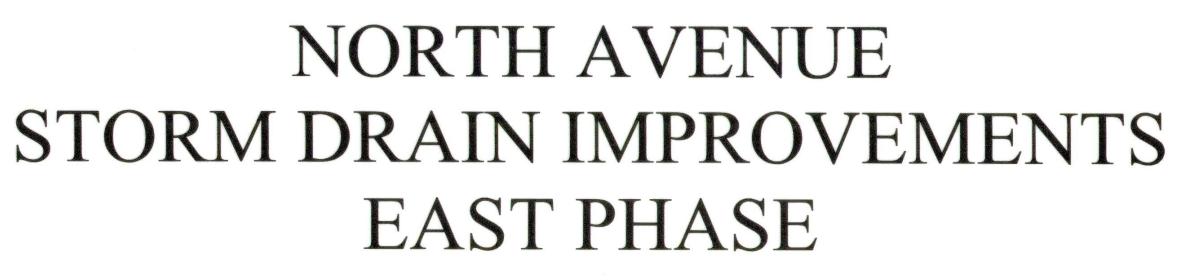
# SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT



LC8316

IN THE CITY OF LOMPOC

SANTA BARBARA COUNTY, CALIFORNIA





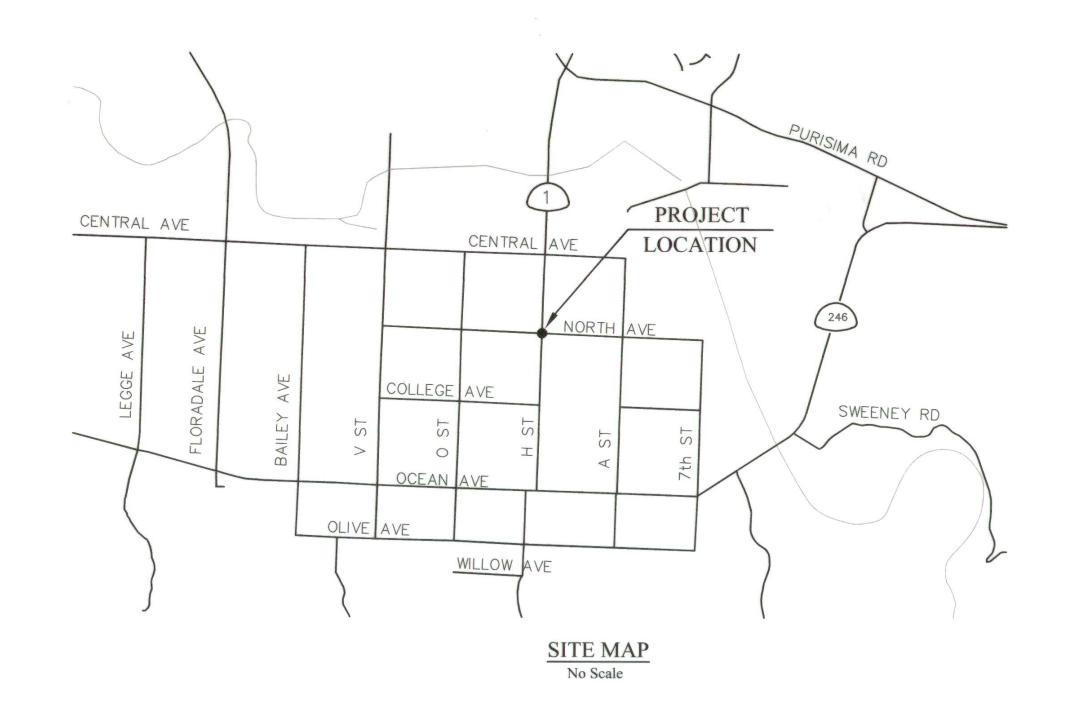
Steve Lavagnino

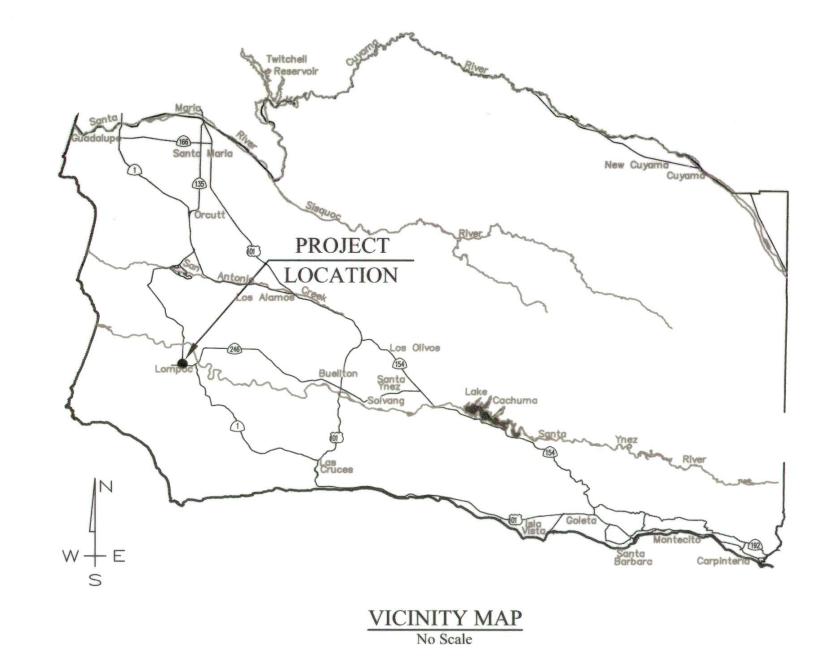
CHAIR, BOARD OF DIRECTIORS:

Das Williams

### INDEX TO SHEETS

DESCRIPTION	SHEET NO
TITLE SHEET	1
GENERAL INFORMATION AND HORIZONTAL	
CONTROL	2
CONSTRUCTION AREA SIGNS	3
PLAN AND PROFILE STORM DRAIN SYSTEM 1	4
PLAN AND PROFILE STORM DRAIN SYSTEM 2	5
DETAILS	6
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DETAILS	8





SERVICE ALERT of Southern California Call TOLL FREE 1-800-422-4133 two working days before you dig

UNAUTHORIZED CHANGES OR USES
THE SANTA BARBARA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT AND ITS
EMPLOYEES WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR UNAUTHORIZED CHANGES TO OR
USES OF THESE PLANS. ALL PROPOSED CHANCES TO THE PLANS MUST BE PRESENTED IN WRITING TO THE DISTRICT AND APPROVED IN WRITING BY THE DISTRICT PRIOR TO IMPLEMENTATION OF ANY SUCH CHANGE OF USE.
CONTRACTOR'S LICENSE
THE CONTRACTOR SHALL SUCCESS THE OLDES IND CLASSES OF LICENSE AS OPENING

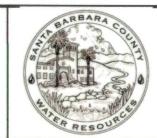
IN T	HE "NOTICE" ADVERTISING FOR BIDS.			
	REVISIONS			PROFESSION.
NO.	DESCRIPTION	DATE	APR	ERENN. SULLER
				WEER A No. C 69239
				Exp. 6-30-20
				OF CALLEORNIA
				OF CALIFE

6 W CONTRACTOR CONTRAC	Sec
PROFESSIONAL	DESIGNED BY:
THEO PROFESSIONAL CHE	FLOOD CONTR
1186	REVIEWED BY
- No. C 09209 Z	tona
Exp. 6-30-20	FLOOD CONTR
OF CALIFORNIA	REVIEWED BY
CALIT	FLOOD CONTE

KM Sullivan 11-05-2018

original to be signed

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

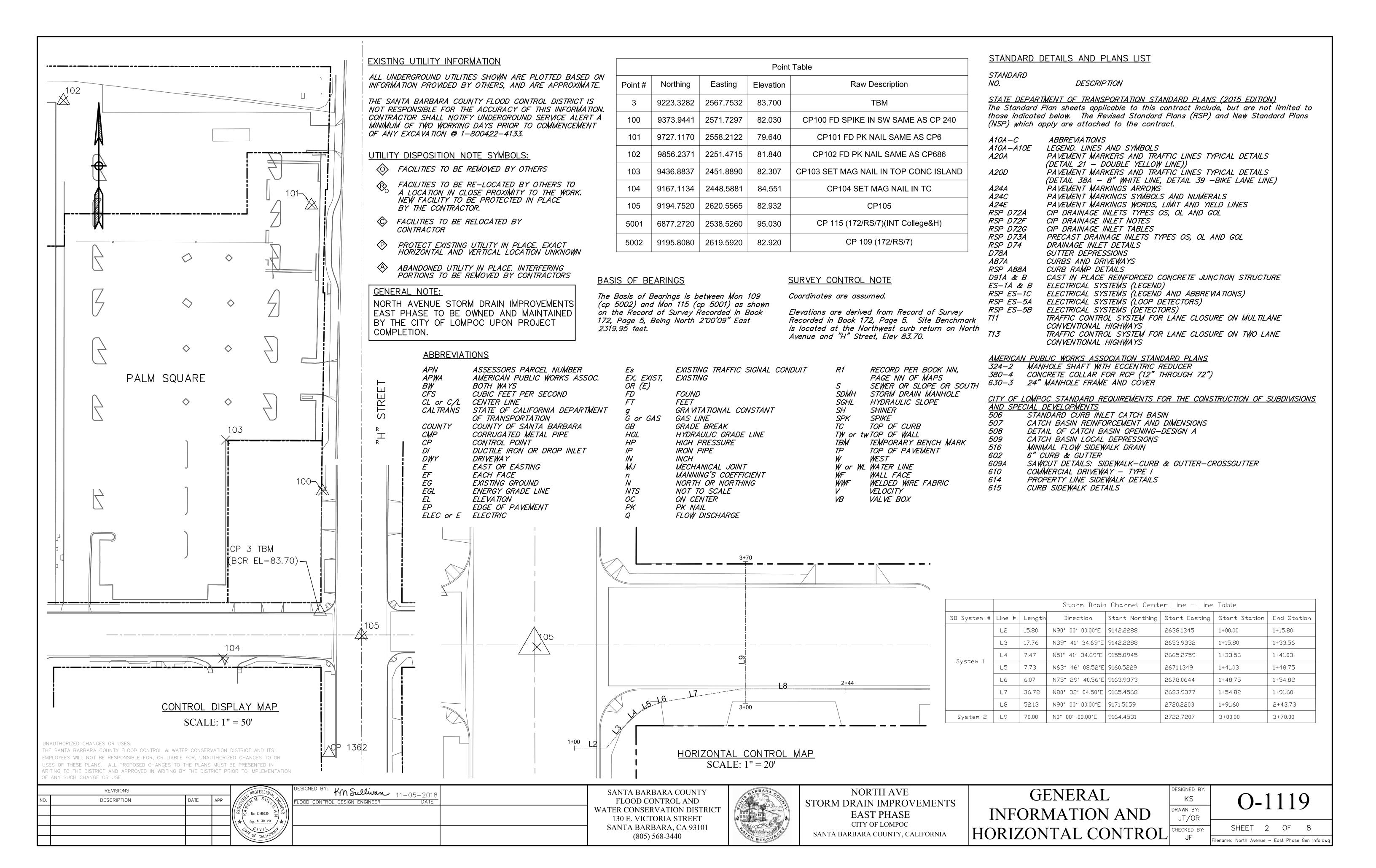


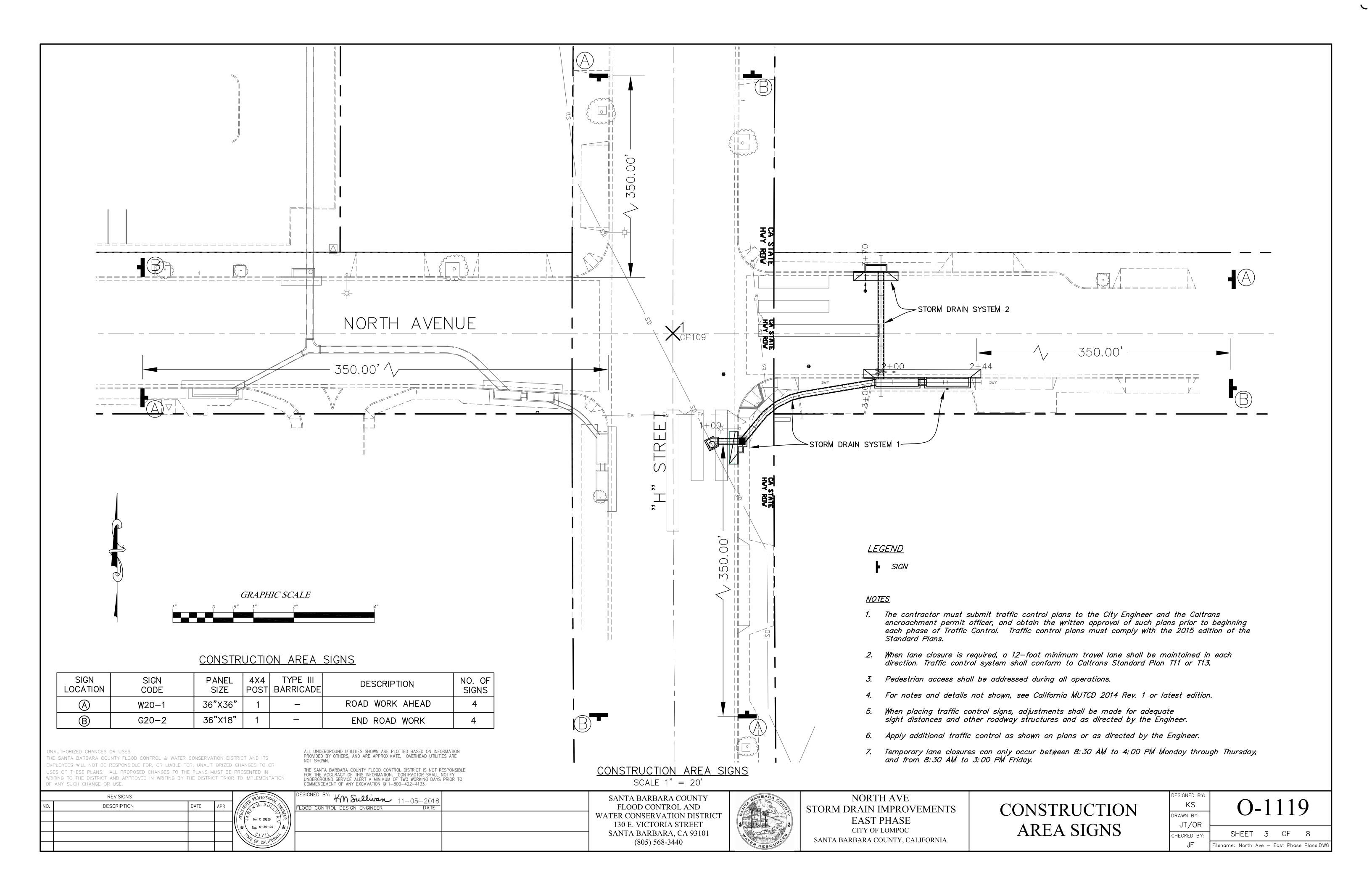
NORTH AVE STORM DRAIN IMPROVEMENTS **EAST PHASE** CITY OF LOMPOC SANTA BARBARA COUNTY, CALIFORNIA

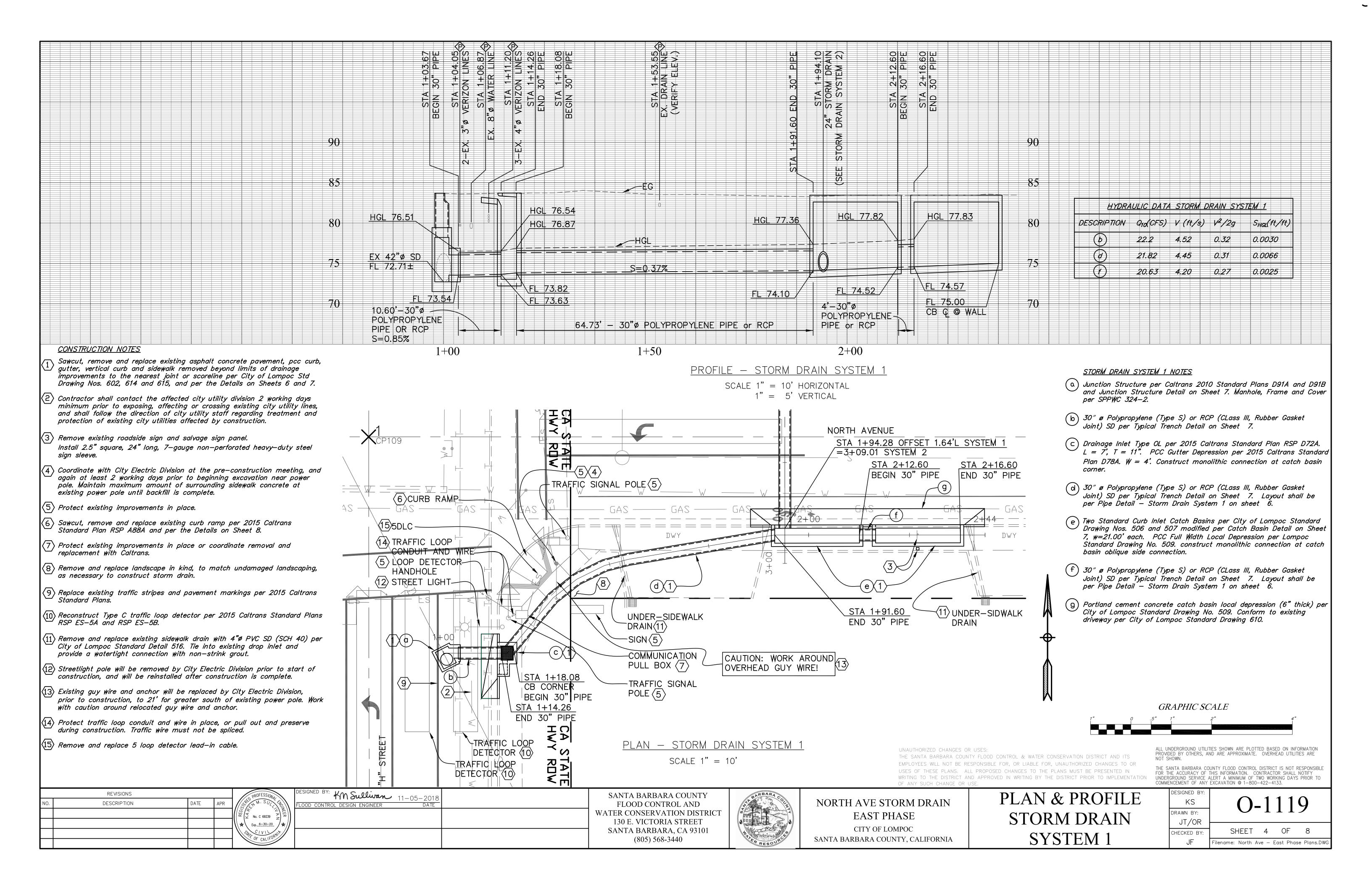
TITLE SHEET

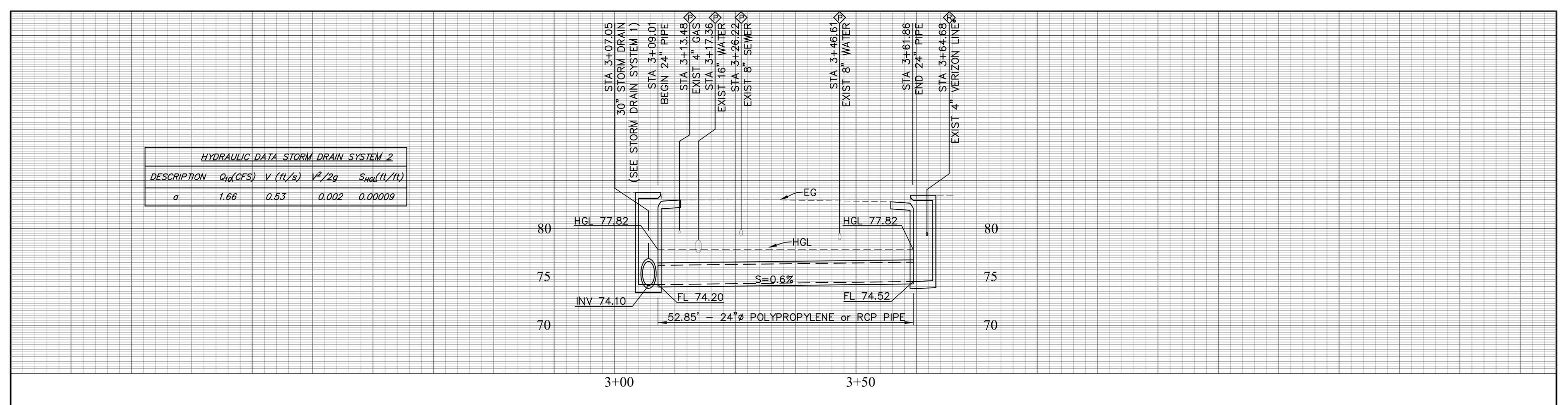
, III con	DESIGNED BY:	0_1110
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Filename: North Ave — East Phase Title.dwg

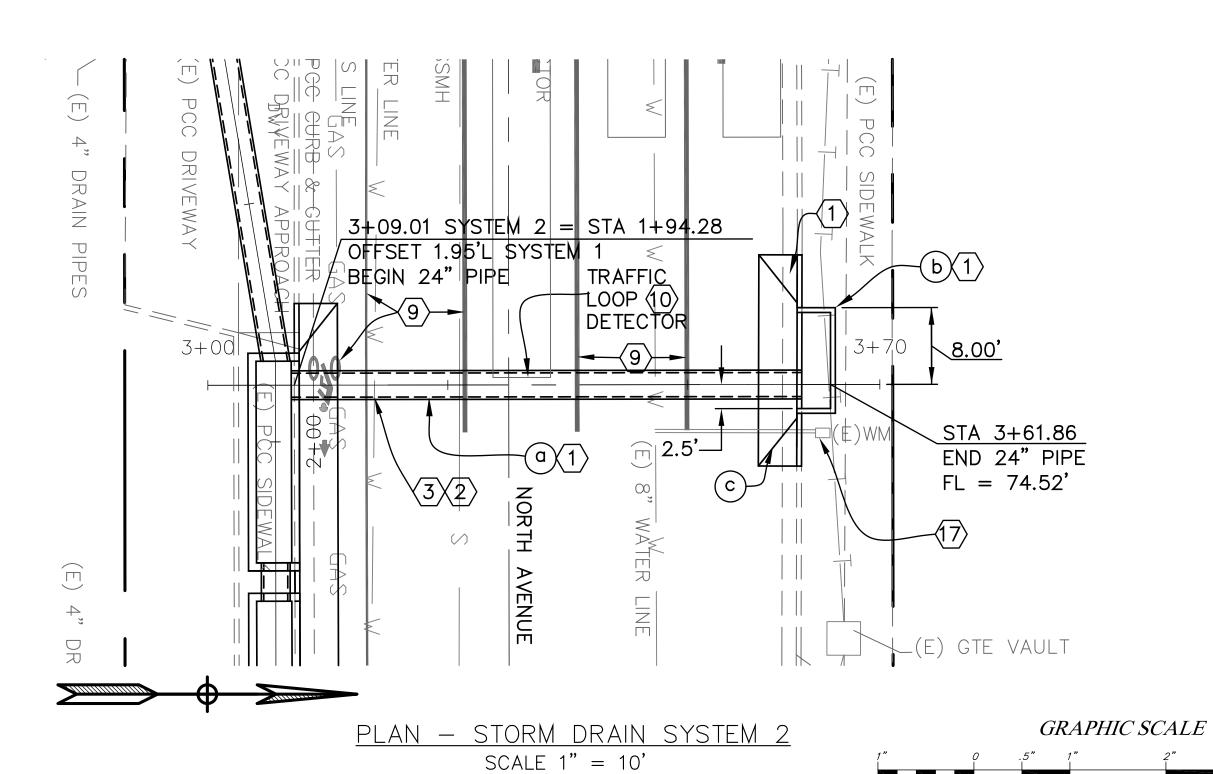








PROFILE - STORM DRAIN SYSTEM 2 SCALE 1" = 10' HORIZONTAL 1" = 5' VERTICAL



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

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

REVISIONS

DESCRIPTION

UNAUTHORIZED CHANGES OR USES:

OF ANY SUCH CHANGE OR USE.

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

DATE

No. C 69239 Exp. 6-30-20

KM Sullivan 11-05-2018 SANTA BARBARA COUNTY FLOOD CONTROL AND OD CONTROL DESIGN ENGINEER WATER CONSERVATION DISTRICT 130 E. VICTORIA STREET SANTA BARBARA, CA 93101 (805) 568-3440



### NORTH AVE STORM DRAIN EAST PHASE CITY OF LOMPOC

SANTA BARBARA COUNTY, CALIFORNIA

LAN & PROFILE
STORM DRAIN
SYSTEM 2

CONSTRUCTION NOTES

construction.

and RSP ES-5B.

and 24" ø SD.

STORM DRAIN SYSTEM 2 NOTES

Lompoc Standard Drawing No. 509.

Sawcut, remove and replace existing asphalt concrete pavement, pcc curb, gutter, vertical curb and sidewalk removed beyond limits of drainage improvements to the nearest joint or scoreline per City of Lompoc Std Drawing Nos. 602, 614 and 615, and per the details on Sheets 6 and 7.

 $\langle 2 \rangle$  Contractor shall contact the affected city utility division 2 working

treatment and protection of existing city utilities affected by

days minimum prior to exposing, affecting or crossing existing city utility lines, and shall follow the direction of city utility staff regarding

9 Replace existing traffic stripes and payement markings per Caltrans Standard

 $\langle \overline{10} \rangle$  Reconstruct traffic loop detector per Caltrans Standard Plans RSP ES-5A

 $\langle \overline{16} \rangle$  Maintain minimum 1' separation between existing 16" water main

© 24" ø Polypropylene (Type S) or RCP (CLass III, Rubber Gasket Joint) SD per Typical Trench Detail on Sheet 7. No joints within 10 feet of 16"

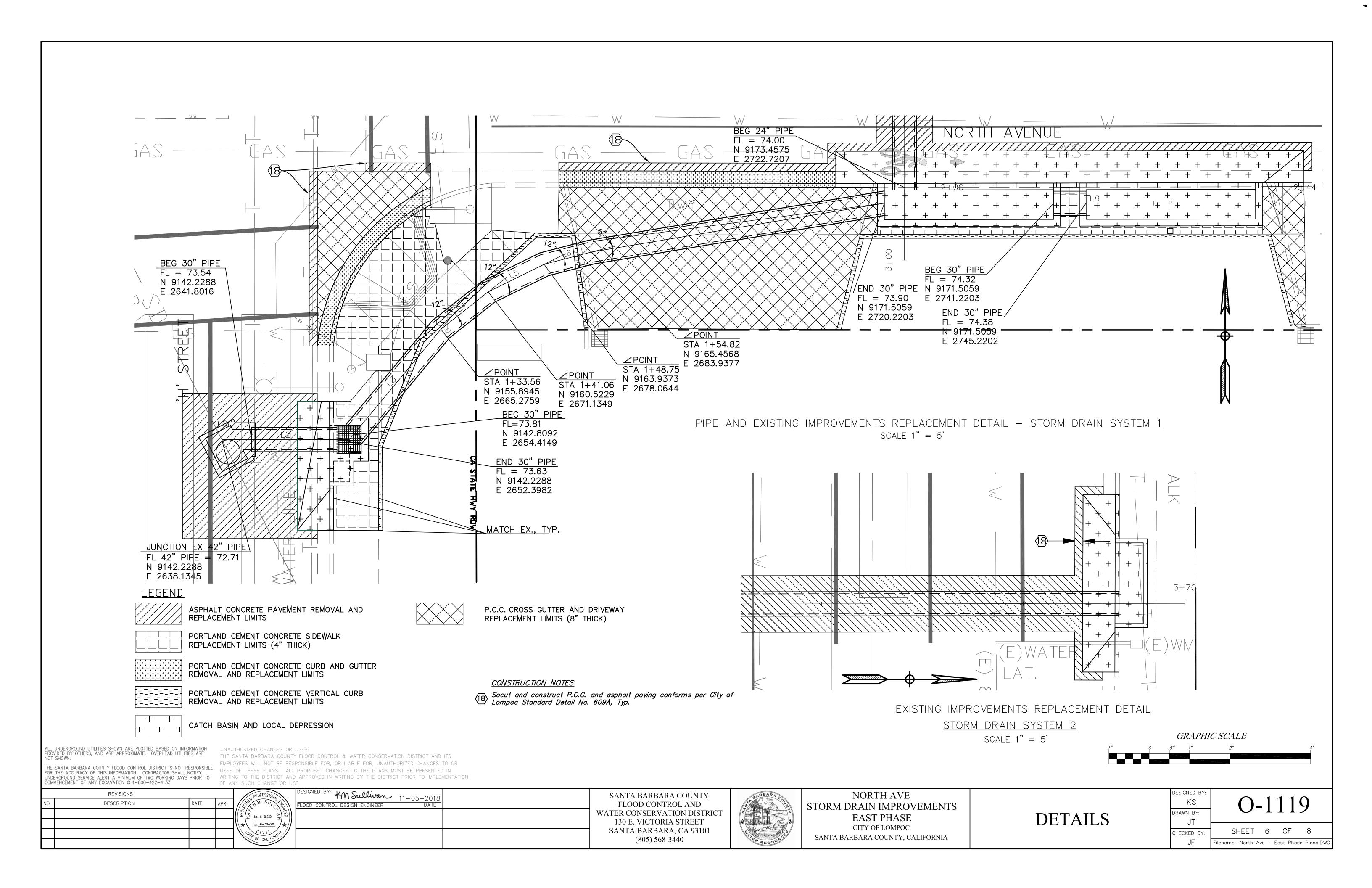
(b) Standard Curb Inlet Catch Basin per City of Lompoc Standard Drawing Nos. 506 and 507, w=10.00'. PCC Full Width Local Depression per

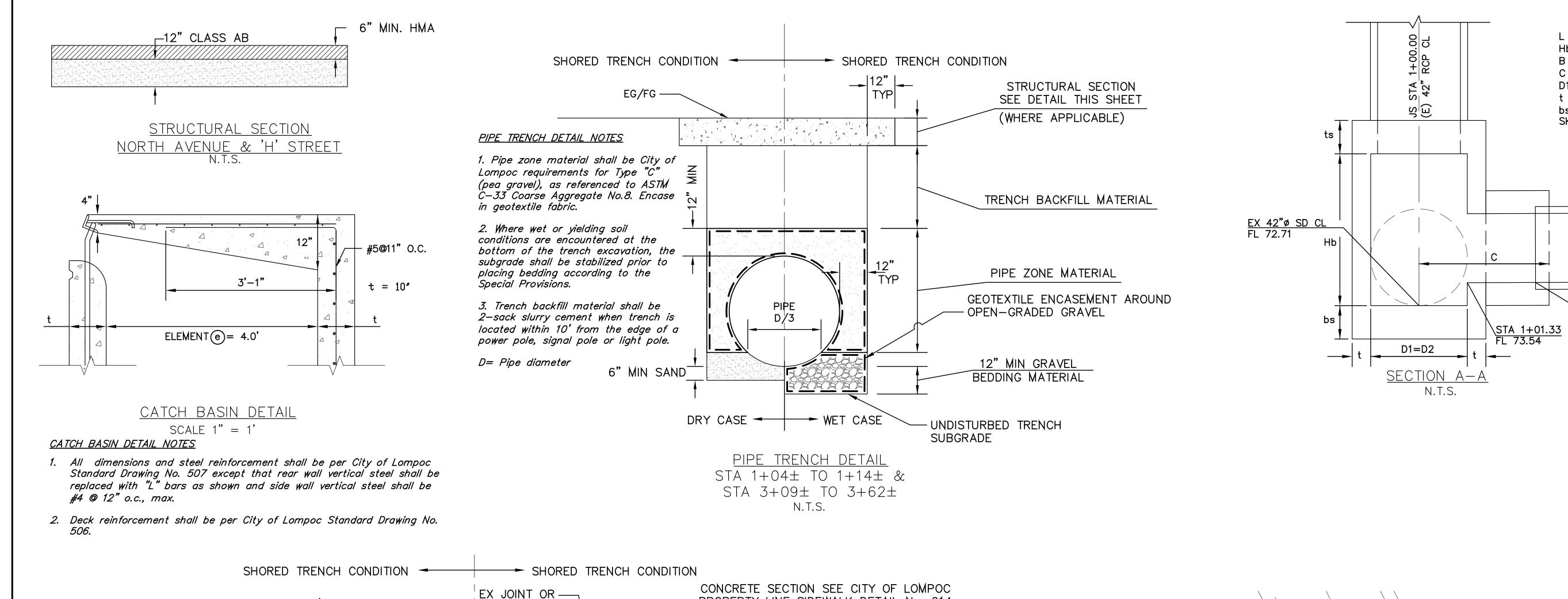
Portland cement concrete catch basin local depression (6" thick) per City of Lompoc Standard Drawing No. 509.

 $\langle \overline{17} \rangle$  Protect existing water service, meter, box and cover in place.

DESIGNED BY:				
KS		_1	11	<b>(</b> )
DRAWN BY:		_ T	1 1	
JT				
CHECKED BY:	SHEET	5	OF	8

Filename: North Ave — East Phase Plans.DW(





L = 5.62'Hb = 5.5'B = 30"

 $C = 4.17' \pm$ D1=D2 = 42"

bs=ts = 14.5"

BEG PIPE

FL 73.55

STA 1+03.67

N90'00'00"E

O-1119

SHEET 7 OF 8

-ilename: North Ave — East Phase Plans.DWC

DESIGNED BY

DRAWN BY:

**DETAILS** 

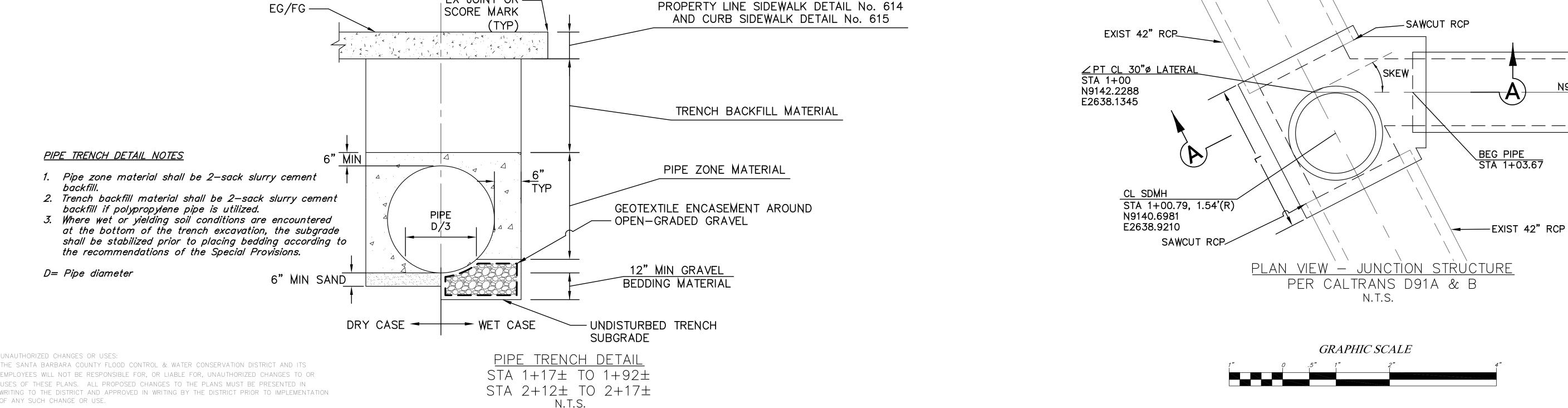
KS

JT

CHECKED BY:

 $SKEW = 27^{\circ}$ 

t = 8"



SANTA BARBARA COUNTY

FLOOD CONTROL AND

WATER CONSERVATION DISTRICT

130 E. VICTORIA STREET

SANTA BARBARA, CA 93101

(805) 568-3440

NORTH AVE

STORM DRAIN IMPROVEMENTS

EAST PHASE

CITY OF LOMPOC

SANTA BARBARA COUNTY, CALIFORNIA

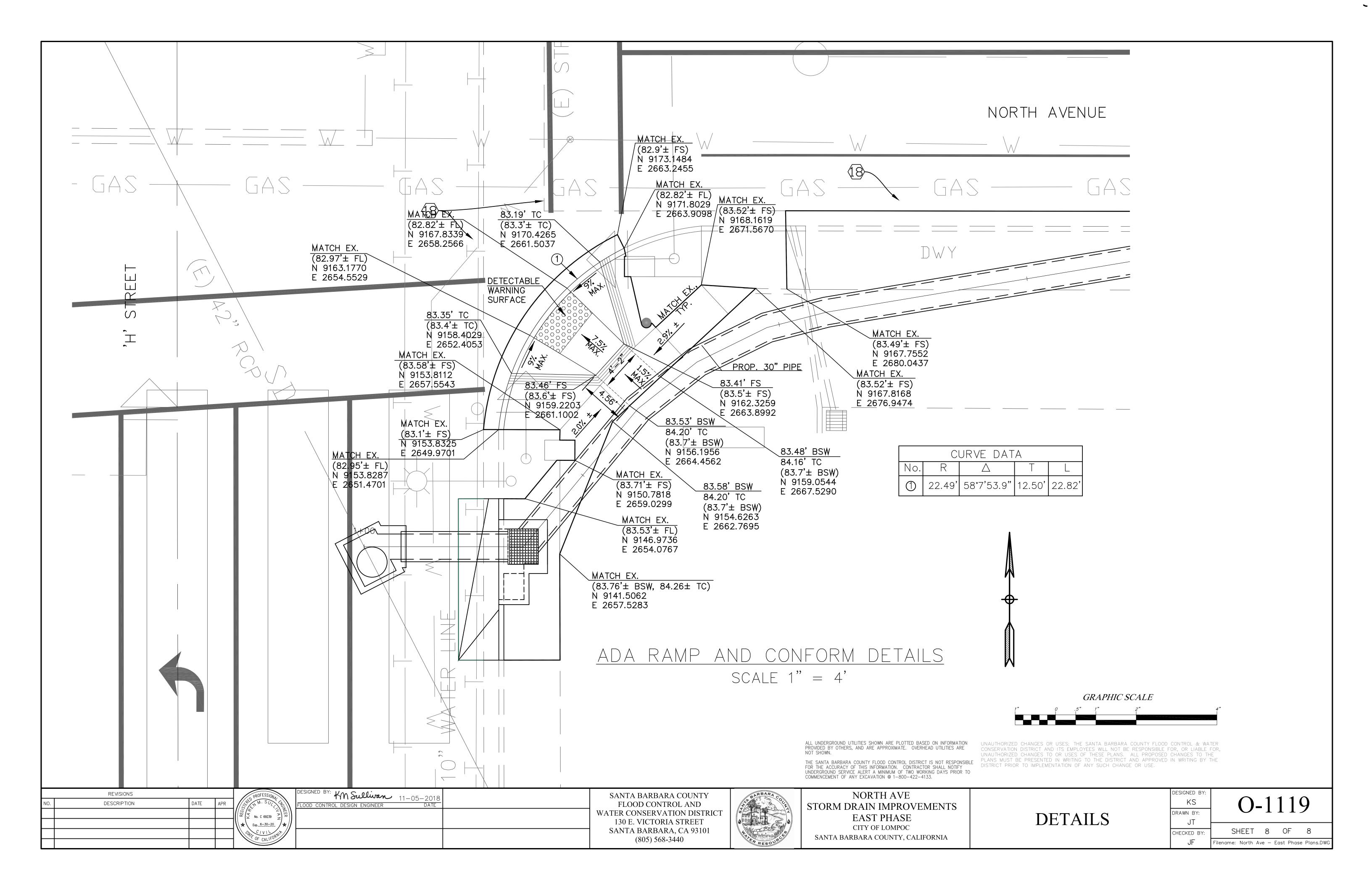
KM Sullivan 11-05-2018

LOOD CONTROL DESIGN ENGINEER

REVISIONS

DESCRIPTION

DATE



## SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT



## **BID BOOK**

### **FOR**

North Avenue Storm Drain Improvement Project - East Phase

## FIN PROJECT NO. LC8316 BID OPENING LOCATIONS:

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

BIDS OPEN: 2:00 P.M.

**December 11, 2018** 

**Electronic Advertising Contract** 

SCOTT D. McGOLPIN
DIRECTOR OF PUBLIC WORKS

#### **PROPOSAL**

## TO THE HONORABLE BOARD OF DIRECTORS OF THE SANTA BARBARA COUNTY FLOOD CONTROL DISTRICT, STATE OF CALIFORNIA FIN PROJECT NO. LC8316

NAME OF BIDDER	
CITY, STATE, ZIP	
	S
	(include even if P.O. Box used)
CITY, STATE, ZIP	
	AREA CODE ()
FAX NO:	AREA CODE ()
CONTRACTOR LICENSE NO.	LICENCE CLASSIFICATION
BUSINESS TYPE (Check one):	Corporation Partnership Sole Proprietorship
CONTACT PERSON NAME	CONTACT PERSON PHONE No
CONTACT PERSON E-MAIL _	
EMPLOYER'S TAX IDENTIFICA	ATION NUMBER
	F INDUSTRIAL RELATIONS PUBLIC WORKS CONTRACTOR REGISTRATION

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

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

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

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

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

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

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

#### Bidder agrees:

- 2.1. If a discrepancy between the unit prices and the item total exists, the unit price prevails except:
  - 2.1.1.If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.

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

	Bidder submits this bid with one	of the following forms of bidder s	ecurity equal to at least 10	percent of the bid
	Cash \$,	Cashier's Check,	Certified Check,	Bidder's Bond
	Bidder's signature is an affirmat certification ay result in one or r	ion of the included certifications. nore of the following:	Bidder is cautioned that m	aking a false
	5.1. Criminal prosecution			
	5.2. Rejection of Bid			
	5.3. Rescission of the award			
	5.4. Termination of the Contrac	xt		
<u>Υ</u> (	(Authorized Signature)		DATE SIGN	IED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

FIN Project No. LC8316 November 5, 2018 BID-3

### **BID ITEM LIST**

		II EIVI LIS				1	
ITEM	F/ P <sup>1</sup>	ITEM CODE	DESCRIPTION	UNITS	QUAN- TITY	UNIT COST	TOTAL
1		051260A	Construction Survey	LS	1		
2		120090	Construction Area Signs	LS	1		
3		120100	Traffic Control System	LS	1		
4		130100	Job Site Management	LS	1		
5		130200	Prepare Water Pollution Control Program	LS	1		
6		141001	Health and Safety Plan	LS	1		
7		150810A	Remove and Replace 4-Inch PVC Sidewalk Drain	EA	2		
8		152320A	Remove Existing Roadside Sign and Install Sign Anchor Sleeve	EA	1		
9		153130	Remove Concrete Vertical Curb	LF	136		
10		153140	Remove Concrete Sidewalk	SY	145		
11		153215	Remove Concrete (Curb and Gutter)	LF	155		
12		160103	Clearing and Grubbing	LS	1		
13		192001A	Additional Subgrade Overexcavation	CY	5		
14		260203	Class 2 Aggregate Base	CY	33		
15		390136	Minor Hot Mix Asphalt	Ton	30		
16		510502	Minor Concrete, Minor Structure, Junction Structure (D91A &B)	EA	1		
17		510502A	Minor Concrete, Drop Inlet Type OL (L=7') and Type OL Gutter Depression	EA	1		
18		510502B	Minor Concrete, Curb Opening Catch Basin (W=10') and Local Depression	EA	1		
19		510502C	Minor Concrete, Curb Inlet Catch Basin (W=21') and Local Depression	EA	2		
20		641113	24" Pipe (Polypropylene plastic pipe, or RCP Class III, Rubber Gasket Joints) (check option)RCP orHP	LF	53		
21		641119	30" Pipe (Polypropylene plastic pipe, or RCP Class III, Rubber Gasket Joints) (check option)RCP orHP	LF	90		
22		730010	Minor Concrete, Vertical Curb	LF	136		
23		731504	Minor Concrete, Curb and Gutter	LF	59		
24		731516	Minor Concrete, Driveway and P.C.C. Cross Gutter	SY	88		
25		731521	Minor Concrete, Sidewalk	SY	40		
26		840656	Paint Traffic Stripe (2 Coats)	LF	43		
27		840665	Paint Pavement Marking	SF	24		
28		860806	Inductive Loop Detector	EA	3		
29		999990	Mobilization	LS	1		
			CONTRA	ACTOR'S	BID ITEMS	SUBTOTAL	

### **BID ITEM LIST CONTINUED ON FOLLOWING PAGE**

### **BID ITEM LIST, CONTINUED:**

30	SUPPLEMENTAL WORK (Additional Water Pollution Control Work)	LS	1	\$ 4,000.00	\$ 4,000.00
31	SUPPLEMENTAL WORK (Additional Traffic Control)	LS	1	\$10,000.00	\$11,000.00
32	SUPPLEMENTAL WORK (Additional Subgrade Overexcavation)	LS	1	\$ 4,000.00	\$ 4,000.00
33	SUPPLEMENTAL WORK (Reconstruct Communication Pull Box)	LS	1	\$ 6,000.00	\$ 6,000.00
34	SUPPLEMENTAL WORK (SGMP Compliance)	LS	1	\$10,000.00	\$10,000.00
	SUPPLEMENTA	AL WORK	BID ITEN	IS SUBTOTAL	\$34,000.000
			тот	AL BID ITEMS	

FIN Project No. LC8316 November 5, 2018 BID-5

#### **EXPERIENCE STATEMENT**

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

PROJECT TITLE,

DESCRIPTION CUSTOMER/ CONTACT PERSON YEAR DOLLAR
(TYPE WORK) AGENCY PHONE NUMBER COMPLETED VALUE

### LIST OF PROPOSED MATERIAL MANUFACTURERS AND SUPPLIERS

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

MATERIAL	MANUFACTURER\SUPPLIER
Polypropylene Storm Drain Pipe	
Reinforced Concrete Pipe	

#### LIST OF SUBCONTRACTORS

FOR THE

North Avenue Storm Drain Improvement Project – East Phase F.I.N. PROJECT NO. LC8316

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

	Work to be Performed	Subcontr. License <u>Number</u>	Percent of Total <u>Bid</u>	Subcontractor's  Name and Address	Subcontractor's D.I.R. Registration Number and email
1.		_			_
2.					-
۷.					
3.		_			
					_
4.					
5.	_				-
					_
Ву	:(Bidder's signature)				_
No	te: Attach additional sheets	if required.			

G Bid Book (Proposal)\_North Ave East.docx

### **BIDDER'S BOND**

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

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

### North Avenue Storm Drain Improvement Project – East Phase FIN PROJECT NO. LC8316

for which bids are to be opened on **BID DATE**, has been submitted by Principal to Owner.

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

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

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

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

### **BIDDER'S BOND**

Death, Bankruptcy, Receivership, Going Out of Business for relieve the Surety of its obligations hereunder.	any reason, or incompetency of the Principal shall not
	Name of Principal
Date	Signature of Principal
	(Seal)
	Name of Surety
	Address
	City, State & Zip
	(Seal)
Date	Signature of Surety's Attorney-in-fact
Surety's Agent for Service of Process (located within the Star	te of California)
	Name of Agent
	Address
	City, State & Zip
	Telephone Number
	FAX Number

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

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

### REQUIRED NOTARIAL ACKNOWLEDGEMENT FORMAT

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

FIN Project No. LC8316 November 5, 2018 BID-11

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

### OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

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

You may opt out of the payment adjustments for price index fluctuations specified in section 9-1.07 of the specifications. To opt out, complete this form and submit it with your bid.					
Bidder's Name:	CONTRACT NO				
☐ I opt out of the payment adjustments for price index fluctuations.					
Date:	Signature:				

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

FIN Project No. LC8316 BID**-12** November 5, 2018

### **UNDOCUMENTED ALIENS EMPLOYMENT**

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

NONCOLLUSION
NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
Under PCC 7106 and 23 USC 112, the bidder declares as follows:
State of California County of
, being first duly sworn, deposes and says that he or she is

### CHILD SUPPORT COMPLIANCE ACT

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

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

VIOLATION OF	LAW OR A SAFET	TY REGULATION
Under Pub Cont Code §	10162, the Bidder n	nust complete, under penalty of perjury, the following questionnaire:
	ved, or otherwise pre	any employee of the Bidder who has a proprietary interest in the Bidder, ever evented from bidding on, or completing a federal, state, or local government ety regulation?
☐ Yes	☐ No	If the answer is yes, explain the circumstances in the following space.

### **NATIONAL LABOR RELATIONS BOARD**

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

ANTITRUST LAW	
Under Pub Con Code § 10285.1, the Bidder declares under penalty of perjury under the laws of the State of California that the Bidder has has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Pub Cont Code § 1101, with any public entity, as defined in Pub Cont Code § 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" includes any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.	
f the Bidder has been convicted of an offense within the past 3 years, provide the conviction details including the date and ultimate resolution of each conviction in the space below.	

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

### **END CERTIFICATIONS**

## SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT



## **BID BOOK**

### **FOR**

North Avenue Storm Drain Improvement Project - East Phase

## FIN PROJECT NO. LC8316 BID OPENING LOCATIONS:

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

BIDS OPEN: 2:00 P.M.

**December 11, 2018** 

**Electronic Advertising Contract** 

SCOTT D. McGOLPIN
DIRECTOR OF PUBLIC WORKS

#### **PROPOSAL**

## TO THE HONORABLE BOARD OF DIRECTORS OF THE SANTA BARBARA COUNTY FLOOD CONTROL DISTRICT, STATE OF CALIFORNIA FIN PROJECT NO. LC8316

NAME OF BIDDER	
CITY, STATE, ZIP	
	S
	(include even if P.O. Box used)
CITY, STATE, ZIP	
	AREA CODE ()
FAX NO:	AREA CODE ()
CONTRACTOR LICENSE NO.	LICENCE CLASSIFICATION
BUSINESS TYPE (Check one):	Corporation Partnership Sole Proprietorship
CONTACT PERSON NAME	CONTACT PERSON PHONE No
CONTACT PERSON E-MAIL _	
EMPLOYER'S TAX IDENTIFICA	ATION NUMBER
	F INDUSTRIAL RELATIONS PUBLIC WORKS CONTRACTOR REGISTRATION

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

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

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

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

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

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

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

#### Bidder agrees:

- 2.1. If a discrepancy between the unit prices and the item total exists, the unit price prevails except:
  - 2.1.1.If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.

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

	Bidder submits this bid with one of the following forms of bidder security equal to at least 10 percent of the bid:							
	Cash \$,	Cashier's Check,	Certified Check,	Bidder's Bond				
	Bidder's signature is an affirmat certification ay result in one or r	ion of the included certifications. nore of the following:	Bidder is cautioned that m	aking a false				
	5.1. Criminal prosecution							
	5.2. Rejection of Bid							
	5.3. Rescission of the award							
	5.4. Termination of the Contrac	xt						
<u>Υ</u> (	(Authorized Signature)		DATE SIGN	IED (Do not type)				

PRINTED NAME AND TITLE OF PERSON SIGNING

FIN Project No. LC8316 November 5, 2018 BID-3

### **BID ITEM LIST**

		II EIVI LIS				1	
ITEM	F/ P <sup>1</sup>	ITEM CODE	DESCRIPTION	UNITS	QUAN- TITY	UNIT COST	TOTAL
1		051260A	Construction Survey	LS	1		
2		120090	Construction Area Signs	LS	1		
3		120100	Traffic Control System	LS	1		
4		130100	Job Site Management	LS	1		
5		130200	Prepare Water Pollution Control Program	LS	1		
6		141001	Health and Safety Plan	LS	1		
7		150810A	Remove and Replace 4-Inch PVC Sidewalk Drain	EA	2		
8		152320A	Remove Existing Roadside Sign and Install Sign Anchor Sleeve	EA	1		
9		153130	Remove Concrete Vertical Curb	LF	136		
10		153140	Remove Concrete Sidewalk	SY	145		
11		153215	Remove Concrete (Curb and Gutter)	LF	155		
12		160103	Clearing and Grubbing	LS	1		
13		192001A	Additional Subgrade Overexcavation	CY	5		
14		260203	Class 2 Aggregate Base	CY	33		
15		390136	Minor Hot Mix Asphalt	Ton	30		
16		510502	Minor Concrete, Minor Structure, Junction Structure (D91A &B)	EA	1		
17		510502A	Minor Concrete, Drop Inlet Type OL (L=7') and Type OL Gutter Depression	EA	1		
18		510502B	Minor Concrete, Curb Opening Catch Basin (W=10') and Local Depression	EA	1		
19		510502C	Minor Concrete, Curb Inlet Catch Basin (W=21') and Local Depression	EA	2		
20		641113	24" Pipe (Polypropylene plastic pipe, or RCP Class III, Rubber Gasket Joints) (check option)RCP orHP	LF	53		
21		641119	30" Pipe (Polypropylene plastic pipe, or RCP Class III, Rubber Gasket Joints) (check option)RCP orHP	LF	90		
22		730010	Minor Concrete, Vertical Curb	LF	136		
23		731504	Minor Concrete, Curb and Gutter	LF	59		
24		731516	Minor Concrete, Driveway and P.C.C. Cross Gutter	SY	88		
25		731521	Minor Concrete, Sidewalk	SY	40		
26		840656	Paint Traffic Stripe (2 Coats)	LF	43		
27		840665	Paint Pavement Marking	SF	24		
28		860806	Inductive Loop Detector	EA	3		
29		999990	Mobilization	LS	1		
			CONTRA	ACTOR'S	BID ITEMS	SUBTOTAL	

### **BID ITEM LIST CONTINUED ON FOLLOWING PAGE**

### **BID ITEM LIST, CONTINUED:**

30	SUPPLEMENTAL WORK (Additional Water Pollution Control Work)	LS	1	\$ 4,000.00	\$ 4,000.00
31	SUPPLEMENTAL WORK (Additional Traffic Control)	LS	1	\$10,000.00	\$11,000.00
32	SUPPLEMENTAL WORK (Additional Subgrade Overexcavation)	LS	1	\$ 4,000.00	\$ 4,000.00
33	SUPPLEMENTAL WORK (Reconstruct Communication Pull Box)	LS	1	\$ 6,000.00	\$ 6,000.00
34	SUPPLEMENTAL WORK (SGMP Compliance)	LS	1	\$10,000.00	\$10,000.00
	SUPPLEMENTA	AL WORK	BID ITEN	IS SUBTOTAL	\$34,000.000
			тот	AL BID ITEMS	

FIN Project No. LC8316 November 5, 2018 BID-5

#### **EXPERIENCE STATEMENT**

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

PROJECT TITLE,

DESCRIPTION CUSTOMER/ CONTACT PERSON YEAR DOLLAR
(TYPE WORK) AGENCY PHONE NUMBER COMPLETED VALUE

### LIST OF PROPOSED MATERIAL MANUFACTURERS AND SUPPLIERS

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

MATERIAL	MANUFACTURER\SUPPLIER
Polypropylene Storm Drain Pipe	
Reinforced Concrete Pipe	

#### LIST OF SUBCONTRACTORS

FOR THE

North Avenue Storm Drain Improvement Project – East Phase F.I.N. PROJECT NO. LC8316

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

	Work to be Performed	Subcontr. License <u>Number</u>	Percent of Total <u>Bid</u>	Subcontractor's  Name and Address	Subcontractor's D.I.R. Registration Number and email
1.		_			_
2.					-
۷.					
3.		_			
					_
4.	_	_			- <u> </u>
5.	_				-
					_
Ву	:(Bidder's signature)				_
No	te: Attach additional sheets	if required.			

G Bid Book (Proposal)\_North Ave East.docx

### **BIDDER'S BOND**

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

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

### North Avenue Storm Drain Improvement Project – East Phase FIN PROJECT NO. LC8316

for which bids are to be opened on **BID DATE**, has been submitted by Principal to Owner.

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

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

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

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

### **BIDDER'S BOND**

Death, Bankruptcy, Receivership, Going Out of Business for relieve the Surety of its obligations hereunder.	any reason, or incompetency of the Principal shall not
	Name of Principal
Date	Signature of Principal
	(Seal)
	Name of Surety
	Address
	City, State & Zip
	(Seal)
Date	Signature of Surety's Attorney-in-fact
Surety's Agent for Service of Process (located within the Stat	te of California)
	Name of Agent
	Address
	City, State & Zip
	Telephone Number
	FAX Number

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

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

### REQUIRED NOTARIAL ACKNOWLEDGEMENT FORMAT

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

FIN Project No. LC8316 November 5, 2018 BID-11

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

### OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

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

You may opt out of the payment adjustments 9-1.07 of the specifications. To opt out, comp	s for price index fluctuations specified in section plete this form and submit it with your bid.	
Bidder's Name:	CONTRACT NO	
☐ I opt out of the payment adjustments for price index fluctuations.		
Date:	Signature:	

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

FIN Project No. LC8316 BID**-12** November 5, 2018

### **UNDOCUMENTED ALIENS EMPLOYMENT**

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

NONCOLLUSION
NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
Under PCC 7106 and 23 USC 112, the bidder declares as follows:
State of California County of
, being first duly sworn, deposes and says that he or she is

### CHILD SUPPORT COMPLIANCE ACT

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

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

VIOLATION OF	LAW OR A SAFET	Y REGULATION
Under Pub Cont Code §	§ 10162, the Bidder n	nust complete, under penalty of perjury, the following questionnaire:
	ved, or otherwise pre	any employee of the Bidder who has a proprietary interest in the Bidder, ever evented from bidding on, or completing a federal, state, or local government ety regulation?
☐ Yes	☐ No	If the answer is yes, explain the circumstances in the following space.

### **NATIONAL LABOR RELATIONS BOARD**

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

ANTITRUST LAW	
Under Pub Con Code § 10285.1, the Bidder declares under penalty of perjury under the laws of the State of California that the Bidder has has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Pub Cont Code § 1101, with any public entity, as defined in Pub Cont Code § 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" includes any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.	
f the Bidder has been convicted of an offense within the past 3 years, provide the conviction details including the date and ultimate resolution of each conviction in the space below.	

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

### **END CERTIFICATIONS**



# SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

# CONTRACT FOR North Avenue Storm Drain Improvement Project – East Phase

FIN PROJECT NO. LC8316

SCOTT D. McGOLPIN
DIRECTOR OF PUBLIC WORKS



# SANTA BARBARA COUNTY FLOOD CONTROL DISTRICT AGREEMENT FOR:

# County Project No. LC8316

Auditor - Controller Contract No	•
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THIS AGREEMENT is made by and between the Santa Barbara County Flood Control and Water Conservation District, a political subdivision of the State of California, hereinafter called **DISTRICT**, and \_\_\_\_\_hereinafter referred to as **CONTRACTOR**, for the completion of the work identified herein, on the following terms, conditions and provisions:

## 1. CONTRACT

This agreement includes and incorporates by reference all Contract Documents.

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

- 1. Special Provisions
- 2. Project Plans
- 3. State of California, Department of Transportation 2010 Standard Specifications
- 4. State of California, Department of Transportation 2015 Standard Plans
- 5. State of California, Department of Transportation 2010 Revised Standard Specification
- 6. County of Santa Barbara, Department of Public Works, Standard Details dated September 2011
- 7. Santa Barbara County Code
- 8. Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished
- 9. The Proposal executed and submitted by the Contractor
- 10. Notice to Bidders
- 11. The Faithful Performance and Payment Bonds, and
- 12. Any Addenda

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

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

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

# SANTA BARBARA FLOOD CONTROL AND WATER CONSERVATION DISTRICT; NOTICE TO BIDDERS AND SPECIAL PROVISIONS FOR

North Avenue Storm Drain Improvement Project - East Phase

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

# SANTA BARBARA FLOOD CONTROL AND WATER CONSERVATION DISTRICT North Avenue Storm Drain Improvement Project – East Phase

# 2. WORK

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

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

## 3. PAYMENTS NOT ACCEPTANCE

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

- **4. EXECUTION OF COUNTERPARTS** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument."
- **5. RECORDS, AUDIT, AND REVIEW** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR'S profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. District shall have the right to audit and review all such documents and records at any time during CONTRACTOR'S regular business hours or upon reasonable notice.
- **6. PAYMENT** As full compensation for furnishing all labor, supervision, overhead, materials and equipment and for doing all the work completed and embraced in this Agreement and subject to adjustments and liquidated damages, if any, as provided in the Contract Documents, the base amount to be paid to the CONTRACTOR for satisfactory completion of all requirements of the CONTRACTOR under this Agreement is and shall be \$\frac{\text{Bid Amount}}{\text{Bid Amount}}\$, to be paid as provided in the Contract Documents.

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

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

- 7. COMPLIANCE WITH LAW, AMENDMENTS CONTRACTOR shall keep fully informed of all laws, ordinances and regulations which do or may affect the conduct of the work, the materials used therein or persons engaged or employed thereon and all such orders of bodies and tribunals having any jurisdiction over same. If it be found that the Special Provisions or Standard Specifications for the work conflict with any such law, ordinance or regulation, the CONTRACTOR shall immediately report same to the Engineer in writing. CONTRACTOR shall at all times observe and comply with and shall cause all agents and employees to observe and comply with all such laws, ordinances, regulations or decrees as the same now exists or may be hereafter amended and all superseding provisions thereof. CONTRACTOR acknowledges, particularly, the provisions of Sections 9100 through 9510, inclusive, of the Civil Code of California. CONTRACTOR shall protect and indemnify the Santa Barbara County Flood Control District, the Board of Directors, the Flood Control Engineer, and/or any officer, agent or employee of the DISTRICT against any claims or liability arising from or based on the violation of any such law, ordinance, regulation or decree whether by CONTRACTOR, or a subcontractor, agent or employee.
- **8.** <u>DISPUTES</u> Should any dispute arise which the parties are unable to resolve by negotiation respecting the interpretation, construction or meaning of any of the plans or specifications or provisions affecting the work or respecting the true value of any extra work or work omitted, the dispute shall be submitted to arbitration. Such arbitration shall be carried out in accordance with provisions of the Public Contract Code, any applicable provision of County ordinance, regulation or standard and in accordance with standards of the American Arbitration

Association. Any resulting arbitration ruling or result shall be binding on the parties, unless there is a mutual written agreement to litigate the matter.

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

- **9. ASSIGNMENTS** You must not assign any rights nor transfer any of your obligations under this contract without the District's prior written consent, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.
- **10. REGISTRATION.** DISTRICT hereby notifies CONTRACTOR that no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code § 1771.1(a)]; no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5; and this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

SANTA BARBARA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT	CONTRACTOR
By: Das Williams, Chair Board of Directors  Date:	By:
	License No
ATTEST: MONA MIYASATO COUNTY EXECUTIVE OFFICER EX OFFICIO CLERK OF BOARD OF DIRECTORS OF THE SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT	
By: Deputy Clerk	
APPROVED AS TO FORM MICHAEL C. GHIZZONI COUNTY COUNSEL	APPROVED AS TO ACCOUNTING FORM: THEODORE A. FALLATI, CPA AUDITOR-CONTROLLER
By: Deputy County Counsel	By:

APPROVED AS TO FORM:	APPROVED AS TO FORM:				
RAY AROMATORIO, ARM, AIC	SCOTT D. MCGOLPIN				
RISK MANAGER	PUBLIC WORKS DIRECTOR				
By:	By:				
Risk Manager	Public Works Director				

# **CERTIFICATE OF COMPLIANCE**

This is to certify that all requirements for insurance of s met.	ubcontractors as specified for this project have been
	Firm
	Ву
	Title
	Date
CALIFORNIA LABOR CODE SECTION 1860 AND 18	61 CERTIFICATION
am aware of the provisions of Section 3700 of the Lab against liability for worker's compensation or to underta hat code, and I will comply with such provisions before contract.	ke self-insurance in accordance with the provisions of
	Firm
	Ву
	Title
	Date

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

# **PAYMENT BOND**

## KNOW ALL MEN BY THESE PRESENTS:

That the Santa Barbara County Flood Control District and Water Conservation District of the State of California (hereinafter referred to as the District) and(hereinafter referred to a Principal) have by written agreement entered into a Contract identified as:	S
Project Title: North Avenue Storm Drain Improvement Project – East Phase FIN Project No. LC8316 (Hereinafter referred to as the Contract) and	
That, pursuant to law and to said Contract, and before entering upon the performance of said Contract, principal is required to file with the District a good and sufficient bond to secure the payment of labor and materials claims.	the
NOW, THEREFORE, said Principal and	
as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the District in the among 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 the currently listed as an insurer authorized and admitted by the California Insurance Commissioner to issue surety insurance in the State of California, in the list published by the California Department of Insurance	at it is

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

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

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

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

Death, illness, disability or disqualification of the Principa	I shall not relieve Surety of its obligations
hereunder.	
Principal	Surety
Ппора	Guiety
By	Signature of Attorney-in-fact
Бу	Signature of Attorney-III-lact
DATED.	
DATED:	
	A days on
	Address
Surety's Agent for Service of Process (located within the	
Surety's Agent for Service of Process (located within the	
Surety's Agent for Service of Process (located within the	
Surety's Agent for Service of Process (located within the	
Surety's Agent for Service of Process (located within the	State of California):
Surety's Agent for Service of Process (located within the	State of California):
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Surety's Agent for Service of Process (located within the	State of California):  Name of Agent  Address
Surety's Agent for Service of Process (located within the	State of California):  Name of Agent
Surety's Agent for Service of Process (located within the	State of California):  Name of Agent  Address
Surety's Agent for Service of Process (located within the	State of California):  Name of Agent  Address
Surety's Agent for Service of Process (located within the	State of California):  Name of Agent  Address  City, State & Zip

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

# PERFORMANCE BOND

## KNOW ALL MEN BY THESE PRESENTS:

	That the Santa Barbara County Flood Control and Water Conservation District of the State of California
(he	ereinafter referred to as the District) and(hereinafter referred to as Principal) have by
wri	itten agreement entered into a Contract identified as:
	Project Title: North Avenue Storm Drain Improvement Project – East Phase
	FIN_Project No. LC8316
	(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
fait	thful performance of Contract.
	NOW, THEREFORE, said Principal and
	as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the District in the amount
of	for the payment of which Principal and Surety bind themselves, their heirs,
exe	ecutors, administrators, successors and assigns both jointly and severally. Surety shall be and hereby
wa	irrants that it is currently listed as an insurer authorized and admitted by the California Insurance
Со	ommissioner to issue surety insurance in the State of California, in the list published by the California
	partment of Insurance.

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

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

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

Death, illness, disability or disqualification of the Principal	I shall not relieve Surety of its obligations
hereunder.	
Principal	Surety
	,
Ву	Signature of Attorney-in-fact
,	
DATED:	
	Address
	0
Surety's Agent for Service of Process (located within the	State of California):
	Newsoff
	Name of Agent
	Allera
	Address
	0.00
	City, State & Zip
	FAX Number

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

## STATEMENT OF

# **UNLAWFUL DISCRIMINATION IN EMPLOYMENT PRACTICES**

# (SANTA BARBARA COUNTY CODE, SECTION 2-95)

The party contracting with the Santa Barbara County Flood Control and Water Conservation District agrees that it will not discriminate against any employee or applicant for employment in violation of any applicable State or Federal laws, rules or regulations which may now or hereafter specifically prohibit such discrimination on such grounds as race, religion, sex, color, national origin, physical or mental disability, Vietnam era veteran/disabled, age, medical condition, marital status, ancestry, sexual orientation, or other legally protected status. If it is determined by the Board of Directors upon recommendation of the Affirmative Action Officer and the County Counsel that during the life of this agreement any such unlawful discriminations have occurred, the Board of Directors may forthwith terminate this agreement. Said party contracting with the District further agrees that whether or not the term of this agreement is still in existence at the time of final determination of such unlawful discrimination, that it will forthwith reimburse the District for any and all damages, costs and expenses incurred in connection with such unlawful discrimination, including but not limited to damages from loss of Federal or State grants, subventions or loans; costs of processing. investigating and reporting complaints of unlawful discrimination; additional costs of expenses incurred in completion of this agreement by another party if this agreement is terminated before completion; all costs of suit including reasonable attorney's fees incurred in collecting any such damages, costs and expenses; and interest on all such damages, costs and expenses from the date they are incurred to date of payment.

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

Said party contracting with the District further agrees to permit access at all reasonable times and places to all of its records of employment advertising, application forms, tests and all other pertinent employment data and records, to the Santa Barbara County Flood Control and Water Conservation District, its officers, employees and agents for the purpose of investigation to ascertain if any unlawful discrimination as described herein has occurred or is being practiced.

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

# SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT



# NOTICE TO BIDDERS AND SPECIAL PROVISIONS

# **FOR**

North Avenue Storm Drain Improvement Project - East Phase

**FIN PROJECT NO. LC8316** 

**BID OPENING LOCATIONS:** 

Attention: Front Counter

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

BIDS OPEN: 2:00 P.M.

**December 11, 2018** 

**Electronic Advertising Contract** 

SCOTT D. McGOLPIN
DIRECTOR OF PUBLIC WORKS

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

Sealed bids will be received until 2:00 PM, December 11, 2018, for the North Avenue Storm Drain Improvement Project – East Phase at the front counter of the;

or

Santa Barbara County Flood Control and Water Conservation District office Naomi Schwartz Building 130 E. Victoria Street, Suite 200 Santa Barbara, CA 93101 Tel. (805) 568-3440 North County Public Works office 620 West Foster Road Santa Maria, CA 93455 Tel. (805) 739-8750

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

GENERAL WORK DESCRIPTION: The Project generally consists of providing water pollution control; traffic control; installation of approximately 145 linear feet of 24" to 30" diameter storm drain; construction of cast-in-place reinforced concrete catch basins and junction structures, manholes and inlet filters; water, gas, water, telecommunication, traffic signal, street light and sewer facilities protection, replacement or relocation; miscellaneous concrete curb and gutter, sidewalk, vertical curb, access ramps and landings; pavement stripes and markings, inductive loop detector replacement, and asphaltic concrete pavement restoration. All Contractors and Subcontractors shall obtain a City of Lompoc Business Tax Receipt (Business License) prior to working on this project. A copy of the Tax Receipt application is included in the Information Handout and on the City's website at <a href="http://www.cityoflompoc.com/clerk/btr.htm">http://www.cityoflompoc.com/clerk/btr.htm</a>.

PROJECT LOCATION DESCRIPTION: The WORK occurs in the City of Lompoc within public road right of way and within Caltrans Hwy 1 right of way.

Complete the work within thirty (30) working days.

Dodge Green Sheet Value Code D.

A non-mandatory pre-bid job walk is scheduled for 10:00AM December 4, 2018. Bidders interested in attending are to meet at the project site located at the corner of North Avenue and H Street (Hwy 1).

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

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

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

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

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

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

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

Pursuant to the provisions of Section 1770 et seq. of the California Labor Code, the Prime Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the Department of Industrial

1

Pursuant to the provisions of Section 1770 et seq. of the California Labor Code, the Prime Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the Department of Industrial (Relations. A copy of the prevailing rate of per diem wages is on file at the office of the Santa Barbara County Flood Control and Water Conservation District. In addition, the Prime Contractor shall be responsible for compliance with the requirements of Section 1777.5 of the California Labor Code relating to use of apprentice labor on public works contracts. The OWNER policy is to encourage the employment and training of apprentices on its construction contracts as may be permitted under local apprenticeship standards.

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

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

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

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

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be submitted as a bidder inquiry prior to 2:00 p.m. on the Friday of the week preceding bid opening. Submittals after this date will not be addressed. Questions pertaining to this Project prior to Award of the Contract shall be directed to:

ksulliv@cosbpw.net or (805) 568-3458

Include "Project No. LC8316" in the subject field.

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

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

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

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

Date: 11 -5-15

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

Thomas D. Fayram

Deputy Director, Public Works Water Resources Division

# **SPECIAL PROVISIONS**

**FOR** 

# North Avenue Storm Drain Improvement Project – East Phase

# FIN PROJECT NO. LC8316

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

REGISTERED CIVIL ENGINEER

TI-5-18

DATE

Sullivan

# **COPY OF BID ITEM LIST**

ITEM	F/ P <sup>1</sup>	ITEM CODE	DESCRIPTION	UNITS	QUAN- TITY	UNIT COST	TOTAL
1		051260A	Construction Survey	LS	1		
2		120090	Construction Area Signs	LS	1		
3		120100	Traffic Control System	LS	1		
4		130100	Job Site Management	LS	1		
5		130200	Prepare Water Pollution Control Program	LS	1		
6		141001	Health and Safety Plan	LS	1		
7		150810A	Remove and Replace 4-Inch PVC Sidewalk Drain	EA	2		
8		152320A	Remove Existing Roadside Sign and Install Sign Anchor Sleeve	EA	1		
9		153130	Remove Concrete Vertical Curb	LF	136		
10		153140	Remove Concrete Sidewalk	SY	145		
11		153215	Remove Concrete (Curb and Gutter)	LF	155		
12		160103	Clearing and Grubbing	LS	1		
13		192001A	Additional Subgrade Overexcavation	CY	5		
14		260203	Class 2 Aggregate Base	CY	33		
15		390136	Minor Hot Mix Asphalt	Ton	30		
16		510502	Minor Concrete, Minor Structure, Junction Structure (D91A &B)	EA	1		
17		510502A	Minor Concrete, Drop Inlet Type OL (L=7') and Type OL Gutter Depression	EA	1		
18		510502B	Minor Concrete, Curb Opening Catch Basin (W=10') and Local Depression	EA	1		
19		510502C	Minor Concrete, Curb Inlet Catch Basin (W=21') and Local Depression	EA	2		
20		641113	24" Pipe (Polypropylene plastic pipe, or RCP Class III, Rubber Gasket Joints) (check option)RCP orHP	LF	53		
21		641119	30" Pipe (Polypropylene plastic pipe, or RCP Class III, Rubber Gasket Joints) (check option)RCP orHP	LF	90		
22		730010	Minor Concrete, Vertical Curb	LF	136		
23		731504	Minor Concrete, Curb and Gutter	LF	59		
24		731516	Minor Concrete, Driveway and P.C.C. Cross Gutter	SY	88		
25		731521	Minor Concrete, Sidewalk	SY	40		
26		840656	Paint Traffic Stripe (2 Coats)	LF	43		
27		840665	Paint Pavement Marking	SF	24		
28		860806	Inductive Loop Detector	EA	3		
29		999990	Mobilization	LS	1		
	•		CONTRA	ACTOR'S	BID ITEMS	SUBTOTAL	

BID ITEM LIST CONTINUED ON FOLLOWING PAGE

# COPY OF BID ITEM LIST, CONTINUED:

TOTAL BID ITEMS					
SUPPLEMENTAL WORK BID ITEMS SUBTOTAL					
34	SUPPLEMENTAL WORK (SGMP Compliance)	LS	1	\$10,000.00	\$10,000.00
33	SUPPLEMENTAL WORK (Reconstruct Communication Pull Box)	LS	1	\$ 6,000.00	\$ 6,000.00
32	SUPPLEMENTAL WORK (Additional Subgrade Overexcavation)	LS	1	\$ 4,000.00	\$ 4,000.00
31	SUPPLEMENTAL WORK (Additional Traffic Control)	LS	1	\$10,000.00	\$11,000.00
30	SUPPLEMENTAL WORK (Additional Water Pollution Control Work)	LS	1	\$ 4,000.00	\$ 4,000.00

# FLOOD CONTROL DISTRICT PROVISIONS

The work provided herein must be performed in accordance with the Caltrans Standard Specifications 2010 edition (Standard Specifications). The Standard Specifications is incorporated herein by reference.

# MODIFICATIONS TO STANDARD SPECIFICATIONS

# DIVISION I GENERAL PROVISIONS 1 GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

holiday: Holiday shown in the following table:

	- 1		١.	
н	OI	IIC	ıa	VS

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

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

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

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

Owner: Same meaning as Agency.

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

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

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

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

Supplemental Work: Change Order Work.

Replace section 1-1.12 with:

# 1-1.12 MISCELLANY

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

# ^^^^^

# 2 BIDDING

# Add to section 2-1.02:

Section 10285.1 of the Public Contract Code applies.

More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the OWNER has reasonable grounds for believing that any Bidder is interested in more than one Bid for the WORK contemplated, all Bids in which such Bidder is interested will be rejected. If the OWNER believes that collusion exists among the Bidders, all Bids will be rejected and collusion participants shall be restricted from submitting further proposals. A party who has quoted prices to a Bidder is not hereby disqualified from quoting prices to other Bidders, or from submitting a Bid directly for the WORK.

Each Bidder (including the Bidder's Superintendent assigned to the Project) shall be skilled, experienced, regularly engaged in and qualified to perform the type of work called for in the Bid documents.

If you are found to be not qualified to bid, your bid will be rejected.

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

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

Revised Standard Specifications are available at State of California, Department of Transportation (Caltrans) website at: <a href="http://www.dot.ca.gov/hq/esc/oe/construction\_standards.html">http://www.dot.ca.gov/hq/esc/oe/construction\_standards.html</a>

# Add to section 2-1.07 of the RSS:

The failure or neglect of the Bidder to receive or examine any of the bid documents shall in no way relieve the Bidder from any obligations required by the bid documents. No claims for additional compensation will be allowed which is based upon lack of knowledge of any bid documents.

## Add to section 2-1.10 of the RSS:

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

# Delete section 2-1.15 to 2-1.27

# Replace section 2-1.33 with:

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

On the Subcontractor List you may either submit the percentage of each bid item subcontracted with your bid or E-Mail the percentage to: <a href="mailto:ksulliv@cosbpw.net">ksulliv@cosbpw.net</a> or deliver to Spec Administrator, at: 130 E. Victoria Street, Suite 200, Santa Barbara, Ca. 93101, within 24 hours after bid opening. You are solely responsible for correcting any inadvertent errors in the license numbers within 24 hours of bid opening. Failure to correct the license numbers in compliance with instructions and Public Contract Code § 4104 will cause the bid to be nonresponsive.

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

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

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

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

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

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

## Add to section 2-1.34:

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

# Replace the first paragraph in section 2-1.50 with:

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

^^^^^

# **3 CONTRACT AWARD AND EXECUTION**

# Replace section 3-1.04 with:

# 3-1.04 CONTRACT AWARD

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

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

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

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

If the District awards the contract, the award is made to the lowest responsible bidder within 65 days.

If the lowest responsible bidder refuses or fails to execute the contract, the Director may award the contract to the second lowest responsible bidder. Such award, if made, will be made within 80 days after the opening of bids. If the second lowest responsible bidder refuses or fails to execute the contract, the Director may award the contract to the third lowest responsible bidder. Such award, if made, will be made within 95 days after the opening of 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.

# Replace section 3-1.05 with:

# 3-1.05 CONTRACT BONDS (PUB CONTRACT CODE §§ 10221 AND 10222)

The successful bidder must furnish 2 bonds:

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

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

The District furnishes the successful bidder with bond forms.

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

# Replace section 3-1.18 with:

The successful bidder must sign the District Agreement (Contract).

Deliver to the District:

- 1. Three (3) copies of the District Agreement (Contract) bearing original signatures.
- 2. Two (2) copies of the Performance and Payment Bonds.
- 3. Insurance Certificates.
- 4. Taxpayer identification and certification (IRS Form W-9).
- 5. For a federal-aid contract, Caltrans Bidder DBE Information form.
- 6. A copy of your company's policy on drugs and alcohol.
- 7. A copy of your Injury and Illness Prevention Program.

The District must receive these documents before the 8th business day after the bidder receives the Contract.

# ^^^^^

# **4 SCOPE OF WORK**

# Add to list in the 1st paragraph of section 4-1.06B:

- 3. Material differing from that represented in the Contract which you believe may be hazardous waste;
- 4. Subsurface or latent physical conditions at the site differing from those described by and shown in information available to bidders prior to submitting bids;

# Add to end of section 4-1.06B:

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

^^^^^

# 5 CONTROL OF WORK

## Add to section 5-1.01:

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

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

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

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

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

If a discrepancy exists:

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

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

# Add to section 5-1.03:

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

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

# Add to section 5-1.09:

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

# Add to section 5-1.16:

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

#### Add to section 5-1.17:

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

Submit a copy of your policy at the preconstruction meeting.

#### Add to section 5-1.23:

Make all submittals to the Engineer.

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

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

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

5. Federal Project Number, if any

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

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

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

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

## Add to section 5-1.23C:

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

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

# Add to section 5-1.30

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

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

The failure of the Engineer to observe or to notify you of deviations from the approved plans and specifications, whether or not such deviations could have been corrected if such notification had been given, will in no way relieve you of any responsibility or liability for your failure to complete, and you will be required

to repair and complete the work covered by this contract in exact accordance with the approved plans and specifications and all applicable laws and regulations; and the Agency will not be estopped or be deemed to have waived its right to insist on exact compliance by you with the plans and specifications and other terms of the contract because of such failure to observe or notify you of such defects or because of any progress or final payments made to you pursuant to the terms of this contract or the issuance of any inspection reports or any certificates of partial or final completion.

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

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

# Delete section 5-1.43E

#### Add to section 5-1.46

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

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

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# 6 CONTROL OF MATERIALS

Delete the 2nd sentence of the 3rd paragraph of section 6-2.03:

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

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

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

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

Property	Test
Relative compaction	ANSI/ASTM D 1557 or California Test 216 or 231
Sand equivalent	California Test 217
Resistance (R-value)	California Test 301
Grading (sieve analysis)	California Test 202
Durability Index	California Test 229
Soil moisture content	ASTM D 3017
Max/min soil index density	ASTM D 4253 and D 4254
In place soil density	ASTM D 2922 or D 1556 or D 2922 or D 2937 or D 3017

# Add to section 6-3.05D:

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

# Replace the 1<sup>st</sup> paragraph of section 6-3.05E:

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

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

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

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

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# 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

7-1.02I(1)(a) Assembly Bill No. 626

Assembly Bill No. 626 CHAPTER 810

An act to add and repeal Section 9204 of the Public Contract Code, relating to public contracts. [Approved by Governor September 29, 2016. Filed with Secretary of State September 29, 2016. ]

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

- 9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:
- (1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
- (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
- (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
- (C) Payment of an amount that is disputed by the public entity.
- (2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
- (3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

- (B) "Public entity" shall not include the following:
- (i) The Department of Water Resources as to any project under the jurisdiction of that department.
- (ii) The Department of Transportation as to any project under the jurisdiction of that department.
- (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
- (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
- (v) The Military Department as to any project under the jurisdiction of that department.
- (vi) The Department of General Services as to all other projects.
- (vii) The High-Speed Rail Authority.
- (4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- (B) The claimant shall furnish reasonable documentation to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
- (D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
- (2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

- (C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- (D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- (E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
- (3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
- (4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
- (5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.
- (e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.
- (f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.
- (g) This section applies to contracts entered into on or after January 1, 2017.
- (h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
- (i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.
- SEC. 2. The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.
- SEC. 3. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

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

# Sec. 2-94. - Exceptions.

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

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

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

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

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

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

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

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

Santa Barbara County may issue subpoenas to require that certified copies of such records be made available to the hearing.

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

# Sec. 2-95.5. - Exceptions.

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

# Sec. 2-96. - Purchase orders.

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

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

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

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

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

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

- (a) Neither the County of Santa Barbara, nor any of its agencies, departments, affiliates, or political subdivisions over which it exercises jurisdiction, shall:
  - (1) Deny any youth group equal access to, or fair opportunity to conduct meetings or other events at, or otherwise utilize any public facility;
  - (2) Deny any youth group use permits or licenses regarding, or otherwise withhold from any youth group permission to use, any public facility; or
  - Otherwise discriminate against any youth group; on the basis of the membership or leadership criteria of such youth group.

- (b) For purposes of this section, a public facility shall include any public forum, limited public forum, public property, or public area including any public building, park, beach, campground, or any other area controlled or operated by the County of Santa Barbara.
- (c) For purposes of this section, a youth group means any group or organization intended to serve young people under the age of twenty-one.

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

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

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

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

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

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

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

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

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

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

Working hours on working days will conform to the requirements in Technical Provisions Section 5-1.01A, "Working Hours". No work will be done or noise generated outside those hours except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

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

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

Your Injury and Illness Prevention Program must include:

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

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

You must obtain a State Division of Industrial Safety Permit for excavations and trenches prior to commencement of any excavation or trench of 5 feet or more in depth per California Code of Regulations, Title 8, Chapter 3.2, Article 2, Section 341 and Title 8, Division 1, Chapter 4, Subchapter 4 of the California Occupational Safety and Health Regulations (Cal/OSHA). A copy of the permit must be submitted to the

Engineer. All excavations must be completed and maintained in a safe and stable condition throughout the total construction phase in order to protect persons, property, trees and improvements. Structure and trench excavations must be completed to the specified elevations and to the length and width required to safely install, adjust, and remove any forms, bracing, or supports necessary for the installation of the work and/or protection of existing features. Excavations outside of the lines and limits shown on the drawings or specified herein required to meet safety requirements must be your responsibility in constructing and maintaining a safe and stable excavation.

# Replace section 7-1.02P with:

# 7-1.02P County Ordinance

# 7-1.02P(1) General

Comply with County Ordinances.

Copies of County Ordinances are available at

http://www.municode.com/library/CA/Santa\_Barbara\_County, and at County offices located at 123 East Anapamu Street, Santa Barbara, CA 93101.

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

# 7-1.02P(2) Grading

Comply with section 13.

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

# 7-1.02P(3) Preservation of Monuments

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

# Replace section 7-1.05 with:

# 7-1.05 INDEMNIFICATION

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

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

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

# 7-1.06 INSURANCE

#### 7-1.06A General

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

# 7-1.06B Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

- 1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
- 2. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), with limit no less than \$2,000,000 per accident for bodily injury and property damage.
- 3. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- Contractors' Pollution Legal Liability and/or Asbestos Legal Liability: (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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

# 7-1.06C Other Insurance Provisions

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

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

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

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

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

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# 8 PROSECUTION AND PROGRESS

## Replace the 1st paragraph of section 8-1.04B with:

The District will issue you a Notice to Proceed after the Contract has been awarded, and establish the first Contract Working Day with you. The Notice to Proceed will list the first Contract Working Day.

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

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

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

# Add to section 8-1.06B:

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

#### Add section 8-1.06D:

#### 8-1.06D Temporary Suspension of Work

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

#### Add to end of section 8-1.13:

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

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## 9 PAYMENT

#### Add to section 9-1.06A:

Section 9-1.06 does NOT apply to supplemental work.

The District does not pay for eliminated supplemental work.

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

Submit support data with application for progress payment.

Support data must include:

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

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

Submit the following certification with each application for progress payment:

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

BY:		Date:	
	_		

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

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

#### Add to first paragraph of section 9-1.16B:

Submit a schedule of values for any lump sum bid item requested by the Engineer or when a schedule of values is specified to be submitted.

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

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

The District shall hold five (5) percent retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the District, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of

payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

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

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

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

## Add to section 9-1.17C:

Submit all outstanding extra work billing no later than 15 days after acceptance by the Director of Public Works.

## DIVISION II GENERAL CONSTRUCTION 10 GENERAL

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#### Add to section 10-1.04 of the RSS:

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

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### 12 TEMPORARY TRAFFIC CONTROL

#### Replace section 12-1.03 with:

You must pay for all costs associated with flagging.

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## 13 WATER POLLUTION CONTROL

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

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

#### Add to Section 13-1.01A:

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

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

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

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

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

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#### 14 ENVIRONMENTAL STEWARDSHIP

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

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

Delete the last paragraph in Section 15-3.01 of the RSS

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## DIVISION III GRADING 17 WATERING

#### Add to 17-2.01(A):

#### 17-02.01(A) Summary

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

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

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

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

## **19 EARTHWORK**

#### Add section 19-3.03D(1):

## Section 19-3.03D(1) Additional Subgrade Overexcavation

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

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

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

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

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

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

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

## **TECHNICAL PROVISIONS**

## **DIVISION I GENERAL PROVISIONS**

## Add to Section 1-1.01:

	Bid Items and Applicable Sections	
Item code	Item description	Applicable section
051260A	CONSTRUCTION SURVEY	5
999990	MOBILIZATION	9

\*

## 2 BIDDING

#### Add to section 2-1.06B:

The District makes the following supplemental project information available:

**Supplemental Project Information** 

Means Description	
	Caltrans Encroachment Permit No. 0516 NDD 0639     and Permit Rider No. 0517 NRT 0619
	2. Caltrans Encroachment Manual; Section 602.1,
	Temporary Steel Plate Bridging
	3. Caltrans As-Builts: Project EA 429701 Utility Plan
	Sheets E-6 and U-5
	Standard Details (State Department of
In all relation the distance tion I landout	Transportation)
Included in the <i>Information Handout</i>	City of Lompoc, Public Works Encroachment     Permit Application
	6. City of Lompoc, Business Tax Certificate
	Application (Business License)
	7. City of Lompoc Standard Drawings
	8. American Public Works Association Standard Plans
	for Public Works Construction
	9. Water Pollution Control Plan Monitoring Schedule
	10. Fugro USA Land, Inc., Doc. No. 04.61170009-PR-
	002(Rev. 00), "Soil and Groundwater Management
	Plan North Avenue East Phase Storm Drain
	Project"  11. Fugro USA Land, Inc., Doc. No. 04.61170009-PR-
	001(Rev.00), "Waste Pre-Characterization
	Services, North Avenue Storm Drain Project,
	Lompoc, California"
Available as specified in the Standard	Fugro USA Land, Inc., "Geotechnical Report, North
Specifications	Avenue at H Street Storm Drain, Lompoc,
	California", May 19, 2010

Geotechnical reports are only available from OWNER'S website: <a href="http://www.countyofsb.org/pwd/pwwater.aspx?id=3600">http://www.countyofsb.org/pwd/pwwater.aspx?id=3600</a>. Geotechnical reports are not part of the Contact

Documents. The Bidder may rely upon the accuracy of the technical data contained in such information, however, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with non-technical data, interpretations, and opinions contained in such information or the completeness thereof is the responsibility of the Bidder.

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#### 5 CONTROL OF WORK

#### Add section 5-1.01A:

#### 5-1.01A WORKING HOURS

Working hours outside of the Caltrans right-of-way must only occur between 7:00 a.m. and 5:00 p.m., Monday through Friday. Work within the Caltrans right-of-way must only occur between 8:30 a.m. and 4:00 p.m. Monday through Thursday, and 8:30 a.m. to 3:30 p.m. on Friday.

If you desire to work outside of this time frame, you must receive consent from the District and from Caltrans. If consent is given, you will be responsible for payment of construction manager and/or inspector's overtime costs.

#### Add to Section 5-1.20B(1):

Caltrans has issued an Encroachment Permit for this project. You are required to obtain a Double Permit prior to the start of work in the State right-of-way. A copy of the Encroachment Permit and the Double Permit application are located in the Information Handout. Submit the Double Permit application to Caltrans District 5 Office, 50 Higuera St., San Luis Obispo, (805) 546-3152, and to follow the requirements of the permit.

You will pay all fees/deposits for the Caltrans Double Permit, and you will be reimbursed by the District for the permit fee.

You must apply for and obtain a City of Lompoc Encroachment Permit for work within the City of Lompoc right-of-way. City of Lompoc Encroachment Permit application form and information are included in the Information Handout.

You and your subcontractors must obtain City of Lompoc Business Tax Receipts (Business Licenses) prior to working on this project. A copy of the Tax Receipt application is included in the Information Handout and on the City's website at <a href="http://www.cityoflompoc.com/clerk/btr.htm">http://www.cityoflompoc.com/clerk/btr.htm</a>.

#### Replace section 5-1.26 with:

#### 5-1.26 CONSTRUCTION SURVEYS

#### 5-1.26A General

## 5-1.26A(1) Summary

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

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

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

## 5-1.26A(2) Submittals

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

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

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

#### 5-1.26B Construction

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

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

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

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

Remove all stakes when no longer needed.

#### Revise section 5-1.32 to read:

Occupy City Street right-of-way, and Caltrans right-of-way only for purposes to perform the work.

You must accommodate vehicular access to the Valero gas station at all times.

#### Revise section 5-1.32 to read:

You are responsible for repair of landscaping and other improvements beyond the approved areas of use that are damaged by you.

#### Add to section 5-1.36D:

You must provide the Underground Service Alert "Inquiry Identification" number and start date to the District prior to starting excavation. You must keep the USA request number valid throughout the duration of the construction contract.

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

You must protect and/or coordinate the protection of the various existing facilities including but not limited to facilities owned by Frontier Communications, Southern California Gas Company, Caltrans (electrical utilities) and the City of Lompoc (water, sewer, electrical divisions).

Your proposed methods of protection must be to the satisfaction of the facility owner. You must submit a detailed description of the proposed methods of protection in accordance with the Shop Drawings and Submittals section of these special provisions, when requested by the Engineer.

You must contact the affected City Utility Division a minimum of 2 working days prior to exposing, affecting, or crossing existing City utility lines, and shall follow the direction of City utility staff regarding treatment and protection of existing City utilities affected by construction.

City Utility Contact Information:

City Water Division (Bill Koleff) (805)875-8705 City Electric Division (Dave Campo) (805)875-8223 City Waste Water Division (Dorin Marrs) (805)875-8408

You must coordinate with City Electric Division 2 working days minimum prior to trenching within 10 feet of the City's power pole in order for City to relocate existing power pole guy wire, and to coordinate protecting City utilities in place.

You must provide utility shut-down notices approved in advance by the City, to all affected utility customers 2 working days in advance of any necessary shut-down.

Permanent utility relocation due to permanent physical conflict with proposed drainage improvements will be done at the expense of others. Costs to temporarily provide utility support or removal/reinstallation

done for your convenience will be your responsibility.

You may be directed to reconstruct the inductive loop detector communication pull box. This only applies in the event that this work is ordered by the Engineer. This work includes coordinating with Caltrans and relocating and reconstructing conduit and wiring. This work is Supplemental Work and will be paid in accordance with section 9-1.04. In no case will additional Reconstruct Communication Pull Box be paid for unless the project scope has changed.

You must coordinate with Caltrans a minimum of 2 working days prior to trenching within 10 feet of Caltrans traffic signal in order to coordinate protecting Caltrans utilities in place.

The utility owner will relocate a utility shown in the following table before the corresponding date shown:

**Utility Relocation and Date of the Relocation** 

Utility	Location	Date
Frontier Communications conduit	In sidewalk, along the north side of North Avenue	Prior to April, 2019
City of Lompoc Electric Division	City of Lompoc streetlight; guy wire and anchor	Prior to April, 2019

In the event communication pull box reconstruction is required, make the necessary arrangements with Caltrans and submit a schedule.

The utilities shown in the following table will not be rearranged. The utilities may interfere with excavation or substructure construction.

Utilities Not Rearranged for Excavation or Substructure Construction

Utility	Location
Frontier Communications conduit	"H" Street within roadway, in Caltrans right-of-way
City of Lompoc sanitary sewer main	North Avenue, within roadway
City of Lompoc water main	North Avenue and "H" Street within roadways
City of Lompoc Electric Division	City of Lompoc , power pole in sidewalk

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

## Add to section 5-1.37A:

Protect all wet concrete from vandalism. Physically monitor and protect all wet concrete to a point that it is no longer wet to the touch. For example, the concrete must be to a point of dryness that it can no longer be indented by a hand print, scour marks, or foot prints.

The District does not adjust payment for repair or restoration that the Engineer determines was caused by your failure to monitor or protect the concrete work.

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

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

Arsenic is a naturally occurring metal that has been found within soils present at the project site. The concentrations of arsenic are consistent with statewide averages, but above the California Human Health

Screening Levels (CHHSL) for residential and commercial exposures. The levels of arsenic detected in samples from the Fugro USA Land, Inc. exploration and reported in Document No. 04.61170009-PR-001(Rev.00), "Waste Pre-Characterization Services, North Avenue Storm Drain Project, Lompoc, California," (located in the Information Handout) range from 2.2 mg/kg to 3.8mg/kg. Statewide concentrations range from 0.6 mg/kg to 11 mg/kg with an average of 3.5mg/kg. None of the arsenic samples were above 10 times the Soluble Threshold Limit Concentrations (STLC).

You must submit a Health and Safety Plan reviewed and approved by a Certified Industrial Hygienist (CIH) that includes Best Management Practices (BMPs) which minimize construction worker and project arsenic exposure risks during construction.

In compliance with the Soil and Groundwater Management Plan (SGMP) located in the Information Handout, You must post "No Trespassing" signs and you must provide and post signage providing a warning under Proposition 65 regarding the presence of arsenic in the soil.

Costs for compliance with the requirements of this section are included in the various contract items of work.

#### Add section 7-1.03A:

#### 7-1.03A STANDARD NOTIFICATIONS

You must deliver notices to each residence and business within 100' of the Work two weeks minimum prior to commencement of project activities. The format and content of each notice must be approved by the Engineer (see example below).

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

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

The following is an example of language required:

#### **NOTICE**

#### TO AREA RESIDENCES

The Santa Barbara County Flood Control District hereby informs you that (Contractor) will be constructing the (Name of Project). The contract period is from (date) to (date).

Work on the Project will typically be performed as follows:

7:00 AM and 5:00 PM

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

Contractor, Contact's Name and Telephone Number

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

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

- 1. Property owner
- Person of contact (If applicable)
- Date of notification
- Time of notification
- Method of notification

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#### 9 PAYMENT

## Add to section 9-1.06A:

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

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

The following items are eligible for progress payment even if they are not incorporated into the work:

- 1. Polypropylene Pipe
- 2. Reinforced Concrete Pipe

## DIVISION II GENERAL CONSTRUCTION 10 GENERAL

#### Add to Section 10-1:

Bid Items and Applicable Sections		
Item code	Item description	Applicable section
120090	CONSTRUCTION AREA SIGNS	12
120100	TRAFFIC CONTROL SYSTEM	12
130100	JOB SITE MANAGEMENT	13
130200	PREPARE WATER POLLUTION CONTROL PROGRAM	13
141001	HEALTH AND SAFETY PLAN	14
150810A	REMOVE AND REPLACE 4-INCH PVC SIDEWALK DRAIN	15
152320A	REMOVE EXISTING ROADSIDE SIGN AND INSTALL SIGN ANCHOR SLEEVE	15
153130	REMOVE CONCRETE, VERTICAL CURB	15
153140	REMOVE CONCRETE, SIDEWALK	15
153215	REMOVE CONCRETE, CURB AND GUTTER	15

#### Add to section 10-1.02 of the RSS:

Do not place the uppermost layer of new pavement until all underlying conduits and loop detectors are installed and tested.

At the end of each working day if a difference in excess of 0.15 feet exists between the elevation of the existing pavement and the elevation of an excavation within 15 feet of the traveled way, place and compact material against the vertical cut adjacent to the traveled way. During the excavation operation, you may use native material for this purpose except once the placing of the structural section starts, structural material must be used. Place the material to the top of the existing pavement and taper at a slope of 4:1 (horizontal:vertical) or flatter to the bottom of the excavation. Do not use treated base for the taper.

All trench excavations within public streets must be either backfilled and covered with a minimum of 3 inches temporary layer of cold asphalt concrete or temporary steel plate bridging must be installed as necessary in order to maintain traffic for the entire travel way during non-working hours. Temporary steel

plate bridging must conform to the requirements of Section 602.1 of the Caltrans Encroachment Permit Manual, a copy of which is located in the Information Handout.

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

The District anticipates that the construction contract for this project will be awarded on January 29, 2019 and that a Notice to Proceed will be issued for April 15, 2019. You must be prepared to begin work in that time frame.

Construction activity must proceed starting at the downstream (down station) end of the project, proceeding upstream (up station).

#### Add to RSS Section 10-4:

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

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## 12 TEMPORARY TRAFFIC CONTROL

#### Add to section 12-1.01:

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

Your attention is directed to sections, "Notification Requirements," and "Traffic Control and Public Safety," in Caltrans Encroachment Permit 0516-NDD-0639 located in the Information Handout.

For work within City of Lompoc right of way and easements, closures must conform to those specified in the City of Lompoc Encroachment Permit to be obtained by you, which must include complete traffic control plans submitted for approval by the City Engineer at least 5 working days prior to beginning of planned closure(s).

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

#### Add section 12-1.01A:

#### 12-1.01A Submittals

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

- 1. Construction staging and sequencing, and proposed sidewalk closures and lane closures for each stage.
- 2. Traffic Control Systems for each sidewalk closure and lane closure including sign and barricade placement.
- 3. Proposed detour routes.
- 4. Proposed temporary fencing in accordance with Sections 7-1.03 and 7-1.04.

## Replace the 1<sup>st</sup> paragraph of section 12-3.06A(1) with:

Section 12-3.06 includes specifications for placing, installing, maintaining, and removing construction area signs and barricades. Barricades must comply with section 12-3.02.

#### Add to section 12-4.01:

You must conduct your operations so as to cause the minimum obstruction and inconvenience to traffic and to places of business, schools, multiple dwelling units, and residences adjacent to the work. No greater quantity of work can be under construction at any one time than can be properly conducted with due regard for the rights of the public. The City Engineer or designated representative will at all times have authority to limit the quantity of work under construction with regard to public safety, convenience, access, or environmental concerns.

You must provide unobstructed access to all fire hydrants at all times.

Unless you make other arrangements satisfactory to the owners, you must provide and maintain safe, adequate vehicular access to driveways for places of business such as, but not limited to, service stations, markets, parking lots or establishments requiring vehicular access for receiving or delivering materials or supplies. In addition, you must cooperate and coordinate with the various forces involved in the collection and removal of trash and garbage from residences and businesses adjacent to the work, to the extent that the existing schedules for these services can be maintained.

You must promptly restore normal facilities for the convenience of access by the public. This includes particularly, but is not limited to, restoration of sidewalks, driveways, steps and similar types of access, and the prompt removal of excess materials from streets and parkways when in the opinion of the Engineer a reasonable portion of the work in any location has been completed. The orders of the Engineer, in this regard, must be promptly complied with, and failure to do so may result in a written directive from the Engineer to cease progress on any or all other work under the Contract until the unsatisfactory condition is corrected. You will be responsible for any added costs resulting from such suspension.

Vehicles must have access to two driveways entering the Valero gas station at all times. Where work blocks a portion of North Avenue driveway, maintain at least 25' clear access.

You must notify all affected businesses two working days prior to planned closures of driveways serving said businesses.

You must maintain traffic at all times.

Maintaining traffic is paid for as Traffic Control System.

Local authorities shall be notified at least 5 business days before work begins. You must cooperate with local authorities to handle traffic through the work area and shall make arrangements to keep the work area clear of parked vehicles.

Notices to the following entities must be provided a minimum of 2 days in advance of any planned lane closure, lane width reduction and/or street closure:

1.)	City Police Department (Dispatch)	(805) 875-8115
2.)	City Fire Department	(805) 736-4513
3.)	American Medical Response (Business Office)	(805) 688-6550
4.)	City of Lompoc Transit (COLT) (Manager)-Richard Fernbaugh	(805) 875-8268
5.)	Lompoc City/Traffic Engineer -Mike Luther	(805) 875-8272
6.)	Lompoc Solid Waste Collection-Steve Clark	(805) 875-8027
7.)	Lompoc Unified School (Manager of Maintenance and Operations),	
	-Douglas Sorum	(805) 742-2402

#### Add to section 12-4.02A:

The full width of the traveled way must be open to traffic when there are no active construction activities in the traveled way or within 6 feet of the traveled way and on:

- 1. Fridays after 3:00 p.m.
- 2. Saturdays
- 3. Sundays
- 4. Designated holidays

Designated holidays are shown in the following table:

## **Designated Holidays**

Holiday	Date observed
New Year's Day	January 1st
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th

If a designated holiday falls on a Sunday, the following Monday is a designated holiday. If November 11th falls on a Saturday, the preceding Friday is a designated holiday.

Not more than one stationary lane closure will be allowed .

Personal vehicles of your employees must not be parked on the traveled way or shoulders, including sections closed to traffic.

A minimum of 1 paved traffic lane not less than 12 feet wide must be open for use by traffic.

The full width of the traveled way must be open to traffic when construction activities are not actively in progress.

Equipment and materials must not remain in a lane unless the lane is closed to traffic and is used for Contract activities.

If the Engineer orders you to stop construction activities and clear the lane before the time designated in the authorized closure schedule or if there is a delay by the Department in closing a lane to traffic and you are unable to start construction activities at the scheduled time, any delay caused by these actions is an excusable delay.

The Department will not close lanes if the visibility is less than 1,000 feet.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas the Permittee shall close the adjacent traffic lane:

Approach Speed of Public Traffic (Posted Speed Limit) (mph)	Work Area
35 to 45	Within 3 feet of a traffic lane but not on a traffic lane

Traffic control systems for lane closures must comply with Caltrans Standard Plans T11 and T13.

C43(CA) (FRESH CONCRETE) sign must be used at the beginning of the slab replacement work area. The sign must be in place during the entire curing period.

If work vehicles or equipment are parked within 6 feet of a traffic lane, close the shoulder area with fluorescent orange traffic cones or portable delineators. Place the cones or delineators on a taper in advance of the parked vehicles or equipment and along the edge of the traveled way at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. Use at least 9 cones or delineators for the taper. Use a W20-1, "Road Work Ahead," W21-5b, "Right/Left Shoulder Closed Ahead," or C24(CA), "Shoulder Work Ahead," sign mounted on a crashworthy, portable sign support with flags. The sign must be 48 by 48 inches and placed as ordered by the Engineer. If a cone or delineator is displaced or overturned, immediately restore the device to its original position or location.

A minimum of 1 paved traffic lane not less than 10 feet wide must be open for use by traffic.

If your operations require the closure of a sidewalk a detour must be made available.

Traffic Control System for Lane Closure is paid for as traffic Control System.

## Revise second paragraph in section 12-4.03 to read:

Submit a closure schedule not less than 5 days and not more than 7 days before the anticipated start of any activity that will:

- 1. Reduce the horizontal clearances of traveled ways, including shoulders, to 2 lanes or less due to operations such as temporary barrier placement and paving
- 2. Reduce the vertical clearances available to the public due to operations such as pavement overlay, overhead sign installation, or falsework or girder erection.
- 3. Reduces pedestrian access along sidewalks, and vehicular access to adjacent businesses.

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## 13 WATER POLLUTION CONTROL

#### Add to section 13-1.01A:

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

## Add section 13-1.03A(1):

#### 13-1.03A(1) Drainage Control

The proposed project is located within public rights-of-way and at locations where roadway the curb and gutter collect water. You are fully responsible for continually accepting and discharging water from any source in a manner that causes no damage to existing or partially completed proposed improvements, in a manner that causes no ponded water to accumulate at low points, and in a manner which poses no potential hazard to persons or property and is conformance with all permits required for this project. You will not be allowed to divert stormwater to surface streets. Damage to existing or partially completed proposed improvements caused by lack of drainage control must be repaired, or removed and replaced, at your expense.

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

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

All work required for implementing the Water Pollution Control Program will be paid for as Job Site Management.

#### Add to Section 13-2.01A

Water Pollution Control Program must comply with the SGMP located in the Information Handout, and include following items:

- 1. Sediment and erosion protection controls per SGMP Section 4.3
- 2. Stockpile Handling and Management per SGMP Section 4.5
- 3. Fugitive dust Control Plan (DCP) including provisions for fugitive dust particulate (PM10) monitoring per SGMP Section 4.11.
- 4. Runoff controls per SGMP Section 4.12
- 5. Decontamination measures per SGMP Section 4.14

#### Add to section 13-4.01

Your attention is directed to Section 13-4.03G regarding groundwater dewatering.

All water generated during Dewatering operations must be legally stored, tested and disposed. Add to section 13-4.03G

Groundwater is not expected to be encountered during excavation, as it has been discovered to exist between 21' and 30' below the surface. However, in the event that groundwater is encountered, you will be required to store dewatered groundwater prior to disposal, in compliance with the Soil and Groundwater Management Plan (SGMP) located in the Information Handout. Dewatering, storing, and disposal of groundwater in conformance with the SGMP is change order work ordered by the Engineer. SGMP Compliance work is Supplemental Work and will be paid in accordance with section 9-1.04. In no case will additional SGMP compliance be paid for unless the project scope has changed.

The District will supply groundwater dewatering observation and testing in conformance with the SGMP.

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#### Add to section 14-1.01:

This site is located adjacent to a former Regional Water Quality Control Board Leaking Underground Storage Tank cleanup site (Case Number T0608300596). The petroleum contaminant plume has been removed to the maximum extent practicable and the case status is now closed.

In the event you encounter excavated materials that have a petroleum sheen or smell, you must notify the Engineer immediately. Upon the direction of the Engineer, you will be required to comply with the Soil and Groundwater Management Plan (SGMP) located in the Information Handout. This only applies in the event that change order work that requires SGMP compliance is ordered by the Engineer. SGMP Compliance work is Supplemental Work and will be paid in accordance with section 9-1.04. In no case will additional SGMP compliance be paid for unless the project scope has changed.

The District will supply contaminated soil observation and testing services in conformance with the SGMP.

Your attention is directed to Section 7-1.02K(6)(a) regarding arsenic present in the site soils, and Section 13-4.03G regarding dewatering activities in compliance with SGMP.

## 15 EXISTING FACILITIES

#### Add to section 15-1.01:

Attention is directed to Section, "Existing Facilities," of Caltrans Encroachment Permit 0516-NDD-0639 located in the Information Handout.

#### Replace section 15-1.03C with:

## 15-1.03C Loop Detectors

The existing inductive loop detectors shown on "H" Street to remain in place, must be operational.

Damage to traffic detection systems will require full replacement of loop systems with splicing at hand holes only. Traffic loop detectors must be reconstructed in kind at the locations determined in the field by the Engineer.

Loop detectors, which are destroyed or damaged, that would not otherwise need to be reconstructed as part of this project must be reconstructed at your expense within 5 working days.

You must notify the Engineer in writing 72 hours in advance of taking loop detectors out of service so that the traffic signal can be placed on timed cycle for the duration of time the loops will be out of service. If a loop detector is accidentally destroyed, you must immediately notify the Engineer.

All loop detectors must be tested to determine if they are operational. The functional test for each traffic signal detector loops must consist of not less than 48 hours of continuous, satisfactory operation. If unsatisfactory performance of the system develops, the conditions must be corrected and the test must be repeated until the 48 hours of continuous, satisfactory operation is obtained. Coordinate loop detector testing with Caltrans.

#### Add to section 15-2.01A:

Remove existing roadside sign and install sign sleeve includes removing and disposing of existing concrete post, salvaging existing sign panel for reuse.

Submit a sign sleeve installation plan within 14 days of Contract approval for review.

Install a 2.5" square, 24" long, 7-gauge, non-perforated heavy-duty steel anchor sleeve. Install anchor sleeve plumb, with the top set 5" above top of the finish sidewalk surface, and with the upper 16" free of soil and other materials. Contractor must protect and delineate each anchor sleeve and continue to maintain temporary signage until the City installs the permanent sign and post in the sleeve.

#### Add to section 15-2.02A:

Remove and replace existing under-sidewalk drain pipe with 4" schedule 40 PVC pipe per City of Lompoc Standard Drawing No. 516. Provide a watertight connection to existing drop inlet with non-shrink grout.

#### Replace first sentence of Section 15-2.02B(2):

Where a portion of the existing asphalt concrete 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. Asphalt concrete and base shall be removed without damage to the surfacing that is to remain in place. Damage to the asphalt concrete surface which is to remain in place shall be repaired to a condition satisfactory to the Engineer or the damaged asphalt concrete shall be removed and replaced with new asphalt concrete if ordered by the Engineer. Repairing or removing and replacing asphalt concrete damaged outside the limits of pavement to be replaced shall be at your expense and will not be measured nor paid for.

Asphalt concrete and base removal is included in the cost of pipe of the various sizes.

#### Add to section 15-3.01:

Concrete Removal includes tools, equipment and materials required to remove concrete, including but not limited to sawcutting and removing and disposing of rebar and sidewalk drains.

Damage to existing concrete which is to remain in place shall be repaired to a condition satisfactory to the Engineer, and will be paid for by you.

#### Replace the second sentence of Section 15-3.04 with:

If the concrete to be removed has portions of the same structure both above and below ground, payment quantity will be for the above-ground portion.

P.C.C. cross gutter removal and driveway removal is paid for as Remove Concrete Sidewalk.

## DIVISION III GRADING 16 CLEARING AND GRUBBING

Add before section 16:

	Bid Items and Applicable Sections	
Item code	Item description	Applicable section

160103	CLEARING AND GRUBBING	16
192001A	ADDITIONAL SUBGRADE OVEREXCAVATION	19

#### Add to section 16-1.01:

Landscaped areas disturbed during clearing and grubbing shall be restored with sod, or grass seed and topsoil suitable to sustain the grass. The sod or seed mix used in re-seeding shall match the type of grass adjacent thereto. Plants removed during clearing and grubbing shall be replaced in kind. Sufficient watering shall be provided until grass and plants are established.

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#### 19 EARTHWORK

#### Add to section 19-1.01A:

The materials encountered within the expected depth of excavation may be wet or moist, and are finegrained soils. Excavated on-site soil must not be used as select bedding or pipe zone material or compacted trench fill.

The exposed bottom of the trench will be inspected by the Engineer to determine its suitability to receive the bedding material. Additional subgrade overexcavation may be directed by the Engineer in conformance with "Additional Subgrade Overexcavation," of these special provisions.

Fill and backfill materials (defined as bedding, pipe zone and trench backfill for storm drain installation) must be compacted to at least 90 percent relative compaction, as determined by the latest approved edition of ASTM Test Method D1557. Trench backfill, within 3 feet of finished grade, placed below pavement areas should be compacted to at least 95 percent relative compaction.

Jetting or ponding will not be permitted for the placement or compaction of fill materials for this project. Fill materials must be spread in lifts no thicker than 8 inches prior to being compacted. Each layer must be spread evenly and must be thoroughly blade-mixed during the spreading to provide relative uniformity of material within each layer.

Rocks larger than 3 inches in diameter, organics, and other deleterious material will not be permitted within the fill material being placed. Rocks must not be nested, and voids must be filled with compacted material.

When the moisture content of the fill material is above or below that sufficient to achieve the recommended compaction, the material must be dried or wetted to near optimum moisture, and bladed and mixed to provide for relatively uniform moisture content throughout the material. Soft or yielding materials must be removed and replaced with properly compacted material prior to placing the next layer of fill. Fill and backfill materials may need to be placed in thinner lifts to achieve the recommended compaction with the equipment being used.

The maximum length of open trench must be the distance necessary to accommodate the amount of pipe installed in a single day.

All excavated materials must be hauled from the work zone immediately. No stockpiling of excavated materials will be allowed in the public right of way.

Trenches within the public right of way must be opened for unobstructed traffic flow during non-working hours. Providing for unobstructed traffic flow during non-working is included in the contract prices paid for the various items of work requiring their use.

Imported borrow shall be mineral material including rock, sand, gravel, or earth. The Contractor shall not use man-made refuse in imported borrow including:

- A. Portland cement concrete
- B. Asphalt concrete
- C. Hot mix asphalt
- D. Material planed from roadway surfaces
- E. Residue from grooving or grinding operations
- F. Metal
- G. Rubber
- H. Mixed debris
- I. Rubble

Payment for cutting, removing and disposing of the excavated trench material and aggregate base is paid for under the various storm drain pipe, and removal items.

#### Add to section 19-3.01A

Section 19-3 includes structure excavation and structure backfill for the construction of the portland cement concrete minor structures and the proposed storm drain.

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

Where open graded materials (such as pea gravel or coarse aggregate) are used, the gravel must be encased in a filter fabric.

#### Add to section 19-3.02:

#### 19-3.02l Bedding Material

Bedding material must consist of imported material conforming to the City of Lompoc requirements for Type "C" material (pea gravel), as referenced to ASTM C-33 Coarse Aggregate No. 8 or Type "A" material (screen sand) that is free of organics debris and other deleterious materials. Type "A" material must have 100 percent of the material passing the U.S. Standard 4 sieve, and 0 to 10 percent of the materials passing the U.S. Standard No. 200 sieve.

Pipe bedding must be compacted to at least 90 percent relative compaction.

The same bedding material must be used throughout the length of the storm drain.

#### 19-3.02J Pipe Zone Material

Pipe zone material must consist of imported material conforming to the City of Lompoc requirements for Type "C" material (pea gravel), as referenced to ASTM C-33 Coarse Aggregate No. 8, or slurry cement backfill (containing at least 2 sacks of cement for each cubic yard of fill material) where designated on the plans. Pipe zone material must be free of organics, debris, and other deleterious materials. When RCP is the storm drain type selected, Type "A" material (screen sand), compacted to 90% relative compaction, may be used as Pipe Zone Material in place of Type "C" material (pea gravel), at your option.

#### 19-3.02K Trench Backfill Material

Trench backfill, where designated on the plans, must consist of materials conforming to the City of Lompoc Type "B" material (river run sand) that is free of organics, debris, and other deleterious materials. Type "B" material must have 100 percent of the material passing the <sup>3</sup>/<sub>4</sub>-inch sieve, 35 to 65 percent of the material passing the U.S. Standard 4 sieve and 0 to 10 percent of the material passing the U.S. Standard No. 200 sieve, and have a sand equivalent value of at least 30.

Trench backfill must be compacted to at least 90 percent relative compaction except where required to be 95 percent as described elsewhere in the special provisions.

If using polypropylene pipe, trench backfill must be slurry cement backfill (containing at least 2 sacks of cement for each cubic yard of fill material) where trench is located underneath the sidewalk, within 10 feet from the edge of a utility pole, as designated on the plans.

## **DIVISION IV SUBBASES AND BASES**

Add the following before section 24:

	Bid Items and Applicable Sections	
Item code	Item description	Applicable section
260203	CLASS 2 AGGREGATE BASE	26

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## **26 AGGREGATE BASES**

#### Add to section 26-1.01:

Aggregate base used in the roadway structural section, beneath the curb and gutter, vertical curb, and beneath the gutter and local depressions is paid for under this item of work.

Aggregate base placed under sidewalks, P.C.C. cross gutter and ADA ramp is paid for under these of work.

Aggregate base used in the structural section must be compacted to at least 95 percent relative compaction.

Place 8" deep Class 2 aggregate base under curb and gutter, vertical curb, gutter and local depressions.

Place 12" deep Class 2 aggregate base as part of the roadway structural section.

Class 2 aggregate base used for trench backfill and for other items of work is paid for as part of those items of work.

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## **DIVISION V SURFACINGS AND PAVEMENTS**

#### Add the following before section 37:

Bid Items and Applicable Sections			
Item code	Applicable section		
390136	MINOR HOT MIX ASPHALT	39	

## 39 HOT MIX ASPHALT

#### Add to section 39-7.01 of the RSS:

Your attention is directed to section, "Hot Mix Asphalt," of Caltrans Encroachment Permit Number 0516-NDD-0639 located in the Information Handout.

## Add to section 39-7.01D(1) of the RSS:

Hot mix asphalt (HMA) must be Type A using the Method construction process.

Do not leave a vertical joint more than 0.15 foot high between adjacent lanes open to public traffic.

Replace Section 39-7.02A of the RSS with:

The aggregate for HMA Type A must comply with the ½-inch grading.

## Replace Section 39-7.02C of the RSS:

The grade of asphalt binder mixed with aggregate for HMA Type A must be PG64-10.

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## **DIVISION VI STRUCTURES**

Add the following before section 46:

Bid Items and Applicable Sections			
Item code Item description		Applicable section	
510502	MINOR CONCRETE, MINOR STRUCTURE, JUNCTION STRUCTURE (D91a & B)	51	
510502A	MINOR CONCRETE, DROP INLET TYPE OL (L=7') AND TYPE OL GUTTER DEPRESSION	51	
510502B	MINOR CONCRETE, CURB INLET CATCH BASIN (W=10') AND LOCAL DEPRESSION	51	
510502C	MINOR CONCRETE, CURB INLET CATCH BASIN (W=21') AND LOCAL DEPRESSION	51	

\*

## 51 CONCRETE STRUCTURES

#### Add to Section 51-7.01A

Minor structures, minor concrete, for this project consist of junction structures, manholes, curb Inlet catch basins, catch basin local depressions, drop inlets, drop inlet gutter depressions, monolithic catch basin pipe connections, and concrete collars.

36" Manhole is included in the cost for Minor Concrete, Minor Structure, Junction Structure, and must comply with Standard Specifications for Public Work Construction Section 201-1.2 and Standard Plans for Public Works Construction Nos. 324-2 and 630-3.

Minor Concrete for Minor Structures must contain at least 564 lbs/CY of concrete.

Junction Structure must be constructed in conformance with Caltrans 2015 Standard Plans D91A &B, the plans.

Drainage Inlet Type OL must comply with 2015 Standard Plans RSP D72A, D74, D72F, and D72G.

Drainage Inlet Type OL gutter depression must comply with 2015 Standard Plans D78A.

Curb Inlet (Curb Opening) Catch Basins on North Avenue must be constructed in conformance with City of Lompoc Public Works Department Standard Drawing No. 506.

Catch Basin Local Depressions on North Avenue must be Portland cement concrete and must be constructed in conformance with City of Lompoc Public Works Department Standard Drawing No. 509.

Monolithic Catch Basin Connections are included in the costs for the various catch basins, and must be constructed in conformance with SPPWC 308-2.

#### Revise second sentence of Section 51-7.01D

Metal frames and covers, frames and grates and reinforcing steel are included in the payment for minor structures.

## **DIVISION VII DRAINAGE**

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#### Add before section 61:

Bid Items and Applicable Sections			
Item code	Applicable section		
641113	24" PLASTIC PIPE (POLYPROPYLENE PLASTIC PIPE, OR RCP CLASS III, RUBBER GASKET JOINTS)	64	
641119	30" PLASTIC PIPE (POLYPROPYLENE PLASTIC PIPE, OR RCP CLASS III, RUBBER GASKET JOINTS)	64, 65	

#### **64 PLASTIC PIPE**

^^^^^^

#### Add to Section 64-1.01A

Where shown on the plans, the Contractor has the option of providing either Reinforced Concrete Pipe (RCP) or Polypropylene Plastic Pipe (HP) pipe for storm drain installation.

#### Add to Section 64-1.01B:

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

## Replace the 1<sup>st</sup> paragraph of section 64-1.02A with:

Plastic pipe must be Type S corrugated polypropylene pipe.

## Add section 64-1.02C(1):

## 64-1.02C(1) CORRUGATED POLYPROPYLENE PIPE

Corrugated polypropylene pipe must be 60 inches or less in nominal diameter.

- 1. 12- through 30-inch pipe must have a smooth interior and annular exterior corrugations and meet or exceed ASTM F2736 and AASHTO M330.
- 2. Manning's "n" value for use in design shall be 0.012.

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

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

## Add to Section 64-1.02E:

For corrugated polypropylene pipe:

- 1. Pipe must be joined with a gasketed integral bell and spigot joint meeting the requirements of ASTM F2736 or F2881, for respective diameters.
- 12- through 60 inch shall be watertight according to the requirements of ASTM D3212. Spigots shall
  have gaskets meeting the requirements of ASTM F477. Gasket must be installed by the pipe
  manufacturer and covered with a removable, protective wrap to ensure the gasket is free from debris.
  A joint lubricant as recommended by the manufacturer must be used on the gasket and bell during
  assembly.
- 12- through 60-inch diameters must have a reinforced bell with a polymer composite band installed by the manufacturer.

#### Replace section 64-1.03A with:

#### **64-1.03A GENERAL**

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

When using slurry cement for pipe zone and/or trench backfill material, you must provide an anchoring system to prevent pipe flotation. Submit two copies of anchoring system drawings, calculations and proposed methods of anchoring within 14 days of contract approval.

Curved alignment must be provided by the use of a series of fittings and short pipe tangents produced by the pipe manufacturer not exceeding 12 degrees deflection per fitting.

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

#### Add section 64-1.03D:

### 64-1.03D FIELD PIPE AND JOINT PERFORMANCE

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

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

## **65 CONCRETE PIPE**

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Add to section 65-1.01A:

Where shown on the plans, the Contractor has the option of providing either Reinforced Concrete Pipe (RCP) or Polypropylene Plastic Pipe (HP) pipe for storm drain installation.

Reinforced concrete pipe must be of the Class shown on the plans per AASHTO Designation M 170.

Joints for reinforced concrete pipe must conform to Section 61-1.01D(1)(a). Reinforced concrete pipe joints shall include a gasket conforming to ASTM C 443.

Joints within curved alignments must not be pulled or deflected. Curved alignment must be provided by the use of joints beveled by the pipe manufacturer or concrete collars per APWA Standard Plans for Public Works Construction, Standard Plan No. 380-4.

Submit certificates of compliance for reinforced concrete.

Comply with Earthwork Section 65-2.03B of the Standard Specifications and Section 19 of these Special Provisions.

Concrete collars are included in the cost per lineal foot of reinforced concrete pipe.

^^^^^^

## **DIVISION VIII MISCELLANEOUS CONSTRUCTION**

#### Add before section 72:

Bid Items and Applicable Sections				
Item code	Applicable section			
730010	MINOR CONCRETE, VERTICAL CURB	73		
731504	MINOR CONCRETE, CURB AND GUTTER	73		
731521	MINOR CONCRETE SIDEWALK	73		

^^^^^

#### 73 CONCRETE CURBS AND SIDEWALKS

#### Add to section 73-1.01A:

Your attention is directed to section, "Curbs, Gutters and Sidewalk," of Caltrans Encroachments Permit 0516-NDD-0639 located in the Information Handout.

Catch basin local inlet depressions including concrete curb and including any necessary soil compaction or disposal of forming materials, will be paid for under the various sizes of Minor Concrete, Curb Inlet Catch Basins.

Concrete must have a minimum 5.5 sacks of cement per cubic yard, in accordance with Section 90, "Portland Cement Concrete," of the Standard Specifications and these special provisions.

You will be responsible for protecting all wet concrete from vandalism. You will be responsible for physically monitoring and protecting all wet concrete to a point that it is no longer wet to the touch. For example, the concrete must be to a point of dryness that it can no longer be indented by a hand print, scour marks, or foot prints.

All oil, paint, tire, graffiti and other marks must be removed from all minor concrete construction by sandblasting or complete replacement prior to acceptance by the Engineer. Cement mortar will not be an acceptable substitute for sandblasting or complete replacement.

Concrete must have a medium broom finish.

Fine sand for minor concrete leveling base is included in the various types of minor concrete.

Curb, gutter and sidewalk must be replaced in areas where it has been removed to accommodate construction of the proposed improvements, and which do not conflict with proposed minor structures, to their original lines and grades.

Curbs located within the Caltrans right-of-way, and not part of the curb ramp, is paid for as part of Minor Concrete, Drop Inlet Type OL (L=7') and Type OL Gutter Depression.

Curb and gutter and vertical curb construction outside of the Caltrans right of way must conform to City of Lompoc Public Works Department Standard Drawing No. 602.

P.C.C. cross gutter construction must conform to City of Lompoc Public Works Department Standard Drawing No. 605 and includes reinforcing steel.

Sidewalk construction must conform to City of Lompoc Public Works Department Standard Drawings No. 614 and No. 615.

Driveway construction shall conform to City of Lompoc Public Works Department Standard Drawing No. 610 and includes reinforcing steel.

Payment for ADA ramp is included in the payment for Minor Concrete, Sidewalk.

Detectable warning surface must conform to the section, "Detectable Warning Surfaces," in Caltrans Encroachments Permit Number 0516-NDD-0639 located in the Information Handout.

Dowel into existing concrete per section, "Curbs, Gutters and Sidewalk," in Caltrans Encroachments Permit Number 0516-NDD-0639 located in the Information Handout.

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75 MISCELLANEOUS METAL

No extra payment will be made for the depressions and thickenings at driveways or ADA ramps.

Measurement for P.C.C. gross gutter excludes the 1.5-foot gutter plan.

Manhole covers must be marked with the letters "SD" of the size and location typical of such markings provided by the cover manufacturer.

Payment for miscellaneous iron and steel items, including frames, grates and covers, is included with the items requiring miscellaneous metal.

## DIVISION IX TRAFFIC CONTROL FACILITIES

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#### Add before section 82:

Bid Items and Applicable Sections			
Item code	Item description	Applicable section	

840656	PAINT TRAFFIC STRIPE (2 COATS)	84
840665	PAINT PAVEMENT MARKING	84
860806	INDUCTIVE LOOP DETECTOR	86

#### Add to Section 84-1.01:

Your attention is directed to section, "Pavement Delineation and Markings," of Caltrans Encroachments Permit 0516-NDD-0639 located in the Information Handout.

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## **86 ELECTRICAL SYSTEMS**

Add to section 86-5.01A(1):

Loop wire must be Type 2.

Loop detector lead-in cable (DLC) must be Type B.

Slots must be filled with hot-melt rubberized asphalt sealant.

Attention is directed to Section15-1.03C regarding loop detector testing and Caltrans coordination.

Payment for removing and replacing loop detectors, conduit, wiring and DLC is included in this item of work.

In the event that the signal lights are nonoperational or offline, provide a Temporary Traffic Management System (TMS). TMS must be approved by the Caltrans engineer prior to installation. Temporary TMS is considered change order work, and is included as Supplemental Work (Additional Traffic Control).

## STANDARD DETAILS AND PLANS LIST

Standard Number Description

## STATE DEPARTMENT OF TRANSPORTATION

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

#### ABBREVIATIONS, LINES, SYMBOLS AND LEGEND

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

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

## PAVEMENT MARKERS, TRAFFIC LINES AND PAVEMENT MARKINGS

A20A, A20D Pavement Markers and Traffic Lines Typical Details

RSP A24A Pavement Markings, Arrows

RSP A24C Pavement Markings Symbols and Numerals
RSP A24E Pavement Markings Words, Limit and Yield Lines

## CURBS, DRIVEWAY, DIKES, CURB RAMPS AND ACCESSIBLE PARKING

A87A Curbs and Driveways RSP A88A Curb Ramp Details

#### DRAINAGE

RSP D72A CIP Drainage inlets Type OS, OL and GOL

RSP D72F CIP Drainage Inlet Notes RSP D72G CIP Drainage Inlet Tables RSP D74 Drainage Inlet Details D78A Gutter Depressions

#### PIPE CULVERT HEADWALLS, ENDWALLS, WINGWALLS AND JUNCTION STRUCTURE

RSP D91A Cast-In-Place Reinforced Concrete Junction Structure
RSP D91B Cast-In-Place Reinforced Concrete Junction Structure

## **ELECTRICAL SYSTEMS - DETECTORS**

RSP ES-5A Electrical Systems (Loop Detectors)
RSP ES-5B Electrical Systems (Detectors)

#### TEMPORARY TRAFFIC CONTROL SYSTEMS

RSP T11 Traffic Control System for Lane Closure on Multilane Conventional Highway
RSP T13 Traffic Control System for Lane Closure on Two Lane Conventional Highways

## AMERICAN PUBLIC WORKS ASSOCIATION STANDARD PLANS

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

324-2 Manhole Shaft with Eccentric Reducer 380-4 Concrete Collar for RCP (12" through 72")

630-3 Manhole Frame and Cover

#### CITY OF LOMPOC STANDARD DRAWINGS

506 Standard Curb Inlet Catch Basin

NTB Specials North Ave East Final.docx

FIN Project No. LC8316 November 6, 2018 48

507	Catch Basin Reinforcement and Dimensions
508	Detail of Catch Basin Opening – Design A
509	Catch Basin Local Depressions
516	Minimal Flow Sidewalk Drain
602	6" Curb & Gutter
609A	Sidewalk – Curb & Gutter – Crossgutter
610	Commercial Driveway – Type II
614	Property Line Sidewalk Details
615	Curb Sidewalk Details



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

## ADDENDUM NUMBER 1

To:

All Bidders

From:

Jonathan S. Frye, Engineering Manager 75F

Date:

November 19, 2018

Project:

NORTH AVENUE STORM DRAIN IMPROVEMENT PROJECT – EAST PHASE

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

## **BID BOOK**

1. Replace page 5 of the Copy of Bid Item List with the attached page 5.

## SPECIAL PROVISIONS

2. Replace page Bid-5 of the Bid Item List with the attached page Bid-5.

## INFORMATION HANDOUT

3. Replace Caltrans Encroachment Permit Rider 05-17-N-RT-0619 on page 26, with the attached Caltrans Encroachment Permit Rider 0518-NRT-0717 dated November 13, 2018.

Acknowledgement of receipt of this Addendum Number 1 by the Contractor shall be made in the appropriate space provided on the Proposal Form (BID-3).

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

Scott McGolpin Public Works Director Thomas D. Fayram Deputy Public Works Director

## COPY OF BID ITEM LIST, CONTINUED:

34	SUPPLEMENTAL WORK (SGMP Compliance) SUPPLEMENTA	LS	1	\$10,000.00	\$10,000.00 \$35,000.000
33	SUPPLEMENTAL WORK (Reconstruct Communication Pull Box)	LS	1	\$ 6,000.00	\$6,000.00
32	SUPPLEMENTAL WORK (Additional Subgrade Overexcavation)	LS	1	\$ 4,000.00	\$ 4,000.00
31	SUPPLEMENTAL WORK (Additional Traffic Control)	LS	1	\$10,000.00	\$11,000.00
30	SUPPLEMENTAL WORK (Additional Water Pollution Control Work)	LS	1	\$ 4,000.00	\$ 4,000.00

## BID ITEM LIST, CONTINUED:

SUPPLEMENTAL WORK BID ITEMS SUBTOTAL					\$35,000.000
34	SUPPLEMENTAL WORK (SGMP Compliance)	LS	1	\$10,000.00	\$10,000.00
33	SUPPLEMENTAL WORK (Reconstruct Communication Pull Box)	LS	1	\$ 6,000.00	\$ 6,000.00
32	SUPPLEMENTAL WORK (Additional Subgrade Overexcavation)	LS	1	\$ 4,000.00	\$ 4,000.00
31	SUPPLEMENTAL WORK (Additional Traffic Control)	LS	1	\$10,000.00	\$11,000.00
30	SUPPLEMENTAL WORK (Additional Water Pollution Control Work)	LS	1	\$ 4,000.00	\$ 4,000.00

## STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

## ENCROACHMENT PERMIT RIDER

TR-0122 (REV 6/99)	Collected By	Permit No. (Original)
		0516 NDD 0639
	Rider Fee Paid	Dist/Co/Rte/PM
	\$ 0.00	05-SB-1-21.56
	Date	Rider Number
	November 13, 2018	0518 NRT 0717
		2
		4 <sup>st</sup> Rider
•		Titluci
TO: Santa Barbara County Flood Control &	Weten	
130 E. Victoria Street Suite 200	water	
	1	
Santa Barbara, CA 93101		
ATTN: Karen Sullivan		
Sing Mars C. S.		
<b>PHONE:</b> (805) 568-3458	,	PERMITTEE

In compliance with your request of November 8, 2018 we are hereby amending the above numbered encroachment permit as follows:

Original permit number 0516 NDD 0639 is void unless the work is completed before the extended date of May 31, 2019.

Except as amended, all other terms and provisions of the original permit and any rider thereto shall remain in effect.

	Page 1 of 1
FILE	APPROVED:
Permittee	
Adolfo Gonzalez-SB Maint. (Insp.)	
Aldo Estrada ActSB Maint.	Timothy M. Gubbins, District Director
	BY: For Can Ley
	Peter A. Hendrix, District Encroachment Permit Engineer
FORM 91 1437	



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

## ADDENDUM NUMBER 2

To:

All Bidders

From:

Jonathan S. Frye, Engineering Manager 75 F

Date:

December 6, 2018

Project:

NORTH AVENUE STORM DRAIN IMPROVEMENT PROJECT - EAST PHASE

The following changes shall be incorporated by this Addendum #2:

#### **BID BOOK**

1. Replace page Bid-5 of the Bid Item List with the attached page Bid-5.

## **NOTICE TO BIDDERS:**

2. Revise the number of Working Days in the Notice to Bidders as follows: Replace the 5<sup>th</sup> paragraph in the Notice to Bidders with,

Complete the work within forty (40) working days.

## **SPECIAL PROVISONS**

- 1. Replace page 5 of the Copy of Bid Item List with the attached page 5.
- 2. Add the following sentence to Section 5-1.36D on Page 30, after the table entitled, "Utility Relocation and Date of the Relocation":

The Frontier Communications cable will be relocated to 2-feet north of the back of the proposed catch basin on the north side of on North Avenue prior to construction of this Project. It must be protected in place.

3. Revise the anticipated Notice to Proceed issuance date as follows:

Replace the first sentence in Section 10-1.03 of the RSS on Page 33 with,

The District anticipates that the construction contract for this project will be awarded on January 29, 2019 and that a Notice to Proceed will be issued for April 2, 2019.

Acknowledgement of receipt of this Addendum Number 2 by the Contractor shall be made in the appropriate space provided on the Proposal Form (BID-3).

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

Scott McGolpin Public Works Director Thomas D. Fayram Deputy Public Works Director

## COPY OF BID ITEM LIST, CONTINUED:

30	SUPPLEMENTAL WORK (Additional Water Pollution Control Work)	LS	1	\$ 4,000.00	\$ 4,000.00
31	SUPPLEMENTAL WORK (Additional Traffic Control)	LS	1	\$11,000.00	\$11,000.00
32	SUPPLEMENTAL WORK (Additional Subgrade Overexcavation)	LS	1	\$ 4,000.00	\$ 4,000.00
33	SUPPLEMENTAL WORK (Reconstruct Communication Pull Box)	LS	1	\$ 6,000.00	\$ 6,000.00
34	SUPPLEMENTAL WORK (SGMP Compliance)	LS	1	\$10,000.00	\$10,000.00
	SUPPLEMENTAL WORK BID ITEMS SUBTOTAL				
TOTAL BID ITEMS					

## BID ITEM LIST, CONTINUED:

TOTAL BID ITEMS					
SUPPLEMENTAL WORK BID ITEMS SUBTOTAL					\$35,000.000
34	SUPPLEMENTAL WORK (SGMP Compliance)	LS	1	\$10,000.00	\$10,000.00
33	SUPPLEMENTAL WORK (Reconstruct Communication Pull Box)	LS	1	\$ 6,000.00	\$ 6,000.00
32	SUPPLEMENTAL WORK (Additional Subgrade Overexcavation)	LS	1	\$ 4,000.00	\$ 4,000.00
31	SUPPLEMENTAL WORK (Additional Traffic Control)	LS	1	\$11,000.00	\$11,000.00
30	SUPPLEMENTAL WORK (Additional Water Pollution Control Work)	LS	1	\$ 4,000.00	\$ 4,000.00