PROPOSAL AND CONTRACT

FOR THE

HIGHLINE REPAIR AT BELLA VISTA

PROJECT #: F025

FEMA-4683-DR-CA, PW616

Montecito Water District
583 San Ysidro Road
Montecito, CA 93108

Mandatory Site Walks provided on:

Thursday March 26, 2026 at 10:00am

or

Tuesday March 31, 2026 at 10:00am

Both site visits depart from 583 San Ysidro Road, Santa Barbara, CA 93108

For use with Standard Specifications for Public Works Construction, 2015 Edition

March 2026

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PART A – LEGAL AND PROCEDURAL DOCUMENTS

SECTION A1 – NOTICE TO CONTRACTORS

Sealed proposals for the HIGHLINE REPAIR AT BELLA VISTA will be received in the Montecito Water District ("District") office, 583 San Ysidro Road, Montecito, California, 93108 until **12:00 P.M., on Thursday April 16, 2026** to be opened and read at that time. Any bidder who wishes its bid proposal to be considered is responsible for making certain that its bid proposal is actually delivered to the Montecito Water District. Bids shall be addressed to the "Engineering Manager, Montecito Water District, 583 San Ysidro Road, Montecito California, 93108".

The work includes all labor, material, supervision and equipment necessary to complete the following: Installation of approximately 360 LF of 14-inch ductile iron water main, gate valves, service laterals, pipe trenching, and hillside stabilization. Each bidder must have proper licenses to complete this work in accordance with the California Business and Professions Code.

The plans and specifications for this Project are available electronically upon email or in-person request to the District. Plan and specification sets can be obtained from the District Engineer, Adam Kanold, (805) 969-2271 and via email at akanold@montecitowater.com. Bidders are responsible for obtaining all addenda prior to submittal of a bid.

Contractors are hereby notified the Work is a public work pursuant to Labor Code Section 1720 et seq. of the California Labor Code and is subject to the requirements of the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements as determined by the Director of the Department of Industrial Relations. The applicable California prevailing wage rate can be found at www.dir.ca.gov.

Contractors shall pay all workers on Work performed not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the Work is to be performed. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the Work and the amount of travel incurred by workers on the Work, certain travel and subsistence payments may also be required. The Contractor and Subcontractors can find information about such special rates, holidays, premium pay, shift work, and travel and subsistence requirements at www.dir.ca.gov.

The Contractor shall be responsible for compliance with the requirements of Section 1777.5 of the California Labor Code relating to apprentice public works contracts. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the Work as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages/fringes for the classification of work performed.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices, as prescribed by regulation. Contractor shall comply with all requirements of Labor Code 1771.4, including the submittal of records specified in Labor Code Section 1776, except for the requirements that are exempted by the Labor Commissioner.

Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. No Contractor or Subcontractor shall be allowed on

the Work unless they are and remain properly registered with the DIR as a public works contractor. This includes all licensed contractors as well as professional services and other types of work for which prevailing wages are required to be paid. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time the Contract is awarded.

Contractor and all subcontractors performing Work are required to comply with Labor Code Section 1771, 1773.2, 1774, 1775, 1776, 1777.5, 1813 and 1815.

Per California Civil Code Section 9550, a payment bond in the amount of 100% of the bid total will be required from the successful bidder for bids exceeding $25,000. The bond must be provided within 10 calendar days from notice of award and prior to the performance of any work.

The proposal shall be accompanied by a proposal guaranty bond in the sum of at least 10% of the total amount of the proposal, or alternatively by a certified or cashier's check payable to the District in the sum of at least 10% of the total amount of the proposal.

A separate performance bond in the amount of 100% of the bid total will be required from the successful bidder. The bond must be provided within 10 calendar days from the notice to award and prior to the performance of any work.

The Montecito Water District hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, national origin, ancestry, sexual orientation, political affiliations or beliefs, sex, age, physical disability, medical condition, marital status or pregnancy as set forth hereunder.

ENGINEERING MANAGER
MONTECITO WATER DISTRICT

Adam Kanold, P.E.

SECTION A2 - INFORMATION FOR BIDDERS

A2.01 Inspection of Site of Work

Bidders are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and as to the actual conditions of and at the site of work. If, during the course of the site inspection, a bidder finds facts or conditions which appear to conflict with the letter or spirit of the contract documents, or with any other furnished data, the bidder may apply to the District for additional information and explanation before submitting a bid. **Two mandatory site walks will be hosted by the District on Thursday March 26, 2026 at 10:00am or Tuesday March 31, 2026 at 10:00am at the District office at 583 San Ysidro Road, Santa Barbara, CA 93108.** All bidders must attend one of these site visits.

The submission of proposals by bidders shall constitute the acknowledgment that, if awarded the contract, the bidders have relied and are relying on their own examination of (a) the site of the work, (b) the access to the site, and (c) all other data, matters, and things requisite to the fulfillment of the work and on their own knowledge of existing services and utilities on and in the vicinity of the site of the work to be constructed under the contract, and not on any representation or warranty of the District. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the above items.

A2.02 Examination of Contract Documents

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings and addenda (if any). The submission of a proposal shall constitute an acknowledgment upon which the District may rely that the bidder has thoroughly examined and is familiar with the contract documents. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve the bidder from any obligations with respect to the proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract document.

A2.03 Interpretation of Contract Documents

No oral interpretations will be made to any bidder as to the meaning of the contract documents. Requests for an interpretation shall be made in writing and delivered to the District at least ten (10) days before the time announced for opening the proposals. Interpretations by the District will be in the form of an addendum to the contract documents, and, when issued, will be sent as promptly as is practical to all parties to whom the contract documents have been issued. All such addenda shall become part of the contract.

For information and questions regarding technical aspects of the project, bidding procedures, design questions, materials, etc., please write (print) or type, your questions and email them to akanold@montecitowater.com.

A2.04 Soil Information

The bidder shall make deductions and conclusions as to the nature of the materials to be excavated, the difficulties of making and maintaining the required excavation, the difficulties which may arise from subsurface conditions, and of doing any other work affected by the subsurface conditions and shall accept full responsibility therefore.

A2.05 Proposal

Proposals shall be submitted on copies of the blank forms prepared by the District in these contract documents. All proposals shall give the prices proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the bidder or authorized representative, with the appropriate address. If the proposal is made by an individual, his or her name, signature and post office address must be shown; if made by firm or partnership, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown; if made by a corporation, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, and the title of the person who signs on behalf of the corporation. If the proposal is made by a corporation, a certified copy of the bylaws or resolution of the board of directors of the corporation shall be furnished showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation. Each proposal shall be enclosed in a sealed envelope, labeled as specified in the Notice to Contractors.

A2.06 Addenda

Each proposal shall include specific acknowledgment in the space provided of receipt of all addenda issued during the bidding period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

A2.07 Bid Prices

Bid prices shall include everything necessary for the completion of construction and fulfillment of the contract including but not limited to furnishing all materials, equipment, tools and other facilities and all management, superintendence, labor and services, except as may be provided otherwise in the contract documents. In the event of a difference between a price quoted in words and a price quoted in figures for the same quotation, the words shall be the amount bid.

The total amount of the bid will be the sum of the total prices of all items in the bid schedule. The total price of unit price items will be the product of the unit price and estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail provided that, if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item.

A2.08 Taxes

Bid prices shall include allowance for all federal, state and local taxes.

A2.09 Blank

A2.10 Qualification of Bidders

Each bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. The bidder's experience shall be set forth and submitted on the form provided herewith.

Each bidder shall possess a valid Contractor's License issued by the Contractor's State License Board at the time of award. The class of license shall be applicable to the work specified in the contract. Each bidder shall also have no less than three (3) years' experience in the magnitude and character of the work bid, including experience with installation of potable water pipelines 14-inches in diameter or greater and experience with temporary bypass pipelines.

It is the intention of the District to award a contract to a bidder who furnishes satisfactory evidence that the bidder has the requisite experience, ability, sufficient capital, and facilities to enable the bidder to prosecute the work successfully and properly, and to complete it within the time specified in the contract.

To determine the degree of responsibility to be credited to the bidder, the District will weigh any evidence that the bidder has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress.

A2.11 List of Subcontractors

Bidder will provide the name, the location of the place of business, and the California contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications.

Other information requested concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor’s name, location of business, and California contractor license number, may be submitted by the prime contractor within 24 hours after the bid opening.

Failure to correct an inadvertent error or to submit other Subcontractor information within the time frame above will cause the bid to be nonresponsive.

A2.12 Proposal Guaranty

The proposal shall be accompanied by a proposal guaranty bond duly completed on the form provided herewith by a guaranty company authorized to carry on business in the State of California for payments to the Owner in the sum of at least 10% of the total amount of the proposal, or alternatively by a certified or cashier's check payable to the Owner in the sum of at least 10% of the total amount of the proposal. The amount payable to the Owner under the proposal guaranty bond, or the certified or cashier's check and the amount thereof, as the case may be, shall be forfeited to the Owner in case of a failure or neglect of the bidder to furnish, execute and deliver to the Owner the required performance bond (including payment bond), evidences of insurance and to enter into, execute and deliver to the Owner the agreement on the form provided herewith, within ten (10) days after being notified in writing by the Owner that the award has been made and the agreement is ready for execution

A2.13 Modification of Proposal

A modification of a proposal already received will be considered only if the modification is received prior to the time announced for the opening of proposals. All modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal.

A2.14 Postponement of Opening

The District reserves the right to postpone the date and time for opening of proposals at any time prior to the date and time announced in the Notice to Contractor.

A2.15 Disqualification of Bidder

If there is reason to believe that collusion exists among the bidders, the District may refuse to consider bids from participants in such collusion.

A2.16 Rejection of Proposals

The District reserves the right to reject any proposals which are incomplete, obscure or irregular; any proposals which omit a bid on any one or more items on which the bids are required; any proposals which omit unit prices if unit prices are required; any proposal in which unit prices are unbalanced in the opinion of the District; any proposals accompanied by insufficient or irregular bid security; and any proposals from bidders who have previously failed to perform properly or to complete on time contracts of any nature.

A2.17 Award of Contract

Within thirty (30) days after the time announced for opening proposals, the District by action of its Board will either accept a proposal and award a contract or reject all proposals unless the District in its sole discretion has extended the time for consideration of proposals. The District shall give written notice of the acceptance of a proposal and award of contract to the Bidder whose proposal is accepted. Such notice may be given by either personal delivery or mail and shall be given within five (5) days after acceptance of a proposal. The award of a contract shall obligate the Bidder whose proposal is accepted to furnish performance and payment bonds and evidences of insurance and execute the contract set forth herein.

A2.18 Return of Proposal Guarantees

Within thirty (30) days after the bids are opened, the Owner will return the proposal guarantees (other than bid bonds) accompanying the proposals which are not to be considered in making the award. All other proposal guarantees will be held until the contract has been fully executed, after which they will be returned to the respective bidder whose proposals they accompanied.

A2.19 Execution of Contract

The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds and evidences of insurance, within fifteen (15) days after personal delivery of the notice referred to in Section A2.17 above.

A2.20 Subcontractor Substitution

The provisions of the California Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100-4113) are incorporated herein and the Montecito Water District Engineering Manager, District Engineer, or his or her designee (“Engineer”), is authorized to consent to substitutions as provided therein.

A2.21 Proof of surety for payment bond and performance bond

Contractor shall obtain a Certificate of Authority from the County Clerk-Recorder Assessor in and for the County of Santa Barbara, certifying that the named insurer(s) for the payment bond and performance bond have the authority to transact surety insurance in this State. Alternatively, the Contractor shall obtain a certified copy of the Certificate of Authority of the insurer issued by the Insurance Commissioner, within 10 calendars days of the award of the contract.

MONTECITO WATER DISTRICT

CALIFORNIA

PROJECT: HIGHLINE REPAIR AT BELLA VISTA

IMPORTANT NOTICE

PROPOSAL DOCUMENTS

All bids must be accompanied by the following completed forms:

a. Contractor's Proposal

b. Proposed Equipment and Material Manufacturers

c. Experience Statement

d. Proposed Subcontractors

e. Proposal Guaranty Bond

f. Bidder's Statement Regarding Insurance Coverage

g. Bidder’s Declaration of Non-collusion

h. Executed Declaration of Compliance with California Air Resources Board (CARB) In-Use Off-Road Diesel-Fueled Fleets Regulation

Failure to complete, sign (where required), and return the above proposal documents with your bid may render it non-responsive.

SECTION A3 - CONTRACTOR'S PROPOSAL

PROJECT: HIGHLINE REPAIR AT BELLA VISTA

_____, [MONTH/DAY/YEAR]
Montecito Water District
Engineering Manager
583 San Ysidro Road,
Montecito, California 93108

The undersigned, as bidder, declares that we have examined all of the contract documents and specifications contained in the above-referenced Project and Bid, and that we will contract with the District on the form of contract provided therewith to do everything necessary for the fulfillment of this contract at the price and on the terms and conditions therein contained.

The following are included and are to be considered as forming a part of this proposal: (1) Bid Schedule, (2) Experience Statements, (3) Proposed Subcontractors, and (4) Proposed Equipment and Material Manufacturers. We acknowledge that addenda numbers _____ to _____ have been delivered to us and have been examined as part of the contract documents.

Attached is a proposal guaranty bond duly completed by a guaranty company authorized to carry on business in the State of California in the amount of at least 10% of the total amount of our proposal, or alternatively there is attached a certified or cashier's check payable to the District, in the amount of at least 10% of the total amount of our proposal.

If our proposal is accepted, we agree to sign the Contract form and to furnish the required bonds, including a payment bond and performance bond, and the required evidences of insurance within ten (10) calendar days after receiving written notice of the award of contract.

We further agree if our proposal is accepted and a contract for the performance of the work is entered into with the District, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time stipulated in Section B1.02, Section 6 (Paragraph 6-7.4).

Bidder's Mailing Address

_____
(Company Name of Bidder)

_____
_____

_____
(Type of Organization,
Individual, Corporation, etc.)

_____

By_____
(Authorized Signature)

_____
State of Incorporation

_____
(Print Name)

_____
(Title)

_____
(Phone Number)

PROJECT: HIGHLINE REPAIR AT BELLA VISTA

BID SHEET

The cost of all labor, material and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown herein. (See Section A2.07.)

The District reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

The District further reserves the right to reject any or all bids, to waive any informality or irregularity in any bid or the bidding procedure, negotiate unbalanced bids and to delete any items of work in the award of contract.

Bidders must bid on all items in the Bid Schedule in order for their bids to be complete. The award of contract will be based upon the total bid for all items.

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	$	$
2	Clear and Grub	SY	3600	$	$
3	Temporary Bypass	LF	430	$	$
4	Steel Pipe Removal and Disposal	LS	1	$	$
5	Ductile Iron Pipe	LF	360	$	$
6	4” Gate Valve	EA	2	$	$
7	12" Gate Valve	EA	2	$	$
8	14” Gate Valve	EA	2	$	$
9	Air Valve	EA	1	$	$
10	Connection to Existing Highline	EA	4	$	$
11	2” Copper Service Lateral Reconnection	EA	1	$	$
12	Permanent Erosion Control - Geocells	SY	90	$	$
13	Permanent Erosion Control - Hydroseeding	SY	3600	$	$
14	Temporary Erosion Control	LS	1	$	$
15	Contingency Item: Rock/Boulder Removal	HR	40	$	$
(Total in words)				**Total**	$ (Total in figures)

_____
(Company Name of Bidder)

PROPOSED EQUIPMENT AND MATERIAL MANUFACTURERS

The Bidder shall indicate the name of the manufacturer of the equipment, and supplier of the material, proposed to be furnished under the contract. Awarding of a contract based on this bid will not imply approval by the District of the manufacturers or suppliers listed by the Bidder. No substitution will be permitted after award of contract except upon written approval of the District. Equipment and materials for this project are itemized below. Bidder is responsible for documenting the manufacturer and supplier of each item.

Equipment/Materials	Manufacturer	Supplier

EXPERIENCE STATEMENT

Pursuant to Article A2.10, the outline below is a record of the Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this contract including experience with installation of potable water pipelines 14-inches in diameter or greater and experience with temporary bypass pipelines. Additional numbered pages outlining this portion of the proposal may be attached to this page.

I have a current and valid Contractor's License, in good standing, issued by the California State Department of Consumer Affairs.

Contractor's License No. _____, applicable to the work.

_____
Class Description

_____
Expiration Date

I declare under penalty of perjury that the foregoing is true and correct. Executed on _____ (date),

at _____ (District), California.

_____
(signature)
typed name and title

BIDDER'S QUALIFYING EXPERIENCE

PROJECT TITLE:

Each bidder shall also have no less than three (3) years' experience in the magnitude and character of the work bid. (From Section A2.10 Qualification of Bidders).

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

PROPOSED SUBCONTRACTORS

The following is a list of the subcontractors that will be used in the work if the Bidder is awarded the contract, and no subcontractor doing work in excess of the amount specified in Article A2.11, List of Subcontractors, who is not listed will be used without the written approval of the District. Additional numbered pages outlining this portion of the proposal may be attached to this page. **NOTE: Subcontractor's name, business location, and CA Contractor's license number must be submitted at the time of the bid. Other Subcontractor information may be omitted from this form but shall then be submitted within twenty four (24) hours following the opening of bids. The Bidder may correct an inadvertent error in listing the CA contractor's license number within twenty four (24) hours following the opening of bids. Failure to correct an inadvertent error within this time frame or to submit other Subcontractor information will cause the bid to be nonresponsive.**

SUBCONTRACTORS LIST, Page 1

NOTE: All Subcontractors in excess of 1/2 of 1% of total bid must be listed

SUBCONTRACTOR: LOCATION/ADDRESS:		ITEM OF WORK: ITEM OF WORK: (bid item number - if partial amount of bid item, list amount or percentage)
LICENSE NO. **CLASS:**	**EXPIRATION DATE:** / /	PHONE: ( )
SUBCONTRACTOR: LOCATION/ADDRESS:		ITEM OF WORK: ITEM OF WORK: (bid item number - if partial amount of bid item, list amount or percentage)
LICENSE NO. **CLASS:**	**EXPIRATION DATE:** / /	PHONE: ( )
SUBCONTRACTOR: LOCATION/ADDRESS:		ITEM OF WORK: ITEM OF WORK: (bid item number - if partial amount of bid item, list amount or percentage)
LICENSE NO. **CLASS:**	**EXPIRATION DATE:** / /	PHONE: ( )
SUBCONTRACTOR: LOCATION/ADDRESS:		ITEM OF WORK: ITEM OF WORK: (bid item number - if partial amount of bid item, list amount or percentage)
LICENSE NO. **CLASS:**	**EXPIRATION DATE:** / /	PHONE: ( )
SUBCONTRACTOR: LOCATION/ADDRESS:		ITEM OF WORK: ITEM OF WORK: (bid item number - if partial amount of bid item, list amount or percentage)
LICENSE NO. **CLASS:**	**EXPIRATION DATE:** / /	PHONE: ( )

BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE

Bidder hereby certifies that the insurance coverage requirements specified in the Contract Specifications, specifically to Sections A8, A9, A10, and B1.02 - Section 7 (Paragraphs 7-3.1 and 7-3.2), have been reviewed by the Bidder. Should the bidder be awarded the contract for the work, Bidder further certifies that the Contract Specifications requirements for insurance as such insurance requirements are described in the insurance certificate, which is contained within this contract package, including insurance coverage of the subcontractors, can be met by the Bidder.

_____
Bidder

By_____

_____
Title

_____
Dated

Bidder's Declaration - Non Collusion

(California Public Contract Code Section 7106)

The undersigned having adequate information to make this declaration without reservation or qualification, and with full power to execute this declaration, declares under penalty of perjury pursuant to the provisions of California Public Contract Code Section 7106, as follows:

The party making the bid enclosed herewith declares that that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.

The bid is genuine and not collusive or sham.

The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding.

The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract.

All statements contained in the bid are true; and, further, the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid and will not pay, any person or entity for such purpose.

This declaration executed on _____ , 2026 at California.

_____

(signature)

typed name and title:

Bidders Declaration – Compliance With California Air Resources Board (CARB) In-Use Off Road Diesel-Fueled Fleets Regulation

This project is subject to the requirements of California Code of Regulations, Title 13, Article 4.8, Chapter 9, Sections 2449, 2449.1 and 2449.2, , involving the use of off-road diesel-fueled vehicles. The Contractor shall provide evidence of their current and valid California Air Resources Board Certificate of Reported Compliance (Certificate) for their fleets, any rental fleet equipment, and all subcontractors that are listed in their bid.

All CARB Certificates must be obtained prior to the bid opening and must be submitted with the bid In the sole discretion of the District, failure to submit the CARB Certificates will disqualify the Bidder and any bid submitted by the disqualified Bidder will be deemed non-responsive and any bid that includes a disqualified Subcontractor will be deemed non-responsive and will not be evaluated for award.

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.
[Title] *[Firm]*

I hereby certify that I am aware of the requirements set forth in California Code of Regulations, Title 13, Article 4.8, Chapter 9, Sections 2449, 2449.1 and 2449.2, and:

☐ **Option A**: There will **NOT** be any use of off-road diesel vehicles subject to California Code of Regulations, Title 13, Article 4.8, Chapter 9, Sections 2449, 2449.1 and 2449.2, as part of the Work.

☐ **Option B**: There will be use of off-road diesel vehicles as part of the Work.
Bidder's CARB Certificate of Reported Compliance Number: _____
List all Subcontractors' Certificate of Reported Compliance Numbers in Section 9 above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state]."

_____
(Print Name and Title of Signatory for Bidder)

_____
(Print Name of Bidder and Type of Entity)

_____
(Signature)

SECTION A4 - PROPOSAL GUARANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT _____ hereinafter called Principal, and _____ hereinafter called the Surety, are jointly and severally held and firmly bound unto the Montecito Water District, California, hereinafter called District, in the penal sum of ten percent (10%) of the aggregate of the bid proposal of Principal for the work, this sum not to exceed _____ dollars lawful money of the United States, for the payment whereof unto District, Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, Principal is herewith submitting a proposal for the HIGHLINE REPAIR AT BELLA VISTA.

NOW, THEREFORE, the condition of this obligation is such that if Principal is awarded a contract for the work, and if Principal within that time specified in the proposal enters into, executes and delivers to District a contract in the form provided herewith, and if Principal within the time specified in the proposal gives to District the performance bond and the payment bond, on the forms provided herewith, then this obligation shall be void. If, however, Principal shall fail or refuse to furnish, execute and deliver to District said performance and payment bonds, and evidence of required liability and worker's compensation insurance in the time stated in the proposal, then Principal and Surety shall forfeit to District the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge Principal shall operate as a discharge or a release of liability of Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and District and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED THIS _____ day of _____, 2026

_____
Principal

By_____
Signature

Seal

_____
Surety

Seal

By_____
Signature

(Attach notarial acknowledgment of Surety)

SECTION A5 - CONTRACT

PROJECT: HIGHLINE REPAIR AT BELLA VISTA (hereinafter referred to as the “Project”)

AMOUNT OF CONTRACT: [$_____]

THIS CONTRACT is made this _____ day of _____, 2026 by and between the Montecito Water District, hereinafter referred to as "District" and _____, hereinafter referred to as "Contractor" in order to accomplish the construction of the Project.

The District has caused certain specifications, drawings and other contract documents (hereinafter collectively referred to as the “Project Specifications”) to be prepared for certain work on the above-referenced Project as described below; and

The Project Specifications include the following parts of this contract package:

Part A - Legal and Procedural Documents, Contractor’s Proposal	3
Part B - Special Provisions – General	33
Part C - Special Provisions – Technical	64
Part D – Drawings	88
Part E – Appendices	89
Part F – Addenda (if applicable), and Executed Contract	90

The Contractor has offered to perform the proposed work of the Project in accordance with the terms of the Project Specifications as set forth by submission of the Contractor's Proposal, Section A3, herein, and dated as of _____.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the District and the Contractor contained in the Project Specifications and Contractor's Proposal for the Project, which are made a part hereof as though fully set forth herein, Contractor hereby agrees to complete the work of the Project at the prices and on the terms and conditions contained in the Project Specifications. In return, the District hereby employs the Contractor and agrees to pay the Contractor the contract prices provided herein for the fulfillment of the work of the Project and the performance of the contract covenants.

IN WITNESS WHEREOF, this contract has been executed on the day and year first above written.

MONTECITO WATER DISTRICT,
a Municipal Corporation

_____
Brian Goebel, Board President
Montecito Water District

_____
Contractor

ATTEST: By_____

_____
Nicholas Turner, Secretary,
Montecito Water District

_____

SECTION A6 - PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT_____, hereinafter called

Principal, and_____, hereinafter called Surety, are jointly and severally held and firmly bound unto the Montecito Water District, California,

hereinafter called District, in the penal sum of_____ Dollars

($_____) (100% of amount bid in proposal) lawful money of the United States,

for the payment whereof unto District. Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, District has awarded to Principal a contract for _____;

WHEREAS, Principal is required under the terms of the contract to furnish a bond for the faithful performance of the contract,

NOW, THEREFORE, the condition of this obligation is such that if Principal shall faithfully perform the covenants, conditions and agreements in the contract and any changes made as therein provided and shall indemnify and save harmless District, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue, and Principal and Surety, in the event suit is brought on this bond, will pay to District such reasonable attorney's fees as shall be fixed by the court.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of one (1) year after the completion of the work and its acceptance by District, during which time if Principal shall fail to make full, complete and satisfactory repair and replacements and totally protect the District from loss or damage made evident during the period of one (1) year from the date of acceptance of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. However, nothing in this paragraph to the contrary notwithstanding, the obligation of Surety hereunder shall continue so long as any obligation of Principal remains.

SECTION A6 (Continued)

Surety, for value received, hereby stipulates and 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 and drawings accompanying the same shall in any way 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 work or to the drawings and specifications.

IT IS HEREBY DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and District and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED this _____ day of _____, 2026.

_____
Principal

Seal

By_____
Signature

_____
Surety

Seal

By_____
Signature

_____
(Surety's Mailing Address)

_____

_____
(Telephone No.)

(Attach both Notarial Acknowledgement of Surety and Power of Attorney)

SECTION A7 - PAYMENT BOND (Civil Code Section 9550)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Montecito Water District has awarded to_____

_____ as principal, hereinafter called "Contractor", a contract for the work described as follows:

_____; and

WHEREAS, Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law; and

WHEREAS, _____ is hereinafter called "Surety";

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held and firmly bound unto the Montecito Water District in the amount required by law, the sum of:

_____ Dollars $_____
(100% of Contract Amount)

for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, that if said Contractor, its heirs, executors, administrators, successors or assigns; or subcontractors, shall fail to pay any of the persons named in Civil Code Section 9554, or amounts due under the 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 subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor, that the Surety or sureties herein will pay for the same, and also, in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court.

SECTION A7 (Continued)

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9554 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

This bond is issued and accepted under the provision that any alterations in the work to be done or the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either the Contractor or the Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either the Contractor or the Surety, and notice of such alterations or extensions of the contract is hereby waived by the Surety.

SIGNED AND SEALED this _____ day of _____, 2026

_____
Contractor

Seal

By_____
Signature

_____
Surety

Seal

By_____
Signature

_____
Surety's Mailing Address

_____

_____
Telephone Number

(Attach both Notarial Acknowledgement of Surety and Power of Attorney)

SECTION A8 - WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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

Date_____

_____
Contractor

By_____
Signature

_____
Title

ATTEST:

By_____
Signature

_____
Title

SECTION A9 - CERTIFICATE OF INSURANCE

Prior to commencing the Work, and thereafter upon renewal or replacement of each certified coverage, Contractor shall furnish District with a certificate(s) of insurance (Acord Form 25 or equivalent), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this agreement.

Failure of District to demand such certificate(s) or other evidence of full compliance with these insurance requirements, and/or failure of District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance

Date_____

_____
Contractor

By_____
Signature

_____
Title

ATTEST:

By_____
Signature

_____
Title

SECTION A10 – SUBCONTRACTOR CERTIFICATE OF COMPLIANCE

TO: MONTECITO WATER DISTRICT

RE: HIGHLINE REPAIR AT BELLA VISTA

This is to certify that all requirements for insurance of subcontractors have been met.

_____
Firm

By_____

_____
Title

Dated_____

(Please return this completed form with your Bonds and Certificates of Insurance)

SECTION A11 - CONTRACTOR'S NONDISCRIMINATORY EMPLOYMENT CERTIFICATE

A11.01 Certificate Generally

Consistent with a policy of nondiscrimination in employment on contracts of the Montecito Water District and in furtherance of the provisions of Section 1735 and 1777.6 of the California Labor Code a "contractor's obligation for nondiscriminatory employment certificate" as hereinafter set forth shall be attached and incorporated by reference as an indispensable and integral term of all bid specifications and contracts of the District for purchases, services, and the construction, repair, or improvement of public works.

A11.02 Contents of Certificate

The Contractor's obligation for nondiscriminatory employment is as follows:

In performing the work of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. The Contractor will take positive action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the District setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification.

3. The Contractor will send to each labor union or representative of workers, with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by the District advising the said labor union or workers' representative of the Contractor's commitments under this provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will permit access to the Contractor's records of employment, employment advertisements, application forms, and other pertinent data and records by the District, the Fair Employment Practices Commission, or any other appropriate agency of the State designated by the District for the purposes of investigation to ascertain compliance with the Contractor's Obligation for Nondiscriminatory Employment provisions of this contract, or Fair Employment Practices statute.

5. A finding of willful violation of the nondiscriminatory employment practices article of this contract or of the Fair Employment Practices Act shall be regarded by the District as a basis for determining that as to future contracts for which the Contractor may submit bids, the Contractor is a "disqualified bidder" for being "nonresponsible".

The District shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of any such written notice, the District shall notify the Contractor that unless he or she demonstrates to the satisfaction of the District within a stated period that the violation has been corrected, he or she shall be declared a "disqualified bidder" until such time as the Contractor can demonstrate that he or she has implemented remedial measures, satisfactory to the District, to eliminate the discriminatory employment practices which constituted the violation found by the Fair Employment Practices Commission.

6. Upon receipt from any person of a complaint of alleged discrimination under any District contract, the District shall ascertain whether probable cause for such complaint exists. If probable cause for the complaint is found, the District shall request the District Board to hold a public hearing to determine the existence of a discriminatory practice in violation of this contract.

In addition to any other remedy or action provided by law or the terms of this contract, the Contractor agrees that, should the District Board determine after a public hearing duly noticed to the Contractor that the Contractor has not complied with the nondiscriminatory employment practices provisions of this contract or has willfully violated such provisions, the District may, without liability of any kind, terminate, cancel, or suspend this contract, in whole or in part. In addition, upon such determination the Contractor shall, as a penalty to the District, forfeit a penalty of $25.00 for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance. Such monies shall be recovered from the Contractor. The District may deduct any such penalties from any monies due the Contractor from the District.

7. The Contractor certifies to the District that he or she has met or will meet the following standards for positive compliance, which shall be evaluated in each case by the District:

a. The Contractor shall notify all supervisors and other personnel officers in writing of the content of the nondiscrimination provision and their responsibilities under it.

b. The Contractor shall notify all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the nondiscrimination provision.

c. The Contractor shall file a basic compliance report as required by the District. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also specify the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.

d. The Contractor shall notify the District of opposition to the nondiscrimination provision by individuals, firms or organizations during the period of this contract.

8. Nothing contained in this Contractor's Obligation for Nondiscriminatory Employment Certificate shall be construed in any manner to prevent the District from pursuing any other remedies that may be available at law.

9. The Contractor certifies to the District that the Contractor will comply with the following requirements with regard to all subcontractors and suppliers:

a. In the performance of the work under this contract, the Contractor will include the provisions of the foregoing paragraphs (1) through (8) in all subcontracts and in any supply contract to be performed within the State of California, so that such provisions will be equally binding upon each subcontractor and each supplier.

b. The Contractor will take such action with respect to any subcontract or purchase order as the District may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigations with a subcontractor or supplier as a result of such direction by the District, the Contractor may request the District to enter into such litigation to protect the interests of the District.

SECTION A12 - FEDERAL EMERGENY MANAGEMENT AGENCY (FEMA) REQUIREMENTS

A12.01 FEMA Acknowledgement

The scope of work for this project as generally described herein, and specifically set forth in the contract documents is the performance of construction services necessitated by the rain event that occurred in the District service area in January 2023, which rain event is the subject of State and Federal emergency and/or disaster declarations. District and Contractor acknowledge that compensation to be paid under this Contract and/or for this Project may include funds from the Federal Emergency Management Agency and as such, compliance with FEMA requirements is a component of this Contract.

Contractor and District hereby acknowledge that a competitive procurement process was undertaken and the District has determined that Contractor is a responsible and responsive contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources.

A12.02 Suspension and Debarment Certification

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935). By entering into this contract, Contractor acknowledges and agrees to these requirements and verifies and/or certifies its compliance with same.

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by District. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to California OES and District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer and Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer and Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A12.03 Procurement of Recovered Materials

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

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

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

A12.04 Equal Employment Opportunity Compliance

The Contractor shall comply with all applicable Equal Employment Opportunity requirements set forth on Appendix D, and execute the document included as Appendix D.

A12.05 Contract Work Hours and Safety Standards Compliance

The Contractor shall comply with all applicable requirements of the Contract Work Hours and Safety Standards Act as set forth on Appendix E, and execute the document included as Appendix E.

A12.06 Clean Air Act and Federal Water Pollution Control Act Compliance

The Contractor shall comply with all applicable requirements of the Clean Air Act and Federal Water Pollution Control Act as set forth on Appendix F, and execute the document included as Appendix F.

A12.07 Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352 Certification

Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal agency. The Contractor shall execute the required certification attached as Appendix G.

A12.08 Access to Records

The Contractor agrees to provide the applicable California State agency, District, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018 the Montecito Water District and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

A12.09 DHS Seal, Logo and Flags

Montecito Water District and Contractor must obtain written permission from DHS prior to using the DHA seals, logos, crests or reproduction of flags or likenesses of DHA agency officials. This includes use of DHS component (e.g. FEMA, CISA etc.) seals, logos, crests or reproductions of flags or likenesses of component officials.

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

A12.10 Compliance with Federal Law, Regulations and Executive Orders

This is an acknowledgment that FEMA financial assistance may and/or will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

A12.11 No Obligation by Federal Government

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the recipient or subrecipient, Contractor, or any other party pertaining to any matter resulting from the Contract.

A12.12 False or Fraudulent Statements or Related Acts

The Contactor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

A.12.12 Domestic Preference for Procurements

The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States."

A 12.13 Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause—

(b) Prohibitions.

1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

1) This clause does not prohibit contractors from providing—

i. A service that connects to the facilities of a third-party, such as backhaul, roaming,

or interconnection arrangements; or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2) By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that:

a. Are not used as a substantial or essential component of any system; and

b. Are not used as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

END OF PART A

PART B - SPECIAL PROVISIONS - GENERAL

SECTION B1 - GENERAL PROVISIONS

B1.01 Standard Specifications

The work provided herein shall be performed in accordance with the Standard Specifications for Public Works Construction (2015 Edition). of the Southern California Chapter American Public Works Association. Part 1 (General Provisions) of the Standard Specifications is incorporated herein by reference. In case of conflict between the Standard Specifications and the Special Provisions as set forth herein, the Special Provisions set forth herein shall govern.

B1.02 Modifications to Standard Specifications

Section 1 - Terms, Definitions, Abbreviations and Symbols

1-2 Definitions

Add the following:

Furnish:	Means "Supply only, do not Install."
Install:	Means "install or apply only, do not furnish."
Provide:	Means "Furnish and Install."
Salvage:	Means Contractor shall salvage materials and return to Agency indicated where shown on Drawings. Salvage material with extreme care so as not to damage it for future use. Material(s) shall be cleaned and protected from dirt and the elements, and stored as directed. Damage caused by the Contractor to equipment or material specified or indicated on the Drawings to be salvaged shall be replaced or repaired by the Contractor.

1-4 Units of Measure

Replace 1-4.1 with the following **[Where U.S. Standard Measures are used in specifications]**:

1-4.1 General

The U.S. Standard Measures, also called the U.S. Customary System, is used as the principal measurement system in these specifications and shall be used for construction, unless otherwise stated in the Contract Documents defined in Part 1, Section 1-2 TERMS AND CONDITIONS of the Greenbook. However, there are material specifications and test requirements provided herein that use the International System of Units (SI or metric system), and certain metric units and conversions are included. Reference is also made to ASTM E 380 for definitions of various units of the SI system and a more extensive set of conversion factors.

Section 2 - Scope and Control of the Work

2-5 Plans and Specifications

Add the following:

2-5.1.1 Existing Site Conditions

The location of the work, its general nature and extent, dimensions, details, and other pertinent information are shown on the contract Plans, and details. The Contractor is urged to visit the sites of the work to become familiar with local conditions that may affect cost, progress, or performance of the work, and by personal investigations be satisfied as to the existing conditions affecting the work to be done. **Given the site is on private property, all site visits must be escorted by District personnel.** The Contractor shall examine thoroughly the Contract Documents prior to submitting a bid. If the Contractor chooses not to visit the site or conduct investigations, the Contractor will nevertheless be charged with knowledge of conditions which reasonable inspection and investigation would have disclosed.

It is the responsibility of each Contractor before submitting a bid to consider federal, state and local laws and

regulations that may affect the cost, progress, or performance of the Work and to study and carefully correlate the Contractor's observations with the Contract Documents. The Contractor shall notify the Engineer of all conflicts, errors, ambiguities, or discrepancies in or between the Contract Documents and such other related data.

The Contractor shall assume all responsibility for deductions and conclusions as to the difficulties in performing the work. The Contractor shall examine each site to determine the existing conditions including accessibility, existing landscapes, and pavement type and condition prior to bidding.

2-5.2.1 Conflict in Plans

As the figured dimensions shown on the drawings and in the specifications of the contract may not in every case agree with scale dimensions, the figured dimensions shall be followed in preference to the scaled dimensions, and drawings to a large scale shall be followed in preference to the drawings to a small scale. Should it appear that the work to be done, or any of the matter relative thereto is not sufficiently detailed or explained in the contract documents, the Contractor shall apply to the Engineer for such further explanations as may be necessary, and shall conform thereto as part of the contract so far as may be consistent with the terms thereof.

2-5.3.1.1 Submittal Procedures

The Contractor shall submit a minimum of three (3) sets of the following items to the Engineer for review at least five (5) working days prior to the pre-construction meeting. Issuance of a Notice to Proceed is dependent on the timelines and the proper level of detail of these submittals. Submittals shall be submitted to the Engineer in one 3-ring loose leaf binder with appropriate dividers.

Submittals shall include, but are not limited to:

A. General Requirements:

Key Personnel, Telephone Numbers, and Emergency Telephone Numbers
Construction Schedule
Traffic Control/Detour Plan

B. Water Work

Submittals for all required materials for pipe construction

Manufacturer's catalogs (or excerpts thereof) and affidavits of compliance with the contract documents shall be submitted for all materials to be used on the project. Alternate products may be used in the District's sole discretion upon submittal of the following information:

Product Data	Design Criteria
Physical Properties	Limitations of Process
Material Specifications	List of Previous Projects
Installation Specifications	Size of Completed Projects
Testing Methods	List of Current Projects
Third Party Test Data	Size of Current Projects
References*	

All references must include current names and telephone numbers

The District will not consider an alternate product that does not have adequate demonstrated experience and meet all performance requirements of this specification.

Contractor shall allow a minimum of five (5) working days for evaluation of requests for substitution or deviation from the Contract Documents.

Submittal Procedures

A. Wherever called for in the Contract Documents or where required by the Engineer, the Contractor shall furnish to the Engineer for review three (3) copies of each submittal.

B. Submit electronic submittals via email as PDF electronic files, whenever possible. If not submitting electronically, submit three (3) paper copies of each submittal, unless otherwise indicated.

C. Each submittal item shall be individually numbered so that approved and rejected submittals can be tracked.

D. Edit submittals so that the submittal specifically applies to only the equipment furnished. Neatly cross out all extraneous text, options, models, etc. that do not apply to the equipment being furnished, so that the information remaining is only applicable to the equipment furnished.

E. Present measurements in customary American units (feet, inches, pounds, etc.).

F. After the initial submittal package, a separate transmittal form shall be used for each subsequent submittal or specific item or class of material or equipment for which a submittal is required. However, transmittal of a submittal of various items using a single transmittal form will be allowed when the items taken together constitute a "package" or are so functionally related that expediency dictates review of the package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the Engineer.

G. Each transmittal shall identify the specification section that relates to item being submitted.

H. After checking and verifying all field measurements, the Contractor shall thoroughly review each shop drawing for compliance and compatibility and stamp "APPROVED" and sign each shop drawing to indicate that a thorough review was made by the Contractor and that the Contractor has approved the shop drawing for the project prior to submission for the Engineer's review.

1. Submittals shall bear a stamp or specific written indication that Contractor has satisfied its responsibilities under the Contract Documents with respect to the review of the submittal.

2. Data shown shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to enable Engineer to review the information.

I. Check samples, and accompany with specific written indication that Contractor has satisfied requirements under the Contact Documents with respect to review of submittals, and identify clearly as to material, supplier, pertinent data such as catalog numbers and the intended use.

J. Before submission of each submittal, determine and verify quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto; review and coordinate each submittal with other submittals, requirements of work, and the Contract Documents.

K. At the time of each submission, give Engineer specific written notice of each variation that the submittal may have from the requirements of the Contract Documents; in addition, make specific notation on each shop drawing submitted to Engineer for review and approval of each such variation.

L. The Engineer will review up to two (2) submittals for each item. It is considered reasonable that the Contractor shall make a complete and acceptable submittal to the Engineer by the second submission of a submittal item. All costs to review shop drawings submitted more than twice to receive a "Re-submittal Not Required" or other approval designation, shall be borne by the Contractor. The District reserves the right to withhold moneys due the Contractor to cover additional cost of the Engineer's review beyond the second submittal.

M. The Engineer's review is for general conformance to the Contract Documents and no check will be made to confirm dimensions, compatibility with other elements of the Work, or deviations from the Contract Documents which have not been specifically identified by the Contractor. Contractor is responsible for the installation of complete, functional improvements in accordance with the Contract Documents.

N. Engineer's review will be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents, not extending to means, methods, techniques, sequences, or procedures of construction (except where a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents) nor to safety precautions or programs incident thereto. The review of a separate item as such will not indicate the review of the assembly in which the item functions.

O. Where a shop drawing or sample is required by the Specifications, related work performed prior to Engineer's review and approval of the pertinent submission shall be the sole expense and responsibility of Contractor.

P. Review, acceptance, or approval of substitutions, schedules, shop drawings, list of materials, and procedures submitted or requested by Contractor shall not add to the Contract amount, and additional costs which may result therefrom shall be solely the obligation of Contractor.

Q. District is not precluded, by virtue of review, acceptance, or approval, from obtaining a credit for construction savings resulting from allowed concessions in the work or materials therefore.

R. District is not responsible to provide engineering or other services to protect Contractor from additional costs accruing from submittals.

S. Submittals processed by Engineer do not become Contract Documents and are not Change Orders. The purpose of submittal review is to establish a reporting procedure and is intended to allow the Engineer to monitor Contractor's progress and understanding of the design.

T. Delays caused by the need for re-submittal shall not constitute a basis for claim.

U. District reserves the right to modify the procedures and requirements for submittals, as necessary to accomplish the specific purpose of each submittal. Direct inquiries regarding the procedure, purpose, or extent of any submittal to the Engineer.

Administrative Submittals

A. Provide administrative submittals as may be specifically required in other parts of the Contract Documents.

B. Make required submittals promptly to the applicable federal, state, or local agency, as required by law. Failure to comply with this requirement may result in withholding of progress payments and make Contractor liable for other prescribed action and sanctions.

C. Submit to District a copy of letters relative to the Contract including notifications, reports, certifications, payrolls, and the like, that are submitted directly to a federal, state or other governing agency.

Submittal of Schedules

A. The Contractor shall submit to the Engineer, in writing, each week (day to be determined) for approval, a detailed plan and schedule for the proposed construction during the week, beginning the following Monday. Submit estimated progress schedule and preliminary schedule of submittals in triplicate to Engineer. Revise and resubmit as specified, and identify all changes made from previous schedule submittal.

B. Indicate submittal dates, and product manufacture and delivery dates, including those products furnished by District, as applicable.

C. The Contractor shall indicate in this plan and schedule any road closure(s), driveways closure(s) and doorways or other building accesses which will be affected by the proposed Work. Changes to this weekly schedule shall be submitted forty-eight (48) hours prior to the proposed change in work schedule and shall be subject to approval by the Engineer.

D. Provide a workable plan for monitoring the progress of all elements of the work, and forecast potential problems in maintaining the specified completion dates.

2-5.3.7 Record Plans

A. Contractor shall maintain, at the construction site, 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 Plans. No changes shall be made without prior written approval of the Engineer.

B. The Contractor shall record all changes to the work and deliver one (1) set of blue line prints of revised plans each month with the partial payment request. Failure to submit a record of construction changes will result in the partial payment request not being processed.

C. The Contractor shall record on a set of full-size drawings, to be given to the Engineer at the end of the project, the exact location and elevation of all buried pipelines, appurtenances, and structures, as well as any changes in equipment, dimensions, or materials. The location of all buried pipelines, appurtenances, and structures shall be represented on the record drawings by coordinates and the horizontal distance from visible above ground features. The Engineer reserves the right to review the record drawings weekly.

D. Failure to submit the final record drawings will result in the final payment request not being processed.

E. The Contractor shall adhere to the following guidelines in submitting the monthly record drawings showing changes in the original contract documents.

2-6 Work To Be Done

Add the following:

2-6.1 Suggestions to Contractor

Any plan or method of work suggested by the District or the Engineer to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the District and the Engineer shall 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.

2-6.2 Scope of Work

The work includes all and is not limited to mobilization, bonds, insurance, labor, material, supervision, and equipment necessary to construct 360 LF of 14-inch ductile iron pipe, fittings, and valves. This work also includes the removal of the existing steel highline pipeline and connected appurtenances in accordance with the design plans.

All other items of work or details not mentioned above that are required by the plans, Standard Specifications or these Special Provisions, shall be performed, placed, constructed or installed including construction area signs and traffic control systems.

2-6.3 Location of Work

The approximate work location is within the hillside west of Buckthorn Road, east of Romero Canyon, south of Bella Vista Drive, and northwest of 901 Cima del Mundo Road. For specific detail of locations see vicinity map on the project plans.

2-6.4 Work Order

The Contractor shall proceed in an orderly fashion to accommodate the maximum convenience to the public.

Once work is initiated, it shall be diligently pursued to its completion, uninterrupted during normal established working hours. No partial installation will be allowed.

Except where damage would occur to uncured concrete, all conform work and topsoil placement for planting areas shall be placed within five working days after the adjacent concrete is placed.

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

2-6.5 Work in High Fire Hazard Areas

While working in a High Fire Hazard Area, the Contractor shall abide by the following requirements at the job site:

A. Work will not be permitted on “Red Flag Alert” days. Appropriate Fire Departments will issue the warnings to the Engineer, and the Engineer will communicate them to the Contractor. Any costs related to “Red Flag Alert” conditions shall be the Contractor’s responsibility and shall be included in the bid price for performing the work. However, the contract completion time will be extended, on a one for one basis, for all days that the Contractor cannot work due to inclement weather as specified above.

B. Contractor must ensure the work crew is equipped with a charged, large capacity 2A-10-BC fire extinguisher and round point shovel to immediately stop any ground fire that could start as a result of work in these areas.

A fully stocked first aid kit, at least five gallons of potable water, liquid soap and towels for workers to clean up before breaks and after any exposure to poison oak, must be on site.

C. The Contractor shall maintain steel plates at the construction site to cover any open trench in the event that an emergency evacuation is necessary.

D. A "***No Smoking***" rule will be absolutely enforced at all times while on the job site.

E. Contractor shall ensure that all gas-powered equipment has an approved spark arrester.

F. If the Contractor plans to complete hot work operations (cutting, welding, use of open torch, brazing, glass blowing, fuel gas welding, arc welding or similar operation) on site, the Contractor will be responsible for obtaining a hot works permit . The cost of obtaining the permit shall be the responsibility of the Contractor and shall be included as part of the appropriate bid item. No separate payment will be made for the permit.

G. The Contractor shall not block any roadway with construction vehicles or equipment overnight.

H. The Contractor will be required to provide a water truck on site at all times during active construction and fire hoses must be placed next to existing, active fire hydrants.

2-7 Subsurface Data

Add the following:

2-7.1 Subsurface Exploration

It should be noted that all utilities may not be marked and the Contractor is responsible for locating all active utilities.

2-7.2 Non-utility, Subsurface Obstacles

General excavation for new pipe shall not damage existing active pipes or other substructures. Hand labor excavation will be required within one foot (1') of existing substructures to remain in service.

2-8 Right of Way

Add the following:

2-8.1 Private Property Work Restriction

Contractor shall not perform **any work that occurs on private property** until the Engineer has provided written authorization to proceed with said work.

2-9 Surveying

Add the following:

2-9.6 Monuments

Existing survey monuments shall be protected from damage. All survey monuments damaged or displaced by the Contractor, except District monuments to be replaced by the District, as shown on the plans, shall be replaced in accordance with the provisions of the Agency responsible for the damaged monument. The Contractor shall notify the Engineer of any District survey monuments that are damaged or displaced.

Ten working days prior to commencing demolition activities the Contractor shall contact the District Engineer at (805) 969-2271 to tie out District monuments and other recorded survey markers.

Section 3 - Changes in Work

3-3.1 General

Add the following:

(f) **Notification:** The Engineer reserves the right to request Extra Work services of workers and equipment from the Contractor given 24 hours written notification.

(g) **Duration:** The Engineer will and Contractor shall maintain a daily report of Extra Work listing all labor, materials, and equipment involved for each working day. A minimum period of two (2) hours for providing

labor and equipment must be accumulated by the Contractor before a payment request will be accepted by the Engineer.

Replace 3-3.2.3 Markup with the following:

3-3.2.3 Markup

(a) **Work by Contractor**. The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1) Labor	20%
2) Materials	15%
3) Equipment Rental	15%
4) Other Items and Expenditures	15%

To the sum of the costs and markups provided for in this subsection, 1 percent shall be added as compensation for bonding.

(b) **Work by Subcontractor**. When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added for the Contractor's costs and supervision.

3-5 Disputed Work

Replace 3-5 Disputed Work with the following:

If the Contractor and the Agency are unable to reach agreement on disputed work, the Agency may direct the Contractor to proceed with the work. Payment shall be later subject to mediation, arbitration - if the Agency and Contractor agree thereto, or as fixed in a court of law, or as required under Section 9-3.5 herein.

Although not to be construed as proceeding under extra work provisions, the Contractor shall keep and furnish records of disputed work in accordance with 3-3.

Section 4 - Control of Materials

4-1 Materials and Workmanship

Add the following:

4-1.1.1 Retention of Defective Work

If, in the opinion of the Engineer, the defective work is not of sufficient magnitude or importance to make the work dangerous or undesirable, or if, in the opinion of the Engineer, the removal of such work is impractical or will create conditions which are dangerous or undesirable, the District shall have the right and authority to retain such work instead of requiring it to be removed and reconstructed, but will make such deductions therefor in the payments due or to become due to the Contractor as the District may deem just and reasonable.

4-1.6.1 Substantiation of Equivalency

Unless otherwise authorized by the Engineer, the substantiation of offers of equivalency must be submitted within 35 days after award of Contract.

4-1.9 Manufacturer's Recommendations

Where the manufacturer of any material or equipment provides written recommendations or instructions for its use or method of installation (including labels, tags, manuals, or trade literature), such recommendations or instructions shall be complied with except for where the contract documents specifically require deviations.

Section 5 - Utilities

5-1 Location

Add the following:

5-1.1 Mandatory Notification Prior to Excavation

The Contractor's attention is directed to Section 4215.5 through 4216.24 of the Government Code of the State of

California. This requires that two (2) working days prior to commencing any excavation "Underground Service Alert of Southern California" be notified by telephone, toll free 1-800-422-4133, for the assignment of an Inquiry Identification Number.

No excavation shall commence unless the Contractor has obtained the Inquiry Identification Number and so notified District's Engineer.

As part of the performance required, the Contractor shall assist the District to, and provide the District with, any and all compliance required of District as an operator under the provisions of California Government Code Sections 4216-4216.5.

5-1.3 Accuracy of Utilities Information

Except for abandoned utilities, the approximate horizontal locations of the major existing surface and subsurface utilities have been indicated on the contract drawings. The utility information has been obtained from utility atlases of the various utility companies/agencies involved. The District does not guarantee the accuracy or completeness of this information. It is understood that other surface and subsurface facilities, including old and abandoned utilities not shown on the plans, may be encountered during the course of the proposed work.

5-1.4 Locating and Protecting Existing Utilities

The Contractor shall take reasonable care to protect existing underground utility service lines including curb drains from damage. Any damage caused by the Contractor's lack of reasonable care shall be repaired at the Contractor's expense. Contractor shall use extreme caution when working near street lighting or traffic signal conduit.

All utility boxes, vaults, and manholes, which will be covered or obscured by the construction, shall be referenced for future location by the Contractor. References shall be tied to two fixed objects, which also indicate the location and distance to the vault or cover.

Street lighting and traffic signal conduit for project streets may be located within the work areas. Contractor shall pothole, locate, and protect the adjacent conduit during construction of the various improvements. Utility service lines and laterals are known to cross the sidewalk installation area and when shown on the project plans may not be complete or accurate.

During construction, in advance of any work performed by the pipe installation crew, the Contractor shall excavate and pothole existing utility facilities to verify locations and allow alignment and grade revisions if necessary. Such revisions in alignment and grade shall be approved by the Engineer. The contractor is responsible for contacting Underground Service Alert to have the utility locations marked. Full compensation for utility location shall be considered in the various items of work requiring excavation and no additional compensation will be allowed therefore.

Private lines for irrigation, water service, and sewer lateral connections are known to exist within the project site. Although some as-built drawings are available at the District , the actual location of irrigation system piping and buried wiring must be field verified. The information shown on the Plans is general and may not represent the actual location. Private lines that are damaged or broken by the Contractor’s operation shall be repaired or replaced as directed by the engineer at the Contractor’s expense

The District does not assume any responsibility for Contractor’s delay or damage to the work caused by utility ruptures or breaks during construction.

As part of the performance required, and without additional compensation, the Contractor shall assist the District to, and provide the District with, any and all compliances required of District as an operator under the provisions of California Government Code Sections 4216-4216.5.

5-3 Removal

Add the following:

5-3.1 Disposition of Good Parts

Contractor shall return to the District any parts of current issue removed in the course of construction at the option of the Engineer (such as manhole covers).

5-7 Conflicts between Contractors and Utilities

A. When there is the potential for conflicts between the Contractor’s operations and utility company operations,

the Contractor shall notify the Engineer in writing in advance of the potential conflict. The Engineer will respond in writing.

B. Work shall be suspended on the project, when deemed appropriate by the Engineer, when utility company work interferes with the Contractor's ongoing construction activities and the suspension is authorized in writing by the Engineer. The days that such work is suspended shall be considered non-working days for the purposes of this contract.

Section 6 - Prosecution, Progress and Acceptance of the Work

6-1 Construction Schedule and Commencement of Work

Replace 6-1 Construction Schedule and Commencement of Work with the following:

6-1.1 Construction Schedule and Commencement of Work

The District anticipates the beginning of construction to be approximately July 2026. This work is time sensitive and the Contractor shall commence work as soon as all contracts and submittal approvals are in place.

No later than five (5) working days prior to the pre-construction meeting, the Contractor shall submit a practical construction schedule to the Engineer for approval.

If the Contractor desires to make a major change in the method of operations after commencing construction, or if the schedule fails to reflect the actual progress, the Contractor shall submit to the Engineer a revised construction schedule in advance of beginning revised operations.

Add the following:

6-1.3 Notice to Proceed

Within five (5) days after the execution of the contract, written notice to proceed will be given by the District to the Contractor. Notwithstanding any other provision of the contract, the District shall not be obligated to accept or to pay for any work furnished by the Contractor prior to delivery of notice to proceed whether or not the District has knowledge of the furnishing of such work.

6-1.4 Pre-Construction Meeting

The Contractor shall organize a pre-construction meeting on-site to discuss construction methods and logistics, needs from the District, and identify any issues with construction.

6-1.5 Final Job Walkthrough Meeting

The Contractor shall attend the Final Job Walkthrough Meeting to be held prior to final payment at a time designated by the Engineer. The Contractor's superintendent and foreman shall be present at all times during the final job walkthrough.

The Contractor shall provide the following at the final job walkthrough meeting:

- Contract documents
- All tools and labor to expose all utilities
- Any as-builts not yet submitted.

Full compensation for schedules and meetings shall be considered incidental to the project and no separate payment shall be made. All costs related to schedules and meetings shall be included in the various other applicable items of work.

6-1.6 District Holidays

For the purposes of this Contract and Section 6-1.7.1, "Working Hours," of these Special Provisions, designated District legal holidays are:

- January 1st
- The third Monday in February (President’s Day)
- the last Monday in May (Memorial Day)
- July 4th (Independence Day)
- the first Monday in September (Labor Day)
- Thanksgiving Day

- The day after Thanksgiving Day
- December 25th

If any of the above holidays falls on a Saturday, the preceding Friday will be observed as the holiday. Holidays falling on Sunday will be observed on the following Monday.

6-1.7.1 Working Hours

Regular working hours shall be within the hours of 7:00 a.m. and 5:00 p.m., unless otherwise authorized by the Engineer. Overtime and shift work may be established as a regular procedure by the Contractor only with the written permission of the Engineer. Such permission may be revoked at any time. No work shall be permitted on Saturdays, Sundays or legal holidays, except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

It is unlawful to construct, demolish, excavate, alter or repair any building or structure between the hours of 8:00 p.m. and 7:00 a.m. without the written approval of the District Engineer. The following required information shall be provided to the District Engineer in writing a minimum of ten (10) days in advance of the commencement of the proposed work:

1. Specific date, hours and location of work
2. Complete description of work to be done
3. Number and type of equipment to be used
4. Noise mitigation measures to be employed
5. Distance of the nearest resident to the work
6. Inspection required

All costs for overtime inspection, except those occurring as a result of overtime and shift work established as a regular procedure, shall be paid by the Contractor. Overtime inspection shall include inspection required during holidays observed by the AGC and Trade Unions, Saturdays, Sundays, and any weekday between the hours of 5:00 p.m. and 7:00 a.m. Such costs will include but will not necessarily be limited to engineering, inspection, general supervision and other overhead expenses which are directly chargeable to the overtime work. All such charges shall be deducted by the District from payments due the Contractor.

6-1.7.2 Work Hours Restriction

The Contractor shall conform to all working hours required by permits from other agencies at no additional cost.

Overtime work will be permitted, upon prior approval of the Engineer, as is necessary to prevent inconvenience to facilities including but not limited to businesses, restaurants, hotels, hospitals, and medical offices.

To allow for the adequate inspection of the work by the District, the following contract items shall have the hours of work restricted as follows:

1. Restricted Working Hours: May be limited due to location and timing of construction, i.e. schools etc.

2. Construction-related truck trips (workers, equipment and deliveries): shall not be scheduled during peak traffic hours between 4 p.m. and 6 p.m. In no case shall materials delivery or distribution, hauling of excavation or demolition material, or concrete delivery be conducted during the time period listed above.

6-3 Suspension of the Work

6-3.1 General

Add the following:

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, the Contractor shall 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 the Contractor can reasonably reschedule work at a different location.

6-3.2 Archaeological and Paleontological Discoveries

Add the following:

If the Engineer stops any portion of the work due to archaeological and/or paleontological discoveries, the

Contractor shall continue work in other areas without interruption. The Engineer may order work stopped in other areas if, in the District's opinion, the find may be more extensive than it appears from uncovered material.

Should the contract be delayed beyond the required time of completion because of a stop-work order issued under the provisions of this section, the time of completion may be appropriately extended by change order. Should the need for labor, materials, or equipment arise under this section, it shall be considered as extra work in accordance with the General Conditions.

The District may provide a qualified archeologist and/or a Native American to monitor construction activities. If so, these monitors shall have the power to stop work if potentially significant features are found.

6-6 Delays and Extensions of Time

Add the following:

6-6.1 General

Whenever the Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the Contractor regards as unavoidable, the Contractor shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause in order that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if this cannot be done, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the work are to be delayed thereby. It will be assumed that any and all delays which have occurred in the prosecution and completion of the work have been avoidable delays, except such delays as shall have been called to the attention of the Engineer at the time of their occurrence and found by the Engineer to have been unavoidable.

The Contractor shall make no claims that any delay not called to the attention of the Engineer at the time of its occurrence has been an unavoidable delay.

6-6.2 Extensions of Time

In case the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with 6-9.1. The District, however, shall have the right to grant an extension of time for avoidable delay if it is deemed in the District's best interest to do so. During such extension of time, the Contractor will be charged for engineering and inspection services and other costs as provided in 6-6.5 but will not be assessed damages pursuant to 6-9.

Replace with the following:

6-6.4 Written Notice and Report

If the Contractor desires payment for a delay as specified in 6-6.3 or an extension of time, it shall file with the Engineer a written request and report of cause within ten (10) working days after the beginning of the delay. The request for payment or extension must be made at least 15 days before the specified completion date. Failure by the Contractor to file these items within the times specified will be considered grounds for refusal by the Agency to consider such request.

Add the following:

6-6.5 Compensation to District for Extension of Time

Compensation for extension of time for avoidable delay granted pursuant to 6-6.2 shall be the actual cost to the District of engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the work and which accrue during the period of such extension, except that the cost of final inspection and preparation of the final estimate shall not be included.

6-7 Time of Completion

Add the following:

6-7.4 Contract Period

The Contractor shall prosecute the work so that all portions of the project shall be complete and ready for use within 120 calendar days from the effective date of Notice to Proceed. The District anticipates providing Notice to Proceed in June 2026.

6-8 Completion, Acceptance, and Warranty

Add the following:

6-8.1 Completion and Acceptance

A job walk will be performed at such time as the Contractor indicates that approximately ten (10) items remain to be completed. A list of the remaining items (a punch list) will be prepared by the Engineer and given to the Contractor.

All punch list items shall be completed during the contract period. Failure to do so will not be considered an occasion of unavoidable delay. When all items have been completed to the satisfaction of the District Engineer, the project will be submitted to the District Board who may accept the completed work.

The Engineer, in reporting completion to the Engineer, will give the date when the work was completed. This will be the date when the Contractor is relieved from responsibility to protect the work, except for portions of the work for which the Contractor may have previously been relieved of such responsibility.

6-9 Liquidated Damages

Add the following:

6-9.1 Liquidated Damages for Avoidable Delay

For each and every day that any portion of the work remains unfinished after the time fixed for completion in the contract documents, as modified by any extension of time granted pursuant to 6-6.1.3, damage will be sustained by the District. Because of the difficulty in computing the actual material loss and disadvantage to the District, it is determined in advance and agreed to by the parties hereto that the Contractor will pay the District the amount of damages set forth herein as representing a reasonable forecast of the actual damages which the District will suffer by the failure of the Contractor to complete the work within the stipulated time. The execution of the agreement shall constitute acknowledgment by the Contractor that he or she has ascertained and agrees that the District will actually suffer damages in the amount herein fixed for each and every day during which the completion of the work is avoidably delayed beyond the stipulated completion date.

Unless otherwise provided in the contract documents, the Contractor shall have no claim or right of action against the District for damages, costs, expenses, loss of profits, or otherwise because or by reason of any delay in the fulfillment of the contract occasioned by any cause or event within or without the Contractor's control, and whether or not such delay may have resulted from anything done or not done by the District of the contract.

Damages for avoidable delays shall be in the amount of $750.00 for each consecutive calendar day in excess of the time specified for completion of the work.

Section 7 - Responsibility of the Contractor

Add the following:

7-2.2 Prevailing Wages (Supersedes Section 7-2.2)

The Work is a public work pursuant to Labor Code Section 1720 et seq. of the California Labor Code and is subject to the requirements of the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements as determined by the Director of the Department of Industrial Relations. The applicable California prevailing wage rate can be found at www.dir.ca.gov.

Contractors shall pay all workers on Work performed not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the Work is to be performed. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the Work and the amount of travel incurred by workers on the Work, certain travel and subsistence payments may also be required. The Contractor and Subcontractors can find information about such special rates, holidays, premium pay, shift work, and travel and subsistence requirements at www.dir.ca.gov.

The Contractor shall be responsible for compliance with the requirements of Section 1777.5 of the California Labor Code relating to apprentice public works contracts. Only bona fide apprentices actively enrolled in a

California Division of Apprenticeship Standards approved program may be employed on the Work as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages/fringes for the classification of work performed.This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Conttactor shall post job site notices, as prescribed by regulation. Contractor shall comply with all requirements of Labor Code 1771.4, including the submittal of records specified in Labor Code Section 1776, except for the requirements that are exempted by the Labor Commissioner.

Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. No Contractor or Subcontractor shall be allowed on the Work unless they are and remain properly registered with the DIR as a public works contractor. This includes all licensed contractors as well as professional services and other types of work for which prevailing wages are required to be paid. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time the Contract is awarded.

Contractor and all subcontractors performing Work are req are required to comply with Labor Code Section 1771, 1773.2, 1774, 1775, 1776, 1777.5, 1813 and 1815.

7-2.2.3 Certified Payroll Requirements (Supersedes 7-2.3)

The Contractor shall comply with all applicable provisions of Section 16100 of Title 8 of the California Code of regulations, which require the Contractor to keep accurate records of work performed as provided in Labor Code Section 1812, to allow District to inspect contractor's payroll records pursuant to Labor Code Section 1776 and Section 16400(e) of Title 8 of the California Code of Regulations, and to comply with all requirements imposed by law. All certified payroll shall be submitted at least bi-weekly to the Department of Labor Standards Enforcement eCPR website located at http://www.dir.ca.gov/dlse/dlsePublicWorks.html. Contractors will be required to register at the site to submit certified payroll. The District reserves the right to withhold progress payments until all proper certified payrolls have been entered and verified. Contractor shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Add the following:

7-3.1 General (Supersedes 7-3.1)

Liability Insurance Required of the Contractor.

The Contractor shall, at its sole cost and expense, obtain and maintain at all times during the entire period of performance under the Contract, including the warranty period described in Section 6-8.3 of the Greenbook, the liability insurance as outlined in this Section. Before the Contract is executed on behalf of District, and throughout the period that such insurance is required, the Contractor shall (i) file with District a certificate or certificates of insurance, with all required additional policy endorsements, signed by a duly authorized representative of each insurer evidencing that such insurance coverage is in effect, and (ii) provide District with such other documents and/or instruments requested by District evidencing the Contractor's compliance with this section.

Additional Requirements

With respect to all insurance required to be maintained by the Contractor, the Contractor shall comply, or ensure compliance, with all of the following:

1. The Contractor must provide District with a certificate or certificate(s) of insurance (ACORD Form 25 or its equivalent) and such other evidence satisfactory to Montecito establishing that such coverage applies separately and exclusively to the Work.

2. Failure of District to demand such certificate or other evidence of full compliance with these insurance requirements, and/or failure of District to identify a deficiency from evidence that is provided, shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

3. District shall have the right, but not the obligation, of prohibiting Contractor or any Subcontractor from

entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District. Contractor shall not be entitled to any extension of time for completion of the Work due to Contractor's failure to provide evidence of insurance as provided herein.

4. Failure to maintain the required insurance may result in termination of the Contract at the option of District.

5. If Contractor fails to maintain the insurance as set forth herein, District shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

6. Any failure to comply with reporting or other provisions of any insurance policy, including, without limitation, breaches of warranties, shall not affect the coverage provided to the Additional Insureds.

7. The Contractor's insurance shall apply separately to each of the Additional Insureds against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause acceptable to District, such policies shall be endorsed to provide cross-liability coverage acceptable to District.

8. The Contractor shall notify District at least thirty (30) Calendar Days prior to any changes made to any of the insurance policies required hereunder, including without limitation any change in the insurance carrier or the scope of coverage.

9. All of the insurance shall be provided on policy forms satisfactory to District.

10. Any deductible or self-insured retention must be declared to and approved by District in writing. District may, in its sole discretion, require Contractor to cause the insurer to reduce or eliminate such deductibles or self-insured retentions.

11. Insurance is to be placed with insurers having a current A.M. Best's rating of no less than A-: VII or equivalent unless otherwise approved by District.

12. Contractor shall provide certified copies of all insurance policies required above within ten (10) Calendar Days of written request by District.

13. In the event that the Contractor employs Subcontractors as part of the services covered by the Contract, it shall be the Contractor's responsibility to require and confirm that each Subcontractor meets the minimum insurance requirements specified herein or such other insurance requirements approved by District. When requested by District, the Contractor shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor.

14. With respect to completed operations insurance., Contractor shall promptly provide, and/or shall cause Subcontractor(s) to promptly provide, additional certificates of insurance evidencing such coverage whenever requested by District.

15. By requiring insurance herein, District does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Montecito in this Contract.

16. Contractor shall notify District immediately if any aggregate insurance limit is exceeded at any point during the Contract period, including during the warranty period. In such a case, Contractor shall purchase additional insurance coverage to meet the requirements of the Contract.

17. Contractor shall be responsible for delivering to District the completed Work in accordance with the Contract, except as expressly provided in Section 7105 of the Public Contract Code. Should the Work be damaged by fire or other causes before acceptance of the completed Work By District, it shall be replaced by the Contractor, in accordance with the Specifications without additional expense to District. District does not carry "Course of Construction" or "Builder's Risk" insurance. It is the Contractor's responsibility to arrange its own insurance to protect its interests and fulfill the requirements stated herein.

Replace with the following:

7-3.2 General Liability Insurance (Supersedes 7-3.2)

Contractor shall obtain insurance of the types and in the amounts described below.

Commercial General Liability (CGL) and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) with a limit of not less than Five Million Dollars ($5,000,000) each occurrence. CGL may be supplemented with commercial umbrella insurance to attain the required limit. On projects with a Contract Amount less than One Million Dollars, the limit may be reduced from Five Million Dollars ($5,000,000) to Three Million Dollars ($3,000,000). If such CGL insurance contains a general aggregate limit, it shall apply separately to this project by including ISO Designated Construction Project(s) General Aggregate Limit endorsement CG 25 03 or a substitute providing equivalent coverage. CGL insurance shall be written on ISO occurrence form CG 00 01 12 07 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract. Umbrella Liability Insurance shall provide additional insured coverage and per project status as required for the CGL Insurance.

The Additional Insureds are defined as Montecito Water District and its directors, officers, employees, agents and volunteers and any other individuals or entities required in any contract conditions to be named as additional insureds. The Additional Insureds shall be included as an insured under the CGL, using ISO additional insured endorsements CG 20 10 and CG 20 37 or their equivalents. ISO endorsement CG 20 37 shall include coverage for the Additional Insureds with respect to liability arising out of the completed operations of Contractor, and which coverage shall be maintained in effect for the benefit of the Additional Insureds for a period of two (2) years following the issuance of the Statement of Acceptance by Montecito Water District. Additional insured coverage as required in this subparagraph shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Additional Insureds. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. Any insurance, self-insurance, or other coverage, if any, maintained by the Additional Insureds shall be non-contributory.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract, or liability arising from explosion, collapse, or underground property damage.

Coverage under the policy shall include bodily injury and property damage arising from equipment that District as temporarily placed in the custody of Contractor.

Continuing Completed Operations Liability Insurance

Contractor shall maintain CGL and, if necessary, commercial umbrella liability insurance with a limit of not less than Three Million Dollars ($3,000,000) each occurrence for a least two (2) years following the issuance of the Statement of Acceptance by District. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 12 07 (or a substitute form providing equivalent coverage) and shall, at a minimum, cover liability arising from products-completed operations and liability assumed under an insured contract. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01 12 07.

Replace with the following:

7-3.3 Worker's Compensation Insurance (Supersedes 7-3.3)

At all times during the entire period of performance under the Contract, including throughout the warranty period(s) required under the Contract, the Contractor and all Subcontractors shall maintain workers' compensation and employer's liability insurance covering all persons employed directly by them or through subcontractors in carrying out the Work, all in accordance with California law including the California "Workers' Compensation and Insurance Act" and any amendments thereto. Workers' compensation insurance shall not be required for contracts to furnish materials and equipment only. The commercial umbrella and/or employer's liability limits shall not be less than one million dollars ($1,000,000) each accident for bodily injury by accident or one million ($1,000,000) each employee for bodily injury by disease.

Before the Contract is executed on behalf of District, the Successful Bidder shall furnish evidence satisfactory to Montecito that such workers' compensation insurance and employer's liability insurance is in place. Contractor waives all rights against the District, the Engineer, the public and private owners of all properties where the Work will be performed, the individuals or entities required in the Special Conditions to be named as additional insureds, and their respective directors, officers, employees, agents and/or volunteers for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to the Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to effect this waiver. Montecito, its officers, employees and agents, shall not be held responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this requirement.

Replace with the following:

7-3.4 Automobile Liability (Supersedes 7-3.4)

Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than One Million Dollars ($1,000,000) each accident.

Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos) used by Contractor.

Business auto coverage shall be written on ISO form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01. The policy shall not possess any endorsements that in any manner whatsoever restrict coverage as it pertains to the Additional Insureds.

If the Work involves transportation of hazardous materials, pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos, endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached.

Contractor waives all rights, if any, against District, the Engineer, the public and private owners of all properties where the Work will be performed, the individuals or entities required in the Special Conditions to be named as additional insureds, and each of their respective directors, officers, employees, agents, and/or volunteers for recovery of damages to the extent such damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Contractor pursuant to these Instructions or under any applicable auto physical damage coverage.

Add the following:

7-3.5 Builders Risk Insurance

Contractor shall purchase and maintain in force builders risk insurance on the Work. Such insurance shall be written on a completed value form and in an amount equal to the Contract Amount plus fifteen percent (15%), subject to subsequent modifications of the Contract Amount. The insurance shall:

1) Apply on a replacement cost basis.

2) Name as insured District, Contractor, and all subcontractors in the Work.

3) Contain a provision that the insurance will not be canceled or allowed to expire until at least thirty (30) Calendar Days' prior written notice has been given to District.

4) Cover the entire Work at the Site, including reasonable compensation for engineers' services

and expenses made necessary by an insured loss. Insured property shall include temporary structures, buildings and falsework, portions of the Work located away from the Site but intended for use at the Site, and shall also cover portions of the Work in transit. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance, or regulation.

5) At a minimum, cover the same perils as insured under the ISO special causes of loss form (CP 10 30) and shall be endorsed as needed to provide full coverage for loss or damage from collapse, including consequential damage to other covered property caused by collapse resulting from design error.

6) Be maintained in effect until the date on which Final Payment has been made.

Any deductible applicable to the insurance purchased in compliance with Subsection this Section shall not exceed ten thousand dollars ($10,000), and any insured making a claim to which a deductible applies shall be responsible for up to ten thousand dollars ($10,000) of the loss not insured because of the deductible. If any part of a loss is not covered because of the application of a higher deductible amount, such loss shall be paid by Contractor.

Before the Contract is executed, the Contractor shall provide to Owner a copy of the insurance policy obtained in compliance with this Section. If the policy is not available, Contractor shall provide an accurate summary of the policy's coverages, conditions, exclusions, and endorsements, and a copy of the policy itself within 10 Calendar Days after receiving it and before commencing work at the Site.

If District is damaged by the failure of Contractor to maintain insurance as required in this Section, the Contractor shall bear all reasonable costs properly attributable to that failure.

Contractor shall purchase and maintain boiler and machinery (equipment breakdown) insurance covering insured objects during installation and until final acceptance by Owner. This insurance shall name as insured Owner, Contractor, and subcontractors and sub-subcontractors in the Work.

Waiver of Subrogation. Owner and Contractor waive all rights against each other and each of their subcontractors, sub-subcontractors, officers, directors, agents, and employees, for recovery of damages caused by fire and other perils to the extent covered by builders risk insurance purchased pursuant to the requirements of this Section, or any other property insurance applicable to the Work.

If the builders risk insurance and other property insurance policies purchased as required above do not allow the insured to waive rights of recovery against others prior to loss, Contractor shall cause them to be endorsed with a waiver of subrogation as required above.

Partial occupancy or use of the Work shall not commence until the insurance company or companies providing insurance as required in this Section have consented to such partial occupancy or use. District and Contractor shall take reasonable steps to obtain consent of the insurance company or companies, and agree to take no action, other than upon mutual written consent, with respect to occupancy or use of the Work that could lead to cancellation, lapse, or reduction of insurance.

Add the following:

7-3.6 Hold Harmless

Contractor's Responsibility for Defense and Indemnification.

Definitions. As used herein:

"Indemnitees" means and includes Montecito Water District and its directors, officers, employees, agents and volunteers and any other individuals or entities required in any contract conditions to be named as indemnitees.

"Losses" means and includes any and all suits, claims, demands, causes of action, proceedings, damages (including, without limitation, damages to the Work itself), costs, expenses, attorneys' fees, penalties or liabilities, in law or in equity, of every kind or nature whatsoever.

Duty to Indemnify. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Indemnitees and each of them from and against:

1) Any and all Losses for, injury to or death of any person including, but not limited to the Contractor and Indemnitees, or any of them, and any and all Losses for damages to or destruction of property of any person, including, but not limited to the Contractor and Indemnitees, or any of them, which Losses arise out of or in any manner directly or indirectly relate to the Work, including without limitation any Losses arising from or relating to any improper materials, implements, or appliances used in construction, however caused, or from the negligence or carelessness of the Contractor or the Contractor's agents or employees or subcontractors, in the performance of the Work, or in guarding or maintaining the Work, or by or on account of any act or omission of the Contractor, the Contractor's agents or employees or subcontractors, or from the negligence or willful misconduct of the Contractor or the Contractor's agents or employees or subcontractors;

2) Any and all Losses arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of the Contractor or the Contractor's employees or agents or subcontractors; and

3) Any and all Losses arising out of, resulting from or on account of the failure, neglect, or refusal of the Contractor or the Contractor's employees or agents or subcontractors, to faithfully perform the Work and all of the Contractor's obligations, whether expressed or implied, under the Contract.

The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Indemnitees, and any of them, in any and all such suits, claims, actions, or other proceedings. The Contractor's duty to indemnify shall not be affected or in any way diminished by the fact that the Indemnitees, or any of them, may have jointly caused or contributed to the liability or claim by their acts, omissions, conduct or negligence, provided however, that nothing herein shall require the Contractor to indemnify District, for liability resulting from District's sole or active negligence or willful misconduct or for defects in design furnished by District.

Duty to Defend. To the fullest extent allowed by law, the Contractor shall defend, through counsel of District's choice, at the Contractor's own cost, expense and risk, any and all such aforementioned suits, claims, demands, causes of action, proceedings, damages, costs, expenses, losses, penalties or liabilities, or other proceedings of every kind that may be brought or instituted against the Indemnitees, and any of them. The Contractor's duty to defend shall not be affected or diminished by assertions or allegations that the Indemnitees, or any of them, are, or may be partially, actively or solely negligent or may have jointly caused or contributed to the liability or claim by their acts, omissions, conduct or negligence.

Reimbursement Obligation. The Contractor shall reimburse the Indemnitees, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in enforcing the defense or indemnity provisions of the Contract.

Insurance Proceeds. The Contractor's obligation to indemnify and defend shall not be restricted to insurance proceeds, if any, received by the Indemnitees.

Subcontractor's Duties of Defense and Indemnity. The Contractor shall include provisions in its subcontracts requiring defense and indemnification of the Indemnitees on the same terms required hereunder.

7-5 Permits

Add the following:

7-5.1 Permits

The District will obtain all applicable permits and provide these to the Contractor. The Contractor shall conform to all of the regulations and requirements of all permits issued to the District related to this project.

7-8 Work Site Maintenance

Add the following:

7-8.3 Noise Control

The Contractor shall comply with all applicable noise control regulations.

The Contractor shall use only such equipment on the work, and in such state of repair, that the emission of sound therefrom is within the manufacturer's noise tolerance level of that equipment; and as established by accepted standards of the industry. Should it be determined that the muffling device on any equipment used on the work is ineffective or defective so that the noise tolerance of such equipment, as established by accepted standards of the industry, is exceeded, such equipment shall not, after such determination, be used on the work until its muffling device is repaired or replaced so as to bring the noise tolerance level of such equipment within such standards.

Add the following:

7-8.7 Cleanup and Dust Control

The Contractor shall prevent dust, grit, excessive noise, and other nuisances in and around the work areas during the entire contract period, including holidays and weekends.

During site grading and transportation of fill materials, and heavy vehicle movement, regular water sprinkling shall occur, using reclaimed water whenever the Engineer determines that it is reasonably available. During clearing, grading, earth moving or excavation, sufficient quantities of water, through use of either water trucks or sprinkler systems, shall be applied to prevent dust from leaving the site. At a minimum, this will include wetting down such areas in the late morning and after work is completed for the day. Each day, after construction activities cease, the entire area of disturbed soil shall be sufficiently moistened to create a crust. Increased watering frequency will be required whenever the wind speed exceeds 15 mph.

Trucks transporting fill material to and from the site shall be tarped from the point of origin. The haul route(s) for all construction-related trucks, three tons or more, entering or exiting the site, shall be approved by the Engineer. After clearing, grading, earth moving or excavation is completed, the entire area of disturbed soil shall be treated to prevent wind pickup of soil. This may be accomplished by:

a. Spreading soil binders;

b. Sufficiently wetting the area down to form a crust on the surface with repeated soakings as necessary to maintain the crust and prevent dust pickup by the wind;

c. Other methods approved in advance by the Air Pollution Control District.

All roadways, driveways, sidewalks, etc., should be paved as soon as possible after grading unless seeding or soil binders are used.

The Contractor shall dispose of all excess excavated materials daily and bear all costs or retain any profit incidental to such disposal.

If the Contractor fails to control dust in accordance with these contract specifications, the District reserves the right to hire another Contractor or agency to perform this work on a "force account" basis. The total cost for performing this dust control work using another Contractor or agency will be deducted from the total contract price at final payment.

7-8.8 Water for Construction

Reasonable quantities of water for construction purposes as required by these Specifications shall be provided by the District. Contractor is responsible for providing all necessary temporary piping and appurtenances for construction water.

Contractor shall be responsible for all temporary construction facilities required for the work. Contractor shall make all arrangements with utility service companies for temporary services and shall pay all costs associated therewith.

Water is available at the project site. The Contractor shall make all arrangements with the District for obtaining the water, making connection with the water source, transporting the water, and all other arrangements concerning water to be used by the contractor. Construction water will be provided by the District at the District's expense. All temporary water service shall be obtained, installed, used, and removed in accordance with District requirements and regulations. There will be no cost to the contractor for the construction water itself. However, the Contractor

must provide means, at their sole expense, for connecting into the District water main nearest the site, and boosting the water pressure at the project site to meet all requirements, including disinfection.

7-9 Protection and Restoration of Existing Improvements

Add the following:

7-9.1 Protection and Restoration of Existing Improvements

After the Contract is awarded and before the commencement of work, Contractor and Engineer shall make a thorough examination of all existing buildings, structures, and other improvements in the vicinity of the work, as applicable, which might be damaged by construction operations. Periodic examinations of existing structures and other improvements in the vicinity of the work shall be made jointly by authorized representatives of the Contractor, Engineer, and the affected property owners. The scope of the examination shall include cracks in structures, settlement, surface conditions, broken pipes and sprinklers, leakage, and similar conditions. Records in triplicate of all observations shall be prepared by the Contractor and each copy of every document shall be signed by the authorized representative of the District and of the Contractor. Photographs, as requested by the District, shall be made by the Contractor and signed in the manner specified above. One signed copy of every document and photograph will be kept on file in the office of the Engineer. These records and photographs are intended for use as evidence in ascertaining whether and to what extent damage occurred as a result of the Contractor's operations, and may be relied upon by the Engineer as a sufficient basis for assessing charges to the Contractor for any such damages. Contractor is responsible for providing security of uncured concrete to ensure that wet concrete is not vandalized. Security is a part of the cost of construction of the sidewalk and no additional payment will be made therefore.

Interference and damage to existing improvements, utilities, buildings, irrigation, landscaping, and appurtenances by the Contractor must be repaired by and rectified at the Contractor's expense and to the District's approval and satisfaction. The Contractor shall repair the damage within 15 working days after the damage occurred.

Full compensation for protection and restoration of existing improvements shall be considered incidental to the project and no separate payment shall be made. All costs related to protection and restoration of existing improvements shall be included in the various other applicable items of work.

7-9.2 Existing Trees and Vegetation

All cultivated and landscaped areas and other surface improvements that are damaged or disturbed by actions of the Contractor shall be restored as nearly as possible to their original condition at the Contractor's expense.

Full compensation for work on existing trees and vegetation shall be considered incidental to the project and no separate payment shall be made. All costs related to work on existing trees and vegetation shall be included in the various other applicable items of work.

7-10 Safety

Add the following:

7-10.1 Public Notifications

Within five (5) days prior to beginning work that will impact water delivery to customers in the project area, the Contractor shall notify the District of the work to be completed, including location and timing of the work. The District will deliver notices to each business and resident adjacent to the Work areas included in this Contract.

7-10.1.2 Pedestrian and Bicycle Access

Pedestrian and bicycle access does not need to be maintained during construction.

7-10.1.3 Storage of Equipment and Materials in Public Streets

Add the following:

Storage of construction materials and equipment within the limits of the portion of the intersection under construction will be allowed Monday through Friday. Construction equipment shall be removed from streets on weekends and holidays. Construction materials may be allowed to remain in the public right of way if the Contractor obtains prior

consent of Engineer. The area shall be left in a neat and orderly condition on weekends and holidays, including hand sweeping to remove debris.

7-10.4 Safety

Add the following:

A. Contractor shall do whatever work is necessary for safety and be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during the Contract period. This requirement shall apply continuously and not be limited to normal working hours.

B. Safety provisions shall conform to Federal and State Departments of Labor Occupational Safety and Health Act (OSHA), and other applicable Federal, State, County, and local laws, ordinances, codes, requirements set forth herein, and regulations that may be specified in other parts of these Contract Documents. Where these requirements are in conflict, the more stringent requirement shall be followed. Contractor shall become thoroughly familiar with the governing safety provisions and shall comply with the obligations set forth therein.

C. Contractor shall develop and maintain for the duration of the Contract, a safety program that will effectively incorporate and implement required safety provisions. The Contractor shall appoint a qualified employee who is authorized to supervise and enforce compliance with the safety program.

D. Work shall be performed in a fire safe manner. Furnish and maintain on the site adequate fire fighting equipment capable of extinguishing incipient fires. Contractor shall comply with applicable federal, local, and state fire prevention regulations. Where these regulations do not apply, follow applicable parts of the National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241).

E. Engineer's duty to conduct construction review of the Contractor's performance is not intended to include a review or approval of the adequacy of the Contractor's safety supervisor, safety program, or safety measures taken in, on, or near the construction site.

F. As part of safety program, the Contractor shall maintain at its office or other appropriate location at the job site, safety equipment applicable to the Work as prescribed by the governing safety authorities, and articles necessary for giving first-aid to the injured. The Contractor shall establish procedures for the immediate removal of persons who may be injured on the job site to a hospital or a doctor's care.

G. Contractor shall do all work necessary to protect the general public from hazards, including, but not limited to, surface irregularities or unramped grade changes in pedestrian sidewalks or walkways. Barricades, lanterns, and proper signs shall be furnished in sufficient amount to safeguard the public and the work.

H. The Contractor shall construct and maintain satisfactory and substantial temporary chain link fencing, solid fencing, railing, or barricades, as applicable, at all openings, obstructions, or other hazards in streets, sidewalks, parking lots, open spaces, and other areas affected by the Work. Such barriers shall have adequate warning lights as necessary or required for safety.

I. If death, serious injuries or damages are caused, the accident shall be reported immediately by telephone or messenger to the Engineer. In addition, Contractor shall promptly report, in writing, all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on or adjacent to the site, giving full details and statements of witnesses.

J. If a claim is made by anyone against the Contractor or any subcontractor on account of accident, Contractor shall promptly report the facts to District in writing, giving full details of the claim.

Section 8 – Facilities for Agency Personnel

Section 9 - Measurement and Payment

Add the following:

9-3.5 Request for Payment

Progress payments will be made monthly by the District after receipt of a properly completed request from the Contractor. The Contractor shall submit all such requests for monthly progress payments, and shall include the following forms as applicable:

Form CC1: Progress Payment Request

This form is to be completed and signed by the Contractor and attached as a cover sheet to the request for payment. This form will be mandatory on all contract payment requests.

Form CC2: Progress Payment Request - Detail

This form may be used by the Contractor to provide the detail required to verify the payment quantities. (District will accept the Contractor's standard form if it provides the required information.)

Form CC3: Quantity Change Verification Form

This form is required before any payment can be made based on actual quantities exceeding bid quantities. At the conclusion of the contract, the District will issue a "Balancing Change Order" incorporating all quantity increases and decreases in the contract items of work.

Form CC4: Final Release Form

This form must accompany all requests for final payment.

MONTECITO WATER DISTRICT

Construction Contract
Progress Payment Request

From:

_____

Contractor

_____

Address

To: MONTECITO WATER DISTRICT
Engineering Department
583 San Ysidro Road
Montecito, California 93108

Date range for work completed_____/_____
From To

Contract No.: _____

Payment Request No.: _____

Project Name:
HIGHLINE REPAIR AT BELLA VISTA

Original Contract Amount:	$
Approved Change Orders through #:_____	$
Quantity Changes: (Requires Project Engineer verification)	$
Total Contract Amount to Date:	$

Value of Work Completed to Date:	$
Less Retention:	$
Subtotal:	$
Less Previous Payments Approved:	$
Progress Payment Requested:	$

The undersigned Contractor or Contractor's Authorized Representative certifies that to the best of his or her knowledge, information and belief, the work covered in this application for payment has been completed in accordance with the contract documents and the costs shown are true and correct.

_____ _____

Signature *Print Name*

_____ _____

Title *Date*

MONTECITO WATER DISTRICT

Construction Contract
Progress Payment Request - Detail

Date: Payment Request No: Contract No.:

Contractor:

Project Name: HIGHLINE REPAIR AT BELLA VISTA

ITEM NO.	DESCRIPTION	UNIT	BID QUANTITY	UNIT/ FIRM PRICE	IN PLACE THIS PERIOD		IN PLACE TOTAL	
					QTY. OR %	EXTN.	QTY. OR %	EXTN.
1	Mobilization	LS	1					
2	Clear and Grub	SY	3600					
3	Temporary Bypass	LF	430					
4	Steel Pipe Removal and Disposal	LS	1					
5	Ductile Iron Pipe	LF	360					
6	4” Gate Valve	EA	2					
7	12" Gate Valve	EA	2					
8	14” Gate Valve	EA	2					
9	Air Valve	EA	1					
10	Connection to Existing Highline	EA	4					
11	2” Copper Service Lateral Reconnection	EA	1					
12	Permanent Erosion Control - Geocells	SY	90					
13	Permanent Erosion Control - Hydroseeding	SY	3600					
14	Temporary Erosion Control	LS	1					
15	Contingency Item: Rock/Boulder Removal	HR	40					

Contractor Signature Date

Inspector Signature Date

MONTECITO WATER DISTRICT

Quantity Change Verification Form

Date:	Contract No.:	
Contractor:	Project Name:	HIGHLINE REPAIR AT BELLA VISTA

INSTRUCTIONS

This form is to accompany progress payments where there are quantity changes (variations in quantities authorized as part of the progress or final payment.

The quantity changes in amount of $_____ accompanying Progress Payment #_____ have been reviewed and actual quantities verified.

Project Engineer Signature *Date*

ATTACH ADDITIONAL SHEETS IF NECESSARY

Contractor Signature *Inspector Signature*

Date *Date*

MONTECITO WATER DISTRICT

Construction Contract
Final Release Payment

From: _____
Contractor

_____
Address

_____

Date: _____

Contract No. _____

Payment Request No. _____

Project Name: HIGHLINE REPAIR AT BELLA VISTA

_____

_____

_____

To: MONTECITO WATER DISTRICT
Engineering Department
583 San Ysidro Road
Montecito, California 93108

Upon settlement of final quantities and approval of a Notice of Completion for the project by the Engineer, including any approved changes, this document shall be effective to release any and all further rights of the Contractor to security for payment, including any worker's, mechanic's or material supplier's lien, stop notice claim or right to bond that the undersigned may have for the work furnished for the project. This document is offered as evidence for settlement of final payment and to induce the Engineer to approve such final payment for Contractor in connection with the project named.

This release covers the final payment to the undersigned for all labor, services, equipment and material furnished on the job, including the work of all subcontractors and all materials furnished for all suppliers, and other agents acting on behalf of the undersigned on this work. There are no disputed claims for additional work.

_____ _____
Contractor Signature: *Print Name:*

_____ _____
Title: *Date:*

NOTICE: A signed final release is required with submittal of request for payment.

Add the following:

9-3.5 Required Claims Procedures

For claims of the Contractor arising out of this Contract, Contractor shall not be entitled to payment for any act, condition, circumstance, or failure to act, by the District, including refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless Contractor shall have given the Engineer written notice of potential claim as herein provided. Compliance with this Section shall not be a prerequisite to matters within the scope of specific protest provisions contained elsewhere in these specifications.

A written notice of potential claim shall set forth the reasons for which the Contractor believes compensation will or may be due, the nature of the costs involved, and insofar as possible, the amount of the potential claim. Said written notice of potential claim shall be given to the Engineer within fifteen (15) days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim. Where it may be anticipated that work, damages or a claim may arise from any circumstance, occurrence or something required to be done, Contractor shall give notice to the Engineer of such potential claim or damages at the earliest time possible.

The Contractor shall promptly provide the Engineer with any information and evidence necessary for the Engineer to determine the extent and cause for the costs or damages claimed. The Engineer shall order or provide a review and analysis of the evidence regarding such potential claim and shall inform the Contractor as regarding any determinations within thirty (30) days after submission of the evidence of potential claim. If no determination is made within such thirty (30) days, the Contractor may proceed as if the claim were rejected by the District.

It is the intention of this Section that differences between the parties arising under and by virtue of the contract be brought to the attention of the Engineer at the earliest possible time in order that damages or unexpected costs can be avoided, potential claims may be settled, if possible, or that other appropriate action taken in time to avoid unusual costs. The Contractor hereby agrees that Contractor shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

A determination to award a potential claim shall be included on completion of the work in the recommendation of the Engineer to the Engineer, provided that payment of a potential claim does not cause the total amount of the contract, including Extra Work, to exceed the total contract amount as originally approved by the District Board. In the event a determination to award a potential claim will result in a total contract amount to exceed the amount originally approved by the District Board, then the award of the potential claim must be approved by the District Board. Where the Engineer determines against an award for a potential claim the Contractor shall pursue the claim in accordance with the provisions of the California Public Contract Code.

Article 1.5 of Chapter 1, Part 3 of the California Public Contract Code (Sections 20104 et seq.) are set forth as follows:

§ 20104. Application of article; provisions included in plans and specifications
(a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.
(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
(b)(1) "Public work" means “public works contract” as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.
(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.
(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.
(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2. Claims; requirements; tort claims excluded
For any claim subject to this article, the following requirements apply:
(a) 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.
(b)(1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
(c)(1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4. Civil action procedures; mediation and arbitration; trial de novo; witnesses
The following procedures are established for all civil actions filed to resolve claims subject to this article:
(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain

a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.
(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6 Payment on undisputed portion of claim; interest on arbitration awards or judgments
(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.
(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award of judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

California Public Contract Code 9204 is set forth as follows:

(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, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

The filing of a notice of potential claim shall not relieve Contractor of the obligation to file a timely claim with the Montecito Water District in accordance with the provisions of the California Public Contract Code nor shall the filing of a notice of potential claim extend the time for filing such claim, nor shall it impact the requirement to file a Government Code claim with Montecito Water District.

Any claim in excess of $375,000 must be filed with the District Clerk not later than 30 days after the date of the decision of the Engineer that is disputed by the Contractor. Such claim must be in writing and include documents necessary to substantiate the claim. The District Engineer may order an investigation of the claim and may conduct a hearing at which the Contractor may present evidence regarding the matter. At the conclusion of any investigation and hearing the recommendation of Engineer or designee and the reasons therefore shall be forwarded to the District Board for its action on the claim. The submission of a claim in accordance with this Paragraph is a prerequisite to the institution of any civil action regarding the amount in dispute.

END OF PART B

PART C – SPECIAL PROVISIONS – TECHNICAL

SECTION C1 – GENERAL CONSTRUCTION REQUIREMENTS

C1.01 Standard Specifications

The work provided herein shall be performed in accordance with the Standard Specifications for Public Works Construction, (2015 edition) of the Southern California Chapter American Public Works Association. Part 2 (Construction Materials), Part 3 (Construction Methods), Part 4 (Alternate Materials), Part 5 (Pipeline System Rehabilitation), and Part 6 (Temporary Traffic Control) of the Standard Specifications are incorporated herein by reference. In case of conflict between the Standard Specifications and the Special Provisions, the Special Provisions shall govern.

The work provided herein shall conform to the Montecito Water District (MWD) Construction Standards, including all amendments and supplements, attached as Appendix A.

The following reference specifications may apply to portions of the work as adopted by each entity including all addenda, modifications, amendments or other lawful changes thereto:

- Caltrans Standard Specifications and Standard Plans, 2015 Edition
- California MUTCD, 2014 Edition and additional revisions
- County of Santa Barbara Department of Public Works Transportation Division, Engineering Design Standards, 2011 Edition

C1.02 Bid Schedule Work Description

The following sets forth a general description of the type of work for each bid item listed in the schedule, but is not intended to be all inclusive. All work specifically shown, called for, or indicated in the Contract Documents shall be performed whether or not specifically listed under an item description.

General Requirements Bid Items

1. Mobilization: The lump sum price paid shall include full compensation for bonds, insurance, required permits and fees, shop drawings, project phasing, supervision, coordination of concurrent work with other contractors, meetings, "as-built" plans or record drawings, cleanup of the work area including movement of personnel, equipment, supplies, and incidentals to and from the project site, and potholing; for the establishment of all other facilities necessary for work on the project; for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items of work on the project site; for work and improvements called for or implied by the Contract Documents, which are not included in the other bid items but are required to complete the Work; for furnishing all labor, materials, tools, equipment and incidentals for implementation.

2. Clear and Grub: The unit price paid per square yard shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals to remove, haul, and dispose of vegetation, loose debris including root grubbing and grinding, backfill of root holes; protection of vegetation; removal and stockpile of topsoil; providing warning and barrier fence, protection of survey benchmarks and existing structures designated to remain, compliance with applicable environmental requirements, and appurtenant work as required by contract documents.

3. Steel Pipe Removal and Disposal: The lump sum price paid shall include full compensation for furnishing all labor, tools, equipment, and incidentals for the cutting and disposal of the existing highline pipeline as shown on the design drawings. The lump sum price shall also include any existing appurtenances.

4. Permanent Erosion Control – Geocells: The unit price paid per square yard shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the ground surface preparation, placement of fill material, hydroseeding, and installation of the GEOWEB® Geocells by Presto product to the satisfaction of manufacturer requirements.

5. Permanent Erosion Control – Hydroseeding: The unit price paid per SY shall include full compensation for furnishing all labor, tools, equipment, and incidentals for the hydroseeding of disturbed areas within the area of work. Disturbed areas include but are not limited to work areas where natural vegetation were cleared and grubbed for the execution of this project to the satisfaction of the District.

6. Temporary Erosion Control: The lump sum price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for temporary erosion control during construction including but not limited to straw wattles, silt fences, etc. and all other appurtenant Work to ensure compliance with requirements set forth by the local Water Quality Control Board.

7. Contingency Item: Rock/Boulder Removal: The unit price bid for each hour (crew hour) shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, transportation, excavation, backfill, hauling, incidentals thereto, and all work necessary for excavating rocks or boulders encountered that cannot be removed with conventional trench excavation equipment. This bid item will be performed as Extra Work when considerable rock/boulder removal is encountered during the excavation.

Water Main Improvements Bid Items

1. Temporary Bypass: The lump sum price paid shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for the implementation, installation, removal, storage, transport, and maintenance of the temporary bypass piping shown on the design drawings. The unit price shall also include full compensation for furnishing all labor, tools, equipment, and incidentals for any temporary service connections in accordance to the design documents required to maintain service during construction.

2. Ductile Iron Pipe: The unit price paid per linear foot shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for installation of the entire length of the ductile iron pipe, all required joint materials, ductile iron bends, mechanical joints, restraints, megalug kits, flange fittings, and any other component required by the design drawings. The unit price shall also include full compensation for furnishing all labor, tools, equipment and incidentals for excavation and disposal of subgrade material to a total depth to satisfy the trench detail requirements shown on the design drawings. The unit price shall also include any necessary utility marking or potholing of existing pipes/conduits including water, sewer, storm drains, electrical lines, telephone lines, cable television lines and other existing utilities to determine horizontal and vertical locations of all existing underground facilities which may affect, or be affected by, the Contractor's operations. Proper shoring and bracing for deep trenches shall be included in this bid item. A proper shoring plan stamped by a registered engineer shall be submitted to the District for approval prior to excavation.

   The contract unit price per linear foot shall also include the following items:

   - Polyethylene encasement, detectable warning tape
   - removal, capping and replacement where necessary of interfering portions of existing and/or abandoned: sewers, water mains, storm drains, and improvements;
   - closing or removing of abandoned conduit and structures;
   - placing, joining, and retaining pipe, tees, crosses, bends, elbows, reducers, adapters, couplings, offsets, restrained or harnessed joints, end caps, casing chocks and other fittings;
   - abandon existing water lines and valves;
   - backfill existing valve box assemblies and water services;
   - disinfection per requirements in Section C4 – Water Main Construction Methods; and pressure testing;

3. 4" Gate Valve: The unit price paid per valve shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for satisfactory installation of the 4" resilient wedge gate valve, complete in place and operable; in accordance with the design drawings.

4. 12" Gate Valve: The unit price paid per valve shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for satisfactory installation of the 12" resilient wedge gate valve, complete in place and operable; in accordance with the design drawings.

5. 14" Gate Valve: The unit price paid per valve shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for satisfactory installation of the 14" resilient wedge gate valve, complete in place and operable; in accordance with the design drawings.

6. Air Valve: The unit price paid per air vacuum assembly shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for satisfactory installation of the air vacuum assembly; complete in place and operable; in accordance with the design drawings. This item includes a new 14" x 2" saddle around

the new 14" ductile iron water main, new 2" corporation stop, new 2" copper tubing, new 2" air vacuum valve, ball valve and concrete pad and metal air vacuum valve cover in accordance with the District Construction Standards.

7. Connection to Existing Highline: The unit price paid per connection (or "tie in") shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for satisfactory connection to the existing 14" water main in accordance with the design drawings. The unit price shall include all fittings, bends, restraints, welding, connections to existing pipe, and other required items in accordance with the design drawings.

8. 2" Copper Service Lateral Reconnection: The lump sum price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for satisfactory installation of a new service lateral in accordance with the design drawings. The unit price shall include all materials between the new water main and the existing meter including a new saddle connection on the new water main, new corporation stop, new copper tubing with any required bends, and new angle meter stop. Contractor shall reconnect the new copper service lateral to the existing meter inlet. If the existing meter box is not properly set, the Contractor shall excavate, set the meter box and meter, and connect the new service line to the meter.

C1.03 Traffic Control and Construction Signs

Contractor shall perform all traffic control and be responsible for placement, management and maintenance of construction signage to ensure safe traffic conditions on affected roadways at all times during the project.

C1.03.01 Truck Traffic Plan and Restrictions

The Contractor shall control the delivery and haul routes of all trucks having three or more axles used in conjunction with this work. This control shall extend to all such trucks owned by the Contractor, subcontractors, second and lower tier subcontractors, material suppliers, commercial hauls, and deliveries of equipment.

C1.03.02 Construction Area Signs

Construction signage indicating construction activities are occurring shall be posted in any areas accessible by the public by foot, bicycle, etc. Contractor shall ensure entire work area is secure and safe during both working and non-working hours to protect the public.

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in the Standard Specifications, the standard details for traffic control, Part 6 of the California MUTCD 2014, the traffic control and staging plan, and these Special Provisions.

The base material of construction area signs shall not be cardboard or paper.

"Rough Road" [Caltrans W33] or "Bump" [FHWA W84] signs shall be placed immediately prior to any abrupt changes in grade crossing the traffic lanes. "Loose Gravel," "Slippery," and speed advisory signs shall be placed when appropriate.

During construction, if any elevation changes of 2 inches more exists between adjacent lanes, an "uneven lanes" (W8-11) warning signs must be provided.

Barricades shall conform to the requirements of Caltrans Standard Plan A73C and these Special Provisions. All barricades placed during the hours of darkness as defined by §280 of the California Vehicle Code, shall be equipped with functional type A low intensity warning lights conforming to the requirements of Section 6F.83, "Warning Lights," of the California MUTCD 2014.

C1.03.03 Maintaining Traffic, Pedestrian Access and Transit Access

The District will obtain temporary access easements for all work completed on private property, and outside existing District easements. It is expected the contractor will access the site from Romero Canyon Road, with adequate staging and parking provided on the property to the south of the project area. The District will pay all costs associated with temporary access. The contractor and all of their employees and subcontractors will be required to sign a Non Disclosure Agreement (NDA) to access the project area.

Restrictions and closures are only permitted when necessary considering impact to the travelling public, safety and efficiency. Restrictions shall not be in place when work activities are not being performed. Restrictions shall not

be left in place simply for convenience or to avoid the need to remove barricades at the end of the work shift and reset them the following day. Restrictions shall not be left in place solely to accommodate storage of equipment, supplies, debris, etc.

When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The Contractor shall make all necessary arrangements to provide, at the Contractor's expense, vehicular access to driveways, parking areas, and private properties. The Contractor shall make all necessary arrangements for street or lane closures with the MWD Engineer and work with the MWD Engineer to notify each affected business, institution, and resident.

Driveway access restrictions may not exceed the time period strictly necessary for performing the work, which cannot be done otherwise. The Contractor shall furnish and post signs where necessary to inform the public about closures or restrictions at parking area entrances. Except as otherwise provided, the full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays, designated legal holidays and when construction operations are not actively in progress.

C1.03.04 Traffic Control System

A traffic control system shall consist of signing, flagging, and/or closing traffic lanes or streets in accordance with the details shown on the Standard Plans, the provisions of Part 6 (Temporary Traffic Control) of the Standard Specifications, and Part 6, “Temporary Traffic Control,” of the MUTCD 2014. Contractor shall provide all traffic control system details in the Traffic Control and Staging Plan.

The traffic control system shall provide for the maximum convenience and safety of both vehicles and pedestrians.

Each vehicle used to place, maintain, and remove components of a traffic control system on multi-lane roadways shall be equipped with flashing indicators which shall be in operation when the vehicle is used for placing, maintaining, or removing said components. The indicator lights shall be controllable by the operator of the vehicle while the vehicle is in motion.

If any component in the traffic control system is damaged, displaced, or ceases to operate or function as specified from any cause during the progress of the work, the Contractor shall immediately repair said component to its original condition, or replace said component and restore it to its original location. Failure by the Contractor to continuously maintain the proper traffic control devices shall be sufficient cause for the Engineer to stop all work protected by or associated with the traffic control devices.

Open trenches located within the right-of-way shall, as a minimum, be delineated with type I or II barricades which conform to the Standard Specifications, Caltrans Standard Plan A73C, and these Special Provisions. Barricades placed during hours of darkness shall be equipped with operational Type A Low Intensity Flashing Warning Lights. "Open Trench" [C27] signs shall be placed in advance of and at 100 foot intervals in all work zones containing an open trench or abrupt drop within 10 feet of the traveled way. When work is not actively in progress, two inch wide yellow plastic tape labeled "Caution" shall be used to delineate all open trenches or abrupt drops within the construction area. Steel plates shall be used to cover open trenches within five feet of any public traffic or deeper than three feet.

When lane closures are made for work periods only, at the end of each work period all components of the traffic control system, except portable barricades and delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way, shoulder, and auxiliary lanes. If the Contractor so elects, said components may be stored at selected central locations, approved by the Engineer, within the limits of the street right-of-way.

Upon completion of the work requiring traffic control, all components of the traffic control system shall be removed from the site of the work and shall become the property of the Contractor. If provided, MWD furnished signs shall be returned to the MWD clean and clear of all markings.

One-way traffic shall be controlled through the project in accordance with Caltrans Standard Plan T-13, "Traffic Control System or Lane Closure on Two-lane Conventional Highways", and these Special Provisions.

All traffic control equipment shall be of standard size unless reduced sizes are specifically approved by the Engineer

and shall conform with the provision of the California MUTCD 2014, Part 6.

C1.03.05 Traffic Control and Staging Plan

The Contractor is wholly responsible for the preparation and execution of the TC&SP. The Contractor shall, five (5) days prior to start of construction, submit to the Engineer a detailed plan for traffic control and staging of equipment and materials during the various construction operations. No construction operations shall commence without a completed TC&SP, approved by the governing agency, such as Caltrans or County of Santa Barbara, depending on the location of the work. The Contractor's attention is directed to the requirements and provisions of Part 6 of the California MUTCD 2014.

The detailed plan shall, at a minimum, include evidence of sufficient equipment, signs, flagging, pilot vehicles and other Traffic Control System components as may be required to maintain traffic circulation through, and in the vicinity of, construction operations. The plan shall show in detail how traffic will be routed through and around the construction site, including traffic from cross streets, alleys, and private driveways. The plan shall also show the location of placement for signs that will provide advance warning to through traffic of street closures. The staging plan shall clearly indicate where equipment and materials will be stored with approximate duration of use for the requested areas, i.e. during working hours only or continuously throughout project duration.

As an integral part of the traffic control and staging plan, the Contractor shall designate one person as lead for traffic control. The traffic lead shall be responsible for the proper placement and operation of all traffic control components and have available sufficient additional traffic control equipment and resources in order to quickly execute any field changes the traffic lead deems necessary. The traffic lead shall know and understand Part 6 of the California MUTCD 2014; especially understanding the proper placement and maintenance of a traffic control system.

C1.03.06 Pedestrian Trench Plates

All trench plates placed by the Contractor in the traveled way (both vehicular and pedestrian) shall have a slip resistant surface. Prior to leaving each night, plates shall be secured and tested to ensure that they do not move or rattle.

Full compensation for providing a slip resistant surface on traffic plates shall be considered as included in the unit prices paid for the various items of work, which require trench plating and no additional compensation will be allowed therefor.

Pedestrian trench plates shall be Oxford ® LowPro 15/10 Trench Cover or equal.

SECTION C2 – GENERAL CONSTRUCTION MATERIALS

C2.01 Standard Specifications

The work provided herein shall be performed in accordance with the Standard Specifications for Public Works Construction, (2015 edition) of the Southern California Chapter American Public Works Association. Part 2 (Construction Materials), Part 3 (Construction Methods) and Part 4 (Alternate Materials) of the Standard Specifications are incorporated herein by reference. In case of conflict between the Standard Specifications and the Special Provisions, the Special Provisions shall govern.

C2.02 Modifications to Standard Specifications

Section 200 – Rock Materials

200 – 1 Rock Products

200–1.2 Crushed Rock and Rock Dust

Modify as follows:

Crushed aggregate shall contain an individual sieve segregation at least 25% of particles having their entire surface area composed of faces resulting from fracture due to mechanical crushing.

200-1.5.6 Paver Bedding Sand/Leveling Course

Sand shall conform to Section 200-1.5.3, “Sand for Portland Cement Concrete”, and shall be washed and conform to the gradation specified for Portland cement concrete in Section 200-1.5.5, “Sand Gradations,” of the Standard Specifications. Sand shall consist of natural or manufactured granular material or a combination thereof, free of deleterious amounts of organic material, mica, clay and other substances not suitable for the purpose intended.

200-1.5.7 Paver Joint Sand

Sand for paver joints shall consist of natural or manufactured granular material or a combination thereof, free of deleterious amounts of organic material, mica, clay and other substances not suitable for the purpose intended. Gradation for this material shall have a maximum 100% passing the No. 16 sieve and no more than 10% passing the No. 200 sieve. Grading for joint sand shall comply with ASTM C-144.

200–2 Untreated Base Materials

Add the following:

200–2.2.3 Quality Requirements

Tests Requirements	Test Method No.	Requirements
R-Value	Calif. 301	78 min.
Sand Equivalent	Calif. 217	28 min.
Durability Index	Calif. 229	35 min.

200–2.2.4 Recycled Aggregate Base

Recycled aggregate base may be used for this project in place of Crushed Aggregate Base. Recycled aggregate base shall conform to the provisions of Section 200-2.4, "Crushed Miscellaneous Base" of the Standard Specifications. Gradation shall conform to coarse gradation. The aggregate shall not be treated with lime, cement, or other chemical materials before the Durability Index test is performed. Untreated recycled asphalt and portland cement concrete will not be considered to be treated with lime, cement, or other chemical materials for the purposes of performing the Durability Index test.

Section 203 - Bituminous Materials

Add the following:

203–3 Emulsified Asphalt

The emulsified asphalt material provided for tack coat shall be Grade SS-1h and shall conform to the requirements of Section 203-3.

203–6 Asphalt Concrete

The asphalt concrete material provided for asphalt concrete pavement shall be Class and Grade D1-PG 64-16 for

asphalt concrete pavement leveling course, Class B-PG 64-10 (3/4-inch) for asphalt concrete base course, and C2-PG 64-10 (1/2-inch or 3/8-inch) for asphalt concrete pavement finish course, unless otherwise shown or specified. The grade of binder to be used for berms and dikes shall be PG 64-16. Asphalt concrete material shall conform to the requirements of Section 203-6 of the Standard Specifications.

Tack Coat (Paint Binder) shall be SS–1, Grade 70 and shall be applied at the rate of 0.15 gallons per square yard to the entire resurfacing area of the concrete and existing asphalt pavement, designated for new pavement.

Type II Micro Seal shall be mixed in accordance with County of Santa Barbara Encroachment Permit requirements.

Section 207-10 - STEEL PIPE

207-10.1 General Replace the first sentence with the following:

These Special Provisions apply to steel pipe, 4-inch diameter and larger, for the transmission and distribution of water under pressure.

207-10.2 Fabricated Steel Pipe

207-10.2.1 General *Delete the second and third paragraphs and add the following after the last paragraph:*

Joints, outlets, and special sections shall be as shown on the Plans and as specified in these Special Provisions. Pipe manufacture shall be in accordance with the latest edition of any of the following reference specifications:

AWWA C200
ANSI/ASTM A 139
API 5 L
API 5 LX

Schedule 40 steel pipe shall be manufactured in accordance with the above specifications or the latest edition of any of the following reference specifications:

ANSI/ASTM A 53
ANSI/ASTM A 120

Dimensions and thicknesses shall comply with ANSI B36.10.

Automatic resistance welded cylinders for pipe sections shall be hydrostatically tested to the pressure required by the Reference Specifications or higher using a recording pressure gauge. Cylinders shall be individually marked for identification. Certification that the pipe meets the requirements of the applicable Reference Specification shall be mailed to the Agency per Subsection 4-1.5.

Manual welding of steel cylinders shall not be allowed, unless requested by the manufacturer and approved by the Engineer.

Steel plates or sheets used in the manufacture of fabricated steel pipe shall comply with ASTM A-36, ASTM A-1018 Grade 33 (formerly A-570 Grade 33), or ASTM A-283 Grade D with a minimum yield point strength of 33,000 psi. Design Stress shall not exceed 16,500 psi.

The Contractor shall provide the Agency with the pipe manufacturer’s certification that the pipe complies with the requirements of these Special Provisions.

Testing of pipe shall be as set forth in AWWA C200 Section 5.2.1.

Testing of special pipe sections shall be as set forth in AWWA C200 5.2.2.1.3 Liquid Penetrant.

207-10.2.2 Design Criteria Replace the last paragraph with the following:

14-inch nominal steel cylinders shall have a wall thickness of not less than 3/16 inches (U.S. Standard), unless otherwise specified on the Plans.

The Steel Cylinder shall be designed for a minimum 300 psi.

207-10.2.3 Diameter Replace the section with the following:

Prior to fabrication, Contractor shall confirm O.D. of existing pipe at connection locations shown on design drawings.

Fabricated steel pipe for the Highline replacement shall have an O.D. of 14-inches, a minimum thickness of 1/4-inches, and have a cement mortar lining and coating as specified in AWWA C205.

207-10.2.5 Joints Add the following:

Restrained pipe joints for steel pipe shall be field welded lap joints; minimum restrained lengths are as shown on the Plans. Pipe manufacturer shall provide supporting calculations.

Restrained joints shall be located where indicated, restrained joints shall be field-welded joints, either single, or inside and outside lap-weld, or butt-straps as indicated on Plans. Designs shall include stresses created by the greater of:

a. Temperature differential of 40 degrees F plus Poisson's effect in combination with hoop stress, or;

b. Thrust due to bulkheads, bends, reducers, and line valves resulting from working pressure in combination with hoop stress.

For field welded joints, design hoop stresses shall not exceed ½ the yield strength of the pipe (16,500 psi maximum).

Bell and spigot joints, butt-strap joints, and hand holes shall be located as shown on the Plans or as required by field welding conditions to repair the interior lining of the pipe.

The maximum allowable pipe deflections shall not exceed 75% of the maximum deflection recommended by the pipe manufacturer or 0.75-inch for 12-inch through 21-inch diameters and 1-inch for 24-inch and larger diameter pipe. The more stringent requirement of the two shall govern.

Add the following subsections:

207-10.2.9 Fittings

Welding fittings shall conform to ANSI B-16.9 or AWWA C208 and shall be cement mortar lined and coated unless otherwise shown on the Plans. Minimum thickness shall be greater than or equal to the thickness of the adjoining pipe and shall not be less than indicated below.

Pipe Nominal Diameter (inches)	**Design Internal Pressure (psi)**		
	125 or Less	**More Than 125 but Less or equal to 200**	**More Than 200 but Less or equal to Pmax**
20 and less	Class A (t=0.375 in.)	Class A (t=0.375 in.)	Class A (Pmax=300 psi) (t=0.375 in.)
More than 20 but less or equal to 30	Class A (t=0.375 in.)	Class A (t=0.375 in.)	Class B (Pmax=300 psi) (t=0.375 in.)
More than 30 but less or equal to 36	Class A (t=0.375 in.)	Class B (t=0.375 in.)	Class B (Pmax=250 psi) (t=0.500 in.)

More than 36 but less than or equal to 42	Class B (t=0.375 in.)	Class B (t=0.50 in.)	--

Crotch plate wrappers and collar design and reinforcement of fittings shall be in accordance with AWWA M-11. Pipe manufacturer shall provide supporting calculations.

Fabricated elbow radius shall be 2.50 unless noted otherwise. Number of pieces or segments for elbow shall be per AWWA C208 Figure 2.

Special sections shall be of the same material, size, joint type, and pressure class as the adjoining pipe for minimum thickness. (See table above.)

Screwed fittings shall be steel and shall comply with ANSI B-16.4.

Steel flanged fittings shall be butt-welding type (with companion weld-on flanges) conforming in all respects to AWWA C207, ANSI B-16.5, and ANSI B-16.1.

Fittings to be installed in soil or concrete shall have flat or plain-faced flanges. Flanges shall be per AWWA and shall be Class E flanges.

Cast and fabricated steel fittings shall have protective linings and conforming to 207-10.4.2. Cast-steel fittings shall be exterior coated with enamel or the manufacturer's recommended coating prior to being cement-mortar coated.

207-10.2.10 Welded Flanges

Flanges shall be either forged steel complying with ANSI B-16.5 and ANSI/ASTM A-181, or if shop fabricated, cut steel plate complying with AWWA C207 and dimensioned in accordance with ANSI B-16.5. Flanges installed below ground shall be flat-faced or plain-faced and suitable for use with full faced gaskets.

Pressure Ratings shall conform to the following requirements:

1) Flanges shall be per AWWA and shall be Class E flanges.

207-10.4 Protective Lining and Coating for Steel Pipe

207-10.4.1 General Replace the first paragraph with the following:

The interior and exterior surfaces of all steel pipe and special sections shall be protected from corrosion by one of the following methods, as shown on the Plans or in the Specifications.

207-10.4.2 Cement-Mortar Lining And Coating Replace the entire subsection with the following:

Cement-Mortar lining and coating shall be in accordance with the applicable sections of AWWA C205, latest edition, with the following exceptions:

Section 2.1.3, "Ribbon Mesh Reinforcement" shall not apply.

Section 4.3.1, "Cleaning Surfaces" shall be amended as follows: The interior and exterior surfaces of all pipe to which cement mortar will be applied shall be cleaned immediately before the mortar is applied. Loose scale, loose rust, and all accumulations of dirt or debris shall be removed. Oil and grease shall be removed by a volatile solvent.

Section 4.4.2, "Thickness" The following shall apply: The cement-mortar lining thickness shall be no less than the following: 5/16-inch for 14-inch O.D. pipe.

Section 4.5.5.2, "Spiral Wire" shall apply except that the wire reinforcing shall be held as near taut as permits uniform midcoating thickness embedment while the cement-mortar coating is being applied.

Section 4.4.6.1, "General" shall be amended as follows: Any portion of lining or coating of the pipe that is damaged during delivery shall be repaired in accordance with Subsection 4.4.6 of AWWA C205.

Section 4.4.7.3, *Add to the end*: When a curing compound is used to facilitate curing of the cement mortar-lining, the curing compound shall be applied to the cement mortar immediately after placing the mortar. The curing time of cement mortar so cured shall be seven (7) days. Curing compound used shall be in conformance with Section 4.2.6 of AWWA C205.

The cement-mortar lining shall reach a minimum compressive strength of 3,000 psi at 28 days.

One test sample shall be taken per each 25 lengths of water main lined, but no less than 3 test samples. The test samples shall be cured under conditions identical to the pipe lining from which they were taken.

Add the following:

Section 209-1.1 – Ductile Iron Pipe and Fittings
All ductile iron pipe joints and fittings for the project shall be fully restrained as described herein and as shown on the Plans.

Ductile Iron Pipe shall be manufactured in accordance with the requirements of ANSI/AWWA C151/A21.51. Push-on joints for such pipe shall be in accordance with ANSI/AWWA C111/A21.11 "Rubber-Gasket Joints for Ductile-Iron Pipe and Fittings."

Pipe thickness shall be designed in accordance with ANSI/AWWA C150/A21.50 “Thickness Design of Ductile-Iron Pressure Pipe,” and shall be of class shown on Plans.

Cement mortar lining and seal coating for pipe and fittings, where applicable, shall be in accordance with ANSI/AWWA C104/A21.4. Asphaltic outside coating shall be in accordance with ANSI/AWWA C151/A21.51 for pipe and ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53 for fittings. Push-on joints for pipe and fittings shall be designed for a water working pressure of 350 psi. Pipe will be double cement lined with sealcoat.

Push-on joints for such fittings shall be in accordance with ANSI/AWWA C111/A21.11.

Ductile iron pipe joints shall be restrained with external systems consisting of EBAA Iron Megalug Series 1700 Restraint Harness for Push on Joints on Ductile Iron Pipe or approved equal. Ductile iron pipe bell restraint shall be provided by a mechanical joint restraint system designed to prevent axial separation of push-on joints under internal pressure and external loads. Restraint system shall allow ductile iron pipe joints to deflect to accommodate pipe manufacturers’ joint deflection limits. Restraint components shall be manufactured of ductile iron in accordance with ASTM A536 and shall be compatible with ductile iron pipe and push-on joints meeting ANSI/AWWA C151/A21.51 and ANSI/AWWA C111/A21.11. Restrained joints shall have a pressure rating not less than the pressure class of the pipe and not less than 350 psi.

Ductile iron fittings shall be restrained with external systems consisting of EBAA Iron Megalug Series 1100 Mechanical Joint Restraint for Ductile Iron Pipe or approved equal. Mechanical joint restraint devices shall provide positive axial restraint through mechanical engagement with the pipe and shall be compatible with fittings meeting ANSI/AWWA C110/A21.10 and ductile iron pipe meeting ANSI/AWWA C151/A21.51. Restraint devices shall have a minimum working pressure rating of 350 psi, or the pressure class of the pipe, whichever is greater, and shall be designed with a minimum safety factor of 2.0 against pullout. Restraint components shall be manufactured of ductile iron in accordance with ASTM A536 and shall be suitable for buried water service. Installation shall be accomplished using standard mechanical joint tools and procedures in accordance with ANSI/AWWA C600.

Section 212-5 - Valves

212-5.1 Resilient Wedge Gate Valves

Resilient wedge gate valves and operators shall be rated to a minimum working pressure of 200 psi, and shall conform to the provision and requirements of AWWA C509. Gate valves shall be resilient rubber wedge on disc, cast or ductile iron body, mechanical joint type, with non– rising stem and parallel seats conforming to the latest revision of AWWA C509. Gate valves shall be manufactured by Mueller or approved equal.

Section 213 – Engineering Geosynethetics

Add the following:

213-6 General

This Section specifies the requirements for Geocells to be installed in accordance with the design documents. Geoweb shall be installed at the locations indicated on the Plans.

213-7 Submittals

Submit manufacturer's shop drawings in accordance with 2-5.3. Submittals including Manufacturer's product data, calculations, drawings and field representative qualifications.

Manufacturer Calculations. Provide a complete set of project calculations including a description of the static analysis performed to determine the channel and crest anchorage requirements.

1. The calculations shall be submitted at the time of bid. The calculation shall be included in an evaluation containing a written summary, plan view, cross section, calculations, and research and testing documentation. The evaluation shall be based on site specific conditions. Standard graphs and table are not acceptable.
2. The calculations shall be based on computer software developed through research and testing at an accredited university or research facility based specifically on the product being submitted including geocell infill and panel connection device. Provide third party research summary for the calculation method specific to the manufacturer's material values, infill type and panel connectors.
3. Tendon and Earth Anchor Anchorage Calculations include the following:
    a. The channel stabilization calculations shall be based on channel dimensions, bed slope, channel depth, depth of flow, Manning's coefficient, bend coefficient, minimum interface friction angle, infill type and unit weight, sub grade unit weight, cohesion and friction angle and geocell size and depth.
    b. Standard anchorage graphs and tables are not acceptable. Anchorage shall be based on site specific conditions.
    c. The minimum channel factor of safety for crest anchorage, shear and tendons shall be at least 1.40.
    d. Provide geocell size and depth.
    e. For vegetated infill, provide calculation based on research and testing summary to confirm the appropriate geocell size and depth. Provide surface protection recommendation.
    f. If required, provide a description of the geotextile separation layer and include in calculations.
    g. Provide the calculated required tension at the crest of the channel for sizing of the tendons and earth anchors.
    h. Provide tendon type, ultimate strength, density, tendon overall factor of safety and spacing.
    i. Provide earth anchor sizing based on the required tension across the crest of the channel. Include earth anchor embedment depth.
    j. Provide tendon load transfer device spacing and density.
    k. Provide crest anchorage embedment depth, depth below crest, channel angle, depth and resulting resisting force.
    l. Provide third party testing on the panel connection device showing minimum pull through resistance of 275 lbs.
    m. Provide third party testing on the tendon load transfer device showing minimum pull through resistance of 420 lbs.
    n. The stability calculations shall be in Microsoft Excel converted to Adobe PDF format.
    o. Cross section and plan view drawings shall be in AutoCAD converted to Adobe PDF format.
4. Manufacturer's Certificate of Analysis: Manufacturer shall supply certificate of analysis containing the following test results for the geocell material used for project: Base Resin Lot Number(s), Resin Density per ASTM-1505, Production Lot Number(s), Material Thickness, Short Term Seam Peel Strength, and percentage of Carbon Black. Submit qualifications certifying the installer is experienced in the installation of the specified products.
5. Submit qualifications of Manufacturer's field representative certifying the field representative is experienced in the installation of the specified products.
6. Submit certificate of compliance that all materials and resins used to produce the specified materials are 100% made by plants located in the United States per public law Build America, Buy America (BABA) included in the Infrastructure Investment and Jobs Act under Title IX, Subtitle A, Part 1.

7. No material will be considered as an equivalent to the geocell material specified herein unless it meets all requirements of this specification, without exception. Alternates must be submitted prior to the bid. Manufacturers seeking to supply what they represent as equivalent material must submit records, data, independent test results, samples, certifications, and documentation deemed necessary by the Engineer to prove equivalency. The Engineer shall approve or disapprove other Manufacturers' materials in accordance with the General Conditions after all information is submitted and reviewed. Any substitute materials submitted shall be subject to independent lab testing at the contractor's expense.

213-8 Quality Insurance

1. The Manufacturer's Quality Management System shall be certified and in accordance with ISO 9001:2015 and CE certification. Any substitute materials submitted shall provide a certification that their geocell manufacturing process is part of an ISO program and a certification will be required specifically stating that their testing facility is certified and in accordance with ISO. An ISO certification for the substitute material will not be acceptable unless it is proven it pertains specifically to the geocell manufacturing operations.
2. The Manufacturer shall provide certification of compliance to all applicable testing procedures and related specifications upon the customer's written request. Request for certification shall be submitted no later than the date of order placement. The Manufacturer shall have a minimum of 20 years' experience producing geocells and accessories.
3. Certified Installer Training Course
   a. At a minimum, the certified installer training course shall be taken by the contractor's project manager and on-site project manager.
   b. The certified training course is free of charge and consists of reviewing the Construction Resource Package. The training course is 2 hours in length.
   c. The contractor shall take the certified training course addressing best practices for base preparation, geotextile installation, engineered base composition and installation, unit installation and orientation and unit fill.
4. Pre-Construction Meeting: Prior to construction, conduct a virtual or on-site meeting to review all the requirements and expectations to complete the work. The pre-construction meeting shall be attended by all parties involved in the installation of the geocell system.
   a. Manufacturer shall provide a recommended list of all necessary tools and equipment required for installation. Installation videos and techniques shall be reviewed.
   b. Discuss any special features and requirements for the installation of the geocell system to prevent any delays and conflicts in completing the work.
5. Pre-Installation Meeting: Prior to installation of any materials, conduct a pre-installation meeting to discuss the scope of work and review installation requirements. The pre-installation meeting shall be attended by all parties involved in the installation of the geocell system.
6. Manufacturer's Field Representative Qualifications:
   a. Manufacturer shall provide a qualified field representative on-site at the start of construction to ensure the system is installed in accordance with the Contract Documents.
   b. Manufacturer's field representative shall have a minimum 10 years' installation experience with the specified products in the specified application.
   c. Manufacturer of any substitute materials to be used shall certify that a representative can meet the above criteria and will be on site for initial construction start up. Manufacturers other than Presto Geosystems will be required to provide proof the representative meets these qualifications.
7. Warranty:
   a. The Manufacturer shall warrant each section that it ships to be free from defects in materials and workmanship at the time of manufacture. The Manufacturer's exclusive liability under this warranty or otherwise will be to furnish without charge to the original f.o.b. point a replacement for any section which proves to be defective under normal use and service during the 10-year period which begins on the date

of shipment. The Manufacturer reserves the right to inspect any allegedly defective section in order to verify the defect and ascertain its cause.

213-9 Materials

1. Geosynthetic system shall be by Presto Geosystems or accepted equal.
2. Base Materials
   a. Polyethylene Stabilized with Carbon Black
      i. Density shall be 58.4 to 60.2 pound/ft^3 in accordance with ASTM D 1505.
      ii. Environmental Stress Crack Resistance (ESCR) shall be 5000 hours in accordance with ASTM D 1693.
      iii. Resistance to Oxidation shall be minimum of 100 years in accordance with EN ISO 13438.
      iv. 100% of original strip tensile strength shall be retained following exposure to accelerated weathering in in accordance with EN 12224.
      v. The Flexural Storage Modulus shall be a minimum of 800 MPa in accordance with ISO 6721.
      vi. Ultra-Violet light stabilization with carbon black.
      vii. Carbon Black content shall be 1.5 to 2 percent by weight, through addition of a carrier with certified carbon black content.
      viii. Carbon black shall be homogeneously distributed throughout material.
      ix. The manufacturer must have an in-place quality control to prevent irregularities in strip material.
3. Cell Properties
   a. Individual cells shall be uniform in shape and size when expanded.
   b. Individual cell dimensions shall be dimensions $\pm$ 10%.
   c. GW30V Cell
      i. Length shall be 11.3 inches.
      ii. Width shall be 12.6 inches.
      iii. Nominal area shall be 71.3 in2 plus or minus 1%.
      iv. Nominal depth shall be 6 inches
4. Strip Properties and Assembly
   a. Perforated Textured Strip/Cell
      i. Strip sheet thickness shall be 50 mil, minus 5 percent, plus 10 percent in accordance with ASTM D 5199. Determine thickness flat, before surface disruption.
      ii. Polyethylene strips shall be textured surface with a multitude of rhomboidal (diamond shape) indentations.
      iii. Textured sheet thickness shall be 60 mil plus or minus 6 mil.
      iv. Indentation surface density shall be 140 to 200 per in^2.
      v. Perforated with horizontal rows of 0.4-inch diameter holes.
      vi. Perforations within each row shall be 0.75 inches on-center.
      vii. Horizontal rows shall be staggered and separated 0.50 inches relative to hole centers.
      viii. Edge of strip to nearest edge of perforation shall be a minimum of 0.3 inches.
      ix. Centerline of spot weld to nearest edge of perforation shall be a minimum of 0.7 inches.
      x. A slot with a dimension of 3/8 inch x 1-3/8 inch is standard in the center of the non-perforated areas and at the center of each weld.
   b. Assembly of Cell Sections
      i. Fabricate using strips of sheet polyethylene each with a length of 142 inches and a width equal to cell depth.
      ii. Connect strips using full depth ultrasonic spot-welds aligned perpendicular to the longitudinal axis of strip.
      iii. Ultrasonic weld melt-pool width shall be 1.0-inch maximum.

iv. Weld spacing for GW30V cell sections shall be 17.5 inches plus or minus 0.10 inch.

5. Cell Seam Strength Tests
   a. Minimum seam strengths are required by design and shall be reported in test results. Materials submitted with average or typical values will not be accepted. Written certification of minimum strengths must be supplied to the engineer at the time of submittals.
   b. Short-Term Seam Peel-Strength Test
      i. Cell seam strength shall be uniform over full depth of cell.
      ii. Minimum seam peel strength shall be 480 lbf for 6-inch deep panels.
   c. Long-Term Seam Peel-Strength Test
      i. Conditions: Minimum of 7 days in a temperature-controlled environment that undergoes change on a 1-hour cycle from room temperature to 130 °F.
      ii. Room temperature shall be in accordance with ASTM E41.
      iii. Test samples shall consist of two, four-inch wide strips welded together.
      iv. Test sample consisting of two carbon black stabilized strips shall support a 160-pound load for test period.
   d. Internal Junction Efficiency
      i. Internal junction efficiency (seams) shall be determined as a ratio of junction performance to perforated strip performance, as determined by EN ISO 10319 and EN ISO 13426-1.
      ii. Internal junction efficiency (factor of safety) shall be calculated for peel, shear and separation.
      iii. Minimum internal junction efficiency shall be ≥ 100 percent.
   e. Mechanical Junction Efficiency
      i. Mechanical junction efficiency (panel to panel connection) shall be determined as a ratio of junction performance to perforated strip performance, as determined by EN ISO 10319 and EN ISO 13426-1.
      ii. Mechanical junction efficiency (factor of safety) shall be calculated for peel, shear and separation.
      iii. Minimum mechanical junction efficiency shall be ≥ 100 percent.
      iv. Connection type shall be with integral components as designated by the Manufacturer.
   f. 10,000-hour Seam Peel Strength Certification
      i. Provide data showing that the high-density polyethylene resin used to produce the geocell sections has been tested using an appropriate number of seam samples and varying loads to generate data indicating that the seam peel strength shall survive a loading of at least 209 lbf for a minimum of 10,000 hours.
6. ATRA® Tendon Clip
   a. The tendon clip is a molded, high-strength polyethylene device with a minimum pull through resistance of 420 lbs.
   b. The tendon clip is the anchorage connection method for securing sections with tendons and transferring the driving gravity forces to the cell wall and crest anchorage system.
   c. The tendon clip includes a structurally reinforced post and locking member with frictional barbs to enhance interlock with the textured wall surface.
7. ATRA® Key
   a. The keys shall be constructed of polyethylene and provide a high strength connection with minimum pull-through resistance of 275 lbs.
   b. Keys shall be used to connect sections together at each interleaf and end-to-end connection.
   c. The keys shall include a structurally reinforced handle and frictional barbs to enhance interlock with the textured wall surface to prevent mechanical joint failure including peel, shear and separation.
   d. Metal staples, zip ties, and two-piece connectors are not an acceptable panel connection method.
8. Tendon Type
   a. Woven Polyester – TP-93 Material shall be bright, high-tenacity, industrial-continuous-filament, polyester yarn woven into a braided strap.
   b. Elongation shall be 9 to 15 percent at break.
   c. Minimum break strength shall be 2090 lbf for TP-93
   d. Material shall be Kevlar Aramid material woven into a strap.

9. Infill material shall be native soil backfill. Infill material shall be free of any foreign material. Clays, silts, rocks, and debris are not acceptable infill material. Infill material shall be free-flowing and not frozen when placed in the sections.
10. Surface protection shall consist of hydroseed as specified in the Contract Documents.
11. The non-woven geotextile separation layer underlaying the geocells shall be Mirafi 180N.

213-10 Delivery, Storage, and Handling

1. Deliver materials to site in Manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and Manufacturer.
2. The materials shall be stored in accordance with Manufacturer's instructions. The materials shall be protected from damage and away from direct sunlight.
3. The materials shall be delivered, unloaded and installed in a manner to prevent and minimize damage.

213-11 Execution

1. Verify site conditions are as indicated on the drawings. Notify the Engineer if site conditions are not acceptable. Do not begin preparation or installation until unacceptable conditions have been corrected.
2. Verify layout of structure is as indicated on the drawings. Notify the Engineer if layout of structure is not acceptable. Do not begin preparation or installation until unacceptable conditions have been corrected.
3. Prepare sub grade and install channel protection system in accordance with Contract Documents and manufacturer's installation guidelines.
4. On-site time for installation assistance by the Manufacturer’s field representative shall be a minimum of 1 day with one trip. All travel and expense costs for field representative installation observation shall be included in the base bid price.
5. Sub Grade Preparation: Excavate and shape sub grade per the Contract Documents. Install geotextile separation layer in accordance with the Contract Documents and manufacturer’s recommendations.
6. Section Anchorage
    a. Anchorage requirements shall be as shown on the Contract Documents.
    b. Anchorage with Tendons, ATRA® Tendon Clips and Earth Anchors
        i. Excavate the anchor trench at the crest of the channel to the depth as shown in the Contract Documents.
        ii. Position the collapsed sections at the crest of the channel.
        iii. Measure, cut and mark each tendon with a permanent marker per the tendon clip location chart.
        iv. Starting from the first cell, count the number of cells to the next tendon clip location and repeat along that cell row.
        v. Repeat this procedure for each tendon run.
        vi. With all the tendon clips in place, thread the tendons through the I-slots in the unexpanded section.
        vii. Locate the corresponding mark on the tendon and position it in front of the cell wall. Hold the tendon and connect to the tendon clip. Refer to the Channel Installation Manual for tendon clip tie-off instructions.
        viii. Repeat this process on each tendon run.
        ix. Install earth anchors in accordance with Manufacturer’s recommendations and instructions. Earth anchor type and strength shall be as shown in the Contract Documents.
        x. Place the collapsed section in the anchor trench, secure tendons to earth anchors and expand the sections down the channel.
        xi. Connect the sections with ATRA keys at each interleaf and end-to-end connection. Insert the key through the cell wall I-slot before inserting through the adjacent cell. Turn the key 90 degrees to lock the sections together.
        xii. Adjust the section (i.e., a shake or two of the expanded section works well for this) so that the section and tendons are uniformly taut.
        xiii. Terminate the bottom of the tendons with ATRA Tendon Clips.
        xiv. Fill the anchorage trench with the specified material and compact as required by the Contract Documents.
7. Topsoil Infill Placement

a. Place infill with suitable handling equipment.
b. Infill material shall be free-flowing and not frozen when placed in the sections.
c. Limit drop height to prevent panel distortion.
d. Fill sections from the crest of the channel to toe or in accordance with Contract Documents.
e. Evenly spread infill and tamp into place ensuring the infill is flush with top of cell walls per the Contract Documents.

SECTION C3 – CONSTRUCTION METHODS

C3.01 Standard Specifications

The work provided herein shall be performed in accordance with the Standard Specifications for Public Works Construction, (2015 edition) of the Southern California Chapter American Public Works Association. Part 2 (Construction Materials), Part 3 (Construction Methods) and Part 4 (Alternate Materials) of the Standard Specifications are incorporated herein by reference. In case of conflict between the Standard Specifications and the Special Provisions, the Special Provisions shall govern.

C3.02 Modifications to Standard Specifications

Section 300 – Earthwork

300-1 Clearing and Grubbing

300-1.3 Removal and Disposal of Materials

Attention is directed to Section 300-1, “Clearing and Grubbing” of the Standard Specifications and these Special Provisions.

Add the following:

At locations indicated on the plans and in these specifications the Contractor shall saw cut, remove, and recycle existing concrete, asphalt concrete including base course, and other hardscape improvements. As feasible, the contractor shall recycle all demolished Asphalt Concrete and Portland Cement Concrete to ensure that none of the material will be disposed of at a landfill.

Concrete Removal
Concrete shall be defined as all or portions of mortared rubble masonry, brick or stone curbs, gutters and sidewalks; and Portland Cement concrete curbs, gutters, sidewalks, access ramps, gutter depressions, driveways, aprons, slope paving, island paving, barriers, retaining walls, spillways, dams, structures, foundations, footings, and all other Portland Cement concrete or masonry construction.

Concrete sidewalks, driveways, and curb and gutters shall be removed to the nearest expansion joint, contraction joint, score mark, or as otherwise directed by the Engineer. Contraction joints and score marks are to be saw cut to the depth of the existing concrete.

Any and all P.C.C. sludge generated during saw cutting shall be removed simultaneously with a suitable wet-dry vacuum and properly disposed of. Failure to sufficiently remove and properly dispose of P.C.C. sludge may result in penalties.

Tree roots shall not be cut indiscriminately with a root saw. Roots shall be cut by hand using a chain saw when encountered in excavation. Roots found to be growing above the grading plane shall be removed to a depth of six inches below the grading plane.

Broken concrete generated from concrete removal operations and debris from root removal operations shall be loaded and disposed concurrently with its removal and becomes the property of the Contractor.

Existing soil, rock, and vegetation shall be removed and disposed as required to accommodate the construction of the various types of miscellaneous concrete improvements and associated placement of aggregate base or sand bedding.

Asphalt Concrete Removal
Any existing asphaltic pavement section adjoining any of the concrete improvements to be replaced shall be removed one and one half (1 ½) feet outside of the limits of the concrete improvements.

300-2 Unclassified Excavation

300-2.1 General

Attention is directed to Section 300-2, "Unclassified Excavation", of the Standard Specifications and these Special Provisions.

The Contractor shall perform all excavation necessary to perform the required work. The excavation shall include the removal and disposal of all materials of whatever nature encountered, which shall include both rock and common excavation, including all obstructions that would interfere with the proper construction and completion of the work, and shall include the furnishing, placing, and maintaining of shoring and bracing necessary to safely support the sides of the excavations.

The Contractor shall dispose of all excess excavated material at his own expense (except materials determined to be hazardous which shall be paid for as approved extra work), and in accordance with the hauling plan.

Section 301 – Treated Soil, Subgrade Preparation and Placement of Base Materials

301-1 Subgrade Preparation

Add the following:

301-1.2 Preparation of Subgrade

The subgrade shall be cut to grade and proof rolled in order to detect isolated unstable areas. Any areas found to be yielding shall be stabilized. If unstable soils are encountered at any time during the grading operation, stabilization will be required prior to placement of aggregate base. Stabilization, if required, shall consist of removing soft, spongy or otherwise unsuitable materials to firm unyielding soil and backfilling with crushed aggregate base.

Section 310 – Painting

310-1 General

Add the following:

Pavement Delineation (pavement striping) shall conform to the provisions in Section 310, “Painting” of the Standard Specifications and as indicated on the project plans. Pavement delineation shall include removing existing traffic striping as needed and replacement in-kind of new traffic striping, stop bars, crosswalks, etc. and red curb painting, as shown on the project plans and as directed by the Engineer. All pavement markings shall be placed in conformance with the California Manual on Uniform Traffic Control Devices (CAMUTCD), 2010.

SECTION C4 – WATER MAIN CONSTRUCTION METHODS

C4.01 – Installation of Water Pipe

All water mains shall be constructed in accordance with the plans, Montecito Water District Construction Standards, the Standard Specifications and Special Provisions.

General

The Contractor shall push (or "bar") the plain end of pipe into the bell end from the bell end only. In no case shall the Contractor push the pipe from the plain end.

The Contractor shall coordinate with the MWD Engineer prior to any temporary cutting and capping of existing water mains, the installation of blow-offs or flush lines not shown on contract drawings.

Deflections and Offsets. When it is necessary to deflect the pipe from a straight line, either horizontally or vertically, the pipe shall be assembled in a straight line, then deflected to the required degree of deflection in accordance with the manufacturer's recommendations. In the case of mechanical joints, the joint shall be loosely assembled, deflected to the required degree of deflection (not exceeding manufacturer's recommendations), and the joint assembled tightly.

Detectable Tape. A continuous length of 3–inch wide detectable tape shall be centered over the water pipe at the top of the compacted backfill and shall be protected from damage or displacement during pavement resurfacing.

Debris in Pipe. At times when water main pipe laying is not in progress, the open ends of the pipe shall be closed with a water tight plug. This provision shall apply during worker breaks as well as overnight, or any other time the pipe is unattended. If water is in the trench, the seal shall remain in place until the trench is free of water. Trench water shall be kept out of the pipe at all times.

Polyethylene Encasement. All ductile iron pipe, fittings, and valves shall be wrapped in 8 millimeter polyethylene encasement per AWWA C105.

Installation Adjacent to Sewer Mains or Laterals. Any water main or service lateral being installed adjacent to a sewer lateral or main must comply with Appendix A of the Department of Health Services "*Criteria for the Separation of Water Mains and Non-Potable Pipelines*".

Cover. The Contractor shall install water pipe with a minimum cover of 36–inches, unless otherwise indicated on the plans, or if valve minimum cover requirements are greater.

Pipe Transitions. In–line transitions between Ductile Iron Pipe and other material pipe shall be accomplished by a solid sleeve coupling only. In no case shall the Contractor "stab" the "other" material pipe plain end into the ductile iron bell, nor shall the Contractor "stab" the ductile iron plain end into the "other" material pipe bell.

For pipe transitions where solid sleeve couplings cannot be installed, Contractor shall submit alternate coupling to the Engineer for approval.

Field Cutting Pipe. The cutting of pipe for inserting valves, fittings, or tie–in sections shall be done in a neat and professional manner without damage to the pipe, or any pipe coatings and linings. The Contractor shall cut the pipe so as to leave a smooth end at right angles to the axis of the pipe. Flame cutting of the pipe by means of oxyacetylene cutting equipment shall not be allowed. To assure a square cut, the pipe shall be marked around its entire circumference prior to cutting.

The cut on the pipe spigot end shall be tapered back or beveled at approximately 1/8–inch at an angle of approximately 30 degrees. This shall be accomplished with a beveling tool, machine grinder, or by file, and shall leave no sharp or rough edges. The spigot end of the pipe shall be marked in order to determine when the pipe is fully seated in the bell.

No joints are permitted within 5 feet of a mechanical joint unless indicated on the plans.

Buried Bolted Connections. All buried bolted connections, including flanged and mechanical joints, restraining harnesses, and locking retainer glands, shall be thoroughly and completely coated with a heavy film of no–oxide grease and wrapped with a 8–mil thick polyethylene encasement and taped as specified in AWWA C105.

Assemblies shall be made with new gaskets, nuts, and bolts of the proper size. Bolt heads shall be positioned to ensure free movement of nuts after installing concrete thrust blocks.

Torque Settings for Saddles. Nuts for saddles installed on ductile iron pipe shall be tightened to between 40 and 50–foot pounds torque. Contractor to provide submittal of process used to torque the saddle nuts and evidence that the tools used result in the specified torque values.

Abandonment or Removal of Existing Water Mains and Appurtenances

Existing water mains that are to be abandoned or are encountered in excavations for the new mains shall, to the extent feasible, remain in place, **and be capped or plugged with concrete** and abandoned in place after all services have been connected to the new water mains. Abandonment of water mains shall include removal of any valve cans or appurtenances. Shall be removed or abandoned as shown on Contract Drawings.

Existing Valve Abandonment:

The Contractor shall remove all existing valve boxes on abandoned water mains and restore structural and pavement section to match existing.

Waterline Shutdowns

The Contractor shall notify the MWD Engineer one-week in advance of any waterline shutdown. The Engineer will, upon notification by the Contractor and in accordance with the requirements of these specifications, notify customers of scheduled shutdowns and turnoffs, and request MWD forces to operate valves necessary for the Contractor to complete the work. The Contractor shall provide temporary water to customers as necessary. The Contractor shall not operate any existing valves to shut–off or turn on the water except in an emergency situation. When valves do not seal properly, the MWD does not guarantee a dry shutdown in which case the Contractor shall, at the Contractor's expense, provide for dewatering the trench.

Removal and Replacement Procedure

Plans for high–lining for temporary water service during main replacements shall be reviewed by the Engineer, prior to scheduling of shut–downs. All high-lines shall be disinfected with 25 mg/L free chlorine, using Table C1 of these specifications.

Disinfection of Water Mains

Prior to connecting new water mains and appurtenances to the active water system (including installation of valve clusters, fire hydrants, and service saddles/corporation stops), disinfection shall be completed in accordance with these Special Provisions, including passing the bacteriological test. The Contractor shall tie into the water system as soon as reasonably possible, but not more than 72 hours after the bacteriological test has been passed.

The Contractor shall use the Continuous–Feed Method for disinfecting water mains. This section references AWWA C651–86.

The Contractor shall use liquid chlorine or sodium hypochlorite or calcium hypochlorite in the disinfection operations.

- Liquid chlorine contains 100% available chlorine and is packaged in steel containers usually of 100–pound, 150–pound or 1–ton net chlorine weight. Liquid chlorine shall be used only (1) in combination with appropriate gas–flow chlorinators and ejectors to provide a controlled high–concentration solution feed to the water to be chlorinated; (2) under the direct supervision of a person who is familiar with the physiological, chemical, and physical properties of liquid chlorine, and who is trained and equipped to handle any emergency that may arise; and (3) when appropriate safety practices are observed to protect working personnel and the public.

- Sodium hypochlorite or calcium hypochlorite is available in liquid form in glass, rubber–lined, or plastic containers typically ranging in size from 1 quart to 5 gallons; containers of 30 gallons or larger sizes may be available in some areas. Sodium Hypochlorite contains approximately 5% to 15% available chlorine, but care must be used in control of conditions and length of storage to minimize its deterioration.

Water from the existing distribution system shall be made to flow at a constant, measured rate (measured by water meter) into the newly laid water main.

At a point not more than 10 feet downstream from the beginning of the new main, water entering the new main shall receive a dose of chlorine fed at a constant rate such that the water will have not less than 25 mg/L free chlorine. To assure that this concentration is provided, the Contractor shall use Table C1, which gives the

amount of chlorine required for each 100 feet of pipe of various diameters. Solutions of 1% chlorine may be prepared with sodium hypochlorite or calcium hypochlorite. The latter solution requires 1 pound of calcium hypochlorite in 8 gallons of water.

TABLE C1 - Chlorine Required to Produce 25–mg/L Concentration in 100 feet of Pipe (by Diameter)

Pipe Diameter (inches)	100% Chlorine (pounds)	1% Chlorine Solution (gallons)
4	0.013	0.16
6	0.030	0.36
8	0.054	0.65
10	0.085	1.02
12	0.120	1.44
16	0.217	2.60

During the application of chlorine, no part of the main being tested shall be connected to existing valves. Chlorine application shall not cease until the entire main is filled with heavily chlorinated water. The chlorinated water shall be retained in the main for at least 24 hours, during which time all valves and hydrants in the treated section shall be operated to ensure disinfection of the appurtenances.

At the end of this 24–hour period, the treated water in all portions of the main shall have a residual of not less than 10 mg/L free chlorine.

Direct feed chlorinators, which operate solely from gas pressure in the chlorine cylinder, shall not be used for application of liquid chlorine. The preferred equipment for applying liquid chlorine is a solution–feed, vacuum–operated chlorinator and a booster pump. The vacuum–operated chlorinator mixes the chlorine in solution water; the booster pump injects the chlorine solution into the main to be disinfected. Sodium Hypochlorite solutions may be applied to the water main with a gasoline or electrically powered chemical feed pump designed for feeding chlorine solutions.

When the 24–hour contact time has elapsed, the main shall be flushed with an appropriate dechlorination device installed on the outlet pipe. Adequate precaution shall be taken during flushing of the main to preclude property damage or saturation of the surrounding material. Discharge rate of pipeline shall be limited to not impact downstream properties/homes.

Upon completion of flushing, a sample of the discharge shall be collected in a bacteriological test bottle for testing by MWD. The Contractor shall comply with the County Health Department requirements for conducting the test. MWD, upon notification by the Contractor, shall arrange for the taking of the sample and shall notify the Contractor of the results as soon as they are available.

If the test fails (results are positive), the main must be disinfected, flushed, and sampled again. Such operations must be repeated until results are negative.

Full compensation for disinfection shall be considered as incidental to the project and no separate payment shall be made. All costs related to disinfection shall be included in the various other applicable items of work.

Pressure Testing Pipeline

Modify Section 306–8.9.2 of the Standard Specifications for Public Works Construction (2015 edition) as follows:

Pressure Testing Pipeline shall take place after water main disinfection and bacteriological testing, and shall be conducted per these specifications. Full compensation for pressure testing the pipeline shall be considered as incidental to the project and no separate payment shall be made. All costs related to pressure testing the pipeline shall be included in the various other applicable items of work.

Water Pressure Test

The water pressure test, or leakage test, shall establish that the section of line to be tested, including all joints,

fittings and other appurtenances, will not leak within the limits of the applicable leakage allowance.

The Contractor shall provide all necessary apparatus for testing. A double check valve assembly meeting the requirements of the County of Santa Barbara Health Department shall be used at all times. All necessary taps on the main for testing purposes shall be provided and installed by the Contractor at locations designated by the MWD Engineer.

All service saddles, corporation stops, fire hydrants, fire lines, blow–offs, air vacuum valves and appurtenances are to be installed on the main pipeline prior to testing. Tie–ins shall be observed by the MWD Engineer at operating pressure prior to backfill.

The Contractor shall apply a pressure of 1.5 times normal operating pressure for all tests. This pressure shall be maintained as constant as possible throughout the period of test. All additional water pumped in during the testing period shall be measured and recorded. The Contractor shall provide and use an air relief valve so air trapped in the line during test will not affect test results.

The test duration shall be two–hours, and the allowable leakage shall be determined by the formula:

$$L = \frac{ND\sqrt{P}}{7400}$$

where:

L = allowable leakage (gallons per hour)
N = number of joints in the length of pipeline tested
D = nominal diameter of the pipe (inches)
P = average test pressure during the test (pounds per square inch gauge)

Leakage values determined by the above formula are shown in Table C2 below:

TABLE C2 - Leakage Allowable (Gallons per 1,000 feet per hour)
(1,000 feet = 50 joints)

Pipe Size (Inches)	Test Pressure (psi)				
	50	100	150	200	250
4	0.19	0.27	0.33	0.38	0.43
6	0.29	0.41	0.50	0.57	0.64
8	0.38	0.54	0.66	0.76	0.85
10	0.48	0.68	0.83	0.96	1.07
12	0.57	0.81	0.99	1.15	1.28
14	0.67	0.95	1.16	1.34	1.50

Should the test of the pipe installed disclose leakage in excess of the specified allowable, the Contractor shall, at the Contractor's expense, locate and repair the defective joints until the leakage is within the specified allowance.

C4.02 – Main Line Valves

General

All valves used shall conform with the provisions of Section 212-5.

Fittings and valves shall be provided with support such that the pipe will not support their weight.

A valve box shall be provided for every valve in accordance with the details in the plans. The valve box shall not transmit shock or stress to the valve and shall be centered and plumb over the wrench nut of the valve, with the box cover flush with the surface of the finished pavement or such other level that may be indicated by the plans.

Depth of Cover

No portion of the installed valve stem shall be permitted to encroach into the existing pavement structural section or to be closer than 15 inches from the finished pavement grade, whichever results in greater cover requirements. In cases where a gate valve stem does not meet these depth requirements, the Contractor may propose the use of a gate valve to the MWD Engineer.

C4.03 – Water Services

General

All water service tie-ins, relocations and replacements shall be accomplished in accordance with the details in the plans.

Service Connections

A saddle connection to the water main shall be used for all water services. Bolts shall be tightened to meet the manufacturer's recommendations. Testing shall be completed by the Contractor.

Contractor shall install the meter boxes to grade after the new services are operational. Water services shall be installed perpendicular to the property line. Water services shall not be installed in a common trench with any other utility. Air trapped in the reconnected service line is to be removed during service tie-over by either opening a hose bib at the resident or opening faucets on the top floor of a multi-story building. Precautions must be followed by the Contractor to avoid having the entrapped air damaging existing plumbing connections.

Water Service Tie-Overs

All existing copper water services shall be tied over to the new ductile iron water main with size of services to match existing but must be either 1-inch or 2-inch from the existing service line to the corporation stop. A soldered copper reducer is to be used to adapt to the existing copper service. New corporation stops shall be installed for the tie-over. The Contractor shall provide additional copper tubing and fittings as required to make the tie–over of up to two feet of the dimensions shown on the plans.

All copper pipe shall be Type K conforming to ASTM B88/B88M installed in accordance with MWD Construction Standard CS104.

Water Service Replacements/Relocations

Where the existing water services are galvanized steel or plastic, where noted on the plans, or where the service is to be relocated, the entire water service shall be replaced. This replacement or relocation requires a new corporation stop, saddle, copper tubing, angle meter stop, ball valve, customer side ball valve handle, reuse of existing meter box, and all necessary fittings and appurtenances to install the service in place and operational.

Where the service connection to be replaced is connected to an existing main, the Contractor shall not retap the main, unless there is evidence of leakage.

The Contractor shall provide copper tubing and fittings as required to replace the service. Where the service is to be relocated, the existing meter box and assembly shall be removed, backfilled, and the surface shall be restored to match existing.

Temporary Highline

The Contractor shall furnish a temporary highline plan to be approved by the District to provide water service to all customers impacted by the work and related water system shutdown. Plan shall be approved by the District prior to commencing any work on the Project. Contractor shall install, disinfect and maintain a temporary water distribution main (highline) to maintain customer service throughout the duration of the Project. The size of the highline shall be 12” minimum IPS DR-11 to serve residential customers. If alternative pipe material is used, contractor shall provide a larger internal diameter that provides equivalent or increased flow capacity. The highline system furnished shall be capable of maintaining water service to customers whose service is disrupted by construction activities. Contractor shall ensure the following during construction:

- Provide temporary valves, manifolds, highline piping, hoses, pipe protection, and other equipment to highline water service. Furnish necessary labor and supervision to set up, maintain and operate highline system.

- Maintain on-site sufficient equipment and materials to ensure continuous and successful operation of highline systems. Maintain on site sufficient valves, tees, elbows, connections, tools, caps, plugs, piping, and other parts or system hardware to ensure immediate repair or modification of any part of system.
- Design piping, joints and accessories to withstand at least twice maximum system pressure, or 250 psi, whichever is greater.
- Discharge test water as approved by District. Do not discharge to ground surface, receiving waters, storm drains, or locations which may result in groundwater contamination or potential health hazards.
- Do not shut down highline system between shifts, on holidays or weekends, or during work stoppages without written permission from District. Notify parties whose service laterals will be out of service and turn off water service until pressurized service has been restored. Do not remove highline without informing District.
- Contractor shall have an experienced individual available and on-call during non-working hours to respond to leaks and make repairs to maintain temporary water service. This contact information shall be provided to the District and also customers connected to the temporary highline.
- Contractor shall make field measurements needed to install water service highline equipment before submitting shop drawings or ordering. Make minor changes in dimensions and alignments as needed to avoid utilities, landscaping or structural conflicts. Examine areas and conditions under which work of this section will be performed. Correct conditions detrimental to timely and proper completion of Work.
- Temporary piping may be placed above ground only if it is outside the travel way and does not impede vehicular or pedestrian traffic or is within an area protected by approved traffic control and staging plans. Place all other temporary piping in a recessed trench. At street crossings, temporary resurfacing of recessed trenches shall be flush with existing grade.
- Contractor shall take necessary precautions, including constant monitoring of highline piping to prevent breakage or blockage of highline system. Provide experienced personnel knowledgeable in highline equipment operation to monitor each highline when installed and operating. Protect piping from damage, vandalism, and/or theft to maximum extent possible and as shown on Plans.
- After Work is completed, Contractor shall remove temporary highline system and dispose of water in accordance with District's permit requirements. Return surrounding area, including hardscape and landscape to pre-construction condition. Contractor shall be responsible for labor, materials, equipment, and incidentals associated with temporary controls and diversions required to maintain uninterrupted flow to water customers associated with this project. Contractor shall repair without cost to District damage resulting from Contractor's negligence, inadequate or improper installation, maintenance and operation of system including mechanical or electrical failures.

END OF PART C

PART D – DRAWINGS

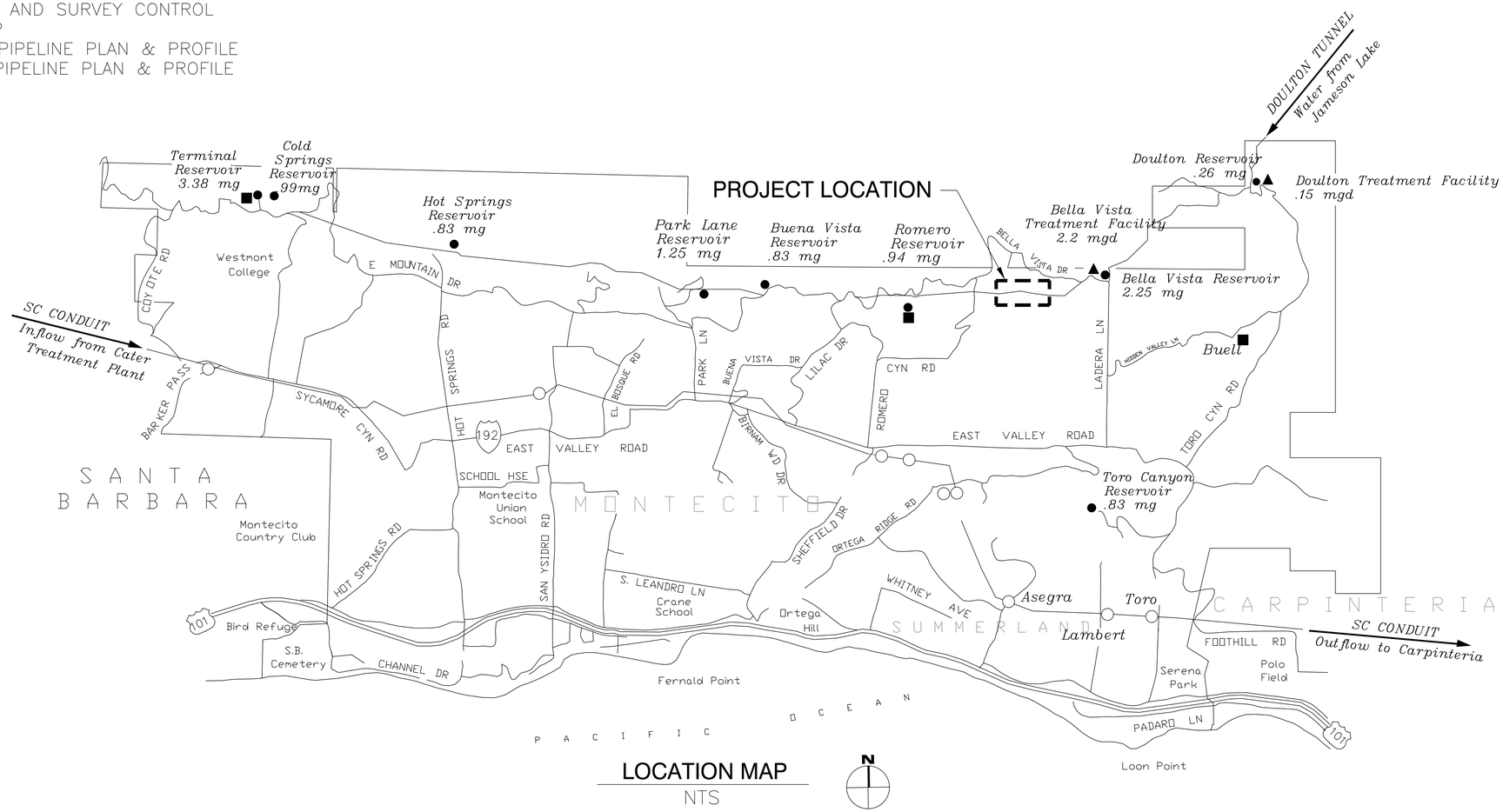
Drawings titled HIGHLINE REPAIR AT BELLA VISTA, dated March 2026, consisting of pages 1-7 are specifically included and referenced herein. An electronic copy of this drawing is available upon request from the District Office at 583 San Ysidro Road, Santa Barbara, California.s

HIGHLINE WATER MAIN REPAIR AT BELLA VISTA

MONTECITO WATER DISTRICT

DRAWING INDEX

SHEET	DESCRIPTION
A-432-1	TITLE SHEET
A-432-2	NOTES, ABBREVIATIONS, AND LEGEND
A-432-3	BOUNDARY AND SURVEY CONTROL
A-432-4	INDEX MAP
A-432-5	WESTERN PIPELINE PLAN & PROFILE
A-432-6	EASTERN PIPELINE PLAN & PROFILE
A-432-7	DETAILS



LOCATION MAP
NTS

REV	DATE	BY	DESCRIPTION
			REVISIONS

MONTECITO WATER DISTRICT
HIGHLINE WATER MAIN REPAIR AT BELLA VISTA
TITLE SHEET

RECISTERED PROFESSIONAL ENGINEER
KAREL F. MEIER
No. 71713
CIVIL
STATE OF CALIFORNIA

Design K. MEIER / F. ABBOTT
Drawn F. ABBOTT
Date MARCH 2026

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3251 BAN DIEGO AVE, STE A-130
SAN DIEGO, CA 92110
TEL 619 819 9240
FAX 619 513 5599

Drawing Scale NONE
Sheet No 1 OF 7
Date MAR 2026

A-432-1

MONTECITO WATER DISTRICT STANDARDS

1. CONTRACTOR SHALL MAINTAIN A COMPLETE AND ACCURATE RECORD OF ALL CONSTRUCTION CHANGES NOT SHOWN IN THESE PLANS AND SPECIFICATIONS FOR RECORD DRAWING INFORMATION. NO CHANGES IN CONSTRUCTION SHALL BE MADE WITHOUT PRIOR WRITTEN CONSENT OF THE DISTRICT'S ENGINEER OR DESIGNATED INSPECTOR.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE DISTRICT PROJECT REPRESENTATIVE UPON THE DISCOVERY OF, AND PRIOR TO DISTURBING, ANY PHYSICAL CONDITIONS WHICH DIFFER FROM THOSE REPRESENTED IN THESE PLANS AND SPECIFICATIONS.
3. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE IN EFFECT CONTINUOUSLY DURING THE CONSTRUCTION PERIOD AND NOT BE LIMITED TO NORMAL WORKING HOURS.
4. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR PROTECTION OF PUBLIC AND PRIVATE PROPERTY IN THE VICINITY OF THE JOB SITE AND FURTHER AGREES TO REPAIR OR REPLACE ALL EXISTING IMPROVEMENTS DAMAGED DURING THE COURSE OF CONSTRUCTION TO A CONDITION EQUAL TO OR BETTER THAN THAT PRIOR TO BEING DISTURBED. COSTS ASSOCIATED WITH REPAIR OR REPLACEMENT OF DAMAGED PUBLIC OR PRIVATE PROPERTY WHICH ARE CAUSED DUE TO CONTRACTOR'S NEGLIGENCE SHALL BE AT THE CONTRACTOR'S EXPENSE.
5. AN EFFORT HAS BEEN MADE TO DEFINE THE LOCATION OF EXISTING UNDERGROUND FACILITIES WITHIN THE JOB SITE. HOWEVER, ALL EXISTING UTILITY AND OTHER UNDERGROUND STRUCTURES MAY NOT BE SHOWN ON THESE PLANS AND THEIR SHOWN LOCATION IS APPROXIMATE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION AND DEPTH OF ALL EXISTING UNDERGROUND FACILITIES INCLUDING SERVICE CONNECTIONS WHICH MAY BE AFFECTED DURING THE COURSE OF CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING UNDERGROUND SERVICES ALERT AT 811 A MINIMUM OF 48 HRS PRIOR TO THE START OF EXCAVATION.
6. UNLESS OTHERWISE SPECIFIED HEREIN, ALL MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH AWWA C600 AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (THE GREEN BOOK) LATEST EDITION EXCEPT AS MODIFIED BY THE MONTECITO WATER DISTRICT'S LATEST APPROVED STANDARD SPECIFICATIONS FOR THE INSTALLATION OF WATER MAINS AND THE CONSTRUCTION STANDARD DRAWINGS.
7. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE HEALTH AND SAFETY LAWS INCLUDING ALL REQUIREMENTS OF THE STATE OF CALIFORNIA DIVISION OF INDUSTRIAL SAFETY.
8. CONTRACTOR SHALL ABIDE BY ALL REQUIREMENTS AND CONDITIONS OF THE ENTITY HAVING JURISDICTION OVER RIGHT OF WAY ENCROACHMENT PERMITS.
9. CONTRACTOR SHALL CONTACT THE MONTECITO WATER DISTRICT'S ENGINEERING DEPT AT LEAST 72 HOURS PRIOR TO THE START OF CONSTRUCTION AT (805) 969-2271.
10. ALL PIPE SHALL CONFORM WITH THE LATEST REVISIONS OF AWWA STANDARDS C104, C105, C110, C111, C151, AND C600.
11. PIPE JOINTS SHALL BE MECHANICAL OR PUSH ON TYPE FLEXIBLE JOINT EMPLOYING A SINGLE GASKET TO EFFECT A WATERTIGHT SEAL. THE JOINT SHALL CONFORM WITH THE LATEST REVISIONS OF STANDARDS A.N.S.I. A21.11 AND AWWA C-111.
12. ALL PIPE SHALL BE CEMENT MORTAR LINED PER AWWA C-104 AND HAVE A SEAL COAT. ALL PIPE SHALL BE ASPHALTIC COATED PER AWWA C-151. ALL PIPE FITTINGS SHALL CONFORM WITH THE LATEST REVISIONS OF STANDARDS A.N.S.I. A21.10 AND AWWA C-153.
13. ALL VALVES SHALL BE MUELLER RESILIENT-SEAT GATE VALVES OR APPROVED EQUAL WITH MECHANICAL JOINT ENDS, EXCEPT FOR FIRE HYDRANT CONTROL VALVES WHICH SHALL BE PER CONSTRUCTION STD DWG NO 102. THE VALVE BODY AND VANE SHALL BE COATED WITH MANUFACTURER'S FACTORY-APPLIED EPOXY.
14. ALL DUCTILE IRON PIPE, FITTINGS AND VALVES SHALL BE WRAPPED W/8 MIL POLYETHYLENE ENCASEMENT PER AWWA C105.
15. ALL MECHANICAL JOINT FITTINGS SHALL BE INSTALLED WITH MEGALUG RESTRAINTS OR APPROVED EQUAL.
16. ALL VALVE BOX COVERS SHALL BE ADJUSTED TO FINISH GRADE. ALL METER BOXES LOCATED IN WALKWAYS SHALL BE CAREFULLY ADJUSTED TO FINISH GRADE TO PROVIDE A FLUSH, UNIFORM SURFACE WITH THE WALKWAY.
17. WATERLINE PRESSURE TESTING & DISINFECTION SHALL BE IN ACCORDANCE WITH AWWA REQUIREMENTS. PRESSURE TEST SHALL BE AT 1.5 X EXISTING STATIC PRESSURE FOR A FOUR (4) HOUR DURATION. STATIC PRESSURE FOR HIGHLINE REPAIR AT BELLA VISTA PROJECT IS 156 PSI.
18. ALL NEW WATER MAIN CONSTRUCTION SHALL NOT BE INSTALLED IN A COMMON TRENCH WITH OTHER PUBLIC OR PRIVATE UTILITIES UNLESS APPROVED IN WRITING BY THE DISTRICT.
19. SEPARATION OF WATER MAINS AND SANITARY SEWERS SHALL BE IN ACCORDANCE WITH THE "CALIFORNIA WATERWORKS STANDARDS", SECTION 64630, TITLE 22 OF THE CALIFORNIA ADMINISTRATIVE CODE AND THE CALIFORNIA STATE HEALTH DEPARTMENT'S "CRITERIA FOR SEPARATION OF WATER MAINS AND SANITARY SEWERS.
20. VERTICAL SEPARATION OF WATER MAINS FROM OTHER UTILITIES EXCEPT FOR SANITARY SEWERS SHALL BE A MINIMUM OF 12 INCHES CLEARANCE BELOW DISTRICT PIPELINE. PROPOSED CONSTRUCTION THAT DOES NOT MEET THIS STANDARD SHALL BE SUBMITTED TO DISTRICT FOR APPROVAL.
21. ALL WATER VALVE RISERS SHALL BE CONSTRUCTED PER MWD CONSTRUCTION STD DRAWING 112, INCLUDING TYLER LIDS.
22. ALL FIRE HYDRANT INSTALLATIONS SHALL BE CONSTRUCTED PER MWD CONSTRUCTION STD DRAWING 102.
23. AFTER SUCCESSFUL COMPLETION OF BAC-T AND PRESSURE TEST, AND WITH MWD APPROVAL, CONNECT NEW PIPELINE TO EXISTING PIPELINE.

GENERAL NOTES

1. WORK DONE IN CONFLICT WITH THESE PLANS WILL BE SUBJECT TO REJECTION.
2. CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO THE HOURS BETWEEN 8:00 A.M. AND 4:30 P.M., MONDAY THROUGH FRIDAY, UNLESS OTHERWISE APPROVED BY MWD.
3. CONTRACTOR SHALL POSSESS A CONTRACTOR'S LICENSE FOR THE STATE OF CALIFORNIA OF A TYPE APPROPRIATE FOR THE WORK AND SHALL FURNISH EVIDENCE OF THE SAME AT THE TIME THE CONTRACT IS AWARDED.
4. CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT TWO (2) FULL DAYS IN ADVANCE OF COMMENCING CONSTRUCTION AT 811.
5. UNDERGROUND UTILITIES AND SUBSTRUCTURES AS SHOWN HEREON WERE OBTAINED FROM AVAILABLE SOURCES, THE ACCURACY OF WHICH HAS NOT BEEN DETERMINED. CONTRACTOR SHALL VERIFY DEPTH AND LOCATION OF ALL EXISTING UTILITIES AND SUBSTRUCTURES PRIOR TO CONSTRUCTION, AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES DURING CONSTRUCTION.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING ADEQUATE BRACING AND SHORING FOR EXCAVATIONS, TEMPORARY STRUCTURES, AND ANY AND ALL PARTIALLY COMPLETED PORTIONS OF THE WORK. SHEETING, SHORING, BRACING OR EQUIVALENT PROTECTION FOR ALL EXCAVATIONS SHALL BE PROVIDED AS REQUIRED BY INDUSTRIAL SAFETY LAWS.
7. CONSTRUCTION EQUIPMENT AND MATERIALS ON SITE SHALL BE USED IN SUCH A MANNER AS TO AVOID CREATING A PUBLIC NUISANCE. ROADWAYS AND GRADED AREAS SHALL BE SURFACED OR WETTED SUFFICIENTLY TO PREVENT THE GENERATION OF EXCESSIVE DUST AT ALL TIMES.
8. CONTRACTOR SHALL COMPLY WITH ALL ENCROACHMENT PERMIT CONDITIONS AND PROVIDE TRAFFIC CONTROL IN ACCORDANCE WITH THE REQUIREMENTS OF THE COUNTY OF SANTA BARBARA OR CALTRANS FOR WORK WITHIN THEIR RESPECTIVE RIGHT-OF-WAY.
9. ALL UTILITY TRENCH WORK AND A.C. PAVING WITHIN COUNTY OF SANTA BARBARA RIGHT OF WAY SHALL BE IN ACCORDANCE WITH COUNTY REQUIREMENTS.
10. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO EQUAL OR BETTER CONDITION TO THE SATISFACTION OF THE DISTRICT.

LEGEND

EX EXPOSED WATER
EX UNDERGROUND WATER
NEW WATER
TEMPORARY HIGHLINE
EASEMENT LINE
LOT LINE
PROPERTY LINE
GEOCELLS PER PLAN
REMOVAL PER PLAN
EX PATH/TRAIL
EX CONCRETE
EX WALL
WATER VALVE — EX / NEW
WATER METER — EX / RELOCATED/NEW METER
AIR RELEASE VALVE — EX / NEW
GAS VALVE
TREE
FENCE
STATION LINE — 0+00 — TOP DENOTES EXISTING METER SIZE.
METER CONNECTION — 233 SRL / 10-XXXX-XX — 3/4" / 1" CU — BOTTOM DENOTES NEW SERVICE LINE SIZE & MATERIAL TO BE INSTALLED FROM METER TO NEW MAIN

ABBREVIATIONS

AC	=	ASPHALT CONCRETE
BM	=	BENCHMARK
CL	=	CENTER LINE
CML&C	=	CEMENT MORTAR LINED AND COATED
CML&CSP	=	CEMENT MORTAR LINE AND COATED STEEL PLATE
CP	=	CONTROL POINT
CU	=	COPPER
DI	=	DUCTILE IRON
DIP	=	DUCTILE IRON PIPE
DIA	=	DIAMETER
DR	=	DIMENSION RATIO
EVR	=	EAST VALLEY ROAD
EX	=	EXISTING
FL	=	FLANGE
FR	=	FROM
FT	=	FEET
G	=	GAS LINE
GA	=	GAUGE
GALV	=	GALVANIZED
GM	=	GAS METER
GR	=	GRADE
GV	=	GATE VALVE
HDPE	=	HIGH DENSITY POLYETHYLENE
HORIZ	=	HORIZONTAL
ID	=	INSIDE DIAMETER
IPS	=	IRON PIPE SIZE
LF	=	LINEAR FEET
MC	=	MORTAR COATED
MIN	=	MINIMUM
MJ	=	MECHANICAL JOINT
MWD	=	MONTECITO WATER DISTRICT
OD	=	OUTSIDE DIAMETER
PE	=	PLAIN END
PROP	=	PROPOSED
PVC	=	POLYVINYL CHLORIDE
PVT	=	PRIVATE
ROW	=	RIGHT OF WAY
SF	=	SQUARE FEET
SHT	=	SHEET
STA	=	STATION
STD	=	STANDARD
STL	=	STEEL
TB	=	THRUST BLOCK
TP	=	TOP OF PIPE
TYP	=	TYPICAL
UNKWN	=	UNKNOWN
VERT	=	VERTICAL
W	=	WATER LINE

UTILITY CONTACT INFORMATION

MONTECITO WATER DISTRICT
583 San Ysidro Road
Santa Barbara, CA 93108
805-969-2271

MONTECITO SANITARY DISTRICT
1042 Monte Cristo Lane
Santa Barbara, CA 93108
805-969-4200

COX COMMUNICATIONS
22 SOUTH FAIRVIEW AVENUE
GOLETA, CA
805-683-7751

SOUTHERN CALIFORNIA EDISON
103 DAVID LOVE PLACE
GOLETA, CA 93111
805-683-5212

THE GAS COMPANY - DISTRIBUTION
PO BOX 818
GOLETA, CA 93116-0818
805-681-7945

THE GAS COMPANY - TRANSMISSION
818-701-4546

VERIZON
424 PATTERSON AVENUE
GOLETA, CA 931117
805-967-2865

CACHUMA OPERATIONS MAINTENANCE BOARD (COMB)
(OWNER OF SOUTH COAST CONDUIT OR SCC)
3301 Laurel Canyon Road
Santa Barbara, CA 93105
805-687-4011

CONSTRUCTION NOTES

1. INSTALL 14" DUCTILE IRON PIPE, TRENCH PER DETAIL 1 SHEET 7
2. CONNECT TO EXISTING HIGHLINE WATER MAIN PER DETAIL 2 SHEET 7
3. INSTALL 14" DI FITTING, CONNECTION AND ANGLE PER PLAN OR PROFILE
4. INSTALL DI TEE, SIZE & CONNECTION PER PLAN
5. INSTALL AIR VALVE PER DETAIL 4 SHEET 7
6. INSTALL RESILIENT WEDGE GATE VALVE, SIZE & CONNECTION PER PLAN. SEE DETAIL 5 SHEET 7 FOR VALVE AND COVER DETAIL.
7. INSTALL RESTRAINED TRANSITION ADAPTER, HYMAX GRIP OR APPROVED EQUAL, HDPE PIPE STIFFENERS REQUIRED
8. TEMPORARY BYPASS 12" HDPE PIPE, IPS DR-11, SEE NOTE 4 THIS SHEET. PIPE MAY BE BURIED AS NEEDED. MIN BENDING RADIUS PER MANUFACTURER (30' MIN RADIUS SHOWN ON PLAN).
9. IF IN CONFLICT, CONTRACTOR SHALL RELOCATE PRIVATE PIPELINE AS NECESSARY
10. INSTALL GEOWEB WITHIN EXISTING FLOW LINE PER DETAIL 6 SHEET 7
11. INSTALL 12" DI FITTING, ANGLE AND CONNECTION PER PLAN
12. REMOVE AND DISPOSE EXISTING 14" HIGHLINE PIPING AND CONNECTED APPURTENANCES
13. PROTECT EXISTING FEATURE
14. CONTRACTOR TO VERIFY LOCATION OF EXISTING PIPELINE AND PROTECT IN PLACE
15. INSTALL 12" DUCTILE IRON PIPE, TRENCH PER DETAIL 1 SHEET 7
16. INSTALL 2" SERVICE CONNECTION PER DETAIL 9 SHEET 7
17. INSTALL TEMPORARY 2" SERVICE CONNECTION. USE 12" IPS x 2" IPS ELECTROFUSION BRANCH SADDLE OR ACCEPTED EQUAL.
18. NOT USED
19. INSTALL 4" DUCTILE IRON PIPE, TRENCH PER DETAIL 1 SHEET 7
20. INSTALL 6" TO 4" DI CONCENTRIC REDUCER, FLxFL
21. INSTALL 4" DI ELBOW, FLxMJ
22. INSTALL BLOWOFF PER DETAIL 8 SHEET 7

WESTERN PIPELINE REPLACEMENT

PIPELINE LINE DATA TABLE

#	LENGTH (FT)	BEARING
L1	27.42	N78° 51' 30.57"E
L2	89.29	S73° 57' 44.21"E

EASTERN PIPELINE REPLACEMENT

PIPELINE LINE DATA TABLE

#	LENGTH (FT)	BEARING
L1	5.00	S72° 43' 04.87"E
L2	114.48	S78° 34' 59.95"E
L3	46.35	S81° 18' 20.54"E

PIPELINE CURVE DATA TABLE

#	LENGTH (FT)	RADIUS (FT)	DELTA (°)
C1	50.65	489.61	5.93
C2	23.76	500.00	2.72

DIG ALERT — DIAL TOLL FREE 811 AT LEAST TWO DAYS BEFORE YOU DIG — UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

ATTENTION:
All underground utilities and substructures shown hereon were obtained from the best available sources and are presumed to be accurate and complete, but since the information was obtained from others, the Montecito Water District cannot guarantee said information as being accurate and complete. It shall be the contractors sole responsibility to verify, locate and protect all all utilities and substructures shown or not shown hereon.

REV	DATE	BY	DESCRIPTION
			REVISIONS

MONTECITO WATER DISTRICT
HIGHLINE WATER MAIN REPAIR AT BELLA VISTA
NOTES, ABBREVIATIONS, AND LEGEND

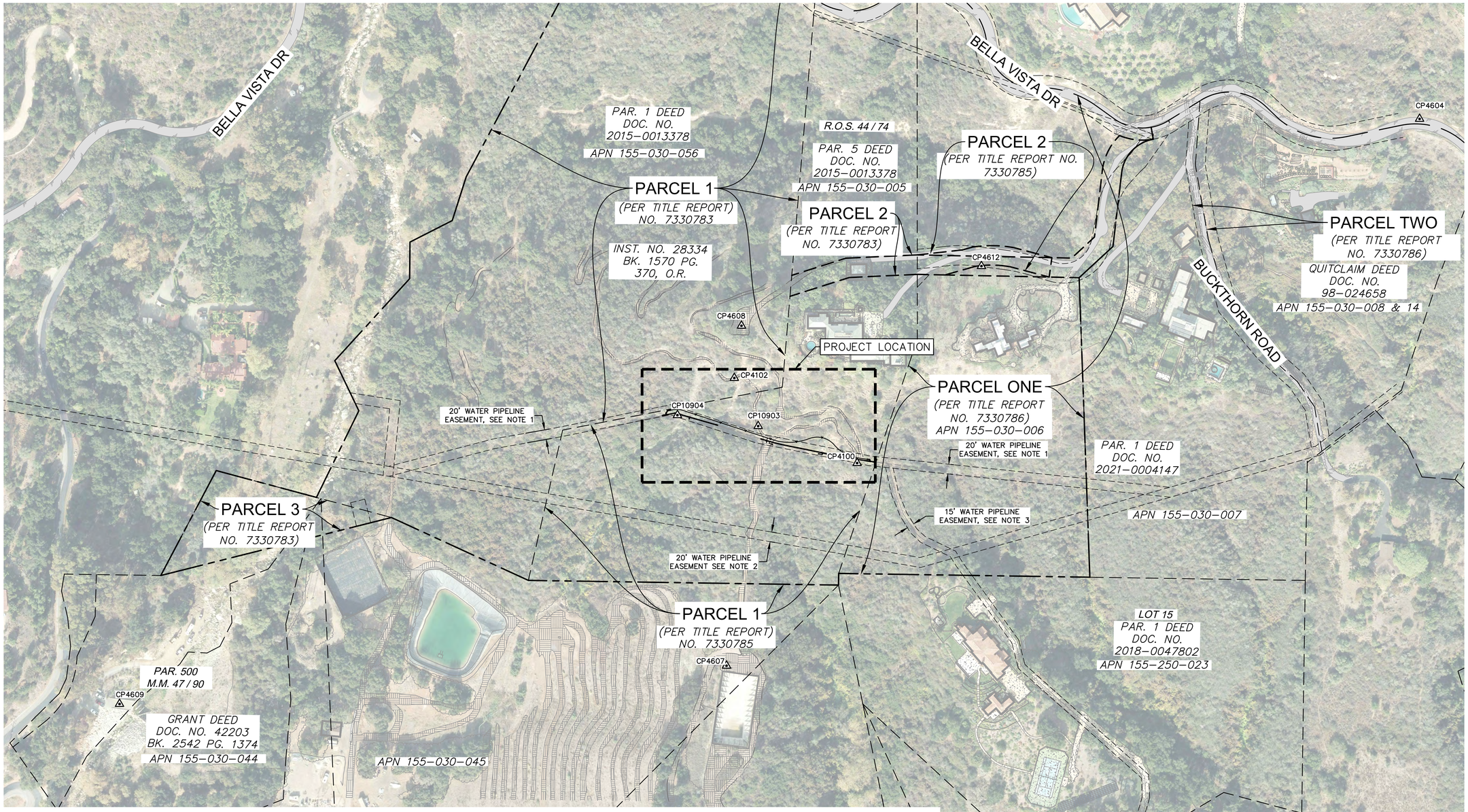
REGISTERED PROFESSIONAL ENGINEER — KARL F. MEIER — No. 71713 — CIVIL — STATE OF CALIFORNIA

Design K. MEIER / F. ABBOTT
Drawn F. ABBOTT
MARCH 2026
Date

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
2351 SAN DIEGO AVE, STE A-130
SAN DIEGO, CA 92110
TEL 619 819 9240
FAX 619 513 3599

Drawing Scale: NONE
Sheet No: 2 OF 7
Date: MAR 2026

A-432-2



CONTROL POINTS

CP#	NORTHING	EASTING	ELEVATION	DESCRIPTION
CP4100	1989147.72'	6083309.15'	905.22'	SET 2"X2" HUB W/MAGNETIC NAIL
CP4102	1989322.72'	6083056.60'	891.78'	SET 2"X2" HUB W/MAGNETIC NAIL
CP4604	1989855.75'	6084465.73'	1035.25'	SET MAGNETIC NAIL
CP4605	1988311.26'	6083920.34'	786.07'	SET 60D NAIL/SHINER
CP4607	1988730.87'	6083040.61'	825.43'	SET 60D NAIL/SHINER
CP4608	1989430.21'	6083071.33'	945.42'	SET 60D NAIL/SHINER
CP4609	1988652.22'	6081792.54'	614.63'	SET 60D NAIL/SHINER
CP4612	1989552.90'	6083564.79'	994.19'	SET 60D NAIL/SHINER
CP10903	1989223.76'	6083105.67'	893.25'	SET 60D NAIL
CP10904	1989246.30'	6082939.68'	832.78'	SET 60D NAIL

TOPOGRAPHY SOURCE

TOPOGRAPHIC SURVEY PERFORMED BY CALVADA SURVEYING, INC. COMPLETED DECEMBER 13, 2024

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, CCS83, ZONE 5, (2010.00) IN ACCORDANCE TO THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801–8819; SAID BEARINGS ARE DETERMINED LOCALLY UPON FIELD–OBSERVED TIES TO THE FOLLOWING CALIFORNIA SPATIAL REFERENCE CENTER (C.S.R.C.) CONTINUOUSLY OPERATING REFERENCE STATIONS (C.O.R.S.):

C.S.R.C. COPR:
NORTHING = 1978673.20' EASTING = 5994840.48'

C.S.R.C. TJRN:
NORTHING = 2005143.39' EASTING = 5919069.14'

THE COMBINATION FACTOR FOR THIS PROJECT WAS APPLIED AT THE FOLLOWING POINT: NORTHING = 1988311.26' EASTING = 6083920.34'
MAPPING ANGLE = –0°54'11" SCALE FACTOR = 1.00009587

BENCHMARK

THE CALIFORNIA SPATIAL REFERENCE CENTER C.O.R.S. "COPR", ELEVATION 45.47 FEET (NAD 83).

EASEMENT NOTES

1. EASEMENT FOR RIGHT OF WAY FOR THE PURPOSE OF MAINTAINING AND CONDUCTING WATER PIPE LINES IN FAVOR OF MONTECITO WATER DISTRICT, RECORDED NOVEMBER 15, 1927 IN AS BOOK 133, PAGE 466 OF OFFICIAL RECORDS
2. EASEMENT FOR RIGHT OF WAY FOR THE PURPOSE OF MAINTAINING AND CONDUCTING WATER PIPE LINES IN FAVOR OF MONTECITO WATER DISTRICT, IN BOOK 21, PAGE 139 OF RECORD OF SURVEYS
3. EASEMENT FOR RIGHT OF WAY FOR THE PURPOSES, AND THE RIGHT TO LAY, CONSTRUCT, USE, OPERATE, MAINTAIN, RECONSTRUCT, ALTER, ADD TO, REPAIR, REPLACE AND REMOVE UNDERGROUND PIPELINES AND APPURTENCES IN FAVOR OF MONTECITO WATER DISTRICT, RECORDED AUGUST 19, 1999 AS INSTRUMENT 99–65427, OFFICIAL RECORDS

GENERAL NOTE

1. SEE APPENDIX OF SPECIFICATIONS FOR BOUNDARY AND SURVEY CONTROL PREPARED BY CALVADA SURVEY. INFORMATION SHOWN HEREON FOR REFERENCE ONLY.

REV	DATE	BY	DESCRIPTION
			REVISIONS

MONTECITO WATER DISTRICT
HIGHLINE WATER MAIN REPAIR AT BELLA VISTA
BOUNDARY AND SURVEY CONTROL

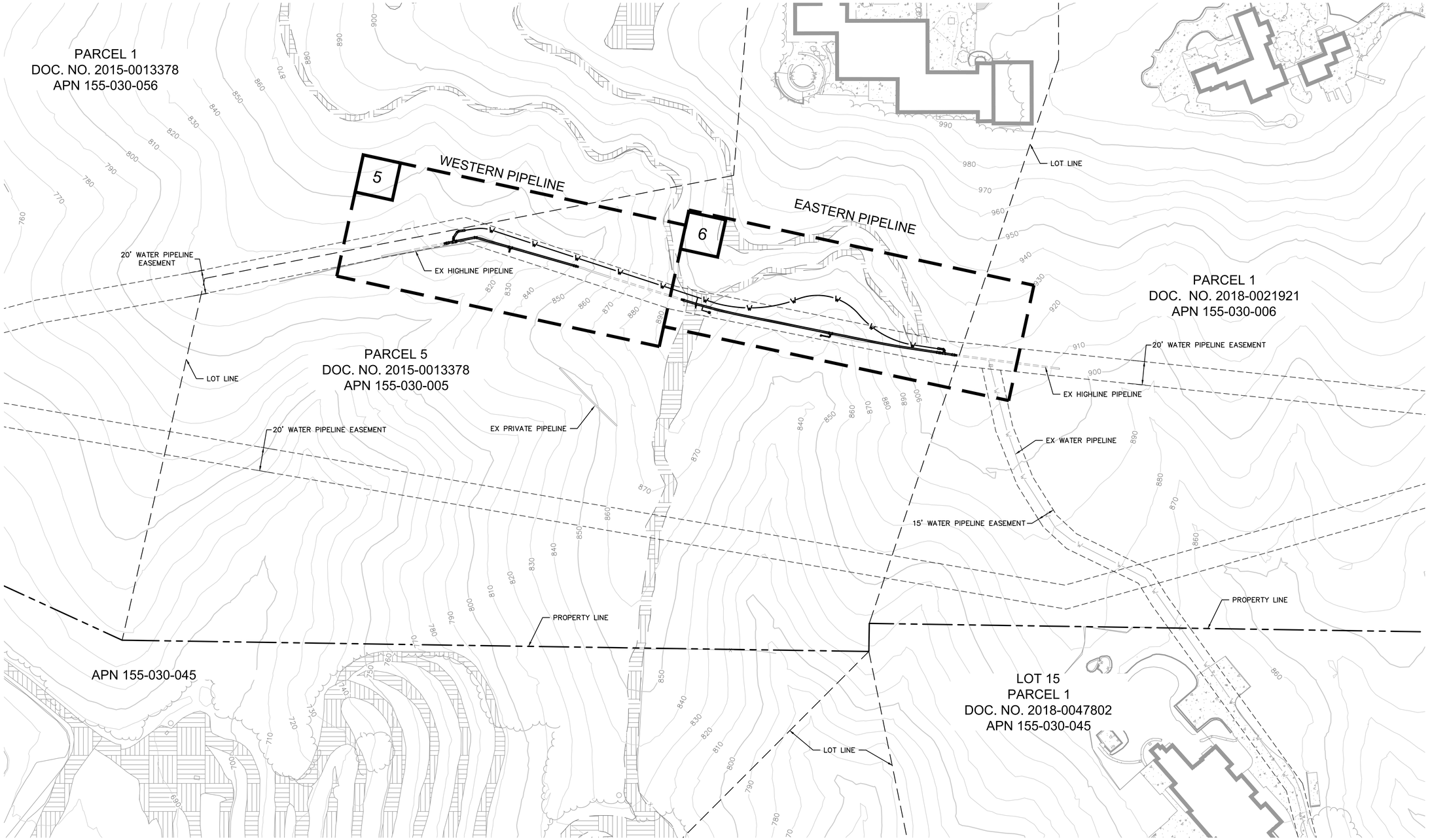
RECORDED PROFESSIONAL ENGINEER
KASEL F. MEIER
No. 71713
REN. 6/30/27
STATE OF CALIFORNIA

Design K. MEIER / F. ABBOTT
Drawn F. ABBOTT
Date MARCH 2026

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
2231 SAN DIEGO AVE, STE A-130
SAN DIEGO, CA 92110
TEL 619 819 9240
FAX 619 312 5599

Date MAR. 2026
Sheet No 3 OF 7
Drawing Scale AS SHOWN

A–432–3



REV	DATE	BY	DESCRIPTION
			REVISIONS

MONTECITO WATER DISTRICT
HIGHLINE WATER MAIN REPAIR AT BELLA VISTA
INDEX MAP

REGISTERED PROFESSIONAL ENGINEER
KARL F. MEIER
No. 71713
CIVIL
STATE OF CALIFORNIA

Design K. MEIER / F. ABBOTT
Drawn F. ABBOTT
Date MARCH 2026

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
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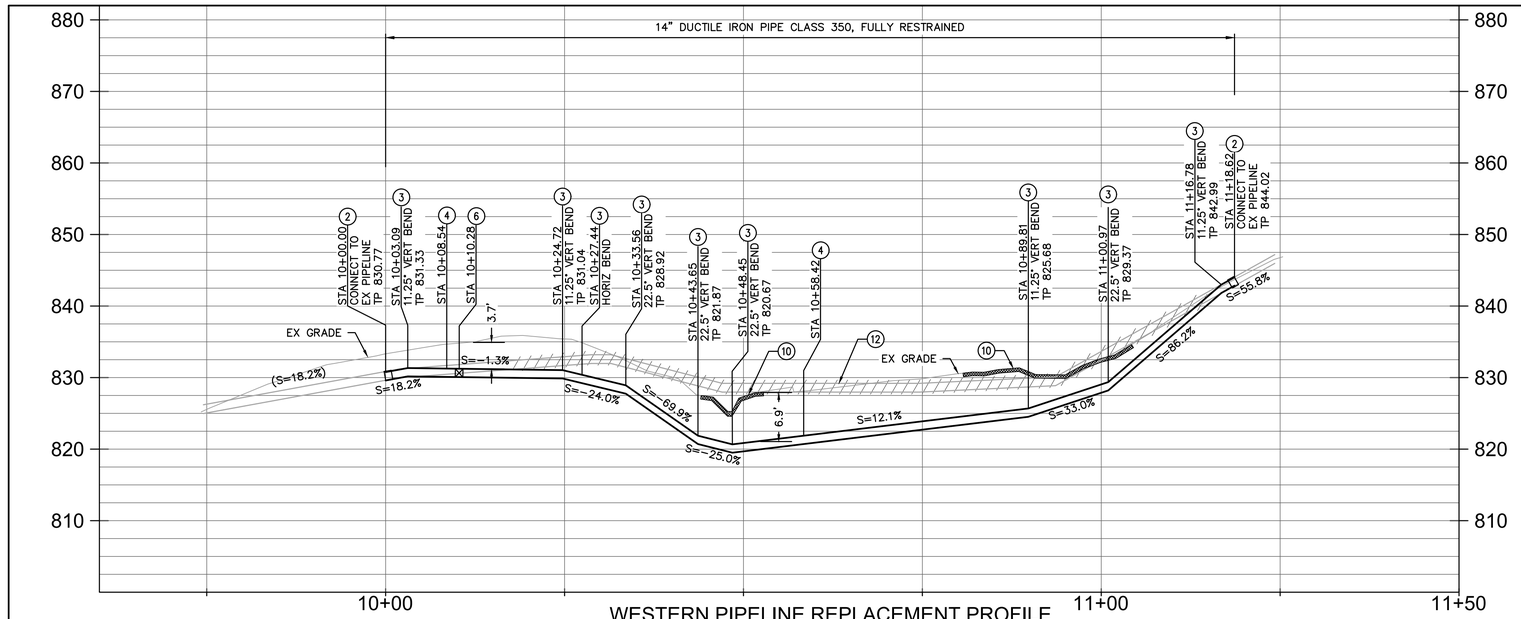
TEL 619.819.9240
FAX 619.312.3599

Date	Sheet No	Drawing Scale
MAR 2026	4 OF 7	AS SHOWN

A-432-4



WESTERN PIPELINE REPLACEMENT PROFILE

SCALE: HORZ: 1"=10'
VERT: 1"=10'

GENERAL NOTES

1. TO DIRECTLY CONNECT MJxMJ FITTINGS, USE OF MJ ADAPTER SHALL BE UTILIZED.
2. CONTRACTOR SHALL REMOVE INTERFERING PORTIONS OF THE EXISTING HIGHLINE PIPELINE AS NEEDED FOR THE PROPOSED IMPROVEMENTS.
3. ALL EXISTING ITEMS, CALLED OUT OR NOT, SHALL BE PROTECTED IN PLACE UNLESS EXPLICITLY SPECIFIED OTHERWISE.
4. ONCE NEW PIPING IS FULLY COMMISIONED AND IN SERVICE, INSTALL BLIND FLANGE AT ISOLATION VALVE. REMOVE TEMPORARY FITTINGS, DIP, AND HDPE. THESE ITEMS SHALL BECOME PROPERTY OF CONTRACTOR.
5. CONTRACTOR SHALL PROTECT EXISTING HIGHLINE PIPELINE DURING CONSTRUCTION FROM EQUIPMENT LOADS.
6. ALL JOINTS, FITTINGS, AND APPURTENANCES SHALL BE MECHANICALLY RESTRAINED.

CONSTRUCTION NOTES

1. INSTALL 14" DUCTILE IRON PIPE, TRENCH PER DETAIL 1 SHEET 7
2. CONNECT TO EXISTING HIGHLINE WATER MAIN PER DETAIL 2 SHEET 7
3. INSTALL 14" DI FITTING, CONNECTION AND ANGLE PER PLAN OR PROFILE
4. INSTALL DI TEE, SIZE & CONNECTION PER PLAN
6. INSTALL RESILIENT WEDGE GATE VALVE, SIZE & CONNECTION PER PLAN. SEE DETAIL 5 SHEET 7 FOR VALVE AND COVER DETAIL.
7. INSTALL RESTRAINED TRANSITION ADAPTER, HYMAX GRIP OR APPROVED EQUAL, HDPE PIPE STIFFENERS REQUIRED
8. TEMPORARY BYPASS 12" HDPE PIPE, IPS DR-11, SEE NOTE 4 THIS SHEET. PIPE MAY BE BURIED AS NEEDED. MIN BENDING RADIUS PER MANUFACTURER (30' MIN RADIUS SHOWN ON PLAN).
9. IF IN CONFLICT, CONTRACTOR SHALL RELOCATE PRIVATE PIPELINE AS NECESSARY
10. INSTALL GEOWEB WITHIN EXISTING FLOW LINE PER DETAIL 6 SHEET 7
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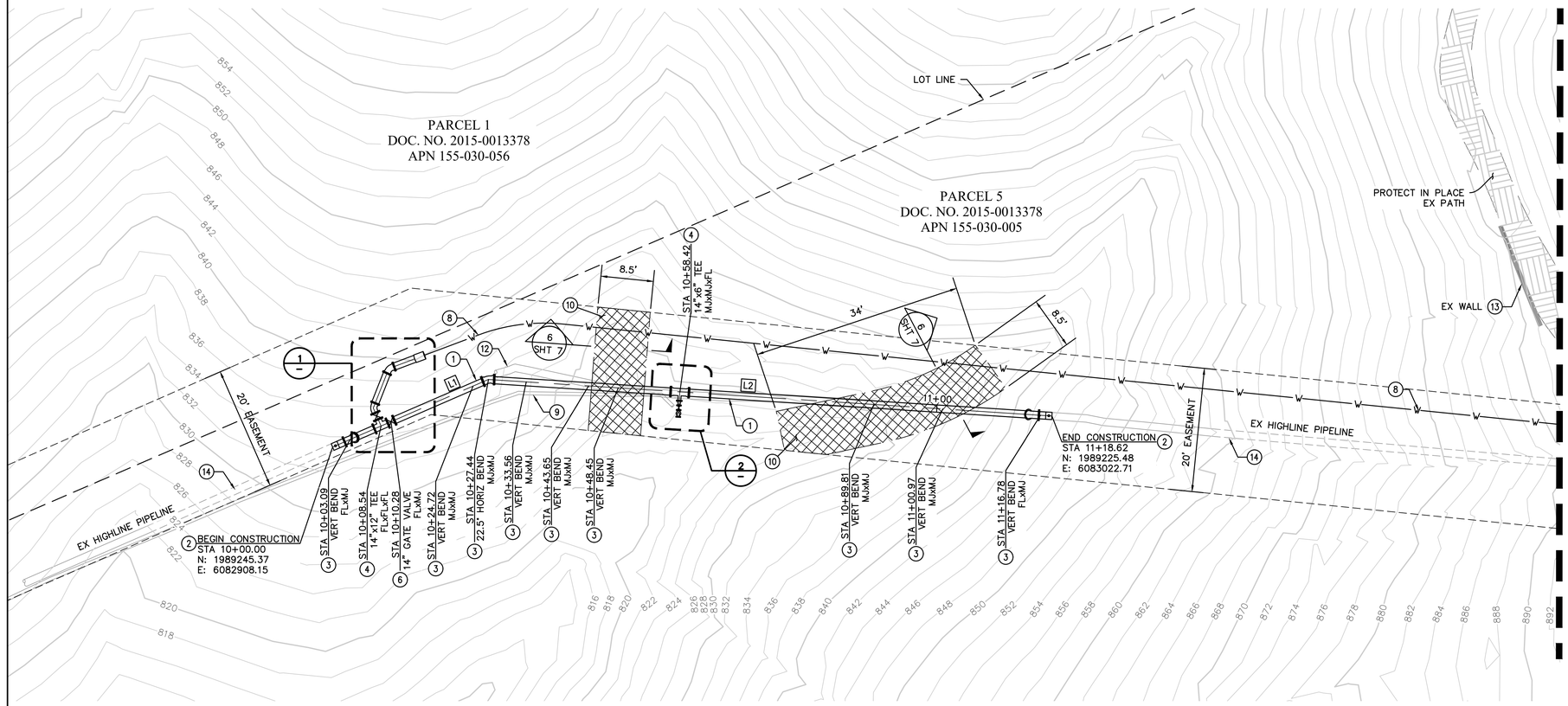
12. REMOVE AND DISPOSE EXISTING 14" HIGHLINE PIPING AND CONNECTED APPURTENANCES
13. PROTECT EXISTING FEATURE
14. CONTRACTOR TO VERIFY LOCATION OF EXISTING PIPELINE AND PROTECT IN PLACE
15. INSTALL 12" DUCTILE IRON PIPE, TRENCH PER DETAIL 1 SHEET 7
20. INSTALL 6" TO 4" DI CONCENTRIC REDUCER, FLxFL
22. INSTALL BLOWOFF PER DETAIL 8 SHEET 7

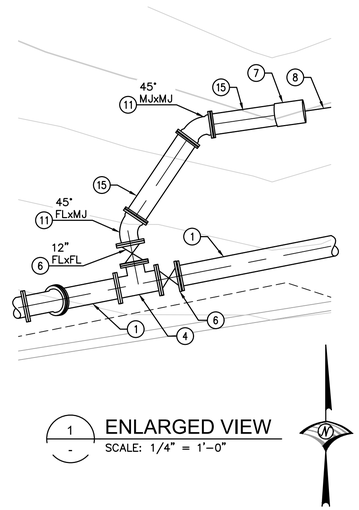
PIPELINE LINE DATA TABLE

#	LENGTH (FT)	BEARING
L1	27.42	N78° 51' 30.57"E
L2	89.29	S73° 57' 44.21"E



WESTERN PIPELINE REPLACEMENT PLAN

SCALE: 1"=10'



1 - ENLARGED VIEW
SCALE: 1/4" = 1'-0"

2 - ENLARGED VIEW
SCALE: 1/4" = 1'-0"

10' 5' 0 10'
SCALE: 1" = 10'

REV	DATE	BY	DESCRIPTION
			REVISIONS

MONTECITO WATER DISTRICT
HIGHLINE WATER MAIN REPAIR AT BELLA VISTA
WESTERN PIPELINE PLAN & PROFILE

REGISTERED PROFESSIONAL ENGINEER KAREL F. MEIER No. 71713 CIVIL STATE OF CALIFORNIA

Design K. MEIER / F. ABBOTT
Drawn F. ABBOTT
Date MARCH 2026

WOOD RODGERS
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2251 SAN DIEGO AVE, STE A-130
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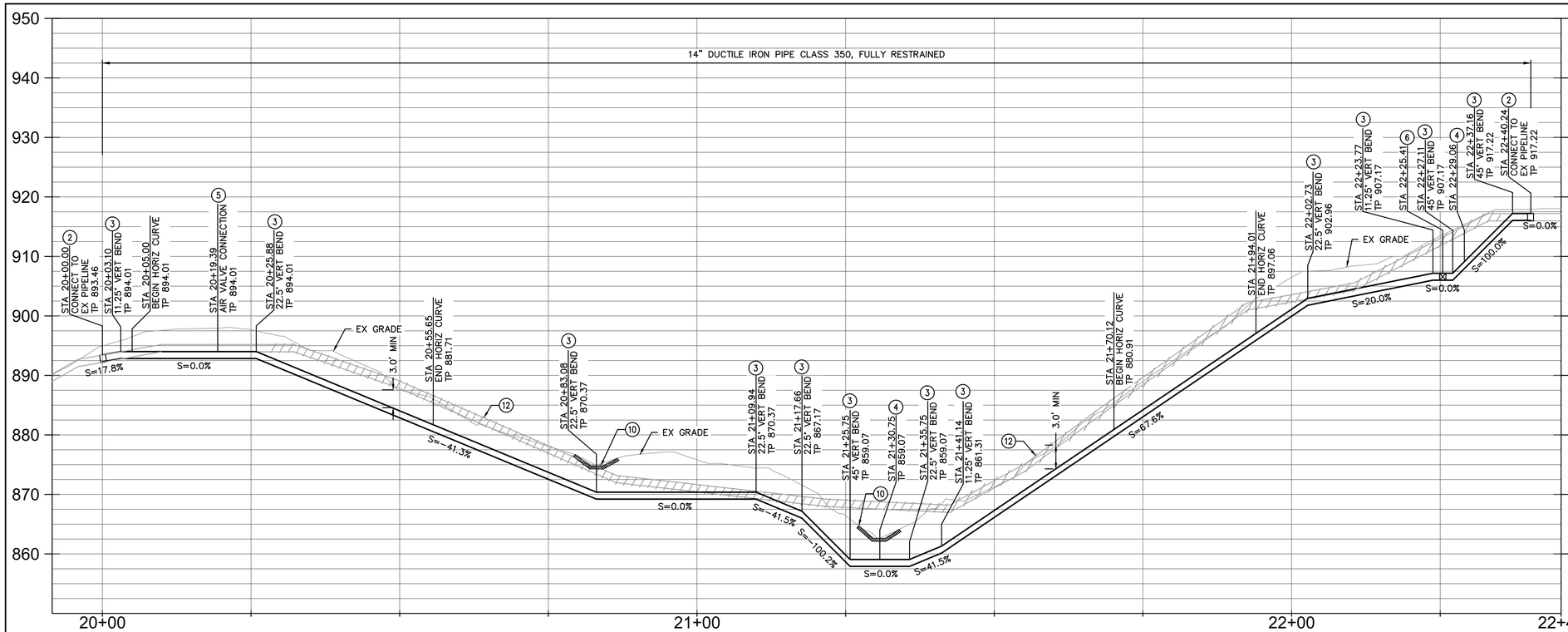
Date	Sheet No	Drawing Scale
MAR 2026	5 OF 7	AS SHOWN

A-432-5



EASTERN PIPELINE REPLACEMENT PROFILE

SCALE: HORZ: 1"=10'
VERT: 1"=10'

CONSTRUCTION NOTES

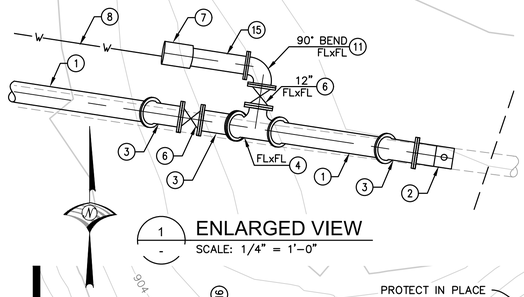
1. INSTALL 14" DUCTILE IRON PIPE, TRENCH PER DETAIL 1 SHEET 7
2. CONNECT TO EXISTING HIGHLINE WATER MAIN PER DETAIL 2 SHEET 7
3. INSTALL 14" DI FITTING, CONNECTION AND ANGLE PER PLAN OR PROFILE
4. INSTALL DI TEE, SIZE & CONNECTION PER PLAN
5. INSTALL AIR VALVE PER DETAIL 4 SHEET 7
6. INSTALL RESILIENT WEDGE GATE VALVE, SIZE & CONNECTION PER PLAN. SEE DETAIL 5 SHEET 7 FOR VALVE AND COVER DETAIL.
7. INSTALL RESTRAINED TRANSITION ADAPTER, HYMAX GRIP OR APPROVED EQUAL, HDPE PIPE STIFFENERS REQUIRED
8. TEMPORARY BYPASS 12" HDPE PIPE, IPS DR-11, SEE NOTE 4 THIS SHEET. PIPE MAY BE BURIED AS NEEDED. MIN BENDING RADIUS PER MANUFACTURER (30' MIN RADIUS SHOWN ON PLAN).
10. INSTALL GEOWEB WITHIN EXISTING FLOW LINE PER DETAIL 6 SHEET 7
11. INSTALL 12" DI FITTING, ANGLE AND CONNECTION PER PLAN
12. REMOVE AND DISPOSE EXISTING 14" HIGHLINE PIPING AND CONNECTED APPURTENANCES
13. PROTECT EXISTING FEATURE
14. CONTRACTOR TO VERIFY LOCATION OF EXISTING PIPELINE AND PROTECT IN PLACE
15. INSTALL 12" DUCTILE IRON PIPE, TRENCH PER DETAIL 1 SHEET 7
16. INSTALL 2" SERVICE CONNECTION PER DETAIL 9 SHEET 7
17. INSTALL TEMPORARY 2" SERVICE CONNECTION. USE 12" IPS x 2" IPS ELECTROFUSION BRANCH SADDLE OR ACCEPTED EQUAL.
19. INSTALL 4" DUCTILE IRON PIPE, TRENCH PER DETAIL 1 SHEET 7
20. INSTALL 6" TO 4" DI CONCENTRIC REDUCER, FLxFL
21. INSTALL 4" DI ELBOW, FLxMJ
22. INSTALL BLOWOFF PER DETAIL 8 SHEET 7

PIPELINE LINE DATA TABLE

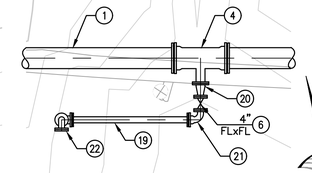
#	LENGTH (FT)	BEARING
L1	5.00	S72° 43' 04.87"E
L2	114.48	S78° 34' 59.95"E
L3	46.35	S81° 18' 20.54"E

PIPELINE CURVE DATA TABLE

#	LENGTH (FT)	RADIUS (FT)	DELTA (°)
C1	50.65	489.61	5.93
C2	23.76	500.00	2.72



1 - ENLARGED VIEW
SCALE: 1/4" = 1'-0"



2 - ENLARGED VIEW
SCALE: 1/4" = 1'-0"

MATCHLINE - SEE SHEET 5

PARCEL 5
DOC. NO. 2015-0013378
APN 155-030-005

PARCEL 1
DOC. NO. 2018-0021921
APN 155-030-006

PROTECT IN PLACE EX PATH
EX WALL
EX HIGHLINE PIPELINE
EX AIR VALVE
EX METER
EX AIR VALVE TO BE REMOVED
20' WATER PIPELINE ROW EASEMENT
15' WATER PIPELINE ROW EASEMENT
LOT LINE
2" CU
2500 EVR 16-0666-01
8.5'

BEGIN CONSTRUCTION
STA 20+00.00
N: 1989197.64
E: 6083110.73

END CONSTRUCTION
STA 22+40.24
N: 1989149.82
E: 6083345.98

233 SRL
10-XXXX-XX
3/4"
1" CU

TOP DENOTES EXISTING METER SIZE.
BOTTOM DENOTES NEW SERVICE LINE SIZE & MATERIAL TO BE INSTALLED FROM METER TO NEW MAIN

SCALE: 1" = 10'

EASTERN PIPELINE REPLACEMENT PLAN

SCALE: 1"=10'

GENERAL NOTES

1. TO DIRECTLY CONNECT MJxMJ FITTINGS, USE OF MJ ADAPTER SHALL BE UTILIZED.
2. CONTRACTOR SHALL REMOVE INTERFERING PORTIONS OF THE EXISTING HIGHLINE PIPELINE AS NEEDED FOR THE PROPOSED IMPROVEMENTS.
3. ALL EXISTING ITEMS, CALLED OUT OR NOT, SHALL BE PROTECTED IN PLACE UNLESS EXPLICITLY SPECIFIED OTHERWISE.
4. ONCE NEW PIPING IS FULLY COMMISIONED AND IN SERVICE, INSTALL BLIND FLANGE AT ISOLATION VALVE. REMOVE TEMPORARY FITTINGS, DIP, AND HDPE. THESE ITEMS SHALL BECOME PROPERTY OF CONTRACTOR.
5. CONTRACTOR SHALL PROTECT EXISTING HIGHLINE PIPELINE DURING CONSTRUCTION FROM EQUIPMENT LOADS.
6. ALL JOINTS, FITTINGS, AND APPURTENANCES SHALL BE MECHANICALLY RESTRAINED.

REV	DATE	BY	DESCRIPTION
			REVISIONS

MONTECITO WATER DISTRICT
HIGHLINE WATER MAIN REPAIR AT BELLA VISTA
EASTERN PIPELINE PLAN & PROFILE

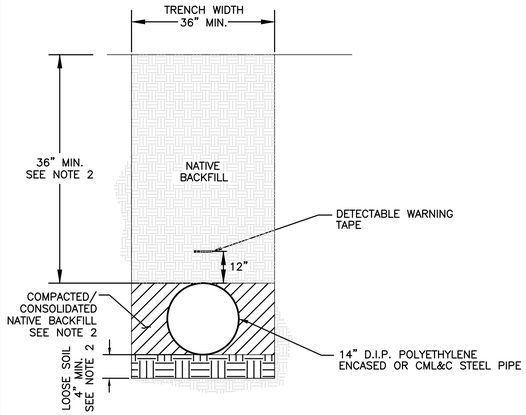
REGISTERED PROFESSIONAL ENGINEER KARL F. MEIER No. 71713 CIVIL STATE OF CALIFORNIA

Design K. MEIER / F. ABBOTT
Drawn F. ABBOTT
Date MARCH 2026

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
2231 SAN DIEGO AVE, STE A-130
SAN DIEGO, CA 92110
TEL 619.819.9240
FAX 619.913.9399

Drawing Scale AS SHOWN
Sheet No 6 OF 7
Date MAR 2026

A-432-6

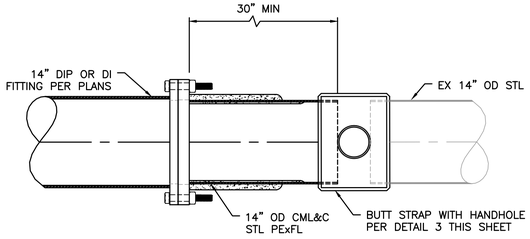


NOTES:

1. CONTRACTOR SHALL MAINTAIN MINIMUM COVER WITH EXCEPTION OF AREAS SHOWN ON THE PIPELINE PROFILES.
2. SCREENED/SCARIFIED NATIVE SOIL EXCAVATED FROM THE TRENCH USED AS BACKFILL SHALL BE FREE OF ROCKS, ORGANIC MATERIAL, AND ANY FOREIGN MATERIAL.

TRENCH BACKFILL SECTION DETAIL — 1 / VARIES

SCALE: NTS

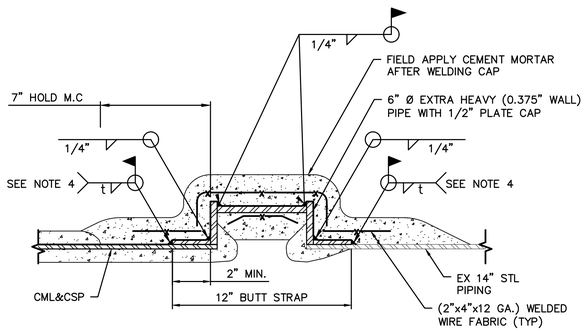


NOTES:

1. APPLY BOLT TORQUE IN ACCORDANCE WITH DUCTILE IRON FLANGE MANUFACTURER RECOMMENDATIONS; DO NOT USE RAISED–FACE FLANGES OR TORQUE VALUES INTENDED FOR STEEL–TO–STEEL JOINTS.
2. REFER TO DETAIL 7 THIS SHEET FOR STEEL PIPE DIMENSIONAL INFORMATION FOR HIGHLINE CONNECTION
3. CONFIGURATION IS MIRRORED AT STA 10+00 AND 20+00

CONNECTION TO EX STEEL PIPE — 2 / VARIES

SCALE: NTS

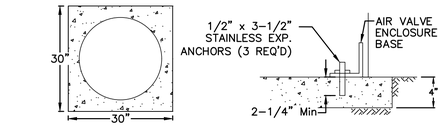


NOTES:

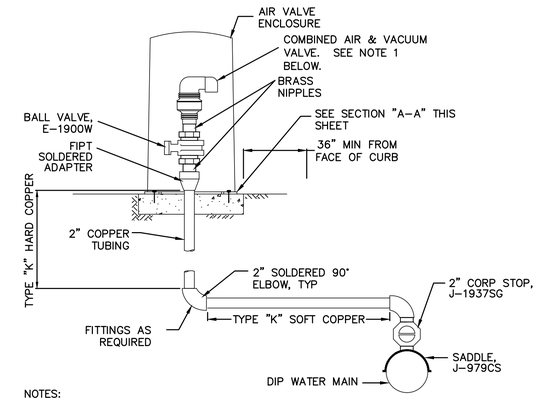
1. SEE SPECS FOR CML&C STEEL PIPE.
2. ONE HANDHOLE FOR PIPE 16"Ø OR LESS. TWO HANDHOLES FOR PIPE 18"ø TO 30"Ø
3. HANDHOLES FOR PIPES 18"Ø TO 30"Ø AT 10 AND 2 O'CLOCK
4. MULTIPLE PASSES TO BE MADE FOR MINIMUM TOTAL WELD EQUAL TO STEEL THICKNESS. REFER TO SPECS FOR PIPE THICKNESS SCHEDULE. THIS APPLIES TO INTERIOR AND EXTERIOR WELDS.
5. t = PIPE WALL THICKNESS.
6. TACK WIRE TO UNDERSIDE OF CAP FOR MORTAR APPLICATION

BUTT STRAP HANDHOLE — 3 / --

SCALE: NTS



CONCRETE PAD — SECTION "A–A"

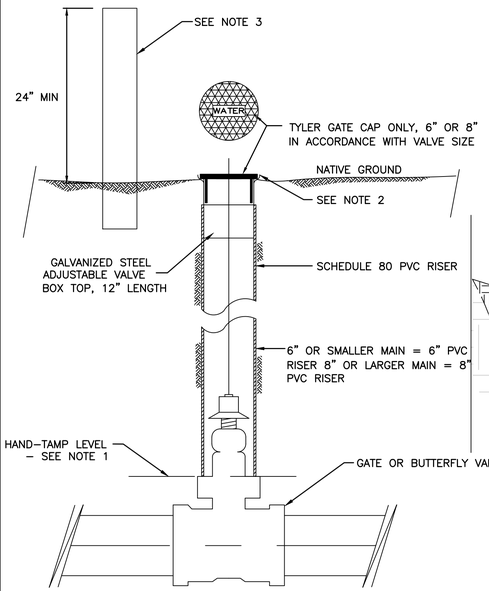


NOTES:

1. COMBINED AIR & VACUUM VALVE SHALL BE 2" A.R.I. MODEL D–040 ONLY.
2. AIR VALVE ENCLOSURE SHALL BE PIPELINE PRODUCTS PART # VCAS–1424 SANDSTONE COLORED.

AIR VALVE DETAIL — 4 / SHT 6

SCALE: NTS

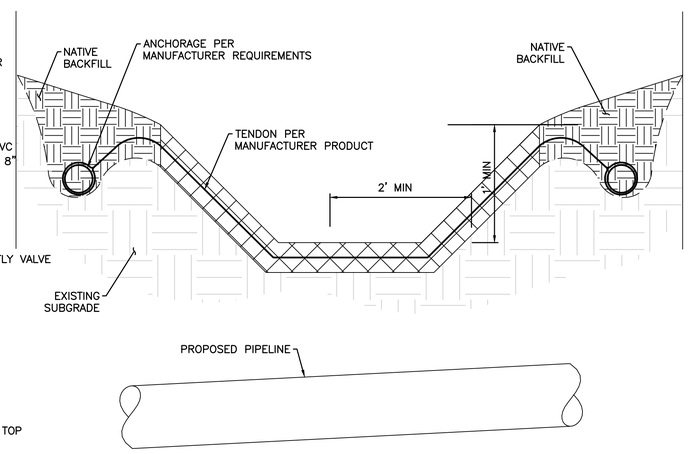


NOTES:

1. INSTALLATION WITH GATE VALVE REQUIRES HAND–TAMPED BACKFILL UP TO TOP OF VALVE BONNET BEFORE PLACING VALVE BOX. FOR BUTTERFLY VALVE INSTALLATION, HAND–TAMP BACKFILL UP TO TOP OF OPERATING CHAMBER BEFORE VALVE BOX PLACEMENT.
2. FOR VALVE BOXES OUTSIDE PAVED ROADWAYS, TOP OF VALVE BOX SHALL EXTEND 1" ABOVE EXISTING GRADE.
3. CONTRACTOR TO INSTALL FIBERGLASS MARKER LABEL "GATE VALVE" FORESTRY SUPPLIERS ITEM NO. 38852 OR EQUAL

VALVE BOX AND COVER DETAIL – CS 112 — 5 / VARIES

SCALE: NTS

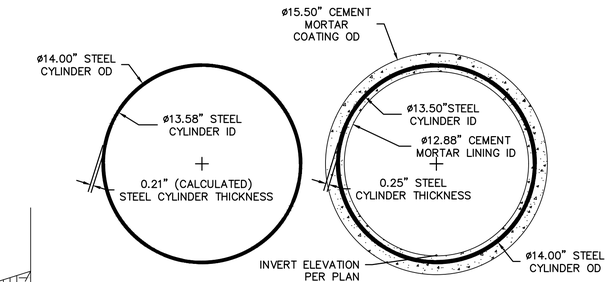


NOTES:

1. CONTRACTOR SHALL INSTALL GEOWEB AND CELL FILL MATERIAL PER MANUFACTURER'S INSTALLATION REQUIREMENTS.
2. CONTRACTOR SHALL ADJUST EXISTING CHANNEL AS NEEDED TO ACHIEVE 2' MINIMUM BOTTOM WIDTH AND SHALL MAINTAIN EXISTING FLOW LINES.
3. CONTRACTOR SHALL USE SINGLE GEOCELL PANEL TO MEET WIDTH OF CHANNEL COVERAGE SHOWN IN DETAIL. MULTIPLE GEOCELL PANELS MAY BE USED TO MEET LENGTH OF CHANNEL SHOWN ON PLANS.

GEOWEB CHANNEL SECTION DETAIL — 6 / SHT 5

SCALE: NTS



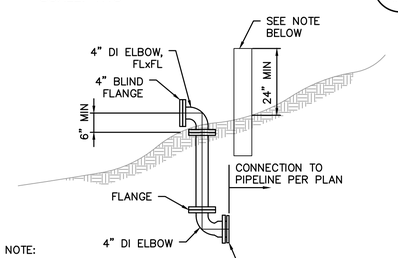
EXISTING STEEL PIPING — PROPOSED STEEL PIPING

NOTES:

1. CEMENT MORTAR LINING AND COATING SHALL CONFORM TO MINIMUM THICKNESS REQUIREMENTS AS DEFINED BY AWWA C205.
2. EXISTING STEEL PIPING IS 14" OD AT 30.9 POUNDS PER FOOT PER AS–BUILT DATA. CONTRACTOR SHALL VERIFY EXISTING OD AT PROPOSED CONNECTION PRIOR TO STEEL PIPE FABRICATION AND NOTIFY DISTRICT AND ENGINEER FOR DIMENSIONAL VARIANCE FROM PLANS.

STEEL PIPE DIMENSIONAL DATA — 7 / VARIES

SCALE: NTS

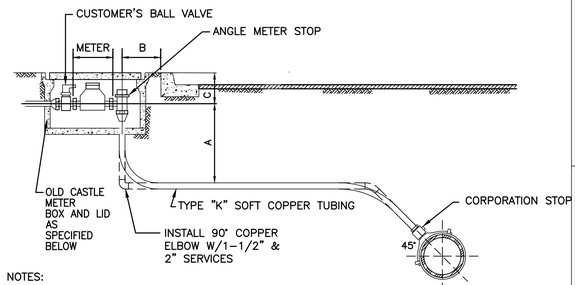


NOTE:

CONTRACTOR TO INSTALL FIBERGLASS MARKER LABEL "BLOW OFF" FORESTRY SUPPLIERS ITEM NO. 38852 OR EQUAL

BLOWOFF PIPING CONFIGURATION DETAIL — 8 / VARIES

SCALE: NTS



NOTES:

1. WATER METER, BOLTS, GASKETS & CUSTOMER SERVICE VALVE TO BE FURNISHED BY MWD.
2. JAMES JONES CO. DESIGNATIONS ARE USED TO IDENTIFY FITTINGS. SIMILAR FITTINGS FROM OTHER MANUFACTURERS MAY BE APPROVED.
3. INSTALL J–979 SADDLE WITH NEOPRENE RING GASKETS & CS THREAD WHEN CONNECTING ALL SERVICE TAPS.
4. TAP ALL STEEL PIPE THROUGH SADDLE, WELDED COUPLING, OR APPROVED EQUAL.
5. MINIMUM SEPARATION BETWEEN SERVICE TAPS SHALL BE TWO 2 FEET.
6. SERVICES SHALL BE INSTALLED AT RIGHT ANGLES TO THE LINE OF THE MAIN.
7. BACKFILL PER MWD STANDARD SPECIFICATIONS FOR THE INSTALLATION OF WATER MAINS.
8. IF MAIN BEING TAPPED IS ENCASED IN POLYETHYLENE SHEATH, SERVICE LINE SHALL BE WRAPPED TIGHTLY FOR A DISTANCE OF 3 FEET FROM THE MAIN WITH 8 MIL POLYETHYLENE.
9. 3/4" SERVICES SHALL HAVE A 1" TAP, 1" SERVICE LINE (COPPER TYPE "K" SOFT) & WILL BUSH DOWN AT THE METER WITH A J–128–H BUSHING.
10. FOR 1–1/2" & 2" SERVICES LONGER THAN 20' USE COPPER SLIP COUPLING (SOLDERED).
11. NOTE: 1–1/2" & 2" COPPER PIPE TYPE "K" SOFT FOR UNDERGROUND USE. 1–1/2" & 2" COPPER PIPE TYPE "K" HARD FOR ABOVE GROUND USE ONLY.
12. STEEL TRAFFIC LIDS TO BE INSTALLED WHEN METER BOX IS SUBJECT TO HEAVY VEHICLE TRAFFIC OR PARKING. STEEL LIDS TO BE BROOKS OR EISEL HINGED, DIAMOND PLATE AND CONFORM WTH SERIES NUMBERS LISTED BELOW.

MATERIALS & DIMENSIONS

ANGLE METER STOP	CORP STOP	BALL VALVE	METER SPACE	A	B	C	METER BOX LID MODEL #	MODEL #
3/4"	E–1963WSG	E–1937SG	E–1908W	9–3/8"	18"	8"	8"	1324–12	FL30
1"	E–1963WSG	E–1937SG	E–1908W	11–1/8"	18"	8"	8"	1324–12	FL30
1–1/2"	E–1975WSG	E–1937SG	E–1913W	13–1/4"	18"	12"	8"	1527–12	FL1527
2"	E–1975WSG	E–1937SG	E–1913W	16–3/4"	18"	12"	8"	1730–12	FL36

3/4" TO 2" SERVICE CONNECTION – CS 104 — 9 / VARIES

SCALE: NTS

REV	DATE	BY	DESCRIPTION
			REVISIONS

MONTECITO WATER DISTRICT
HIGHLINE WATER MAIN REPAIR AT BELLA VISTA
DETAILS

REGISTERED PROFESSIONAL ENGINEER — KAREL F. MEIER — No. 71713 — CIVIL — STATE OF CALIFORNIA

Design K. MEIER / F. ABBOTT
Drawn F. ABBOTT
Date MARCH 2026

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
2251 SAN DIEGO AVE, STE A–130
SAN DIEGO, CA 92110
TEL 619.819.9240
FAX 619.513.5399

Drawing Scale AS SHOWN
Sheet No 7 OF 7
Date MAR 2026

A–432–7

PART E – APPENDICES

Appendices A through F are specifically included and referenced herein as part of the contract documents.

APPENDIX A: MONTECITO WATER DISTRICT STANDARD PLANS & DETAILS A1

APPENDIX B: TOPOGRAPHIC SURVEY MWD HIGHLINE WATER MAIN REPAIR..... B1

APPENDIX C: EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENTS AND CERTIFICATION……..... D1

APPENDIX D: CONTRACT WORK HOURS AND SAFETY STANDARDS COMPLIANCE REQUIREMENTS AND CERTIFICATION…… …E1

APPENDIX E: CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT COMPLIANCE REQUIREMENTS AND CERTIFICATION……..F1

APPENDIX F: BYRD ANTI-LOBBYING AMENDMENT REQUIREMENTS AND CERTIFICATION…….…. G1

PART F – TABLE OF CONTENTS FOR ADDENDA AND EXECUTED CONTRACT

This section is intentionally left blank at the time the project is bid. All addenda issued as part of the contract documents (if applicable), along with the successful low bidder's proposal (Sections A3-A4) and executed contract (Sections A3-A11) will be placed herein by the District at the time the Contract is executed.

At the time the Contract is executed, the District will update the page numbers referenced in the Table of Content below and Bates Number all pages in Part F (on the lower right or left hand corner of each page), continuing from page 90.

TABLE OF CONTENT

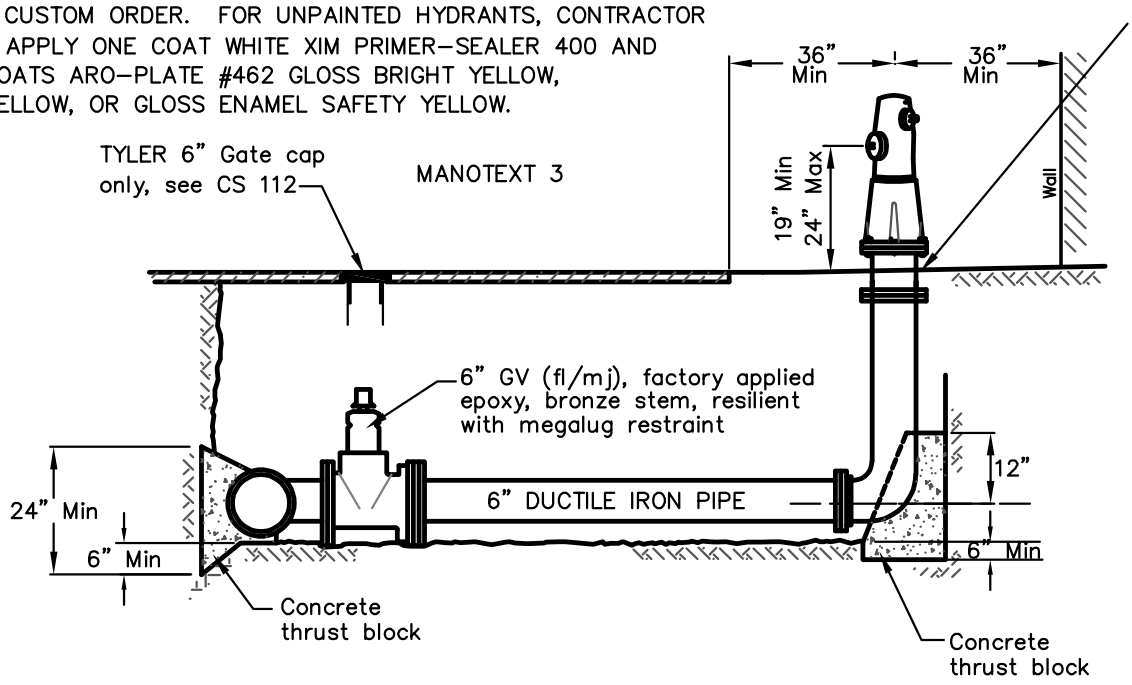
Addenda xxx

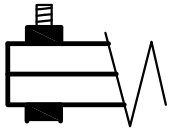
Contractor's Proposal xxx

Executed Contract xxx

PART E - APPENDIX A
MWD STANDARD DRAWINGS

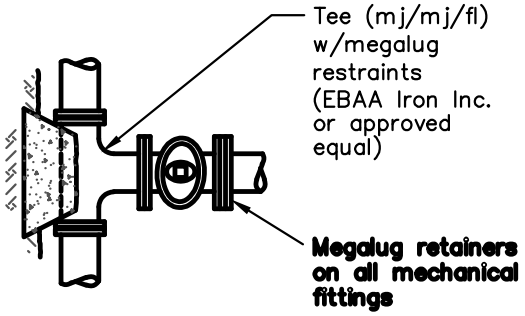
NOTE: PRE-PAINTED JONES HYDRANTS SHALL BE PAINT CODE "Z-2" CUSTOM ORDER. FOR UNPAINTED HYDRANTS, CONTRACTOR SHALL APPLY ONE COAT WHITE XIM PRIMER-SEALER 400 AND TWO COATS ARO-PLATE #462 GLOSS BRIGHT YELLOW, Z-2 YELLOW, OR GLOSS ENAMEL SAFETY YELLOW.



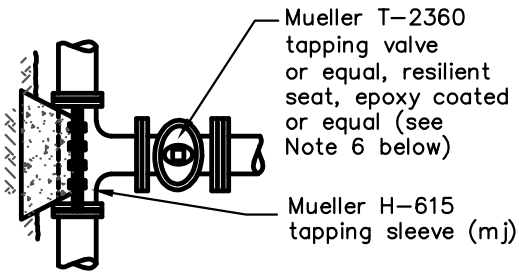


BREAK-AWAY BOLT DETAIL

MANO



NEW MAIN/CUT-IN



Note: Hot tap by KOPPL PIPELINE SERVICES INC or contractor approved by MWD

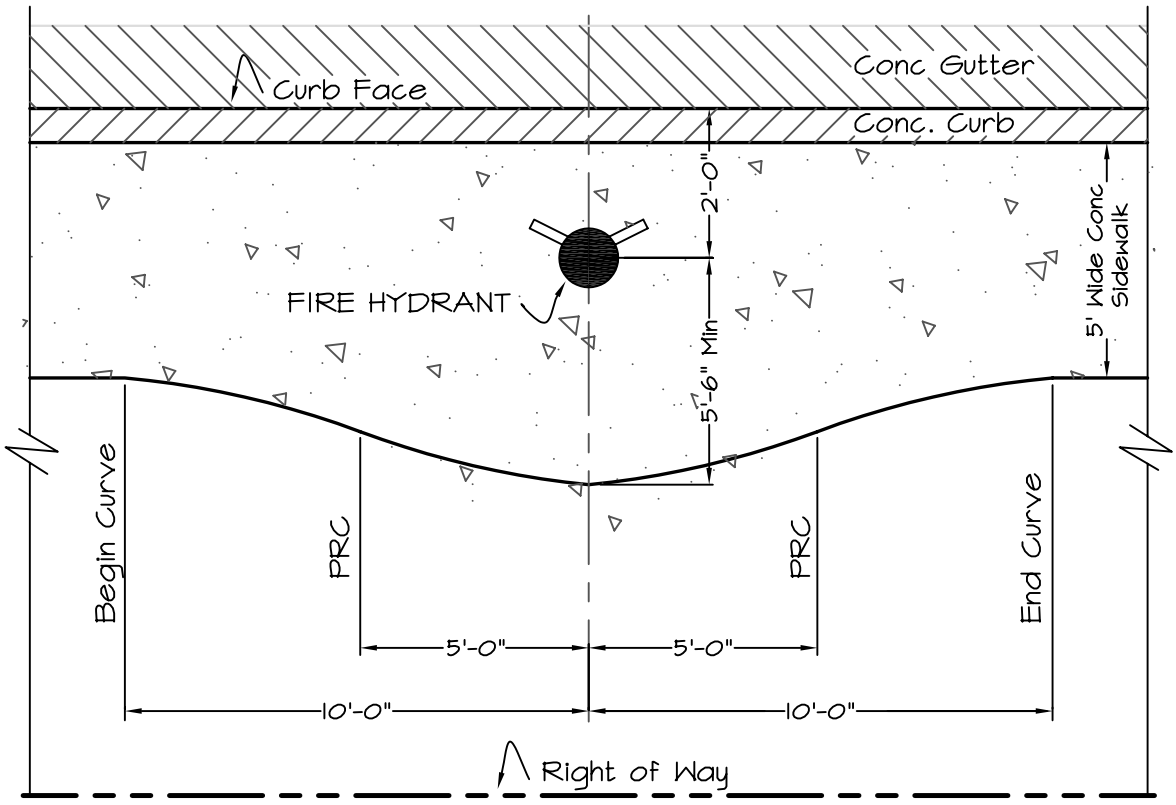
EX MAIN/HOT TAP

General Notes:

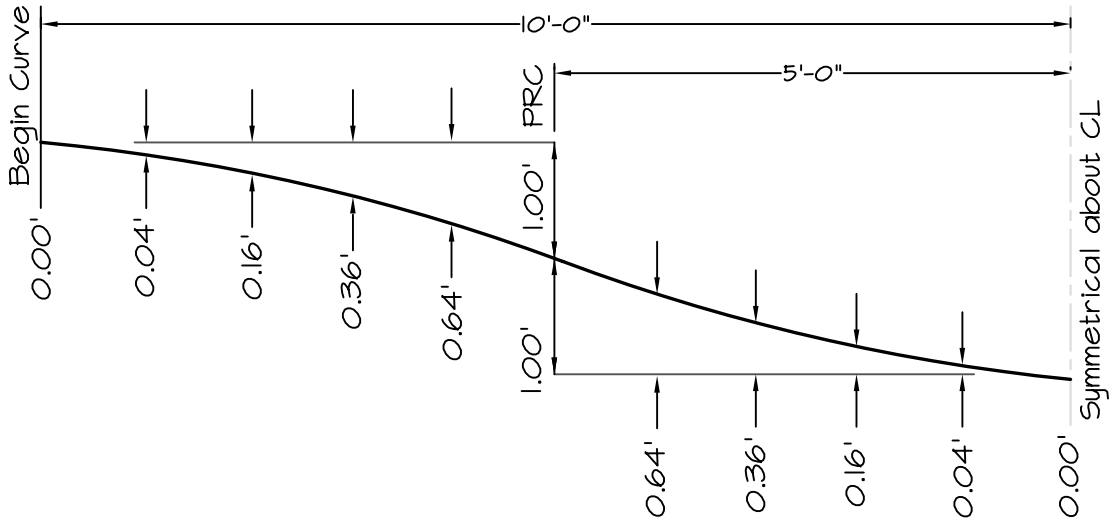
1. Fire hydrant shall be J. Jones All Bronze No. 3700R (6-hole drillings) with 2-1/2 inch and 4 inch National Standard Thread Outlets. All caps shall be brass. All Penta 6010 Nuts shall be 1-1/2 inch.
2. Machine scored cast iron breakoff spool shall be installed.
3. Fire hydrant bury, adapter, tee and breakoff spool shall be factory cement-lined. Bronze fire hydrant bodies shall not be cement-lined.
4. Outlets shall be positioned 45° to curb or roadway. Hose caps shall be bronze.
5. All buried bolts shall be coated and wrapped per MWD Standard Specifications.
6. Tapping sleeve shall be heavy duty cast-iron type, Mueller H-615 mechanical joint or approved equal.
7. Concrete thrust block shall be in accordance with MWD CS 113.
8. Fire hydrant installation in a sidewalk shall be per MWD CS 103.
9. All mechanical joint fittings shall have megalug retaining glands.

FIRE HYDRANT INSTALLATION

JULY 2022	MWD CONSTRUCTION STANDARD DRAWING	CS 102



PLAN VIEW



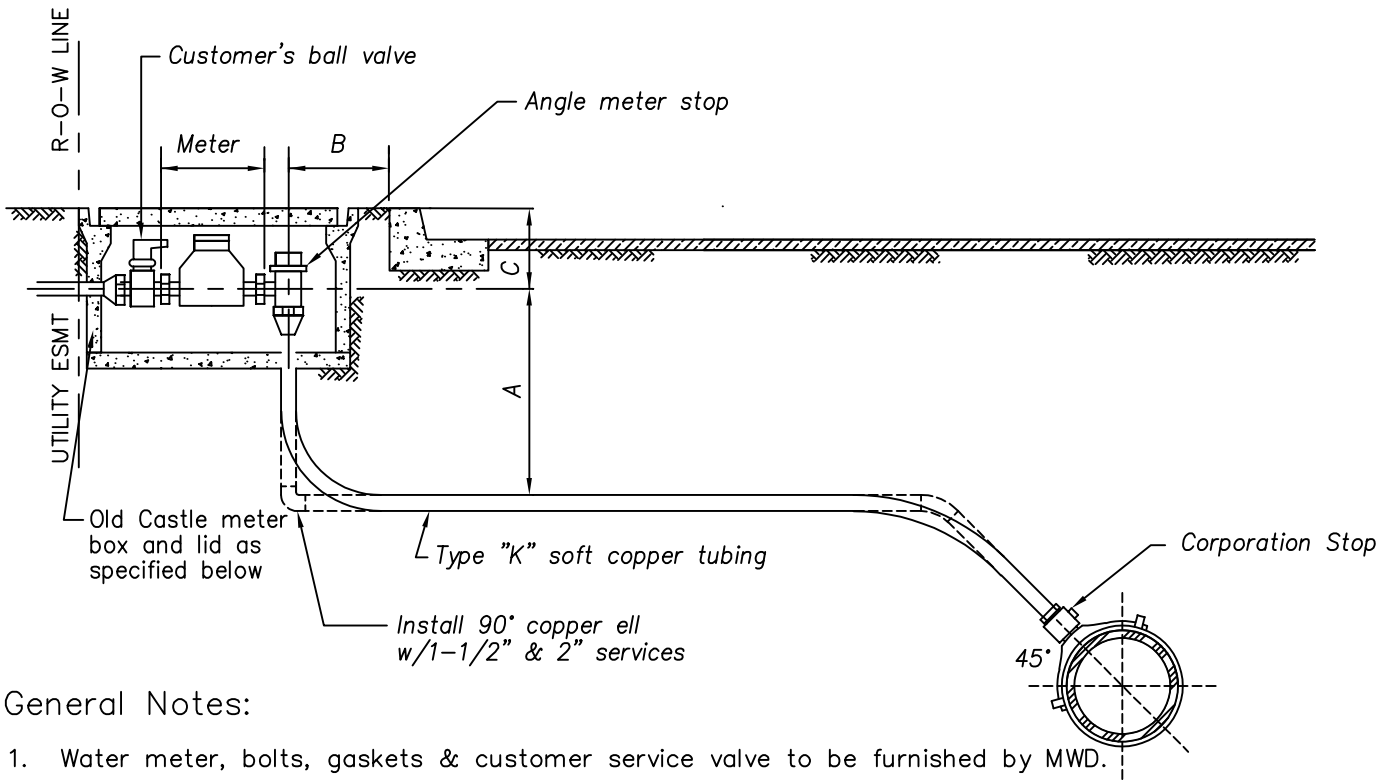
BACK OF SIDEWALK

General Notes:

1. Fire hydrant installation shall be in accordance with MWD CS 102.
2. Concrete sidewalk construction shall conform to specifications of entity having jurisdiction.
3. Any variance to the sidewalk modification to conform to conditions other than shown must be approved by the entity having jurisdiction.

SIDEWALK MODIFICATION AROUND FIRE HYDRANT

OCT 2006	MWD CONSTRUCTION STANDARD DRAWING	CS 103



General Notes:

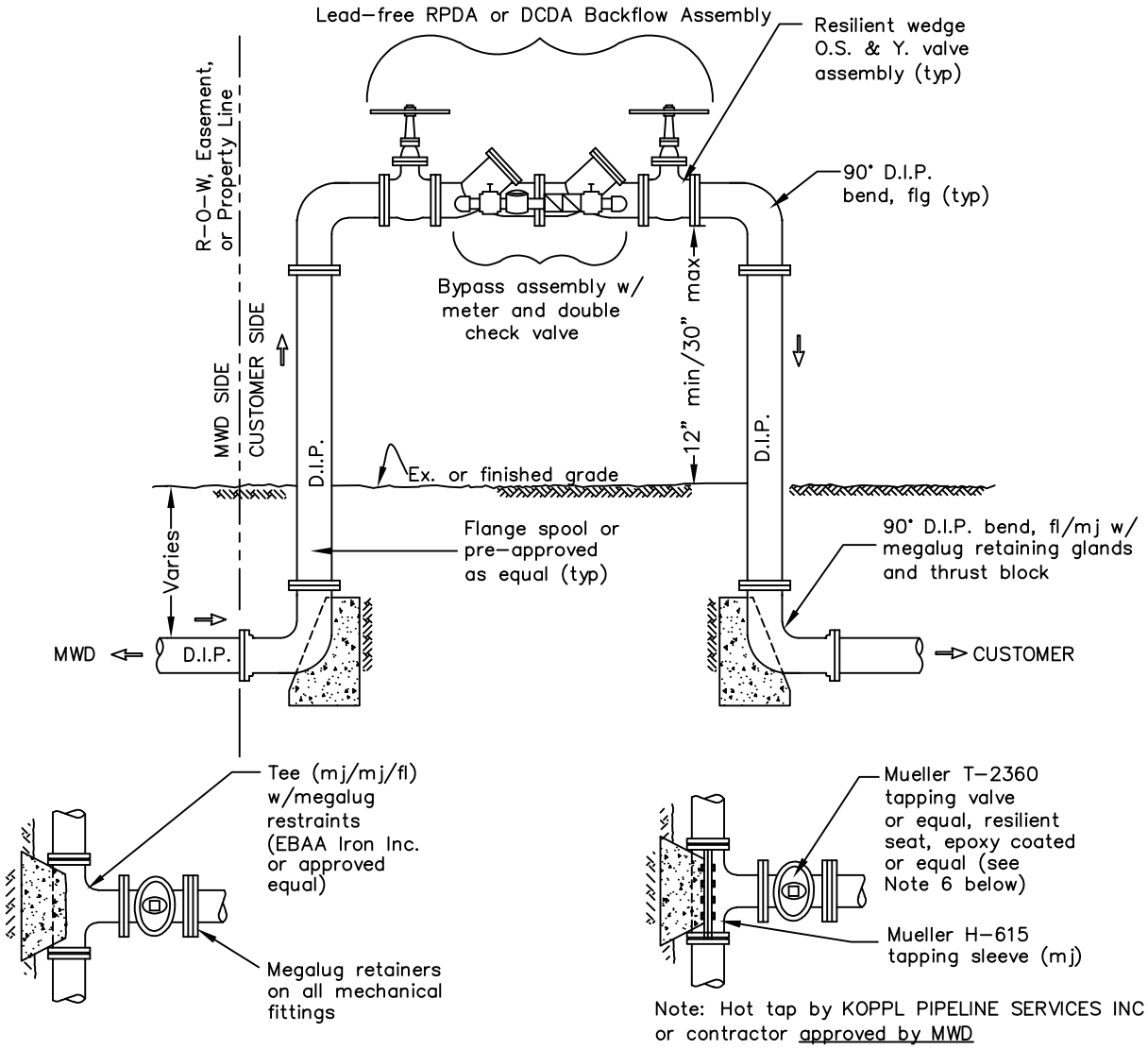
1. Water meter, bolts, gaskets & customer service valve to be furnished by MWD.
2. James Jones Co. designations are used to identify fittings. Similar fittings from other manufacturers may be approved.
3. Install J-979 saddle with neoprene ring gaskets & CS thread when connecting all service taps.
4. Tap all steel pipe through saddle, welded coupling, or approved equal.
5. Minimum separation between service taps shall be two 2 feet.
6. Services shall be installed at right angles to the line of the main.
7. Backfill per MWD Standard Specifications for the installation of water mains.
8. If main being tapped is encased in polyethylene sheath, service line shall be wrapped tightly for a distance of 3 feet from the main with 8 mil polyethylene.
9. 3/4" services shall have a 1" tap, 1" service line (copper type "k" soft) & will bush down at the meter with a J-128-H bushing.
10. For 1-1/2" & 2" services longer than 20' use copper slip coupling (soldered).
11. Note: 1-1/2" & 2" copper pipe type "K" soft for underground use.
    1-1/2" & 2" copper pipe type "K" hard for above ground use only.
12. Steel traffic lids to be installed when meter box is subject to heavy vehicle traffic or parking. Steel lids to be BROOKS or EISEL hinged, diamond plate and conform wth series numbers listed below.

MATERIALS & DIMENSIONS

Meter Size	Angle Meter Stop	Corp Stop	Ball Valve	Meter Space	A	B	C	Meter Box Model #	Lid Model #
3/4"	E-1963WSG	E-1937SG	E-1908W	9-3/8"	18"	8"	8"	1324-12	FL30
1"	E-1963WSG	E-1937SG	E-1908W	11-1/8"	18"	8"	8"	1324-12	FL30
1-1/2"	E-1975WSG	E-1937SG	E-1913W	13-1/4"	18"	12"	8"	1527-12	FL1527
2"	E-1975WSG	E-1937SG	E-1913W	16-3/4"	18"	12"	8"	1730-12	FL36

3/4" TO 2" SERVICE CONNECTION

AUG 2021	MWD CONSTRUCTION STANDARD DRAWING	CS 104



NEW MAIN/CUT–IN

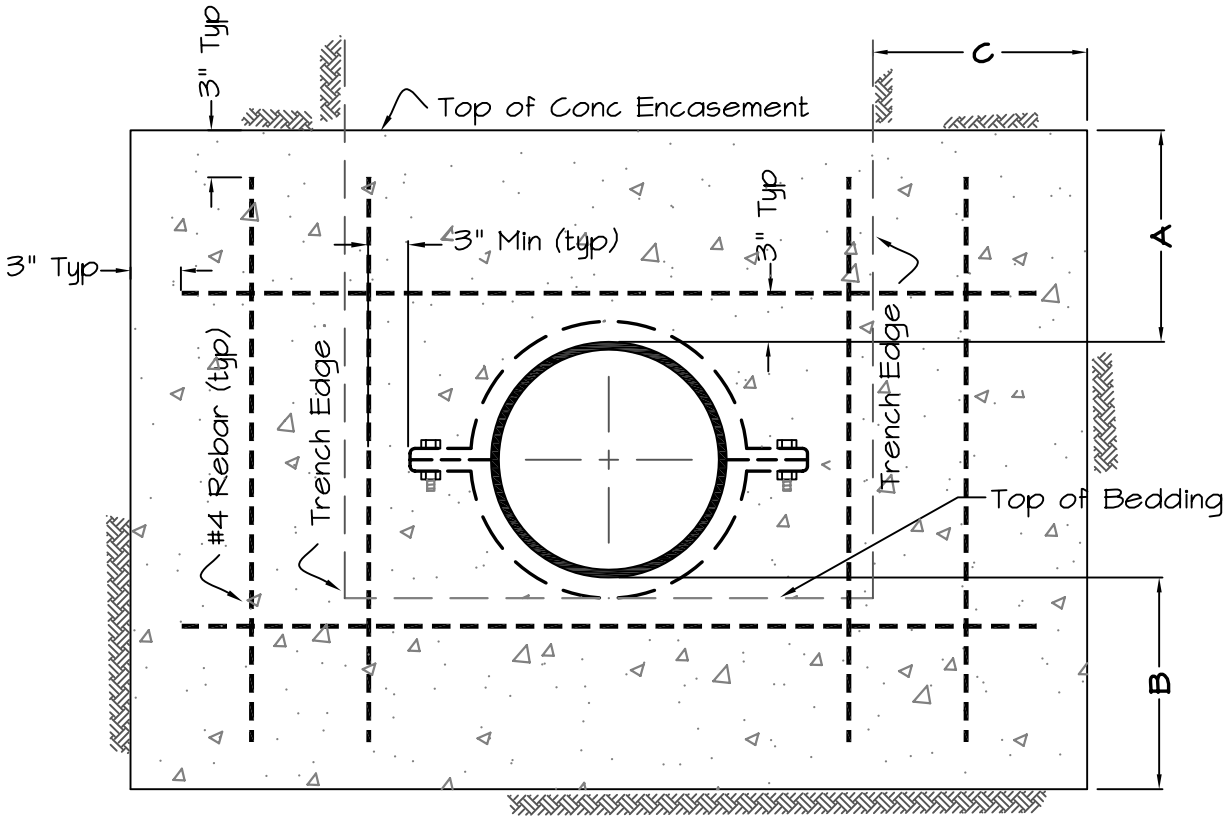
EX MAIN/HOT TAP

General Notes:

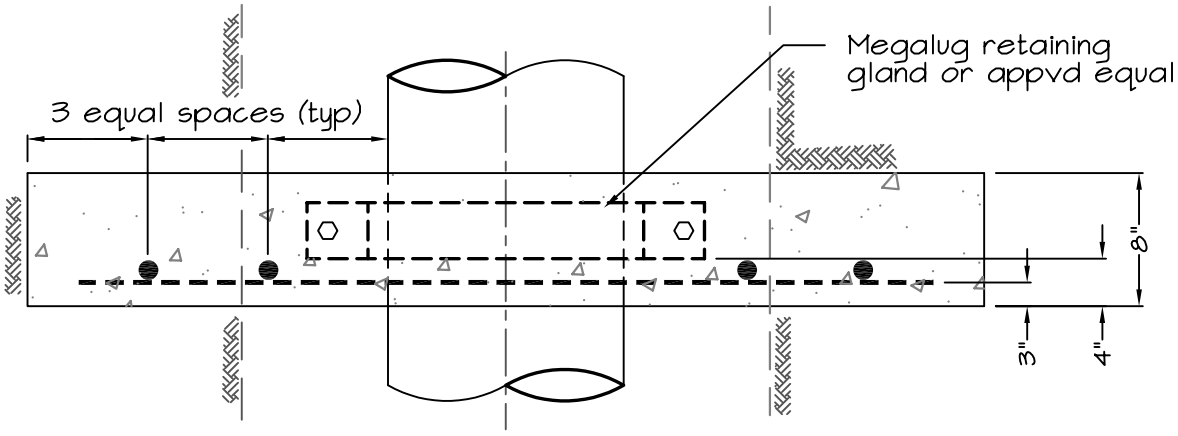
1. The backflow assembly shall be in accordance with the University of Southern California Foundation for Cross–Connection Control's most current List of Approved Backflow Assemblies , AWWA C510–97, and approved by MWD prior to installation.
2. All new & replacement assemblies on potable water service lines shall be lead–free in accordance with California Health & Safety Code 116875.
3. Location of assembly to be approved by MWD prior to installation.
4. There shall be no water service connections between the District water main & the backflow assembly.
5. Assembly shall be horizontal and level unless approved for other orientations and approved by MWD prior to installation.
6. Thrust blocks to be per MWD CS 113.
7. Backflow assembly to be tested and approved by a certified tester. No water shall be supplied to the fireline, except for backflow testing purposes, until a satisfactorily completed backflow test report is received at the Montecito Water District office (583 San Ysidro Road, Montecito).
8. Maintain minimum 12–inch horizontal and vertical clearance from any obstructions.
9. Pipe supports with concrete footings (not shown) required as needed.

BACKFLOW ASSEMBLY FOR LARGE FIRELINE

FEB 2024	MWD CONSTRUCTION STANDARD DRAWING	CS 105



CROSS-SECTION



PLAN VIEW

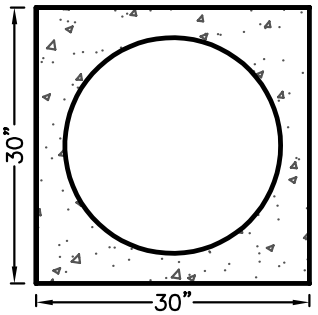
General Notes:

1. Thrust collar to be poured against firm undisturbed native soil.
2. Concrete mix to be 5 sack slurry.

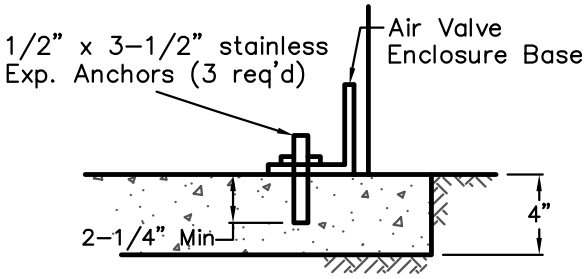
Main Size (in)	Pressure (psi)	A	B	C
8" or less	0-300	6"	6"	12"
10"	0-150	6"	6"	12"
10"	150-300	6"	8"	15"
12"	0-150	6"	6"	12"
12" or greater	150-300	6"	10"	18"

CONCRETE THRUST COLLAR

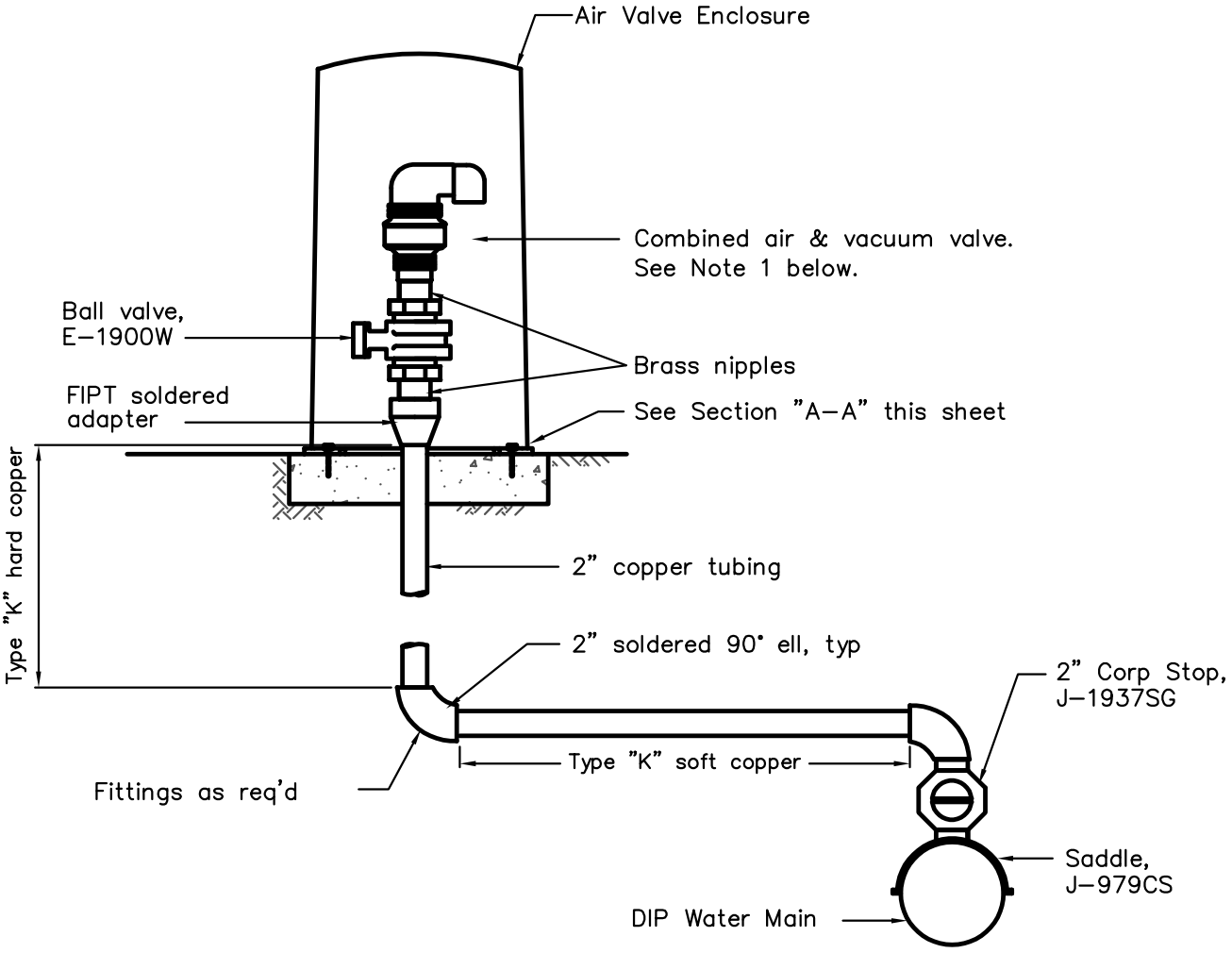
OCT 2006	MWD CONSTRUCTION STANDARD DRAWING	CS 106



CONCRETE PAD



SECTION "A–A"

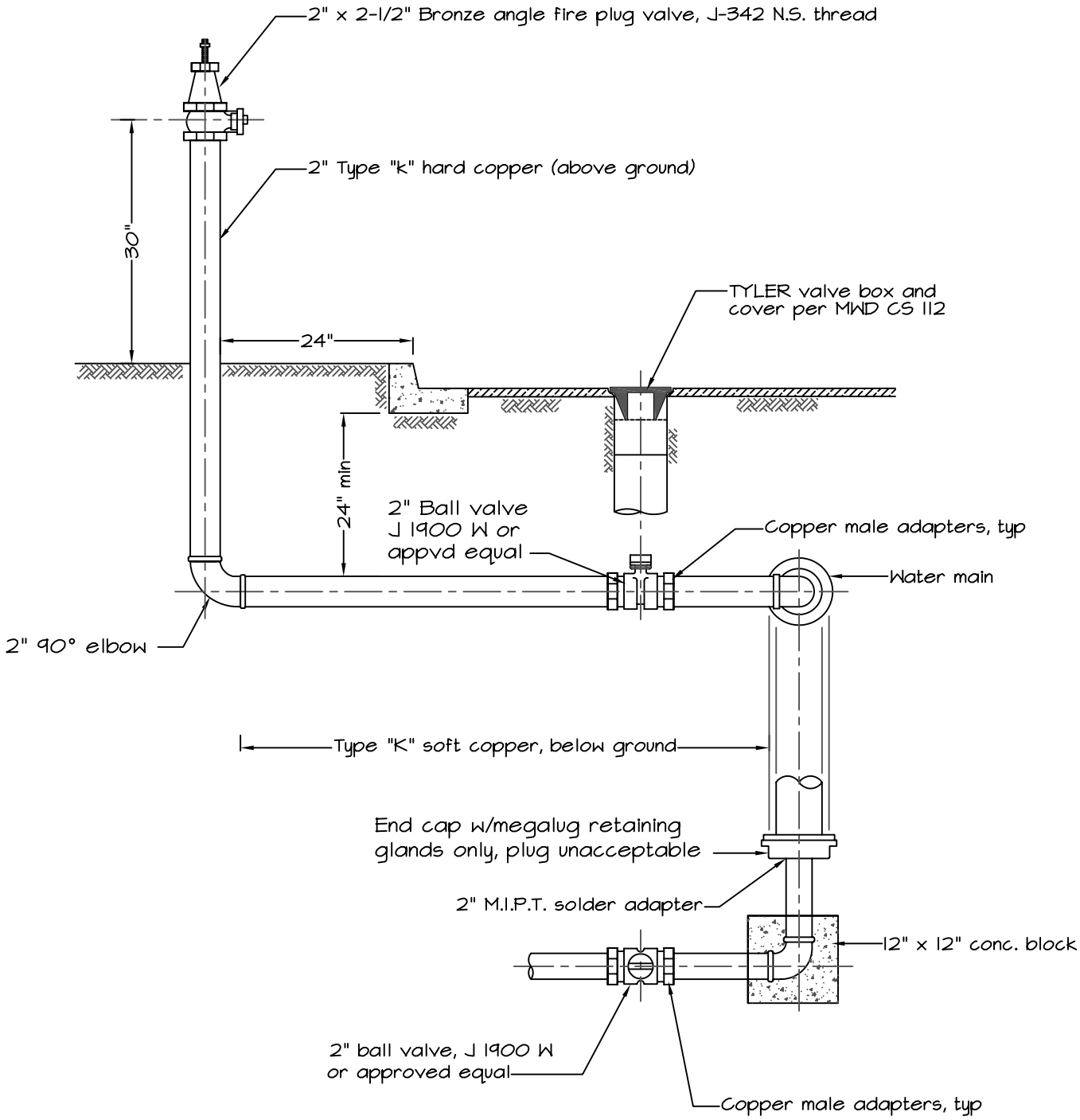


General Notes:

1. Combined air & vacuum valve shall be 2" A.R.I. Model D–040 only.
2. Air Valve Enclosure shall be Pipeline Products Part # VCAS–1424 Sandstone colored.

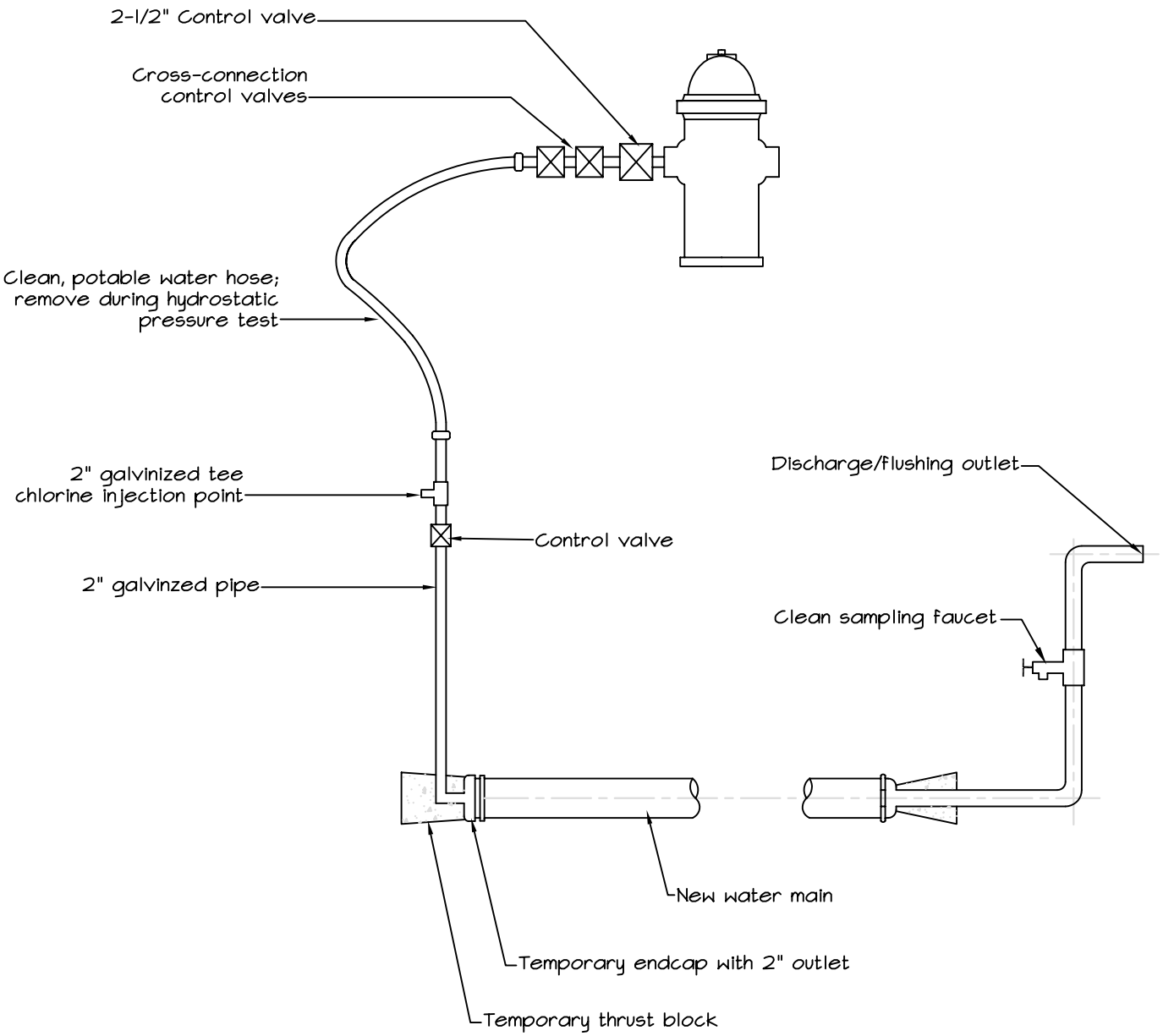
AIR AND VACUUM RELEASE VALVE (2")

FEB 2020	MWD CONSTRUCTION STANDARD DRAWING	CS 107



FLUSH LINE

OCT 2006	MWD CONSTRUCTION STANDARD DRAWING	CS 108

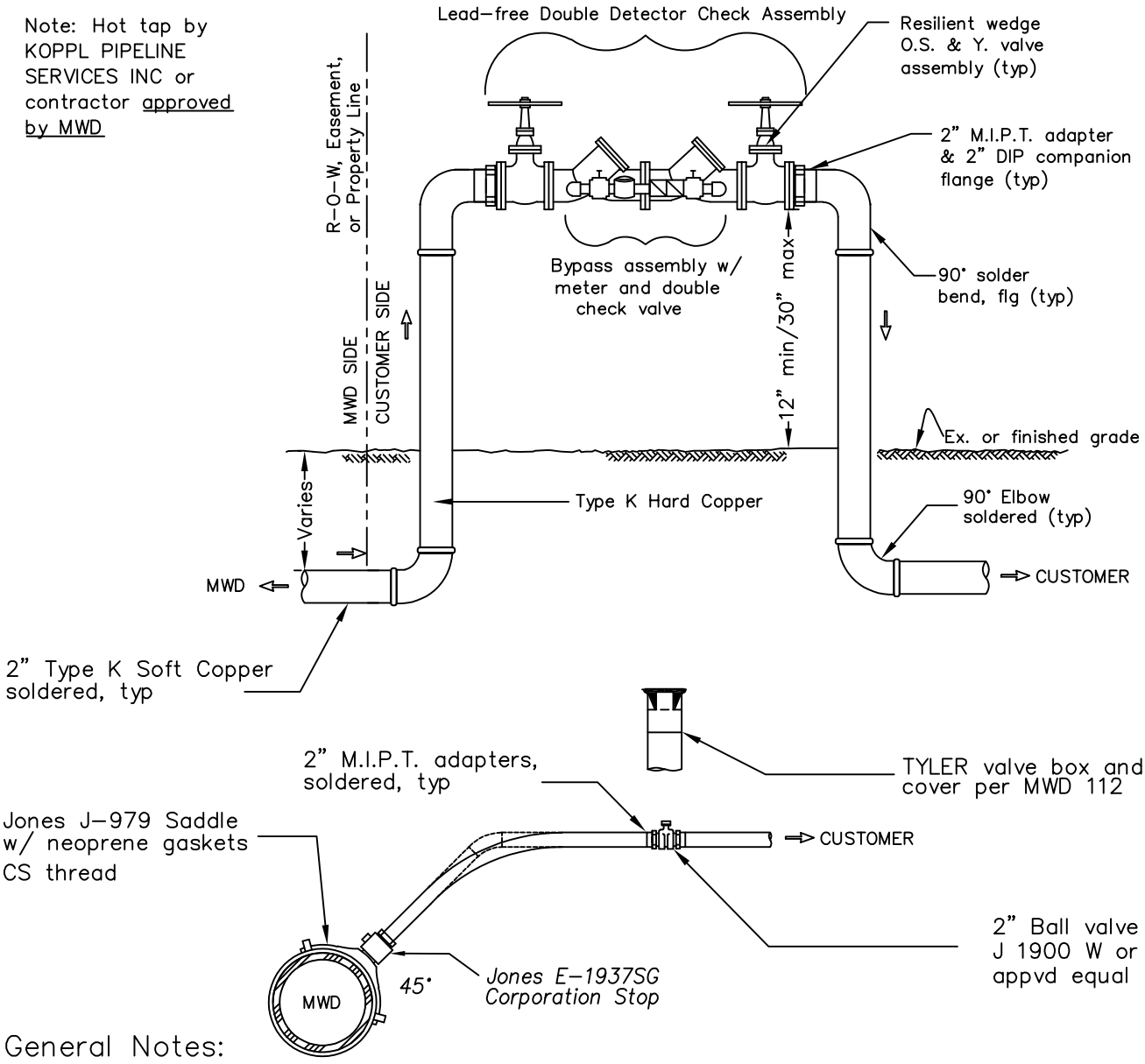


General Notes:

1. Alternate layouts require approval by MWD.

DISINFECTION LAYOUT FOR NEW WATER MAINS

OCT 2006	MWD CONSTRUCTION STANDARD DRAWING	CS 109

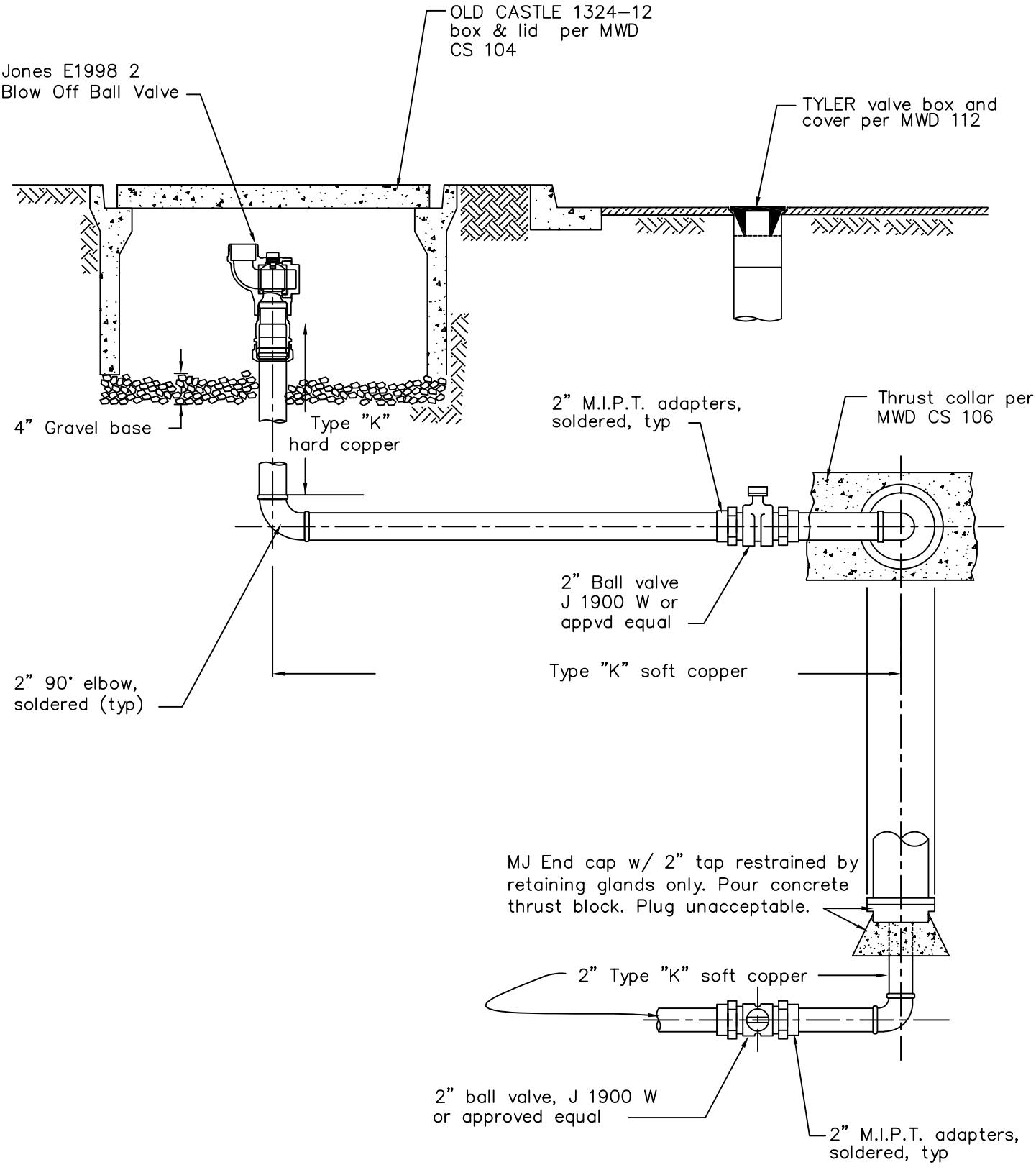


General Notes:

1. The double detector check assembly shall be in accordance with the University of Southern California Foundation for Cross–Connection Control's most current List of Approved Backflow Assemblies , AWWA C510–97, and approved by MWD prior to installation.
2. All new & replacement assemblies on potable water service lines shall be lead–free in accordance with California Health & Safety Code 116875.
3. Location of assembly to be approved by MWD prior to installation.
4. There shall be no connections between the District water main & the backflow assembly.
5. Assembly shall be horizontal and level unless approved for other orientations and approved by MWD prior to installation.
6. Backflow assembly to be tested and approved by a certified tester. No water shall be supplied to the fireline, except for backflow testing purposes, until a satisfactorily completed backflow test report is received at the Montecito Water District office (583 San Ysidro Road, Montecito).
7. Maintain minimum 12–inch horizontal and vertical clearance from any obstructions.
8. James Jones Co. designations are used to identify fittings. Similar fittings from other manufacturers may be approved.

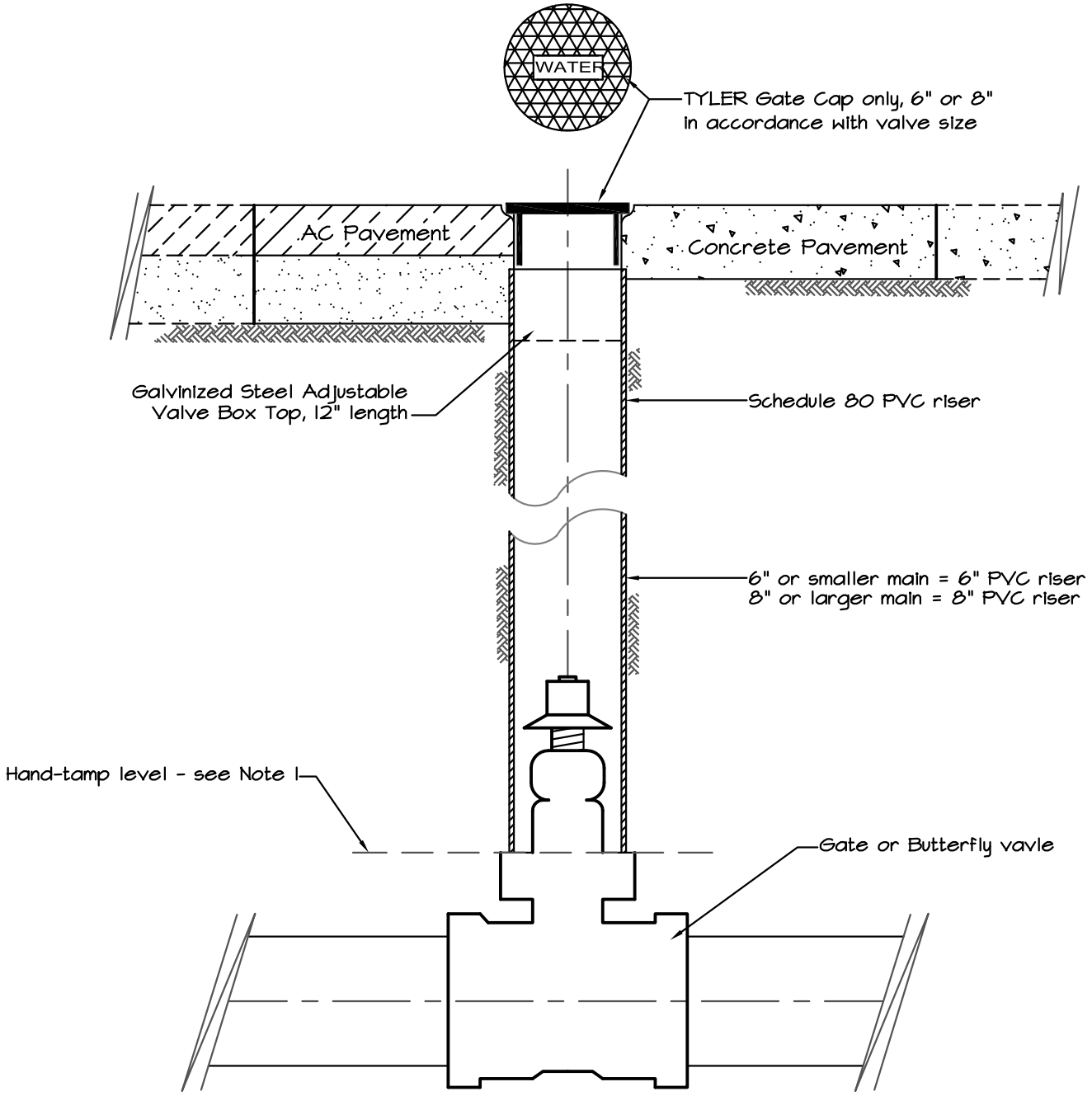
DOUBLE DETECTOR CHECK BACKFLOW ASSEMBLY FOR 2" FIRELINE

OCT 2024	MWD CONSTRUCTION STANDARD DRAWING	CS 110



END DRAIN

SEP 2021	MWD CONSTRUCTION STANDARD DRAWING	CS 111

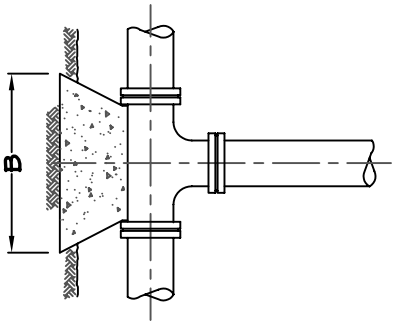


General Notes:

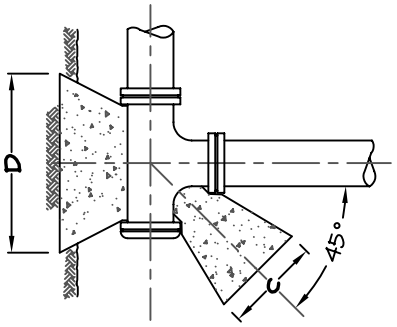
1. Installation with gate valve requires hand-tamped backfill up to top of valve bonnet before placing valve box. For butterfly valve installation, hand-tamp backfill up to top of operating chamber before valve box placement.
2. Backfill and replace pavement per MWD standard specifications for the installation of water mains and applicable permit requirements.
3. For valve boxes outside paved roadways, top of valve box shall extend 1" above existing grade.

VALVE BOX & COVER

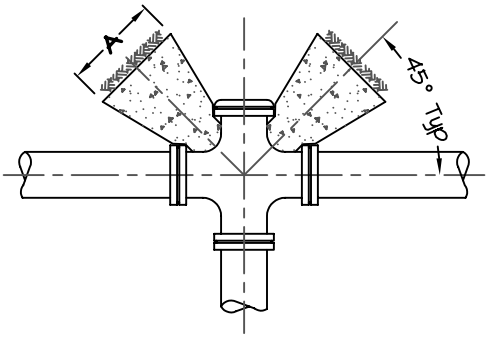
OCT 2006	MWD CONSTRUCTION STANDARD DRAWING	CS 112



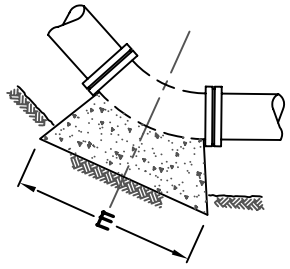
TEE



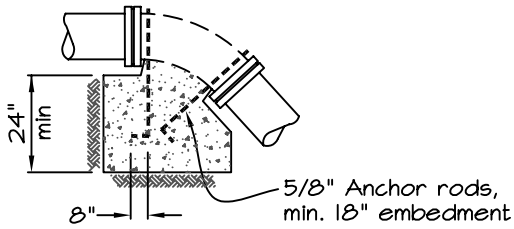
TEE (One End Plugged)



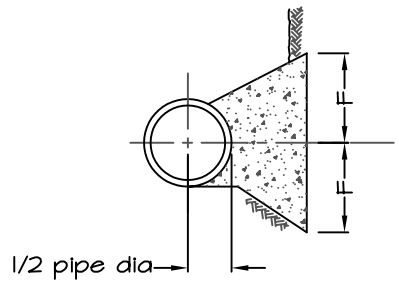
CROSS (One End Plugged)



BEND



VERTICAL BEND



THRUST BLOCK
TYPICAL SECTION

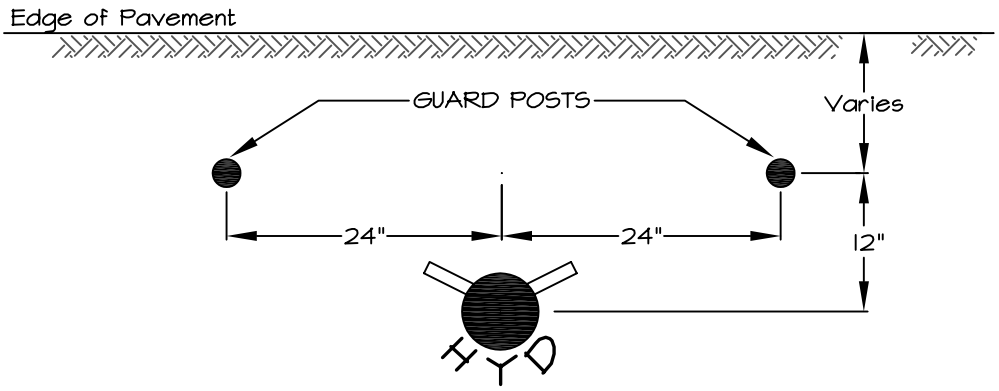
General Notes:

1. Thrust blocks to be poured against firm undisturbed native soil.
2. Concrete mix to be 5 sack.
3. Concrete poured against the pipe fitting must not extend beyond the joints.
4. Dimensions shown below are given in inches except as notes.

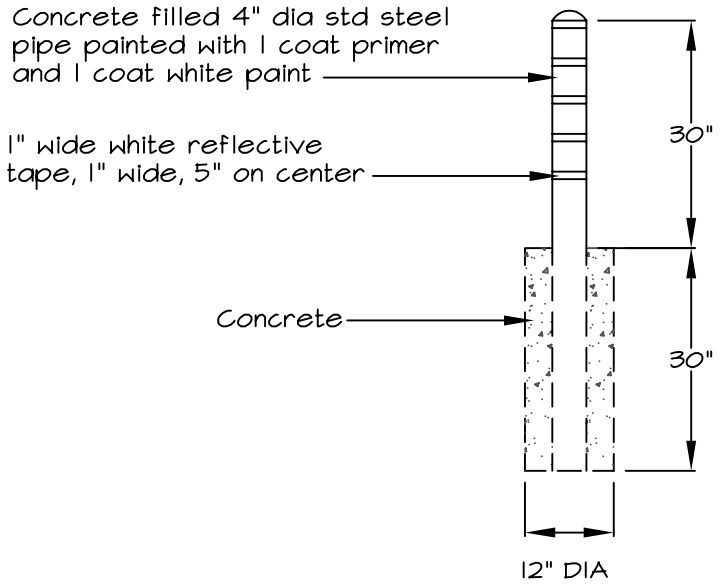
Main Size (In)	Main Pressure (psi)	Crosses & Tees					Horizontal Bends								Required Cubic Yards		
							90°		45°		22-1/2°		11-1/4°				
		F	A	B	C	D	F	E	F	E	F	E	F	E	45°	22-1/2°	11-1/4°
4	0-150	5	12	12	12	18	5	12	5	12	5	12	5	12	0.4	0.2	0.2
4	150-300	6	12	12	18	24	6	18	5	12	5	12	5	12	0.8	0.4	0.2
6	0-150	6	18	18	18	30	6	18	6	12	6	12	6	12	0.9	0.5	0.3
6	150-300	9	12	18	24	36	9	24	9	18	6	12	6	12	1.8	1.0	0.5
8	0-150	9	12	18	24	36	9	24	6	18	6	12	6	12	1.5	0.8	0.4
8	150-300	12	18	24	36	48	12	36	9	24	9	18	6	12	3.0	1.6	0.8
10	0-150	12	18	18	30	36	12	30	9	24	6	18	6	12	2.3	1.2	0.6
10	150-300	15	24	30	42	60	15	42	12	30	9	24	6	18	4.6	2.4	1.2
12	0-150	12	18	30	36	54	12	36	12	24	9	18	6	12	3.3	1.7	0.8
12	150-300	18	24	36	48	72	18	48	15	36	12	24	9	18	6.6	3.4	1.7

CONCRETE THRUST BLOCK

OCT 2006	MWD CONSTRUCTION STANDARD DRAWING	CS 113



PLAN VIEW



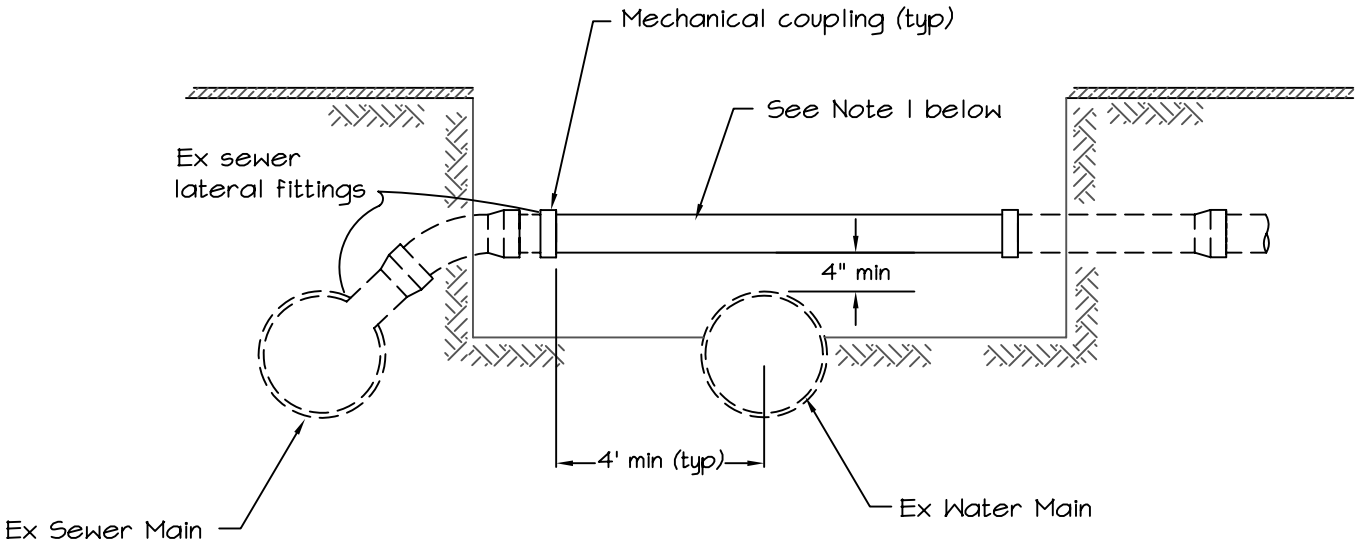
SECTION VIEW

General Notes:

1. Guard posts shall be installed plumb.
2. Concrete shall be placed against firm undisturbed native soil and be thoroughly consolidated.
3. Any variance to the guard post layout to conform to conditions other than shown must be approved by MWD prior to installation.

FIRE HYDRANT GUARD POST

OCT 2006	MWD CONSTRUCTION STANDARD DRAWING	CS 114

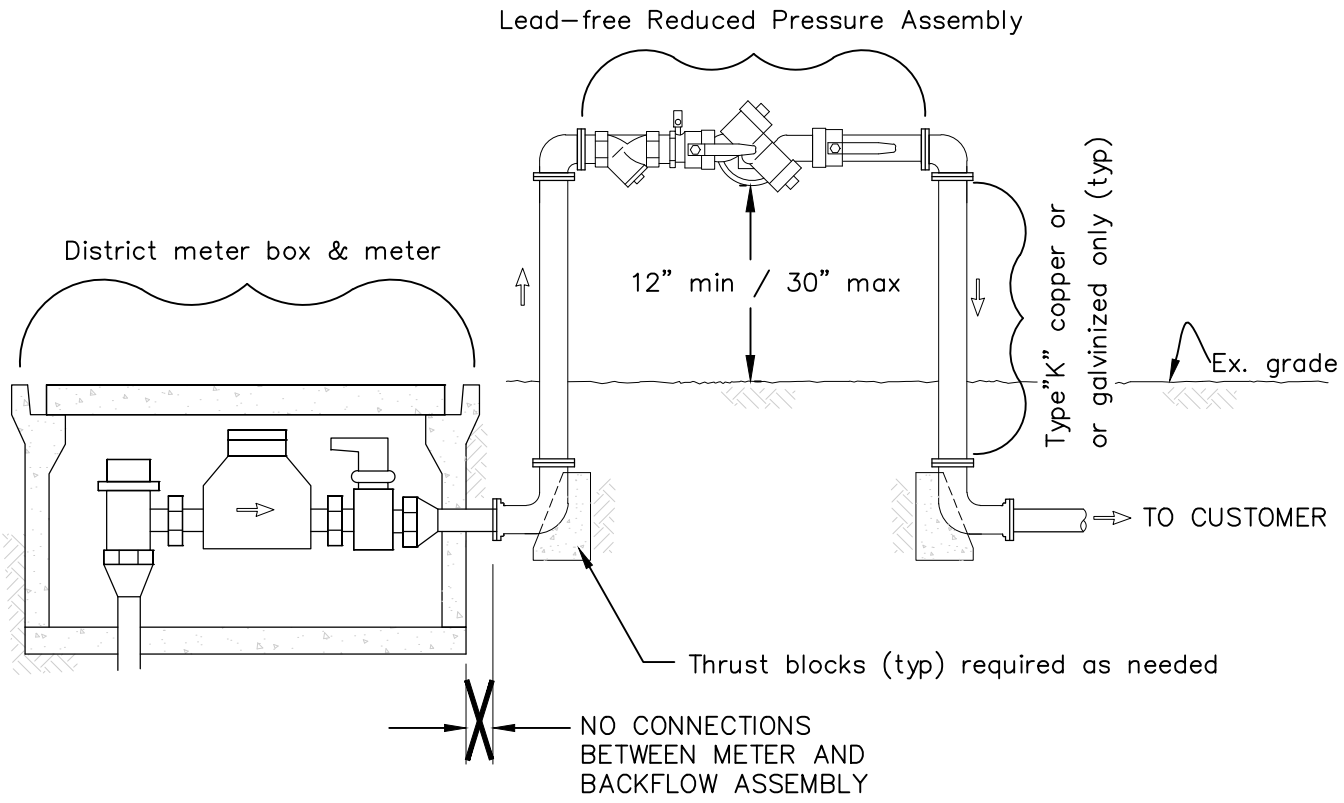


General Notes:

1. In accordance with the California State Department of Health Services Criteria for the Separation of Mains and Sanitary Sewers, sanitary house laterals that cross above a pressure water main shall be constructed of a continuous section of DIP, Class 200 plastic, reinforced concrete pressure pipe or any sewer pipe within a continuous sleeve. The continuous section shall be a mininum of 4' from each edge of the existing water main.
2. This standard is the minimum requirement and no lesser variance will be approved by MWD.
3. Sewer laterals shall maintain 2% minimum slope.
4. Backfill and replace pavement per MWD standard specifications for the installation of water mains and shall conform to specifications of other entities having jurisdiction.
5. Mechanical compression coupling shall be Caulder Coupling or approved equal.

NEW OR REPAIR OF SEWER LATERAL OVER WATER MAIN

OCT 2006	MWD CONSTRUCTION STANDARD DRAWING	CS 116

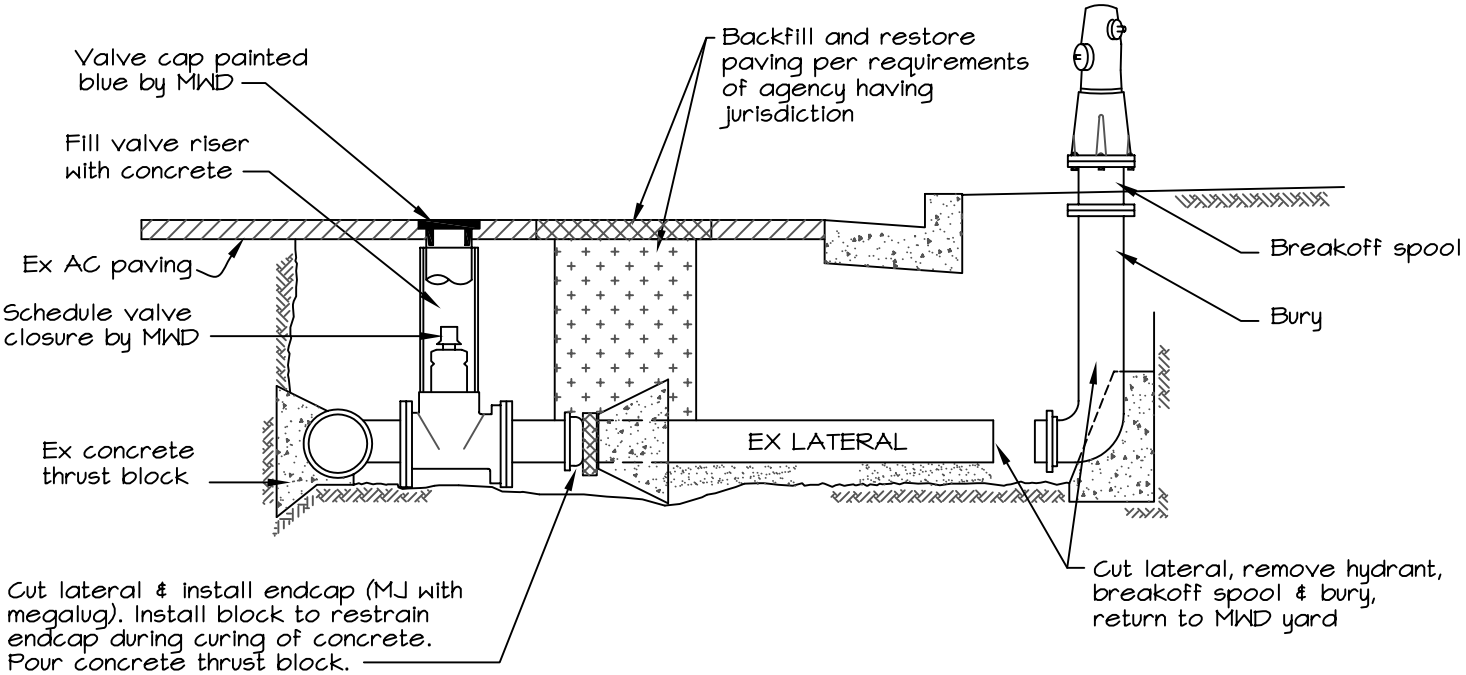


General Notes:

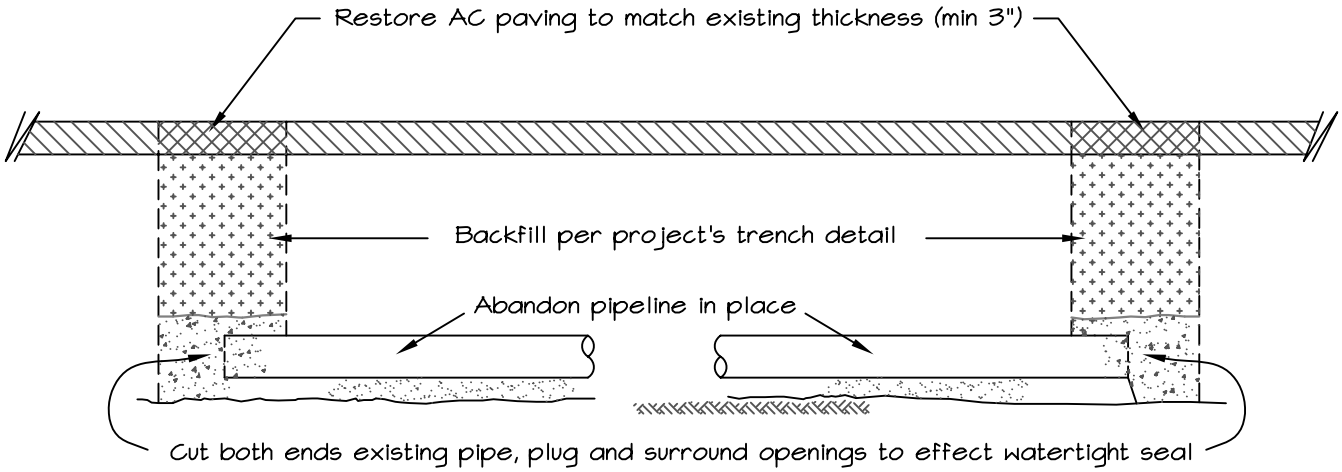
1. The reduced pressure assembly shall be in accordance with the University of Southern California Foundation for Cross–Connection Control's most current "List of Approved Backflow Assemblies", AWWA C511–17, and pre–approved by MWD prior to installation.
2. All new & replacement assemblies on potable water service lines shall be lead–free in accordance with California Health & Safety Code 116875.
3. Location of assembly to be at District meter. Exceptions to be approved by MWD prior to installation.
4. There shall be no connections between the District meter and the backflow assembly.
5. Assembly shall be horizontal and level unless approved for other orientations and pre–approved by MWD prior to installation.
6. Thrust blocks to be per MWD CS 113.
7. Backflow assembly to be tested and approved by a certified tester. MWD meter shall remain locked, except for backflow testing purposes, until a satisfactorily completed backflow test report is received at the Montecito Water District office (583 San Ysidro Road, Montecito).
8. Maintain minimum 12–inch clearance from any structure.
9. Pipe supports with concrete footings (not shown) required as needed.

REDUCED PRESSURE BACKFLOW ASSEMBLY FOR METER PROTECTION

JUNE 2019	MWD CONSTRUCTION STANDARD DRAWING	CS 117



VALVE & FIRE HYDRANT



WATER MAIN

ABANDONMENT OF FACILITIES

PART E - APPENDIX B
TOPOGRAPHIC DRAWINGS

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TOPOGRAPHIC SURVEY

MWD HIGHLINE WATER MAIN REPAIR - (MONTECITO, CA)

LEGAL DESCRIPTION - TITLE REPORT NO. 7330785

REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT CERTAIN REAL PROPERTY IN SECTION 10, TOWNSHIP 4 NORTH, RANGE 26 WEST, SAN BERNARDINO MERIDIAN, LYING SOUTHERLY OF BELLA VISTA DRIVE, LOCATED IN EL MONTECITO (SO-CALLED), IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT STATION 72 OF BELLA VISTA DRIVE AS CONVEYED BY L. F. SWIFT TO THE COUNTY OF SANTA BARBARA, BY DEED DATED JULY 5, 1935 AND RECORDED IN BOOK 350, PAGE 362 OF OFFICIAL RECORDS, IN THE SANTA BARBARA COUNTY RECORDS, SAME BEING THE MOST NORTHERLY CORNER OF THE REAL PROPERTY CONVEYED BY CHARLES H. SWIFT, ET AL., TRUSTEES, TO HELEN OSWALD, ET AL., BY DEED DATED MAY 17, 1946 AND RECORDED IN BOOK 698, PAGE 68 OF OFFICIAL RECORDS IN THE SAID SANTA BARBARA COUNTY RECORDS; THENCE 1ST, FOLLOWING ALONG THE CENTER LINE OF SAID BELLA VISTA DRIVE AND ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, (WHOSE TANGENT LINE BEARS NORTH 72°46' EAST), 185.88 FEET IN A NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY DIRECTION, SAID CURVE HAVING A DELTA OF 106°30' AND A RADIUS OF 100.00 FEET, THE CHORD OF WHICH BEARS SOUTH 53°59' EAST, 160.25 FEET TO THE END OF SAID CURVE AND STATION 73 OF SAID BELLA VISTA DRIVE; THENCE 2ND, SOUTH 0° 44' EAST ALONG SAID CENTER LINE 136.04 FEET TO THE BEGINNING POINT OF A CIRCULAR CURVE TO THE LEFT AND STATION 74 OF SAID DRIVE; THENCE 3RD, FOLLOWING ALONG SAID CENTER LINE AND ARC OF SAID CURVE 119.88 FEET IN A SOUTHEASTERLY DIRECTION, SAID CURVE HAVING A DELTA OF 39°16' AND A RADIUS OF 175.00 FEET, THE CHORD OF WHICH BEARS SOUTH 20°22' EAST, 117.60 FEET TO THE END OF SAID CURVE AND STATION 75 OF SAID DRIVE; THENCE 4TH, SOUTH 40°00' EAST ALONG SAID CENTER LINE, 158.40 FEET TO BEGINNING POINT OF A CIRCULAR CURVE TO THE LEFT AND STATION 76 OF SAID DRIVE; THENCE 5TH FOLLOWING ALONG SAID CENTER LINE AND ARC OF SAID CURVE, 170.57 FEET IN A SOUTHEASTERLY DIRECTION, SAID CURVE HAVING A DELTA OF 84°59' AND A RADIUS OF 115.00 FEET, THE CHORD OF WHICH BEARS SOUTH 82°29'30" EAST, 155.36 FEET TO THE END OF SAID CURVE AND STATION 77 OF SAID DRIVE; THENCE 6TH, NORTH 55°01' EAST ALONG THE SAID CENTER LINE, 16.61 FEET TO THE BEGINNING POINT OF A CIRCULAR CURVE TO THE RIGHT AND STATION 78 OF SAID DRIVE; THENCE 7TH, FOLLOWING ALONG THE SAID CENTER LINE AND ARC OF SAID CURVE, 63.76 FEET IN A NORTHEASTERLY DIRECTION SAID CURVE HAVING A DELTA OF 28°06' AND A RADIUS OF 130.00 FEET, THE CHORD OF WHICH BEARS NORTH 69°04' EAST, 63.13 FEET TO A POINT IN SAID CURVE, AT STATION 79 OF SAID BELLA VISTA DRIVE, BEARS SOUTH 51°27' EAST, 185.23 FEET DISTANT; THENCE 8TH, SOUTH 0°53'30" WEST, 1,040.00 FEET ALONG SAID BELLA VISTA DRIVE, 725.85 FEET TO A 3/4 INCH SURVEY PIPE; THENCE 9TH, SOUTH 1°41'30" WEST, 508.25 FEET TO A 2 INCH SURVEY PIPE WITH BRASS CAP; THENCE 10TH, SOUTH 24.00 FEET TO A 2 INCH SURVEY PIPE WITH BRASS CAP, SET IN THE ONE-SIXTEENTH LINE OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 26 WEST, SAN BERNARDINO MERIDIAN; THENCE 11TH, NORTH 89°59'50" WEST FOLLOWING ALONG THE SAID ONE-SIXTEENTH LINE OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 26 WEST, SAN BERNARDINO MERIDIAN, 637.85 FEET TO AN OLD 1/2 INCH SURVEY PIPE FROM WHICH A TWO INCH SURVEY PIPE WITH BRASS CAP BEARS NORTH 89°59'50" WEST, 293.00 FEET DISTANT; THENCE 12TH, NORTH 66°11' WEST, 309.80 FEET TO A 2 INCH SURVEY PIPE WITH BRASS CAP; THENCE 13TH, NORTH 75°51' WEST, 159.65 FEET TO A POINT IN ROMERO CANYON CREEK, FROM WHICH A 3/4 INCH SURVEY PIPE SET ON THE EAST BANK OF SAME BEARS SOUTH 75°51' EAST, 67.00 FEET DISTANT, SAID POINT BEING THE MOST SOUTHEASTERLY CORNER OF SAID HELEN OSWALD, ET AL., PROPERTY AS ABOVE FIRST MENTIONED; THENCE 14TH, FOLLOWING THE EASTERLY LINE OF THE SAID HELEN OSWALD, ET AL., PROPERTY NORTH 25°12' EAST AND UP SAID ROMERO CANYON CREEK 198.34 FEET TO A CROSS CUT ON TOP OF A 12 FOOT BOULDER FROM WHICH A SPIKE IN A 10 INCH LIVE OAK TREE BEARS NORTH 58°12' EAST, 14.85 FEET DISTANT; THENCE 15TH, NORTH 28°26' WEST UP SAID CREEK, 114.30 FEET TO A CROSS CUT ON A THREE FOOT ROCK, FROM WHICH A SPIKE IN A 22 INCH SYCAMORE TREE BEARS NORTH 58°55' EAST, 32.37 FEET DISTANT; THENCE 16TH, NORTH 41°30' EAST UP SAID CREEK, 228.42 FEET TO A CROSS CUT ON A 3 FOOT ROCK; THENCE 17TH, NORTH 0°23' WEST UP SAID CREEK, 75.20 FEET TO A CROSS CUT ON TOP OF A 15 FOOT ROCK ON THE EAST BANK OF SAID CREEK, FROM WHICH A SPIKE IN A 36 INCH LIVE OAK TREE BEARS NORTH 55°43' EAST, 28.64 FEET DISTANT; THENCE 18TH, NORTH 62.09' EAST ALONG SAID ROMERO CANYON CREEK AND FOLLOWING UP A BARRANCA 97.55 FEET TO A 3/4 INCH SURVEY PIPE; FROM WHICH A SPIKE IN A 14 INCH LIVE OAK TREE BEARS NORTH 1°29' WEST, 21.51 FEET DISTANT; THENCE 19TH, NORTH 16°50' EAST UP SAID BARRANCA 94.52 FEET TO A 3/4 INCH SURVEY PIPE, FROM WHICH A SPIKE IN A 12 INCH FORKED LIVE OAK TREE BEARS NORTH 20°05' EAST, 23.18 FEET DISTANT AND A SPIKE IN ANOTHER 18 INCH LIVE OAK TREE BEARS SOUTH 51°35' EAST, 13.00 FEET DISTANT; THENCE 20TH, NORTH 27°12'40" EAST LEAVING SAID MAIN BARRANCA AND FOLLOWING UP GENERAL COURSE OF A BRANCH BARRANCA 934.66 FEET TO A POINT ON THE SOUTHERLY LINE OF BELLA VISTA DRIVE; THENCE 21ST, NORTH 17°40' WEST ALONG THE RADIAL LINE OF SAID CIRCULAR CURVE MENTIONED IN THE FIRST COURSE 25.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION FIRSTLY DESCRIBED IN THE DEED TO ROBERT M. HUTCHINS, ET UX., RECORDED NOVEMBER 17, 1955 AS INSTRUMENT NO. 28334 IN BOOK 1570, PAGE 370 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY.

PARCEL 2:

AN EASEMENT FOR THE INSTALLATION, USE, AND MAINTENANCE OF A WATER LINE AS CREATED BY DEED RECORDED SEPTEMBER 20, 1988 AS INSTRUMENT NO. 88-59989 OF OFFICIAL RECORDS, AS DESCRIBED IN SAID DEED AND AS MODIFIED BY DOCUMENTS RECORDED AUGUST 22, 1991 AS INSTRUMENT NO. 91-56339, AND RECORDED OCTOBER 23, 1991 AS INSTRUMENT NO. 91-071494 OFFICIAL RECORDS.

PARCEL 2:

AN EASEMENT FOR THE INSTALLATION, USE, AND MAINTENANCE OF A WATER LINE AS CREATED BY DEED RECORDED SEPTEMBER 20, 1988 AS INSTRUMENT NO. 88-59989 OF OFFICIAL RECORDS, AS DESCRIBED IN SAID DEED AND AS MODIFIED BY DOCUMENTS RECORDED AUGUST 22, 1991 AS INSTRUMENT NO. 91-56339, AND RECORDED OCTOBER 23, 1991 AS INSTRUMENT NO. 91-071494 OFFICIAL RECORDS

(PLOTTED HEREON AS 20).

A.P.N. 155-030-002 AND 155-030-005

SCHEDULE B ITEMS - TITLE REPORT NO. 7330785

BASED UPON TITLE REPORT NO. 7330785, DATED OCTOBER 9, 2025 AS PREPARED BY FIRST AMERICAN TITLE COMPANY.

4. AN EASEMENT SHOWN OR DEDICATED ON THE MAP FILED OR RECORDED AS BOOK 21, PAGE 139 OF RECORD OF SURVEYS **(PLOTTED HEREON).**
5. AN EASEMENT FOR WATER PIPELINES AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 15, 1927 AS INSTRUMENT NO. 10075, BOOK 133, PAGE 466 OF OFFICIAL RECORDS **(PLOTTED HEREON).**
6. AN EASEMENT FOR PUBLIC ROAD, WITH RIGHT TO EXTEND SLOPES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED NOVEMBER 4, 1935 AS INSTRUMENT NO. 7888 IN BOOK 350, PAGE 362 OF OFFICIAL RECORDS **(PLOTTED HEREON).**
7. "COVENANTS, CONDITIONS AND RESTRICTIONS IN THE DOCUMENT RECORDED APRIL 26, 1957 AS INSTRUMENT NO. 8056, BOOK 1442, PAGE 599 OF OFFICIAL RECORDS **(PLOTTED HEREON).**
8. AN EASEMENT SHOWN OR DEDICATED ON THE MAP FILED OR RECORDED AS BOOK 39, PAGE 95 OF RECORD OF SURVEYS **(PLOTTED HEREON).**
9. AN EASEMENT SHOWN OR DEDICATED ON THE MAP FILED OR RECORDED AS BOOK 44, PAGE 74 OF RECORD OF SURVEYS **(PLOTTED HEREON).**
10. AN EASEMENT FOR ELECTRIC LINE AND APPURTENANCES AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 13, 1962 AS INSTRUMENT NO. 48041, BOOK 1962, PAGE 419 OF OFFICIAL RECORDS. **(PLOTTED HEREON).**
11. THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "GRANT OF EASEMENTS" RECORDED AUGUST 22, 1991 AS INSTRUMENT NO. 91-56339 OF OFFICIAL RECORDS **(PLOTTED HEREON).**
12. THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "GRANT OF EASEMENTS" RECORDED OCTOBER 23, 1991 AS INSTRUMENT NO. 91-71494 OF OFFICIAL RECORDS **(PLOTTED HEREON).**
13. THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "AMENDMENT TO EASEMENT" RECORDED OCTOBER 23, 1991 AS INSTRUMENT NO. 91-71495 OF OFFICIAL RECORDS **(PLOTTED HEREON).**
14. THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "DECLARATION OF RESTRICTIONS CREATING EASEMENT" RECORDED MAY 10, 1996 AS INSTRUMENT NO. 96-29448 OF OFFICIAL RECORDS **(NOT PLOTTED; DOES NOT AFFECT SUBJECT PROPERTY).**
15. A DOCUMENT ENTITLED "NOTICE TO PROPERTY OWNER" RECORDED APRIL 16, 1998 AS INSTRUMENT NO. 98-026173OF OFFICIAL RECORDS **(PLOTTED HEREON).**
16. THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "EASEMENT MODIFICATION AGREEMENT" RECORDED APRIL 25, 2001 AS INSTRUMENT NO. 2001-0030937 OF OFFICIAL RECORDS **(PLOTTED HEREON).**
17. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "ROADWAY MAINTENANCE AGREEMENT" RECORDED APRIL 25, 2001 AS INSTRUMENT NO. 2001-0030938 OF OFFICIAL RECORDS **(PLOTTED HEREON).**
19. THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "ACCESS EASEMENT AGREEMENT" RECORDED MAY 09, 2024 AS INSTRUMENT NO. 24-13792 OF OFFICIAL RECORDS **(PLOTTED HEREON).**
20. ANY EASEMENTS AND/OR SERVITUDES AFFECTING EASEMENT PARCEL(S) 2 HEREIN DESCRIBED **(PLOTTED HEREON).**
21. RIGHTS OF THE PUBLIC IN AND TO THAT PORTION OF THE LAND LYING WITHIN ANY ROAD, STREET, ALLEY OR HIGHWAY.
22. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.

LEGAL DESCRIPTION - TITLE REPORT NO. 7330786

THAT CERTAIN PORTION OF SECTIONS 3 AND 10, TOWNSHIP 4, NORTH, RANGE 26 WEST, SAN BERNARDINO MERIDIAN, LYING SOUTHERLY OF BELLA VISTA DRIVE, LOCATED IN EL MONTECITO (SO-CALLED), COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL ONE:

COMMENCING AT STATION 72 OF BELLA VISTA DRIVE, AS CONVEYED BY L. F. SWIFT TO THE COUNTY OF SANTA BARBARA, BY DEED DATED JULY 5, 1935, AND RECORDED IN BOOK 350 AT PAGE 362 OF OFFICIAL RECORDS, SAME BEING THE MOST NORTHERLY CORNER OF THE REAL PROPERTY CONVEYED BY CHARLES H. SWIFT, ET AL., TRUSTEES TO HELEN OSWALD, ET AL., BY DEED DATED MAY 17, 1946 AND RECORDED IN BOOK 698 AT PAGE 68 OF OFFICIAL RECORDS; THENCE FOLLOWING ALONG THE CENTER LINE OF SAID BELLA VISTA DRIVE AND ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, (WHOSE TANGENT LINE BEARS NORTH 72° 46' EAST), 185.88 FEET IN A NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY DIRECTION, SAID CURVE HAVING A DELTA OF 106° 30' AND A RADIUS OF 100.00 FEET, THE CHORD OF WHICH BEARS SOUTH 53° 59' EAST 160.25 FEET TO THE END OF SAID CURVE AND STATION 73 OF SAID BELLA VISTA DRIVE; THENCE 2ND, SOUTH 0° 44' EAST ALONG SAID CENTER LINE 136.04 FEET TO THE BEGINNING POINT OF A CIRCULAR CURVE TO THE LEFT AND STATION 74 OF SAID DRIVE; THENCE 3RD, FOLLOWING ALONG SAID CENTER LINE AND ARC OF SAID CURVE 119.88 FEET IN A SOUTHEASTERLY DIRECTION, SAID CURVE HAVING A DELTA OF 39°16' AND A RADIUS OF 175.00 FEET, THE CHORD OF WHICH BEARS SOUTH 20°22' EAST, 117.60 FEET TO THE END OF SAID CURVE AND STATION 75 OF SAID DRIVE; THENCE 4TH, SOUTH 40°00' EAST ALONG SAID CENTER LINE, 158.40 FEET TO BEGINNING POINT OF A CIRCULAR CURVE TO THE LEFT AND STATION 76 OF SAID DRIVE; THENCE 5TH FOLLOWING ALONG SAID CENTER LINE AND ARC OF SAID CURVE, 170.57 FEET IN A SOUTHEASTERLY DIRECTION, SAID CURVE HAVING A DELTA OF 84°59' AND A RADIUS OF 115.00 FEET, THE CHORD OF WHICH BEARS SOUTH 82°29'30" EAST, 155.36 FEET TO THE END OF SAID CURVE AND STATION 77 OF SAID DRIVE; THENCE 6TH, NORTH 55°01' EAST ALONG THE SAID CENTER LINE, 16.61 FEET TO THE BEGINNING POINT OF A CIRCULAR CURVE TO THE RIGHT AND STATION 78 OF SAID DRIVE; THENCE 7TH, FOLLOWING ALONG THE SAID CENTER LINE AND ARC OF SAID CURVE, 63.76 FEET IN A NORTHEASTERLY DIRECTION SAID CURVE HAVING A DELTA OF 28°06' AND A RADIUS OF 130.00 FEET, THE CHORD OF WHICH BEARS NORTH 69°04' EAST, 63.13 FEET TO A POINT IN SAID CURVE, AT STATION 79 OF SAID BELLA VISTA DRIVE, BEARS SOUTH 51°27' EAST, 185.23 FEET DISTANT; THENCE 8TH, SOUTH 0°53'30" WEST, 1,040.00 FEET ALONG SAID BELLA VISTA DRIVE, 725.85 FEET TO A 3/4 INCH SURVEY PIPE; THENCE 9TH, SOUTH 1°41'30" WEST, 508.25 FEET TO A 2 INCH SURVEY PIPE WITH BRASS CAP; THENCE 10TH, SOUTH 24.00 FEET TO A 2 INCH SURVEY PIPE WITH BRASS CAP, SET IN THE ONE-SIXTEENTH LINE OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 26 WEST, SAN BERNARDINO MERIDIAN; THENCE 11TH, NORTH 89°59'50" WEST FOLLOWING ALONG THE SAID ONE-SIXTEENTH LINE OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 26 WEST, SAN BERNARDINO MERIDIAN, 637.85 FEET TO AN OLD 1/2 INCH SURVEY PIPE FROM WHICH A TWO INCH SURVEY PIPE WITH BRASS CAP BEARS NORTH 89°59'50" WEST, 293.00 FEET DISTANT; THENCE 12TH, NORTH 66°11' WEST, 309.80 FEET TO A 2 INCH SURVEY PIPE WITH BRASS CAP; THENCE 13TH, NORTH 75°51' WEST, 159.65 FEET TO A POINT IN ROMERO CANYON CREEK, FROM WHICH A 3/4 INCH SURVEY PIPE SET ON THE EAST BANK OF SAME BEARS SOUTH 75°51' EAST, 67.00 FEET DISTANT, SAID POINT BEING THE MOST SOUTHEASTERLY CORNER OF SAID HELEN OSWALD, ET AL., PROPERTY AS ABOVE FIRST MENTIONED; THENCE 14TH, FOLLOWING THE EASTERLY LINE OF THE SAID HELEN OSWALD, ET AL., PROPERTY NORTH 25°12' EAST AND UP SAID ROMERO CANYON CREEK 198.34 FEET TO A CROSS CUT ON TOP OF A 12 FOOT BOULDER FROM WHICH A SPIKE IN A 10 INCH LIVE OAK TREE BEARS NORTH 58°12' EAST, 14.85 FEET DISTANT; THENCE 15TH, NORTH 28°26' WEST UP SAID CREEK, 114.30 FEET TO A CROSS CUT ON A THREE FOOT ROCK, FROM WHICH A SPIKE IN A 22 INCH SYCAMORE TREE BEARS NORTH 58°55' EAST, 32.37 FEET DISTANT; THENCE 16TH, NORTH 41°30' EAST UP SAID CREEK, 228.42 FEET TO A CROSS CUT ON A 3 FOOT ROCK; THENCE 17TH, NORTH 0°23' WEST UP SAID CREEK, 75.20 FEET TO A CROSS CUT ON TOP OF A 15 FOOT ROCK ON THE EAST BANK OF SAID CREEK, FROM WHICH A SPIKE IN A 36 INCH LIVE OAK TREE BEARS NORTH 55°43' EAST, 28.64 FEET DISTANT; THENCE 18TH, NORTH 62.09' EAST ALONG SAID ROMERO CANYON CREEK AND FOLLOWING UP A BARRANCA 97.55 FEET TO A 3/4 INCH SURVEY PIPE; FROM WHICH A SPIKE IN A 14 INCH LIVE OAK TREE BEARS NORTH 1°29' WEST, 21.51 FEET DISTANT; THENCE 19TH, NORTH 16°50' EAST UP SAID BARRANCA 94.52 FEET TO A 3/4 INCH SURVEY PIPE, FROM WHICH A SPIKE IN A 12 INCH FORKED LIVE OAK TREE BEARS NORTH 20°05' EAST, 23.18 FEET DISTANT AND A SPIKE IN ANOTHER 18 INCH LIVE OAK TREE BEARS SOUTH 51°35' EAST, 13.00 FEET DISTANT; THENCE 20TH, NORTH 27°12'40" EAST LEAVING SAID MAIN BARRANCA AND FOLLOWING UP GENERAL COURSE OF A BRANCH BARRANCA 934.66 FEET TO A POINT ON THE SOUTHERLY LINE OF BELLA VISTA DRIVE; THENCE 21ST, NORTH 17°40' WEST ALONG THE RADIAL LINE OF SAID CIRCULAR CURVE MENTIONED IN THE FIRST COURSE 25.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION FIRSTLY DESCRIBED IN THE DEED TO ROBERT M. HUTCHINS, ET UX., RECORDED NOVEMBER 17, 1955 AS INSTRUMENT NO. 28334 IN BOOK 1570, PAGE 370 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY.

PARCEL TWO:

AN EASEMENT OR RIGHT OF WAY FOR A PRIVATE ROAD AND PUBLIC UTILITY PURPOSES, FOR INGRESS AND EGRESS, OVER, UNDER, UPON OR THROUGH A STRIP OF LAND 40 FEET IN WIDTH TO BE 20 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

COMMENCING AT A 1/2 INCH SURVEY PIPE SET ON THE CENTER LINE OF BELLA VISTA DRIVE AT THE POINT OF INTERSECTION WITH THE SAID 40 FOOT PRIVATE ROAD EASEMENT, FROM WHICH STATION 84 OF SAID DRIVE BEARS NORTH 56° 50' EAST 1,035.00 FEET DISTANT; SAID POINT BEING FULLY SHOWN ON A SURVEY MAP FILED IN BOOK 26 AT PAGE 45 OF RECORD OF SURVEYS IN SAID SANTA BARBARA COUNTY RECORDS; THENCE 1ST, SOUTH 3° 15' 20" WEST ALONG THE CENTER LINE OF A PRIVATE ROAD EASEMENT 40 FEET IN WIDTH 132.45 FEET TO A POINT; THENCE 2ND, SOUTH 10° 42' EAST ALONG SAID CENTER LINE 152.60 FEET TO A POINT; THENCE 3RD, SOUTH 16° 39' 30" EAST ALONG SAID CENTER LINE 148.47 FEET TO A POINT; THENCE 4TH, SOUTH 30° 36' 30" EAST ALONG SAID CENTER LINE 118.25 FEET TO A POINT; THENCE 5TH, SOUTH 48° 53' 30" EAST ALONG SAID CENTER LINE 90.26 FEET TO A POINT; THENCE 6TH, SOUTH 35° 11' 30" EAST ALONG SAID CENTER LINE (AT 42.09 FEET CROSS THE SECTION LINE BETWEEN SECTION 10 AND 11, TOWNSHIP 4 NORTH, RANGE 26 WEST, S.B.M.) AND 63.20 FEET TO A POINT; THENCE 7TH, SOUTH 10° 10' 30" EAST ALONG SAID CENTER LINE 92.40 FEET TO A 1/2 INCH SURVEY PIPE SET AT THE SOUTHERLY END OF THE SAID 40 FOOT ROAD EASEMENT (PLOTTED HEREON AS 21).

PARCEL THREE:

AN EASEMENT OR RIGHT OF WAY FOR ROAD AND PUBLIC UTILITY PURPOSES, FOR INGRESS OR EGRESS, OVER, UNDER, UPON OR THROUGH A STRIP OF LAND 20 FEET IN WIDTH, TO BE LOCATED ON A SUITABLE GRADE, ABOVE AND APPROXIMATELY PARALLEL WITH THE MONTECITO COUNTY WATER DISTRICT 20 FOOT PIPE LINE EASEMENT, STARTING AT A POINT IN THE ABOVE 40 FOOT EASEMENT 7TH COURSE APPROXIMATELY NORTH 10° 10' 30" WEST 25.00 FEET FROM THE END OF SAID EASEMENT, AND RUNNING THENCE IN A GENERAL WESTERLY DIRECTION TO A POINT IN THE ABOVE FIRST MENTIONED 4TH COURSE APPROXIMATELY NORTH 2° 54' WEST 230.00 FEET FROM THE END OF SAME **(NOT PLOTTED; EXACT LOCATION NOT DISCLOSED).**

A.P.N. 155-030-006

SCHEDULE B ITEMS - TITLE REPORT NO. 7330786

BASED UPON TITLE REPORT NO. 7330786, DATED OCTOBER 9, 2025 AS PREPARED BY FIRST AMERICAN TITLE COMPANY.

3. AN EASEMENT FOR ROAD AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED NOVEMBER 04, 1935 AS INSTRUMENT NO. 7888 IN BOOK 350, PAGE 362 OF OFFICIAL RECORDS **(PLOTTED HEREON).**
4. THE RIGHT TO EXTEND SLOPES AND CUTS OR FILLS BEYOND THE SIDE LINES OF BELLA VISTA DRIVE, AS GRANTED TO COUNTY OF SANTA BARBARA, IN THE FOREGOING DEED.
5. THE EASEMENT FOR RIGHT OF WAY PURPOSES RECORDED IN BOOK 21, PAGE 139 OF RECORD OF SURVEYS **(PLOTTED HEREON).**
6. AN EASEMENT FOR WATER PIPE LINES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED NOVEMBER 15, 1927 AS BOOK 133, PAGE 466 OF OFFICIAL RECORDS **(PLOTTED HEREON).**
7. AN EASEMENT FOR PRIVATE ROAD AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED APRIL 26, 1957 AS INSTRUMENT NO. 8056 IN BOOK 1442, PAGE 599 OF OFFICIAL RECORDS **(PLOTTED HEREON).**
8. AN EASEMENT FOR ROAD PURPOSES RECORDED IN BOOK 39, PAGE 95 OF RECORD OF SURVEYS **(PLOTTED HEREON).**
9. AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED NOVEMBER 13, 1962 AS INSTRUMENT NO. 48042 IN BOOK 1962, PAGE 420 OF OFFICIAL RECORDS. **(PLOTTED HEREON).**
10. AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED NOVEMBER 14, 1962 AS INSTRUMENT NO. 48229 IN BOOK 1962, PAGE 716 OF OFFICIAL RECORDS **(PLOTTED HEREON).**
11. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "WATER RIGHTS AGREEMENT" RECORDED JANUARY 23, 1986 AS INSTRUMENT NO. 86-4392 OF OFFICIAL RECORDS **(PLOTTED HEREON).**
12. AN EASEMENT FOR INSTALLATION, USE AND MAINTENANCE OF A WATER LINES, INCLUDING THE EXISTING LINE AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED SEPTEMBER 20, 1988 AS INSTRUMENT NO. 88-59989 OF OFFICIAL RECORDS **(PLOTTED HEREON).**
13. AN EASEMENT FOR WATER LINE AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AUGUST 22, 1991 AS INSTRUMENT NO. 91-56339 OF OFFICIAL RECORDS **(PLOTTED HEREON).**
14. AN EASEMENT FOR WATER LINE AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED OCTOBER 23, 1991 AS INSTRUMENT NO. 91-71494 OF OFFICIAL RECORDS **(PLOTTED HEREON).**
15. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "AMENDMENT TO EASEMENT" RECORDED OCTOBER 23, 1991 AS INSTRUMENT NO. 91-71495 OF OFFICIAL RECORDS **(PLOTTED HEREON).**
16. THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "ROADWAY MAINTENANCE AGREEMENT" RECORDED OCTOBER 23, 1991 AS INSTRUMENT NO. 91-71496 OF OFFICIAL RECORDS **(PLOTTED HEREON).**
17. RESTRICTIONS ON THE USE, BY THE OWNERS OF SAID LAND, OF THE EASEMENT AREA AS SET OUT IN THE EASEMENT DOCUMENT RECORDED: AUGUST 19, 1999 AS INSTRUMENT NO. 99-65427, 206.17 FEET TO THE TRUE POINT OF BEGINNING. IN BOOK 39, PAGE 95 RECORDS OF SURVEYS, APPEARS A MAP BY A LICENSED SURVEYOR SHOWING THE PROPERTY HEREIN DESCRIBED.
18. AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED DECEMBER 28, 1999 AS INSTRUMENT NO. 99-100303 OF OFFICIAL RECORDS **(PLOTTED HEREON).**
19. THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "EASEMENT MODIFICATION AGREEMENT" RECORDED APRIL 25, 2001 AS INSTRUMENT NO. 01-30937 OF OFFICIAL RECORDS **(PLOTTED HEREON).**
20. THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "ROADWAY MAINTENANCE AGREEMENT" RECORDED APRIL 25, 2001 AS INSTRUMENT NO. 01-30938 OF OFFICIAL RECORDS.
21. A DEED OF TRUST TO SECURE AN ORIGINAL INDEBTEDNESS OF $4,000,000.00 RECORDED JANUARY 12, 2023 AS INSTRUMENT NO. 2023-850 OF OFFICIAL RECORDS **(PLOTTED HEREON).**
22. ANY EASEMENTS AND/OR SERVITUDES AFFECTING EASEMENT PARCEL(S) TWO AND THREE HEREIN DESCRIBED **(PLOTTED HEREON).**
23. RIGHTS OF THE PUBLIC IN AND TO THAT PORTION OF THE LAND LYING WITHIN ANY ROAD, STREET, ALLEY OR HIGHWAY.
24. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.

LEGAL DESCRIPTION - TITLE REPORT NO. 7330783

REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT CERTAIN PORTION OF SECTIONS 3 AND 10 IN TOWNSHIP 4 NORTH, RANGE 26 WEST, SAN BERNARDINO BASE AND MERIDIAN, LYING SOUTHERLY OF BELLA VISTA DRIVE, LOCATED IN EL MONTECITO (SO-CALLED) COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT STATION 72 OF BELLA VISTA DRIVE AS CONVEYED BY L. F. SWIFT TO THE COUNTY OF SANTA BARBARA, BY DEED DATED JULY 5, 1935 AND RECORDED IN BOOK 350, PAGE 362 OF OFFICIAL RECORDS, SAME BEING THE MOST NORTHERLY CORNER OF THE REAL PROPERTY CONVEYED BY CHARLES H. SWIFT, ET AL., TRUSTEES TO HELEN OSWALD, ET AL., BY DEED DATED MAY 17, 1946 AND RECORDED IN BOOK 698, PAGE 68 OF OFFICIAL RECORDS; THENCE 1ST, FOLLOWING ALONG THE CENTER LINE OF SAID BELLA VISTA DRIVE AND ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST (WHOSE TANGENT LINE BEARS NORTH 72°46' EAST), 185.88 FEET IN A NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY DIRECTION, SAID CURVE HAVING A DELTA OF 106°30' AND A RADIUS OF 100.00 FEET, THE CHORD OF WHICH BEARS SOUTH 53°59' EAST, 160.25 FEET TO THE END OF SAID CURVE AND STATION 73 OF SAID BELLA VISTA DRIVE; THENCE 2ND, SOUTH 0°44' EAST ALONG SAID CENTER LINE 136.04 FEET TO THE BEGINNING POINT OF A CIRCULAR CURVE TO THE LEFT AND STATION 74 OF SAID DRIVE; THENCE 3RD, FOLLOWING ALONG SAID CENTER LINE AND ARC OF SAID CURVE, 119.88 FEET IN SOUTHEASTERLY DIRECTION, SAID CURVE HAVING A DELTA OF 39°16' AND A RADIUS OF 175.00 FEET; THE CHORD OF WHICH BEARS SOUTH 20°20' EAST, 117.60 FEET TO THE END OF SAID CURVE AND STATION 75 OF SAID DRIVE; THENCE 4TH, SOUTH 40°00' EAST, ALONG CENTER LINE 158.40 FEET TO THE BEGINNING OF A CIRCULAR CURVE TO THE LEFT AND STATION 76 OF SAID DRIVE; THENCE 5TH, FOLLOWING ALONG SAID CENTER LINE AND ARC OF SAID CURVE 24.05 FEET IN A SOUTHEASTERLY DIRECTION SAID CURVE HAVING A DELTA OF 11°59' AND A RADIUS OF 115.00 FEET, THE CHORD OF WHICH BEARS SOUTH 45°59'30"EAST, 24.01 FEET TO A POINT IN SAID CURVE FROM WHICH STATION 77 OF SAID DRIVE AT THE END OF SAID CURVE BEARS SOUTH 88°29' EAST, 136.81 FEET DISTANT; THENCE 6TH, SOUTH 3°58' WEST AND LEAVING SAID BELLA VISTA DRIVE, 801.42 FEET TO A 3/4 INCH SURVEY PIPE; THENCE 7TH, SOUTH 78°07' WEST, 464.01 FEET TO A POINT; THENCE 8TH, SOUTH 12°00' WEST, 317.15 FEET TO AN OLD 1/2 INCH SURVEY PIPE SET IN THE ONE-SIXTEENTH (1/16) LINE OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 26 WEST, SAN BERNARDINO BASE AND MERIDIAN, FROM WHICH A 2 INCH SURVEY PIPE WITH BRASS CAP BEARS NOR

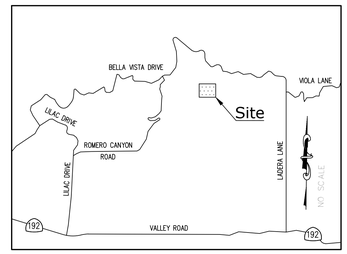
TOPOGRAPHIC SURVEY

MWD HIGHLINE WATER MAIN REPAIR - (MONTECITO, CA)

CONTROL POINTS

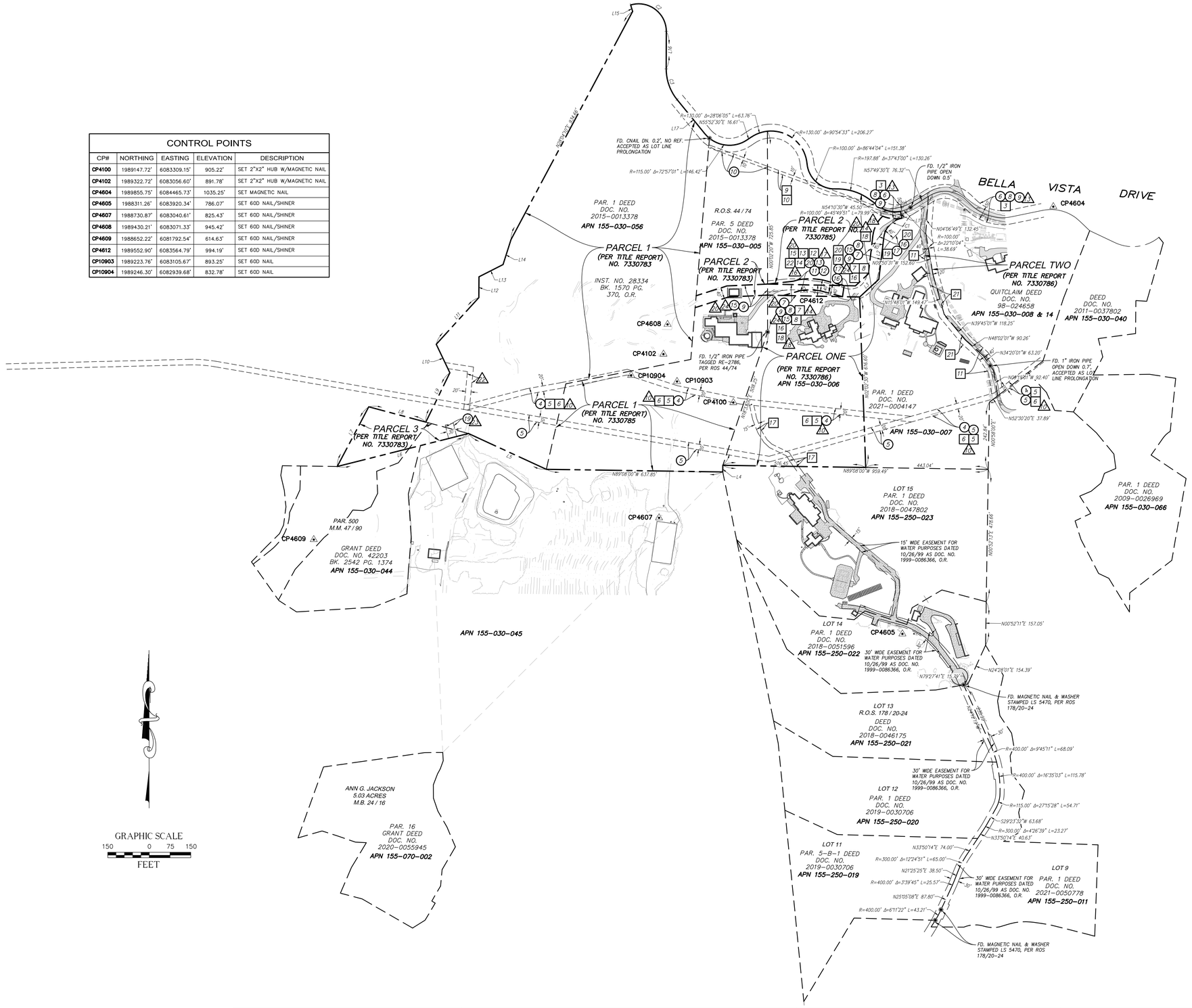
CP#	NORTHING	EASTING	ELEVATION	DESCRIPTION
CP4100	1989147.72'	6083309.15'	905.22'	SET 2"X2" HUB W/MAGNETIC NAIL
CP4102	1989322.72'	6083056.60'	891.78'	SET 2"X2" HUB W/MAGNETIC NAIL
CP4604	1989855.75'	6084465.73'	1035.25'	SET MAGNETIC NAIL
CP4605	1988311.26'	6083920.34'	786.07'	SET 60D NAIL/SHINER
CP4607	1988730.87'	6083040.61'	825.43'	SET 60D NAIL/SHINER
CP4608	1989430.21'	6083071.33'	945.42'	SET 60D NAIL/SHINER
CP4609	1988652.22'	6081792.54'	614.63'	SET 60D NAIL/SHINER
CP4612	1989552.90'	6083564.79'	994.19'	SET 60D NAIL/SHINER
CP10903	1989223.76'	6083105.67'	893.25'	SET 60D NAIL
CP10904	1989246.30'	6082939.68'	832.78'	SET 60D NAIL

VICINITY MAP



LEGEND

- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- CONTROL POINT
- FIRE HYDRANT
- FOUND MONUMENT AS NOTED
- GUARD POST
- POWER POLE
- UTILITY POLE
- WATER VALVE
- APN — ASSESSOR'S PARCEL NUMBER
- BFV — BACKFLOW PREVENTER
- CL — CENTERLINE
- FL — FLOW LINE
- NG — NATURAL GROUND
- PL — PROPERTY LINE
- TOE — TOE OF SLOPE
- TOS — TOP OF SLOPE
- CANOPY/OVERHANG
- CENTERLINE
- CHAIN LINK FENCE
- CONCRETE/RETAINING WALL
- EDGE OF PAVEMENT
- FLOW LINE
- INTERIOR LOT LINE
- INTERIOR LOT LINE
- OH — OVERHEAD LINE
- PROPERTY LINE
- RIGHT-OF-WAY
- TOE — TOE OF SLOPE
- TOS — TOP OF SLOPE



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N10°00'30"W	25.00'
L2	N06°43'30"E	152.89'
L3	N47°18'00"E	94.60'
L4	S00°51'30"W	24.00'
L5	S65°19'30"E	339.80'
L6	N75°53'04"E	489.05'
L7	S27°50'30"W	244.12'
L8	N74°59'39"W	213.35'
L9	N26°03'30"E	198.34'
L10	N25°34'30"W	114.30'
L11	N42°21'30"E	228.42'
L12	N00°28'30"E	75.20'
L13	N63°00'30"E	97.55'
L14	N11°41'30"E	94.52'
L15	N16°48'30"W	24.64'
L16	S00°07'30"W	136.04'
L17	S39°08'30"E	158.40'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	79.27'	73°16'10"	101.37'
C2	100.00'	106°25'08"	185.74'
C3	175.00'	39°14'57"	119.88'

NOTE: THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.

REVISIONS			
NO.	DATE	REVISIONS	BY
0	01/27/25	SUBMITTAL	DM
1	10/20/25	CLIENT COMMENTS	NB
2	11/07/25	ADDED TITLE REPORTS	NB

UTILITY STATEMENT

BURIED UTILITIES AND/OR PIPELINES SHOWN HEREON ARE PER VISIBLE AND APPARENT SURFACE EVIDENCE, RECORD DRAWINGS OF THE CONSTRUCTED UTILITY LINES OBTAINED FROM RELIABLE AND RESPONSIBLE SOURCES NOT CONNECTED WITH CALVADA SURVEYING, INC. OR MARKINGS PROVIDED BY AN INDEPENDENT LOCATING CONTRACTOR. NO GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED, IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF SUCH INFORMATION. IF MORE ACCURATE LOCATIONS OF UNDERGROUND UTILITIES OR PIPE LINES ARE REQUIRED, THE UTILITY OR PIPELINE WILL HAVE TO BE VERIFIED BY FIELD POTHOLING. CALVADA SURVEYING, INC. AND THE SURVEYOR OF RECORD SHALL NOT BE HELD LIABLE FOR THE LOCATION OF OR THE FAILURE TO NOTE THE LOCATION OF NON-VISIBLE UTILITIES OR PIPELINES.

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SAN DIEGO, CA 92110

BASIS OF BEARINGS

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MAPPING ANGLE = -0°54'11" SCALE FACTOR = 1.00009587

BENCHMARK

THE CALIFORNIA SPATIAL REFERENCE CENTER C.O.R.S. "COPR", ELEVATION 45.47 FEET (NAD 83).

SITE INFORMATION

SITE ADDRESS: MWD HIGHLINE WATER MAIN REPAIR (MONTECITO, CA)

SURVEYOR OF RECORD

FIELD COMPLETION DATE: DECEMBER 13, 2024

REGISTERED LAND SURVEYOR — ARMANDO D. DUPONT — L.S. 7780 — 11/07/2025 — STATE OF CALIFORNIA

Armando D. DuPont
Registration No. 7780

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Phone: 951-280-9960 Fax: 951-280-9746
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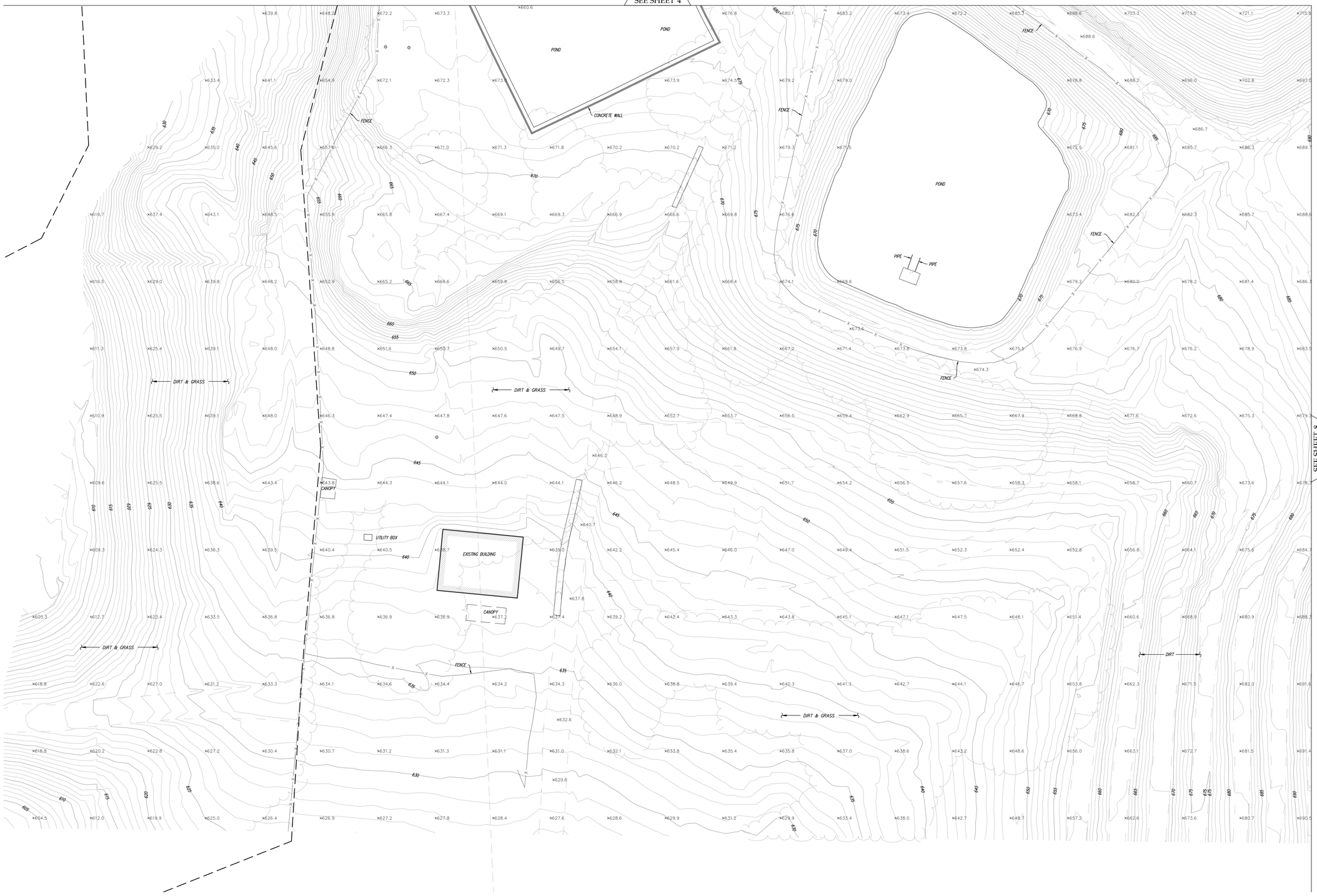
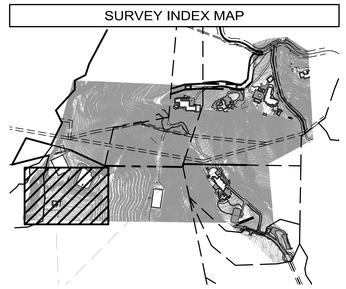
EST. 1989 JOB NO. 24688

TOPOGRAPHIC SURVEY

MWD HIGHLINE WATER MAIN REPAIR
(MONTECITO, CA)



SURVEY INDEX MAP



GRAPHIC SCALE

20 0 10 20

FEET

LEGEND

- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- CONTROL POINT
- FIRE HYDRANT
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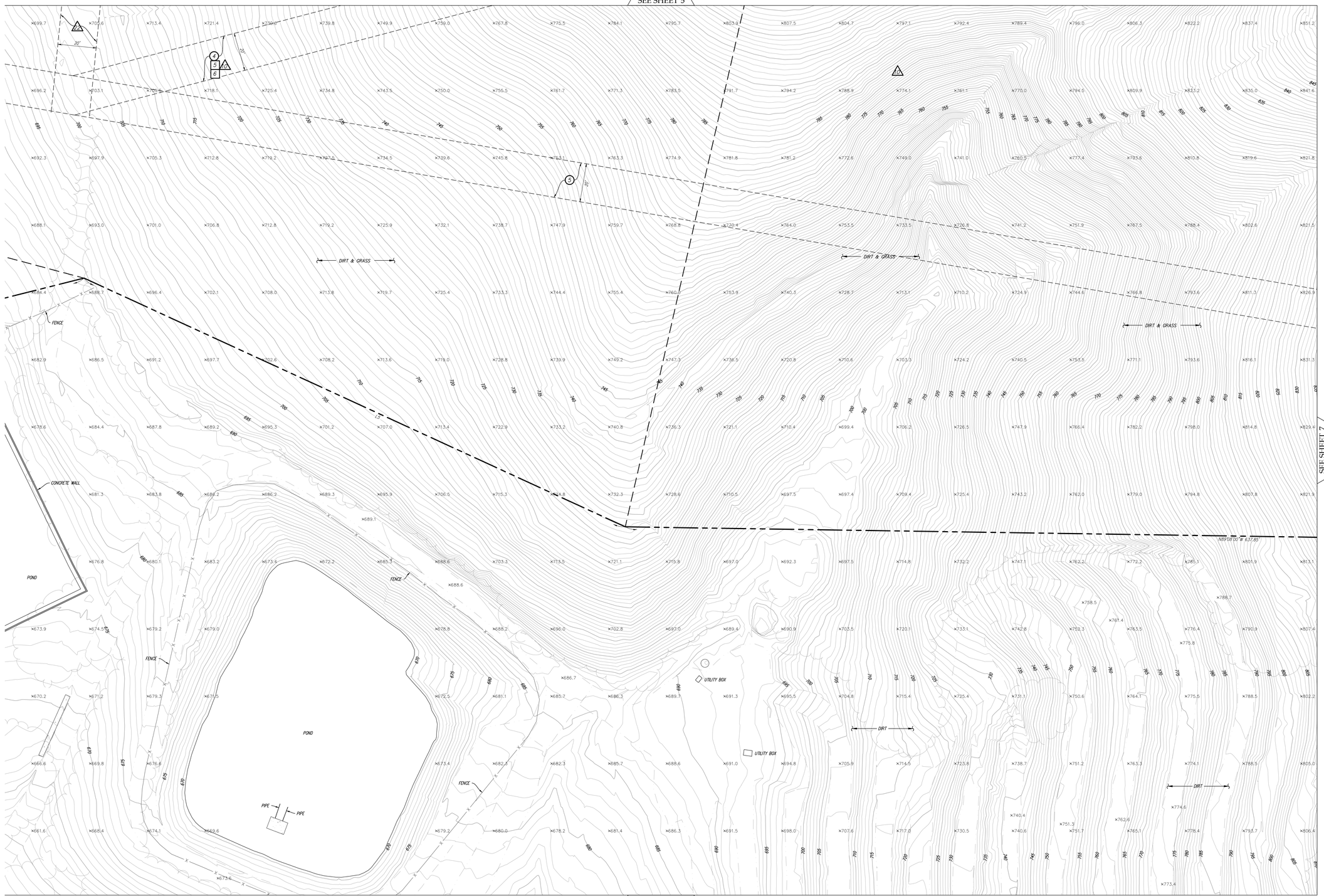

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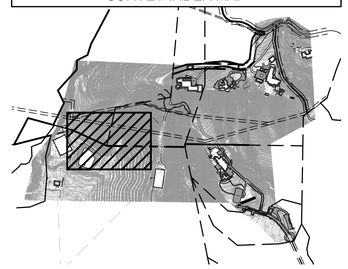

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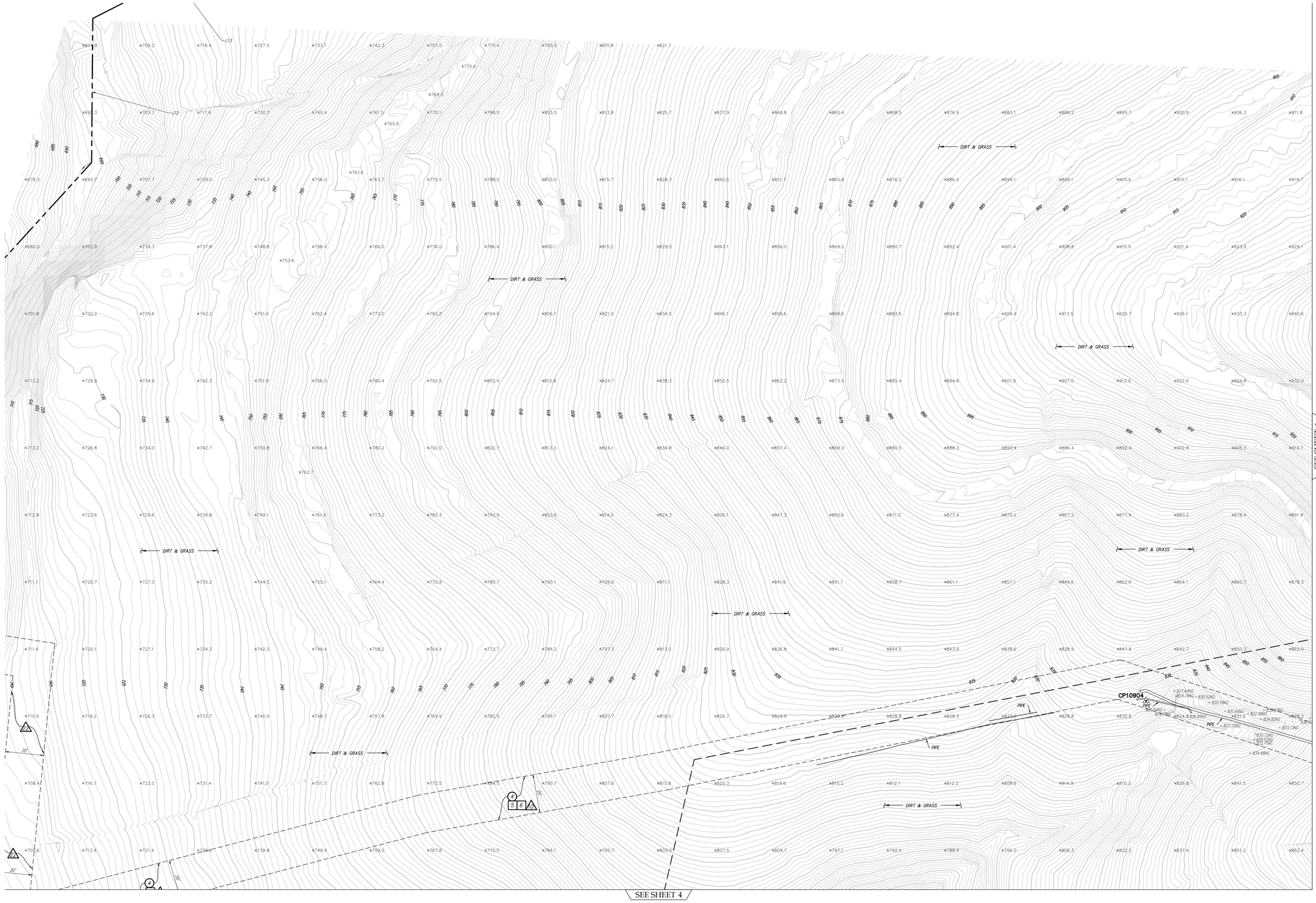

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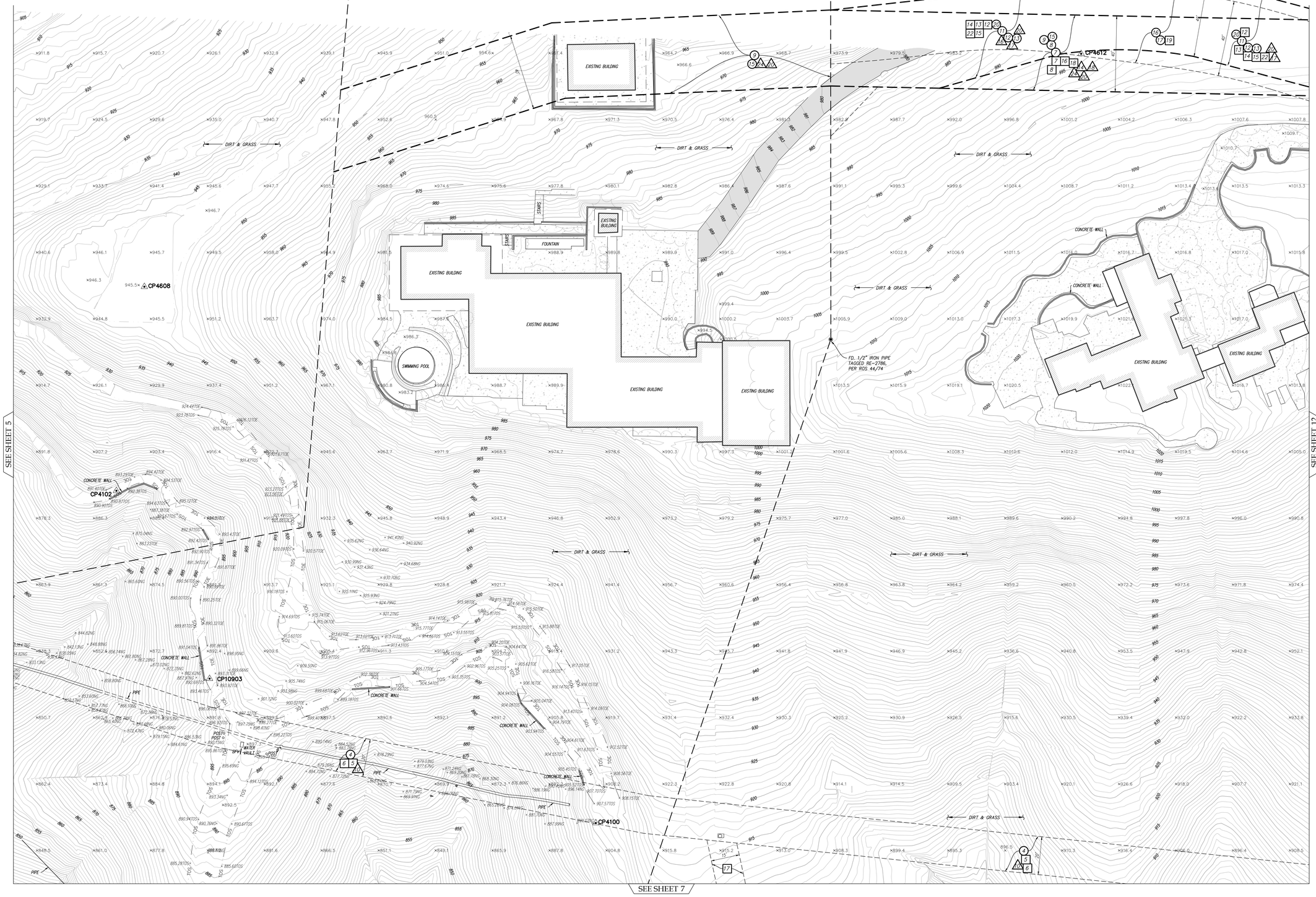

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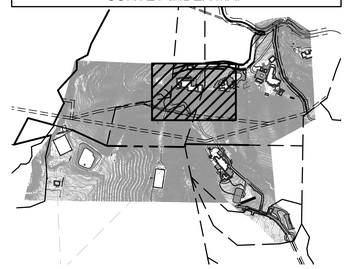

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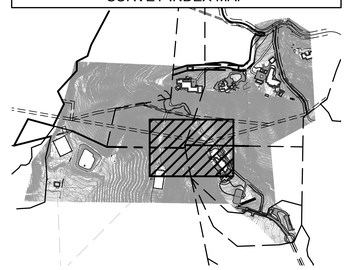

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- CONCRETE PAVEMENT
- CONTROL POINT
- FIRE HYDRANT
- FOUND MONUMENT AS NOTED
- GUARD POST
- POWER POLE
- UTILITY POLE
- WATER VALVE
- APN ASSESSOR'S PARCEL NUMBER
- BFV BACKFLOW PREVENTER
- CENTERLINE
- FL FLOW LINE
- NG NATURAL GROUND
- PROPERTY LINE
- TOE TOE OF SLOPE
- TOS TOP OF SLOPE
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CONTROL POINTS

CP#	NORTHING	EASTING	ELEVATION	DESCRIPTION
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CP4607	1988730.87'	6083040.61'	825.43'	SET 60D NAIL/SHINER
CP4608	1989430.21'	6083071.33'	945.42'	SET 60D NAIL/SHINER
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CP4612	1989552.90'	6083564.79'	994.19'	SET 60D NAIL/SHINER
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CP10904	1989246.30'	6082939.68'	832.78'	SET 60D NAIL

NOTE: THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.

REVISIONS			
NO.	DATE	REVISIONS	BY
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1	10/20/25	CLIENT COMMENTS	NB
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TWO WORKING DAYS BEFORE YOU DIG

PREPARED FOR

WOOD RODGERS, INC.

1775 HANCOCK STREET, SUITE 160
SAN DIEGO, CA 92110

BASIS OF BEARINGS

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C.S.R.C. COPR:
NORTHING = 1978673.20' EASTING = 5994840.48'

C.S.R.C. TJRN:
NORTHING = 2005143.39' EASTING = 5919069.14'

THE COMBINATION FACTOR FOR THIS PROJECT WAS APPLIED AT THE FOLLOWING POINT:
NORTHING = 1988311.26' EASTING = 6083920.34'

MAPPING ANGLE = -0°54'11" SCALE FACTOR = 1.00009587

BENCHMARK

THE CALIFORNIA SPATIAL REFERENCE CENTER C.O.R.S. "COPR", ELEVATION 45.47 FEET (NAD 83).

SITE INFORMATION

SITE ADDRESS: MWD HIGHLINE WATER MAIN REPAIR (MONTECITO, CA)

SURVEYOR OF RECORD

FIELD COMPLETION DATE: DECEMBER 13, 2024

ARMANDO D DUPONT L.S. 7780 11/07/2025 LICENSED LAND SURVEYOR STATE OF CALIFORNIA

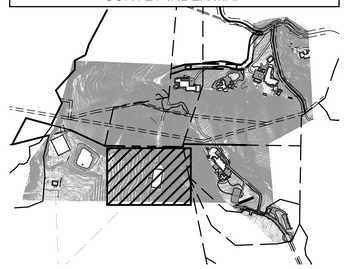
Armando D. DuPont
Registration No. 7780

CALVADA SURVEYING, INC.
411 Jenks Circle, Suite 205, Corona, CA 92878
Phone: 951-280-9960 Fax: 951-280-9746
Toll Free: 800-CALVADA www.calvada.com
EST. 1989 JOB NO. 24688

TOPOGRAPHIC SURVEY

MWD HIGHLINE WATER MAIN REPAIR
(MONTECITO, CA)

SURVEY INDEX MAP



GRAPHIC SCALE

20 0 10 20

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SITE INFORMATION

SITE ADDRESS: MWD HIGHLINE WATER MAIN REPAIR (MONTECITO, CA)

SURVEYOR OF RECORD

FIELD COMPLETION DATE: DECEMBER 13, 2024

REGISTERED LAND SURVEYOR — ARMANDO D DUPONT L.S. 7780 11/07/2025 — STATE OF CALIFORNIA

Armando D. DuPont
Registration No. 7780

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EST. 1989 JOB NO. 24688

TOPOGRAPHIC SURVEY

MWD HIGHLINE WATER MAIN REPAIR
(MONTECITO, CA)

SURVEY INDEX MAP

GRAPHIC SCALE

20 0 10 20

FEET

LEGEND

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SITE INFORMATION

SITE ADDRESS: MWD HIGHLINE WATER MAIN REPAIR (MONTECITO, CA)

SURVEYOR OF RECORD

FIELD COMPLETION DATE: DECEMBER 13, 2024

REGISTERED LAND SURVEYOR
ARMANDO D. DUPONT
L.S. 7780
11/07/2025
STATE OF CALIFORNIA

Armando D. DuPont
Registration No. 7780

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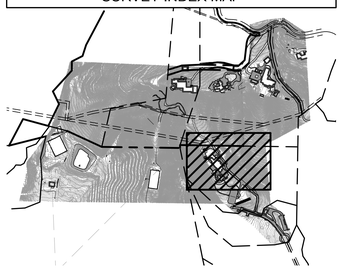
EST. 1989 JOB NO. 24688

TOPOGRAPHIC SURVEY

MWD HIGHLINE WATER MAIN REPAIR
(MONTECITO, CA)

SURVEY INDEX MAP



GRAPHIC SCALE
20 0 10 20
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SURVEY INDEX MAP

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Armando D. DuPont
Registration No. 7780

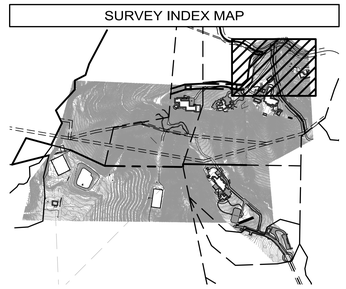
CALVADA SURVEYING, INC.
411 Jenks Circle, Suite 205, Corona, CA 92878
Phone: 951-280-9960 Fax: 951-280-9746
Toll Free: 800-CALVADA www.calvada.com

EST. 1989 JOB NO. 24688

TOPOGRAPHIC SURVEY

MWD HIGHLINE WATER MAIN REPAIR
(MONTECITO, CA)

SURVEY INDEX MAP



GRAPHIC SCALE
20 0 10 20
FEET

LEGEND

- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- CONTROL POINT
- FIRE HYDRANT
- FOUND MONUMENT AS NOTED
- GUARD POST
- POWER POLE
- UTILITY POLE
- WATER VALVE
- APN — ASSESSOR'S PARCEL NUMBER
- BFV — BACKFLOW PREVENTER
- CL — CENTERLINE
- FL — FLOW LINE
- NG — NATURAL GROUND
- PL — PROPERTY LINE
- TOE — TOE OF SLOPE
- TOS — TOP OF SLOPE
- CANOPY/OVERHANG
- CENTERLINE
- CHAIN LINK FENCE
- CONCRETE/RETAINING WALL
- EDGE OF PAVEMENT
- FLOW LINE
- INTERIOR LOT LINE
- INTERIOR LOT LINE
- OVERHEAD LINE
- PROPERTY LINE
- RIGHT-OF-WAY
- TOE — TOE OF SLOPE
- TOS — TOP OF SLOPE

CONTROL POINTS

CP#	NORTHING	EASTING	ELEVATION	DESCRIPTION
CP4100	1989147.72'	6083309.15'	905.22'	SET 2"X2" HUB W/MAGNETIC NAIL
CP4102	1989322.72'	6083056.60'	891.78'	SET 2"X2" HUB W/MAGNETIC NAIL
CP4604	1989855.75'	6084465.73'	1035.25'	SET MAGNETIC NAIL
CP4605	1988311.26'	6083920.34'	786.07'	SET 60D NAIL/SHINER
CP4607	1988730.87'	6083040.61'	825.43'	SET 60D NAIL/SHINER
CP4608	1989430.21'	6083071.33'	945.42'	SET 60D NAIL/SHINER
CP4609	1988652.22'	6081792.54'	614.63'	SET 60D NAIL/SHINER
CP4612	1989552.90'	6083564.79'	994.19'	SET 60D NAIL/SHINER
CP10903	1989223.76'	6083105.67'	893.25'	SET 60D NAIL
CP10904	1989246.30'	6082939.68'	832.78'	SET 60D NAIL

NOTE: THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.

REVISIONS			
NO.	DATE	REVISIONS	BY
0	01/27/25	SUBMITTAL	DM
1	10/20/25	CLIENT COMMENTS	NB
2	11/07/25	ADDED TITLE REPORTS	NB

UTILITY STATEMENT

BURIED UTILITIES AND/OR PIPELINES SHOWN HEREON ARE PER VISIBLE AND APPARENT SURFACE EVIDENCE, RECORD DRAWINGS OF THE CONSTRUCTED UTILITY LINES OBTAINED FROM RELIABLE AND RESPONSIBLE SOURCES NOT CONNECTED WITH CALVADA SURVEYING, INC. OR MARKINGS PROVIDED BY AN INDEPENDENT LOCATING CONTRACTOR. NO GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED, IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF SUCH INFORMATION. IF MORE ACCURATE LOCATIONS OF UNDERGROUND UTILITIES OR PIPE LINES ARE REQUIRED, THE UTILITY OR PIPELINE WILL HAVE TO BE VERIFIED BY FIELD POTHOLING. CALVADA SURVEYING, INC. AND THE SURVEYOR OF RECORD SHALL NOT BE HELD LIABLE FOR THE LOCATION OF OR THE FAILURE TO NOTE THE LOCATION OF NON-VISIBLE UTILITIES OR PIPELINES.

Underground Service Alert
Call: TOLL FREE
1-800
227-2600
TWO WORKING DAYS BEFORE YOU DIG

PREPARED FOR

WOOD RODGERS, INC.
1775 HANCOCK STREET, SUITE 160
SAN DIEGO, CA 92110

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, CCS83, ZONE 5, (2010.00) IN ACCORDANCE TO THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801-8819; SAID BEARINGS ARE DETERMINED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING CALIFORNIA SPATIAL REFERENCE CENTER (C.S.R.C.) CONTINUOUSLY OPERATING REFERENCE STATIONS (C.O.R.S.):

C.S.R.C. COPR:
NORTHING = 1978673.20' EASTING = 5994840.48'

C.S.R.C. TJRN:
NORTHING = 2005143.39' EASTING = 5919069.14'

THE COMBINATION FACTOR FOR THIS PROJECT WAS APPLIED AT THE FOLLOWING POINT:
NORTHING = 1988311.26' EASTING = 6083920.34'

MAPPING ANGLE = -0°54'11" SCALE FACTOR = 1.00009587

BENCHMARK

THE CALIFORNIA SPATIAL REFERENCE CENTER C.O.R.S. "COPR", ELEVATION 45.47 FEET (NAD 83).

SITE INFORMATION

SITE ADDRESS: MWD HIGHLINE WATER MAIN REPAIR (MONTECITO, CA)

SURVEYOR OF RECORD

FIELD COMPLETION DATE: DECEMBER 13, 2024

LICENSED LAND SURVEYOR — ARMANDO D. DUPONT — L.S. 7780 — 11/07/2026 — STATE OF CALIFORNIA

Armando D. DuPont
Registration No. 7780

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APPENDIX "C"
Equal Employment Opportunity Compliance Requirements and Certification

During the performance of the Contract the Contractor agrees to comply with all applicable Equal Opportunity requirements as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor Initials _____ District Initials _____

APPENDIX "D"
Contract Work Hours and Safety Standards Act Compliance Requirements and Certification

During the performance of the Contract the Contractor agrees to comply with all applicable requirements of the Contract Work Hours and Safety Standards Act as follows:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages.

(i) Withholding Process. The Montecito Water District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph on this contract, any other federal contract with the same prime contractor, or any other federally assisted contact subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor. The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is the subject of the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part

(ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or (iv) Informing any other person about their rights under CWHSSA or this part."

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Contractor Initials _____ District Initials _____

APPENDIX "E"
Clean Air Act and Federal Water Pollution Control Act Compliance Requirements and Certification

During the performance of the Contract, the Contractor agrees to comply with all applicable requirements of the Clean Air Act and Federal Water Pollution Control Act as follows:

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the applicable California State entity and understands and agrees that the applicable California State entity will, in turn, report each violation as required to assure notification to the Montecito Water District, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the applicable California State agency and understands and agrees that the applicable California State agency will, in turn, report each violation as required to assure notification to the Montecito Water District, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

Contractor Initials _____ District Initials _____

APPENDIX "F"
Byrd Anti-Lobbying Amendment Requirements and Certification

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date