



To be supplemented by the State of California Department of Transportation Standard Specifications and Standard Plans dated May 2006.

**SANTA BARBARA COUNTY PARKS**

**NOTICE TO BIDDERS,  
SPECIAL PROVISIONS,  
FOR  
GUADALUPE DUNES  
ROAD RESTORATION  
IN THE COUNTY OF SANTA BARBARA  
COUNTY PROJECT NO. 8638**

**BID OPENING LOCATION:**

**BID OPENING LOCATION:**

Department of Public Works

Attention: Front Counter

123 East Anapamu Street, Santa Barbara, California 93101

**BIDS OPEN: 2:00 P.M.**

**THURSDAY, JANUARY 5, 2012**

HERMAN PARKER

DIRECTOR OF COMMUNITY SERVICES

**NOTE:**

**PRIME CONTRACTORS:**

**RETURN BID IN SEALED BID ENVELOPE!!!**

**ENCLOSE ONLY THE "PROPOSAL AND CONTRACT (EXAMPLE)" MANUAL WITH BID!! (Note: The "Designated Subcontractor Information Sheet/s and the Bidders Information List used for Subcontractors" may be reproduced for execution and transmittal to the to the Department of Community Services Engineering Division as required in the Section entitled "Required Listing Of All Subcontractors Information," of these special provisions.)**

**MAKE SURE THE OUTSIDE OF THE ENVELOPE HAS THE PROJECT TITLE, BID DATE, AND PROJECT NUMBER CLEARLY VISIBLE.**

**The Contractor shall use the Bidder's Bond Form found in this book entitled "County of Santa Barbara, Department of Parks, Proposal and Contract (Example)" for the project and it shall be properly filled out and executed. (Note: This form may be reproduced for transmittal to the Surety for execution and attached to the front of the original Bid Bond Form.)**

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**COUNTY OF SANTA BARBARA  
STATE OF CALIFORNIA  
DEPARTMENT OF COMMUNITY SERVICES**

**NOTICE TO BIDDERS**

**Bids open 5th day of January, 2012 for:**

**GUADALUPE DUNES ROAD RESTORATION IN THE COUNTY OF SANTA BARBARA (COUNTY PROJECT NO. 8638)**

General work description: Repair and realign existing road through Guadalupe Dunes Park utilizing soil cement (native sand) and HMA paving.

Sealed bids will be received until 2:00 p.m. on the above date at the Front Counter of the:

South County Public Works office  
County Engineering Building  
**Attn: Transportation Engineering Dept.**  
123 East Anapamu Street  
Santa Barbara, California 93101  
Tel. (805) 568-3000

or

North County Public Works office  
**Attn: Transportation Engineering Dept.**  
620 West Foster Road  
Santa Maria, California 93455  
Tel. (805) 739-8750

Proposals may be mailed to Santa Barbara County Public Works at the addresses listed above.

The Department will receive bids until 2:00 p.m. on the bid open date. Bids received after this time will not be accepted.

Bids will be opened and publicly read at the above locations immediately following the submittal deadline.

Complete the work within **FIFTEEN (15) Working days.**

Green Sheet Value Code = **C**

At the bid opening, the County will publicly disclose the project funding amount before the first bid is opened. The lowest bidder will be determined as described in Section 3 of the Special Provisions.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to 2:00 p.m. on the Friday of the week preceding bid opening. Any such inquiries or questions submitted after this date will not be treated as a bid protest and will not be addressed. Questions pertaining to this Project prior to Award of the Contract must be directed to (805) 568-3000.

When an addendum is issued, Bidders (Plan Holders of Record) will be notified by E-Mail that an addendum is forthcoming. Bidders must notify the County via email when it is received. The addendum will not be mailed to each plan holder of record unless the County deems it necessary, but a copy of the addendum will be available on the County Website: <http://www.countyofsb.org/pwd/roads/engsec/bidinfo/>  
When an addendum is issued during the week of the bid opening, a delay of the bid opening may be required. The delay will be noted in the addendum.

In the case where a bidder claims an inadvertent clerical error in listing subcontractors, a notice of the claim must be submitted to the Director of Community Services in writing within two working days after the time of the bid opening and copies of the notice must be sent to the subcontractors involved.

The Contractor must have either a Class A license or a combination of Class C licenses covering the majority of the work.

## **PROJECT PLANS AND SPECIFICATIONS**

**The County no longer sells hard copies of its plans and specifications for County Projects.**

**The Plans, Specifications and Proposals are now only available at no charge from our Website:**

<http://www.countyofsb.org/pwd/TransEbids/Bids/AdvProj.aspx>

**The Bidder must be responsible for downloading and printing all project information from our Website.**

**Plans and Specifications will be available December 12, 2011**

## **BIDDING**

### **General Notes**

All forms must be filled out as indicated in the bid package in these instructions. The entire Proposal and Contract must be returned with all addenda signed and attached to the front cover. Proposals by Bidder(s) not listed as a holder of plans and specifications on the Plan Holders of Record Sheets will be returned unopened.

The Notice to Bidders and bid results may be viewed online at the following address:

[www.countyofsb.org/pwd/roads/engsec/engsec.htm](http://www.countyofsb.org/pwd/roads/engsec/engsec.htm)

No prebid meeting is scheduled for this project

In the event a bidder wishes to protest the award of the contract, a Notice of Protest must be received within 10 calendar days of the bid opening. The Notice of Protest must include the name and address of the bidder's designated representative (contact person), and a statement of the grounds for the protest. Any and all protests will be heard by the Board at the hearing, and the decision of the Board is final.

All bids may be rejected if the lowest responsive bid received exceeds the Engineer's Estimate by more than 7%.

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

Bidders must satisfy themselves by personal examination of the location of the proposed work and by such other means as they prefer as to the actual conditions and requirements of the work, and shall not at any time after submission of the bid, dispute, complain or assert that there was any misunderstanding in regard to the nature of the work to be done.

This project is subject to the "Buy America" provisions of the Surface Transportation Assistance act of 1982 as amended by the Intermodal Surface Transportation Efficiency Act of 1991.

### **DBE and Labor**

The County of Santa Barbara has established a UDBE goal of **0%**.

It is the bidder's responsibility to make sufficient portions of the work available to Subcontractors and suppliers, and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers.

The Contractor is requested to employ his craftsmen and other workers from the local labor market whenever possible to do so. "Local Labor Market" is defined as the labor market within the geographical confines of the County of Santa Barbara, State of California.

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 Web site, <http://www.dir.ca.gov>, or from the Department's Labor Compliance Office of the district in which the work is located.

The federal minimum wage rates for this Contract as determined by the United States Secretary of Labor are available at <http://www.dot.ca.gov/hq/esc/oe/federal-wages>

**Bonds**

Submit your bid with bidder's security bond equal to at least 10 percent of the bid for (for bids with alternative items, it must be 10% of the total of the base plus all alternatives).

The Contractor must use the Bidder's Bond Form found in the book entitled "County of Santa Barbara, Department of Community Services, Notice to Bidders, Special Provisions, Proposal and Contract" for the project and it must be properly filled out and executed. *(Note: This form may be reproduced for transmittal to the Surety for execution and attached to the front of the original Bid Bond Form.)*

Personal Checks will not be accepted.

The successful bidder must secure and submit a "Faithful Performance Bond" and a "Payment Bond – Community Services." In the amount of 100% of the Contract Bid.

By order of the Board of Supervisors of the County of Santa Barbara this project was authorized to be advertised on the **DECEMBER 6, 2011.**

Herman Parker  
Director of Community Services



**COPY OF ENGINEER'S ESTIMATE  
(NOT TO BE USED FOR BIDDING PURPOSES)**

**PROJECT NO. 8638**


Item	Item Code	Description	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Item Total (In Figures)
<b>NOT TO BE USED FOR BIDDING PURPOSES</b>						
1	066014	SURVEY CONTROL AND STAKING	LS	LUMP SUM		
2	074016	CONSTRUCTION SITE MANANGEMENT	LS	LUMP SUM		
3	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN."	LS	LUMP SUM		
4	190101	ROADWAY EXCAVATION	CY	1700		
5	270005	SOIL CEMENT (NATIVE SAND)	CY	3400		
6	390130	HOT MIX ASPHALT (3/4 INCH)	TON	715		
<b>CONTRACTOR'S BID ITEMS (SUBTOTAL)</b>						
		SUPPLEMENTAL ITEMS OF WORK				
7	066595	SUPPLEMENTAL WORK (WATER POLLUTION CONTROL MAINTENANCE SHARING).	LS	LUMP SUM	\$2,000.00	<b>\$2,000.00</b>
8	066596	SUPPLEMENTAL WORK (ADDITIONAL WATER POLLUTION CONTROL)	LS	LUMP SUM	\$2,000.00	<b>\$2,000.00</b>
9	066597	SUPPLEMENTAL WORK (STORM WATER SAMPLING AND ANALYSIS)	LS	LUMP SUM	\$2,000.00	<b>\$2,000.00</b>
10	966024	SUPPLEMENTAL WORK (ENVIRONMENTAL OBLIGATIONS)	LS	LUMP SUM	\$2,000.00	<b>\$2,000.00</b>
11	966070	SUPPLEMENTAL WORK (PUBLIC CONVENIENCE AND SAFETY, COUNTY PORTION)	LS	LUMP SUM	\$2,000.00	<b>\$2,000.00</b>
12	966080	SUPPLEMENTAL FUNDS (ASPHALT PRICE INDEX)	LS	LUMP SUM	\$2,000.00	<b>\$2,000.00</b>
<b>SUPPLEMENTAL BID ITEMS (SUBTOTAL)</b>						<b>\$12,000.00</b>
<b>BID ITEMS AND SUPPLEMENTAL ITEMS TOTAL</b>						

COUNTY OF SANTA BARBARA  
DEPARTMENT OF COMMUNITY SERVICES  
SPECIAL PROVISIONS  
FOR

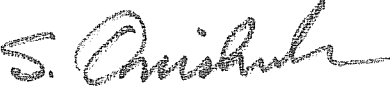
GUADALUPE DUNES  
ROAD RESTORATION  
IN THE COUNTY OF SANTA BARBARA

COUNTY PROJECT NO. 8638

The Special Provisions contained herein have been prepared by or under the direction of the following Registered Engineer.

  
PROJECT MANAGER

12/5/2011  
DATE

  
PROJECT CIVIL ENGINEER

12.5.11  
DATE



  
APPROVED BY DIRECTOR OF COMMUNITY SERVICES

12/5/11  
DATE

APPROVED - CHAIR BOARD OF SUPERVISORS

DATE

**COUNTY OF SANTA BARBARA  
DEPARTMENT OF COMMUNITY SERVICES  
SPECIAL PROVISIONS**

**COUNTY PROJECT NO. 8638**

**SECTION 1. DEFINITIONS, SPECIFICATIONS AND PLANS**

All work and materials embraced herein shall be performed or furnished in accordance with the State of California, Department of Transportation Standard Specifications dated May 2006, the State of California, Department of Transportation Standard Plans dated May 2006, including amendments thereto as hereinafter set forth, and the County of Santa Barbara, Department of Community Services, Standard Details dated April 1, 1987 insofar as the same may apply, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, and in accordance with the following Special Provisions.

If a discrepancy exists, contract components as set forth in these special provisions shall be ranked as set forth in Section 5-1.04, "Contract Components" of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the indented text following said term shall be considered an amendment to the Standard Specifications. All quantities shown on the project plans and the Contract Proposal, except those designated as Final Pay, are approximate only, being given as a basis for the comparison of bids.

Wherever State Agencies, Departments, or Officers are referred to herein, the comparable County of Santa Barbara Agencies, Departments or Officers are meant thereby for the purpose of these Contract Documents.

**County:** Means the County of Santa Barbara, State of California.

**Director Of Transportation:** Means the Director of Community Services of the County of Santa Barbara, State of California, or the Director's duly authorized representatives.

**County Clerk:** Means the County Clerk of the County of Santa Barbara, State of California.

**Engineer:** Means the duly authorized representatives of the Director of Community Services of the County of Santa Barbara.

**The following List of Standard Specifications do not apply to this contract:**

Section 1-5 DISTRICTS  
Section 1-6 WEB SITES, ADDRESSES, AND TELEPHONE NUMBERS  
Section 2-1.03B Supplemental Project Information  
Section 2-1.12A General Information  
Section 4-1.035 VALUE ENGINEERING  
Section 5-1.012 PARTNERING  
Section 5-1.14 COST REDUCTION INCENTIVE  
Section 5-1.15 DISPUTE RESOLUTION  
Section 9-1.07F Retentions  
Section 9-1.10 Arbitration - A

**SECTION 2. BIDDING**

**2-1.01 GENERAL**

The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these Special Provisions for the requirements and conditions which he must observe in the preparation of the Proposal form and the submission of the bid.

**The amount of the bidders security required in Section 2-1.13 "Bidders Security", of the Standard Specifications shall be based on the low bid as described in Section 3.0 "Award and Execution of the Contract". Attention is also directed to Section 5-1.03 "Contract Bonds" of these special provisions.**

The last 2 paragraphs in Section 2-1.05, "Proposal Forms" of the Standard Specifications are hereby deleted.

In addition to the subcontractors required to be listed in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be performed by each subcontractor listed.

The first sentence of the last paragraph in Section 2-1.13 "Bidders Security", of the Standard Specifications is amended to read:

**The Contractor shall use the Bidder's Bond Form found in the book entitled "County of Santa Barbara; Department of Community Services; Proposal and Contract" for the project and shall be properly filled out and executed. (Note: This form may be reproduced for transmittal to the Surety for execution and attached to the front of the original Bid Bond Form.)**

Surety shall be listed in the Insurance Organizations Authorized By The Insurance Commissioner To Transact Business Of Insurance In The State Of California During 1994 (including changes effective January 1, 1995) published by the Department of Insurance, State of California, or successor publication.

In accordance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the proposal. Signing the proposal shall also constitute signature of the Noncollusion Affidavit.

The Contractor's attention is directed to Sections 5100 to 5107 of the Public Contract Code, concerning Bid Relief.

The Contractor's attention is directed to Section 10285.1 of the Public Contract Code regarding Contractor ineligibility.

Submit request for substitution of an "or equal" item, and the data substantiating the request to the Department of Community Services, Engineering Division, 610 MISSION CANYON ROAD Santa Barbara, CA 93101, so that the request is received by the Department by close of business on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future Community Services contracts.

### **FEDERAL LOBBYING RESTRICTIONS**

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier subrecipient of a Federal-aid to pay for any person for influencing or attempting to influence a Federal agency or congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form. LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal, Signing the Proposal shall constitute signature of the Certification.

The above-referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractor. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

### **2-1.03 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS**

The Contractors attention is directed to the following subsection "Required Listing of All Subcontractors Information" of these Special Provisions.

#### **REQUIRED LISTING OF ALL SUBCONTRACTORS INFORMATION**

The Contractor shall set forth the following information on the "Designated Subcontractor Information Sheet": the name and location of the place of business, telephone and FAX numbers, license number and classification of each subcontractor who will perform work or labor or render service to the undersigned in or about the construction of the work to be performed. That portion of the work which will be done by each subcontractor for each subcontract shall be listed by individual item number, percent of item, dollar amount of item and brief description.

The Designated Subcontractor Information Sheets may be submitted with this bid, the apparent successful bidder (low bidder), the second, third and the fourth low bidders shall submit the designated Subcontractor information required on the Designated Subcontractor Information Sheets to the County of Santa Barbara, Department of Community Services, Engineering and Construction Section, 610 Mission Canyon Road, Santa Barbara, CA 93105. The information shall be received by the Department no later than 4:00 p.m. on the third day following the bid opening, not including Saturdays, Sundays and legal holidays (Note: Those bidder's submitting their Designated Subcontractor Information Sheets with the bid may, within the time provided within this paragraph, amend the Percent of an Item/s and the Dollar Amount/s to reflect the subcontractor's actual bid for each item of work. The amendments shall be submitted on duplicates of the Designated Subcontractor Information Sheets.). Subcontractor information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the second day, not including Saturdays, Sundays and legal holidays, following the bid opening will be accepted even if it is received after said third day following bid opening. Failure to submit all of the required Subcontractor information within the time specified will be grounds for finding the bid or proposal nonresponsive. Other bidders need not submit the completed Designated Subcontractor Information Sheets unless requested to do so by the Department. When such request is made, the Subcontractor information of such bidders shall be submitted so the information is received by the Department no later than close of business on the third day, not including Saturdays, Sundays and legal holidays, after said notification, unless a later time is authorized by the Department. *(Note: The original "Designated Subcontractor Information Sheet/s" shall not be removed from this "Notice to Bidders, Special Provisions, Proposal And Contract"; however, the "Designated Subcontractor Information Sheet/s" may be reproduced for execution and transmittal to the to the Department as required above.)*

## **2-1.04 REQUIRED LISTING OF SUBCONTRACTORS, SERVICE PROVIDERS AND MATERIALS PROVIDERS**

The Contractor's attention is directed to the "County Of Santa Barbara Department Of Community Services Bidders Information List" and the included instructions found in the Proposal Section of the "Notice to Bidders, Special Provisions, Proposal and Contract."

The Contractors attention is directed to Section 2-1.04A, "Required Listing of Bidders Information" of these Special Provisions.

### **REQUIRED LISTING BIDDERS INFORMATION**

The Contractor, subcontractors, service providers and materials providers shall set forth the required information found on the County Of Santa Barbara Department Of Community Services Bidders Information List.

**The prime Contractor shall set forth the required information for his or her company with this bid.**

If the completed County Of Santa Barbara Department Of Community Services Bidders Information List sheets for subcontractors, service providers and materials providers are not submitted with this bid, all bidders shall be required to submit the bidder information required on the County Of Santa Barbara Department Of Community Services Bidders Information List to the County of Santa Barbara, Department of Public Works, Engineering and Construction Section. 610 Mission Canyon Road, Santa Barbara, CA 93105. The information shall be received by the Department no later than 4:00 p.m. on the second Friday following the bid opening. Subcontractor information sent by U.S. Postal Service certified mail with return receipt and mailed on or before Thursday following bid opening will be accepted even if it is received after said second Friday following bid opening. Failure to submit all of the required Subcontractor information within the time specified will be grounds for finding the bid or proposal nonresponsive. *(Note: The original "Designated Subcontractor Information Sheet/s" shall not be removed from this "Notice to Bidders, Special Provisions, Proposal And Contract" however the "Designated Subcontractor Information Sheet/s" may be reproduced for execution and transmittal to the to the Department as required above.)*

## **SECTION 3. AWARD AND EXECUTION OF CONTRACT**

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

form.

Bid protests are to be delivered to the following address: County of Santa Barbara Department of Public Works, Engineering Division, 123 East Anapamu Street Santa Barbara, California 93101.

In the event a bidder wishes to protest the award of the contract, a Notice of Protest must be received within 10 calendar days of the bid opening. The Notice of Protest must include the name and address of the bidder's designated representative (contact person), and a statement of the grounds for the protest. Any and all protests will be heard by the Board at the hearing, and the decision of the Board is final.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

The second paragraph of Section 3-1.01, "Award of Contract," of the Standard Specifications is amended to read:

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made within 65 days after the opening of the proposals. 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 proposals. If the second lowest responsible bidder refuses or fails to execute the contract, the Director may award the contract to third lowest responsible bidder. Such award, if made, will be made within 95 days after the opening of the proposals. The periods of time specified above within which the award of contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the Department and the bidder concerned.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following County of Santa Barbara Department of Community Services, Engineering Division, 610 Mission Canyon Road Santa Barbara, California 93105

The award of contract, if awarded, will be made by the County Board of Supervisors or Designated Representative within Sixty Five (65), days to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

The "Faithful Performance Bond" in the sum of One Hundred Percent (100%) of the Contract Bid and the "Payment Bond – Community Services" in the sum of One Hundred Percent (100%) of the contract bid required of the successful bidder will contain the following statements:

"Surety further agrees that death of the Contractor shall not relieve the Surety of its obligations."

"The said Surety for value received, hereby stipulates and agrees that all alterations, extensions of time, and extra and additional work, and other changes authorized by these specifications or any part of the contract may be made without securing the consent of the Surety on the contract bonds, and such actions shall not in any way affect the obligations of the Surety of the bonds. Surety does hereby waive notice of any alterations, extensions of time, or additional work."

The following statement is also to be included in the "Faithful Performance Bond":

"In the event suit is brought upon this bond by the County of Santa Barbara, and judgment is recovered, the Surety shall pay all costs incurred by the County in such suit including a reasonable attorney's fee to be fixed by the Court."

Both the payment and performance bonds shall each be executed by one and only one surety. That Surety shall 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 shall be further authorized by the commissioner to issue surety insurance.

#### **SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES**

Attention is directed to the provisions in Section 8–1.03, "Beginning of Work," in Section 8–1.06, "Time of Completion," and in Section 8–1.07, "Liquidated Damages," of the Standard Specifications and these Special Provisions.

The Contractor shall proceed to begin work on the first working day even without an executed contract in his possession upon such direction, either written or verbal, from the County.

The Contractor shall begin work on the first working day following the expiration of 40 calendar days after the contract has been awarded by the Board of Supervisors of the County of Santa Barbara, or the Board of Supervisors authorized representative, and shall diligently prosecute the same to completion within the time limit provided in these Special Provisions. The Contractor may upon written request begin work earlier than the first working day following the expiration of the 40th calendar day after the contract has been awarded, subject to conditions set by the County and approved in writing by the Director of Community Services.

The Contractor shall diligently prosecute the work to completion before the expiration of **FIFTEEN (15) Working Days**.

Liquidated damages for all work, except plant establishment, are:

Liquidated Damages		
Total Bid		Liquidated Damages per Day
From over	To	
\$0	\$50,000	\$1,200
\$50,000	\$120,000	\$1,500
\$120,000	\$1,000,000	\$1,900
\$1,000,000	\$5,000,000	\$3,000
\$5,000,000	\$10,000,000	\$5,400
\$10,000,000	\$30,000,000	\$8,300
\$30,000,000	\$100,000,000	\$10,500
\$100,000,000	\$250,000,000	\$28,500

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

## **SECTION 5. GENERAL**

### **5-1 MISCELLANEOUS**

#### **5-1.01 APPLICABLE STATUTORY PROVISIONS**

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

#### **5-1.02 PLANS AND WORKING DRAWINGS**

When the specifications require working drawings to be submitted to the Division of Structure Design, the drawings shall be submitted to: County of Santa Barbara's, Road Division Resident Engineer.

#### **5-1.03 EMISSIONS REDUCTION**

Contract execution constitutes submittal of the following certification:

I am aware of the emissions reduction regulations being mandated by the California Air Resources Board. I will comply with such regulations before commencing the performance of the work and maintain compliance throughout the duration of this contract.

#### **5-1.04 CONTRACT BONDS**

Attention is directed to Section 3-1.02, "Contract Bonds," of the Standard Specifications and these special provisions.

The payment and performance bonds shall each be executed by one and only one surety. That Surety shall 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 shall be further authorized by the commissioner to issue surety insurance.

#### **5-1.05 ARBITRATION**

Section 9-1.10 "Arbitration" of the Standard Specifications shall not apply. Arbitration shall be governed by Article 1.5 of Chapter 1 of Part 3 of the California Public Contract Code (commencing with section 20104).



## **5-1.06 LABOR NONDISCRIMINATION**

Attention is directed to Section 7-1.01A (4) of the Standard Specifications.

The County of Santa Barbara Anti-Discrimination Ordinance No. 2946 shall be considered to be included in Section 7-1.01A(4) of the Standard Specifications. The Contractor shall be subject to the provisions of Article XIII, Chapter 2 of the Santa Barbara County Code prohibiting unlawful discrimination in employment practices.

## **5-1.07 PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS**

### **GENERAL**

#### **Summary**

This section applies to asphalt contained in materials for pavement structural sections and pavement surface treatments such as hot mix asphalt (HMA), tack coat, asphaltic emulsions, bituminous seals, asphalt binders, and modified asphalt binders placed in the work. This section does not apply if you opted out of payment adjustment for price index fluctuations at the time of bid.

The Engineer adjusts payment if the California Statewide Crude Oil Price Index for the month the material is placed is more than 5 percent higher or lower than the price index at the time of bid.

The California Statewide Crude Oil Price Index is determined each month on or about the 1st business day of the month by the Department using the average of the posted prices in effect for the previous month as posted by Chevron, ExxonMobil, and ConocoPhillips for the Buena Vista, Huntington Beach, and Midway Sunset fields.

If a company discontinues posting its prices for a field, the Department determines the index from the remaining posted prices. The Department may include additional fields to determine the index.

For the California Statewide Crude Oil Price Index, go to:

<http://www.dot.ca.gov/hq/construc/crudeoilindex/>

If the adjustment is a decrease in payment, the Department deducts the amount from the monthly progress payment.

The Department includes payment adjustments for price index fluctuations when making adjustments under Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications.

If you do not complete the work within the contract time, payment adjustments during the overrun period are determined using the California Statewide Crude Oil Price Index in effect for the month in which the overrun period began.

If the price index at the time of placement increases:

1. 50 percent or more over the price index at bid opening, notify the Engineer.
2. 100 percent or more over the price index at bid opening, do not furnish material containing asphalt until the Engineer authorizes you to proceed with that work. The Department may decrease Bid item quantities, eliminate Bid items, or terminate the contract.

### **Submittals**

Before placing material containing asphalt, submit the current sales and use tax rate in effect in the tax jurisdiction where the material is to be placed.

Submit certified weight slips for HMA, tack coat, asphaltic emulsions, and modified asphalt binders, including those materials not paid for by weight, as specified in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications. For slurry seals, submit certified weight slips separately for the asphaltic emulsion.

## **ASPHALT QUANTITIES**

### **General**

Interpret the term "ton" as "tonne" for projects using metric units.

## Hot Mix Asphalt

The Engineer calculates the quantity of asphalt in HMA using the following formula:

$$Q_h = \text{HMATT} \times [X_a / (100 + X_a)]$$

where:

- Q<sub>h</sub> = quantity in tons of asphalt used in HMA
- HMATT = HMA total tons placed
- X<sub>a</sub> = theoretical asphalt content from job mix formula expressed as percentage of the weight of dry aggregate

## Tack Coat

The Engineer calculates the quantity of asphalt in tack coat (Q<sub>tc</sub>) as either:

1. Asphalt binder using the asphalt binder total tons placed as tack coat
2. Asphaltic emulsion by applying the formula in "Asphaltic Emulsion" to the asphaltic emulsion total tons placed as tack coat

## Asphaltic Emulsion

The Engineer calculates the quantity of asphalt in asphaltic emulsions, including fog seals and tack coat, using the following formula:

$$Q_e = \text{AETT} \times (X_e / 100)$$

where:

- Q<sub>e</sub> = quantity in tons of asphalt used in asphaltic emulsions
- AETT = undiluted asphaltic emulsions total tons placed
- X<sub>e</sub> = minimum percent residue specified in Section 94, "Asphaltic Emulsions," of the Standard Specifications based on the type of emulsion used

You may, as an option, determine "X<sub>e</sub>" by submitting actual daily test results for asphalt residue for the asphaltic emulsion used. If you choose this option, you must:

1. Take 1 sample every 200 tons but not less than 1 sample per day in the presence of the Engineer from the delivery truck, at midload from a sampling tap or thief, and in the following order:
  - 1.1. Draw and discard the 1st gallon
  - 1.2. Take two separate 1/2-gallon samples
2. Submit 1st sample at the time of sampling
3. Provide 2nd sample within 3 business days of sampling to an independent testing laboratory that participates in the AASHTO Proficiency Sample Program
4. Submit test results from independent testing laboratory within 10 business days of sample date

## PAYMENT ADJUSTMENTS

The Engineer includes payment adjustments for price index fluctuations in progress pay estimates. If material containing asphalt is placed within 2 months during 1 estimate period, the Engineer calculates 2 separate adjustments. Each adjustment is calculated using the price index for the month in which the quantity of material containing asphalt subject to adjustment is placed in the work. The sum of the 2 adjustments is used for increasing or decreasing payment in the progress pay estimate.

The Engineer calculates each payment adjustment as follows:

$$PA = Q_t \times A$$

where:

PA = Payment adjustment in dollars for asphalt contained in materials placed in the work for a given month.

Qt = Sum of all quantities of asphalt-contained materials in pavement structural sections and pavement surface treatments placed (Qh + Qrh + Qmh + Qrap + Qtc + Qe + Qss + Qmab + Qo).

A = Adjustment in dollars per ton of asphalt used to produce materials placed in the work rounded to the nearest \$0.01.

For US Customary projects, use:

$A = [(Iu / Ib) - 1.05] \times Ib \times [1 + (T / 100)]$  for an increase in the crude oil price index exceeding 5 percent

$A = [(Iu / Ib) - 0.95] \times Ib \times [1 + (T / 100)]$  for a decrease in the crude oil price index exceeding 5 percent

For metric projects, use:

$A = 1.1023 \times [(Iu / Ib) - 1.05] \times Ib \times [1 + (T / 100)]$  for an increase in the crude oil price index exceeding 5 percent

$A = 1.1023 \times [(Iu / Ib) - 0.95] \times Ib \times [1 + (T / 100)]$  for a decrease in the crude oil price index exceeding 5 percent

Iu = California Statewide Crude Oil Price Index for the month in which the quantity of asphalt subject to adjustment was placed in the work.

Ib = California Statewide Crude Oil Price Index for the month in which the bid opening for the project occurred

T = Sales and use tax rate, expressed as a percent, currently in effect in the tax jurisdiction where the material is placed. If the tax rate information is not submitted timely, the statewide sales and use tax rate is used in the payment adjustment calculations until the tax rate information is submitted.

#### **5-1.08 AREAS FOR CONTRACTOR'S USE**

Attention is directed to the requirements specified in Section 7-1.19, "Rights in Land and Improvements," of the Standard Specifications and these Special Provisions.

The highway right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes that are not necessary to perform the required work.

No area is available within the contract limits for the exclusive use of the Contractor. However, temporary storage of equipment and materials on County property may be arranged with the Engineer, subject to the prior demands of County maintenance forces and to all other contract requirements. Use of the Contractor's work areas and other County-owned property shall be at the Contractor's own risk, and the County shall not be held liable for any damage to or loss of materials or equipment located within such areas.

The Contractor shall remove equipment, materials, and rubbish from the work areas and other County -- owned property which the Contractor occupies. The Contractor shall leave the areas in a presentable condition in conformance with the provisions in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

#### **5-1.09 PAYMENTS**

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

In determining the partial payments to be made to the Contractor, only the following listed materials will be considered for inclusion in the payment as materials furnished but not incorporated in the work:

- A. \_\_\_\_\_
- B. \_\_\_\_\_
- C. \_\_\_\_\_

Each application for payment shall be supported by data, as the Contract Administrator may require, substantiating Contractor's right to payment. Such substantiating data may include copies of requisitions from Subcontractors and material suppliers. All invoices or other payment documents must include the County of Santa Barbara Auditor-Controller contract number (This number will be assigned by the Auditor-Controller and appear on the Agreement). If the invoice does not properly reference the contract number, those invoices will be returned, delaying payment. Contractor shall declare under penalty of perjury at the end of each Application for 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."

"Date: \_\_\_\_\_

“(NAME OF APPLICANT)”

"BY: \_\_\_\_\_

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

**5-1.10 SUPPLEMENTAL PROJECT INFORMATION**

The Department makes the following supplemental project information available:

**Supplemental Project Information**

Means	Description
Included in the Information Handout	
Available for inspection at the District Office	
Available for inspection at the Transportation Laboratory	
Available for inspection at _____; telephone (____) - ____	
Available as specified in the Standard Specifications	Bridge as-built drawings

**5-1.11 WATER CONSERVATION**

Attention is directed to the various sections of the Standard Specifications and these special provisions which require the use of water for the construction of this project. Attention is also directed to the provisions of Section 7, "Legal Relations and Responsibility," of the Standard Specifications with regards to the Contractor's responsibilities for public convenience, public safety, preservation of property and responsibility for damage.

The Contractor's attention is directed to various Water District or Water Company Ordinances or regulations regarding prohibitions and restrictions on new water service connections for construction projects within the limits of the various Water District or Water Company boundaries.

Attention is directed to Section 17, "Watering," of the Standard Specifications regarding the use of nonpotable water.

Nothing in this section "Water Conservation" shall be construed as relieving the Contractor from furnishing an adequate supply of water required for the proper construction of this project in accordance with the Standard Specifications or these special provisions or relieving the Contractor from the legal responsibilities defined in said Section 7.

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall

be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.

Concrete slope protection, concreted-rock slope protection, minor structures, and miscellaneous concrete construction shall not be cured by using water. The cure for Structure Concrete shall not be cured by using water. The cure for Structure Concrete shall be accomplished by the forms in place method as described in Section 90-7, "Curing Concrete," of the Standard Specification, these Special Provisions, and the Santa Barbara County Air Pollution Control District requirements for curing concrete.

The water cure for bridge decks shall be accomplished with the use of a moisture retaining medium as described in Section 90-7.01A, "Water Method," of the Standard Specifications.

When ordered by the Engineer, a dust palliative conforming to the provisions of Section 18, "Dust Palliative," of the Standard Specifications shall be used to control dust on this project. Dust palliative ordered by the Engineer will be paid for as extra work in accordance with Section 4-1.03D of the Standard Specifications.

Attention is directed to Section 17-1.025, "Chemical Additives," of the Standard Specifications. When ordered by the Engineer, a chemical additive shall be added to water used for compaction. The additive shall be approved by the Engineer and shall be used in accordance with his instructions. Chemical additive ordered by the Engineer will be paid for as extra work in accordance with Section 4-1.03D of the Standard Specifications.

### **5-1.12 SUBCONTRACTING**

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the County of Santa Barbara may exercise the remedies provided under Pub Cont Code § 4110. The County of Santa Barbara may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

### **5-1.13 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS**

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. 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 Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the 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.

#### **5-1.14 PREVAILING WAGE RATES**

Rates of wages, including overtime, holiday and Sunday rates provided for the work are subject to the effect of Executive Orders of the President of the United States No. 9240, dated September 9, 1942, and No. 9250, dated October 3, 1942, and to any modifications thereof and to any and all lawful orders of the President or any authorized Federal Officer or agency, insofar as the same may be applicable to this Contract.

In accordance with the requirements of Labor Code Section 1770, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem or hourly wages for workers required to perform the subject work. A copy of the prevailing wage rate is on file with the Director of Community Services, County Engineering Building, 610 Mission Canyon Road, Santa Barbara, California, and is available for inspection.

Attention is directed to Section 7-1.01A(2), "Prevailing Wage," of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are on file at the office of the Department of Community Services Engineering Division, 610 Mission Canyon Road, Santa Barbara, CA 93105. Copies of these general prevailing wage rates shall be made available to any interested party on request. These wage rates are not included in the Proposal and Contract (Example) for the project. Changes, if any to the general prevailing wage rates will be available at the same location.

Contractor, and any subcontractor under his or her direction, shall pay not less than the said prevailing rates to all, laborers, workers and mechanics employed by them in the execution of the contract.

The prevailing wage rates are also available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/dlsr/pwd>.

#### **5-1.15 FINAL PAYMENT AND CLAIMS**

The first paragraph in Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications is amended to read:

**9-1.07B Final Payment and Claims** - Within FIFTEEN (15) days after acceptance by the Director of Community Services, the Contractor shall submit to the Engineer all outstanding Extra Work billings for work performed under contract change orders and supplemental work during the length of the project.

Within THIRTY FIVE (35) days after acceptance by the Director of Community Services, the Engineer will make a proposed final estimate and "Statement of Final Quantities," in writing, of the total amount payable to the Contractor, including therein an itemization of said amount, segregated as to Contract item quantities, extra work, and any other basis for payment, and shall also show therein all deductions made, or to be made for prior payments, and amounts to be kept or retained under the provisions of the Contract. All prior estimates and payments shall be subject to correction in the proposed "Statement of Final Quantities." The Contractor shall submit written approval, by his signature, said Statement of Final Quantities, or a written statement of all claims arising under or by virtue of the contract so that the Engineer receives such written approval or statement of claims no later than close of business of the thirtieth day after receiving the proposed final estimate. If the thirtieth day falls on a Saturday, Sunday or legal holiday, then receipt of such written approval or statement of claims by the Engineer shall not be later than close of business of the next business day. No claim will be considered that was not included in the written statement of claims, nor will any claim be allowed as to which a "Notice of Protest" is required under the provisions in Sections 4-1.03, "Changes," 8-1.06, "Time of Completion," 8-1.07, "Liquidated Damages," 5-1.116, "Differing Site Conditions," 8-1.10, "Utility and Non-Highway Facilities," and 9-1.04, "Notice of Potential Claim," unless the Contractor has complied with the notice or protest requirements in said sections.

### **5-1.16 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS**

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

### **5-1.17 PRECONSTRUCTION CONFERENCE**

Prior to commencing work, a preconstruction conference will be held at a time and location determined by the County.

### **5-1.18 EXTRA WORK**

Section 4-1.03D, "Extra Work," of the Standard Specifications is amended by adding the following between the second and third paragraphs:

Extra work, materials, resolution of disputes, corrections, and/or changes to the specifications as are required for the proper completion of the work or the improvement contemplated may be authorized and agreement made for compensation at the same rate per unit (or at a corresponding rate for work that is different from that provided for in the Contract Documents) by the Engineer, if compensation is not in excess of 10 percent of the original base agreement amount or \$25,000, or \$25,000 + 5 percent of the amount of the bid in excess of \$250,000, the total of changes not to exceed \$150,000, in accordance with Section 20142(a) and (b), and Section 20395(d) of the Public Contract Code. Extra work or changes in excess of these limits may be authorized by resolution or minute order of the Santa Barbara County Board of Supervisors. The Engineer shall determine, if necessary, appropriate additional time to be allowed for such extra work.

If, in the opinion of the Engineer, such work cannot reasonably be performed concurrently with other items of work, and if a controlling item of work is delayed thereby, an adjustment of contract time will be made. In no event shall County be liable for the cost of any extra work not approved in advance and in writing by the Engineer.

### **5-1.19 COUNTY'S RIGHT TO AUDIT**

Contractor shall maintain and make available all books, papers, job descriptions, records, detail costs, estimates, claims, and accounts, including payment, property, payroll, personnel, subcontractors, sub-subcontractors and financial records related to or which arise out of the Work or under the terms or conditions of the Contract. The form of record keeping shall be subject to approval by County. These books, papers, records, claims, and accounts shall be made available for examination during normal business hours by County or County's representative and shall be retained at Contractor's principal place of business in California for audit during normal business hours at such place for four (4) years after recording of the Notice of Completion of Project. Contractor shall provide an office to enable County and County's representative to conduct such audit.

### **5-1.20 HIGHWAY CONSTRUCTION EQUIPMENT**

The first paragraph of Section 7-1.01D, "Vehicle Code," of the Standard Specifications is amended to read:

Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that, within such areas as are within the limits of the project and are open to public traffic, the following requirements of the Vehicle Code will apply: the lighting requirements in Section 25803; the brake requirements in Chapter 3, Division 12; the splash apron requirements in Section 27600; and, when operated on completed or existing treated base, surfacing, pavement or structures, except as otherwise provided in Section 7-1.02, "Weight Limitations," the weight limitation requirements contained in Division 15.

#### **5-1.21 PROJECT APPEARANCE**

The Contractor shall maintain a neat appearance to the work.  
In areas visible to the public, the following shall apply:

- A. When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.
- B. Trash bins shall be furnished for debris from structure construction. Debris shall be placed in trash bins at least daily. Forms or falsework that are to be re-used shall be stacked neatly concurrently with their removal. Forms and falsework that are not to be re-used shall be disposed of concurrently with their removal.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

#### **5-1.22 RELATIONS WITH CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD**

This project lies within the boundaries of the Central Coast Regional Water Quality Control Board (RWQCB).

The State Water Resources Control Board (SWRCB) has issued to the Department a permit that governs storm water and non-storm water discharges from the Department's properties, facilities, and activities. The Department's permit is entitled "Order No. 99 - 06 - DWQ, NPDES No. CAS000003, National Pollutant Discharge Elimination System (NPDES) Permit, Statewide Storm Water Permit and Waste Discharge Requirements (WDRs) for the State of California, Department of Transportation (Caltrans)." Copies of the Department's permit are available for review from the SWRCB, Division of Water Quality, 1001 "I" Street, P.O. Box 100, Sacramento, California 95812-0100, Telephone fax: (916) 341-5463 and may also be obtained at:

[http://www.waterboards.ca.gov/water\\_issues/programs/stormwater/caltrans.shtml](http://www.waterboards.ca.gov/water_issues/programs/stormwater/caltrans.shtml)

The Department's permit references and incorporates by reference the current statewide general permit issued by the SWRCB entitled "Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002, Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbance Activities" that regulates discharges of storm water and non-storm water from construction activities disturbing one acre or more of soil in a common plan of development. Copies of the statewide permit and modifications thereto are available for review from the SWRCB, Division of Water Quality, 1001 "I" Street, P.O. Box 100, Sacramento, California 95812-0100, Telephone fax: (916) 341-5463 and may also be obtained at:

[http://www.waterboards.ca.gov/water\\_issues/programs/stormwater/](http://www.waterboards.ca.gov/water_issues/programs/stormwater/)

This project qualifies for the Environmental Protection Agency (EPA) Small Construction Erosivity Waiver since the site is between one and five acres in size and the R-factor is less than five (5). The Small Construction Erosivity Waiver is allowed under the current statewide general permit issued by the SWRCB entitled "Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002,



Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbance Activities." Copies of the statewide permit and modifications thereto are available for review from the SWRCB, Division of Water Quality, 1001 "I" Street, P.O. Box 100, Sacramento, California 95812-0100, Telephone fax: (916) 341-5463 and may also be obtained at:

[http://www.waterboards.ca.gov/water\\_issues/programs/stormwater/](http://www.waterboards.ca.gov/water_issues/programs/stormwater/)

Information on the EPA Small Construction Erosivity Waiver is available at:

<http://cfpub.epa.gov/npdes/stormwater/waiver.cfm>

The Contractor shall know and comply with provisions of Federal, State, and local regulations and requirements that govern the Contractor's operations and storm water and non-storm water discharges from the project site and areas of disturbance outside the project limits during construction. Attention is directed to Sections 7-1.01, "Laws to be Observed," 5-1.18, "Property and Facility Preservation," 7-1.12, "Indemnification and Insurance," and 9-1.07E(5), "Penalty Withholds," of the Standard Specifications.

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

### 5-1.23 FIRE PLAN

#### In case of emergency or fire contact 9-1-1

The Contractor shall cooperate with local fire prevention authorities in eliminating hazardous fire conditions and shall implement the following fire plan under the direction of the Engineer:

A. The Contractor shall be responsible for:

1. obtaining the phone number of the nearest fire suppression agency and providing this phone number to the Engineer as a first order of work,
2. immediately reporting to the nearest fire suppression agency fires occurring within the limits of the project,
3. preventing project personnel from setting open fires not part of the work.
4. preventing the escape of fires caused directly or indirectly as a result of project operations and extinguishing these fires.
5. informing the nearest fire station of scheduled work. Information should include a description of work and a general schedule of work. The Contractor shall also describe specific work that has potential fire risk. This includes but is not limited to welding, grinding, clearing with gas operated machinery, etc.

**The nearest Fire Station to the Guadalupe Dunes Road Project is the Santa Barbara County Fire Department, (Guadalupe Fire Department), located at (918 Obispo St., Guadalupe, CA. 93434) (805) (310-2761).**

6. obtaining any and all permits. For general information on Santa Barbara County Fire Department permit requirements please contact Goleta Headquarters office at (805) 681-5500. For USDA Forest Service Information visit website at: <http://www.fs.fed.us/r5/lospadres/>

B. Except for motor trucks, truck tractors, buses and passenger vehicles, the Contractor shall equip all hydro-carbon fueled engines, both stationary and mobile, including motorcycles, with spark arresters that meet United States Forest Service Standards as specified in the Forest Service Spark Arrester Guide and shall maintain the spark arresters in good operating condition. Spark arresters are not required by the State Department of Forestry or the United States Forest Service on equipment powered by properly maintained exhaust-driven turbo-charged engines or when equipped with scrubbers with properly

maintained water levels. The Forest Service Spark Arrester Guide is available at the District Offices of the Department of Transportation.

- C. Toilets shall have a metal receptacle, at least 6 inches in diameter by 8 inches deep, half-filled with sand for ashes and discarded smokes, and within easy reach of anyone utilizing the facility.
- D. Equipment service areas, parking areas and gas and oil storage areas shall be located so that there is no flammable material within a radius of at least 50 feet of these areas. Small mobile or stationary engine sites shall be cleared of flammable material for a radius of at least 15 feet from the engine.
- E. The areas to be cleared and grubbed shall 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. The first order of work shall be to clear a fire break at the outer limits of the areas to be cleared and grubbed. Other fire breaks may be ordered by the Engineer and will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.
- F. The Contractor shall furnish each piece of equipment with the following:
  - 1. one shovel and one fully charged fire extinguisher UL rated at 4 B:C or more on each truck, personnel vehicle tractor, grader or other heavy equipment,
  - 2. one shovel and one back-pack 5-gallon water filled tank with pump for each welder,
  - 3. one shovel or one chemical pressurized fire extinguisher, fully charged, for each gasoline-powered tool, including but not limited to chain saws, soil augers, rock drills, etc. The required fire tools shall, at no time, be farther than 25 feet from the point of operation of the power tool. Fire extinguishers shall be of the type and size required by the California Public Resource Code, Section 4431, and the California Administrative Code, Title 14, Section 1234,
  - 4. shovels shall be size "O" or larger and shall be not less than 46 inches in length.
- G. The Contractor shall furnish a fully functional water truck with a capacity of 2,000 gallons a pickup truck and driver that will be available for fire control during working hours and as specified herein.
  - 1. The water truck shall be equipped with 10 shovels, 5 axes, 2 back-pack 5-gallon water-filled tanks with pumps, or other fire tools substituted on a one to one basis at the option of the Contractor and approved by the Engineer.
  - 2. The tank of the water truck shall remain full at all times and the truck shall be equipped with 200 feet of 1.5" hose along with a fire nozzle.
  - 3. In addition to being available at the site of the work, the water truck and operator shall patrol the area of construction for not less than one-half hour after the shutdown of the work.
- H. The Contractor shall be aware of the Fire Index and conform to the following:
  - 1. The Wild Land Fire Danger Rating System established by the United States Forest Service and the State of California Department of Forestry is designed to estimate the relative effect of weather on the several aspects of fire behavior, such as spread, intensity, and ignition.
  - 2. The combination of these effects makes up the Fire Index, the severity of which is as follows:

LOW MEDIUM HIGH VERY HIGH EXTREME
  - 3. Arrangements have been made with the United States Forest Service and the Department of Forestry to notify the Department of Transportation when the Fire Index is "Very High" or "Extreme" within numbered Fire Danger areas as shown on maps furnished by the Department of Transportation. This information will be furnished to the Engineer, who will notify the Contractor for dissemination and action in the area affected.
  - 4. When the Fire Index reaches "Very High," the following conditions will prevail:

Falling of dead trees or snags shall be discontinued.
No open burning will be permitted; fires shall be extinguished.
Welding shall be discontinued except in an enclosed building or within an area cleared of flammable material for a radius of 15 feet.
Blasting shall be discontinued.
Smoking will be permitted 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.
Vehicular travel will be restricted to cleared areas except in case of emergency.

5. When the Fire Index reaches "Extreme," the following precautions shall be taken in addition to the conditions specified above:

Work of a nature which could start a fire shall require that properly equipped fire guard(s) be assigned to such an operation for the duration of the work.
Smoking will be permitted only in automobiles and truck cabs equipped with an ashtray, unless prohibited by other authority.

If the project is shut down or partially shut down on account of hazardous fire conditions, working days during such period will be determined in the same manner as provided in Section 8-1.06, "Time of Completion," of the Standard Specifications for shutdowns due to weather.

If field and weather conditions become such that the determination of the Fire Index is suspended, the provisions under items "G" and "H" of this section will not be enforced for the period of the suspension of the determination of the Fire Index. The Engineer will notify the Contractor of the dates of the suspension and resumption of the determination of the Fire Index.

Full compensation for conforming to the provisions herein shall be considered as included in the prices paid for the various contract items of work and no separate payment will be made therefor.

#### **5-1.24 NONHIGHWAY FACILITIES (INCLUDING UTILITIES)**

During the progress of the work under this Contract, the utility owner will relocate a utility shown in the following table within the corresponding number of days shown. Notify the Engineer before you work within the approximate location of a utility shown. The days start on the notification date.

**Utility Relocation and Department-Arranged Time for the Relocation**

Utility	Location	Days
Summerland Sanitary District Jim Mc Manus (805) 969-4344	1) Adjust to grade Sewer Manhole (SMH) near Ortega Hill Road STA 5+00 2) Adjust to grade Sewer Clean Out approx 32' right of STA 9+00 3) Adjust to grade and install eccentric cone to relocate SMH out of new gutter near Lillie Avenue STA 34+70	1) 2 days 2) 1 day 3) 3 days
Montecito Water District Laura Menahen (805) 969-2271	1) Adjust water valves and water meters to grade per plans 2) Approx 35' right of STA 6+20 Ortega Hill Road: Adjust Water Meter to new sidewalk grade and relocate RPBFP and hose bib assembly onto adjacent property 3) Relocate Fire Hydrant in northwest curb return at Lillie Avenue/Greenwell Avenue intersection	1) 3 days 2) 3 day 3) 5 days
So. Cal Gas Company Karl Monteleone 805-681-7945	Adjust to grade and install under-sidewalk utility vault for existing gas assembly approx. 40' right of STA 6+60 Ortega Hill Road	4 days
AT&T California Ron Lozano 626-308-4102	1) Adjust to grade Utility Manhole (MH) near Ortega Hill Road STA 4+95 2) Adjust to grade Utility Manhole (MH) near Ortega Hill Road STA 5+95	1) 3 days  2) 3 days
SCE Mark Johnson (805) 338-0753	Underground Utility Vault Connections	3 days

**5-1.25 SURFACE MINING AND RECLAMATION**

Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with the Surface Mining and Reclamation Act of 1975.

The requirements of this section shall apply to all materials furnished for the project, except for acquisition of materials in conformance with Section 4-1.05, "Use of Materials Found on the Work," of the Standard Specifications.

**5-1.26 AIR POLLUTION CONTROL**

Air pollution control shall conform to the provisions in Section 7-1.01F, "Air Pollution Control" of the Standard Specifications and these Special Provisions.

The Contractor is advised that there are certain items of work that may require an **Air Pollution Control District** permit for materials and equipment. Prospective bidders are hereby notified that no provisions have been made in the Contract for time delays or cost reimbursement for Air Pollution Control District permits, and that significant cost and delay to the Contractor may be incurred as a result of the Contractor not having obtained the required permits in a timely manner.

The Santa Barbara County Air Pollution Control District (APCD) recommends that the Contractor implement the following air quality mitigation measures to reduce construction equipment emissions:

1. Construction equipment engines shall be the minimum practical size.

2. Efficient management practices shall be used to ensure that the amount of construction equipment operating simultaneously is minimized.
3. Gasoline or Diesel powered equipment including motor vehicles shall not be left with their engines running at idle unless absolutely necessary.
4. Construction equipment shall be properly maintained and tuned per the manufacturer's specifications:
  - a) Gasoline-powered Construction equipment operating onsite shall have the ignition timing retarded two to four degrees or use precombustion chamber engines.
5. Catalytic converters shall be installed on all gasoline-powered equipment, where feasible.
6. Diesel catalytic converters shall be installed, if available.

If you have any questions regarding these recommendations, please call the APCD Technology and Environmental Assessment Division at (805) 961-8800.

Attention is directed to Section 10, "Dust Control" of the Standard Specifications and to the Section entitled "Dust Control" elsewhere in these special provisions regarding dust control measures and requirements.

Full compensation for complying with the provisions in Section 7-1.01F, "Air Pollution Control," of the Standard Specifications and this Section entitled "Air Pollution Control" of these Special Provisions shall be considered as included in the Contract prices paid for the various Contract items of work involved, and no separate payment will be made therefor.

### **5-1.27 INDEMNIFICATION**

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgements or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgements or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

### **5-1.28 INSURANCE REQUIREMENTS**

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance. Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by Department of Industrial Relations for State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.
2. General and Automobile Liability Insurance. The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the Contractor in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder.

CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, employees, and agents shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention [SIR] over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the contractor may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY'S Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonably based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

#### **5-1.29 COMPLIANCE WITH ONE CALL UNDERGROUND SERVICE ALERT**

The Contractor's attention is directed to Sections 4215 through 4217, of the Government Code of the State of California.

This requires that Two (2) working days prior to commencing any excavation that "Underground Service Alert of Southern California" be notified by telephone, **Toll Free: 1 (800) 422-4133 or 1 (800) 227-2600**, for the assignment of an "Inquiry Identification Number."

No excavation or pavement resurfacing shall commence, and this Contract shall be deemed invalid, unless the Contractor has obtained the "Inquiry Identification Number," and has furnished it to the Engineer.

### **5-1.30 TRENCH SAFETY**

The Contractor's attention is directed to the provisions of Section 5-1.02A, "Trench Excavation Safety Plans," Section 7-1.01E, "Trench Safety," Section 7-1.06, "Safety Health Provisions," of the Standard Specifications and these Special Provisions.

The Contractor shall possess a Permit Application and Job Notification Form (Construction, Demolition, Trenches, Excavation, Building, Structures, Falsework, Scaffolding), Form Cal/OSHA S-691 (Of Current Revision Date)

Particular attention is directed to the requirements of Sections 1503, 1504 and 1541 of the Division of Industrial Safety Construction Safety Orders.

### **5-1.31 SAFETY DEVICES**

The Contractor's attention is directed to and the Contractor shall follow the safety guide-lines of the State of California "California Code of Regulations," Title 8, "Industrial Relations," in particular Chapter 4, "Division of Industrial Safety," Subchapter 4, "Construction and Safety Orders," Article 8. "Explosives," Article 11, "Vehicles, Traffic Control Flaggers, Barricades, and Warning Signs," Section 1597, "Jobsite Vehicles," Section 1598, "Traffic Control for Public Streets and Highways," Section 1599, "Flaggers," and the Standard Specifications and these Special Provisions.

#### **CONSTRUCTION WORKERS**

The Contractor's employees shall when on foot within the limits of the project or exposed to vehicular traffic shall wear orange, strong yellow-green, or fluorescent versions of these colored warning garments such as vests, jackets, or shirts. During rainy weather the Contractor's employees when on foot within the limits of the project or exposed to vehicular traffic may wear orange, strong yellow-green, or yellow rainwear.

All Contractor's employees shall wear hard hats.

During hours of darkness, warning garments shall be retroreflective. The retroreflective material shall be visible at a minimum of 1,000 feet (305 meters). The retroreflective clothing, or the retroreflective material added to the clothing, shall have a minimum of one horizontal stripe around the torso. The retroreflective safety apparel shall be designed to clearly identify the wearer as a person. White outer garments with retroreflective material that meets the above requirements may be worn during hours of darkness in lieu of colored vests, jackets and/or shirts.

#### **FLAGGERS**

For daytime and nighttime activity, flaggers shall wear apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel" and labeled as meeting ANSI 107-1999 standard performance for Class 2 risk exposure. The apparel background (outer) material color shall be either fluorescent orange-red, or fluorescent yellow-green as defined in the standard. The retroreflective material shall be orange, yellow, white, silver, yellow-green, or a fluorescent version of these colors, and shall be visible at a minimum distance of 300 meters {1000 feet}. The retroreflective safety apparel shall be designed to clearly identify the wearer as a person.

For nighttime activity, the Contractor is encouraged to require safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel" and labeled as meeting ANSI 107-1999 standard performance for Class 3 risk exposure for flagger wear (instead of Class 2 safety apparel as described in the Standard above).

All flaggers shall wear white hard hats.

The Contractors attention is directed to The Manual on Uniform Traffic Control Devices for Streets and Highways, **2010 Edition (MUTCD)** is administered by the Federal Highway Administration. This can be found on the Internet at the following address:

[http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/ca\\_mutcd2010.htm](http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/ca_mutcd2010.htm)

### **5-1.32 PERMITS AND LICENSES**

The Contractor's attention is directed to Section 7-1.04, "Permits and Licenses," of the Standard Specifications and to the Section entitled "Air Pollution Control," these Special Provisions.

Any copies of permits obtained from other Agencies will be found in the Section entitled " Permits and Agreements" of these General and Special Provisions.

**There is a Coastal Development Permit which is under review and expected to be approved on December 19, 2011. Once approved we will add it to the Special Provisions as an Addendum. You will be notified by E-mail, once you are a Registered Plan Holder, of any changes, added reports or addenda to this project.**

Full compensation for all materials, tools, labor and any incidentals necessary for implementing and following all guidelines, conditions and restrictions of the Coastal Development Permit as well as any required tax, sales tax, permit or license fee shall be covered under all various items of work and no additional compensation shall be made therefore.

### **5-1.33 ERRORS, INCONSISTENCIES AND OMISSIONS**

Attention is directed to Section 5-1.04, "Coordination and Interpretation of the Plans, Standard Specifications and Special Provisions," and these Special Provisions.

The Contractor shall study and compare all drawings, specifications and instructions. The Contractor shall immediately upon finding any errors, inconsistency, or omissions report them to the County at (805) 568-3000. and follow Engineer's instructions in regard thereto.

Questions regarding the bidding process and bid documents must be directed to the County at (805) 568-3000.

When an addendum is issued the Bidders (Plan Holders of Record) will be notified by E-Mail that there is an addendum. The Contractor shall send a response to the County upon receipt of the E-Mail. The addendum will no longer be mailed to each plan holder of record unless the County deems it necessary due to the time sensitivity of the addendum, but a copy of the addendum will also be available on the County Website:

<http://www.countyofsb.org/pwd/roads/engsec/bidinfo/>

**When an addendum is issued during the week of the bid opening, a delay of one (1) week in bid opening may be required.**

### **5-1.34 MATERIAL SAFETY DATA SHEETS FOR HAZARDOUS MATERIALS**

The Contractor shall provide Material Safety Data Sheets to the Engineer for all materials to be used during construction at the preconstruction conference or ten (10) days prior to their arrival, use or installation at the project site. The Contractor's authorized representative shall have copies of the Material Safety Data Sheets in his possession at all times, in vehicles used for hauling, applying or placing Hazardous Materials and shall be available to all Employees during every work shift or posted on the project bulletin board (if there is a job site bulletin board).

### **5-1.35 POLICY ON DRUGS AND ALCOHOL**

The Contractor shall have an implemented Policy on Drugs and Alcohol conforming to Federal Regulation 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs.

A copy of your company's Policy on Drugs and Alcohol conforming to Federal Regulation 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs, shall be returned to the County with your executed Contract Documents

### **5-1.36 INJURY AND ILLNESS PREVENTION PROGRAM**

Per Cal-Osha Regulations and the State of California, "California Code of Regulations," Title 8. "Industrial Relations," the Contractor shall have an implemented Injury and Illness Prevention Program.

The Injury and Illness Prevention Program shall also include as a minimum:

- A. Safety Manual
- B. Jobsite Checklist
- C. Equipment Safety Checklist
- D. Tailgate Safety Meetings
- E. Permit Application and Job Notification Form (Construction, Demolition, Trenches, Excavation, Building, Structures, Falsework, Scaffolding) Form Cal/OSHA S-691 (Of Current Revision Date)



A copy of your company's Injury and Illness Prevention Program shall be returned to the County with your executed Contract Documents.

### **5-1.37 COUNTY GRADING ORDINANCE**

The Contractor's attention is directed to the requirements of the Santa Barbara County Grading Ordinance, and the Santa Barbara County Flood Control and Water Conservation District Ordinance No. 35, making unlawful, the dumping of debris or other materials in a water course so as to obstruct or impede the normal flow of water therein.

Copies of these Ordinances are available at the Santa Barbara County Planning and Development Department and the Water Resources Division of the Santa Barbara County Department of Public Works located at 123 East Anapamu Street, Santa Barbara, California 93101.

### **5-1.38 PRESERVATION OF MONUMENTS**

The Contractor's attention is directed to Chapter 28 of the County Code and County of Santa Barbara Ordinance No. 1491, Excavation and County Roads. Copies of the Ordinance are available on our Website at the following address:

<http://www.municode.com/Library/clientCodePage.aspx?clientID=7622>

## **COUNTY OF SANTA BARBARA ORDINANCE NO. 1491 EXCAVATION AND COUNTY ROADS**

### **SECTION 48 - PRESERVATION OF MONUMENTS**

Any monument set for the purpose of locating or preserving the lines of any road or property subdivision, or a precise survey reference point, or a permanent survey bench mark within the County shall not be removed or disturbed or caused to be removed or disturbed without first obtaining permission in writing from the Commissioner to do so. Before monuments, reference points and bench marks are disturbed, or removed; they shall be tied out by a Licensed Surveyor or Registered Civil Engineer or under the Directions of same. After completion of the work, the monuments, reference points and bench marks shall be accurately reset at the expense of the permittee.

The Contractor shall be responsible for protecting all of the property monuments.

Full compensation for complying with the County Of Santa Barbara Ordinance No. 1491, Excavation And County Roads and Section 48 - Preservation Of Monuments, including replacing and filing the appropriate records, shall be considered as included in the prices paid for various contract items of work that disturb, move, damage, or destroy the property monuments and no additional compensation will be allowed therefor.

### **5-1.39 BUY AMERICA REQUIREMENTS –**

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron

materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

## **SECTION 6. (BLANK)**

## **SECTION 7. (BLANK)**

## **SECTION 8. MATERIALS**

### **SECTION 8-1. MISCELLANEOUS**

A list of prequalified and Tested Signing and Delineation Materials can be found at:

[http://www.dot.ca.gov/hq/esc/oe/specifications/SSPs/2002-SSPs/Updates/2003-09%20updates/S8-M03\\_A09-12-03\\_DU.doc](http://www.dot.ca.gov/hq/esc/oe/specifications/SSPs/2002-SSPs/Updates/2003-09%20updates/S8-M03_A09-12-03_DU.doc)

The contractor may request this list from the County if it is unavailable at the web address above.

#### **8-1.01 GENERAL**

The Contractor's attention is directed to the provisions of Section 6, "Control of Materials," of the Standard Specifications. Certificates of Compliance, with the project number clearly shown thereon, are required for all materials incorporated in the project.

No materials shall be incorporated into the project without first presenting evidence of testing, and complying with release procedures, or without first submitting a Certificate of Compliance with the delivered materials.

The Project Number, Item Number, and Statement of Compliance with the Project Specification shall appear on all Certificates of Compliance.

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

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

#### **8-1.02 RELATIVE COMPACTION (95 PERCENT)**

The first paragraph of Section 19-5.03, "Relative Compaction (95 percent)," of the Standard Specifications is amended to read:

Relative compaction of not less than 95 percent shall be obtained for a minimum depth of 0.75-foot below the grading plane for the width between the outer edges of shoulders, whether in excavation or embankment, or for a minimum depth of 0.75-foot below the grading plane for the width between the existing curbs and gutters, and sidewalk.

The requirements of the second paragraph of Section 19-5.03, "Relative Compaction (95 percent)," of the Standard Specifications shall not apply.

Delete all references to Test Method California 216.

The Standard Test for maximum density and optimum moisture content shall be ANSI/ASTM D 1557-(Of Current Date). The determination of moisture content of soil, and soil aggregate in place, shall be determined by ASTM D 3017-(Of Current Date). The density of soil in place will be determined by ASTM D 2922-(Of Current Date).

### **8-1.03 COUNTY FURNISHED MATERIALS**

Attention is directed to Section 6-1.02, "State Furnished Materials," of the Standard Specifications and these Special Provisions.

#### **MEASURE D SIGN SSP**

Streets and roads shall be posted by the Contractor with 5 Contractor provided barricades and County provided Measure 'D' project identification signs shall be placed at various locations as directed by the by the Engineer. Signs shall be posted a prior to placing slurry seal and removed after slurry seal operations are complete.

Contractor shall place County furnished magnetic Measure 'D' project identification signs on equipment and trucks as directed by the Engineer.

Full compensation for furnishing all labor, materials (except the County provided Measure 'D' project identification signs), tools, equipment, and incidentals required to post the Measure 'D' project identification signs shall be considered as included in the contract price paid per the various items of work involved and no additional compensation will be allowed therefor.

#### **NO PARKING SIGNS**

The County will furnish No Parking signs and dating banner strips as required and as determined by the Engineer.

The Contractors attention is directed to Section 10-1.01, "Order of Work" of these General and Special Provisions.

#### **PAVEMENT MARKING STENCILS**

One set of stencils required for pavement markings will be furnished by the County to the Contractor, FREE OF CHARGE.

The stencils will be made available to the Contractor at the County of Santa Barbara, Road Maintenance Yard located at 4415 Cathedral Oaks Road (for the South County) and 912 West Foster Road (for the Central and North County).

The Contractor shall make arrangements in writing with the Engineer, to take possession of the set of stencils for use on the project, 5 working days in advance of their intended use.

The Contractor shall be responsible for maintaining and protecting the County furnished stencils from any damage whatsoever during the time the stencils are in the possession of the Contractor. When no longer required for the work, the Contractor shall clean, repair, load, haul and unload the stencils at the County Corporation Yard from which they were obtained. The Contractor shall pay to the County the entire cost of replacement for lost or damaged stencils that have been County-provided to the Contractor.

Full compensation for loading, hauling, maintaining and protecting the County furnished stencils from any damage whatsoever during the time the stencils are in the possession of the Contractor including cleaning, repair, load, haul and unload the stencils at the County Corporation Yard from which they were obtained shall be considered as included in the contract lump sum paid for "Paint Pavement Markings (2-Coat)," and no additional compensation will be allowed therefor.

### **8-1.04 ENGINEERING FABRICS**

Engineering fabrics shall conform to the provisions in Section 88, "Engineering Fabrics," of the Standard Specifications and these special provisions.

Filter fabric for this project shall be ultraviolet (UV) ray protected.

The requirement that ultraviolet (UV) treated fabrics be submitted to the Transportation Laboratory at least 45 days prior to use shall not apply.

## **SECTION 8-2. CONCRETE**

### **8-2.01 PORTLAND CEMENT CONCRETE**

Portland cement concrete shall conform to the provisions in Section 90, "Portland Cement Concrete," of the Standard Specifications and these special provisions.

The Department maintains a list of sources of fine and coarse aggregate that have been approved for use with a reduced amount of supplementary cementitious material in the total amount of cementitious material to be used. A source of aggregate will be considered for addition to the approved list if the producer of the aggregate submits to the Transportation Laboratory certified test results from a qualified testing laboratory that verify the aggregate complies with the requirements. Before the testing starts, the aggregate test shall be registered with the Department. A registration number can be obtained by calling (916) 227-7228. The registration number shall be used as the identification for the aggregate sample in correspondence with the Department. Upon request, a split of the tested sample shall be provided to the Department. Approval of aggregate will depend upon compliance with the specifications, based on the certified test results submitted, together with any replicate testing the Department may elect to perform. Approval will expire 3 years from the date the most recent registered and evaluated sample was collected from the aggregate source.

Qualified testing laboratories shall conform to the following requirements:

1. Laboratories performing ASTM Designation: C 1293 shall participate in the Cement and Concrete Reference Laboratory (CCRL) Concrete Proficiency Sample Program and shall have received a score of 3 or better on each test of the previous 2 sets of concrete samples.
2. Laboratories performing ASTM Designation: C 1260 shall participate in the Cement and Concrete Reference Laboratory (CCRL) Pozzolan Proficiency Sample Program and shall have received a score of 3 or better on the shrinkage and soundness tests of the previous 2 sets of pozzolan samples.

Aggregates on the list shall conform to one of the following requirements:

1. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1293, the average expansion at one year shall be less than or equal to 0.040 percent; or
2. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1260, the average of the expansion at 16 days shall be less than or equal to 0.15 percent.

If the aggregates used in the concrete are on the Department's list, the minimum amount of supplementary cementitious material shall conform to the following:

1. If fly ash or natural pozzolan conforming to the provisions in Section 90-2.01C, "Required Use of Supplementary Cementitious Materials," of the Standard Specifications is used, the minimum amount of supplementary cementitious material shall be 15 percent by weight of the total cementitious material; or
2. If silica fume conforming to the provisions in Section 90-2.01C, "Required Use of Supplementary Cementitious Materials," of the Standard Specifications is used, the minimum amount of supplementary cementitious material shall be 7 percent by weight of the total cementitious material.

The limitation on tricalcium silicate (C<sub>3</sub>S) content in Type II cement specified in Section 90-2.01A, "Cement," of the Standard Specifications shall not apply.

## **SECTION 9. (BLANK)**

## **SECTION 9. DESCRIPTION OF BRIDGE WORK**

## **SECTION 10. CONSTRUCTION DETAILS**

## SECTION 10-1. GENERAL

### 10-1.01 ORDER OF WORK

Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these special provisions.

The Contractor's attention is directed to Section 7-1.08, "Public Convenience," to Section 7-1.09, "Public Safety," of the Standard Specifications and to the "Public Safety," and "Maintaining Traffic" elsewhere in these special provisions, and these special provisions.

Nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.09, "Public Safety."

**Prior to any contract work beginning, the park shall be closed down to any public access throughout the life of the project to allow the contractor the ability for quick completion and foregoing extra traffic control costs, as well as giving the contractor a place to store equipment nearby.**

The Contractor's attention is directed to the Section entitled "Compliance With One Call Underground Service Alert," elsewhere in these special provisions.

### 10-1.02 QUANTITY CHANGES

The provisions in the following Sections of the Standard Specifications SHALL NOT apply to this Contract:

4-1.03B	"Increased or Decreased Quantities"
4-1.03B(1)	"Increases of More Than 25 Percent"
4-1.03B(2)	"Decreases of More Than 25 Percent"
4-1.03C	"Changes in Character of Work"

The County reserves the right to increase, decrease or entirely eliminate contract items of work in this Contract without penalty.

However, the provisions in Section 4-1.03B(3) "Eliminated Items," SHALL apply.

### 10-1.03 DISPOSITION OF HUMAN SKELETAL REMAINS AND ASSOCIATED GRAVE GOODS

If human skeletal remains are uncovered in the course of excavations, the County Coroner should be promptly notified pursuant to CEQA Guidelines Section 15064.5, and PRC Section 5097.98. The County Coroner should allow the remains to be expeditiously studied under the direction of a professional physical anthropologist. If the remains are determined to be American Indian, consultations should take place between the landowner and Native Americans most likely to have descended from the deceased Native Americans. The disposition of the remains shall be up to the discretion of the affected Native Americans and may be left in situ or reburied outside of the archaeological site in accordance with Native American religious beliefs. Caution should be exercised when reburial takes place so that areas of intact archaeological deposits are not disturbed.

### 10-1.04 ACCIDENTAL DISCOVERY OF CULTURAL RESOURCES

If cultural resources are uncovered in the course of excavations, work shall cease in the area of the find but may continue on other parts of the construction site while evaluation and necessary mitigation takes place, pursuant to CEQA Guidelines Section 15064.5(f).

### 10-1.05 SUPPLEMENTAL WORK PAYMENTS

The cost of furnishing all flaggers shall be borne equally by the County of Santa Barbara and the Contractor in accordance with the provisions of Section 12-2.02, "Flagging Costs" of the Standard Specifications and these Special Provisions. That portion of the dollar amount designated as "Supplemental Work (Public Convenience And Safety, County Portion)," in the "Contract Proposal" on the "Bid Summary Sheets" used for "Traffic Control (Flag-

ging)" shall be considered to be the maximum equal share payment to be made to the Contractor for Traffic Control (Flagging), and shall be set aside and designated only for this purpose.

The provisions in the following Sections of the Standard Specifications SHALL NOT apply to this item of work designated in the "Contract Proposal" and on the "Bid Summary Sheets" as Supplemental Work:

- |            |                                     |
|------------|-------------------------------------|
| 4-1.03B    | "Increased or Decreased Quantities" |
| 4-1.03B(1) | "Increases of More Than 25 Percent" |
| 4-1.03B(2) | "Decreases of More Than 25 Percent" |

The County reserves the right to increase, decrease or entirely eliminate the "Supplemental Work" items in this Contract without penalty.

The Contractors attention is directed to the Section entitled "Subcontracting" of these Special Provisions.

The total amount shown in the "Contract Proposal" on the "Bid Summary Sheets" for "Supplemental Work (Public Convenience And Safety, County Portion)," shall include full compensation for the County's Portion for furnishing all flaggers, pilot car and driver as required, materials, tools, equipment and incidentals and for doing all the work involved in furnishing and transporting all flaggers as shown on the plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

*966070 SUPPLEMENTAL WORK (PUBLIC CONVENIENCE AND SAFETY, COUNTY PORTION) - LS*

The total amount shown in the "Contract Proposal" on the "Bid Summary Sheets" for *Supplemental Work (Water Pollution Control Maintenance Sharing), Supplemental Work (Additional Water Pollution Control), Supplemental Work (Storm Water Sampling And Analysis), Supplemental Work (Right of Way Obligations), Supplemental Work (Environmental Obligations), and Supplemental Work (Portable Changeable Message Sign)*, shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in *Supplemental Work (Water Pollution Control Maintenance Sharing), Supplemental Work (Additional Water Pollution Control), Supplemental Work (Storm Water Sampling And Analysis), Supplemental Work (Right of Way Obligations), Supplemental Work (Environmental Obligations), and Supplemental Work (Portable Changeable Message Sign)*, complete in place as shown on the plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

*966080 SUPPLEMENTAL FUNDS (ASPHALT PRICE INDEX) – LS*

## **10-1.06 CONTRACTORS SITE - SPECIFIC HEALTH AND SAFETY PLAN**

Contractors site-specific health and safety plan shall conform to the provisions in Section 7-1.02K(6), "Occupational Safety and Health Standards," of the standard specifications and these special provisions.

Contractor shall furnish to Engineer a site-specific health and safety plan a minimum of 10 working days prior to the first scheduled working day.

Flaggers while on duty and assigned to traffic control or to give warning to the public that the highway is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in conformance with Part 6 of the MUTCD and of the MUTCD California Supplement. The equipment shall be furnished and kept clean and in good repair by the Contractor at the Contractor's expense.

Full compensation for furnishing and implementation of the Contractors site-specific health and safety plan including: furnishing the site-specific health and safety plan, implementation the site-specific health and safety plan, personal protection equipment, and IIPP shall be considered as included in the prices paid for the various contract items of work and no separate payment will be made therefor.

## **10-1.07 WATER POLLUTION CONTROL**

### **GENERAL**

#### **Summary**

Section 13-1- includes general specifications for preventing, controlling, and abating water pollution in streams, waterways, and other bodies of water.

Information on forms, reports, and other documents can be found in the Department of Transportation (Caltrans) manuals:

1. *Field Guide for Construction Site Dewatering*
2. *Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual*
3. *Construction Site Best Management Practices (BMP) Manual*
4. *Construction Site Monitoring Program (CSMP) Guidance Manual*

For the above-referenced manuals, go to the Caltrans Web site for the Division of Construction, Storm Water and Water Pollution Control Information or the Caltrans publication distribution unit.

Do not start job site activities until:

1. The WPCP or SWPPP is authorized.
2. The waste discharge identification number is issued if the project requires a SWPPP.
3. WPCP or SWPPP review requirements have been fulfilled. If the RWQCB requires time for review, allow 30 days for the review.

If you operate a Contractor-support facility, protect stormwater systems or receiving waters from the discharge of potential pollutants by using water pollution control practices.

Contractor-support facilities include:

1. Staging areas
2. Storage yards for equipment and materials
3. Mobile operations
4. Batch plants for PCC and HMA
5. Crushing plants for rock and aggregate
6. Other facilities installed for your convenience, such as haul roads

Discharges from manufacturing facilities, such as batch plants and crushing plants, must comply with the general waste discharge requirements for *Order No. 97-03-DWQ, NPDES General Permit No. CAS000001*, issued by the State Water Resources Control Board for "*Discharge of Storm Water Associated with Industrial Activities Excluding Construction Activities*" and referred to herein as "General Industrial Permit." For the General Industrial Permit, go to the Web site for the State Water Resources Control Board.

If you operate a batch plant to manufacture PCC, HMA, or other material or a crushing plant to produce rock or aggregate, obtain coverage under the General Industrial Permit. You must be covered under the General Industrial Permit for batch plants and crushing plants located:

1. Outside of the job site
2. Within the job site that serve 1 or more contracts

If you obtain or dispose of material at a noncommercially operated borrow or disposal site, prevent water pollution due to erosion at the site during and after completion of your activities. Upon completion of your work, leave the site in a condition such that water will not collect or stand therein.

The Department does not pay for water pollution control practices at Contractor-support facilities and noncommercially operated borrow or disposal sites.

#### **Definitions**

**active area:** Area where soil-disturbing work activities have occurred at least once within 15 days.

**construction phase:** Includes (1) highway construction phase for building roads and structures, (2) plant establishment and maintenance phase for placing vegetation for final stabilization, and (3) suspension phase for suspension of work activities or winter shutdown. The construction phase continues from the start of work activities to Contract acceptance.

**inactive area:** Area where soil-disturbing work activities have not occurred within 15 days.

**normal working hours:** Hours you normally work on the project.

**qualifying rain event:** Storm that produces at least 0.5 inch of precipitation with a 48-hour or greater period between rain events.

**storm event:** Storm that produces or is forecasted to produce at least 0.10 inch of precipitation within a 24-hour period.

### **Submittals**

Within 48 hours after the conclusion of a storm event resulting in a discharge, after a nonstormwater discharge, or after receiving a written notice or an order from the RWQCB or another regulatory agency, the WPC manager must submit the following information:

1. Date, time, location, and nature of the activity and the cause of the notice or order
2. Type and quantity of discharge
3. Water pollution control practices in use before the discharge or before receiving the notice or order
4. Description of water pollution control practices and corrective actions taken to manage the discharge or cause of the notice

Submit water pollution control training records for all employees and subcontractors who will be working at the job site as an informational submittal. Include the training subjects, training dates, ongoing training, and tailgate meetings with your submittal. Submit records for:

1. Existing employees within 5 business days of obtaining SWPPP or WPCP authorization
2. New employees within 5 business days of receiving the training
3. Subcontractor's employees at least 5 business days before a subcontractor starts work

At least 5 business days before operating any Contractor-support facility, submit:

1. A plan showing the location and quantity of water pollution control practices associated with the Contractor-support facility
2. A copy of the notice of intent approved by the RWQCB and the WPCP or SWPPP approved by the RWQCB if you will be operating a batch plant or a crushing plant under the General Industrial Permit

### **Quality Control and Assurance**

#### **General**

#### **Training**

Employees must receive initial water pollution control training before starting work at the job site.

For your project managers, supervisory personnel, subcontractors, and employees involved in water pollution control work:

1. Provide stormwater training in the following subjects:
  - 1.1. Water pollution control rules and regulations
  - 1.2. Implementation and maintenance for:
    - 1.2.1. Temporary soil stabilization
    - 1.2.2. Temporary sediment control
    - 1.2.3. Tracking control
    - 1.2.4. Wind erosion control
    - 1.2.5. Material pollution prevention and control



- 1.2.6. Waste management
- 1.2.7. Nonstormwater management
- 2. Conduct weekly training meetings covering:
  - 2.1. Deficiencies and corrective actions for water pollution control practices
  - 2.2. Water pollution control practices required for work activities during the week
  - 2.3. Spill prevention and control
  - 2.4. Material delivery, storage, usage, and disposal
  - 2.5. Waste management
  - 2.6. Nonstormwater management procedures

Training for personnel who collect water quality samples must include:

- 1. CSMP review
- 2. Health and safety review
- 3. Sampling simulations

### **Water Pollution Control Manager**

#### **General**

The WPC manager must be a QSP if the project requires a WPCP. The WPC manager must be a QSD if the project requires a SWPPP.

Assign 1 WPC manager to implement the WPCP or SWPPP, whichever is applicable for the project.

#### **Qualifications**

The QSD must:

- 1. Have completed the stormwater management training described in the Caltrans Web site for the Division of Construction, Storm Water and Water Pollution Control Information
- 2. Be registered or certified for at least one of the following:
  - 2.1. California registered civil engineer
  - 2.2. California registered professional geologist or engineering geologist
  - 2.3. California licensed landscape architect
  - 2.4. Professional hydrologist registered through the American Institute of Hydrology
  - 2.5. Certified Professional in Erosion and Sediment Control (CPESC)<sup>TM</sup> registered through Enviro Cert International, Inc.
  - 2.6. Certified Professional in Storm Water Quality (CPSWQ)<sup>TM</sup> registered through Enviro Cert International, Inc.
  - 2.7. Professional in erosion and sediment control registered through the National Institute for Certification in Engineering Technologies (NICET)

The QSP must comply with the qualifications for a QSD or must:

- 1. Have completed the storm water management training described in the Caltrans Web site for the Division of Construction, Storm Water and Water Pollution Control Information
- 2. Be certified for at least one of the following:
  - 2.1. Certified Erosion, Sediment and Storm Water Inspector (CESSWI)<sup>TM</sup> registered through Enviro Cert International, Inc.
  - 2.2. Certified Inspector of Sediment and Erosion Control (CISEC) registered through CISEC, Inc.

#### **Responsibilities**

The WPC manager must:

- 1. Be responsible for water pollution control work
- 2. Be the primary contact for water pollution control work
- 3. Oversee:
  - 3.1. Maintenance of water pollution control practices
  - 3.2. Inspections of water pollution control practices identified in the SWPPP or WPCP

- 3.3. Inspections and reports for visual monitoring
- 3.4. Preparation and implementation of REAPs
- 3.5. Sampling and analysis
- 3.6. Preparation and submittal of:
  - 3.6.1. NAL exceedance reports
  - 3.6.2. NEL violation reports
  - 3.6.3. SWPPP annual certification
  - 3.6.4. Annual reports
  - 3.6.5. BMP status reports
4. Oversee and enforce hazardous waste management practices under section 14-11, including spill prevention and control measures
5. Have authority to mobilize crews to make immediate repairs to water pollution control practices
6. Ensure that all employees have current water pollution control training
7. Implement the authorized SWPPP or WPCP
8. Amend the SWPPP or WPCP if required
9. Be at the job site within 2 hours of being contacted
10. Have the authority to stop construction activities damaging water pollution control practices or causing water pollution

## **CONSTRUCTION**

### **General**

Install facilities and devices used for water pollution control practices before performing work activities. Install soil stabilization materials for water pollution control practices in all work areas that are inactive or before storm events.

Repair or replace water pollution control practices within 24 hours of discovering any damage, unless a longer period is authorized.

The County does not pay for the cleanup, repair, removal, disposal, or replacement of water pollution control practices due to improper installation or your negligence.

You may request changes to the water pollution control work or the Engineer may order changes to water pollution control work. Changes may include additional or new water pollution control practices. Additional water pollution control work is change order work.

Retain a printed copy of the authorized WPCP or SWPPP at the job site.

### **Monitoring**

Monitor the National Weather Service's forecast on a daily basis. For the National Weather Service's forecast, go to the Web site for the National Weather Service.

### **Inspections**

Use the *Stormwater Site Inspection Report* form for documenting site inspections.

The WPC manager must oversee:

1. Inspections of water pollution control practices identified in SWPPP or WPCP:
  - 1.1. Before a forecasted storm event
  - 1.2. After a qualifying rain event that produces site runoff
  - 1.3. At 24-hour intervals during extended storm events
  - 1.4. On a predetermined schedule of at least once a week
2. Daily inspections of:
  - 2.1. Storage areas for hazardous materials and waste under section 14-11
  - 2.2. Hazardous waste disposal and transporting activities under section 14-11
  - 2.3. Hazardous material delivery and storage activities
3. Inspections of:
  - 3.1. Vehicle and equipment cleaning facilities:

- 3.1.1. Daily if vehicle and equipment cleaning occurs daily
- 3.1.2. Weekly if vehicle and equipment cleaning does not occur daily
- 3.2. Vehicle and equipment maintenance and fueling areas:
  - 3.2.1. Daily if vehicle and equipment maintenance and fueling occurs daily
  - 3.2.2. Weekly if vehicle and equipment maintenance and fueling does not occur daily
- 3.3. Vehicles and equipment at the job site for leaks and spills on a daily schedule. Verify that operators are inspecting vehicles and equipment each day of use.
- 3.4. Demolition sites within 50 feet of storm drain systems and receiving waters daily.
- 3.5. Pile driving areas for leaks and spills:
  - 3.5.1. Daily if pile driving occurs daily
  - 3.5.2. Weekly if pile driving does not occur daily
- 3.6. Temporary concrete washouts:
  - 3.6.1. Daily if concrete work occurs daily
  - 3.6.2. Weekly if concrete work does not occur daily
- 3.7. Paved roads at job site access points for street sweeping:
  - 3.7.1. Daily if earthwork and other sediment or debris-generating activities occur daily
  - 3.7.2. Weekly if earthwork and other sediment or debris-generating activities do not occur daily
  - 3.7.3. Within 24 hours of precipitation forecasted by the National Weather Service
- 3.8. Dewatering work:
  - 3.8.1. Daily if dewatering work occurs daily
  - 3.8.2. Weekly if dewatering work does not occur daily
- 3.9. Temporary active treatment system:
  - 3.9.1. Daily if temporary active treatment system activities occur daily
  - 3.9.2. Weekly if temporary active treatment system activities do not occur daily
- 3.10. Work over water:
  - 3.10.1. Daily if work over water occurs daily
  - 3.10.2. Weekly if work over water does not occur daily

### **Deficiencies**

Whenever you or the Engineer identify a deficiency in the implementation of the authorized WPCP or SWPPP, correct the deficiency:

1. Immediately, unless a later date is authorized
2. Before precipitation occurs

The County may correct the deficiency and deduct the cost of correcting the deficiency from payment if you fail to correct the deficiency by the agreed date or before the onset of precipitation.

## **STORM WATER POLLUTION PREVENTION PLAN**

### **GENERAL**

#### **Summary**

Section 13-3 includes specifications for developing and implementing a SWPPP for projects where soil disturbance from work activities will be 1 or more acres.

Prepare storm water pollution prevention plan includes developing and implementing the SWPPP, providing a WPC manager, conducting water pollution control training, and monitoring, inspecting, and correcting water pollution control practices.

You may assign a QSD other than the WPC manager to develop the SWPPP.

Discharges of stormwater from the project must comply with NPDES General Permit for *Storm Water Discharges Associated with Construction and Land Disturbance Activities* (Order No. 2009-0009-DWQ, NPDES No. CAS000002) referred to herein as "Permit."

Whenever a qualifying rain event produces runoff for a risk level 2 or risk level 3 project, sampling and analysis work must comply with the project's CSMP.

A storm water annual report must cover the preceding period from July 1st to June 30th.

### **Submittals**

#### **General**

#### **Storm Water Pollution Prevention Plan**

#### **General**

Within 20 days of Contract approval:

1. Submit 3 copies of your SWPPP for review. Allow 20 days for the County's review. The Engineer provides comments and specifies the date when the review stopped if revisions are required.
2. Change and resubmit a revised SWPPP within 15 days of receiving the Engineer's comments. The County's review resumes when a complete SWPPP has been resubmitted.
3. When the Engineer authorizes the SWPPP, submit an electronic copy and 4 printed copies of the authorized SWPPP.
4. If the RWQCB requires review of the authorized SWPPP, the Engineer submits the authorized SWPPP to the RWQCB for its review and comment.
5. If the Engineer requests changes to the SWPPP based on the RWQCB's comments, amend the SWPPP within 10 days.

The SWPPP must comply with Caltrans *Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Plan (WPCP) Preparation Manual*. Include the following in the SWPPP:

1. Description of the work involved in the installation, maintenance, repair, and removal of temporary and permanent water pollution control practices.
2. Maps showing:
  - 2.1. Locations of disturbed soil areas
  - 2.2. Water bodies and conveyances
  - 2.3. Locations and types of water pollution control practices that will be used for each Contractor-support facility:
  - 2.4. Locations and types of temporary water pollution control practices that will be used in the work for each construction phase
  - 2.5. Locations and types of water pollution control practices that will be installed permanently under the Contract
  - 2.6. Pollutant sampling locations
  - 2.7. Locations planned for storage and use of potential nonvisible pollutants
  - 2.8. Receiving water sampling locations
3. CSMP
4. Copy of permits obtained by the County, including Fish & Game permits, US Army Corps of Engineers permits, RWQCB 401 certifications, aerially deposited lead variance from the Department of Toxic Substance Control, aerially deposited lead variance notification, and RWQCB waste discharge requirements for aerially deposited lead reuse.

Include the following items in the SWPPP:

1. For all projects:
  - 1.1. Schedule
  - 1.2. CSMP
2. For risk level 2 projects add:
  - 2.1. Adherence to effluent standards for NALs
  - 2.2. REAP
3. For risk level 3 projects add:
  - 3.1. Adherence to effluent standards for NALs and NELs
  - 3.2. REAP

The SWPPP schedule must show when:

1. Work activities will be performed that could cause the discharge of pollutants into stormwater
2. Water pollution control practices associated with each construction phase will be implemented
3. Soil stabilization and sediment control practices for disturbed soil areas will be implemented

Amend and resubmit the SWPPP:

1. Annually before July 15th
2. Whenever:
  - 2.1. Changes in work activities could affect the discharge of pollutants
  - 2.2. Water pollution control practices are added by change order work
  - 2.3. Water pollution control practices are added at your discretion
  - 2.4. Changes in the quantity of disturbed soil are substantial
  - 2.5. Objectives for reducing or eliminating pollutants in stormwater discharges have not been achieved
  - 2.6. You receive a written notice of a permit violation for the project from the RWQCB or any other regulatory agency

Allow the same review time for amendments to the SWPPP as for the original SWPPP.

### **Construction Site Monitoring Program**

A QSD must prepare the CSMP. Change the program to reflect current job site activities as needed. The CSMP must include the following:

1. For all projects:
  - 1.1. Visual monitoring procedures
  - 1.2. SAP for nonvisible pollutants
  - 1.3. SAP for nonstormwater discharges
  - 1.4. SAP for monitoring required by RWQCB
2. For risk level 2 projects add:
  - 2.1. SAP for pH and turbidity
3. For risk level 3 projects add:
  - 3.1. SAP for pH and turbidity
  - 3.2. SAP for temporary active treatment systems

### **Sampling and Analysis Plan**

The SAP must comply with Caltrans *Construction Site Monitoring Program (CSMP) Guidance Manual*.

Describe the following water quality sampling procedures in the SAP:

1. Sampling equipment
2. Sample preparation
3. Collection
4. Field measurement methods
5. Analytical methods
6. Quality assurance and quality control
7. Sample preservation and labeling
8. Collection documentation
9. Sample shipping
10. Chain of custody
11. Data management and reporting
12. Precautions from the construction site health and safety plan
13. Laboratory selection and certifications

The SAP must identify the State-certified laboratory, sample containers, preservation requirements, holding times, and analytical method. For a list of State-certified laboratories go to the CDPH Web site.

Include procedures for sample collection during precipitation.

List conditions when you will not be required to physically collect samples such as:

1. Dangerous weather
2. Flooding or electrical storms
3. Times outside of normal working hours

Amend the SAP whenever discharges or sampling locations change because of changed work activities or knowledge of site conditions.

Include procedures for collecting and analyzing at least 3 samples for each day of each qualifying rain event for a risk level 2 or risk level 3 project. Describe the collection of effluent samples at all locations where the stormwater is discharged off-site.

### **Sampling and Analysis Plan for Nonvisible Pollutants**

The SAP for nonvisible pollutants must describe the sampling and analysis strategy for monitoring nonvisible pollutants.

The SAP for nonvisible pollutants must identify potential nonvisible pollutants present at the job site associated with any of the following:

1. Construction materials and wastes
2. Existing contamination due to historical site usage
3. Application of soil amendments, including soil stabilization materials, with the potential to change pH or contribute toxic pollutants to stormwater

The SAP for nonvisible pollutants must include sampling procedures for the following conditions when observed during a stormwater visual inspection. Include a procedure for collecting at least 1 sample for each storm event for:

1. Materials or wastes containing potential nonvisible pollutants not stored under watertight conditions
2. Materials or wastes containing potential nonvisible pollutants stored under watertight conditions at locations where a breach, leak, malfunction, or spill occurred and was not cleaned up before the precipitation
3. Chemical applications occurring within 24 hours before precipitation or during precipitation that could discharge pollutants to surface waters or drainage systems, including fertilizer, pesticide, herbicide, methyl methacrylate concrete sealant, or nonpigmented curing compound
4. Applied soil amendments, including soil stabilization materials that could change pH levels or contribute toxic pollutants to stormwater runoff and discharge pollutants to surface waters or drainage systems, unless independent test data is available to indicate acceptable concentrations of nonvisible pollutants in the material
5. Stormwater runoff from an area contaminated by historical usage of the site that could discharge pollutants to surface waters or drainage systems

The SAP for nonvisible pollutants must provide sampling procedures and a schedule for:

1. Sample collection during the first 2 hours of rain events that generate runoff
2. Sample collection during normal working hours
3. Each nonvisible pollutant source
4. Uncontaminated control sample

The SAP for nonvisible pollutants must identify locations for sampling downstream and control samples and the reasons for selecting those locations. Select locations for control samples where the sample does not come in contact with materials, wastes, or areas associated with potential nonvisible pollutants or disturbed soil areas.

### **Annual Certification**

Submit an annual certification of compliance as described in *Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Plan (WPCP) Preparation Manual* before July 15th of each year.

### **Site Inspection Reports**

The WPC manager must submit the following informational submittals within 24 hours of completing a weekly inspection:

1. Completed *Stormwater Site Inspection Report* form.
2. BMP status report. The WPC manager must oversee the preparation of the report. The report must include:
  - 2.1. Location and quantity of installed water pollution control practices
  - 2.2. Location and quantity of disturbed soil for active and inactive areas

### **Visual Monitoring Reports**

Submit visual monitoring reports for:

1. Each storm event. Include:
  - 1.1. Date, time, and rain gauge reading
  - 1.2. Visual observations:
    - 1.2.1. Within 2 business days before the storm for:
      - 1.2.1.1. Spills, leaks, or uncontrolled pollutants in drainage areas
      - 1.2.1.2. Proper implementation of water pollution control practices
      - 1.2.1.3. Leaks and adequate freeboard in storage areas
    - 1.2.2. Every 24 hours during the storm event for:
      - 1.2.2.1. Effective operation of water pollution control practices
      - 1.2.2.2. Water pollution control practices needing maintenance and repair
    - 1.2.3. Within 2 business days after the qualifying rain event for:
      - 1.2.3.1. Stormwater discharge locations
      - 1.2.3.2. Evaluation of design, implementation, effectiveness, and locations of water pollution control practices including locations where additional water pollution control practices may be needed
2. Nonstormwater discharges during each of the following periods:
  - 2.1. January through March
  - 2.2. April through June
  - 2.3. July through September
  - 2.4. October through December

Use the *Stormwater Site Inspection Report* form to document visual monitoring. A visual monitoring report must include:

1. Name of personnel performing the inspection, inspection date, and date the inspection report is completed
2. Storm and weather conditions
3. Location of any:
  - 3.1. Floating and suspended material, sheen on the surface, discoloration, turbidity, odor, and source of observed pollutants for flowing and contained stormwater systems
  - 3.2. Nonstormwater discharges and their sources
4. Corrective action taken

Retain visual monitoring reports at the job site as part of the SWPPP.

### **Sampling and Analysis Day**

#### **General**

Submit a printed copy and electronic copy of water quality analysis results, and quality assurance and quality control reports within 48 hours of field sampling, and within 30 days of laboratory analysis. Electronic copies must be in one of the following formats: (1) xls, (2) .txt, (3) .cvs, (4) .dbs, or (5) .mdb. Include an evaluation of whether the downstream samples show levels of the tested parameter that are higher than the control sample. The evaluation must include:

1. Sample identification number
2. Contract number

3. Constituent
4. Reported value
5. Analytical method
6. Method detection limit
7. Reported limit

### **Numeric Action Level Exceedance Reports**

Whenever a NAL is exceeded, notify the Engineer and submit a NAL exceedance report within 48 hours after conclusion of a storm event. The report must include:

1. Field sampling results and inspections, including:
  - 1.1. Analytical methods, reporting units, and detection limits
  - 1.2. Date, location, time of sampling, visual observations, and measurements
  - 1.3. Quantity of precipitation from the storm event
2. Description of BMPs and corrective actions taken to manage NAL exceedance

### **Numeric Effluent Limit Violation Reports**

Whenever a NEL is exceeded, notify the Engineer and submit a NEL violation report within 6 hours. The report must include:

1. Field sampling results and inspections, including:
  - 1.1. Analytical methods, reporting units, and detection limits
  - 1.2. Date, location, time of sampling, visual observation and measurements
  - 1.3. Quantity of precipitation from the storm event
2. Description of BMPs and corrective actions taken to manage NEL exceedance

### **Rain Event Action Plan**

For a risk level 2 or risk level 3 project, submit a REAP whenever the National Weather Service is predicting a storm event with at least 50 percent probability of precipitation within 72 hours.

The WPC manager must submit the REAP at least 48 hours before a forecasted storm event.

The REAP must include:

1. Site location
2. Project risk level
3. Contact information including 24-hour emergency phone numbers for:
  - 3.1. WPC manager
  - 3.2. Erosion and sediment control providers or subcontractors
  - 3.3. Stormwater sampling providers or subcontractors
4. Storm information
5. Description of:
  - 5.1. Construction phase, including active and inactive areas
  - 5.2. Active work areas and activities
  - 5.3. Subcontractors and trades on the job site
  - 5.4. Prestorm activities including:
    - 5.4.1. Responsibilities of the WPC manager
    - 5.4.2. Responsibilities of the crew and crew size
    - 5.4.3. Stabilization for active and inactive disturbed soil areas
    - 5.4.4. Stockpile management
    - 5.4.5. Corrective actions taken for deficiencies identified during prestorm visual inspections
  - 5.5. Activities to be performed during storm events, including:
    - 5.5.1. Responsibilities of the WPC manager
    - 5.5.2. Responsibilities of the crew and crew size
    - 5.5.3. BMPs for maintenance and repair
6. Flood contingency measures



## Storm Water Annual Report

Submit the storm water annual report before July 15th if construction occurs from July 1st through June 30th or within 15 days after Contract acceptance if construction ends before June 30th. Submit 2 copies of the report. Allow 10 days for the Engineer's review. The Engineer provides comments and specifies the date when the review stopped if revisions are required.

Obtain authorization for the format of the storm water annual report. The report must include:

1. Project information such as description and work locations
2. Stormwater monitoring information, including:
  - 2.1. Summary and evaluation of sampling and analysis results and laboratory reports
  - 2.2. Analytical methods, reporting units, and detection limits for analytical parameters
  - 2.3. Summary of corrective actions taken
  - 2.4. Identification of corrective actions taken and compliance activities not implemented
  - 2.5. Summary of violations
  - 2.6. Names of individuals performing stormwater inspections and sampling
  - 2.7. Logistical information for inspections and sampling, including location, date, time, and precipitation
  - 2.8. Visual observations and sample collection records
3. Documentation of training for individuals responsible for:
  - 3.1. Permit compliance
  - 3.2. BMP installation, inspection, maintenance, and repair
  - 3.3. Preparing, revising, and amending the SWPPP

Submit a revised report within 5 business days of receiving the Engineer's comments. The Engineer's review resumes when a complete report has been resubmitted.

When the storm water annual report is authorized, submit 1 electronic copy and 2 printed copies of the report signed by the WPC manager.

## Quality Control and Assurance

### General

Assign trained personnel to collect water quality samples. Document the personnel and training in the SAP.

Samples taken by assigned field personnel must comply with the equipment manufacturer's instructions for collection, analytical methods, and equipment calibration.

Samples taken for laboratory analysis must comply with water quality sampling procedures and be analyzed by a State-certified laboratory under 40 CFR part 136, *Guidelines Establishing Test Procedures for the Analysis of Pollutants*.

Whenever downstream samples show increased levels of pollutants, assess water pollution control practices, site conditions, and surrounding influences to determine the probable cause for the increase.

For a risk level 2 or risk level 3 project, obtain samples of pH and turbidity as shown in the following table:

Parameter	Test method	Detection limit (min)	Unit
Turbidity	Field test with calibrated portable instrument	1	NTU
pH	Field test with calibrated portable instrument	0.2	pH units

For a risk level 3 project, obtain samples and analyze the suspended sediment concentration whenever the turbidity NEL is exceeded as shown in the following table:

Parameter	Test method	Detection limit (min)	Unit
Suspended sediment concentration	ASTM D 3977	5	Mg/L

For a risk level 3 project, obtain samples of pH and turbidity from representative and accessible locations upstream of the discharge point and downstream of the discharge point.

For multiple discharge points, obtain samples from a single upstream and a single downstream location.

**Numeric Action Levels**

For a risk level 2 or risk level 3 project, NALs must comply with the values shown in the following table:

**Numeric Action Levels**

Parameter	Test method	Detection limit (min)	Unit	Value
pH	Field test with calibrated portable instrument	0.2	pH	Lower NAL = 6.5 Upper NAL = 8.5
Turbidity	Field test with calibrated portable instrument	1	NTU	250 NTU max

**Numeric Effluent Limits**

For a risk level 3 project, NELs must comply with the values shown in the following table:

**Numeric Effluent Limits**

Parameter	Test method	Detection limit (min)	Unit	Value
pH	Field test with calibrated portable instrument	0.2	pH	Lower NEL = 6.0 Upper NEL = 9.0
Turbidity	Field test with calibrated portable instrument	1	NTU	500 NTU max

The storm event daily average for storms up to the 5-year, 24-hour storm must not exceed the NEL for turbidity.

The daily average sampling results must not exceed the NEL for pH.

## **CONSTRUCTION**

### **General**

Obtain, install, and maintain a rain gauge at the job site. Observe and record daily precipitation.

Complete REAP activities, including crew mobilization, within 24 hours before precipitation occurs.

Continue SWPPP implementation during any suspension of work activities.

You may request or the Engineer may order laboratory analysis of stormwater samples. If ordered, laboratory analysis of stormwater samples is change order work.

The County does not pay for the preparation, collection, laboratory analysis, and reporting of stormwater samples for nonvisible pollutants if water pollution control practices are not implemented before precipitation or if you fail to correct a water pollution control practice before precipitation.

### **Rain Event Action Plan**

Have the REAP at the job site at least 24 hours before a forecasted storm event. The WPC manager must submit the REAP on the following forms:

1. *Rain Event Action Plan Highway Construction Phase*
2. *Rain Event Action Plan Plant Establishment Phase*
3. *Rain Event Action Plan For Inactive Project*

Retain a printed copy of each REAP at the job site as part of the SWPPP.

Implement the REAP, including mobilizing crews to complete activities, within 24 hours before precipitation occurs.

### **Sampling and Analysis Day**

For a risk level 2 or risk level 3 project, collect samples:

1. During a storm event for:
  - 1.1. Each nonvisible pollutant source and a corresponding uncontaminated control sample
  - 1.2. All locations identified on the *Storm Event Sampling and Analyses Plan* form
2. During a qualifying rain event for:
  - 2.1. Each nonvisible pollutant source and a corresponding uncontaminated control sample
  - 2.2. Turbidity, pH, and other constituents as required
  - 2.3. At least 3 samples for each day of a qualifying rain event
  - 2.4. All locations identified on the *Qualifying Rain Event Sampling and Analyses Plan* form

Perform sample collection during:

1. Normal working hours
2. Each qualifying rain event
3. First 2 hours of each storm event

Collect receiving-water samples for a risk level 3 project and whenever a direct discharge to receiving waters occurs and NELs are violated.

Do not physically collect samples during dangerous weather conditions, such as flooding or electrical storms.

Whenever downstream samples show increased levels of turbidity, pH, and other constituents, assess water pollution control practices, site conditions, and surrounding influences to determine the probable cause for the increase.

Document sample collection during precipitation.

Retain documentation of water quality sampling and analysis results with the SWPPP at the job site.

### **Storm Water Annual Report**

Document and summarize monitoring, sampling and analysis results, laboratory reports, and training.

## **PAYMENT**

For projects with 60 working days or less, the County pays you for prepare stormwater pollution prevention plan as follows:

1. A total of 75 percent of the item total upon authorization of the SWPPP
2. A total of 100 percent of the item total upon Contract acceptance

For projects with more than 60 working days, the County pays you for prepare stormwater pollution prevention plan as follows:

1. A total of 50 percent of the item total upon authorization of the SWPPP
2. A total of 90 percent of the item total over the life of the Contract
3. A total of 100 percent of the item total upon Contract acceptance

The County pays \$500 for each rain event action plan submitted.

The County t does not adjust the unit price for an increase or decrease in the rain event action plan quantity.

The County does not adjust the unit price for an increase or decrease in the storm water sampling and analysis day quantity.

The County pays \$2,000 for each storm water annual report submitted.

The County t does not adjust the unit price for an increase or decrease in the storm water annual report quantity.

For each failure to submit a completed storm water annual report, the County withholds \$10,000. This withhold is in addition to other performance failure withholds.

## **JOB SITE MANAGEMENT**

### **GENERAL**

#### Summary

Section 13-4 includes specifications for performing job site management, including spill prevention and control, material management, waste management, nonstormwater management, and dewatering activities.

Implement effective handling, storage, usage, and disposal practices to control material pollution and manage waste and nonstormwater at the job site before they come in contact with storm drain systems and receiving waters.

Linear sediment barriers must comply with section 13-10.

### **Submittals**

Before you start dewatering, submit a dewatering and discharge work plan. The dewatering and discharge work plan must include:

1. Title sheet and table of contents
2. Description of dewatering and discharge activities detailing locations, quantity of water, equipment, and discharge point
3. Estimated schedule for dewatering and discharge start and end dates of intermittent and continuous activities
4. Discharge alternatives, such as dust control or percolation
5. Visual monitoring procedures with inspection log
6. Copy of written approval to discharge into a sanitary sewer system at least 5 business days before starting discharge activities

Submit the following informational submittals:

1. MSDS at least 5 business days before material is used or stored
2. Monthly inventory records for material used or stored

Submit written approval from the local health agency, city, county, and sewer district before discharging from a sanitary or septic system directly into a sanitary sewer system.

## **CONSTRUCTION**

General

### **Spill Prevention and Control**

Keep material or waste storage areas clean, well organized, and equipped with enough cleanup supplies for the material being stored.

Implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site. Whenever you spill or leak chemicals or hazardous substances at the job site, you are responsible for all associated cleanup costs and related liability.

Report minor, semisignificant, and significant or hazardous spills to the WPC manager. The WPC manager must notify the Engineer immediately.

As soon as it is safe, contain and clean up spills of petroleum materials and sanitary and septic waste substances listed under 40 CFR, parts 110, 117, and 302. Comply with section 14-11 whenever spills or leaks produce hazardous waste.

### **Minor Spills**

Minor spills consist of quantities of oil, gasoline, paint, or other materials that are small enough to be controlled by a first responder upon discovery of the spill.

Clean up a minor spill using the following procedures:

1. Contain the spread of the spill
2. Recover the spilled material using absorption
3. Clean the contaminated area
4. Dispose of the contaminated material and absorbents promptly and properly

### **Semisignificant Spills**

Semisignificant spills consist of spills that can be controlled by a first responder with help from other personnel.

Clean up a semisignificant spill immediately using the following procedures:

1. Contain the spread of the spill.
2. On paved or impervious surfaces, encircle and recover the spilled material with absorbent materials. Do not allow the spill to spread widely.
3. If the spill occurs on soil, contain the spill by constructing an earthen dike and dig up the contaminated soil for disposal.
4. If the spill occurs during precipitation, cover the spill with 10-mil plastic sheeting or other material to prevent contamination of runoff.
5. Dispose of the contaminated material promptly and properly.

### **Significant or Hazardous Spills**

Significant or hazardous spills consist of spills that cannot be controlled by job site personnel.

Immediately notify qualified personnel of a significant or hazardous spill. Take the following steps:

1. Do not attempt to clean up the spill until qualified personnel have arrived
2. Notify the Engineer and follow up with a report
3. Obtain the immediate services of a spill contractor or hazardous material team
4. Notify local emergency response teams by dialing 911 and county officials by using the emergency phone numbers retained at the job site
5. Notify the California Emergency Management Agency State Warning Center at (916) 845-8911

6. Notify the National Response Center at (800) 424-8802 regarding spills of Federal reportable quantities under 40 CFR 110, 119, and 302
7. Notify other agencies as appropriate, including:
  - 7.1. Fire Department
  - 7.2. Community Services Department
  - 7.3. Coast Guard
  - 7.4. Highway Patrol
  - 7.5. City Police or County Sheriff's Department
  - 7.6. Department of Toxic Substances
  - 7.7. California Division of Oil and Gas
  - 7.8. Cal/OSHA
  - 7.9. Regional Water Resources Control Board

Prevent a spill from entering stormwater runoff before and during cleanup activities. Do not bury or wash the spill with water.

## **Material Management**

### **General**

Minimize or eliminate discharge of material into the air, storm drain systems, and receiving waters while taking delivery of, using, or storing the following materials:

1. Hazardous chemicals, including acids, lime, glues, adhesives, paints, solvents, and curing compounds
2. Soil stabilizers and binders
3. Fertilizers
4. Detergents
5. Plaster
6. Petroleum materials, including fuel, oil, and grease
7. Asphalt and concrete components
8. Pesticides and herbicides

Employees trained in emergency spill cleanup procedures must be present during the unloading of hazardous materials or chemicals.

Use less hazardous materials if practicable.

The following activities must be performed at least 100 feet from concentrated flows of stormwater, drainage courses, and inlets if within the floodplain and at least 50 feet if outside the floodplain, unless otherwise authorized:

1. Stockpiling materials
2. Storing pile-driving equipment and liquid waste containers
3. Washing vehicles and equipment in outside areas
4. Fueling and maintaining vehicles and equipment

### **Material Storage**

If materials are stored:

1. Store liquids, petroleum materials, and substances listed in 40 CFR 110, 117, and 302 and place them in secondary containment facilities as specified by USDOT for storage of hazardous materials.
2. Secondary containment facilities must be impervious to the materials stored there for a minimum contact time of 72 hours.
3. Cover secondary containment facilities during nonworking days and whenever precipitation is forecasted. Secondary containment facilities must be adequately ventilated.
4. Keep secondary containment facilities free of accumulated rainwater or spills. After precipitation, or in the event of spills or leaks, collect accumulated liquid and place it into drums within 24 hours. Handle the liquid as hazardous waste under section 14-11 unless testing confirms that the liquid is nonhazardous.

5. Do not store incompatible materials, such as chlorine and ammonia, in the same secondary containment facility.
6. Store materials in their original containers with the original material labels maintained in legible condition. Immediately replace damaged or illegible labels.
7. Secondary containment facilities must have the capacity to contain precipitation from a 24-hour-long, 25-year storm, plus 10 percent of the aggregate volume of all containers or the entire volume of the largest container within the facility, whichever is greater.
8. Store bagged or boxed material on pallets. Protect bagged or boxed material from wind and rain during nonworking days and whenever precipitation is forecasted.
9. Provide sufficient separation between stored containers to allow for spill cleanup or emergency response access. Storage areas must be kept clean, well organized, and equipped with cleanup supplies appropriate for the materials being stored.
10. Repair or replace perimeter controls, containment structures, covers, and liners as necessary. Inspect storage areas before and after precipitation and at least weekly during other times.

### **Stockpile Management**

Minimize stockpiling of materials at the job site.

Implement water pollution control practices within 72 hours of stockpiling material or before a forecasted storm event, whichever occurs first. If stockpiles are being used, do not allow soil, sediment, or other debris to enter storm drains, open drainages, and watercourses.

Active and inactive soil stockpiles must be:

1. Covered with soil stabilization material or a temporary cover
2. Surrounded with a linear sediment barrier

Stockpiles of asphalt concrete and PCC rubble, HMA, aggregate base, or aggregate subbase must be:

1. Covered with a temporary cover
2. Surrounded with a linear sediment barrier

Stockpiles of pressure-treated wood must be:

1. Placed on pallets
2. Covered with impermeable material

Stockpiles of cold mix asphalt concrete must be:

1. Placed on an impervious surface
2. Covered with an impermeable material
3. Protected from stormwater run-on and runoff

Control wind erosion year round under section 14-9.03.

Repair or replace linear sediment barriers and covers as needed to keep them functioning properly. Whenever sediment accumulates to 1/3 of the linear sediment barrier height, remove the accumulated sediment.

### **Waste Management**

#### **General**

Manage solid waste under section 14-10.

Manage hazardous waste under section 14-11.

#### **Paint Waste**

Clean water-based and oil-based paint from brushes or equipment within a contained area in a way that does not contaminate soil, receiving waters, or storm drain systems. Handle and dispose of the following as hazardous waste under section 14-11: paints, thinners, solvents, residues, and sludges that cannot be recycled or reused.

When thoroughly dry, dispose of the following as solid waste under section 14-10: dry latex paint, paint cans, used brushes, rags, absorbent materials, and drop cloths.

### **Concrete Waste**

Use practices to prevent the discharge of asphalt concrete, PCC, and HMA waste into storm drain systems and receiving waters.

Collect and dispose of asphalt concrete, PCC, and HMA waste at locations where:

1. Concrete material, including grout, is used
2. Concrete dust and debris result from demolition
3. Sawcutting, coring, grinding, grooving, or hydro-concrete demolition creates a residue or slurry
4. Concrete trucks or other concrete-coated equipment is cleaned at the job site

### **Sanitary and Septic Waste**

Do not bury or discharge wastewater from a sanitary or septic system within the highway. A sanitary facility discharging into a sanitary sewer system must be properly connected and free from leaks. Place a portable sanitary facility at least 50 feet away from storm drains, receiving waters, and flow lines.

Comply with local health agency provisions if using an on-site disposal system.

### **Liquid Waste**

Use practices that will prevent job-site liquid waste from entering storm drain systems and receiving waters. Liquid wastes include the following:

1. Drilling slurries or fluids
2. Grease-free and oil-free wastewater and rinse water
3. Dredgings, including liquid waste from cleaning drainage systems
4. Liquid waste running off a surface, including wash or rinse water
5. Other nonstormwater liquids not covered by separate permits

Hold liquid waste in structurally sound, leak-proof containers, such as roll-off bins or portable tanks.

Liquid waste containers must be of sufficient quantity and volume to prevent overflow, spills, and leaks.

Store containers at least 50 feet from moving vehicles and equipment.

Remove and dispose of deposited solids from sediment traps under section 14-10 unless the Engineer authorizes another method.

Liquid waste may require testing to determine hazardous material content before disposal.

Dispose of drilling fluids and residue.

If an authorized location is available within the job site, fluids and residue exempt under 23 CA Code of Regs § 2511(g) may be dried by evaporation in a leak-proof container. Dispose of the remaining solid waste under section 14-10.

### **Nonstormwater Management**

#### **Water Control and Conservation**

Manage water used for work activities in a way that will prevent erosion and the discharge of pollutants into storm drain systems and receiving waters. Obtain authorization before washing anything at the job site with water that could discharge into a storm drain system or receiving waters. Report discharges immediately.

Implement water conservation practices if water is used at the job site. Inspect irrigation areas. Adjust watering schedules to prevent erosion, excess watering, or runoff. Shut off the water source to broken lines, sprinklers, or valves and repair breaks within 24 hours. Reuse water from waterline flushing for landscape irrigation if practicable. Sweep and vacuum paved areas. Do not wash paved areas with water.



Direct runoff water, including water from water line repair, from the job site to areas where it can infiltrate into the ground. Do not allow runoff water to enter storm drain systems and receiving waters. Do not allow spilled water to escape filling areas for water trucks. Direct water from off-site sources around the job site if practicable. Minimize the contact of off-site water with job site water.

### **Illicit Connection and Illegal Discharge Detection and Reporting**

Before starting work, inspect the job site and the job site's perimeter for evidence of illicit connections, illegal discharges, and dumping. After starting work, inspect the job site and perimeter on a daily schedule for illicit connections and illegal dumping and discharges.

Whenever illegal connections, discharges, or dumping are discovered, notify the Engineer immediately. Do not take further action unless ordered. Assume that unlabeled or unidentifiable material is hazardous.

Look for the following evidence of illicit connections, illegal discharges, and dumping:

1. Debris or trash piles
2. Staining or discoloration on pavement or soils
3. Pungent odors coming from drainage systems
4. Discoloration or oily sheen on water
5. Stains and residue in ditches, channels, or drain boxes
6. Abnormal water flow during dry weather
7. Excessive sediment deposits
8. Nonstandard drainage junction structures
9. Broken concrete or other disturbances at or near junction structures

### **Vehicle and Equipment Cleaning**

Limit vehicle and equipment cleaning or washing at the job site except what is necessary to control vehicle tracking or hazardous waste. Notify the Engineer before cleaning vehicles and equipment at the job site with soap, solvents, or steam. Contain and recycle or dispose of resulting waste under section 14-11 or section 13-4.03D(5), whichever is applicable. Do not use diesel to clean vehicles or equipment. Minimize the use of solvents.

Clean or wash vehicles and equipment in a structure equipped with disposal facilities. You may wash vehicles in an outside area if the area is:

1. Paved with asphalt concrete, HMA, or PCC
2. Surrounded by a containment berm
3. Equipped with a sump to collect and dispose of wash water

Use as little water as practicable whenever washing vehicles and equipment with water. Hoses must be equipped with a positive shutoff valve.

Discharge liquid from wash racks to a recycling system or to another authorized system. Remove liquids and sediment as necessary.

### **Vehicle and Equipment Fueling and Maintenance**

If practicable, perform maintenance on vehicles and equipment off-site.

If fueling or maintenance must be done at the job site, assign a site or sites, and obtain authorization before using them. Minimize mobile fueling and maintenance activities. Fueling and maintenance activities must be performed on level ground in areas protected from stormwater run-on and runoff.

Use containment berms or dikes around fueling and maintenance areas. Keep adequate quantities of absorbent spill-cleanup material and spill kits in the fueling or maintenance area and on fueling trucks. Dispose of spill-cleanup material and kits immediately after use. Use drip pans or absorbent pads during fueling or maintenance.

Do not leave fueling or maintenance areas unattended during fueling and maintenance activities. Fueling nozzles must be equipped with an automatic shutoff control. Nozzles must be equipped with vapor-recovery fueling nozzles where required by the Air Quality Management District. Secure nozzles in an upright position when not in use. Do not top off fuel tanks.

Recycle or properly dispose of used batteries and tires.

If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site.

### **Material and Equipment Used Over Water**

Place drip pans and absorbent pads under vehicles and equipment used over water. Keep an adequate supply of spill-cleanup material with vehicles and equipment. Place drip pans or plastic sheeting under vehicles and equipment on docks, barges, or other surfaces over water whenever vehicles or equipment will be idle for more than 1 hour.

Furnish watertight curbs or toe boards on barges, platforms, docks, or other surfaces over water to contain material, debris, and tools. Secure material to prevent spills or discharge into the water due to wind.

Report discharges to receiving waters immediately upon discovery. Submit a discharge notification.

### **Structure Removal Over or Adjacent to Water**

Do not allow demolished material to enter storm drain systems and receiving waters. Use authorized covers and platforms to collect debris. Use attachments on equipment to catch debris during small demolition activities. Empty debris-catching devices daily and handle debris under section 13-4.03D.

### **Paving, Sealing, Sawcutting, Grooving, and Grinding Activities**

Prevent material from entering storm drain systems and receiving waters including:

1. Cementitious material
2. Asphaltic material
3. Aggregate or screenings
4. Sawcutting, grooving, and grinding residue
5. Pavement chunks
6. Shoulder backing
7. Methacrylate
8. Sandblasting residue

Cover drainage inlets and use linear sediment barriers to protect downhill receiving waters until paving, sealing, sawcutting, grooving, and grinding activities are completed and excess material has been removed. Cover drainage inlets and manholes during the application of seal coat, tack coat, slurry seal, or fog seal.

Whenever precipitation is forecasted, limit paving, sawcutting, and grinding to places where runoff can be captured.

Do not start seal coat, tack coat, slurry seal, or fog seal activities whenever precipitation is forecasted during the application and curing period. Do not excavate material from existing roadways during precipitation.

Use a vacuum to remove slurry immediately after slurry is produced. Do not allow the slurry to run onto lanes open to traffic or off the pavement.

Collect the residue from PCC grooving and grinding activities with a vacuum attachment on the grinding machine. Do not leave the residue on the pavement or allow the residue to flow across pavement.

You may stockpile material excavated from existing roadways under section 13-4.03C(3) if authorized.

Do not coat asphalt trucks and equipment with substances that contain soap, foaming agents, or toxic chemicals.

Park paving equipment over drip pans or plastic sheeting with absorbent material to catch drips if the paving equipment is not in use.

### **Concrete Curing**

Do not overspray chemical curing compounds. Minimize the drift by spraying as close to the concrete as practicable. Do not allow runoff of curing compounds. Cover drainage inlets before applying the curing compound.

Minimize the use and discharge of water by using wet blankets or similar methods to maintain moisture when concrete is curing.

### **Concrete Finishing**

Collect and dispose of water and solid waste from high-pressure water blasting. Collect and dispose of sand and solid waste from sandblasting. Before sandblasting, cover drainage inlets within 50 feet of sandblasting. Minimize the drift of dust and blast material by keeping the nozzle close to the surface of the concrete. If the character of the blast residue is unknown, test it for hazardous materials and dispose of it properly.

Inspect containment structures for concrete finishing for damage before each day of use and before forecasted precipitation. Remove liquid and solid waste from containment structures after each work shift.

### **Sweeping**

Sweep by hand or mechanical methods, such as vacuuming. Do not use methods that use only mechanical kick brooms.

Sweep paved roads at construction entrance and exit locations and paved areas within the job site:

1. During clearing and grubbing activities
2. During earthwork activities
3. During trenching activities
4. During pavement structure activities
5. When vehicles are entering and leaving the job site
6. After soil-disturbing activities
7. After observing off-site tracking of material

Monitor paved areas and roadways within the project. Sweep within:

1. 1 hour whenever sediment or debris is observed during activities that require sweeping
2. 24 hours whenever sediment or debris is observed during activities that do not require sweeping

Remove collected material, including sediment, from paved shoulders, drain inlets, curbs and dikes, and other drainage areas. You may stockpile collected material at the job site. Dispose of collected material at least once per week if stockpiled.

You may dispose of sediment within the job site collected during sweeping activities. Protect the disposal areas against erosion.

Keep dust to a minimum during street sweeping activities. Use water or a vacuum whenever dust generation is excessive or sediment pickup is ineffective.

Remove and dispose of trash collected during sweeping.

### **Dewatering**

Dewatering consists of discharging accumulated stormwater, groundwater, or surface water from excavations or temporary containment facilities.

Perform dewatering work as specified for the work items involved, such as temporary active treatment system or dewatering and discharge.

If dewatering and discharging activities are not specified under a work item and you perform dewatering activities:

1. Conduct dewatering activities under *Caltrans Field Guide for Construction Site Dewatering*.
2. Ensure that any dewatering discharge does not cause erosion, scour, or sedimentary deposits that could impact natural bedding materials.
3. Discharge the water within the project limits. Dispose of the water if it cannot be discharged within project limits due to site constraints or contamination.

4. Do not discharge stormwater or nonstormwater that has an odor, discoloration other than sediment, an oily sheen, or foam on the surface. Notify the Engineer immediately upon discovering any such condition.

## **PAYMENT**

Job site management is paid for as construction site management.

## **TEMPORARY SOIL STABILIZATION**

Most Temporary Soil Stabilization measures that might be used on an “average project” are not **expected to be practical at this site. The dunes are a large area which subject to high winds and blowing sands which the Contractor will not be able to control practically.**

**The contractor’s temporary soil stabilization measures shall be limited to the temporary covers or grave-filled bags, or an equivalent system approved by the Engineer.**

**No tackifiers or methods requiring planting is requested to prevent foreign materials or plants from entering the park.**

## **GENERAL**

Section 13-5 includes general specifications for applying temporary soil stabilization.

The Engineer designates the areas to receive soil stabilization materials by directing the placement of stakes or other suitable markers in increments of 1 acre or less. Furnish tools, labor, materials, and transportation for marking areas that will receive temporary soil stabilization.

Move-in/move-out temporary erosion control includes: (1) moving onto the project when the Engineer determines an area is ready to receive temporary soil stabilization materials, (2) setting up all required personnel and equipment, and (3) moving out all personnel and equipment when work in that area is complete.

## **Temporary Covers**

Temporary cover must be geosynthetic fabric, plastic sheeting, or a combination.

Plastic sheeting must be single-ply geomembrane material, 10 mils thick, complying with ASTM D2103.

Use restrainers to secure the cover fabric or plastic sheeting to the surface of the slope or stockpile.

Restrainers must be one of the following:

1. Gravel-filled bags roped together and spaced not more than 6 feet apart.
2. Wooden lath and anchor restrainers as shown. Wooden lath must be 2 by 4 inches by 8 feet made from fir or pine. Anchor restrainers must be made from steel reinforcing bars and spaced not more than 4 feet apart along the wooden lath.
3. Another authorized method.

Rope must be at least 3/8 inch in diameter and be biodegradable or nondegradable. Biodegradable rope must be made from sisal, manila, or other natural fiber. Nondegradable rope must be made from nylon, polypropylene, or other geosynthetic fiber.

Use a linear sediment barrier under section 13-10.

## **Gravel-Filled Bags**

Gravel-filled bags must:

1. Be made of geosynthetic gravel-filled bag.
2. Have inside dimensions from 24 to 32 inches long and from 16 to 20 inches wide.
3. Have a bound opening to keep gravel. The opening must be sewn with yarn, bound with wire, or secured with a closure device.
4. Weigh from 30 to 50 pounds when filled with gravel.

Gravel for gravel-filled bags must be from 3/8 to 3/4 inch in diameter and must be clean and free of clay balls, organic matter, and other deleterious materials.

## **CONSTRUCTION**

## **General**

Apply temporary soil stabilization materials within 24 hours after an area is ready to receive temporary soil stabilization or before a forecasted storm event. Do not use hydraulically-applied materials under the following conditions:

1. During precipitation
2. Whenever water is standing on or moving across the soil surface
3. Soil is frozen
4. Air temperature is below 40 degrees F during the tackifier's curing period unless allowed by the tackifier manufacturer and authorized

## **PAYMENT**

Bid items paid for by the area are measured parallel with the ground surface except overlaps.

Except for maintaining a temporary cover, you and the County are to share the cost of maintaining soil stabilization measures. The County determines the maintenance cost under section 9-1.04 and pays you 1/2 of that cost.

## **TEMPORARY SEDIMENT CONTROL**

**Most Temporary Sediment Control measures that might be used on an “average project” are not expected to be practical at this site. The dunes are a large area which subject to high winds and blowing sands which the Contractor will not be able to practically control.**

**The contractor’s temporary sediment control measures shall be limited to the temporary covers or grave- filled bags, or an equivalent system approved by the Engineer.**

**No tackifiers or methods requiring planting is requested to prevent foreign materials or plants from entering the park.**

## **GENERAL**

Section 13-6 includes specifications for constructing measures for temporary sediment control.

Temporary linear sediment barriers must comply with section 13-10.

## **MATERIALS**

### **General**

Erosion control blanket must comply with section 21-1.02O(4).

Fiber rolls, rope, stakes, gravel-filled bags, and foam barriers must comply with section 13-10.02.

### **Rigid Plastic Barriers**

A rigid plastic barrier must:

1. Have an integrated filter
2. Have a formed outer jacket of perforated HDPE or polyethylene terephthalate
3. Have a flattened tubular-shaped cross section
4. Be made from virgin or recycled materials
5. Be free from biodegradable filler materials that degrade the physical or chemical characteristics of the completed filter core or outer jacket
6. Have a length of at least 4 feet per unit
7. Have the ability to interlock separate units into a long barrier so that water does not flow between the units
8. Be secured to:
  - 8.1. Pavement with 1-inch concrete nails with 1-inch washers and solvent-free adhesive, gravel-filled bags, or a combination
  - 8.2. Soil with 6-inch nails with 1-inch washers and wood stakes
9. Comply with the values of the properties shown in the following table:

Property	Test method	Value
Grab tensile strength of outer jacket material, lb/sq in, min in each direction	AST M D4632 <sup>a</sup>	4,000
Break strength of outer jacket, lb/sq in	AST M D4632 <sup>a</sup>	1,300
Permittivity of filter core, 1/sec., min	AST M D4491	0.38
Flow rate of filter core, gpm per sq ft	AST M D4491	100 min 200 max
Filter core aperture size, max AOS, microns	--	425
UV stability (outer jacket & filter core), % tensile strength retained after 500 hours, min, xenon-arc lamp and water spray weathering method	AST M D4355	90

<sup>a</sup>or appropriate test method for specific polymer

For a curb inlet without a grate, rigid plastic barriers must be sized to fit the catch basin or drainage inlet and have:

1. Horizontal flap of at least 6 inches with an under-seal gasket to prevent underflows
2. High-flow bypass
3. Vertical height of at least 7 inches after installation

For a grated catch basin without a curb inlet, rigid plastic barriers must be sized to fit the catch basin or drainage inlet and:

1. Cover the grate by at least 2 inches on each side and have an under-seal gasket to prevent underflows
2. Have a high-flow bypass
3. Have a vertical height of at least 1.5 inches after installation

For a curb inlet with a grate, rigid plastic barriers must be sized to fit the catch basin or drainage inlet and have:

1. Horizontal flap that covers the grate by at least 2 inches on the 3 sides that are away from the curb opening and must have an under-seal gasket to prevent underflows
2. High-flow bypass
3. Vertical section that covers the curb opening by at least 5 inches after installation

### **Sediment Filter Bags**

Each sediment filter bag must be sized to fit the catch basin or drainage inlet and have a high-flow bypass.

Sediment filter bags may include a metal frame. If the sediment filter bag does not have a metal frame and is deeper than 18 inches, it must include lifting loops, dump straps, and a restraint cord to keep the sides of the bag away from the walls of the catch basin.

## **CONSTRUCTION**

### **General**

Remove sediment deposits whenever the sediment exceeds 1 inch in depth from the surface of an erosion control blanket.

Remove sediment from a Type 2 sediment trap of a temporary inlet whenever the volume has been reduced by approximately 1/2.

Remove sediment from a sediment filter bag whenever it becomes full or whenever the restraint cords are no longer visible. Empty a sediment filter bag without a metal frame by placing 1-inch steel reinforcing bars through the lifting loops and lifting the filled bag from the drainage inlet. Empty a sediment filter bag with a metal frame by lifting the metal frame from the drainage inlet. Rinse the sediment filter bag before replacing it at the drainage inlet. Whenever rinsing a sediment filter bag, do not allow the rinse water to enter a drainage inlet or waterway.

Whenever you place the removed sediment within the job site, stabilize the sediment deposits to prevent erosion.

### **Temporary Check Dams**

Before placing a temporary check dam, remove obstructions, including rocks, clods, and debris greater than 1 inch in diameter from the ground.

If a temporary check dam is to be placed in the same area as an erosion control blanket, install the blanket before placing the dam.

A temporary check dam must be:

1. Placed approximately perpendicular to the centerline of the ditch or drainage line
2. Installed with sufficient spillway depth to prevent flanking of concentrated flow around the ends of the check dam
3. Type 2 if the ditch is lined with concrete or HMA
4. Type 1 or Type 2 if the ditch is unlined

For a Type 1 temporary check dam:

1. Secure the fiber rolls with rope and notched wood stakes as shown.
2. Drive the stakes into the soil until the notch is even with the top of the fiber roll.
3. Lace rope between the stakes and over the fiber roll. Knot the rope at each stake.
4. Tighten by driving the stakes further into the soil and forcing the fiber roll against the surface of the ditch or drainage line.

Place a Type 2 temporary check dam as a single layer of gravel-filled bags, placed end-to-end to eliminate gaps. If you need to increase the height of the dam, add more layers of gravel-filled bags. Stack the bags in the upper row to overlap the joints in the lower row. Stabilize the rows by adding more rows of bags in the lower layers.

### **Temporary Gravel Bag Berms**

Install a temporary gravel bag berm under section 13-10.03C.

### **PAYMENT**

Items paid for by length are measured along the centerline of the installed material.

Where temporary fiber rolls are joined and overlapped, the overlap is measured as a single installed check dam.

You and the County share the maintenance cost of sediment control measures. The County determines the maintenance cost under section 9-1.04 and pays you 1/2 of that cost.

### **TEMPORARY TRACKING CONTROL**

**For this project, Temporary Tracking Control is not anticipated as the project will be within the park and the site is subject to wind-blown sand. Sweeping will be required as directed by the Engineer at the end of the project, after the paving is complete.**

A temporary Construction access is not required because the site is located at a location of relatively clean wind-blown sand. As such, "mud" which would typically be encountered on many sites is not expected to be an issue.

## **GENERAL**

### **Summary**

Section 13-7 includes specifications for limiting and removing sediment and debris tracked onto roadways.

### **Submittals**

For a construction entrance, submit details for alternatives at least 5 business days before installation. You may propose alternatives for sump and corrugated steel panels. You may eliminate the sump if authorized.

At least 5 business days before starting clearing and grubbing, earthwork, or other activities with the potential for tracking sediment or debris, submit the number and type of street sweeper that will be used on the project.

### **Quality Control and Assurance**

Retain and submit records of street sweeping activities, including sweeping times, sweeping locations, and the quantity of disposed sweeping waste.

## **MATERIALS**

### General

The street sweeper must be one of the following:

1. Mechanical sweeper followed by a vacuum-assisted sweeper
2. Vacuum-assisted dry, waterless, sweeper
3. Regenerative-air sweeper

## **CONSTRUCTION ACCESS**

**For this project, Temporary Construction Access is not anticipated as the project will be within the closed park and the site is subject to wind blown sand such that these Temporary Construction Access requirements do not apply.**

## **TEMPORARY ACTIVE TREATMENT SYSTEM**

**For this project, Temporary Active Treatment System is expected to be limited because as the project will not require excavations in groundwater or create off-site runoff because the project is located on deep sand deposits.**

## **GENERAL**

### **Summary**

Section 13-8 includes specifications for designing, installing, operating, monitoring, maintaining, and removing a temporary active treatment system for the treatment and discharge of uncontaminated groundwater and accumulated stormwater from excavations or other areas requiring dewatering.

Design, installation, operation, and monitoring of an ATS and monitoring of the treated effluent must comply with Attachment F of NPDES *General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ, NPDES No. CAS000002)*.

You may discharge into a publicly owned treatment works system instead of using an ATS. If uncontaminated groundwater, stormwater, or both are discharged to a publicly owned treatment works, obtain a municipal batch discharge permit. You are responsible for all costs and requirements related to obtaining the municipal batch discharge permit and discharging the water.

### **Submittals**

#### **General**

#### **Active Treatment System Plan**

Start the following process for the ATS plan within 20 days of Contract approval:

1. Submit 3 copies of the ATS plan. Allow 20 days for the County's review. The Engineer provides comments and specify the date when the review stopped if revisions are required.
2. Change and resubmit a revised ATS plan within 15 days of receiving the Engineer's comments. The Engineer's review resumes when a complete ATS plan has been resubmitted.



3. When the Engineer authorizes the ATS plan, submit an electronic copy and 4 printed copies of the authorized ATS plan.
4. Allow 15 days for the Engineer to submit the authorized ATS plan to the State Water Resources Control Board and RWQCB.
5. If the Engineer requests changes to the ATS plan based on the State Water Resources Control Board's or RWQCB's comments, amend the ATS plan within 5 business days.

The ATS plan must include:

1. Title sheet.
2. Table of contents.
3. Certification and approval sheet described in the Caltrans *Storm Water Prevention Plan (SWPPP) and Water Pollution Control Plan (WPCP) Preparation Manual*.
4. Amendment log and format described in the Caltrans *Storm Water Prevention Plan (SWPPP) and Water Pollution Control Plan (WPCP) Preparation Manual*.
5. Description and schedule of the discharge activities.
6. Discharge alternatives, including:
  - 6.1. Reuse of treated water for job site activities, such as dust control, irrigation, fill compaction, or concrete batch plant
  - 6.2. Percolation
  - 6.3. Storm sewers
  - 6.4. Surface waters
7. Treatment system description and components.
8. Anticipated flow rates.
9. Operation and maintenance manual for equipment.
10. Monitoring, sampling, and reporting plan, including quality assurance and quality control.
11. Health and safety plan.
12. Spill prevention plan.
13. Field-recorded data, visual inspection, calibration procedures, and examples of logs.
14. Measuring equipment descriptions.
15. Shop drawings showing:
  - 15.1. Section and plan views of stormwater effluent treatment systems
  - 15.2. Location of sampling points for water quality measurements
  - 15.3. Flow path and placement of pipes, hoses, pumps, holding tanks, and other equipment used to convey water
  - 15.4. General position of treatment components relative to excavations or other areas requiring dewatering
  - 15.5. Point of stormwater discharge
16. Daily inspection report form. The daily inspection report must include:
  - 16.1. Discharge volumes
  - 16.2. Water quality monitoring records
  - 16.3. Discharge point information that includes:
    - 16.3.1. Date and time
    - 16.3.2. Weather conditions, including wind direction and velocity
    - 16.3.3. Presence or absence of water fowl or aquatic wildlife
    - 16.3.4. Color and clarity of the effluent discharge
    - 16.3.5. Erosion or ponding downstream of the discharge site
    - 16.3.6. Photographs labeled with the time, date, and location
17. Municipal batch discharge permit from a publicly owned treatment works if required.
18. Coagulant prevention work plan if you use chemical coagulants, in-line flocculants, or both, in the treatment system. The coagulant prevention work plan must include:
  - 18.1. Description of BMPs to prevent accidental spillage, overfeeding into the treatment system, or other mishandling of coagulant agents
  - 18.2. Monitoring plan for all coagulants, flocculants, or both
  - 18.3. Description of the agents, including chemical and trade names

- 18.4. Determination of acute and chronic toxicity for aquatic organisms conforming to EPA methods for the agents
- 18.5. Monitoring plan to detect a residual agent at concentrations at or below established acute toxicity levels for freshwater and marine conditions for that agent

**Notice of Discharge Report**

Whenever observations and measurements confirm that a residual chemical or water quality standard is exceeded:

1. Submit the notice of discharge within 48 hours after exceeding the limits
2. Document the reasons for exceeding the water quality standard and any corrective work performed to prevent a recurrence in the notice of discharge

**Numeric Effluent Limit Violation Report**

Whenever the NEL is exceeded for a risk level 3 project, notify the Engineer and submit a NEL violation report within 6 hours. The report must include:

1. Field sampling results and inspections, including:
  - 1.1. Parameters, analytical methods, reporting units, and detection limits
  - 1.2. Date, location, time of sampling, visual observations, and measurements
  - 1.3. Quantity of precipitation of the storm event
2. Description of BMPs and corrective actions taken to manage NEL exceedance

**Other Active Treatment System Submittals**

If the ATS is discharging treated effluent, submit a daily inspection report within 24 hours.

Submit records of delivery and removal of ATS components.

**Quality Control and Assurance**

A residual chemical for the coagulant must be at less than 10 percent of the maximum allowable threshold concentration for the most sensitive species.

Discharges from an ATS must comply with the NEL values shown in the following table:

**Numeric Effluent Limits**

Parameter	Test method	Detection limit (min)	Unit	Values
Turbidity	EPA 0180.1 or field test with calibrated portable instrument	1	NTU	10 NTU for daily flow-weighted average and 20 NTU for any single sample
pH	Field test with calibrated portable instrument	0.2	pH	Lower NEL = 6.0 Upper NEL = 9.0

**MATERIALS**

**General**

Design and implement an appropriate active water treatment system for the site conditions and anticipated flow rate that includes (1) a treatment system, (2) a collection and conveyance system, and (3) a discharge method.

Design and implement an ATS to capture and treat, within a 72-hour period, a volume equal to the runoff from a 10-year, 24-hour storm event using a watershed coefficient of 1.0.

## **Treatment System**

The treatment system must be capable of removing sediment and turbidity-producing suspended solids. Primary and secondary treatment may be required, or the design of the treatment system may require combined use of the various treatment components in series to achieve effective treatment. The treatment system must have components to:

1. Remove sediment and turbidity-producing suspended solids. Components may include desilting basins, settling tanks, sediment traps, gravity bag filters, sand media filters, pressurized bag filters, cartridge filters, chemical coagulants and in-line flocculants, temporary holding tanks, or any combination necessary to provide primary and secondary treatment.
2. Adjust pH or dissolved oxygen by:
  - 2.1. Addition of sulfuric, phosphoric, citric, or nitric acid under the supplier's specifications for treatment of water with high pH. You may use hydrochloric acid if the water is dechlorinated before discharge.
  - 2.2. Filtration through a limestone bed or addition of sodium hydroxide for treatment of water with a low pH. You may use carbon dioxide diffusion that produces carbonic acid for pH adjustment.
  - 2.3. Aeration for treatment of water with low dissolved oxygen.

## **Collection and Conveyance System**

Provide pumps and piping to convey the water from the point of dewatering or stormwater capture to the treatment system and to the point of discharge. Pumps and piping must comply with section 74-2.

Use a flow meter to measure all discharges from treatment activities.

## **Discharge Method**

Provide a method for discharging treated water and include a discharge location. Do not discharge treated water in a way that impacts the natural bedding and aquatic life.

Discharge treated water:

1. To control dust in active work areas.
2. To land where the grade allows sheet flow and the soil allows infiltration.
3. In a way that does not cause erosion and scour. Whenever scour occurs, repair the damage and install a velocity dissipater.

## **CONSTRUCTION**

### **General**

Water quality must comply with limits for discharge effluents and the receiving waters. Whenever observations and measurements under section 13-8.03B determine the water quality limits are exceeded:

1. Stop the discharge immediately
2. Notify the Engineer
3. Start corrective measures to change, repair, or replace the equipment and procedures used to treat the water

After the Engineer inspects and authorizes your corrective measures, resume treatment and discharge activities under the startup-phase sampling requirements before resuming regular-phase sampling.

Maintain the ATS to provide proper function and prevent leaks. Whenever a component of the dewatering equipment is not functioning properly, discontinue the treatment activities and repair or replace the component.

Sediments removed from uncontaminated areas during maintenance of the treatment system must be dried, distributed uniformly, and stabilized at a location within the project limits where authorized.

Relocate the ATS as needed.

## **Monitoring**

Comply with the manufacturer's instructions for all calibrations of the flow meter. Perform calibrations in the presence of the Engineer.

While the ATS is being operated, monitor:

1. Influent turbidity
2. Effluent turbidity
3. Influent pH
4. Effluent pH
5. Residual chemical
6. Effluent flow rate
7. Effluent flow volume

Monitoring equipment for the ATS must record data at least once every 15 minutes. Cumulative flow data must be recorded daily. The recording system must have the capacity to record a minimum of 7 days of continuous data.

Monitoring equipment must be interfaced with the control system of the ATS to provide shutoff or recirculation whenever effluent readings exceed limits for turbidity and pH. The control system must default to recirculation or shutoff during a power failure or other catastrophic event.

The control system must control the dose of the coagulant, flocculant, or both to prevent overdosing.

Take water quality measurements to verify limit requirements for receiving waters and discharge effluent for:

1. Discharges of water that exceed 4 hours in duration occurring within a 24-hour period as follows:
  - 1.1. If the discharge could affect the receiving body of water in a stormwater drainage system, take measurements at the background and receiving water-sampling locations not more than 1 hour before discharging the treated water.
  - 1.2. Perform start-up phase sampling 10 to 30 minutes after measurable runoff occurs during a storm. Startup-phase sampling includes stormwater runoff, background, and receiving water measurements taken during the first 3 days of discharge. Take samples at regular intervals during the storm. Take at least 4 samples for each discharge lasting 4 hours or more. The time between sampling must not exceed 4 hours.
  - 1.3. Perform regular-phase sampling at least twice daily. Regular-phase sampling includes effluent, background, and receiving water measurements that occur after the 3rd day of activities. Take samples at regular intervals.
  - 1.4. Whenever the receiving body of water noticeably changes in color or clarity, take additional effluent, background, and downstream measurements.
  - 1.5. Whenever an initial measurement shows that the water quality limits are exceeded, take an additional measurement not less than 15 minutes and not more than 1 hour after the initial measurement.
  - 1.6. Whenever the 2nd test confirms the limits were exceeded, revert to the startup-phase sampling requirements before resuming regular-phase sampling.
  - 1.7. For cofferdam maintenance dewatering, you may discontinue regular-phase monitoring after 10 days if the effluent and receiving water measurements are consistently below the water quality limits.
2. Discharges of water for 4 hours or less in duration occurring within a 24-hour period as follows:
  - 2.1. If the discharge could affect the receiving body of water in a stormwater drainage system, take measurements at the background and receiving water-sampling locations no more than 1 hour before discharging the treated water.
  - 2.2. Take effluent, background, and receiving water measurements from 10 to 30 minutes after initiating the discharge. Continue to take measurements every hour.
  - 2.3. Whenever an initial measurement shows that the water quality limits are exceeded, take an additional measurement not more than 15 minutes after the initial measurement.
  - 2.4. Whenever the receiving body of water noticeably changes in color or clarity, take additional effluent, background, and downstream measurements.
3. All other discharges of water as follows:
  - 3.1. Measure stormwater effluent turbidity and pH at the end of the outfall or in-line sampling port.
  - 3.2. Measure receiving water turbidity, pH, and dissolved oxygen at a point within the mixing zone.
  - 3.3. Measure receiving water turbidity, pH, and dissolved oxygen at a point within 15 feet downstream of the discharge point.

- 3.4. Measure natural background turbidity, dissolved oxygen, and pH at a location that is from 9 to 15 feet upstream of the discharge point. If another job site activity is being performed, measure at least 150 feet upstream of the discharge point.
- 3.5. If the discharge is made into a surface body of water or into a stormwater drainage system that produces an observable effect on a surface body of water, monitor the receiving water.
4. Receiving water and natural background measurements as follows:
  - 4.1. If the receiving water is deeper than 3 feet, take depth-averaged measurements by taking samples from 3 points within the water column and averaging the following 3 measurements:
    - 4.1.1. 12 inches below the surface.
    - 4.1.2. Mid-depth.
    - 4.1.3. 12 inches above the bottom.
  - 4.2. If the receiving water is less than 3 feet in depth, take the measurement 12 inches below the surface.

Comply with the manufacturer's instructions for the use and calibration of meters and devices for taking water quality measurements. Perform calibrations in the presence of the Engineer.

## **TEMPORARY CONCRETE WASHOUTS**

### **GENERAL**

#### **Summary**

Section 13-9 includes specifications for installing temporary concrete washouts. Temporary concrete washouts include:

1. Temporary concrete washout facilities
2. Portable temporary concrete washouts
3. Temporary concrete washout bins

#### **Submittals**

At least 5 business days before concrete activities start, submit an informational submittal that includes:

1. Location of each concrete washout
2. Name and location of the off-site concrete waste disposal plant to receive the concrete waste
3. Copy of the permit issued by the RWQCB for the off-site commercial disposal plant
4. Copy of the permit issued by the state or local agency having jurisdiction over the disposal plant if the disposal site is located outside of the State

Retain and submit an informational submittal for records of disposed concrete waste, including weight tickets and receipts for delivery and removal of temporary concrete washouts.

Submit a certificate of compliance for:

1. Gravel-filled bag
2. Plastic liner

Submit a sample of your alternate attachment device for temporary sediment barriers if you propose not to use staples.

## **MATERIALS**

### **General**

The sign for a concrete washout must comply with section 12-3.06B(3), except the sign panel may be plywood if authorized. The sign panel must be at least 2 by 4 feet in size. The sign legend must read "Concrete Washout" in at least 3-inch high black letters on a white background.

#### **Temporary Concrete Washout Facility**

Stakes for a temporary concrete washout facility must comply with section 13-10.02C.

Straw bales for a temporary concrete washout facility must comply with section 13-10.02H.

Gravel-filled bags for a temporary concrete washout facility must comply with section 13-5.02G.

The plastic liner for a temporary concrete washout facility must be:

1. Single ply, new polyethylene sheeting, without seams or overlapping joints
2. At least 10 mils thick
3. Free of holes, punctures, tears or other defects

#### **Portable Temporary Concrete Washout**

A portable temporary concrete washout must be a commercially available, watertight container with enough capacity to contain all liquid and concrete waste generated by washout activities without seepage or spills and be:

1. At least 55 gallons in capacity.
2. Labeled for exclusive use as a concrete waste and washout facility. Stencil "Concrete Waste Material" in 3-inch high black letters on white background where the top of stenciling is 12 inches from the top of the container.

#### **Temporary Concrete Washout Bin**

A temporary concrete washout bin must be a commercially available, watertight container with enough capacity to contain all liquid and concrete waste generated by washout activities without seepage or spills and be:

1. At least 5 cubic yards in capacity
2. Roll-off type with or without folding steel ramps
3. Labeled for exclusive use as a concrete waste and washout facility

### **CONSTRUCTION**

Place a concrete washout at the job site:

1. Before concrete placement activities start
2. In the immediate area of concrete work where authorized
3. No closer than 50 feet from storm drain inlets, open drainage facilities, ESAs, and watercourses
4. Away from traffic or public access areas

Install a concrete washout sign adjacent to each concrete washout location.

Use a concrete washout to collect:

1. Washout from concrete delivery trucks
2. Slurries containing PCC or HMA from sawcutting, coring, grinding, grooving, and hydro-concrete demolition
3. Concrete waste from mortar mixing stations

Do not fill a concrete washout higher than 6 inches below the upper rim.

Remove and dispose of concrete waste within 2 business days after a concrete washout becomes filled. Dispose of concrete waste material from a concrete washout at a plant licensed to receive solid concrete waste, liquid concrete waste, or both.

Relocate a portable temporary concrete washout or bin as needed for concrete work.

The County does not pay for relocating a portable temporary concrete washout or bin.

Secure a portable temporary concrete washout or bin to prevent spilling of concrete waste material whenever it is being relocated or transported within the job site. Whenever any spilled material is observed, clean up the spilled material and place it back into the concrete washout unit.

### **TEMPORARY LINEAR SEDIMENT BARRIERS**

#### **GENERAL**

##### **Summary**

Section 13-10 includes specifications for installing temporary linear sediment barriers.

##### **Submittals**

Submit a certificate of compliance for:

1. Fiber roll
2. Safety cap for metal posts
3. Silt fence fabric
4. Sediment filter bag
5. Foam barrier
6. Gravel-filled bag fabric

If you substitute steel wire staples with an alternative attachment device, submit a sample of the device for approval at least 5 business days before installation.

## **MATERIALS**

### **General**

Fasteners and stakes must comply with section 21-1.02R.

### **Fiber Roll**

Fiber rolls must comply with section 21-1.02P.

Fiber rolls for a large sediment barrier must be Type B, except the dimensions must be from 18 to 22 inches in diameter, at least 8 feet long, and weigh at least 6.5 pounds per linear foot.

### **Posts**

Posts must be wood or metal.

Wood posts must be:

1. At least 2 by 2 inches in size and 4 feet long
2. Untreated fir, redwood, cedar, or pine, cut from sound timber
3. Straight and free of loose or unsound knots and other defects that could render the posts unfit for use
4. Pointed on the end to be driven into the ground

Metal posts must:

1. Be at least 4 feet long.
2. Be made of steel.
3. Have a U-shaped, T-shaped, L-shaped, or other cross-sectional shape that can resist failure from lateral loads.
4. Be pointed on the end to be driven into the ground.
5. Weigh at least 0.75 pound per foot.
6. Have a safety cap attached to the exposed end. The safety cap must be orange or red plastic and must fit snugly onto the metal post.

Do not use metal posts for a temporary large sediment barrier.

Posts for a temporary reinforced silt fence must be at least 6 feet in length for a Type 1 installation and 5 feet in length for a Type 2 installation.

Posts used as stakes for a temporary straw-bale barrier must be wood or metal.

### **High Visibility Fence**

High visibility fabric must contain UV inhibitors and comply with the requirements in the following table:

Property	Specifications	Requirements
Width, inches, min	Measured	48
Opening size inches	Measured	1" x 1" (min) 2" x 4" (max)
Color	Observed	Orange
Roll weight, lb, min for 4' x 100'	Measured	12

roll		
Tensile strength, lb, min	ASTM D4595	320

### **Wire Mesh**

Wire mesh for a temporary reinforced silt fence must comply with section 80-2.02E, be fabricated from at least 14-gage horizontal and vertical wires welded at each intersection, and have a maximum opening 2 inches wide by 4 inches high. The fence must be supplied in 50-foot rolls.

### **Wire**

Wire for guy wires and tie wires for a temporary reinforced silt fence must be 16-gage iron or steel.

### **Anchors**

Anchors for a temporary reinforced silt fence must be fabricated from no. 4 steel reinforcing bar.

### **Straw Bales**

Straw for straw bales must comply with section 21-1.02I.

Straw bales must be:

1. At least 14 inches wide, 18 inches high, 36 inches long, and weigh at least 50 pounds.
2. Composed entirely of vegetative matter except for the binding material.
3. Bound by wire, nylon, or polypropylene string. Do not use jute or cotton binding. Baling wire must be at least 16 gauge. Nylon or polypropylene string must be approximately 0.08 inch in diameter with 80 pounds of breaking strength.

### **Gravel-filled Bag Berms**

Gravel-filled bags for the temporary gravel bag berm must comply with section 13-5.02G.

## **CONSTRUCTION**

### **General**

Before installing a temporary linear sediment barrier, remove obstructions, including rocks, clods, and debris greater than 1 inch in diameter from the ground.

Maintain a temporary linear sediment barrier to provide sediment-holding capacity and to reduce concentrated flow velocities.

Repair or adjust the barrier whenever rills and other evidence of concentrated runoff are occurring beneath the barrier.

Repair or replace split, torn, or unraveled material. Add or replace posts, stakes, or fasteners as needed to prevent sagging or slumping.

Whenever a barrier becomes detached or dislodged from the pavement, reattach it.

Repair a split or torn rigid plastic barrier with 16-gauge galvanized steel wire or UV-stabilized cable ties from 5 to 7 inches in length.

Remove sediment deposits, trash, and other debris as needed or ordered.

Remove sediment deposits whenever the sediment exceeds:

1. 1/3 of the height above ground behind a fence
2. 1 inch in depth behind a flexible sediment barrier

Whenever you place the removed sediment deposits within the job site, stabilize the sediment deposits to prevent erosion.



Place gravel-filled bags behind Type K temporary railing if used within a shoulder area.

### **Temporary Fiber Rolls**

Install temporary fiber rolls under section 21-1.03P.

### **Temporary Gravel Bag Berms**

Place the bags end-to-end to eliminate gaps. Place bags approximately parallel with the slope contour. Angle the last 6 feet upslope at the downhill end of the run. Stack the bags so that the upper row overlaps joints in the lower row.

If you need to increase the height of a temporary gravel bag berm, add more layers of gravel-filled bags. Stack the bags in the upper row to overlap the joints in the lower row. Stabilize the rows by adding more rows of bags in the lower layers.

### **Temporary Large Sediment Barriers**

Install a temporary large sediment barrier as follows:

1. Place a single row of fiber rolls end-to-end approximately parallel with the slope contour. For any 20-foot section of fiber roll, do not allow the fiber roll to vary by more than 5 percent from level.
2. Place the fiber rolls in a furrow that is from 6 to 8 inches deep.
3. Secure the fiber rolls with wood stakes 4 feet apart.
4. Place a stake 18 inches from each end of each fiber roll.
5. Drive the stakes into the soil so that the top of the stakes are less than 2 inches above the top of the fiber rolls.
6. Angle the last 6 feet upslope at the downhill end of the run.

### **Temporary Reinforced Silt Fences**

**Temporary Silt fences are not expected to be practical because : the high winds at this site would blow them down.**

Place a temporary reinforced silt fence parallel with the slope contour. For any 50-foot section of reinforced silt fence, do not allow the elevation at the base of the fence to vary by more than 1/3 of the fence height.

Install a temporary reinforced silt fence as follows:

1. Dig a 6-inch deep trench.
2. Place the wire mesh and the bottom of the silt fence fabric in the trench.
3. Place posts on the downhill side of the fabric and wire mesh.
4. Attach the silt fence fabric to the wire mesh with tie wires or locking plastic fasteners along the length of the fence at not more than 3-foot horizontal spacing and from top to bottom at not more than 8-inch vertical spacing.
5. Backfill the trench with soil by hand or mechanical tamping to secure the silt fence fabric and the wire mesh in the trench.
6. Attach guy wires and anchors at each post. Install at least 2 anchors and guy wires at angle points and end posts.

Connect sections of temporary reinforced silt fence as follows:

1. Join separate sections of the silt fence to form reaches not more than 500 feet long. Each section must be a continuous run of silt fence from end-to-end or from an end to an opening, including joined panels.
2. Secure the end posts of each section by wrapping the tops of the posts with at least 2 wraps of 16-gauge tie wire.

If temporary reinforced silt fence Type 1 is shown, attach high-visibility fabric to the steel posts by using tie wires or locking plastic fasteners.

### **Temporary Silt Fences**

Construct a temporary silt fence with silt fence fabric, posts, and fasteners assembled at the job site or with prefabricated silt fence.

If prefabricated silt fence is used, attach the fabric to the posts by inserting the posts into the sewn pockets. If assembled at the job site:

1. Fasten the fabric to the posts with staples or nails if wood posts are used
2. Fasten the fabric to the posts with tie wires or locking plastic fasteners if steel posts are used
3. Space the fasteners not more than 8 inches apart

Place temporary silt fence parallel with the slope contour. For any 50-foot section of temporary silt fence, do not allow the base elevation of the fence to vary by more than 1/3 of the height of the fence above the ground.

Install a temporary silt fence as follows:

1. Place the bottom of the fabric in a 6-inch deep trench
2. Secure it with the posts placed on the downhill side of the fabric
3. Backfill the trench with soil and compact by hand or mechanical methods to secure the fabric in the trench

Connect sections of a temporary silt fence as follows:

1. Join separate sections of the silt fence to form reaches not more than 500 feet long. Each section must be a continuous run from end-to-end or from an end to an opening, including joined panels.
2. Secure the end posts of each section by wrapping the tops of the posts with at least 2 wraps of 16-gauge tie wire.

You may install the silt fence by mechanically pushing the silt fence fabric vertically into the soil. Mechanically installed fabric must not slip out of the soil or allow sediment to pass under the fabric.

### **Temporary Straw Bale Barriers**

Install a temporary straw bale barrier as follows:

1. Place a single row of straw bales end-to-end parallel with the slope contour. For any 20-foot section of straw bale barrier, do not allow it to vary by more than 5 percent from level.
2. Place straw bales in a trench or keyed into the slope. Place the bales so that the binding wire or string does not come in contact with the soil.
3. Secure each straw bale with 2 stakes. The first stake in each bale must be driven toward the previously laid bale to force the bales together.
4. Drive the stakes into the soil so that the top of the stake is less than 2 inches above the top of the straw bale.
5. Angle the last 6 feet upslope at the downhill end of the run.

### **Temporary Foam Barriers**

**Temporary Foam Barriers are not expected to be practical at this site do to the high winds.**

Secure temporary foam barriers to the pavement with nails and adhesive, gravel-filled bags, or a combination.

Install the foam barrier with the horizontal flap in a 3-inch deep trench and secure with nails and washers placed not more than 4 feet apart. Secure the barrier with 2 nails at the connection points where barriers overlap. Do not pierce the barrier's core with nails or stakes.

### **Temporary Earthen Berms**

Construct a temporary earthen berm with native soil or selected material at least 8 inches high by 36 inches wide. Compact by hand or mechanical methods.

### **PAYMENT**

All labor, materials, tools, equipment and incidentals for payment of the SWPPP (SO2) shall be included in various items of work, and no other compensation shall be made therefore.

## **10-1.08 PRESERVATION OF PROPERTY**

Attention is directed to the provisions in Section 5-1.36, "Property and Facility Preservation ," of the Standard Specifications.

## **10-1.09 COOPERATION**

Attention is directed to Sections 5-1.20, "Coordination with Other Entities," and 5-1.36D, "Non-Highway Facilities" of the Standard Specifications and these Special Provisions.

It shall be the responsibility of the contractor to work with the local utility companies to locate all underground utility service lines within the project limits prior to any excavation work. The Contractors attention is directed to the Section entitled "Compliance With One Call Underground Service Alert," elsewhere in these Special Provisions.

**Underground Service Alert-Southern California (USA)  
Telephone: 1(800) 422-4133 or 1 (800) 227-2600**

## **10-1.10A EARTHWORK**

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these special provisions.

In this contract, "Roadway Excavation" the contractor may use material generated from a local borrow site, , in areas requiring "fill". This material will be considered "Roadway Excavation". Alternatively, the contractor may use imported material at their own expense and without additional compensation, to expedite the work.

Where a portion of the existing roadway surfacing is to be removed, the outline of the area to be removed shall be cut on a neat line with a power-driven saw to a minimum depth of 0.17-foot before removing the surfacing. Full compensation for cutting the existing surfacing shall be considered as included in the contract price paid per cubic yard for roadway excavation and no additional compensation will be allowed therefor.

Reinforcement or metal attached to reinforced concrete rubble placed in embankments shall not protrude above the grading plane. Prior to placement within 2 feet below the grading plane of embankments, reinforcement or metal shall be trimmed to no greater than 3/4 inch from the face of reinforced concrete rubble. Full compensation for trimming reinforcement or metal shall be considered as included in the contract prices paid per cubic yard for the types of excavation shown in the Engineer's estimate, or the contract prices paid for furnishing and placing imported borrow or embankment material, as the case may be, and no additional compensation will be allowed therefor.

## **10-1.10B SOIL CEMENT (NATIVE-SAND)**

This work consists of mixing in-place soil, Portland cement and water, then spread, mix and compact the mixture to the lines, grades and dimensions shown on the plans or as specified in these specifications or special provisions.

In this contract, the term "in-place" soil includes the material placed as part of the Roadway Excavation item.

In this contract the effort to grade the material which will create the roadway embankment and subgrade, both in cut and in fill are considered "Roadway Excavation". The additional effort and materials to transform that portion of the subgrade shown on the plans as "Soil Cement (Native Sand)" is included in the Soil Cement (Native Sand) item.

## **Materials**

**In-place material** to be treated shall contain no rocks or solids other than soil clods larger than 2 1/2 inches in any dimension. Removing and disposing of said rocks or solids larger than 2.5 inches/60 millimeters will be paid for as extra work. Deleterious materials such as sod, brush, or roots shall be separated from soil materials during the selection, blending, and routing operations.

**Portland Cement, Type II, GU** (general use), ASTM C 150. Portland cement shall be protected from moisture until used and be sufficiently dry to flow freely when handled.

**Water** shall be clean and potable and shall be added as needed during mixing operations, during compacting, during the curing period, and to keep the cured material moist until covered.

**Curing Compound**, Curing compound shall be used.

### **Proportioning/Spreading**

The Portland Cement shall be spread in one operation to the required width, grade, and cross section. Portland Cement shall be evenly spread at the designated rate and shall not vary by more than 10 percent on any area. Only a mechanical spreader able to provide a uniform distribution of the Portland Cement throughout the treatment area shall spread the Portland Cement. The Portland Cement shall be added in a dry state and precautions shall be taken to prevent dusting.

A certified shipping weight ticket shall be provided at time of delivery.

Tailgate spreading of the Portland Cement will not be permitted. The spreader truck shall demonstrate the ability to maintain a consistent spread rate over variable travel speeds. The contractor will demonstrate the consistency of the spread rate by conducting multiple pan tests. The pan will be provided by the contractor and will be 1x3 sq. ft. in size.

No traffic other than the mixing equipment or other related construction equipment will be allowed to pass over the spread Portland Cement until after completion of mixing.

### **Mixing**

Mixing equipment shall be equipped with a visible depth indicator showing mixing depth and a controllable water additive system for regulating water added to the mixture.

Mixing equipment shall be of the type that can mix to the full depth of the desired thickness on the first pass and leave a relatively smooth bottom of the treated section. Mixing and re-mixing, regardless of equipment used will continue until the material is uniformly mixed, free of streaks or pockets of cement. Moisture content shall be minimum of **1 to 2 percent** over the treated soils design optimum after the mixing.

Portland cement treated material shall not be mixed or spread while the atmospheric temperature is below 35 F or below 1.67 C.

The entire mixing operation shall be completed within 2 hours of the initial spreading of cement, unless otherwise permitted by the Engineer.

When the time between completion of compaction on a layer and start of placement of the next layer is greater than two (2) hours, the Contractor shall scarify the surface to a depth of one (1) inch at a maximum spacing of twelve (12) inches unless specified otherwise in Section 15 or approved by the Engineer. The Contractor shall clean off the scarified surface thoroughly by power brooming or other approved methods prior to proceeding. The broomed surface shall then be thoroughly moistened over its entire surface before the next layer of soil-cement is placed.

### **Compacting**

The Portland Cement treated soil shall be compacted to a minimum relative compaction determined by ASTM D1557 modified by using the maximum wet density compared to the in-place wet density, and ASTM D 6938 wet method using a nuclear gauge in the field.

The maximum compacted thickness of a single layer may be any thickness the contractor can demonstrate to the Engineer that his equipment and method of operation will provide the required compacted density throughout the layer. Initial compaction shall be performed by means of sheepfoot compactor. Each layer shall be compacted to 90 percent of the maximum density as determined by the latest version of ASTM D 1557.

Final rolling shall be by means of steel-tired or pneumatic tired rollers. Areas inaccessible to rollers shall be compacted to the required compaction by other means satisfactory to the Engineer.

All excess material above the grade tolerance specified by the plans should be removed from the grade prior to final compaction of the treated soils. This excess material can be used in areas inaccessible to mixing equipment, provided it is place within a 2-hour window. The trimmed and completed surface shall be rolled with steel or pneumatic tired rollers. Minor indentations may remain in the surface of the finished material as long as no loose material remains in the indentations.

### **Protecting and Curing**

**Moistening Bonding Surfaces** - Compacted surfaces of soil-cement that are to receive an overlay of soil-cement or concrete shall be kept moist until placement of the overlay or adjacent layer of soil-cement or asphalt. The Contractor will not be required to keep such surfaces moistened for longer than seven (7) days, unless the overlay of soil-cement or concrete is not accomplished within seven (7) days as a result of the Contractor's operations.

**Curing Finished Exposed Surfaces** - Concrete curing compound conforming to ASTM C 309 of the type specified shall be applied at a rate of not less than one (1) gallon per 150 square feet of surface using constantly agitating, pressure spray equipment. It shall form a uniform, continuous, adherent film that shall not check, crack, or peel.

The surfaces of each section of soil-cement to be treated with curing compound shall be moistened with a light spray of water immediately after the section has been compacted. As soon as the surface film of moisture disappears, but while the surface still has a damp appearance, the curing compound shall be applied. Special care shall be implemented to insure ample coverage with the compound at edges, corners, and around rough spots. After application of the curing compound has been completed and the coating is dry to the touch, any required repair of the soil-cement surfaces shall be performed. All curing compound or other foreign substances shall be removed from the area prior to receiving additional soil-cement to ensure a clean bonding surface. Each repair, after being finished, shall be moistened and coated with curing compound in accordance with the foregoing requirements.

Method 2. Curing moisture shall be maintained by sprinkling, flooding, fog spraying, or covering with continuously moistened canvas, cloth mats, straw, sand, or other approved material. Water and/or covering shall be applied in such a manner that the soil-cement surface is not eroded or otherwise damaged.

Method 3. Waterproof paper or plastic sheeting shall be used to completely cover the soil-cement and prevent moisture loss. Adjoining sheeting shall be overlapped at least one (1) foot and weighted or taped to prevent moisture loss at joints. Sheeting shall be anchored sufficiently to prevent displacement due to wind.

All Methods. The curing process shall be maintained for seven (7) days. Any curing compound that is removed from the surface or damaged within seven (7) days after application shall be repaired immediately. The Contractor shall have all equipment and materials required for curing at the site ready for use before starting soil-cement placement activities.

### **Final Grading**

Final grading shall be completed within 3 hours after compaction requirement has been achieved. Contractor shall complete all grading of treated areas on the same day of treatment. The engineer may order micro cracking with a 10-ton smooth drum roller prior to paving.

**Inspection and Testing**

During the course of the work, the Engineer will perform such quality assurance tests as are required to identify materials; determine compaction characteristics; determine moisture content; and determine density of soil-cement in-place. Tests performed by the Engineer will be used to verify that the soil-cement placed conforms to contract requirements of the specifications and not as a replacement for the Contractor’s quality control program.

The portland cement content of the cement treated base shall be 7% percent by weight of the dry aggregate. .

The compressive strength of the Cement Treated Base (Native Sand) shall be 200 PSI at 7 days.

Cement treated base shall be mixed by an operation proposed by the Contractor and approved by the Engineer.

Cement treated base shall be spread by the Type 3 method (using equipment that the Contractor elects) and as approved by the Engineer.

Existing asphalt concrete, portland cement concrete pavement, and cement treated base to be removed may be processed and used within the cement treated base.

The unit price for SOIL CEMENT (NATIVE SAND) shall include full compensation for all labor, materials, tools, equipment and incidentals necessary for excavation from a local borrow site defined by the Engineer, transporting, mixing, watering, placement and grading to create the fills and roadway subgrade complete in place, and no other compensation shall be made therefore.

**10-1.11 HOT MIX ASPHALT**

**GENERAL**

**Summary**

This work includes producing and placing hot mix asphalt (HMA) Type B using the Standard process. Comply with Section 39, "Hot Mix Asphalt," of the Standard Specifications.

**MATERIALS**

**Asphalt Binder**

The grade of asphalt binder mixed with aggregate for HMA Type B must be PG 64-10

**Aggregate**

Specified Total Thickness Range	Grading
0.20 foot and above	3/4-inch

The aggregate for HMA Type A must comply with the 3/4 grading.

**CONSTRUCTION**

Before opening the lane to public traffic, pave shoulders and median borders adjacent to a lane being paved.

**Conform Tapers**

Place shoulder conform tapers concurrently with the adjacent lane's paving.

Place additional HMA along the pavement's edge to conform to road connections and private drives. Hand rake, if necessary, and compact the additional HMA to form a smooth conform taper.

## **PAYMENT**

The unit price paid for Hot Mix Asphalt (Type B) 3/4 inch includes full compensation for all labor, materials, tools, equipment and incidentals for placing and grading Hot Mix Asphalt (Type B) 3/4 inch, and no other compensation shall be made therefore.

### **10-1.12 SURVEY CONTROL AND STAKING**

Section 2-9 "Surveying," of the Standard Specifications for Community Services Construction is amended as follows.

The Contractor shall be responsible for all project construction surveying and for establishing necessary lines and grades to complete the work specified on the plans and these special provisions. Surveying shall be performed under the direction of a Licensed Land Surveyor or Civil Engineer authorized by the State of California to provide these services.

The Engineer Shall furnish the Contractor the electronic linework for the proposed roadway centerline and corridor model in AutoCAD "CIVIL3d" format.

SURVEY CONTROL AND STAKING shall be paid for on a lump sum basis.

The contract lump sum price paid for SURVEY CONTROL AND STAKING shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in survey control and staking, as specified in the Standard Specifications and these special provisions, as shown in the plans and as directed by the Engineer.

SURVEY CONTROL AND STAKING - LS

## **10-2. BLANK**

## **10-3. BLANK**

### **10-4. SUPPLEMENTAL WORK AND/OR SUPPLEMENTAL PAYMENTS**

The Contractor's attention is directed to "Supplemental Work Payments," of these Special Provisions and these special provisions.

#### **10-4.01 SUPPLEMENTAL WORK (WATER POLLUTION CONTROL MAINTENANCE SHARING)**

For items identified on the approved Water Pollution Control Cost Break-Down, the cost of maintaining the temporary water pollution control practices shall be divided equally by the State and the Contractor as shown in Water Pollution Control of these special provisions.

Funds for the County's Portion of Water Pollution Control Maintenance Sharing will come from the Item Code 066595, "Supplemental Work (Water Pollution Control Maintenance Sharing)," as described in Supplemental Work Payments of these Special Provisions and as shown on the Bid Schedule, of the Proposal.

#### **10-4.02 SUPPLEMENTAL WORK (ADDITIONAL WATER POLLUTION CONTROL)**

Adjustments in the items of work and quantities listed in the approved cost break-down shall be made when required to address amendments to the SWPPP, except when the adjusted items are paid for as extra work.

Funds to pay for adjusted items that are to be for are paid as extra work will come from Item Code 066596, "Supplemental Work (Additional Water Pollution Control)".

#### **10-4.03 SUPPLEMENTAL WORK (STORM WATER SAMPLING AND ANALYSIS)**

Storm water sampling and analysis will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications. No payment will be made for the preparation, collection, analysis, and reporting of storm water samples required where appropriate BMPs are not implemented prior to a rain event, or if a failure of a BMP is not corrected prior to a rain event.

Funds to pay for Storm water sampling and analysis that are to be for are paid as extra work will come from Item Code 066597, "Supplemental Work (Storm Water Sampling and Analysis)".

#### **10-4.04 SUPPLEMENTAL WORK (ENVIRONMENTAL OBLIGATIONS)**

Certain work required to comply with environmental protection requirements that may be outside existing permit, agreement or contract requirements will be required.

Funds to pay for Environmental Obligations work will come from Item Code 966024, "Supplemental Work (Environmental Obligations)".

The types of work required to comply with Environmental Obligations will be paid for as extra work as provided in Section 4-1.03D "Extra Work," of the Standard Specifications.

#### **10-4.05 SUPPLEMENTAL WORK (PUBLIC CONVENIENCE AND SAFETY)**

In accordance with the provisions of Section 4-1.03D, "Extra Work," and Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, these special provisions and as directed by the Engineer.

1. Furnish, erect, maintain, move and remove any additional construction area signs ordered by the Engineer.
2. Provide traffic control in accordance with the provisions of Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and Sections 10-1.12, "Maintaining Traffic" and 10-1.13, "Traffic Control For Lane Closure," of these Special Provisions.
3. Provide hand held portable radios for all flag persons as directed by the Engineer. Payment for the rental of hand held portable radios shall be one-half of such cost in accordance with Section 12-2.02, "Flagging Costs" of the Standard Specifications.
4. Furnish and operate pilot car during various operations as directed by the Engineer and as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications and Section and Section 10-1.08, "Traffic Control For Lane Closure," of these Special Provisions.
5. Comply with various extra work provisions or requirements in the following Sections of these Special Provisions:

"Construction Area Signs"



"Maintaining Traffic"  
"Traffic Control System For Lane Closure"

Maintain roadway for the convenience of public traffic in accordance with the provisions of Section 7-1.08, "Public Convenience," and Section 7-1.09, "Public Safety," of the Standard Specifications and Section 10-1.01, "Order of Work," of these Special Provisions.

Labor, equipment and materials approved by the Engineer as necessary, will be paid for as provided in accordance with the provisions in Section 9-1.03, "Force Account Payments," of the Standard Specifications and these Special Provisions.

Funds for the County's Portion of "Public Safety and Convenience" will come from the Item Code 966070, "Supplemental Work (Public Convenience And Safety, County Portion)," as described in "Supplemental Work Payments" of these Special Provisions and as shown on the Bid Schedule, of the Proposal.

**10-4.06 SUPPLEMENTAL FUNDS (ASPHALT PRICE INDEX FLUCTUATIONS) – LS**

The compensation payable for the various types of paving asphalt binder and asphaltic emulsion will be increased or decreased in conformance with the provisions in Section, "*Compensation Adjustments For Price Index Fluctuations*" of these special provisions.

Funds to pay for increasing costs will come from the Item "*Supplemental Funds (Asphalt Price Index Fluctuations)*".

*966080 SUPPLEMENTAL FUNDS (ASPHALT PRICE INDEX FLUCTUATIONS) – LS*

#### **10-5. PERMITS AND AGREEMENTS**

Contractor shall be fully responsible for complying with all of the conditions listed in the attached permits.

Full compensation for all materials, tools, labor and any incidentals necessary for implementing and following all guidelines, conditions and restrictions of the Coastal Development Permit as well as any required tax, sales tax, permit or license fee shall be covered under all various items of work and no additional compensation shall be made therefore.

**There is a Coastal Development Permit which is under review and expected to be approved on December 19, 2011. Once approved we will add it to the Special Provisions as an Addendum. You will be notified by E-mail, once you are a Registered Plan Holder, of any changes, added reports or addenda to this project.**



# United States Department of the Interior



FISH AND WILDLIFE SERVICE  
Ventura Fish and Wildlife Office  
2493 Portola Road, Suite B  
Ventura, California 93003

IN REPLY REFER TO:  
08EVEN00-2012-TA-0571

November 4, 2011

Brian Roney  
Interim Director of Parks  
Santa Barbara County Parks  
610 Mission Canyon Road  
Santa Barbara, California 93105

Subject: Concurrence Request for Replacement of a Section of the Rancho Guadalupe  
Dunes County Park Access Road, Santa Barbara County, California

Dear Mr. Roney:

We are responding to your request for our concurrence with your determination that the proposed replacement of a segment of the Rancho Guadalupe Dunes County Park (Park) access road will not result in take of the federally endangered California least tern (*Sterna antillarum browni*) or the federally threatened western snowy plover (*Charadrius alexandrinus nivosus*). We received your request, dated September 14, 2011, in our office on September 19, 2011.

The U.S. Fish and Wildlife Service's (Service) responsibilities include administering the Endangered Species Act of 1973, as amended (Act) including sections 7, 9, and 10. Section 9 of the Act and its implementing regulations prohibit the take of listed species without special exemption. Take is defined as to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture or collect, or to attempt to engage in any such conduct. Harassment is defined by the Service as an intentional or negligent action that creates the likelihood of injury to listed species by annoying it to such an extent as to significantly disrupt normal behavioral patterns which include, but are not limited to, breeding, feeding, or sheltering. Harm is further defined by the Service to include significant habitat modification or degradation that results in death or injury to listed species by significantly impairing essential behavioral patterns, including breeding, feeding, or sheltering (50 CFR 17.3). Exemptions to the prohibitions against take may be obtained through coordination with the Service in two ways: through interagency consultations for projects with Federal involvement pursuant to section 7 of the Act or through the issuance of an incidental take permit under section 10(a)(1)(B) of the Act.

The County of Santa Barbara (County) is proposing to replace a length of the Park access road that washed out during high flows in the Santa Maria River during winter/spring 2011. The road formerly provided passage for vehicles between the Park entrance and the parking lot near the beach. The County closed the damaged portion of the road to traffic, and beach visitors must park before the washout area and hike the remaining mile to the beach. The County proposes to

construct a segment of new road approximately 200 feet (or less) south of the damaged road. This new segment would circumvent the damaged pavement and restore vehicular access to the beach parking lot. If funding becomes available, the County would remove the existing pavement remaining from the washed out segment of the access road. This would occur during the same activity window as the new road construction. During a phone call between Mitch Medeiros of your staff and David Simmons of our office, we clarified project description and added avoidance measures. These include the exact construction window, staging areas, and a worker training session.

Both the California least tern and western snowy plover are known to occur and breed in the Park from March through September. However, California least terns are not known to breed in the proposed project area, and we do not expect the species to occur in the Park during the proposed activities. Western snowy plovers are known to occur in the Park year-round. The species has been known to breed within the project area; however, plovers breed in the project area with less frequency than other parts of the Park. Wintering western snowy plovers typically occur on or immediately adjacent to the beach during the non-breeding season, and we do not expect western snowy plovers to occur in the proposed project area during project activities.

Either of the subject species could be affected by human presence, construction vehicles, habitat disturbance, or other stressors associated with the proposed activities. The County will implement the following measures to avoid take of the California least tern and western snowy plover:

1. The County will conduct project activities between October 1 and the last day of February to avoid the breeding season for the California least tern and western snowy plover.
2. The County will employ a Service-approved biologist to survey the proposed project area prior to construction activities. A Service-approved monitor will be present during all phases of construction activity. The biologist/monitor will have the discretion to stop work if he/she determines it is necessary to prevent project activities from causing take of listed species. The County will submit the biologist/monitor's qualifications to the Service for review at least 15 days prior to ground disturbance.
3. The biologist/monitor will conduct a brief training session for all project workers who will be working in the project area. The training will, at a minimum, describe identification and basic life history of the California least tern and western snowy plover; the measures that will be implemented to avoid impacts to these species; and the reasons for adhering to the avoidance measures (e.g., potential consequences of violating the Act).
4. To the extent possible, the County will design the road and road shoulder to discourage the need for future on going road clearing and maintenance.

5. The County will align the road within areas least used by the California least tern, western snowy plover, and other bird species.
6. To minimize impacts to wildlife habitat, the County will stage construction equipment on existing pavement or in the maintenance yard across from the Gordon Sand facility.
7. The County will conduct post-construction surveys to document any presence of and/or impacts to the California least tern or western snowy plover.

We concur with your determination that the construction of a new road segment, as proposed, will not result in take of the California least tern or western snowy plover. Our concurrence is based on the following:

1. We do not expect the California least tern or the western snowy plover to occur in the project area between October 1 and the last day of February;
2. We do not expect the new road segment to cause a substantial loss of habitat, because (1) we expect the old road footprint to quickly revert to suitable habitat as it weathers and is covered by sand, and (2) the new road will be a similar width and only slightly longer than the old road; and
3. The County will implement the aforementioned avoidance measures.

Our concurrence applies only to the *construction* of the new road segment as described in your request and in this letter. Our concurrence does not apply to the operation and maintenance of the new road segment or the access road as a whole. Vehicular use of the Park access road has caused mortality of western snowy plovers in the past and can reasonably be expected to adversely affect the species in the future. We understand that the County is preparing a habitat conservation plan, pursuant to section 10(a)(1)(B) of the Act, in cooperation with our office to address impacts to listed species as a result of Park operations and maintenance.

Our concurrence does not authorize any take of the California least tern, western snowy plover, or any other listed species. If a federally listed species is detected in or near the proposed project area, activities that could result in take should cease until the appropriate level of consultation with our office is completed. Our concurrence is valid only for the subject project as described in your request and in this letter and within the expected timeline described in your request and in this letter. If the project description or expected timeline changes in any way, we recommend you contact our office immediately to determine if additional review is necessary.

Brian Roney

4

If you have any questions regarding this letter, please contact David Simmons of our staff at (805) 644-1766, extension 368.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Phillips", written in a cursive style.

Jeff Phillips  
Deputy Assistant Field Supervisor

cc:

Matt McGoogan, National Marine Fisheries Service  
Nancy Frost, California Department of Fish and Game  
Martin Potter, California Department of Fish and Game

## **ATTACHMENT B: CONDITIONS**

- 1. Proj Des-01 Project Description.** This Coastal Development Permit is based upon and limited to compliance with the project description, the hearing exhibits dated December 19, 2011, and all conditions of approval set forth below, including mitigation measures and specified plans and agreements included by reference, as well as all applicable County rules and regulations. The project description is as follows:

**Coastal Development Permit to allow construction of an approximately 3,250 foot long road segment that would connect the Rancho Guadalupe Dunes County Park entrance road to the Guadalupe Dunes public parking lot. The new road segment would replace a section of the prior road which failed during the winter storms of 2011, and would be located no more than 200 feet south of the washed out road. The road would be approximately 20 feet wide and would be paved with asphalt on top of compacted road base. The project would include approximately 1,612 cubic yards of road base fill and approximately 2,000 cubic yards of on-site cut and fill for road contouring (to be balanced on-site). Construction of the road would occur between October 1<sup>st</sup> and the last day of February in order to avoid the breeding season for California least tern and western snowy plover. Surveys for California least tern and western snowy plover would be conducted by a USFWS-approved biologist prior to construction. The biologist would monitor all phases of construction and conduct training for construction staff. No removal of sensitive plants is anticipated. In the event of unanticipated vegetation removal, replanting would be at a ratio of three to one under the direction of a biologist. Construction staging for the project will occur on existing paved areas within the Park. The road will be aligned within areas least used by sensitive bird species and would be located 100 feet away from National Wetland Inventory mapped vegetation associated with the Santa Maria River inlet on-site. The road alignment design will avoid impacts to archeological resources and construction will be monitored by a County-approved archeologist and Native American representative.**

Any deviations from the project description, exhibits or conditions must be reviewed and approved by the County for conformity with this approval. Deviations may require approved changes to the permit and/or further environmental review. Deviations without the above described approval will constitute a violation of permit approval.

- 2. Proj Des-02 Project Conformity.** The grading, development, use, and maintenance of the property, the size, shape, arrangement, and location of the structures, parking areas and landscape areas, and the protection and preservation of resources shall conform to the project description above and the hearing exhibits and conditions of approval below. The property and any portions thereof shall be sold, leased or financed in compliance with this project description and the approved hearing exhibits and conditions of approval thereto. All plans must be submitted for review and approval and shall be implemented as approved by the County.

- 3. Special-Access Plan.** Construction equipment and foot traffic shall be limited to specifically demarcated construction equipment routes and footpaths. **PLAN REQUIREMENTS.** Access pathways shall be shown on construction plans. **TIMING:** Access pathways shall be shown on construction plans and shall be marked onsite by temporary fencing prior to the start of construction. The construction access plan shall be reviewed and approved by County staff prior to the start of construction. **MONITORING:** County monitoring staff shall confirm installation of temporary fencing prior to the start of construction. Following completion of construction the fencing shall be removed.
- 4. Special-Sensitive Resource Fencing Plan.** To the maximum extent feasible, road alignment and construction shall avoid sensitive resources on-site including archeological resources, National Wetland Inventory mapped wetland and sensitive coastal dune scrub habitat areas. **PLAN REQUIREMENTS.** A fencing plan showing 1) Fencing outside of sensitive archeological areas 2) Fencing 100 feet away from National Wetland Inventory mapped wetland areas and 3) Fencing outside of sensitive coastal dune scrub habitat areas shall be shown on construction plans to guide road alignment construction activities. **TIMING:** Prior to the start of construction, the project archeologist and a County-approved biologist shall review and approve the fencing plan and shall guide in the field installation of protective fencing. Following completion of construction the fencing shall be removed. County monitoring staff shall confirm installation of fencing prior to the start of construction and removal following completion of construction.
- 5. Special-Photo Documentation.** The Applicant shall provide photos documenting the condition of the project site both prior to and following the completion of the project. **TIMING:** Prior to issuance, the applicant shall submit date-marked photos of the project site to County monitoring staff. Within 30 days of project completion, the applicant shall submit to County monitoring staff date-marked photos of the restored project site.
- 6. Special Bio-03 Vegetation.** Sensitive native vegetation shall be avoided when constructing the road alignment. In the event that any sensitive native vegetation suffers unanticipated damaged, it shall be mitigated on a minimum 3:1 ratio. If it becomes necessary to remove any vegetation, the County Biologist shall be consulted prior to work and a protection or removal and re-vegetation plan may be required.
- 7. CulRes-07 Cultural Resource Monitor.** The applicant shall have all earth disturbances including scarification and placement of fill within the archaeological site area monitored by a County approved archaeologist or an archaeologist that can demonstratively meet all P&D requirements to be on the approved list and a Native American consultant in compliance with the provisions of the County Archaeological Guidelines. **TIMING:** Prior to CDH issuance, the applicant shall submit for P&D archeologist review and approval, a contract or Letter of Commitment between the applicant and the archaeologist, consisting of a project description and scope of work, and once approved, shall execute the contract.



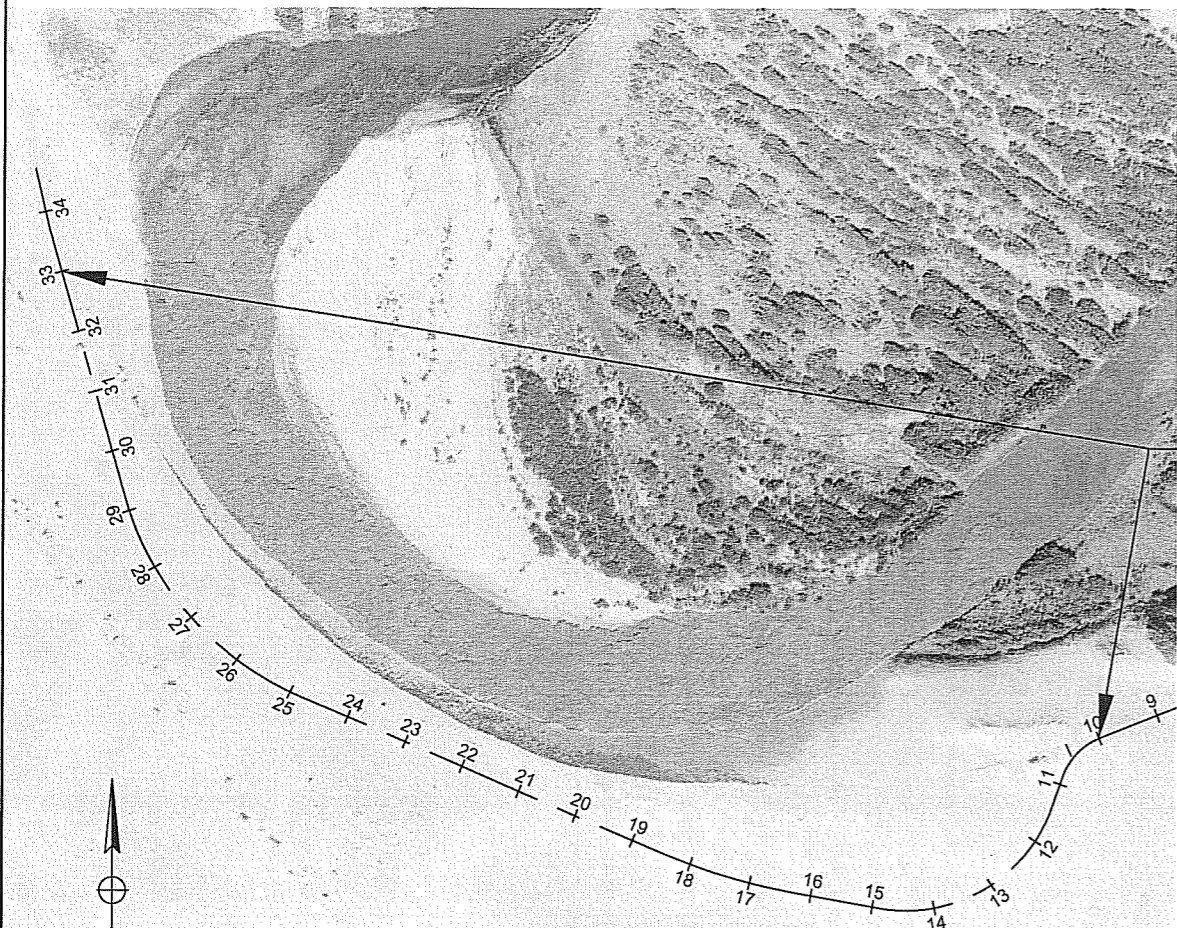
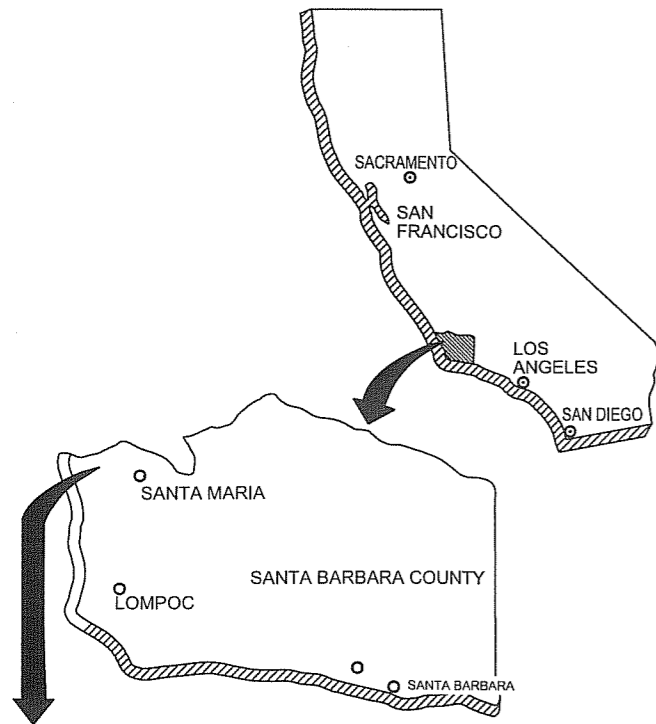
- 8. CulRes-09 Stop Work at Encounter.** The applicant and/or their agents, representatives or contractors shall stop or redirect work immediately in the event archaeological remains are encountered during grading, construction, landscaping or other construction-related activity. The Owner/Applicant shall retain a County approved archaeologist and Native American representative to evaluate the significance of the find in compliance with the provisions of Phase 2 investigations of the County Archaeological Guidelines and funded by the applicant. **PLAN REQUIREMENTS:** This condition shall be printed on all building and grading plans. **MONITORING:** County monitoring staff shall check plans prior to CDH issuance and Cultural Resources Monitors shall monitor in the field throughout grading and construction.
- 9. Rules-02 Effective Date-Appealable to CCC.** This Coastal Development Permit shall become effective upon the expiration of the applicable appeal period provided an appeal has not been filed. If an appeal has been filed, the planning permit shall not be deemed effective until final action by the review authority on the appeal, including action by the California Coastal Commission if the planning permit is appealed to the Coastal Commission. [ARTICLE II § 35-169].
- 10. Rules-05 Acceptance of Conditions.** The Owner/Applicant's acceptance of this permit and/or commencement of use, construction and/or operations under this permit shall be deemed acceptance of all conditions of this permit by the Owner/Applicant.
- 11. Rules-29 Other Dept Conditions.** Compliance with Departmental/Division letters required as follows:

  1. US Fish and Wildlife Service letter, dated November 4, 2011
- 12. Rules-33 Indemnity and Separation.** The Owner/Applicant shall defend, indemnify and hold harmless the County or its agents or officers and employees from any claim, action or proceeding against the County or its agents, officers or employees, to attack, set aside, void, or annul, in whole or in part, the County's approval of this project. In the event that the County fails promptly to notify the Owner / Applicant of any such claim, action or proceeding, or that the County fails to cooperate fully in the defense of said claim, this condition shall thereafter be of no further force or effect.
- 13. Rules-34 Legal Challenge.** In the event that any condition imposing a fee, exaction, dedication or other measure is challenged by the project sponsors in an action filed in a court of law or threatened to be filed therein which action is brought in the time period provided for by law, this approval shall be suspended pending dismissal of such action, the expiration of the limitation period applicable to such action, or final resolution of such action. If any condition is invalidated by a court of law, the entire project shall be reviewed by the review authority and no approval shall be issued unless substitute feasible conditions/measures are imposed.

# GUADALUPE DUNES ROAD RESTORATION

PROJECT NUMBER - 8638

TO BE SUPPLEMENTED BY THE STATE OF CALIFORNIA STANDARD SPECIFICATIONS



PROJECT LIMITS:

VICINITY MAP  
SCALE 1"=150'

APPROVED - CHAIRMAN, BOARD OF SUPERVISORS \_\_\_\_\_ DATE

*[Signature]* \_\_\_\_\_ 12/5/11  
APPROVED - DIRECTOR OF COMMUNITY SERVICES DATE

*Jenni Trabon* \_\_\_\_\_ 12-5-11  
APPROVAL RECOMMENDED - ENGINEERING SECTION DATE

*[Signature]* \_\_\_\_\_ 12/5/11  
APPROVAL RECOMMENDED - PARKS DEPARTMENT DATE

INDEX TO SHEETS

SHT NAME	SHTS.
TITLE	1
TYPICAL CROSS SECTION	2
LAYOUTS/PROFILES	3-4
CROSS SECTIONS	5-8
EARTHWORK QTO	9-10

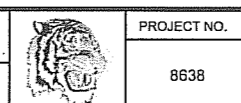
TITLE SHEET

CONSTRUCTION STARTED:		PROJECT ENGINEER:	S. Onishuk
CONSTRUCTION COMPLETED:			SCOTT ONISHUK
RECORD DRAWING APPROVED BY:			



COUNTY OF SANTA BARBARA  
PARKS DEPARTMENT

DESIGN BY:	M.B./S.O.	CHECKED BY:	S.O.
DRAWN BY:	M.B.		



PROJECT NO.	8638	Guadalupe Dunes Road	SHEET NO. 1 OF 10
			FILE NO.

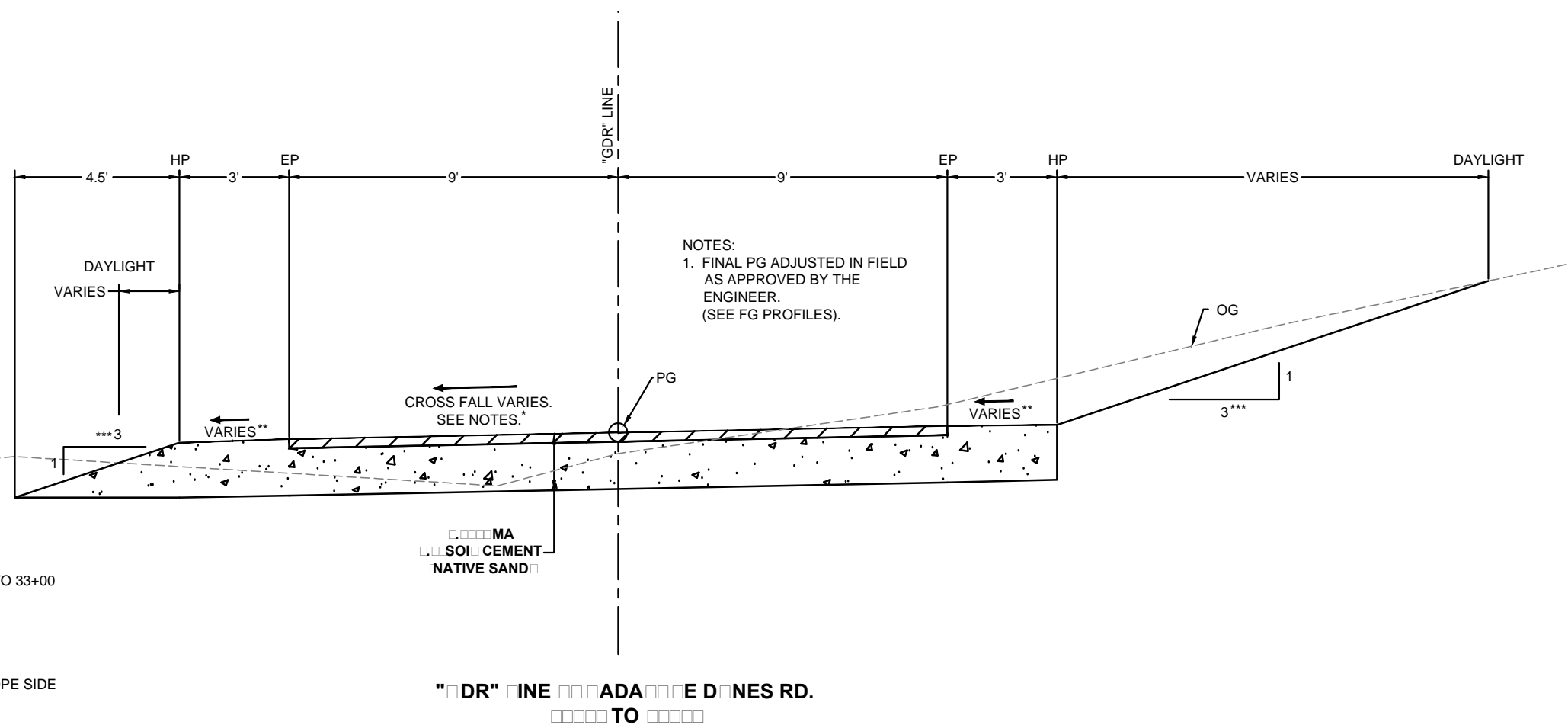
DATE

FOR REDUCED PLANS ORIGINAL SCALE IN INCHES 0 1 2 3

DISREGARD PRINTS BEARING EARLIER REVISION DATES

REVISION DATES (PRELIMINARY STAGE ONLY)									

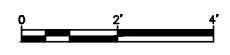
DECEMBER 05, 2011





\* CROSS FALL AT 2% TO LEFT STA. 10+00 TO STA. 21+85 & STA 28+00 TO 33+00  
CROSS FALL AT 2% TO RIGHT STA. 21+85 TO 28+00

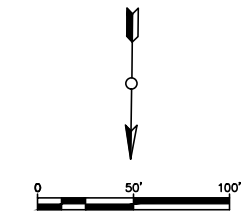
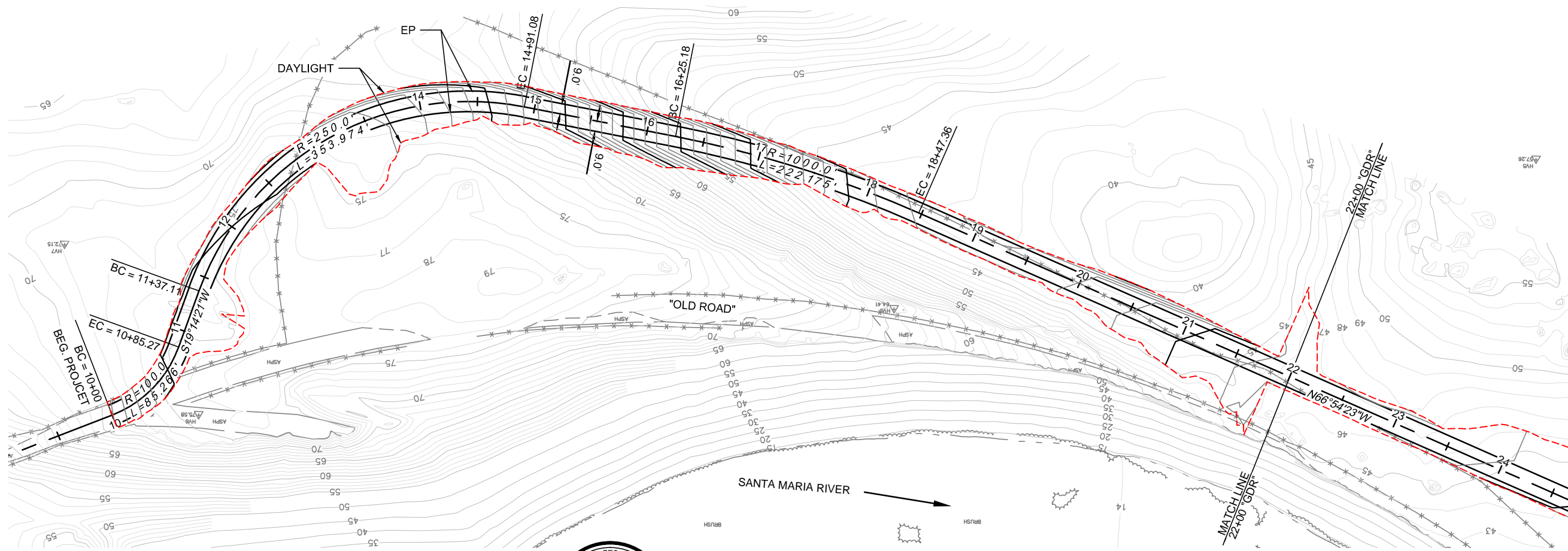
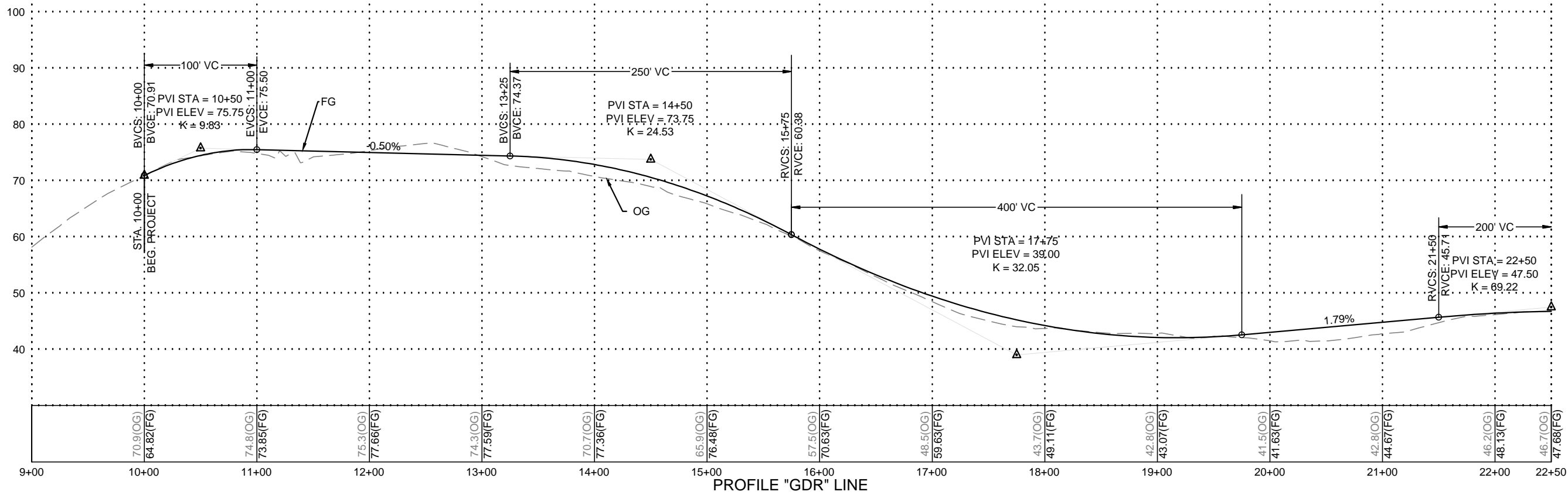
\*\* SHOULDER SLOPE MATCHES ROAD SLOPE

\*\*\* DAYLIGHT SLOPES: CUT: 3:1 (ALWAYS)  
FILL: 2% ON UP SLOPE SIDE & 3:1 ON DOWN SLOPE SIDE



TYPICAL SECTION  
SCALE: 1"=2'  
X - 1

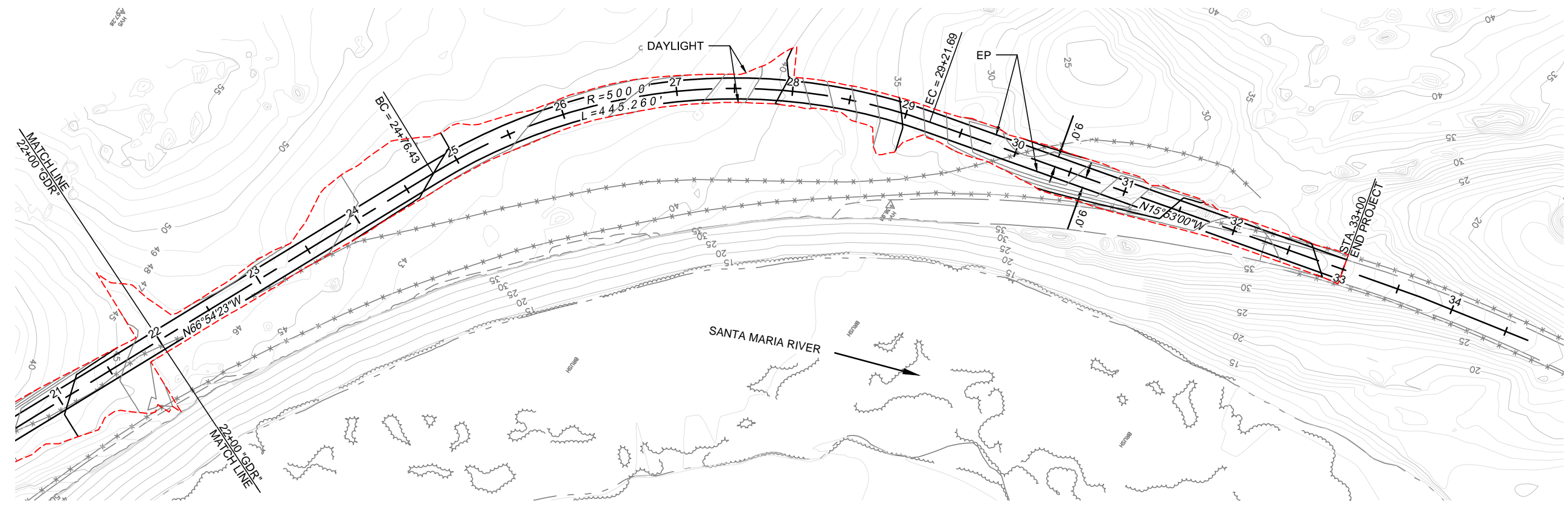
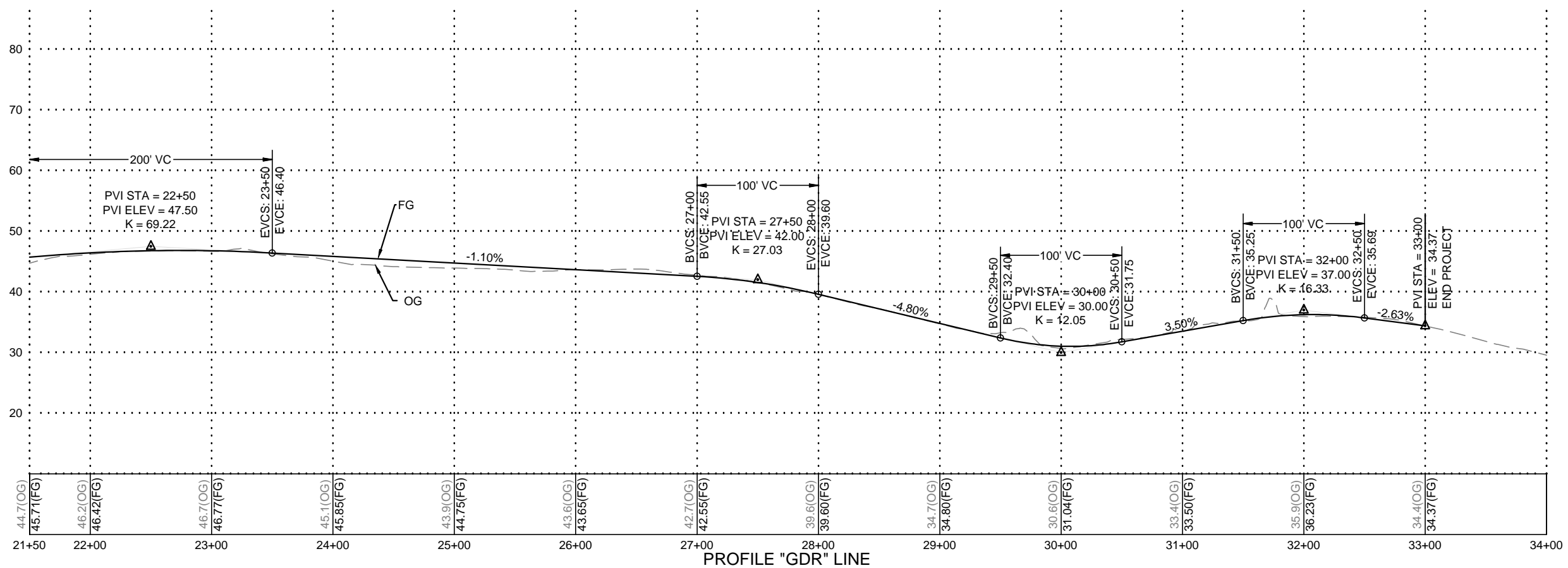
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CONSTRUCTION COMPLETED:	RECORD DRAWING APPROVED BY:			DRAWN BY: M.B.	FILE NO.				
DATE	FOR REDUCED PLANS ORIGINAL SCALE IN INCHES			0 1 2 3	DISREGARD PRINTS BEARING EARLIER REVISION DATES		REVISION DATES (PRELIMINARY STAGE ONLY)		



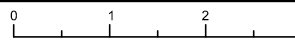


LAYOUT  
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CONSTRUCTION STARTED:	PROJECT ENGINEER: S. Onishuk SCOTT ONISHUK		<b>COUNTY OF SANTA BARBARA PARKS DEPARTMENT</b>	DESIGN BY: M.B./S.O.	CHECKED BY: S.O.		PROJECT NO. 8638	<b>Guadalupe Dunes Road</b>	SHEET NO. 3 OF 10
CONSTRUCTION COMPLETED:	RECORD DRAWING APPROVED BY:			DRAWN BY: M.B.	DISREGARD PRINTS BEARING EARLIER REVISION DATES		REVISION DATES (PRELIMINARY STAGE ONLY)		FILE NO.
DATE		FOR REDUCED PLANS ORIGINAL SCALE IN INCHES		0 1 2 3					

DECEMBER 02, 2011



CONSTRUCTION STARTED:		PROJECT ENGINEER:		<b>COUNTY OF SANTA BARBARA PARKS DEPARTMENT</b>	DESIGN BY:	M.B./S.O.	CHECKED BY:	S.O.		PROJECT NO.	Guadalupe Dunes Road	SHEET NO.	4 OF 10
CONSTRUCTION COMPLETED:		<i>S. Onishuk</i> SCOTT ONISHUK			DRAWN BY:	M.B.				8638		FILE NO.	
RECORD DRAWING APPROVED BY:													
DATE				FOR REDUCED PLANS ORIGINAL SCALE IN INCHES				DISREGARD PRINTS BEARING EARLIER REVISION DATES		REVISION DATES (PRELIMINARY STAGE ONLY)			

LAYOUT  
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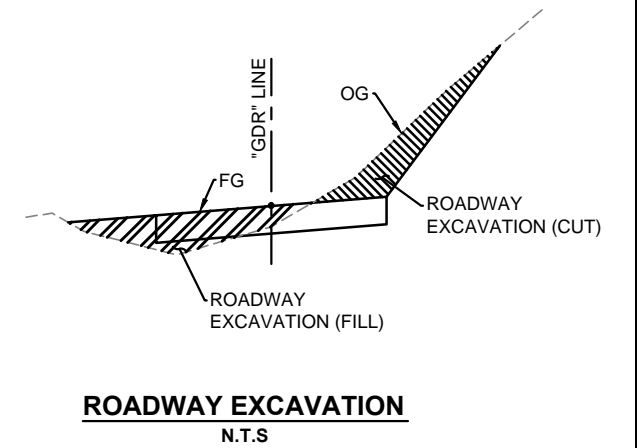




ROADWAY EXCAVATION VOLUME						
Station	Fill Area	Cut Area	Fill Volume	Cut Volume	Cumulative Fill Vol	Cumulative Cut Vol
10+00	1.7 SF	0.0 SF	0.0 CY	0.0 CY	0 CY	0 CY
10+05	2.4 SF	0.1 SF	0.4 CY	0.0 CY	0 CY	0 CY
10+10	2.0 SF	0.3 SF	0.4 CY	0.0 CY	1 CY	0 CY
10+15	1.1 SF	1.0 SF	0.3 CY	0.1 CY	1 CY	0 CY
10+20	0.2 SF	2.5 SF	0.1 CY	0.3 CY	1 CY	0 CY
10+25	0.0 SF	5.7 SF	0.0 CY	0.8 CY	1 CY	1 CY
10+30	0.1 SF	7.9 SF	0.0 CY	1.3 CY	1 CY	3 CY
10+35	0.2 SF	7.7 SF	0.0 CY	1.5 CY	1 CY	4 CY
10+40	0.2 SF	6.2 SF	0.0 CY	1.4 CY	1 CY	5 CY
10+45	0.2 SF	3.8 SF	0.0 CY	1.0 CY	1 CY	6 CY
10+50	1.1 SF	2.2 SF	0.1 CY	0.6 CY	1 CY	7 CY
10+55	2.2 SF	1.1 SF	0.3 CY	0.3 CY	2 CY	7 CY
10+60	3.0 SF	0.6 SF	0.5 CY	0.2 CY	2 CY	8 CY
10+65	3.5 SF	0.4 SF	0.6 CY	0.1 CY	3 CY	8 CY
10+70	3.7 SF	0.2 SF	0.6 CY	0.1 CY	3 CY	8 CY
10+75	3.4 SF	0.2 SF	0.6 CY	0.0 CY	4 CY	8 CY
10+80	3.7 SF	0.0 SF	0.6 CY	0.0 CY	5 CY	8 CY
10+85	8.4 SF	0.0 SF	1.1 CY	0.0 CY	6 CY	8 CY
11+00	36.0 SF	0.0 SF	12.4 CY	0.0 CY	18 CY	8 CY
11+25	44.5 SF	0.0 SF	37.3 CY	0.0 CY	55 CY	8 CY
11+40	73.1 SF	0.0 SF	32.7 CY	0.0 CY	88 CY	8 CY
11+45	52.6 SF	0.0 SF	11.5 CY	0.0 CY	100 CY	8 CY
11+50	33.7 SF	0.0 SF	8.0 CY	0.0 CY	108 CY	8 CY
11+55	25.5 SF	0.0 SF	5.5 CY	0.0 CY	113 CY	8 CY
11+60	22.3 SF	0.0 SF	4.5 CY	0.0 CY	118 CY	8 CY
11+65	18.8 SF	0.0 SF	3.9 CY	0.0 CY	121 CY	8 CY
11+70	15.2 SF	0.0 SF	3.2 CY	0.0 CY	125 CY	8 CY
11+75	11.5 SF	0.1 SF	2.5 CY	0.0 CY	127 CY	8 CY
11+80	9.8 SF	0.5 SF	2.0 CY	0.1 CY	129 CY	8 CY
11+85	8.6 SF	1.2 SF	1.7 CY	0.1 CY	131 CY	8 CY
11+90	6.7 SF	2.7 SF	1.5 CY	0.3 CY	132 CY	8 CY
11+95	4.8 SF	5.3 SF	1.1 CY	0.7 CY	134 CY	9 CY
12+00	3.3 SF	8.5 SF	0.8 CY	1.3 CY	134 CY	10 CY
12+05	1.9 SF	12.2 SF	0.5 CY	1.9 CY	135 CY	12 CY
12+10	0.8 SF	16.4 SF	0.3 CY	2.6 CY	135 CY	15 CY
12+15	0.3 SF	21.1 SF	0.1 CY	3.4 CY	135 CY	18 CY
12+20	0.0 SF	26.1 SF	0.0 CY	4.3 CY	135 CY	22 CY
12+25	0.0 SF	30.8 SF	0.0 CY	5.2 CY	135 CY	28 CY
12+30	0.0 SF	35.1 SF	0.0 CY	6.0 CY	135 CY	34 CY
12+35	0.0 SF	39.4 SF	0.0 CY	6.8 CY	135 CY	40 CY
12+40	0.0 SF	43.8 SF	0.0 CY	7.6 CY	135 CY	48 CY
12+45	0.0 SF	47.6 SF	0.0 CY	8.3 CY	135 CY	56 CY
12+50	0.0 SF	49.5 SF	0.0 CY	8.9 CY	135 CY	65 CY
12+55	0.0 SF	49.5 SF	0.0 CY	9.1 CY	135 CY	74 CY
12+60	0.0 SF	47.2 SF	0.0 CY	8.9 CY	135 CY	83 CY
12+65	0.0 SF	41.8 SF	0.0 CY	8.2 CY	135 CY	91 CY
12+70	0.0 SF	35.5 SF	0.0 CY	7.1 CY	135 CY	98 CY
12+75	0.0 SF	29.1 SF	0.0 CY	5.9 CY	135 CY	104 CY
12+80	0.0 SF	22.9 SF	0.0 CY	4.8 CY	135 CY	109 CY
12+85	0.0 SF	16.6 SF	0.0 CY	3.6 CY	135 CY	113 CY

ROADWAY EXCAVATION VOLUME						
Station	Fill Area	Cut Area	Fill Volume	Cut Volume	Cumulative Fill Vol	Cumulative Cut Vol
12+90	0.0 SF	9.7 SF	0.0 CY	2.4 CY	135 CY	115 CY
12+95	0.0 SF	2.0 SF	0.0 CY	1.1 CY	135 CY	116 CY
13+00	7.0 SF	0.0 SF	0.7 CY	0.2 CY	136 CY	116 CY
13+05	21.4 SF	0.0 SF	2.6 CY	0.0 CY	138 CY	116 CY
13+10	39.4 SF	0.0 SF	5.4 CY	0.0 CY	144 CY	116 CY
13+15	54.6 SF	0.0 SF	8.3 CY	0.0 CY	152 CY	116 CY
13+20	67.0 SF	0.0 SF	10.8 CY	0.0 CY	163 CY	116 CY
13+25	74.9 SF	0.0 SF	12.6 CY	0.0 CY	176 CY	116 CY
13+30	81.0 SF	0.0 SF	13.8 CY	0.0 CY	189 CY	116 CY
13+35	86.4 SF	0.0 SF	14.8 CY	0.0 CY	204 CY	116 CY
13+40	89.9 SF	0.0 SF	15.5 CY	0.0 CY	220 CY	116 CY
13+45	89.5 SF	0.0 SF	15.9 CY	0.0 CY	236 CY	116 CY
13+50	84.3 SF	0.0 SF	15.5 CY	0.0 CY	251 CY	116 CY
13+55	78.8 SF	0.0 SF	14.7 CY	0.0 CY	266 CY	116 CY
13+60	75.4 SF	0.0 SF	14.0 CY	0.0 CY	280 CY	116 CY
13+65	71.3 SF	0.0 SF	13.4 CY	0.0 CY	293 CY	116 CY
13+70	66.7 SF	0.0 SF	12.7 CY	0.0 CY	306 CY	116 CY
13+75	62.4 SF	0.0 SF	11.9 CY	0.0 CY	318 CY	116 CY
13+80	61.9 SF	0.0 SF	11.5 CY	0.0 CY	329 CY	116 CY
13+85	65.0 SF	0.0 SF	11.8 CY	0.0 CY	341 CY	116 CY
13+90	67.3 SF	0.0 SF	12.2 CY	0.0 CY	353 CY	116 CY
13+95	68.7 SF	0.0 SF	12.6 CY	0.0 CY	366 CY	116 CY
14+00	68.9 SF	0.0 SF	12.7 CY	0.0 CY	379 CY	116 CY
14+05	66.6 SF	0.0 SF	12.6 CY	0.0 CY	391 CY	116 CY
14+10	62.9 SF	0.0 SF	12.0 CY	0.0 CY	403 CY	116 CY
14+15	61.3 SF	0.0 SF	11.6 CY	0.0 CY	415 CY	116 CY
14+20	59.4 SF	0.0 SF	11.2 CY	0.0 CY	426 CY	116 CY
14+25	57.0 SF	0.0 SF	10.8 CY	0.0 CY	437 CY	116 CY
14+30	54.0 SF	0.0 SF	10.3 CY	0.0 CY	447 CY	116 CY
14+35	50.9 SF	0.0 SF	9.8 CY	0.0 CY	457 CY	116 CY
14+40	47.9 SF	0.0 SF	9.2 CY	0.0 CY	466 CY	116 CY
14+45	46.1 SF	0.0 SF	8.8 CY	0.0 CY	475 CY	116 CY
14+50	44.6 SF	0.0 SF	8.5 CY	0.0 CY	484 CY	116 CY
14+55	31.9 SF	0.6 SF	7.2 CY	0.1 CY	491 CY	117 CY
14+60	40.9 SF	0.0 SF	6.9 CY	0.1 CY	498 CY	117 CY
14+65	47.7 SF	0.0 SF	8.3 CY	0.0 CY	506 CY	117 CY
14+70	52.2 SF	0.0 SF	9.4 CY	0.0 CY	515 CY	117 CY
14+75	51.7 SF	0.0 SF	9.7 CY	0.0 CY	525 CY	117 CY
14+80	49.7 SF	0.0 SF	9.5 CY	0.0 CY	535 CY	117 CY
14+85	47.1 SF	0.0 SF	9.1 CY	0.0 CY	544 CY	117 CY
14+90	44.1 SF	0.0 SF	8.6 CY	0.0 CY	552 CY	117 CY
15+00	36.0 SF	0.0 SF	14.8 CY	0.0 CY	567 CY	117 CY
15+25	30.5 SF	3.8 SF	30.8 CY	1.8 CY	598 CY	118 CY
15+50	24.7 SF	13.7 SF	25.5 CY	8.1 CY	623 CY	126 CY
15+75	19.7 SF	15.6 SF	20.6 CY	13.6 CY	644 CY	140 CY
16+00	17.4 SF	12.4 SF	17.2 CY	13.0 CY	661 CY	153 CY
16+25	14.4 SF	23.0 SF	14.7 CY	16.4 CY	676 CY	169 CY
16+30	15.4 SF	22.1 SF	2.8 CY	4.2 CY	679 CY	174 CY
16+35	16.6 SF	20.1 SF	3.0 CY	3.9 CY	682 CY	177 CY
16+40	18.0 SF	19.5 SF	3.2 CY	3.7 CY	685 CY	181 CY

ROADWAY EXCAVATION VOLUME						
Station	Fill Area	Cut Area	Fill Volume	Cut Volume	Cumulative Fill Vol	Cumulative Cut Vol
16+45	19.4 SF	19.2 SF	3.5 CY	3.6 CY	688 CY	185 CY
16+50	20.9 SF	18.9 SF	3.7 CY	3.5 CY	692 CY	188 CY
16+55	22.5 SF	18.1 SF	4.0 CY	3.4 CY	696 CY	192 CY
16+60	23.8 SF	16.9 SF	4.3 CY	3.2 CY	700 CY	195 CY
16+65	23.9 SF	15.5 SF	4.4 CY	3.0 CY	705 CY	198 CY
16+70	24.0 SF	14.8 SF	4.4 CY	2.8 CY	709 CY	201 CY
16+75	24.0 SF	14.3 SF	4.4 CY	2.7 CY	714 CY	203 CY
16+80	24.0 SF	13.5 SF	4.4 CY	2.6 CY	718 CY	206 CY
16+85	24.1 SF	12.0 SF	4.5 CY	2.4 CY	722 CY	208 CY
16+90	24.5 SF	10.1 SF	4.5 CY	2.0 CY	727 CY	210 CY
16+95	25.2 SF	8.3 SF	4.6 CY	1.7 CY	732 CY	212 CY
17+00	25.8 SF	6.8 SF	4.7 CY	1.4 CY	736 CY	213 CY
17+05	26.2 SF	5.6 SF	4.8 CY	1.1 CY	741 CY	215 CY
17+10	26.4 SF	4.5 SF	4.9 CY	0.9 CY	746 CY	216 CY
17+15	26.5 SF	3.8 SF	4.9 CY	0.8 CY	751 CY	216 CY
17+20	31.5 SF	3.3 SF	5.4 CY	0.7 CY	756 CY	217 CY
17+25	28.3 SF	2.9 SF	5.5 CY	0.6 CY	762 CY	218 CY
17+30	26.8 SF	2.3 SF	5.1 CY	0.5 CY	767 CY	218 CY
17+35	27.7 SF	1.1 SF	5.0 CY	0.3 CY	772 CY	218 CY
17+40	28.4 SF	0.3 SF	5.2 CY	0.1 CY	777 CY	218 CY
17+45	29.1 SF	0.0 SF	5.3 CY	0.0 CY	782 CY	218 CY
17+50	29.9 SF	0.0 SF	5.5 CY	0.0 CY	788 CY	218 CY
17+55	30.4 SF	0.0 SF	5.6 CY	0.0 CY	794 CY	218 CY
17+60	30.3 SF	0.0 SF	5.6 CY	0.0 CY	799 CY	218 CY
17+65	29.5 SF	0.0 SF	5.5 CY	0.0 CY	805 CY	218 CY
17+70	27.2 SF	0.0 SF	5.2 CY	0.0 CY	810 CY	218 CY
17+75	24.5 SF	0.0 SF	4.8 CY	0.0 CY	815 CY	218 CY
17+80	22.5 SF	0.0 SF	4.4 CY	0.0 CY	819 CY	218 CY
17+85	21.1 SF	0.0 SF	4.0 CY	0.0 CY	823 CY	218 CY
17+90	20.2 SF	0.0 SF	3.8 CY	0.0 CY	827 CY	218 CY
17+95	17.8 SF	0.0 SF	3.5 CY	0.0 CY	830 CY	218 CY
18+00	13.1 SF	0.0 SF	2.9 CY	0.0 CY	833 CY	218 CY
18+05	6.6 SF	0.0 SF	1.8 CY	0.0 CY	835 CY	218 CY
18+10	1.2 SF	0.2 SF	0.7 CY	0.0 CY	836 CY	219 CY
18+15	0.0 SF	1.3 SF	0.1 CY	0.1 CY	836 CY	219 CY
18+20	0.2 SF	0.9 SF	0.0 CY	0.2 CY	836 CY	219 CY
18+25	0.7 SF	1.2 SF	0.1 CY	0.2 CY	836 CY	219 CY
18+30	1.0 SF	2.3 SF	0.2 CY	0.3 CY	836 CY	219 CY
18+35	0.5 SF	3.2 SF	0.1 CY	0.5 CY	836 CY	220 CY
18+40	0.1 SF	4.1 SF	0.1 CY	0.7 CY	836 CY	221 CY
18+45	0.0 SF	5.5 SF	0.0 CY	0.9 CY	836 CY	221 CY
18+50	0.0 SF	7.0 SF	0.0 CY	1.2 CY	836 CY	223 CY
18+75	0.0 SF	13.8 SF	0.0 CY	9.7 CY	836 CY	232 CY
19+00	0.0 SF	19.3 SF	0.0 CY	15.3 CY	836 CY	248 CY
19+25	0.0 SF	6.2 SF	0.0 CY	11.8 CY	836 CY	259 CY
19+50	2.4 SF	6.5 SF	1.1 CY	5.9 CY	838 CY	265 CY
19+75	12.6 SF	0.0 SF	6.9 CY	3.0 CY	844 CY	268 CY
20+00	38.7 SF	0.0 SF	23.8 CY	0.0 CY	868 CY	268 CY
20+25	54.7 SF	0.0 SF	43.3 CY	0.0 CY	911 CY	268 CY
20+50	83.3 SF	0.0 SF	63.9 CY	0.0 CY	975 CY	268 CY



DECEMBER 02, 2011

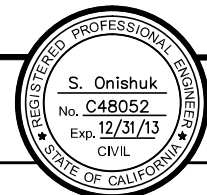
EARTHWORK QUANTITIES

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QT-1

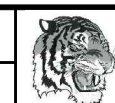
CONSTRUCTION STARTED:	
CONSTRUCTION COMPLETED:	
RECORD DRAWING APPROVED BY:	

PROJECT ENGINEER:	S. Onishuk
	SCOTT ONISHUK



COUNTY OF SANTA BARBARA  
PARKS DEPARTMENT

DESIGN BY:	M.B./S.O.	CHECKED BY:	S.O.
DRAWN BY:	M.B.		



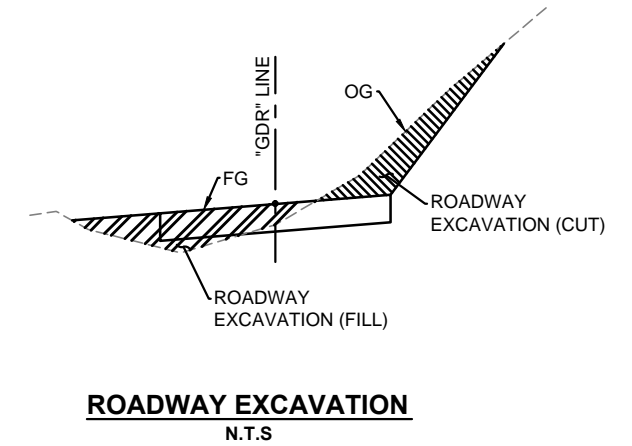
PROJECT NO.	8638	Guadalupe Dunes Road	SHEET NO. 9 OF 10
			FILE NO.

DATE		FOR REDUCED PLANS ORIGINAL SCALE IN INCHES	0 1 2 3	DISREGARD PRINTS BEARING EARLIER REVISION DATES	REVISION DATES (PRELIMINARY STAGE ONLY)
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ROADWAY EXCAVATION VOLUME						
Station	Fill Area	Cut Area	Fill Volume	Cut Volume	Cumulative Fill Vol	Cumulative Cut Vol
20+75	79.9 SF	0.0 SF	75.6 CY	0.0 CY	1051 CY	268 CY
21+00	84.6 SF	0.0 SF	76.2 CY	0.0 CY	1127 CY	268 CY
21+25	66.4 SF	0.0 SF	69.9 CY	0.0 CY	1197 CY	268 CY
21+50	50.3 SF	0.0 SF	54.1 CY	0.0 CY	1251 CY	268 CY
21+75	25.3 SF	1.4 SF	35.0 CY	0.6 CY	1286 CY	269 CY
22+00	22.1 SF	0.0 SF	22.0 CY	0.6 CY	1308 CY	270 CY
22+25	0.3 SF	0.6 SF	10.4 CY	0.3 CY	1318 CY	270 CY
22+50	0.5 SF	0.1 SF	0.4 CY	0.3 CY	1319 CY	270 CY
22+75	2.2 SF	0.8 SF	1.2 CY	0.4 CY	1320 CY	271 CY
23+00	2.6 SF	3.6 SF	2.2 CY	2.0 CY	1322 CY	273 CY
23+25	0.0 SF	12.1 SF	1.2 CY	7.3 CY	1323 CY	280 CY
23+50	4.3 SF	0.0 SF	2.0 CY	5.6 CY	1325 CY	286 CY
23+75	14.2 SF	0.0 SF	8.5 CY	0.0 CY	1334 CY	286 CY
24+00	36.1 SF	0.0 SF	23.3 CY	0.0 CY	1357 CY	286 CY
24+25	48.4 SF	0.0 SF	39.1 CY	0.0 CY	1396 CY	286 CY
24+50	43.2 SF	0.0 SF	42.4 CY	0.0 CY	1439 CY	286 CY
24+75	34.9 SF	0.0 SF	36.1 CY	0.0 CY	1475 CY	286 CY
24+80	32.3 SF	0.0 SF	6.2 CY	0.0 CY	1481 CY	286 CY
24+85	30.2 SF	0.0 SF	5.8 CY	0.0 CY	1487 CY	286 CY
24+90	29.3 SF	0.0 SF	5.5 CY	0.0 CY	1492 CY	286 CY
24+95	27.9 SF	0.0 SF	5.3 CY	0.0 CY	1498 CY	286 CY
25+00	26.3 SF	0.0 SF	5.0 CY	0.0 CY	1503 CY	286 CY
25+05	24.7 SF	0.0 SF	4.7 CY	0.0 CY	1507 CY	286 CY
25+10	23.3 SF	0.0 SF	4.4 CY	0.0 CY	1512 CY	286 CY
25+15	22.1 SF	0.0 SF	4.2 CY	0.0 CY	1516 CY	286 CY
25+20	20.3 SF	0.0 SF	3.9 CY	0.0 CY	1520 CY	286 CY
25+25	18.4 SF	0.0 SF	3.6 CY	0.0 CY	1524 CY	286 CY
25+30	17.7 SF	0.0 SF	3.3 CY	0.0 CY	1527 CY	286 CY
25+35	17.5 SF	0.0 SF	3.3 CY	0.0 CY	1530 CY	286 CY
25+40	17.4 SF	0.0 SF	3.2 CY	0.0 CY	1533 CY	286 CY
25+45	17.4 SF	0.0 SF	3.2 CY	0.0 CY	1537 CY	286 CY
25+50	17.6 SF	0.0 SF	3.2 CY	0.0 CY	1540 CY	286 CY
25+55	17.8 SF	0.0 SF	3.3 CY	0.0 CY	1543 CY	286 CY
25+60	18.2 SF	0.0 SF	3.3 CY	0.0 CY	1547 CY	286 CY
25+65	17.3 SF	0.0 SF	3.3 CY	0.0 CY	1550 CY	286 CY
25+70	14.8 SF	0.0 SF	3.0 CY	0.0 CY	1553 CY	286 CY
25+75	12.3 SF	0.0 SF	2.5 CY	0.0 CY	1555 CY	286 CY
25+80	9.9 SF	0.1 SF	2.1 CY	0.0 CY	1557 CY	286 CY
25+85	7.4 SF	0.2 SF	1.6 CY	0.0 CY	1559 CY	286 CY
25+90	4.8 SF	0.4 SF	1.1 CY	0.1 CY	1560 CY	286 CY
25+95	2.4 SF	1.0 SF	0.7 CY	0.1 CY	1561 CY	286 CY
26+00	1.4 SF	2.0 SF	0.4 CY	0.3 CY	1561 CY	286 CY
26+05	0.9 SF	3.3 SF	0.2 CY	0.5 CY	1561 CY	287 CY
26+10	0.5 SF	4.7 SF	0.1 CY	0.7 CY	1561 CY	287 CY
26+15	0.2 SF	6.2 SF	0.1 CY	1.0 CY	1562 CY	288 CY
26+20	0.1 SF	6.1 SF	0.0 CY	1.1 CY	1562 CY	289 CY
26+25	0.0 SF	7.2 SF	0.0 CY	1.2 CY	1562 CY	291 CY
26+30	0.0 SF	9.0 SF	0.0 CY	1.5 CY	1562 CY	292 CY
26+35	0.0 SF	11.0 SF	0.0 CY	1.9 CY	1562 CY	294 CY
26+40	0.0 SF	13.1 SF	0.0 CY	2.2 CY	1562 CY	296 CY

ROADWAY EXCAVATION VOLUME						
Station	Fill Area	Cut Area	Fill Volume	Cut Volume	Cumulative Fill Vol	Cumulative Cut Vol
26+45	0.0 SF	15.1 SF	0.0 CY	2.6 CY	1562 CY	299 CY
26+50	0.0 SF	16.9 SF	0.0 CY	3.0 CY	1562 CY	302 CY
26+55	0.0 SF	17.9 SF	0.0 CY	3.2 CY	1562 CY	305 CY
26+60	0.0 SF	17.9 SF	0.0 CY	3.3 CY	1562 CY	308 CY
26+65	0.0 SF	16.5 SF	0.0 CY	3.2 CY	1562 CY	312 CY
26+70	0.0 SF	14.8 SF	0.0 CY	2.9 CY	1562 CY	314 CY
26+75	0.0 SF	13.0 SF	0.0 CY	2.6 CY	1562 CY	317 CY
26+80	0.0 SF	10.9 SF	0.0 CY	2.2 CY	1562 CY	319 CY
26+85	0.0 SF	8.9 SF	0.0 CY	1.8 CY	1562 CY	321 CY
26+90	0.0 SF	7.2 SF	0.0 CY	1.5 CY	1562 CY	323 CY
26+95	0.2 SF	6.0 SF	0.0 CY	1.2 CY	1562 CY	324 CY
27+00	0.3 SF	4.8 SF	0.0 CY	1.0 CY	1562 CY	325 CY
27+05	0.1 SF	3.9 SF	0.0 CY	0.8 CY	1562 CY	326 CY
27+10	0.0 SF	3.9 SF	0.0 CY	0.7 CY	1562 CY	326 CY
27+15	0.0 SF	4.8 SF	0.0 CY	0.8 CY	1562 CY	327 CY
27+20	0.0 SF	4.7 SF	0.0 CY	0.9 CY	1562 CY	328 CY
27+25	0.0 SF	3.9 SF	0.0 CY	0.8 CY	1562 CY	329 CY
27+30	0.0 SF	3.1 SF	0.0 CY	0.6 CY	1562 CY	329 CY
27+35	0.0 SF	2.3 SF	0.0 CY	0.5 CY	1562 CY	330 CY
27+40	0.0 SF	1.7 SF	0.0 CY	0.4 CY	1562 CY	330 CY
27+45	0.0 SF	1.1 SF	0.0 CY	0.3 CY	1562 CY	331 CY
27+50	0.1 SF	0.7 SF	0.0 CY	0.2 CY	1562 CY	331 CY
27+55	0.4 SF	0.1 SF	0.0 CY	0.1 CY	1562 CY	331 CY
27+60	2.0 SF	0.0 SF	0.2 CY	0.0 CY	1562 CY	331 CY
27+65	3.9 SF	0.0 SF	0.5 CY	0.0 CY	1563 CY	331 CY
27+70	5.6 SF	0.0 SF	0.9 CY	0.0 CY	1563 CY	331 CY
27+75	7.2 SF	0.0 SF	1.2 CY	0.0 CY	1565 CY	331 CY
27+80	7.6 SF	0.0 SF	1.4 CY	0.0 CY	1566 CY	331 CY
27+85	7.0 SF	0.1 SF	1.3 CY	0.0 CY	1567 CY	331 CY
27+90	6.8 SF	1.1 SF	1.3 CY	0.1 CY	1569 CY	331 CY
27+95	5.4 SF	2.7 SF	1.1 CY	0.4 CY	1570 CY	331 CY
28+00	3.7 SF	3.8 SF	0.8 CY	0.6 CY	1571 CY	332 CY
28+05	0.8 SF	1.5 SF	0.4 CY	0.5 CY	1571 CY	332 CY
28+10	1.3 SF	1.7 SF	0.2 CY	0.3 CY	1571 CY	333 CY
28+15	1.7 SF	0.8 SF	0.3 CY	0.2 CY	1571 CY	333 CY
28+20	2.1 SF	0.1 SF	0.4 CY	0.1 CY	1572 CY	333 CY
28+25	2.4 SF	0.1 SF	0.4 CY	0.0 CY	1572 CY	333 CY
28+30	2.4 SF	0.0 SF	0.4 CY	0.0 CY	1573 CY	333 CY
28+35	2.1 SF	0.0 SF	0.4 CY	0.0 CY	1573 CY	333 CY
28+40	1.3 SF	0.0 SF	0.3 CY	0.0 CY	1573 CY	333 CY
28+45	0.3 SF	0.0 SF	0.2 CY	0.0 CY	1574 CY	333 CY
28+50	0.3 SF	0.8 SF	0.1 CY	0.1 CY	1574 CY	333 CY
28+55	0.5 SF	0.9 SF	0.1 CY	0.2 CY	1574 CY	333 CY
28+60	0.6 SF	0.7 SF	0.1 CY	0.1 CY	1574 CY	333 CY
28+65	0.8 SF	0.5 SF	0.1 CY	0.1 CY	1574 CY	334 CY
28+70	1.0 SF	0.2 SF	0.2 CY	0.1 CY	1574 CY	334 CY
28+75	1.2 SF	0.1 SF	0.2 CY	0.0 CY	1574 CY	334 CY
28+80	3.7 SF	0.0 SF	0.4 CY	0.0 CY	1575 CY	334 CY
28+85	7.5 SF	0.0 SF	1.0 CY	0.0 CY	1576 CY	334 CY
28+90	9.6 SF	0.0 SF	1.6 CY	0.0 CY	1577 CY	334 CY

ROADWAY EXCAVATION VOLUME						
Station	Fill Area	Cut Area	Fill Volume	Cut Volume	Cumulative Fill Vol	Cumulative Cut Vol
28+95	9.3 SF	0.0 SF	1.8 CY	0.0 CY	1579 CY	334 CY
29+00	8.4 SF	0.0 SF	1.6 CY	0.0 CY	1581 CY	334 CY
29+05	7.4 SF	0.0 SF	1.5 CY	0.0 CY	1582 CY	334 CY
29+10	6.8 SF	0.0 SF	1.3 CY	0.0 CY	1583 CY	334 CY
29+15	4.3 SF	0.1 SF	1.0 CY	0.0 CY	1585 CY	334 CY
29+20	1.3 SF	0.1 SF	0.5 CY	0.0 CY	1585 CY	334 CY
29+25	0.7 SF	2.7 SF	0.2 CY	0.3 CY	1585 CY	334 CY
29+50	0.0 SF	26.5 SF	0.3 CY	13.5 CY	1586 CY	347 CY
29+75	0.0 SF	41.0 SF	0.0 CY	31.3 CY	1586 CY	379 CY
30+00	8.8 SF	7.5 SF	4.1 CY	22.4 CY	1590 CY	401 CY
30+25	8.9 SF	18.6 SF	8.2 CY	12.1 CY	1598 CY	413 CY
30+50	7.4 SF	26.6 SF	7.5 CY	20.9 CY	1605 CY	434 CY
30+75	13.4 SF	20.5 SF	9.6 CY	21.8 CY	1615 CY	456 CY
31+00	12.3 SF	32.3 SF	11.9 CY	24.4 CY	1627 CY	480 CY
31+25	5.1 SF	17.2 SF	8.0 CY	22.9 CY	1635 CY	503 CY
31+50	11.1 SF	7.4 SF	7.5 CY	11.4 CY	1642 CY	515 CY
31+75	0.0 SF	55.0 SF	5.1 CY	28.9 CY	1648 CY	544 CY
32+00	4.2 SF	0.0 SF	1.9 CY	25.4 CY	1650 CY	569 CY
32+25	2.9 SF	0.0 SF	3.3 CY	0.0 CY	1653 CY	569 CY
32+50	1.3 SF	1.9 SF	1.9 CY	0.9 CY	1655 CY	570 CY
32+75	0.4 SF	5.2 SF	0.8 CY	3.3 CY	1656 CY	573 CY
33+00	5.0 SF	0.3 SF	2.5 CY	2.6 CY	1658 CY	576 CY



**ROADWAY EXCAVATION**  
N.T.S

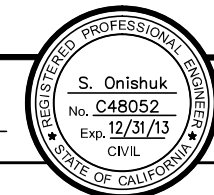
**EARTHWORK QUANTITIES**

SCALE 1"=20'

QT-2

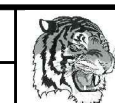
CONSTRUCTION STARTED:	
CONSTRUCTION COMPLETED:	
RECORD DRAWING APPROVED BY:	

PROJECT ENGINEER:	S. Onishuk
	SCOTT ONISHUK



**COUNTY OF SANTA BARBARA  
PARKS DEPARTMENT**

DESIGN BY:	M.B./S.O.	CHECKED BY:	S.O.
DRAWN BY:	M.B.		



PROJECT NO.	8638	Guadalupe Dunes Road	SHEET NO. 10 OF 10
			FILE NO.

DATE		FOR REDUCED PLANS ORIGINAL SCALE IN INCHES	0 1 2 3	DISREGARD PRINTS BEARING EARLIER REVISION DATES	REVISION DATES (PRELIMINARY STAGE ONLY)
------	--	--	---------	---	---

DECEMBER 02, 2011

CONTRACTOR'S NAME \_\_\_\_\_

BID AMOUNT \_\_\_\_\_



To be supplemented by the State of California Department of Transportation Standard Specifications and Standard Plans dated May 2006.

SANTA BARBARA COUNTY PARKS

**PROPOSAL AND CONTRACT  
FOR  
GUADALUPE DUNES  
ROAD RESTORATION  
IN THE COUNTY OF SANTA BARBARA  
COUNTY PROJECT NO. 8638**

**BID OPENING LOCATION:**

Department of Public Works

Attention: Front Counter

123 East Anapamu Street, Santa Barbara, California 93101-2065

**BIDS OPEN: 2:00 P.M.  
THURSDAY, JANUARY 5, 2012**

**HERMAN PARKER  
DIRECTOR OF COMMUNITY SERVICES**

**PROPOSAL**  
**TO THE HONORABLE BOARD OF SUPERVISORS**  
**OF THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA**  
**COUNTY PROJECT NO. 8638**

The work for which this proposal is submitted is for construction in accordance with the Special Provisions (including the payment of not less than the State general prevailing wage rates or the Federal minimum wage rates when set forth herein), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in accordance with the State of California, Department of Transportation Standard Specifications dated May 2006, the State of California, Department of Transportation Standard Plans dated May 2006, and the County of Santa Barbara, Department of Public Works, Standard Details dated April 1, 1987 insofar as the same may apply, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

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

**COUNTY OF SANTA BARBARA; NOTICE TO BIDDERS AND SPECIAL PROVISIONS FOR  
GUADALUPE DUNES ROAD RESTORATION IN THE COUNTY OF SANTA BARBARA**

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

**COUNTY OF SANTA BARBARA; STATE OF CALIFORNIA; DEPARTMENT OF  
COMMUNITY SERVICES; PLANS FOR THE CONSTRUCTION OF GUADALUPE DUNES  
ROAD RESTORATION IN THE COUNTY OF SANTA BARBARA**

The Bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided below in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item. The price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or the total whichever most closely approximates percentage-wise the unit price or item total in the Department's Final Estimate of cost.

It is understood that Owner reserves the right to reject the proposal and that it shall remain open and not withdrawn for a period of 65 calendar days from the date prescribed for its opening.

Attached hereto and incorporated herein is the complete and entire list of subcontractors to be employed by the undersigned in the performance of the work.

It is understood and agreed that if written notice of the acceptance of this proposal is mailed or delivered personally to the undersigned bidder within 65 calendar days after the opening of the proposal, or at any time thereafter before it is withdrawn, the undersigned bidder will execute and deliver the Contract Documents to Owner in accordance with the proposal as accepted, and will also furnish and deliver to Owner any Payment Bond required under the provisions of California Civil Code Section 3247 through 3252 and Performance Bond as required under the provisions of the California Government Code and/or California Contract Code all within 8 days, not including Saturdays, Sundays and legal holidays after personal delivery or deposit in the mails, as the case may be, of the notification of award. The work under the contract shall be commenced by the undersigned bidder on the date stated in the County's Notice to Proceed and shall be completed within **FIFTEEN (15) WORKING days** thereafter.

Notice of acceptance or request for additional information may be addressed to the undersigned bidder at the business address set forth below.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the Department of Transportation, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the Department that the contract has been awarded, the Department of Transportation may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the

forfeiture of such security accompanying this proposal shall operate and the same shall become the property of the County of Santa Barbara.

The undersigned, as bidder, declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the annexed proposal form of Contract and the plans therein referred to, having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and costs of the Work at the place where the Work is to be done, and he hereby proposes and agrees, if this proposal is accepted, that he will contract with the Board of Supervisors of the County of Santa Barbara, in the form of the copy of the Contract annexed hereto, to provide all necessary labor, machinery, tools, apparatus, other equipment needed, and other means of construction, expendable equipment, utility and transportation services necessary, and to do all the work and furnish all the materials specified in the Contract, in the manner and the time therein prescribed, and in accordance with the requirements of the Director of Community Services as herein set forth, and that he will take in full payment therefor the following unit prices to wit:

**ENGINEER'S ESTIMATE 8638**

<b>Item</b>	<b>Item Code</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Estimated Quantity</b>	<b>Unit Price (In Figures)</b>	<b>Item Total (In Figures)</b>
1	066014	SURVEY CONTROL AND STAKING	LS	LUMP SUM	LUMP SUM	
2	074016	CONSTRUCTION SITE MANANGEMENT	LS	LUMP SUM	LUMP SUM	
3	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN."	LS	LUMP SUM		
4	190101	ROADWAY EXCAVATION	CY	1700	LUMP SUM	
5	270005	SOIL CEMENT (NATIVE SAND)	CY	3400	LUMP SUM	
6	390130	HOT MIX ASPHALT (3/4 INCH)	TON	715		
<b>CONTRACTOR'S BID ITEMS (SUBTOTAL)</b>						
		SUPPLEMENTAL ITEMS OF WORK				
7	066595	SUPPLEMENTAL WORK (WATER POLLUTION CONTROL MAINTENANCE SHARING).	LS	LUMP SUM	\$2,000.00	<b>\$2,000.00</b>
8	066596	SUPPLEMENTAL WORK (ADDITIONAL WATER POLLUTION CONTROL)	LS	LUMP SUM	\$2,000.00	<b>\$2,000.00</b>
9	066597	SUPPLEMENTAL WORK (STORM WATER SAMPLING AND ANALYSIS)	LS	LUMP SUM	\$2,000.00	<b>\$2,000.00</b>
10	966024	SUPPLEMENTAL WORK (ENVIRONMENTAL OBLIGATIONS)	LS	LUMP SUM	\$2,000.00	<b>\$2,000.00</b>
11	966070	SUPPLEMENTAL WORK (PUBLIC CONVENIENCE AND SAFETY, COUNTY PORTION)	LS	LUMP SUM	\$2,000.00	<b>\$2,000.00</b>
12	966080	SUPPLEMENTAL FUNDS (ASPHALT PRICE INDEX)	LS	LUMP SUM	\$2,000.00	<b>\$2,000.00</b>
<b>SUPPLEMENTAL BID ITEMS (SUBTOTAL)</b>						<b>\$12,000.00</b>
<b>BID ITEMS AND SUPPLEMENTAL ITEMS TOTAL</b>						

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

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

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000. or under are exempt).

Current standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such subcontractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.



**NONCOLLUSION DECLARATION**

**Per § 7106 of the Public Contract Code**

**GUADALUPE DUNES  
ROAD RESTORATION  
IN THE COUNTY OF SANTA BARBARA**

**COUNTY PROJECT NO. 8638**

**BID OPENING DATE: JANUARY 5, 2012**

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

I declare under the penalty of perjury under the laws of the State of California that the forgoing is true and correct.

Date: \_\_\_\_\_

\_\_\_\_\_  
Principal Officer of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Contractor)



**DESIGNATED SUBCONTRACTOR INFORMATION SHEET (1)**  
**COUNTY PROJECT NO. 8638**

The Contractor shall set forth the following information on the "Designated Contractor Information Sheet"; the name and location of the place of business, telephone and FAX numbers, license number and classification of each subcontractor who will perform work or labor or render service to the undersigned in or about the construction of the work to be performed. That portion of the work which will be done by each subcontractor for each subcontract shall be listed by individual item number, percent of item, dollar amount of item and brief description. The Contractors attention is directed to Section 2-1.03A, "Required Listing of All Subcontractors Information," of these Special Provisions.

Name	(        )    (        )    (        ) Item No.    Percent of Item    Dollar Amount
Address	Description of Above Item
City, State Zip	(        )    (        )    (        ) Item No.    Percent of Item    Dollar Amount
Phone Number	Description of Above Item
Fax Number	(        )    (        )    (        ) Item No.    Percent of Item    Dollar Amount
E-mail Address	Description of Above Item
License No. and Classifications	
(        )    (        )    (        ) Item No.    Percent of Item    Dollar Amount	(        )    (        )    (        ) Item No.    Percent of Item    Dollar Amount
Description of Above Item	Description of Above Item
(        )    (        )    (        ) Item No.    Percent of Item    Dollar Amount	(        )    (        )    (        ) Item No.    Percent of Item    Dollar Amount
Description of Above Item	Description of Above Item
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Description of Above Item	Description of Above Item
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Description of Above Item	Description of Above Item

\_\_\_\_\_  
Total Dollar Amount

This Page

BY \_\_\_\_\_  
Bidder's Signature

NOTE: This form may be reproduced and attached behind this page to list more Subcontractors.

**DESIGNATED SUBCONTRACTOR INFORMATION SHEET (2)**  
**COUNTY PROJECT NO. 8638**

The Contractor shall set forth the following information on the "Designated Contractor Information Sheet"; the name and location of the place of business, telephone and FAX numbers, license number and classification of each subcontractor who will perform work or labor or render service to the undersigned in or about the construction of the work to be performed. That portion of the work which will be done by each subcontractor for each subcontract shall be listed by individual item number, percent of item, dollar amount of item and brief description. The Contractors attention is directed to Section 2-1.03A, "Required Listing of All Subcontractors Information," of these Special Provisions.

Name	(        )    (        )    (        )
	Item No.    Percent of Item    Dollar Amount
Address	Description of Above Item
City, State Zip	(        )    (        )    (        )
	Item No.    Percent of Item    Dollar Amount
Phone Number	Description of Above Item
Fax Number	(        )    (        )    (        )
	Item No.    Percent of Item    Dollar Amount
E-mail Address	Description of Above Item
License No. and Classifications	
(        )    (        )    (        )	(        )    (        )    (        )
Item No.    Percent of Item    Dollar Amount	Item No.    Percent of Item    Dollar Amount
Description of Above Item	Description of Above Item
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Item No.    Percent of Item    Dollar Amount	Item No.    Percent of Item    Dollar Amount
Description of Above Item	Description of Above Item
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Item No.    Percent of Item    Dollar Amount	Item No.    Percent of Item    Dollar Amount
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Item No.    Percent of Item    Dollar Amount	Item No.    Percent of Item    Dollar Amount

Total Dollar Amount

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BY \_\_\_\_\_  
Bidder's Signature

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**DESIGNATED SUBCONTRACTOR INFORMATION SHEET (3)**  
**COUNTY PROJECT NO. 8638**

The Contractor shall set forth the following information on the "Designated Contractor Information Sheet"; the name and location of the place of business, telephone and FAX numbers, license number and classification of each subcontractor who will perform work or labor or render service to the undersigned in or about the construction of the work to be performed. That portion of the work which will be done by each subcontractor for each subcontract shall be listed by individual item number, percent of item, dollar amount of item and brief description. The Contractors attention is directed to Section 2-1.03A, "Required Listing of All Subcontractors Information," of these Special Provisions.

Name	(        )    (        )    (        ) Item No.    Percent of Item    Dollar Amount
Address	Description of Above Item
City, State Zip	(        )    (        )    (        ) Item No.    Percent of Item    Dollar Amount
Phone Number	Description of Above Item
Fax Number	(        )    (        )    (        ) Item No.    Percent of Item    Dollar Amount
E-mail Address	Description of Above Item
License No. and Classifications	
(        )    (        )    (        ) Item No.    Percent of Item    Dollar Amount	(        )    (        )    (        ) Item No.    Percent of Item    Dollar Amount
Description of Above Item	Description of Above Item
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Description of Above Item	Description of Above Item
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Description of Above Item	Description of Above Item
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Description of Above Item	Description of Above Item
(        )    (        )    (        ) Item No.    Percent of Item    Dollar Amount	(        )    (        )    (        ) Item No.    Percent of Item    Dollar Amount
Description of Above Item	Description of Above Item

\_\_\_\_\_  
Total Dollar Amount

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BY \_\_\_\_\_  
Bidder's Signature

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**DESIGNATED SUBCONTRACTOR INFORMATION SHEET (4)**  
**COUNTY PROJECT NO. 8638**

The Contractor shall set forth the following information on the "Designated Contractor Information Sheet"; the name and location of the place of business, telephone and FAX numbers, license number and classification of each subcontractor who will perform work or labor or render service to the undersigned in or about the construction of the work to be performed. That portion of the work which will be done by each subcontractor for each subcontract shall be listed by individual item number, percent of item, dollar amount of item and brief description. The Contractors attention is directed to Section 2-1.03A, "Required Listing of All Subcontractors Information," of these Special Provisions.

Name	(        )    (        )    (        ) Item No.    Percent of Item    Dollar Amount
Address	Description of Above Item
City, State Zip	(        )    (        )    (        ) Item No.    Percent of Item    Dollar Amount
Phone Number	Description of Above Item
Fax Number	(        )    (        )    (        ) Item No.    Percent of Item    Dollar Amount
E-mail Address	Description of Above Item
License No. and Classifications	
(        )    (        )    (        ) Item No.    Percent of Item    Dollar Amount	(        )    (        )    (        ) Item No.    Percent of Item    Dollar Amount
Description of Above Item	Description of Above Item
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Description of Above Item	Description of Above Item
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Description of Above Item	Description of Above Item
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Description of Above Item	Description of Above Item

\_\_\_\_\_  
Total Dollar Amount

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BY \_\_\_\_\_  
Bidder's Signature

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**DESIGNATED SUBCONTRACTOR INFORMATION SHEET (5)**  
**COUNTY PROJECT NO. 8638**

The Contractor shall set forth the following information on the "Designated Contractor Information Sheet"; the name and location of the place of business, telephone and FAX numbers, license number and classification of each subcontractor who will perform work or labor or render service to the undersigned in or about the construction of the work to be performed. That portion of the work which will be done by each subcontractor for each subcontract shall be listed by individual item number, percent of item, dollar amount of item and brief description. The Contractors attention is directed to Section 2-1.03A, "Required Listing of All Subcontractors Information," of these Special Provisions.

Name	(        )    (        )    (        ) Item No.    Percent of Item    Dollar Amount
Address	Description of Above Item
City, State Zip	(        )    (        )    (        ) Item No.    Percent of Item    Dollar Amount
Phone Number	Description of Above Item
Fax Number	(        )    (        )    (        ) Item No.    Percent of Item    Dollar Amount
E-mail Address	Description of Above Item
License No. and Classifications	
(        )    (        )    (        ) Item No.    Percent of Item    Dollar Amount	(        )    (        )    (        ) Item No.    Percent of Item    Dollar Amount
Description of Above Item	Description of Above Item
(        )    (        )    (        ) Item No.    Percent of Item    Dollar Amount	(        )    (        )    (        ) Item No.    Percent of Item    Dollar Amount
Description of Above Item	Description of Above Item
(        )    (        )    (        ) Item No.    Percent of Item    Dollar Amount	(        )    (        )    (        ) Item No.    Percent of Item    Dollar Amount
Description of Above Item	Description of Above Item
(        )    (        )    (        ) Item No.    Percent of Item    Dollar Amount	(        )    (        )    (        ) Item No.    Percent of Item    Dollar Amount
Description of Above Item	Description of Above Item

\_\_\_\_\_  
Total Dollar Amount

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BY \_\_\_\_\_  
Bidder's Signature

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**DESIGNATED SUBCONTRACTOR INFORMATION SHEET (6)**  
**COUNTY PROJECT NO. 8638**

The Contractor shall set forth the following information on the "Designated Contractor Information Sheet"; the name and location of the place of business, telephone and FAX numbers, license number and classification of each subcontractor who will perform work or labor or render service to the undersigned in or about the construction of the work to be performed. That portion of the work which will be done by each subcontractor for each subcontract shall be listed by individual item number, percent of item, dollar amount of item and brief description. The Contractors attention is directed to Section 2-1.03A, "Required Listing of All Subcontractors Information," of these Special Provisions.

Name	(        )    (        )    (        )
	Item No.    Percent of Item    Dollar Amount
Address	Description of Above Item
City, State Zip	(        )    (        )    (        )
	Item No.    Percent of Item    Dollar Amount
Phone Number	Description of Above Item
Fax Number	(        )    (        )    (        )
	Item No.    Percent of Item    Dollar Amount
E-mail Address	Description of Above Item
License No. and Classifications	
(        )    (        )    (        )	(        )    (        )    (        )
Item No.    Percent of Item    Dollar Amount	Item No.    Percent of Item    Dollar Amount
Description of Above Item	Description of Above Item
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Item No.    Percent of Item    Dollar Amount	Item No.    Percent of Item    Dollar Amount
Description of Above Item	Description of Above Item
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Item No.    Percent of Item    Dollar Amount	Item No.    Percent of Item    Dollar Amount
Description of Above Item	Description of Above Item
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Item No.    Percent of Item    Dollar Amount	Item No.    Percent of Item    Dollar Amount
Description of Above Item	Description of Above Item
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Item No.    Percent of Item    Dollar Amount	Item No.    Percent of Item    Dollar Amount
Description of Above Item	Description of Above Item
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Item No.    Percent of Item    Dollar Amount	Item No.    Percent of Item    Dollar Amount

Total Dollar Amount

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BY \_\_\_\_\_  
Bidder's Signature

NOTE: This form may be reproduced and attached behind this page to list more Subcontractors.



**COUNTY OF SANTA BARBARA DEPARTMENT OF COMMUNITY SERVICES  
 BIDDERS INFORMATION LIST  
 GUADALUPE DUNES ROAD RESTORATION IN THE COUNTY OF SANTA BARBARA  
 COUNTY PROJECT NO. 8638**

Bidder must list subcontractors (both UDBE and non-UDBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing UDBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Contact person: \_\_\_\_\_

Email: \_\_\_\_\_

Business Address:		
City:	State:	Zip:

Employer's Tax Identification Number
License No. And Classifications:
Years in Business:

Street Address (If different than mailing address):		
City:	State:	Zip:

<b>Type of work/service provided:</b>
<input type="checkbox"/> Prime Contractor
<input type="checkbox"/> Subcontractor
<input type="checkbox"/> Material Supplier
<input type="checkbox"/> Manufacturer
<input type="checkbox"/> Trucking Provider
<input type="checkbox"/> Broker

**Type of services provided:**

Mark with X if your firm performs this type of work:

	Description
	BRIDGE
	SURFACE TREATMENT
	PAVING
	MINOR CONCRETE
	DRAINAGE SYSTEMS
	RETAINING WALLS/SYSTEMS
	SIGNALS & LIGHTING
	LANDSCAPING
	EXCAVATION AND GRADING
	DRILLING & BORING
	SIGN & STRIPE
	GUARD RAIL
	STEEL
	PRECAST CONCRETE
	GRINDING
	MISC HMA/ DIKE
	TRAFFIC CONTROL
	other:

<input type="checkbox"/> UDBE	cert #: _____
<input type="checkbox"/> DBE	cert #: _____

<b>Gross Annual Receipts for last year:</b>
<input type="checkbox"/> < \$1 Million
<input type="checkbox"/> < \$5 Million
<input type="checkbox"/> < \$10 Million
<input type="checkbox"/> < \$15 Million
<input type="checkbox"/> > \$15 Million

## **BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE**

Bidder hereby certifies that he has reviewed the insurance coverage requirements specified in the Contract Specifications. Should he be awarded the contract for the work, Bidder further certifies that he can meet all Contract Specification requirements for insurance including insurance coverage of his subcontractors.

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### **PUBLIC CONTRACT CODE SECTION 10162**

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

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

Yes \_\_\_\_

No \_\_\_\_

If the answer is yes, explain the circumstances on a separate sheet of paper and attach to proposal.

---

### **PUBLIC CONTRACT CODE SECTION 10232 STATEMENT**

In accordance with Public Contract Code Section 10232, the Contractor hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a Federal Court which orders the Contractor to comply with an order of the National Labor Relations Board.

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### **PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury that the bidder has \_\_\_, has not \_\_\_, been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any Community Services contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or Trustees of the California State University.

The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

**NOTE:** The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

---

### **BIDDER'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM ACT OF 1986**

Bidder certifies that he/she is aware of the requirements of the Immigration Reform and Control act of 1986 (8 USC Secs. 1101-1525), and will comply with these requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants that are included in this Contract.

## **BIDDER'S STATEMENT REGARDING INJURY AND ILLNESS PREVENTION PROGRAM**

Bidder hereby certifies that he has reviewed the injury and illness prevention program requirements specified in the Contract Specifications. Should he be awarded the contract for the work, Bidder further certifies that he can meet all Contract Specification requirements for injury and illness prevention program including, but not limited to:

- A. Safety Manual
- B. Jobsite Checklist
- C. Equipment Safety Checklist
- D. Tailgate Safety Meetings
- E. Permit Application and Job Notification Form (Construction, Demolition, Trenches, Excavation, Building, Structures, Falsework, Scaffolding) Form Cal/OSHA S-691 (Of Current Revision Date)

NOTE: A copy of your Company's Injury and Illness Prevention Program shall be returned to the County with your executed Contract Documents.

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## **TITLE 49, CODE OF FEDERAL REGULATIONS, PART 40 PROCEDURES FOR TRANSPORTATION WORKPLACE DRUG AND ALCOHOL TESTING PROGRAMS CERTIFICATION**

Bidder hereby certifies that he has reviewed the requirements specified in the Contract Specifications and has implemented a Policy on Drugs and Alcohol conforming to Federal Regulation 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs.

NOTE: A copy of your company's Policy on Drugs and Alcohol conforming to Federal Regulation 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs, shall be returned to the County with your executed Contract Documents.

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## **CALIFORNIA LABOR CODE SECTION 1860 AND 1861 CERTIFICATION**

In accordance with the provisions of Section 1860 and 1861 of the California Labor Code, every Contractor will be required to secure the payment of compensation of his employees. Each Contractor to whom a Community Services contract is awarded shall sign the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

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## **FEDERAL FORM 1273 REQUIREMENT**

Bidder hereby certifies that he has physically included Federal Form 1273 in each subcontract, lower tier subcontracts, and purchase orders as required the required contract provisions contained in Federal Form 1273, except as excluded by law of regulation.

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**NOTE:** The above Statements, Questionnaires and Certifications are part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of these Statements, Questionnaires and Certifications. Bidders are cautioned that making false certification may subject the certifier to criminal prosecution.

To the County of Santa Barbara Department of Community Services Engineering Division

**NONCOLLUSION AFFIDAVIT (Title 23 United States Code Section 112 and Public Contract Code Section 7106)**

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion affidavit under penalty of perjury.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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**DEBARMENT AND SUSPENSION CERTIFICATION**

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency:

Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years:

Does not have a proposed debarment pending; and

Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years

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

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

**Note:** Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this certification.

**CERTIFICATION OF NON-SEGREGATED FACILITIES FEDERALLY ASSISTED PROJECTS**

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provision of the Equal Opportunity clause, and that he will retain such certifications in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Company: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NONLOBBYING CERTIFICATION FOR FEDERAL AID CONTRACTS**

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

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

# DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

**T**  **S**  **R**

- a. contract  
 b. grant  
 c. cooperative agreement  
 d. loan  
 e. loan guarantee  
 f. loan insurance

- a. bid/offer/application  
 b. initial award  
 c. post-award

- a. initial  
 b. material change

**C**  **O**  
 year \_\_\_\_\_ quarter \_\_\_\_\_  
 date of last report \_\_\_\_\_

**N**  **R**  **E**

- Prime  Subawardee  
 Tier \_\_\_\_\_, if known

**I**  **E**  **N**  **S**  **r**  
**E**  **N**  **d** **A**  **r**

**C**  **D** if known

**C**  **D** if known

**d**  **r**  **A**

**d**  **r**  **N**  **D**

**DA**  **r** if applicable \_\_\_\_\_

**d**  **A**  **N** if known:

**A**  **r**  **A** if known:

**N**  **d** **A**  **E**  
 (If individual, last name, first name, MI)

**I**  **d**  **d**  **r**  **S** (including  
 address if different from No. 10a)  
 (last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

**A**  **T**

**T**  **A**

actual  planned

- a. cash  
 b. in-kind; specify: nature \_\_\_\_\_  
 value \_\_\_\_\_

- a. retainer  
 b. one-time fee  
 c. commission  
 d. contingent fee  
 e. deferred  
 f. other, specify \_\_\_\_\_

**r**  **D**  **S**  **r**  **d**  **r**  **d**  **D**  **S**  **r**  **d**

(attach Continuation Sheet(s) if necessary)

**C**  **S**  **Y**  **N**

Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_ Date: \_\_\_\_\_

**d**  **O**

Authorized for Local Reproduction  
 Standard Form - LLL

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.





"By my signature on this Proposal, I certify, under penalty of perjury under the laws of the State of California, that the statements, certifications and responses designated herein as being made under penalty of perjury, including, without limitation, the questionnaire and statements provided for in Public Contract Code Sections 10162,10232 and 10295.1, applicable provisions of the following laws, California Labor Code, United States Code, and Code of Federal Regulations, are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Code of Administrative Regulations)." I declare under penalty of perjury that the foregoing is true and correct. This declaration executed in California, at (place) \_\_\_\_\_ on (date)\_\_\_\_\_.

Business Type–Check Only One: Corporation \_\_\_\_ Partnership \_\_\_\_ Sole Proprietorship \_\_\_\_

\_\_\_\_\_  
Company Name

SIGN HERE

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Print Name & Title

Note: If the Bidder is a corporation, the legal name of the corporation shall be set forth above with the signature of the officers authorized to sign contracts on behalf of the corporation. If bidder is a copartnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the copartnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or member of a partnership, a Power of Attorney must be on file with the Department prior to opening of bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Place of Business (Street Address)

\_\_\_\_\_  
Business Phone No.

/ \_\_\_\_\_  
FAX No.

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Contact Person

/ \_\_\_\_\_  
Phone No.

**NOTE: The Contractor MUST use the Bidder's Bond Form found in the book entitled "County of Santa Barbara; California; Proposal and Contract" for the project and it shall be properly filled out and executed.**

**BIDDER'S BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_

\_\_\_\_\_ as Principal, and

\_\_\_\_\_ as Surety

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

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_).

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

**GUADALUPE DUNES  
ROAD RESTORATION  
IN THE COUNTY OF SANTA BARBARA  
  
COUNTY PROJECT NO. 8638**

for which bids are to be opened on **JANUARY 5, 2012**, has been submitted by Principal to Owner.

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

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

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

**DO NOT DETACH**

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

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

\_\_\_\_\_  
Name of Principal

Dated \_\_\_\_\_

\_\_\_\_\_  
Signature of Principal

(Seal)

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State & Zip

Dated \_\_\_\_\_

\_\_\_\_\_  
Signature of Surety's Attorney-in-fact

(Seal)

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

\_\_\_\_\_  
Name of Agent

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State & Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
FAX Number

NOTE: Signatures of those executing for Surety MUST be properly acknowledged.

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



**COUNTY OF SANTA BARBARA  
DEPARTMENT OF COMMUNITY SERVICES**

**CONTRACT (EXAMPLE A)**

**GUADALUPE DUNES  
ROAD RESTORATION  
IN THE COUNTY OF SANTA BARBARA**

**COUNTY PROJECT NO. 8638**

**DEPARTMENT OF COMMUNITY SERVICES**

**HERMAN PARKER  
DIRECTOR OF COMMUNITY SERVICES**

**COUNTY OF SANTA BARBARA AGREEMENT FOR:**



**County Project No. 8638**

Auditor – Controller Contract No. \_\_\_\_\_

THIS AGREEMENT is made by and between the County of Santa Barbara a political subdivision of the State of California, hereinafter called **COUNTY**, and C1 hereinafter referred to as **CONTRACTOR**, for the completion of the work identified herein, on the following terms, conditions and provisions:

**1. CONTRACT**

This agreement includes and incorporates by reference all Contract Documents.

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

- 1) Special Provisions
- 2) Project Plans
- 3) State of California, Department of Transportation Standard Specifications dated May 2006
- 4) State of California, Department of Transportation Standard Plans dated May 2006
- 5) County of Santa Barbara, Department of Public Works, Standard Details dated April 1, 1987
- 6) Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished
- 7) The Proposal executed and submitted by the Contractor
- 8) Notice to Bidders
- 9) The Bid Bond
- 10) The Faithful Performance and Payment Bonds, and
- 11) Any Addenda

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

Copies of all said documents are on file in the Department of Community Services Office of the COUNTY and have been and will be made available to the CONTRACTOR during the term of this Agreement.

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

**COUNTY OF SANTA BARBARA; NOTICE TO BIDDERS AND SPECIAL PROVISIONS FOR GUADALUPE DUNES ROAD RESTORATION IN THE COUNTY OF SANTA BARBARA**

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

**COUNTY OF SANTA BARBARA; STATE OF CALIFORNIA; DEPARTMENT OF COMMUNITY SERVICES; PLANS FOR THE CONSTRUCTION OF GUADALUPE DUNES ROAD RESTORATION IN THE COUNTY OF SANTA BARBARA**

**2. WORK**

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

### **3. EXTRA WORK**

Section 4-1.03D, "Extra Work," of the Standard Specifications is amended by adding the following between the second and third paragraphs:

Extra work, materials, resolution of disputes, corrections, and/or changes to the specifications as are required for the proper completion of the work or the improvement contemplated may be authorized and agreement made for compensation at the same rate per unit (or at a corresponding rate for work that is different from that provided for in the Contract Documents) by the Engineer, if compensation is not in excess of 10 percent of the original base agreement amount or \$25,000, or \$25,000 + 5 percent of the amount of the bid in excess of \$250,000, the total of changes not to exceed \$150,000, in accordance with Section 20142(a) and (b), and Section 20395(d) of the Public Contract Code. Extra work or changes in excess of these limits may be authorized by resolution or minute order of the Santa Barbara County Board of Supervisors. The Engineer shall determine, if necessary, appropriate additional time to be allowed for such extra work.

If, in the opinion of the Engineer, such work cannot reasonably be performed concurrently with other items of work, and if a controlling item of work is delayed thereby, an adjustment of contract time will be made. In no event shall County be liable for the cost of any extra work not approved in advance and in writing by the Engineer.

### **4. PAYMENTS NOT ACCEPTANCE**

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

### **5. PROGRESS PAYMENT NO WAIVER FOR DELAY**

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

### **6. EXCAVATIONS**

Before any pavement resurfacing, displacement or excavation of the ground that may be required by any performance under this Agreement, the CONTRACTOR shall obtain an inquiry identification number by calling Underground Service Alert (USA) 1 (800) 422-4133 or 1 (800) 227-2600 or by such other means as may be required; shall conform to all requirements of Government Code Sections 4215 through 4217 regarding any such pavement resurfacing, displacement or excavation, including the payment of any fees required; and shall facilitate performance by the COUNTY of any obligation required of the COUNTY under said Sections. There shall be no performance under this Agreement by either party unless and until the provisions of such Sections are complied with and the Engineer is notified regarding the compliance.

### **7. ENGINEER**

The Engineer referred to in the Contract Documents is the Santa Barbara County Director of Community Services or the Director's authorized representative.

### **8. COMPLIANCE WITH LAW, AMENDMENTS**

CONTRACTOR shall keep fully informed of all laws, ordinances and regulations which do or may affect the conduct of the work, the materials used therein or persons engaged or employed thereon and all such orders of bodies and tribunals having any jurisdiction over same. If it be found that the Special Provisions or Standard Specifications for the work conflict with any such law, ordinance or regulation, the CONTRACTOR shall immediately report same to the Engineer in writing. CONTRACTOR shall at all times observe and comply with and shall cause all agents and employees to observe and comply with all such laws, ordinances, regulations or decrees as

the same now exists or may be hereafter amended and all superseding provisions thereof. CONTRACTOR acknowledges, particularly, the provisions of Sections 3196 and Sections 3247 and 3252, inclusive, of the Civil Code of California. CONTRACTOR shall protect and indemnify the County of Santa Barbara, the Board of Supervisors, the Director of Community Services, and/or any officer, agent or employee of the COUNTY against any claims or liability arising from or based on the violation of any such law, ordinance, regulation or decree whether by CONTRACTOR, or a subcontractor, agent or employee.

## **9. PREVAILING WAGE RATES**

Rates of wages, including overtime, holiday and Sunday rates provided for the work are subject to the effect of Executive Orders of the President of the United States No. 9240, dated September 9, 1942, and No. 9250, dated October 3, 1942, and to any modifications thereof and to any and all lawful orders of the President or any authorized Federal Officer or agency, insofar as the same may be applicable to this Contract.

In accordance with the requirements of Labor Code Section 1770, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem or hourly wages for workers required to perform the subject work. A copy of the prevailing wage rate is on file with the Director of Community Services, County Engineering Building, 610 Mission Canyon Road, Santa Barbara, California, and is available for inspection.

Attention is directed to Section 7-1.01A(2), "Prevailing Wage," of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are on file at the office of the Department of Community Services Engineering Division, 610 Mission Canyon Road, Santa Barbara, CA 93105. Copies of these general prevailing wage rates shall be made available to any interested party on request. These wage rates are not included in the Proposal and Contract (Example) for the project. Changes, if any to the general prevailing wage rates will be available at the same location.

Contractor, and any subcontractor under his or her direction, shall pay not less than the said prevailing rates to all, laborers, workers and mechanics employed by them in the execution of the contract.

The prevailing wage rates are also available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/dlsr/pwd>.

## **10. CONTRACT DOCUMENTS ACKNOWLEDGED**

CONTRACTOR hereby declares that he has read the "Contract Documents" pertaining to the work to be accomplished hereunder, has carefully examined the plans and detail drawings of the work to be performed and fully understands the intent and meaning of the same.

## **11. TIMES FOR COMMENCEMENT, COMPLETION**

Notwithstanding the provisions found in Section 8-1.05, "Temporary Suspension of Work," and Section 8-1.06, "Time of Completion," of the Standard Specifications, the work to be done under this Agreement shall be completed by LWD2. The CONTRACTOR shall begin work as soon as practicable after execution of this Agreement by both the CONTRACTOR and the COUNTY, and in no event shall work begin later than FWD2. CONTRACTOR acknowledges the provision of this Agreement regarding liability for liquidated damages in the event CONTRACTOR fails to perform the work before the completion date in this paragraph. The above beginning and ending dates equate to FIFTEEN (15) working days.

## **12. GUARANTEE PAYMENT AND PERFORMANCE BONDS**

Before any performance under this Agreement, the CONTRACTOR shall provide the security required by statute for the payment of all workers and suppliers, and security for faithful performance of all terms and conditions of this Agreement, the Payment Bond and the "Faithful Performance Bond" shall be in the form specified and supplied by the County as part of the Bid Package. Both securities shall 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.

## **13. NON DISCRIMINATION**

The CONTRACTOR acknowledges that this Agreement is subject to the provisions of Article XIII of Chapter 2 of the Santa Barbara County Code, providing against discrimination in employment. The CONTRACTOR agrees to perform all requirements of a contractor under the provisions of said Article and to pay all costs occasioned to the COUNTY by any noncompliance by the CONTRACTOR.

## **14. DISPUTES**

Should any disputes arise which the parties are unable to resolve by negotiation respecting the interpretation, construction or meaning of any of the plans or specifications or provisions affecting the work or respecting the true value of any extra work or work omitted, the dispute shall be submitted to arbitration if required by the provisions of the Public Contract Code or if the parties mutually agree to arbitration in lieu of adjudication by a court of competent jurisdiction. Any arbitration shall be carried out in accordance with the Public Contract Code, applicable provisions of the Santa Barbara County Code and other regulations or standards and in accordance with standards of the American Arbitration Association. Any arbitration ruling or decision shall be binding on the parties, unless the parties mutually agree in writing not to be so bound.

## **15. RIGHT TO AUDIT**

Contractor shall maintain and make available all books, papers, job descriptions, records, detail costs, estimates, claims, and accounts, including payment, property, payroll, personnel, subcontractors, sub-subcontractors and financial records related to or which arise out of the Work or under the terms or conditions of the Contract. The form of record keeping shall be subject to approval by County. These books, papers, records, claims, and accounts shall be made available for examination during normal business hours by County or County's representative and shall be retained at Contractor's principal place of business in California for audit during normal business hours at such place for four (4) years after recording of the Notice of Completion of Project. Contractor shall provide an office to enable County and County's representative to conduct such audit.

## **16. SUPPLEMENTAL WORK**

Supplemental work necessary for traffic control, public safety and convenience and as required for the proper completion of the work in the amount of \$SUP1.00 shall be set aside and designated for this use in accordance with the Notice to Bidders, Special Provisions, and Proposal, and Specifications of this project.

## **17. PAYMENT**

As full compensation for furnishing all labor, supervision, overhead, materials and equipment and for doing all the work completed and embraced in this Agreement and subject to adjustments and liquidated damages, if any, as provided in the Contract Documents, the base amount to be paid to the CONTRACTOR for satisfactory completion of all requirements of the Contractor under this Agreement including Section 17 Supplemental Work of this agreement is and shall be; AM\$\$ (\$#AM#\$.00), to be paid as provided in the Contract Documents dated DT7, and as shown on the Engineer's Estimate below. The CONTRACTOR assumes and will provide against any and all loss or damage arising out of the nature of the work undertaken, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the COUNTY, and assumes any and all expenses incurred by or in consequence of suspension or discontinuance of the work, for well and faithfully completing the work and the whole thereof, in the manner and according to the plans, specifications and Contract, and the requirements of the Engineer under them, to wit:

## **18 INDEMNIFICATION**

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgements or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgements or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

## **19 INSURANCE REQUIREMENTS**

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall



be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance. Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by Department of Industrial Relations for State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.
2. General and Automobile Liability Insurance. The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the Contractor in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, employees, and agents shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention [SIR] over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the contractor may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY'S Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonably based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY'S risk

and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

## ENGINEER'S ESTIMATE

I#	I# Code	Description	Material	Estimate Type	Contract Type	Total Contract
1	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	LUMP SUM	
2	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM	LUMP SUM	
		<b>ITEMS IN CONTRACT WILL BE THE SAME AS THOSE IN THE PROPOSAL</b>				
<b>CONTRACTOR'S BID ITEMS \$ TOTAL</b>						
		SUPPLEMENTAL ITEMS OF WORK				
3	966023	SUPPLEMENTAL WORK (RIGHT OF WAY OBLIGATIONS)	LS	LUMP SUM	LUMP SUM	
4	966024	SUPPLEMENTAL WORK (ENVIRONMENTAL OBLIGATIONS)	LS	LUMP SUM	LUMP SUM	
5	966070	SUPPLEMENTAL WORK (PUBLIC CONVENIENCE AND SAFETY, COUNTY PORTION)	LS	LUMP SUM	LUMP SUM	
<b>SUPPLEMENTAL BID ITEMS \$ TOTAL</b>						
<b>BID ITEMS AND SUPPLEMENTAL ITEMS TOTAL</b>						

**20. SUBSTITUTION OF MATERIALS, SUBSTITUTION OF CONTRACTORS.**

The Engineer is authorized to act on behalf of the awarding authority in any matters requiring consent, notice or hearing in order to substitute materials or equipment specified or to substitute subcontractors.

Date: \_\_\_\_\_

BY: DO NOT EXECUTE THIS DRAFT COPY  
 Chairperson, Board of Supervisors  
 of the County of Santa Barbara  
 State of California

**CONTRACTOR**

C1 \_\_\_\_\_

C2 \_\_\_\_\_

C3, C4 C5 \_\_\_\_\_

**ATTEST:**  
 Chandra L. Wallar  
 Clerk of the Board

BY: \_\_\_\_\_

License No. LNO1

BY: \_\_\_\_\_  
 Deputy

**Business Type Check Only One:**

Corporation \_\_\_\_\_

Partnership \_\_\_\_\_

Sole Proprietorship \_\_\_\_\_

**APPROVED AS TO FORM:**  
 Dennis Marshall,  
 County Counsel

BY: \_\_\_\_\_  
 Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**  
 Robert W. Geis, C.P.A.  
 Auditor-Controller

**APPROVED AS TO FORM:**  
 Ray Aromatorio  
 Risk Manager

BY: \_\_\_\_\_

By: \_\_\_\_\_

Fiscal Responsibility \_\_\_\_\_

Dept.	Division	Subdivision	Program	Org Unit	Fund	Account	Area
BDGT	DVSN9	SUBD8	P#RGM	ORGU#X1	FND	ACNTX1	#AREA#
BDGT	DVSN9	SUBD8	P#RGM	ORGU#X2	FND	ACNTX2	#AREA#

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

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency:

Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years:

Does not have a proposed debarment pending; and

Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years

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

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

Company: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Note:** Providing false information may result in criminal prosecution or administrative sanctions.  
(Please return this completed form with your Agreement, Bonds and Certificates of Insurance)

**CERTIFICATE OF COMPLIANCE**

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

\_\_\_\_\_  
Firm

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

---

**CALIFORNIA LABOR CODE SECTION 1860 AND 1861 CERTIFICATION**

In accordance with the provisions of Section 1860 and 1861 of the California Labor Code, every Contractor will be required to secure the payment of compensation of his employees. Each Contractor to whom a Community Services contract is awarded shall sign the following certification prior to performing the work of the contract:

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

\_\_\_\_\_  
Firm

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(Please return this completed form with your Agreement, Bonds and Certificates of Insurance)

## **UNLAWFUL DISCRIMINATION**

The Board of Supervisors of the County of Santa Barbara do ordain as follows:

### **SECTION 1.**

A new article is hereby added to Chapter 2 of the Santa Barbara Code reading as follows:

### **ARTICLE XIII. UNLAWFUL DISCRIMINATION, COUNTY CONTRACTS**

#### **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. (Ord. 2946, § 1)

#### **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) for goods and services entered into by the County of Santa Barbara or by its joint powers agencies or agents with the consent of the other parties (hereinafter called "contractor") 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 employee or applicant for employment in violation of any applicable state or federal laws, rules or regulations which may now or hereinafter specifically prohibit such discrimination on grounds as race, religion, sex, national origin, physical handicap when otherwise qualified, Vietnam era veteran/disabled, or age.

Such findings may only be made after Contractor has had a full and fair hearing on notice of thirty (30) 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 contract or agreement if any of the above procedures are not afforded 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 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 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 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.

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 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 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 at the hearing.

Failure to fully comply with any of the forgoing provisions relating to unlawful discrimination in employment practices shall be deemed to be a material breach of any contract or agreement with the County of Santa Barbara. All persons contracting with or 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. (Ord. No. 2946, § 1; Ord. No. 2993, § 1; Ord. No. 3018, § 1)

#### **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 (12) 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 federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the County of Santa Barbara may forthwith terminate this order." (Ord. No. 2946, § 1)

#### **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 so 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. (Ord. No. 2946, § 1)



**EXAMPLE 'B' (PAYMENT BOND)**

KNOW ALL MEN BY THESE PRESENTS:

That the County of Santa Barbara of the State of California (hereinafter referred to as the County) and C1 (hereinafter referred to as Principal) have by written agreement dated BAD1, entered into a Contract identified as:

Project Title: GUADALUPE DUNES ROAD RESTORATION IN THE COUNTY OF SANTA BARBARA  
County Project No. 8638  
(Hereinafter referred to as the Contract) and

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

NOW, THEREFORE, said Principal and \_\_\_\_\_

\_\_\_\_\_ as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County in the amount of \$ PB1 , for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. Surety shall be and hereby warrants that it is listed in the Insurance Organizations Authorized By The Insurance Commissioner To Transact Business Of Insurance In The State Of California During 1995 (including changes effective January 1, 1996) published by the Department of Insurance, State of California or successor publications.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named or referred to in Section 3181 of the California Civil Code, or amounts due under Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor and his Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor as required by Division 3, Part 4, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code, or this bond, then said Surety will pay for the same, in an amount not to exceed the amount hereinafter set forth.

This bond shall insure to the benefit of any and all persons, entities, companies and corporations named or referred to in Section 3181 of the California Civil Code, so as to give a right of action to them or their assign in any suit brought upon this bond.

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

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

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

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

\_\_\_\_\_  
Signature of Attorney-in-fact

DATED: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Name of Agent

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State & Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
FAX Number

NOTE: Signature of those executing for Surety must be properly acknowledged

## EXAMPLE 'C' (PERFORMANCE BOND)

KNOW ALL MEN BY THESE PRESENTS:

That the County of Santa Barbara of the State of California (hereinafter referred to as the County) and C1 (hereinafter referred to as Principal) have by written agreement dated BAD1, entered into a Contract identified as:

Project Title: GUADALUPE DUNES ROAD RESTORATION IN THE COUNTY OF SANTA BARBARA  
County Project No. 8638  
(Hereinafter referred to as the Contract) and

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

NOW, THEREFORE, said Principal and \_\_\_\_\_

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as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County in the amount of AM\$.00, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. Surety shall be and hereby warrants that it is listed in the Insurance Organizations Authorized By The Insurance Commissioner To Transact Business Of Insurance In The State Of California During 1995 (including changes effective January 1, 1996) published by the Department of Insurance, State of California or successor publications.

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

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

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

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

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

\_\_\_\_\_  
Signature of Attorney-in-fact

DATED: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Name of Agent

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State & Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
FAX Number

NOTE: Signature of those executing for Surety must be properly acknowledged



**CERTIFICATE OF INSURANCE  
TRANSMITTAL FORM**

FOR THE FOLLOWING DESCRIBED PROJECT:

GUADALUPE DUNES ROAD RESTORATION IN THE COUNTY OF SANTA BARBARA

COUNTY PROJECT NO. 8638

CONTRACTOR:

C1

C2

C3, C4 C5

**The County of Santa Barbara must be named as an additional insured on all certificates. A copy of the endorsement evidencing that the County has been added to the policy must be attached to the certificate of insurance.**

The following must also be listed as additional insured:

\_\_\_\_\_  
\_\_\_\_\_

In addition to the above, the following information must appear on the certificates:

COUNTY PROJECT NO. 8638

This form must be attached to all insurance forms sent to: The County of Santa Barbara, Department of Community Services, Transportation-Engineering , Att: Juan Belatrena, 610 Mission Canyon Road, Santa Barbara, CA 93105.

\_\_\_\_\_  
Authorized Insurance Company Representative's Signature

*This form may be reproduced as required.*