at least 48 hours prior to start of tank removal work. Stage operations to minimize the time that tank excavation is open and the time that impacted soil is exposed to the weather. Provide protection measures around the excavation area to prevent water runoff and to contain the soil within the excavation area.
- b. Perform excavation around the perimeter of the tank to limit the amount of potential oil impacted soil that could be mixed with previously non-impacted soil. Segregate impacted soil in separate stockpiles.
- c. Maintain an excavation around the tank of sufficient size to allow workers ample room to complete the work, but also protect the workers from sliding or cave-ins. Install sheeting, bracing, or shoring in the absence of adequate side slopes if there is a need for workers to enter the excavated area. Divert surface water to prevent direct entry into the excavation.

- d. Dewatering of the excavation may require a discharge permit by the State and will be limited to allow adequate access to the tank and piping, to assure a safe excavation, and to ensure that compaction and moisture requirements are met during backfilling. Dewatering may result in the production of impacted water and/or free product. Recover free product from the groundwater only as part of necessary dewatering.
- e. Collect and test water generated by dewatering during excavation required for removal of tanks or piping, surface water collected in open excavation, or water used for washing equipment or existing concrete or bituminous surfaces, in accordance with EPA 530-R-97-007, EPA 600/4-79/020, EPA SW-846 and state or locally required analyses.

### 3.7.3 Temporary Containment of Excavated Soil

Provide temporary containment area near the excavated area. Cover containment area with 30 mil polyethylene sheeting. Place excavated soil on the impervious barrier and cover with 6 mil polyethylene sheeting. Provide straw bale berm around the outer limits of the containment area and cover with polyethylene sheets. Secure edges of sheets to keep the polyethylene sheeting in place.

### 3.7.4 Piping Excavation

Perform excavation as necessary to remove tank piping and ancillary equipment in accordance with Paragraphs: Shoring, Tank Excavation, and Open Excavations.

### 3.7.5 Open Excavations

Secure open excavations and stockpile areas while awaiting confirmation test results from the soil beneath the tank. Backfill the excavation as soon as possible after tank and impacted soil removals have been completed and confirmation samples have been taken. Divert surface water around excavations to prevent water from directly entering into the excavation.

### 3.7.6 Hidden Structures

During excavation activities, if asphalt pavement, concrete slabs, or other hidden structures are encountered, remove and wash with high pressure water cleaning equipment. Remove and dispose of the structures offsite.

### 3.7.7 Stockpiles

If of suitable quality, non-impacted excavated soil, that is not a state-regulated hazardous waste, will be stockpiled and used for backfill in the tank excavation prior to using borrow material. Excavated material that is regulated by the state as a hazardous waste and/or visibly stained, for which real time vapor monitoring instrument readings exceed 10 ppm for volatile and possibly semi-volatile hydrocarbons, which has an obvious petroleum odor, or as required by the State of California is considered impacted.

Separately stockpile non-impacted soil from the impacted soil, a safe distance away from, but adjacent to, the excavation. Place allowable stockpiles of impacted soil on an impermeable geomembrane a minimum of 3 layers, each 6 mils thick, covered with a 10 mils sheet of geomembrane as specified. Place the geomembrane to prevent the stockpiled soil from coming into contact with surface water run-off. All allowable stockpiles of impacted soils shall be removed offsite for disposal within 10 days of initial excavation of the subject soils.

### 3.8 REMOVAL OF PIPING, ANCILLARY EQUIPMENT, AND TANK

### 3.8.1 Piping and Ancillary Equipment

Not Used

### 3.8.2 Tank

Remove the tank from the excavation and clean the exterior to remove all soil and inspect for signs of corrosion, structural damage, or leakage. Use only non-sparking type materials or equipment which comes into contact with the tank, or in the vicinity of the excavation such as shovels, slings and tools. After removal from the excavation, place the tank on a level surface adjacent to the tank excavation and secure it with wood blocks to prevent movement.

### 3.8.3 Impacted Soil, Tank and Piping Excavation Examination

- a. After the tank has been removed from the ground, examine and test the adjacent and underlying soil for any evidence of leakage. Visually inspect the soil for staining after removal of all obviously impacted soil, then screen for the presence of volatile and/or semi-volatile contamination using a real time vapor monitoring instrument.
- b. If the tank is greater than 20 feet in length, take three samples. Take two samples 2 feet from each end of the tank and 2 feet below the bottom of the excavation. Take a third sample from the middle of the tank area and 2 feet below the bottom of the excavation.
- c. If Contractor intends to reuse any excavated soils with visible staining/impact for backfill, Contractor shall analyze samples for TPH, BTEX, SVOC and toxicity characteristic leaching procedure (TCLP). Perform sampling and analysis conforming to standards specified above for stockpiled soils. Soils that contain 250 ppm or more TPH, 10 ppm or more BTEX, or have TCLP reading of 80 ppm of lead or virgin petroleum products are considered impacted materials. Soils which are less than the above may be used as clean fill. Furnish results to the County within 24 hours after the results are obtained. Along with the results furnish a sketch showing underground tank, sampling location, and extent of excavations.
- d. Stockpile onsite in accordance with paragraph Stockpiles. Stockpile impacted soil or suspected impacted soil, or, if the site is a RCRA-designated CAMU, containerized until further disposition.
- e. The County may determine the extent of the impacted soil to be removed from each site.
- f. After the known impacted soil is removed, sample and analyze the excavation in accordance with the Sampling Plan.

### 3.9 TANK CLEANING

Provide clean and vapor free tank in accordance with API RP 1604 and the following:

Oil Removal: All possible oil will be pumped or otherwise removed from the tank by the Contractor. Consider remaining oil impacted. Drums or tanks used for containerizing waste oil will be furnished by the Contractor.

### 3.9.1 Exterior

Remove soil from the exterior of the tank, piping, and associated equipment to eliminate soil deposition on roadways during transportation to a temporary storage area, ensure markings will adhere to the surfaces, and simplify tank cutting. Use non-sparking tools to remove soil. Recover removed non-impacted soil and soil not regulated by the state as a hazardous waste and use them as backfill in the former tank excavation or disposed of onsite. Remove and containerize soil believed to be impacted. Place plastic wrapping around the entirety of tank exterior and secure the wrapping prior to offsite transportation.

### 3.9.2 Temporary Storage

If the tank is stored after the tank exterior is cleaned and ancillary equipment is removed, and prior to being cut into sections, label the tank as directed in API RP 1604, place it on blocks, and temporarily store it on a flat area adjacent to the excavation. Prior to cleaning the tank interior, monitor the tank atmosphere for combustible vapors and purge or inert it if combustible vapors are detected. Provide

warning labels as follows:

"TANK HAS CONTAINED CRUDE OIL NOT VAPOR FREE NOT SUITABLE FOR STORAGE OF FOOD OR LIQUIDS INTENDED FOR HUMAN OR ANIMAL CONSUMPTION

DATE OF REMOVAL: [ month/day/year]"

Make tank unusable for future use, then transport and dispose of tank in accordance with applicable local, State, and Federal regulations.

### 3.9.3 Interior

All liquids, sludges, muds, semi-solid material inside the UST(s) must have a hazardous waste determination documented and must be removed from the UST(s) prior to the UST(s) removal. Liquids, sludges, muds, semi-solid materials must be properly disposed and documentation of their proper disposal submitted to the County.

If there is no installed manway on the tank, or there are not enough accessible UST(s) openings, or the tank's openings are rusted shut or otherwise inaccessible and the UST(s) need to be cut on/into, a cold cutting, non-sparking tool shall be used to cut a manway or series of manways if necessary.

The dimensions of the manway shall not be less than 24" X 24" at the appropriate location(s) to facilitate cleaning and visual inspection of the UST(s) interior. Large UST(s) may require multiple manways to ensure that all interior areas of the UST(s) are visible for inspection. Contractor must notify the local fire department if Contractor plans on cutting, cold cutting allowed only, on/into the UST(s) and obtain any approvals for cutting and provide documentation of approval to the County.

A minimum of one percent (1%) of the UST(s) capacity shall be used to back flush product piping into the UST(s) and another three percent (3%),at a minimum, shall be sprayed into the UST(s) to clean all surfaces using a high pressure (minimum 2,000 psi) multi-directional nozzle. The use of a detergent may be necessary to break up and remove sludge, mud, and product.

All impacted wash water shall be handled, transported, and disposed of as a hazardous waste. A State Department of Toxics Substances Control registered hauler and hazardous waste manifests must be used in this process.

At the discretion of the CUPA, the Contractor may be required to engage a certified industrial hygienist, marine chemist, or certified safety professional to certify that the UST(s) is visually free from product, sludge, scale (thin, flaky residual of tank contents), rinseate and debris and certify the UST(s) as clean.

3.10 SOIL EXAMINATION, TESTING, AND ANALYSIS

### 3.10.1 Tank Excavation Sampling Procedures

After soil known to be impacted has been removed or after soil excavation is complete, sample the excavation with procedures, number, location, and methodology in accordance with CUPA regulations.

### 3.10.2 Stockpiled Material Sampling

Stockpiled impacted soil must be sampled and preserved in accordance with the approved Sampling Procedures under the Work Plan. Sampling locations, number and specific procedures are as required by CUPA and the disposal facility.

### 3.10.3 Analysis

Test soil samples from the excavation and stockpiled material in accordance with the approved Sampling Procedures under the Work Plan for the following parameters: TPH, BETX, SVOCs and TCLP. Submit copies of all test results, including the chain-of-custody records to the County.

### 3.11 BACKFILLING

Contractor shall follow the project requirements specified in the plans for backfilling. If soil backfilling is acceptable by the County, backfill the tank area and any other excavations only after the soil test results have been approved by the County and/or Engineer. Complete impacted soil removal after approval by the County's representative.

Dewater the excavation if necessary. Use stockpiled material, subjected to chemical confirmation testing as backfill, if it is found to conform to the requirements of clean fill in accordance with appropriate regulations.

Place clean backfill in layers with a maximum loose thickness of 8 inches, compacted to 90 percent maximum density for cohesive soils and 95 percent maximum density for cohesionless soils.

Perform density tests using an approved commercial testing laboratory or by facilities furnished by the Contractor. Attach test results to Contractor's Closure Report. Perform a minimum of 1 density test on each lift. Determine laboratory tests for moisture density relations in accordance with ASTM D1557, Method B, C, or D, or ASTM D6938. A mechanical tamper may be used, provided that the results are correlated with those obtained by the hand tamper. Determine field in-place density is in accordance with ASTM D1556/D1556M, ASTM D6938, or ASTM D2167.

### 3.12 DISPOSAL REQUIREMENTS

### 3.12.1 Treatment, Disposal, and Recycling

Perform disposal of hazardous or special wastes in accordance with all local, State, and Federal solid and hazardous waste laws and regulations; and conditions specified herein. This work includes all necessary personnel, labor, transportation, packaging, detailed analyses (if required for disposal, manifesting or completing waste profile sheets), equipment, and reports. Recycle product and pumpable liquids removed from the tank to the greatest extent practicable. Dispose of the tank removed at a state approved facility. Provide manifest for the tank disposed of in this manner as required by the State of California to document delivery and acceptance at the disposal facility.

### 3.12.2 Tank and Ancillary Equipment Disposal

Cleaned tanks shall be removed from the site immediately to a pre-permitted facility. Dispensers and piping must also be removed if tank system is removed.

### 3.12.3 Transportation of Wastes

Provide transportation in accordance with Department of Transportation (DOT) Hazardous Material Regulations and State and local requirements, including obtaining all necessary permits, licenses, and approvals. Submit evidence that a State licensed waste transporter is being used.

### 3.12.4 Manifest Records

Maintain records of all waste determinations, including appropriate results of analyses performed, substances and sample location, the time of collection, and other pertinent data as required by 40 CFR 280, Section 74 and 40 CFR 262 Subpart D. Also record transportation, treatment, disposal methods and dates, the quantities of waste, the names and addresses of each transporter and the disposal or reclamation facility, and available for inspection, as well as copies of the following documents:

### a. Manifests.

- b. Waste analyses or waste profile sheets.
- Certifications of final treatment/disposal signed by the responsible disposal facility official.
- d. Land disposal notification records required under 40 CFR 268for hazardous wastes.

Upon contract close out, the records will become the property of the County.

### 3.12.5 Documentation of Treatment or Disposal

Take wastes, other than recyclable or reclaimable product, to a pre-approved treatment, storage, or disposal facility and complies with the provisions of the disposal regulations. Furnish copies of the original return copy of the hazardous waste manifest, signed by the facility owner or operator of a facility legally permitted to treat or dispose of those materials are to be furnished to the Owner not later than 5 working days following the delivery of those materials to the facility; and include a copy in the Tank Closure Report as described under item 3.15. Furnish a statement of agreement from the proposed treatment, storage or disposal facility and certified transporters to accept hazardous or special wastes in the Work Plan. If the Contractor selects a different facility than is identified in the Work Plan, provide documentation for approval to certify that the facility is authorized and meets the standards specified in 40 CFR 264.

### 3.13 SPILLS

Use appropriate vehicles and operating practices to prevent spillage or leakage of impacted materials from occurring during operations. Inspect vehicles leaving the area of impacted to ensure that no impacted materials adhere to the wheels or undercarriage. Take immediate containment actions as necessary to minimize effect of any spill or leak. Cleanup in accordance with applicable Federal, State, local laws and regulations, and district policy at no additional cost to the County.

### 3.14 INSPECTIONS

Arrange for and perform required inspections. Provide copies of inspections to County.

### 3.15 TANK CLOSURE REPORT

Submit a Tank Closure Report containing, at a minimum, the following information within 30 days of removal:

- a. Site background
- b. Removal activities
- c. UST certificate of destruction or other approved disposition
- d. Manifest copies
- e. Tank Closure Certification copy
- f. Sampling results including the raw data and chain-of-custody documentation from all labs used
- g. Drawings, sized 11 x 17 inches or larger, folded to 8.5" x 11", and drawn to a suitable scale for details of the former tank system. The scale must be one of the following: 1"=10', 1"=20', 1"=30', 1"=40', 1"=50', 1"=60', 1"=100', or 1"=200'.
  - (1) Limits of the excavation
  - (2) Depths and location of all samples
  - (3) Property lines and adjacent property usage

- (4) Any structures at facility
- (5) North arrow, scale, and key of symbols used

### 3.16 COMPACTION, FINISH GRADING, and SEEDING

Provide backfill and compaction as noted in Section 19 – Earthwork.

-- End of Section --



### **PUBLIC WORKS – WATER RESOURCES DIVISION**

### ADDENDUM NOTICE NO. 1B

	Octo	ber	5.	20	23
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ADDENDUM NO. 1B

COUNTY PROJECT NO. WA8231 - TCRP

TORO CANYON OIL WATER SEPARATOR REPLACEMENT PROJECT

Prepared By:	Jerko Kocijan, Geosyntec Consultants	Date:	10/4/2023
Reviewed Bv:	Cathleen Garnand County of Santa Barbara	Date:	10/4/2023

### Please note:

- a. This Addendum #1B addresses changes to the Bid Documents, as described in the table below and in the attached Addendum #1B pages.
- b. All other changes are here by incorporated per the attached ICS letter to County's Agent (Geosyntec Consultants, Inc) dated September 29, 2023.
- c. By signing below, ICS acknowledges this addendum in its proposal.

Acknowledgement Signature:	
Ву:	

The Contractor's attention is directed to the bid information presented below and to the attached page(s) that contain modifications to the Bid Documents to provide additional information.

### To all bidders:

### The Following Changes have been made to the Bid Documents:

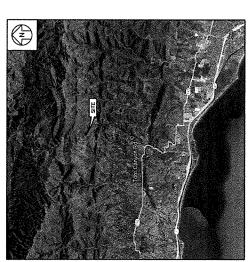
Change #	DOCUMENT	PAGE / SHEET #	CHANGE
A1-1	Notice to Bidders and Special Provisions / Copy of Bid List Items	5	Changed number of working days from 60 to 110. Changed number of working days for Tank Heater Only from 120 to 240.
A1-2	Notice to Bidders and Special Provisions / Copy of Bid List Items	6	Remove word "Interceptor" from Item 7.  Cross-over the Item 15 from the Item List.  Remove Final Pay Item Classification for all respective items.

Change #	DOCUMENT	PAGE / SHEET #	CHANGE		
	Notice to Bidders and Special		Add "ITEM #45 – ANCHORING/SEISMIC CALCULATIONS AST & PIPE SUPPORTS."		
A1-2	Provisions / Copy of Bid List Items	7	Add "ITEM #46 – STEAM CLEAN AND DISPOSAL OF CONTENTS UST"		
			Remove Final Pay Item Classification for all respective items.		
A1-3	Notice to Bidders and Special Provisions / Copy of Bid List Items	24	Replace \$1,500 with \$250 in Section 8- 1.10A.		
A1-4	Notice to Bidders and Special Provisions / General Provisions – 5 Control of Work	40	Add "Contractor shall submit the following for review and approval:" in front of "Anchoring design package including calculations and installation instructions."		
			Remove word "Interceptor" from Item 7.		
A1-8	Bid Book	6	Cross-over the Item 15 from the Item List.		
			Remove Final Pay Item Classification for all respective items.		
			Remove word "Interceptor" from Item 7.		
			Cross-over the Item 15 from the Item List.		
A1-8	Bid Book	7	Add "ITEM #45 – ANCHORING/SEISMIC CALCULATIONS AST & PIPE SUPPORTS."		
			Add "ITEM #46 – STEAM CLEAN AND DISPOSAL OF CONTENTS UST"		
			Remove Final Pay Item Classification for all respective items.		

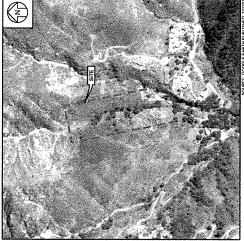
You are responsible for replacing the attached specified pages.

# DEPARTMENT OF PUBLIC WORKS TRANSPORTATION DIVISION TORO CANYON OIL WATER SEPARATOR REPLACEMENT PROJECT **COUNTY OF SANTA BARBARA**

## TORO CANYON ROAD - SANTA BARBARA COUNTY, CALIFORNIA FOR BID ONLY AUGUST 2023



LIST OF DRAWING	DRAWING TITLE	TITLE SHEET	GENERAL NOTES	EXISTING SITE PLAN	DEMOLITION PLAN	PROPOSED SITE PLAN	EASEMENT PLAN	AST PAD GRADING PLAN	NEW PIPE PLAN AND PROFILE	PROCESS FLOW DIAGRAM	DETAILS - OWS AND PIPING	DETAILS - INTERCEPTOR TO OWS PROFILE	DETAILS - WEIR BOX PIPING	DETAILS - PIPING	DETAILS - AST AND PIPING	DETAILS - AST FOUNDATION I	DETAILS - AST FOUNDATION II	DETAILS - DRY CROSSING AND DEBRIS PROTECTION
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Geosyntec<sup>₽</sup>

PREPARED BY:

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