PROPOSAL AND CONTRACT
FOR THE
Santa Rosa Lane Main Replacement
PROJECT # F22

Montecito Water District
583 San Ysidro Road
Montecito, CA 93108

For use with Standard Specifications for Public Works Construction, 2015 Edition
MARCH 2020
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SECTION A1 – NOTICE TO CONTRACTORS

Sealed proposals for the SANTA ROSA LANE WATER MAIN REPLACEMENT will be received in the Montecito Water District (“District”) office, 583 San Ysidro Road, Montecito, California, 93108 until 12:00 P.M., on Thursday March 12, 2020. 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 4,350 LF of 8-inch ductile iron pipe, fittings, valves, backfill, pavement restoration, and associated work. 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.

Bidders are hereby notified that pursuant to provisions of Section 1770, et seq., of the Labor Code of the State of California, the Contractor shall pay its employees the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations. In addition, 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.

Bidders are hereby notified that, as a County Water District organized and existing under and by virtue of Water Code §§30000 – 33901, District is not subject to the specific requirements of the Public Contract Code as related to competitive bidding, but has voluntarily adopted policies and/or procedures to encourage and/or utilize competitive bidding principles to: (a) provide qualified bidders with a fair opportunity to enter the bidding process, thereby stimulating competition in a manner conducive to sound fiscal practices and; (b) to eliminate favoritism, fraud and corruption in the awarding of public contracts.

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.

A 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, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. 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.
This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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.

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 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 Engineer's Estimate

The Engineer's Estimate for this project is $1,050,000.

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.

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 in its sole discretion will weigh evidence that the bidder has satisfactorily performed other contracts for public agencies of like nature and magnitude. Evaluation of that evidence will include confirmation by District of the performance of other contracts. By submitting its proposal, the bidder agrees that the District can contact, and rely upon, information provided by public agencies for which the bidder has performed other contracts and which are listed in its proposal.

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 in excess of ½ of 1% of the total bid, 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 in excess of ½ of 1% of the total bid.

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, in its sole discretion, to reject any proposals: which are incomplete, obscure or
irregular; which omit a bid on any one or more items on which the bids are required; which omit unit prices if unit
prices are required; which include unit prices that are unbalanced in the opinion of the District; which are
accompanied by insufficient or irregular bid security. District also reserves the right in its sole discretion to reject
any proposals from bidders who have previously failed to perform properly or to complete on time contracts of any
nature for District. District also reserves the right, in its sole discretion, to waive minor informalities or irregularities
not affecting substantial rights, and to clarify and/or negotiate unbalanced bids.

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 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 fifteen (15) 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 ten (10) 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.
PROPOSAL AND CONTRACT FOR SANTA ROSA LANE WATER MAIN REPLACEMENT

MONTECITO WATER DISTRICT

CALIFORNIA

PROJECT: SANTA ROSA LANE WATER MAIN REPLACEMENT

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

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: SANTA ROSA LANE WATER MAIN REPLACEMENT

____________________, [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 performance bond (including payment 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)

__________________________________________________________
(Print Name)

__________________________________________________________
(Title)

__________________________________________________________
(Phone Number)
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, 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.

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<td>17</td>
<td>Pavement Restoration</td>
<td>SF</td>
<td>21,400</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>18</td>
<td>Type II Microseal</td>
<td>SF</td>
<td>125,230</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>19</td>
<td>Traffic Control</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>20</td>
<td>Pressure Regulating Station</td>
<td>EA</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$</strong></td>
<td><strong>$</strong></td>
</tr>
</tbody>
</table>

(Total in words) (in figures)

_____________________________________________
(Company Name of Bidder)
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.

<table>
<thead>
<tr>
<th>Equipment/Materials</th>
<th>Manufacturer</th>
<th>Supplier</th>
</tr>
</thead>
</table>


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. 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.

<table>
<thead>
<tr>
<th>Class</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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: SANTA ROSA LANE WATER MAIN REPLACEMENT

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).

<table>
<thead>
<tr>
<th>TYPE WORK</th>
<th>CUSTOMER/ AGENCY</th>
<th>CONTACT PERSON PHONE NUMBER</th>
<th>YEAR COMPLETED</th>
<th>DOLLAR VALUE</th>
</tr>
</thead>
</table>
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: | ITEM OF WORK: ITEM OF WORK: (bid item number - if partial amount of bid item, list amount or percentage) |
| LOCATION/ADDRESS: | |
| LICENSE NO. | EXPIRATION DATE: |
| CLASS: | |
| PHONE: | |

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

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

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

| SUBCONTRACTOR: | ITEM OF WORK: ITEM OF WORK: (bid item number - if partial amount of bid item, list amount or percentage) |
| LOCATION/ADDRESS: | |
| LICENSE NO. | EXPIRATION DATE: |
| CLASS: | |
| 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 through and 7-3.5), 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 _________________________________, 2018 at California.

__________________________________________  
(signature)

typed name and title:
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 Santa Rosa Lane Main Replacement.

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 __________________, 2019

__________________________
Principal
By________________________
Signature
Seal

__________________________
Surety
By___________________
Signature

Seal

(Attach notarial acknowledgment of Surety)
SECTION A5 - CONTRACT

PROJECT: SANTA ROSA LANE MAIN REPLACEMENT (hereinafter referred to as the “Project”)

AMOUNT OF CONTRACT: [$___________]

THIS CONTRACT is made this __________ day of ______________, 2019 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
- Part B - Special Provisions – General
- Part C - Special Provisions – Technical
- Part D – Drawings
- Part E – Appendices
- Part F – Addenda (if applicable), and Executed Contract

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

__________________________________________
Floyd E. Wicks, Board President
Montecito Water District

Contractor

ATTEST:

__________________________________________
By____________________________________

Nicholas Turner, Secretary,
Montecito Water District

APPROVED AS TO FORM:

__________________________________________
Robert M. Cohen, Cohen & Burge, LLP
General Counsel, 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 Santa Rosa Lane Main Replacement;

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 _________________, 2018.

__________________________
Principal

By__________________________
Signature

__________________________
Surety

By__________________________
Signature

(Surety's Mailing Address)

(Telephone No.)

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

Approved as to form this __________day of __________________, 2018

Robert M. Cohen, Cohen & Burge, LLP
General Counsel, Montecito Water District

By__________________________
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 ________________, 2018

__________________________
Contractor

Seal

By__________________________
Signature

__________________________
Surety

Seal

By__________________________
Signature

__________________________
Surety’s Mailing Address

__________________________
Telephone Number

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

Approved as to form this __________ day of ________________, 2018

Robert M. Cohen, Cohen & Burge, LLP
General Counsel, Montecito Water District

By__________________________
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: SANTA ROSA LANE MAIN REPLACEMENT

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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status (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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status (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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status (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 and/or obtained an injunction for such violation.

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, litigation 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.

END OF PART A
SECTION B1 - GENERAL PROVISIONS

B1.01 Standard Specifications

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. 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 the following items to the Engineer for review electronically via email.

Submittals shall include, but are not limited to:

- Traffic Control/Detour Plan
- Asphalt Concrete Mixes
- Aggregate Base
- Portland Cement Concrete Mixes (all types)
- Sand
- Pipe Bedding Material
- Pipe Fittings
- Trench Paving Materials
- Catalogue Cuts and Affidavits of Compliance

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
- Physical Properties
- Material Specifications
- Installation Specifications

Contractor shall allow a minimum of ten (10) working days for evaluation of requests for substitution or deviation from the Contract Documents.

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 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.

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 labor, material, supervision, and equipment necessary to construct and deliver 4,350 LF of 8-inch ductile iron pipe, fittings, valves, backfill, pavement restoration, and associated work. 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 on Santa Rosa Lane, between San Ysidro Road and San Leandro Lane. For specific detail of locations see vicinity map on the project plans.

2-6.4 Order of the Work

The Contractor shall proceed in an orderly fashion to accommodate the maximum convenience to the public. This project must begin on the southeast end at the intersection of San Leandro Lane and Santa Rosa Lane. No work shall be done adjacent to the YMCA or Montecito Union school during the school year (ending June 10, 2020).

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

2-9.5 Construction Survey
The location and elevation of benchmarks and horizontal control points will be supplied by the Engineer, if available. The Contractor shall furnish all the necessary labor, equipment, and materials to accurately layout the work and set the required elevations from the information provided. All survey services shall be performed by a professional surveyor who is licensed by the State of California or by personnel under the Licensed Surveyor’s direct supervision. Review and approval of the surveyor’s qualifications will be at the discretion of the Engineer. The Engineer will not provide any additional survey services for the project.

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

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 for disputed work shall be subject to mediation and/or, arbitration if the Agency and Contractor agree to mediation and/or arbitration, or as fixed in a court of law.

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 4216 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 hydrants).

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 in April 2020 and be completed by June 2020. The Contractor shall not begin work until the required submittals are complete and correct as determined by the Engineer.

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.

6-1.5 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 4:00 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 the County permit 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.

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 unavoidable 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 working days from the effective date of Notice to Proceed.

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 Certified Payroll Requirements (Supersedes 7-2.2)

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 Insurance (Supersedes 7-3)

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 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

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, 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. 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 pursuant to General Conditions Section 6.4.1. 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**

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. Replace with the following:

7-3.4 Automobile Liability

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
Add the following:

7-3.6 Defense and Indemnification

Contractor’s Responsibility for Defense and Indemnification.

**Definitions.** As used herein:

“Indemnitees” means and includes Montecito Water District, the individuals or entities required in the Special Conditions to be named as additional insureds, and their respective directors, officers, employees, agents, consultants and authorized volunteers.

“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 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 from the negligence or willful misconduct of the Contractor or the Contractor’s agents or employees;
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; 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 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

It will be the responsibility of the Contractor to obtain all applicable permits. 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.

Trucks transporting fill material to and from the site shall be tarped from the point of origin. At the end of each workday, the Contractor shall sweep the street clean of all sand, gravel, base, and other debris. 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 will be provided from District hydrants to the Contractor free of charge. If the Contractor is determined to be abusing the use of water from District hydrants, the District reserves the right to meter the water from the hydrant and charge the Contractor according to District water rates.

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. The scope of the examination shall include cracks in structures, settlement, surface conditions, broken pipes and sprinklers, leakage, and similar conditions. 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

A. 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.

B. No water shutoff related to the project shall be longer than 8 hours.

C. District personnel will manage all notifications to District customers regarding temporary water shutoffs.
7-10.1.2 Pedestrian and Bicycle Access
Pedestrian and bicycle access along one side of all streets in project area shall be allowed 24 Hours, 7 days a week. The Contractor shall make provisions for pedestrians throughout construction. All pedestrian detours shall minimize inconvenience to the pedestrian and be compliant with the Americans with Disabilities Act (ADA).

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 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.
## Construction Contract

### Progress Payment Request

<table>
<thead>
<tr>
<th>From:</th>
<th>Date range for work completed  /</th>
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<tbody>
<tr>
<td></td>
<td>From  To</td>
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**Contractor**

<table>
<thead>
<tr>
<th>Contract No.:</th>
<th>______________________</th>
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<tr>
<td>Payment Request No.:</td>
<td>______________________</td>
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**Address**

<table>
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<tr>
<th>To:</th>
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<tbody>
<tr>
<td>MONTECITO WATER DISTRICT</td>
<td>Project Name:</td>
</tr>
<tr>
<td>Engineering Department</td>
<td>Santa Rosa Lane Main</td>
</tr>
<tr>
<td>583 San Ysidro Road</td>
<td>Replacement</td>
</tr>
<tr>
<td>Montecito, California 93108</td>
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<tr>
<th>Original Contract Amount:</th>
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<tr>
<th>Approved Change Orders through #:</th>
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<tr>
<th>Quantity Changes: (Requires Project Engineer verification)</th>
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<tr>
<th>Value of Work Completed to Date:</th>
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<th>Less Retention:</th>
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<tr>
<th>Subtotal:</th>
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<th>Less Previous Payments Approved:</th>
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<th>Progress Payment Requested:</th>
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</table>

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.

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<thead>
<tr>
<th>Signature</th>
<th>Print Name</th>
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<tr>
<th>Title</th>
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</table>
PROPOSAL AND CONTRACT FOR SANTA ROSA LANE WATER MAIN REPLACEMENT

MONTECITO WATER DISTRICT

Construction Contract
Progress Payment Request - Detail

Date: Payment Request No: Contract No:

Contractor:

Project Name: SANTA ROSA LANE MAIN REPLACEMENT

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>BID QUANTITY</th>
<th>UNIT/FIRM PRICE</th>
<th>IN PLACE THIS PERIOD</th>
<th>IN PLACE TOTAL</th>
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<tr>
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<td>Mobilization</td>
<td>LS</td>
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<td>2</td>
<td>Sawcut Pavement</td>
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<td>3</td>
<td>8&quot; Ductile Iron Pipe Installation</td>
<td>LF</td>
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<tr>
<td>4</td>
<td>6&quot; Gate Valve</td>
<td>EA</td>
<td>5</td>
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<tr>
<td>5</td>
<td>8&quot; Gate Valve</td>
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<tr>
<td>6</td>
<td>8&quot; x 8&quot; x 6&quot; DI Tee (incl. hydrant tees)</td>
<td>EA</td>
<td>12</td>
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<td>7</td>
<td>8&quot; x 8&quot; x 8&quot; DI Tee</td>
<td>EA</td>
<td>6</td>
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<td>8</td>
<td>Fire Hydrant Assembly</td>
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<td>Connection to Existing Piping (excl. PRV)</td>
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<td>1&quot; Service Laterals</td>
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</table>

Contractor Signature Date

Inspector Signature Date
# Quantity Change Verification Form

**MONTECITO WATER DISTRICT**

**Date:** ____________________  **Contract No.:** ____________________

**Contractor:** ____________________  **Project Name:** SANTA ROSA LANE MAIN REPLACEMENT

**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** ____________________

<table>
<thead>
<tr>
<th>Bid Item #</th>
<th>Item Description</th>
<th>Variance</th>
<th>Total</th>
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</table>

**ATTACH ADDITIONAL SHEETS IF NECESSARY**

**Contractor Signature** ____________________  **Inspector Signature** ____________________

**Date** ____________________  **Date** ____________________
# Construction Contract
## Final Release Payment

<table>
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<tr>
<th>From:</th>
<th>Date:</th>
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<tbody>
<tr>
<td>Contractor</td>
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<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Project Name: SANTA ROSA LANE MAIN REPLACEMENT</td>
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<th>To:</th>
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</thead>
<tbody>
<tr>
<td>MONTECITO WATER DISTRICT</td>
<td></td>
</tr>
<tr>
<td>Engineering Department</td>
<td></td>
</tr>
<tr>
<td>583 San Ysidro Road</td>
<td></td>
</tr>
<tr>
<td>Montecito, California 93108</td>
<td></td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Contractor Signature:</th>
<th>Print Name:</th>
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<table>
<thead>
<tr>
<th>Title:</th>
<th>Date:</th>
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</table>

**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 and as required by the Government Code as applicable.

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” has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that “public work” 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, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

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
SECTION C1 – GENERAL CONSTRUCTION REQUIREMENTS

C1.01 Standard Specifications


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:

- 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.

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, clean up 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. Sawcut Pavement: the unit price paid per linear foot shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for saw cutting the existing pavement to a depth satisfactory to remove the asphalt in the trench above the proposed water main and asphalt within the “tee-cut” additional width for final paving. The saw cut shall leave a clean edge on both sides of the trench for the entire depth of the existing asphalt, to a width of 1 foot wider than the trench width on both sides.

3. 8” Ductile Iron Pipe Installation: 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 8” 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 and the abandonment of the existing 8” pipeline to include concrete caps at the exposed pipe ends. The cost shall also include the necessary materials to span the existing bridge abutments with one piece of continuous pipe. The unit price shall also include full compensation for furnishing all labor, materials, 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.

The contract unit price per linear foot shall also include the following items:
• removal, capping and replacement where necessary of interfering portions of existing and/or abandoned: sewers, water mains, thrust blocks, 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;
• concrete thrust blocks;
• 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;

4. 6" 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 6" resilient wedge gate valve, complete in place and operable; in accordance with the design drawings.

5. 8" 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 8" resilient wedge gate valve, complete in place and operable; in accordance with the design drawings.

6. 8"x8"x6" DI Tee: The unit price paid per tee shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for satisfactory installation of the ductile iron tee and concrete thrust block in accordance with the design drawings.

7. 8"x8"x8" DI Tee: The unit price paid per tee shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for satisfactory installation of the ductile iron tee and concrete thrust block in accordance with the design drawings.

8. Fire Hydrant Assembly: The unit price paid per assembly shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for satisfactory installation of the fire hydrant assembly; complete in place and operable; in accordance with the design drawings. The fire hydrant assembly includes the hydrant bury, concrete thrust block, breakaway spool, and new Jones fire hydrant. The old hydrant and spool shall be removed and disposed.

9. Connection to Existing Water Main: 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 of the new ductile iron pipe to the existing water mains in accordance with the design drawings. The unit price shall include all fittings, bends, restraints, thrust blocks and other required items in accordance with the design drawings. Reconnection to the existing regulator shall fall under this bid item.

10. 1" Copper Service Lateral Reconnection: The unit price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for satisfactory installation of a new 1" service lateral in accordance with the design drawings. The unit price shall include a new saddle, corporation stop, copper tubing, any required bends, bushings, and angle meter stop. All compression fittings shall be super grip. Contractor shall reconnect the new copper service lateral to the existing meter inlet.

11. 1-1/2" Copper Service Lateral Reconnection: The unit price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for satisfactory installation of a new 1-1/2" service lateral in accordance with the design drawings. The unit price shall include a new saddle, corporation stop, copper tubing, any required bends, and angle meter stop. All compression fittings shall be super grip. Contractor shall reconnect the new copper service lateral to the existing meter inlet.

12. 2" Copper Service Lateral Reconnection: The unit price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for satisfactory installation of a new 2" service lateral in accordance with the design drawings. The unit price shall include a new saddle, corporation stop, copper tubing, any required bends, and angle meter stop. All compression fittings shall be super grip. Contractor shall reconnect the new copper service lateral to the existing meter inlet.

13. 4" DIP Service Lateral Reconnection: The unit price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for satisfactory installation of a new 4" service lateral in accordance with the design drawings. The unit price shall include a new saddle, corporation stop, copper tubing, any required bends, and angle meter stop. All compression fittings shall be super grip. Contractor shall reconnect the new copper service lateral to the existing meter inlet.
with the design drawings. The unit price shall include a new DI Tee (8" X 8" X 4"), (3) 4" DI gate valves, (1) Tyler valve box and cover, required 4" DI piping, reducers, Brooks concrete sectional meter vault, any required bends and concrete thrust blocks, and 2" CU bypass with service saddles and corporation stops. Contractor shall reconnect the DIP service lateral to the existing meter inlet. 3" meter to be provided by the District.

14. 2" A.R.V.: The unit price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for satisfactory installation of a new 2" combination air valve in accordance with design drawings. Ther unit price shall include a new 2" service saddle, copper tubing, corporation stop, copper fittings, soldered FIPT adapter, brass nippes, ball valve, A.R.I. D-040 combination air valve, and A.R.I. polyethylene air valve enclosure.

15. Sand Bedding and Pipe Encasement: The unit price paid per cubic yard shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for backfill and compaction of the sand bedding, detectable warning tape, and pipe encasement with polyethylene sheath in accordance with the design drawings and District construction standards.

16. Concrete Slurry Backfill: The unit price paid per cubic yard shall include full compensation for furnishing all labor, materials, tools, equipment and incidental for satisfactory installation of concrete slurry backfill in accordance with the design drawings. The concrete slurry backfill shall be 1 sack slurry.

17. Pavement Restoration: The unit price paid per square foot shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in restoring the pavement surface in accordance with the design drawings and County of Santa Barbara Encroachment Permit. Pavement restoration shall include any required cold planning, sweeping, loading, hauling, transporting of removed asphalt material, construction of hot mix asphalt finish paving to a depth of 6" below the top of existing asphalt and a width 12" outside of the trench width, compaction, finishing, sweeping and any other process to ensure a finish pave in accordance with the County of Santa Barbara Roads Department Encroachment Permit.

18. Type II Micro seal: The unit price paid per square foot shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for laying Type II micro seal from edge of road to edge of road for the entire length of the project, restoration of traffic striping, and final sweeping. Type II Micro seal shall also include protection and final exposure of valve lids, manholes or other present utility covers within the area to be sealed.

19. Traffic Control Plan and Implementation: 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 Traffic Control Plan; including furnishing, placing, maintaining, and removing signs and temporary supports or barricades for the signs; posting parking restrictions; radios, and any other equipment and labor required; barricades, flaggers, temporary pavement, trench plates, and temporary facilities required for the safe handling of pedestrian and vehicular traffic for 24 hours per calendar day in accordance with the "California Manual of Uniform Traffic Control Devices, by the State of California, Department of Transportation (Caltrans)". If, due to a change in the Contractor’s work schedule a change in sign posting is required, all labor, equipment, and materials required for second and subsequent postings shall be furnished at the Contractor’s sole expense.

20. Pressure Regulating Station: The lump sum price paid shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals the installation of a pressure regulating station in accordance with the design drawings; including main line 8” x 8” x 6” tees, DI piping, fittings, bends, valves, concrete thrust blocks, and removal of existing piping. The existing pressure regulating valves are to be reused.

C1.03 Traffic Control and Construction Signs
Contractor shall prepare a Traffic Control Plan (TCP) in accordance with the requirements of these Special Provisions and submit to the MWD Engineer prior to construction. The Contractor is wholly responsible for the preparation and execution of the TCP. At a minimum, the TCP shall conform with requirements of the road encroachment permit.

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
conjunct in 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. The Contractor shall include haul routes to be used on this project in the Traffic Control Plan (TCP).

**C1.03.02 Construction Area Signs**

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 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.

Channelizing arrows shall be used in conjunction with cones or delineators to guide traffic to the correct side of the cone lines. On multilane roads, VMS boards shall be used to specify a lane closure.

The construction signage submitted with the traffic plans shall also include placement of two MWD furnished project signs. These signs will be furnished by the MWD Engineer.

**C1.03.03 Maintaining Traffic, Pedestrian Access and Transit Access**

Traffic control shall conform to Part 6 of the California MUTCD 2014 and Part 6 (Temporary Traffic Control) of the Standard Specifications.

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.

Business access shall be maintained to adjacent businesses at all times. Any business access restriction shall be coordinated with the affected business in writing at least 48-hours prior to, but no earlier than one week prior to imposing restrictions unless otherwise approved by the Engineer.

Access to fire stations, the police station, hospitals, churches and parks shall be maintained at all times. When access restrictions are necessary, the contractor shall coordinate such access restrictions and restore access as soon as possible and notify the MWD Engineer of such restrictions.

The contractor shall ensure that sanitation pick-up is not affected by relocating trash containers, or by providing alternate measures acceptable sanitation providers.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders of the construction zone, including any section closed to public traffic; they may be parked on adjacent streets within the legal parking areas.

Whenever vehicles or equipment are parked on the shoulder within six (6) feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at twenty-five (25) foot intervals to a point not less than twenty-five (25) feet past the last vehicle or piece of equipment. A minimum of nine (9) cones or portable
delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be installed per California MUTCD 2014, Part 6.

When traffic cones or delineators are used to delineate a temporary edge of traveled way, the line of cones or delineators shall be considered to be the edge of the traveled way. However, the Contractor shall not reduce the width of an existing lane to less than ten (10) feet. The provisions of this paragraph shall not apply to a work area protected by a permanent or temporary railing or barrier.

The Contractor's trucks or other mobile equipment which leave a traffic lane that is open to public traffic to enter the construction area shall gradually slow down in advance of the location of the turnoff to give the following public traffic an opportunity to slow down.

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 cooperate with local authorities in regards to handling traffic through the construction area and shall make all arrangements to keep the working area clear of parked vehicles.

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.

At the end of each working day, if a difference in excess of 0.15 foot exists between the elevation of the existing pavement and the elevation of any excavation within 8 feet of the traveled way, material shall be placed and compacted against the vertical cuts adjacent to the traveled way. In the traveled way, asphaltic material shall be used for this purpose.

Concrete improvements shall be protected from traffic loads during the time necessary for the concrete to reach 2,500 psi compressive strength. Such protection shall be established for the maximum convenience of the public.

The contractor will be responsible for maintaining traffic control until the area has re-striped and re-signed, when applicable.

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 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.

Flaggers may be required for the adequate control of public traffic. Each flagger shall be equipped with a "Stop/Slow" paddle [C28A/B], a means of communication with other flaggers (radio, hand signals, or pilot car), and a clean bright orange vest, shirt or jacket. A minimum of two flaggers shall be provided for reversible lane control.

The Contractor shall place warning signs to notify the public 48 hours in advance of construction operations which will cause a delay that may exceed five minutes. Said signs shall list both the date and time of delay.

C1.03.05 Traffic Control Plan

The Contractor is wholly responsible for the preparation and execution of the TCP. The Contractor shall, five (5) days prior to start of construction, submit to the Engineer a detailed plan for traffic control during the various construction operations. No construction operations shall commence without a completed Traffic Control Plan, 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.

As an integral part of the traffic control 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 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.
SECTION C2 – GENERAL CONSTRUCTION MATERIALS

C2.01 Standard Specifications

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

<table>
<thead>
<tr>
<th>Tests Requirements</th>
<th>Test Method No.</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>R-Value</td>
<td>Calif. 301</td>
<td>78 min.</td>
</tr>
<tr>
<td>Sand Equivalent</td>
<td>Calif. 217</td>
<td>28 min.</td>
</tr>
<tr>
<td>Durability Index</td>
<td>Calif. 229</td>
<td>35 min.</td>
</tr>
</tbody>
</table>

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 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 C3 – CONSTRUCTION METHODS

C3.01 Standard Specifications

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.

**Thrust Blocks**

All plugs, caps, tees, wyes, unbalanced crosses, and horizontal and vertical bends equal to or greater than 11 1/4 degrees shall be provided with concrete thrust blocks in accordance with the details in the plans. Thrust block concrete shall be poured against plywood or approved alternative surfaces with half-rounds cut out against the pipe surface. Concrete shall not be in contact with bolts or extend into the tee bolt area. Joints must remain capable of disconnection without interference of the concrete thrust block. Vertical bends and horizontal bends which are "rolled" vertically more than 45 degrees, shall be vertically retained with thrust blocks and/or anchor rods. Refer to MWD Construction Standard Drawing CS113.

**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.

**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>
<thead>
<tr>
<th>Pipe Diameter (inches)</th>
<th>100% Chlorine (pounds)</th>
<th>1% Chlorine Solution (gallons)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>0.013</td>
<td>0.16</td>
</tr>
<tr>
<td>6</td>
<td>0.030</td>
<td>0.36</td>
</tr>
<tr>
<td>8</td>
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<td>12</td>
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</tr>
<tr>
<td>16</td>
<td>0.217</td>
<td>2.60</td>
</tr>
</tbody>
</table>

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.

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)**

<table>
<thead>
<tr>
<th>Pipe Size (Inches)</th>
<th>Test Pressure (psi)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>50</td>
</tr>
<tr>
<td>4</td>
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<td>10</td>
<td>0.48</td>
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<tr>
<td>12</td>
<td>0.57</td>
</tr>
</tbody>
</table>

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 – Fire Hydrants**

**Install Fire Hydrant Assembly**

Fire hydrant installations shall be in accordance with MWD Construction Standard Drawings CS 102 and CS 114. The Contractor shall verify the existing fire hydrant number on the existing fire hydrant and paint the same number on the new or relocated fire hydrant in that location, unless directed otherwise by the Engineer.

**Remove Fire Hydrant Assembly**

Fire Hydrants to be removed shall include removal of the fire hydrant body, fire hydrant valve and spool. Contractor shall break the bury a minimum of 24 inches below grade, cap the existing pipe with concrete, and replace the section with material to match existing surface. Fire hydrant and assembly shall be returned to the MWD.

**Relocate Existing Jones Fire Hydrant**

In cases where an existing Jones Fire Hydrant is connected to a water main to be replaced, the Contractor shall re–use the existing Jones fire hydrant body on the new fire hydrant installation. The fire hydrant installation shall be in accordance with MWD Construction Standard Drawings CS 102 and CS 114. If needed the Contractor shall apply one coat of safety yellow paint and the fire hydrant number. The Contractor shall construct assembly up to, and including, the spool prior to testing of main line. Contractor shall cap proposed spool for testing purposes.

After the Contractor relocates the existing Jones fire hydrant body, the spool shall be removed. The Contractor shall remove the valve can, break the bury a minimum of 24–inches below grade, cap the existing pipe with concrete, and replace the section with material to match existing surface.

**C4.04 – 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.

**C4.05 – Water Valve Vault**

**Abandonment of Water Valve Vault**

To abandon the existing water valve vault, the Contractor shall remove the existing valve and plug the existing water main with concrete. The bottom of the vault shall be perforated and any structure removed. The vault shall be backfilled per water main backfill specifications and the surface shall be restored to match existing.

END OF PART C
PART D – DRAWINGS

Drawing titled SANTA ROSA LANE MAIN REPLACEMENT, dated 09/19/2019, consisting of pages 1-9 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.
ATTENTION: Contractors must verify, locate and protect all information as being accurate and complete. The Montecito Water District cannot guarantee said information to be accurate and complete, but since the information was obtained from the best available sources and are presumed to be accurate and complete, all underground utilities and substructures shown or not shown hereon.

Accordingly, it is the sole responsibility of contractors to ensure that such utilities and substructures are not damaged or disturbed, and that they are not subjected to any risk of damage or disturbance.

All underground utilities and substructures shown hereon were located and marked prior to this project.

In accordance with the regulations of the Public Utilities Commission, you are required to call before you dig.

DIAL TOLL FREE 811

AT LEAST TWO DAYS BEFORE YOU DIG

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

A411-2
SANTA ROSA LANE

39 SANTA ROSA LN.
APN 007-280-051
11.48 AC

307 SANTA ROSA LN.
APN 007-280-035

321 SANTA ROSA LN.
APN 007-280-034

339 SANTA ROSA LN.
APN 007-280-033

380 SANTA ROSA LN.
APN 007-280-047

21.26 AC.

SINALOA DRIVE

1582 SINALOA DR.
APN 007-280-036

307 SANTA ROSA LN.
APN 007-280-035

321 SANTA ROSA LN.
APN 007-280-034

339 SANTA ROSA LN.
APN 007-280-033

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APN 007-280-047

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APN 007-280-035

321 SANTA ROSA LN.
APN 007-280-034

339 SANTA ROSA LN.
APN 007-280-033

380 SANTA ROSA LN.
APN 007-280-047

21.26 AC.
PART E – APPENDICES

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

APPENDIX A: MONTECITO WATER DISTRICT STANDARD PLANS & DETAILS ..................................................A1
APPENDIX B: COUNTY OF SB ENCROACHMENT PERMIT – APPROVED PERMIT...............................B1
# MONTECITO WATER DISTRICT

## CONSTRUCTION STANDARDS

<table>
<thead>
<tr>
<th>CS NO</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
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<td>100</td>
<td></td>
</tr>
<tr>
<td>101</td>
<td></td>
</tr>
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<td>FIRE HYDRANT INSTALLATION</td>
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<td>103</td>
<td>SIDEWALK MODIFICATION AROUND FIRE HYDRANT</td>
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<td>3/4” TO 2” SERVICE CONNECTION</td>
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<td>CONCRETE THRUST COLLAR</td>
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<td>AIR AND VACUUM RELEASE VALVE (1” &amp; 2”)</td>
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<td>FLUSH LINE</td>
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<td>109</td>
<td>DISINFECTION LAYOUT FOR NEW WATER MAINS</td>
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<tr>
<td>110</td>
<td></td>
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<tr>
<td>111</td>
<td>END DRAIN</td>
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<tr>
<td>112</td>
<td>VALVE BOX AND COVER</td>
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<tr>
<td>113</td>
<td>CONCRETE THRUST BLOCK</td>
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<tr>
<td>114</td>
<td>FIRE HYDRANT GUARD POST</td>
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<td>115</td>
<td></td>
</tr>
<tr>
<td>116</td>
<td>NEW OR REPAIR OF SEWER LATERAL OVER WATER MAIN</td>
</tr>
<tr>
<td>117</td>
<td>REDUCED PRESSURE BACKFLOW ASSEMBLY FOR METER PROTECTION</td>
</tr>
<tr>
<td>118</td>
<td>3”, 4”, AND 6” METER AND SERVICE CONNECTION</td>
</tr>
<tr>
<td>119</td>
<td></td>
</tr>
<tr>
<td>120</td>
<td>ABANDONMENT OF FACILITIES</td>
</tr>
</tbody>
</table>
**General Notes:**

1. Fire hydrant shall be J. Jones All Bronze No. 3700 (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 body, bury, adapter, tee and breakoff spool shall be factory cement-lined. Bronze fire hydrants 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.
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 & 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 for a distance of 3 feet from the main.
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 only.
   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 vehicle traffic or parking.
    Steel lids to be BROOKS or EISEL hinged, diamond plate and conform with series numbers listed below.

MATERIALS & DIMENSIONS

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Angle Meter Stop</th>
<th>Corp Stop</th>
<th>Ball Valve</th>
<th>Meter Space</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>Meter Box Series Number</th>
</tr>
</thead>
</table>

3/4" TO 2" SERVICE CONNECTION

AUGUST 2006  MWD CONSTRUCTION STANDARD DRAWING  CS 104
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 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 structure.

9. Pipe supports with concrete footings (not shown) required as needed.
General Notes:
1. Thrust collar to be poured against firm undisturbed native soil.
2. Concrete mix to be 5 sack slurry.

<table>
<thead>
<tr>
<th>Main Size (in)</th>
<th>Pressure (psi)</th>
<th>A</th>
<th>B</th>
<th>C</th>
</tr>
</thead>
<tbody>
<tr>
<td>8&quot; or less</td>
<td>0-300</td>
<td>6&quot;</td>
<td>6&quot;</td>
<td>12&quot;</td>
</tr>
<tr>
<td>10&quot;</td>
<td>0-150</td>
<td>6&quot;</td>
<td>6&quot;</td>
<td>12&quot;</td>
</tr>
<tr>
<td>12&quot;</td>
<td>150-300</td>
<td>6&quot;</td>
<td>8&quot;</td>
<td>15&quot;</td>
</tr>
<tr>
<td>12&quot; or greater</td>
<td>150-300</td>
<td>6&quot;</td>
<td>10&quot;</td>
<td>18&quot;</td>
</tr>
</tbody>
</table>

CONCRETE THRUST COLLAR

OCT 2006    MWD CONSTRUCTION STANDARD DRAWING    CS 106
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.
2" x 2-1/2" Bronze angle fire plug valve, J-342 N.S. thread

2" Type "k" hard copper (above ground)

TYLER valve box and cover per MWD CS 112

2" Ball valve J 1900 W or approved equal

Copper male adapters, typ

2" 90° elbow

Type "K" soft copper, below ground

End cap w/megalug retaining glands only, plug unacceptable

2" M.I.P.T. solder adapter

12" x 12" conc. block

2" ball valve, J 1900 W or approved equal

Copper male adapters, typ
2-1/2" Control valve
Cross-connection control valves
Clean, potable water hose; remove during hydrostatic pressure test
2" galvanized tee chlorine injection point
2" galvanized pipe
Control valve
New water main
Temporary endcap with 2" outlet
Temporary thrust block
Discharge/flushing outlet
Clean sampling faucet

General Notes:
1. Alternate layouts require approval by MWD.
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
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 noted.

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

**CONCRETE THRUST BLOCK**

**OCT 2006**

**MWD CONSTRUCTION STANDARD DRAWING**

**CS 113**
**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.
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 minimum 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.
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 CS11-17, 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.
General Notes:
1. All pipe shall be the same size as the meter, except for 3" meter as shown below.
2. All pipe in the street right-of-way shall be Class 51/350 D.I.P.
3. Dashed lines in above drawing indicates customer's private service line.

Modification to Above for 3" Meter

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>METRON Model</th>
<th>Meter Box</th>
<th>Meter Space</th>
<th>A</th>
<th>B</th>
<th>C</th>
</tr>
</thead>
<tbody>
<tr>
<td>3&quot;</td>
<td>Enduro 660</td>
<td>Brooks '745 sectional</td>
<td>11-1/8&quot;</td>
<td>18&quot;</td>
<td>8&quot;</td>
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<tr>
<td>4&quot;</td>
<td>Enduro 1500</td>
<td>Brooks '745 sectional</td>
<td>13-1/4&quot;</td>
<td>18&quot;</td>
<td>12&quot;</td>
<td>8&quot;</td>
</tr>
<tr>
<td>6&quot;</td>
<td>Enduro 2400</td>
<td>Brooks '746 sectional</td>
<td>16-3/4&quot;</td>
<td>18&quot;</td>
<td>12&quot;</td>
<td>8&quot;</td>
</tr>
</tbody>
</table>

3", 4" & 6" METER AND SERVICE CONNECTION

OCT 2006 | MWD CONSTRUCTION STANDARD DRAWING | 118
**Valve & Fire Hydrant**

Cut lateral & install endcap (MJ with megalug), Install block to restrain endcap during curing of concrete. Pour concrete thrust block.

Restore AC paving to match existing thickness (min 3")

Backfill per project's trench detail

Abandon pipeline in place

Cut both ends existing pipe, plug and surround openings to effect watertight seal

**Water Main**

Backfill and restore paving per requirements of agency having jurisdiction

Cut lateral, remove hydrant, breakoff spool & bury, return to MWD yard

Breakoff spool

Bury

Valve cap painted blue by MWD

Fill valve riser with concrete

Ex AC paving

Schedule valve closure by MWD

Ex concrete thrust block

Ex lateral

CS 120

MWD Construction Standard Drawing

OCT 2006

Abandonment of Facilities
COUNTY OF SANTA BARBARA
DEPARTMENT OF PUBLIC WORKS - TRANSPORTATION DIVISION
UTILITY ENCROACHMENT PERMIT

DATE: February 28, 2020
ROAD NAME: SANTA ROSA LN

APPLICANT: Montecito Water District - Adam Kanold
Address: 503 San Ysidro Road

INFORMATION REQUIRED - SEE ATTACHED REQUIREMENTS

Hereby makes application for permit to excavate and/or encroach in the Public Road/Right-of-way at the location(s) and as described herein, subject to the provisions required by Ordinance No. 1491, of Santa Barbara County, applicable State or Federal Regulations, and ANY SPECIFIED REQUIREMENTS ATTACHED HERETO.

In consideration of the granting of this permit the applicant agrees to defend, indemnify and save harmless the County of Santa Barbara its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this permit or occasioned by the performance or attempted performance of the permit and any SPECIAL PROVISIONS of the permits herein including but not limited to, any act or omission to act on the part of the applicant or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, cost, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY. It is further agreed that if any facilities placed in the excavation or obstruction for which the application is granted and approved as a permit, shall become incompatible with future travel by the general public, then the applicant or its assigns or successors will, either remove such facilities in cases where such removal is necessary or in cases where the use thereof has been or is to be abandoned, or in other cases, applicant or its assigns or its successors, will relocate such facilities at a location designated by the Commissioner, as provided in Section 30 and 30.1 of Ordinance No. 1491 of the County of Santa Barbara.

The provisions of the foregoing sentence shall not apply in any case where the easement for the facilities was in existence prior to the existence as such of the public highway concerned herein.

DESCRIPTION: Utility Permit
The type of work permitted is to set up Traffic Control on San Ysidro Road and on Santa Rosa Lane to allow Montecito Water District, or their Contractor, access to R&R an existing Water Main. Work shall be done per the attached Plans provided by Montecito Water District, reviewed by this Office.

Working Hours will be from 7:00am to 3:30pm Monday thru Friday. No weekend or Holiday work is allowed unless pre-approved by Permits Manager. When working within 500' of a Signalized Intersection, working hours will be from 9:00am to 3:00pm.

NOTE: Traffic Control shall be per the attached Traffic Control Plan and the latest MUTCD Standards or as directed by Roads Division Inspector.

NOTE: Work shall begin at the intersection of San Ysidro Road and Santa Rosa Lane and continue east on Santa Rosa Lane. This is to avoid conflict with an upcoming County Overlay Project on San Ysidro Road.

NOTE: Notify the South County Inspector at 805-681-4990 at least 72 hours before start of work.

NOTE: All work shall be in accordance with the attached applicable sections of the County Road Encroachment Permit Requirements to include the latest revisions of the Caltrans and County Engineering Design Standards.

If construction work goes beyond the permitted working hours, the Contractor or Permittee shall call County Dispatch at (805) 683-2724 and email: [dispatchstaff@sbsheriff.org] to let them know the extended working hours.

Location: 0 SANTA ROSA LN, Montecito - CROSS STREET: (SAN YSIDRO RD)

APN No.: District No.: Tract No.: USA No.: File No.:

Contractor: Bldg. Permit No.:
Contractor Phone: Start Date:

Permit Received By: 
Signed: Date: 3/2/2020
Phone: (805) 456-9802

Attachments: YES
Prepared By: John Mansuddo
Issuer's Signature: Date:

The work indicated on this permit is complete and acceptable.
By Inspector: Date:

Utility Permit Fees:
Utility Trench Fee: $296.00
Payment Method:
Total Payment-(all receipts):

VOID IF WORK IS NOT STARTED IN 30 DAYS AND CONTINUED TO COMPLETION
DISCRETIONARY PROJECT: Y/N (If yes, provide copy of Cond of Approval) _ APN: ____________

ENCROACHMENT ADDRESS: Santa Rosa Lane City Montecito Zip 93108

DESCRIPTION OF WORK: Trench excavation to replace 8" water main on Santa Rosa Lane between San Ysidro Road and San Leandro Road

OWNERS INFORMATION

Name: Montecito Water District E-mail address: akanold@montecitowater.com
Mailing Address: 583 San Ysidro City Montecito Zip 93108
Telephone: (805) 969-2271 (Cell) (805) 456-9802 (Fax) (805) 969-7261

*Plans must be submitted with application.

Applicant Information

Company Name: Montecito Water District Representative Adam Kanold
Telephone: (805) 969-2271 (Cell) (805) 456-9802 E-mail akanold@montecitowater.com
Address: 583 San Ysidro, Montecito, CA 93108 State License C77066
Worker's Comp. Insurer: __________________ Exp. Date: __________

Company Name: __________________
Company Representative: __________________ Registration No.: __________________
Telephone: __________________ (Cell) __________________ E-mail __________________
Address: __________________ Exp. Date: __________
Worker's Comp. Insurer: __________________ Exp. Date: __________

Authorization Signature (complete authorization section only if Authorized Agent box above is checked)

I/We ___________________________ authorize and give consent to ___________________________ to act as ___________________________.

(Print Owner Name) (Print Agent Name)

I/We understand that as the legal property owner where the encroachment/encavation is to take place, that I/we are responsible and liable for all actions, costs, and liabilities associated with this Encroachment/Excavation Permit.

Signed: ___________________________ Date: __________

Owner/Agent Signature (*required to be filled out by owner or agent)

I, Adam Kanold ___________________________, hereby make application to excavate and/or encroach in the Public Road/Right-of-Way at the location(s) and as described herein, subject to the provisions required by Ordinance No. 1491, of Santa Barbara County, applicable State or Federal Regulations, AND ANY SPECIFIED REQUIREMENTS ATTACHED HERETO.

It is agreed by the owner and applicant that the County of Santa Barbara and any officer or employee thereof shall be saved harmless by the applicant from any liability or responsibility for any accident, loss or damage to persons or property, happening or occurring as the proximate result of any of the work undertaken under the terms of this application and the permit or permits which may be granted in response thereto, and that all of said liabilities are hereby assumed by the owner or applicant.

Signed: ___________________________ Date: February 10, 2020
REQUIREMENTS FOR ROAD DIVISION ENCROACHMENT

PERMIT 20U10701

Traffic Control / Water main Replacement

San Ysidro Rd / Santa Rosa Ln

Montecito Water District

ALL WORK SHALL BE IN CONFORMANCE WITH THE MOST CURRENT COUNTY OF SANTA BARBARA ENGINEERING DESIGN STANDARDS AND CALTRANS TRAFFIC CONTROL PROCEDURES.

PEDESTRIAN AND BICYCLE SAFETY SHALL BE OBSERVED AT ALL TIMES.

GENERAL PERMIT REQUIREMENTS

I. NOTIFICATION REQUIREMENTS

NOTE: FAILURE TO MAKE ALL REQUIRED NOTIFICATIONS AS OUTLINED IN THIS SECTION MAY INVALIDATE YOUR PERMIT

1. The Permittee shall call 805-739-8750 or fax 805-739-8753 (North County) or call 805-681-4990 or fax 805-681-4991 (South County) and County Dispatch at (805) 683-2724 (email: !DispatchStaff@sbssheriff.org) to give 72 Hours advance notice of a work start date. When requested, provide a Work Schedule and an Underground Service Alert (USA) number. (FAILURE TO CONTACT THE ROAD DIVISION MAY INVALIDATE YOUR PERMIT). Normal working hours shall be from 7:00 am to 3:30 p.m. (9:00am-3:00pm at signalize intersection) Monday through Friday, excluding holidays and weekends, unless otherwise stated within these permit requirements or as directed by the Senior Road Inspector.

Upon completion of the permitted work activities within the County Road right of way, the Permittee shall notify the Road Division immediately to request a final inspection for acceptance by the Public Works Department Road Division.

2. The Permittee and/or his contractor shall notify Mike Escobar (Signal Technician) at (805) 681-5681 or (805) 896-5577, 72 hours prior to any construction operation within (500) Five Hundred feet of a signalized intersection or immediately if any damage occurs to any traffic signal device. This pertains to Santa Barbara County Road right of way only. Special Note: Intersections shall be as defined within the California Vehicle Code. Refer to Section III: Traffic Requirements at the end of the General Permit Requirements for additional specific requirements.
3. The Permittee is responsible to contact all property owners affected by their construction operation/project a minimum of 72 hours in advance of start of work or as directed in the special conditions of this permit. If an overlay or micro seal is required upon completion of work, affected property owners shall be given both a 7-day and 72-hour written notice by the permittee prior to beginning the micro seal operations. The Permittee shall be responsible in resolving any concerns or complaints that may be lodged by the affected adjacent property owners/residents. Any complaints received by the Santa Barbara County Department of Public Works concerning this work/project will be reviewed by the Road Division Inspector. The inspector will inform/direct the Permittee and/or their contractor to rectify the problem at the Permittee’s expense in an expeditious manner. If the posting of NO PARKING signs is necessary to facilitate this work project, the Permittee shall coordinate the posting with the Road Division Permit Inspector and the California Highway Patrol. All laws, rules, and regulations of the County Code and the California Vehicle Code Book shall be complied with.

4. If this permit authorizes the complete closure of any road, additional notifications are to be made prior to beginning the work as dictated in the special provisions to this permit.

II. EXCAVATION AND CONSTRUCTION REQUIREMENTS

SPECIAL NOTE: When conflicts in construction criteria occur between other Agencies and the Santa Barbara County Public Works Department, the more stringent provisions shall govern.

1. The Road Encroachment Permit Office shall be provided an Underground Service Alert (USA) number and start date prior to the start of construction. Call 1-800-422-4133 for your USA. "Inquiry Identification" number. The Permittee is also responsible for the continual upgrading of their USA number.

2. Inspection within County road right-of-way shall be performed under the direction of the Road Division Inspector. All materials testing and frequency of testing shall be performed by CALTRANS certified materials testing laboratories and results submitted to the Roads Inspector on a daily basis.

3. All construction work shall be performed by contractors holding the appropriate California Contractor's License for the work to be performed, and shall comply with the following safety guidelines of the State of California, “California Administrative Code,” Title 8. “Industrial Relations,” In Particular, Chapter 4. “Construction and Safety Orders,” Article 8. “Explosives,” Article 11. “Vehicles, Traffic Control Flaggers, Barricades, and Warning Signs,” Section 1597, “Jobsite Vehicles,” Section 1598, “Traffic Control for Public Streets and Highways,” Section 1599, “Flaggers,” and the Standard Specifications and these permit provisions:

Construction Workers: Workers shall, when on foot within the limits of the project or exposed to vehicular traffic, wear orange, strong yellow-green or fluorescent versions of these colored warning garments such as vests, jackets, or shirts. During rainy weather workers may wear rainwear which complies with these colors. During hours of darkness, warning garments shall be retroreflective. The retroreflective material shall be visible at a minimum of 1,000 feet. The retroreflective clothing, or the retroreflective material added to the clothing, shall have a minimum of one horizontal stripe around the torso. White outer garments with retroreflective material that meets the above requirements may be worn during hours of darkness in lieu of colored vests, jackets and/or shirts.

Flaggers: Flaggers shall wear orange, strong yellow-green or fluorescent versions of these colored warning garments such as vests, jackets, or shirts. Rainwear, when worn, shall be of these colors. All flaggers shall wear white hard hats.

4. During hours of darkness, flaggers' stations shall be illuminated such that the flagger will be clearly visible to approaching traffic. Flaggers shall be outfitted in reflectorized garments that meet the same criteria as those of Construction Workers (see previous).

All County Roads shall be bored wherever possible. If open-cut trenching is being requested initially, the applicant shall show just cause as to why it is not feasible to use the boring method. A review by the County Engineering staff shall determine if open-cut trenching will be allowed. No cutting of new paving will be allowed for two years from date of overlay unless there is an emergency (ie: leak in pipe). Maintain a
minimum of thirty-six (36) inch cover when using the boring method. If open trench cutting is approved, the Permittee shall adhere to Requirement No. (5) listed below. All pavement cuts shall be sawcut.

5. **Trenching:** Santa Barbara County Road Division Standard Details 2-020 and 2-030 are to be used as guidelines for all trenching operations within the County Road right of way. **Trench backfill shall be a minimum one-sack per cubic yard cement slurry backfill in all paved areas to include driveways, "slot bores/trenches," sidewalk, curb and gutter.** In the pavement area, the slurry cement shall be poured the entire trench width, from pavement cut to pavement cut, and from 0.50' above the pipe/structure, etc., to the asphalt concrete. The shading backfill 0.50' above the pipe/structure shall be compacted mechanically to the percentages required by current "Traffic Indexes." Maximum shading over pipe/conduit before slurry placement shall be six (6) inches. All slot bores - trenches shall be a minimum of 6 inches in width. **A minimum of 6" trench asphalt concrete cap shall not be placed over the slurry cement backfill until the following day, with or without cement accelerators.** Note: Upon request, the Permittee shall provide "Trip Tickets" (slurry cement receipts from the supplier) to the Road Division Inspector. When dewatering is necessary for the construction of this permitted project, a Dewatering Plan shall be required and submitted to the Road Division Encroachment Permit Office for review.

6. Thirty (30) inch minimum cover shall be maintained over any pipe, conduit, structure, etc. within road right of way. Cover shall be measured from existing hardscape (road pavement, sidewalk, etc.) or if an earth cut, shall be measured from the common existing grade average for the area.

7. **All existing pipelines to be abandoned shall be removed outside the County right of way. When this is deemed impractical or not cost effective, contractor may abandon existing pipelines in place per the approval of the County engineer. Prior to the pipe abandonment, material in the existing pipe shall be flushed and removed by methods per state and federal laws with the inspection by the Energy Division and Public Works.**

8. Trench backfill in unpaved areas may be native material, unless such material is determined to be unsuitable by the County Lab Engineer. **Trench backfill shall be as directed by Santa Barbara County Road Division Standard Details 1-020 and 1-030. (Note: testing and material samples shall be as directed by the County Materials Lab. Engineer with the associated costs billed to the Permittee). When cement slurry backfill is placed in trenches outside the paved roadway, it shall be poured to within eight (8) inches of existing finish grade and then backfilled with suitable native material and compacted. When the trench width is less than twelve (12) inches a (1) one-sack cement slurry backfill shall be required.**

9. **Maximum density shall be determined by ASTM 1557 test method "C". If coring or testing is required by the Santa Barbara County Department of Public Works to determine the backfill and/or compaction of trenches, the Permittee shall be responsible for all associated costs performed by a CALTRANS certified materials testing company. Copies of all compaction-testing reports shall be provided to the Road Division Permit Office by the end of the work project. The private Materials Laboratory shall submit a Job Completion Statement on their letter-head affirming that the trench or excavation compaction that was tested met the minimum County Engineering compaction specifications.**

10. The maximum length of trench excavated shall be no greater than that which can be backfilled, plated, and pinned by the end of each day. Any deviation requires approval from the Road Division Inspector and/or Engineer.

11. Longitudinal trench excavations in all road locations shall be controlled from the existing gutter lip using the gutter lip as control for the trench. If this is not applicable, then whenever possible, trenching operations shall be conducted within the "center" portion of the travel lane. **Special Note:** No trenching shall be allowed within the "winged" flow line of the roadway. The unpaved earth shoulder should always be the first option for trenching if possible.

12. All excavated material shall be hauled from the work zone immediately. No stockpiling shall be allowed in the County Road right of way, without prior approval from the Road Division Inspector. Stockpiling shall also be in compliance with the State Standard Specifications, Standard Plans and Special Provisions. If the stockpiling affects property not controlled by the County Road Division, the Permittee shall obtain permission directly from the party affected. Additionally, the Permittee shall not stage, stockpile or operate any equipment outside the permitted work zone without the written or verbal approval of the Road Division Inspector. The permitted work zone is as defined in the CalTrans 1996 "Manual of Traffic Controls" for Construction and Maintenance Work Zones. Where a Permittee has placed an obstacle within twelve (12) feet of a lane carrying public traffic, the Permittee may be required by the Road Maintenance Manager or the County Traffic Engineer to install temporary railing (Type K).

13. No ponding or jetting of trenches will be allowed.
14. Plowing will not be allowed in the County Road right of way.

15. Trenches shall be maintained by the use of steel plates. Note: Plate bridging details shall be provided by the Permittee upon request and shall comply with Section 602.1 of the CalTrans Encroachment Permit Manual - Provide a Non-Skid Surface. Under no circumstances shall fiberglass plates, plywood or other non-D.O.T. approved materials be used as a covering for an excavation. The Permittee shall be responsible and liable for the cost and maintenance of securing the steel plates which are to be continuously safe to travel over. "ROUGH ROAD" or similar signage shall be required to be placed per CalTrans Manual of Traffic Controls, the latest edition of the MUTCD, or per direction of the road inspector. The signs shall be maintained and monitored at the Permittee’s expense. “COLD MIX” material shall be placed and tamped around all sides of the steel plates per direction of the Road Division Inspector. Cold mix may not be required if the steel plates are beveled. All plating shall be pinned to help eliminate movement and wedges installed if necessary to help level out an uneven road surface. Steel plates shall not be left in the traveled roadway for a period of time of more than seven (7) days unless the County Inspector specifically approves a longer period of time. Plates are to be used only as a temporary method of covering an excavation. The Permittee shall be responsible to inspect and monitor steel plates continuously and to immediately correct any unsafe condition that may occur during their use. If an unsafe condition occurs and County personnel or a County contractor is called upon to immediately correct the unsafe condition to prevent harm or damage to the traveling public, all associated costs (time, labor, materials, etc.) shall be borne by the Permittee. Any damages or costs whatsoever that may arise from the placement of steel plates within County Road right of way shall be the responsibility of the Permittee. The Permittee shall rectify all complaints regarding the use of steel plates.

16. The Permittee shall as prescribed by Federal legislation, comply with all provisions of the Occupational Safety and Health Act (OSHA) Standards to include Subpart P - Excavations. (29 CFR Part 1926:650-.652). Special Note: An Excavation Permit shall be obtained from the Division of Occupational Safety and Health (DOSH) for any project involving the construction of any trench or excavation (including utility, foundation, and retaining wall construction involved within the excavation) which are five feet or deeper and into which a person is required to descend. It is the responsibility of the Permittee to obtain this permit and also responsible for submitting a Safety (Shoring) Plan (stamped and signed by the engineer) that shall outline the safety requirements to be adhered to at all excavations and work sites. The Permittee is responsible to provide a designated competent person (on site full time) and implement all safety measures required by law at his/her expense related to this project. This shall apply continuously seven days a week, 24 hours a day until the work project is complete and has been approved and signed off by the Road Division Inspector. The Permittee is liable for any and all damage or injuries that may occur as a result of his/her failure to implement/maintain the necessary safety measures as outlined above and as prescribed by County, State, and Federal law.

17. All pavement areas shall be re-paved with a structural section equivalent to the existing section (see conditions below), or a minimum 0.30' of Asphalt Concrete (A.C.) over 0.50' Class II Base if the Traffic Index is less than 5.5. If the Traffic Index is 5.5 or greater, a minimum of 0.50' min. of A.C. shall be placed. If the existing pavement structural section is greater than the above specifications, that greater section shall apply. Note: "Cold Mix" shall be replaced by "Hot Mix" within (7) seven days of slurry backfill as outlined in Ordinance No. 1491, Section 22 or as directed by the Road Inspector. All "Cold Mix" shall be painted with the color codes as designated by Underground Service Alert, Assembly Bill Number 73. Section 4216.3 and remain until replaced with "Hot Mix"). All asphalt paving operations shall be in compliance with applicable sections of Section 39, Asphalt Concrete of the most current State Standard Specifications. The smoothness tolerances shall be as outlined in Section 39 of the current CalTrans Standard Plans and Specifications. The minimum structural section is outlined in the current Santa Barbara County Road Division Standard Details, Section 1-010. Damage to or displacement of existing A.C. (asphalt concrete) at any location related to this project shall be thick lifted using 1/2 inch A.C. mix as directed by the Road Division Inspector.
18. Pavement Restoration: Pavement Restoration shall be commensurate to the two (2) previous years of road repair, e.g. micro seal, overlay, etc., and be completed in “kind” within (60) days after final pavement replacement. **If lateral trenching is proposed, type II micro seal is required from edge of pavement to edge of pavement. If trenching does not include laterals, type II micro seal is required only to one half of the street if the other half of the street is not damaged by the construction activity.** Micro seal type II proposed mix design shall be submitted to, and approved by, the Roads Division permit office prior to placement of the micro seal. Additionally, if there is 2 feet of pavement or less remaining adjacent to the edge of the road (edge of pavement, E.P.) permittee shall apply a micro seal to this area. A 0.13’ shall be required if the micro seal does not adequately cover the replaced pavement area. In the event that an overlay is required, shoulder backing overlay may be required at the direction of the Road Division Inspector. If construction work causes additional damage to the pavement outside the trenched areas, additional pavement restoration shall be required. Any saw-cut lines left in the road right of way shall be sealed with a “crack-seal” compound approved by the County Engineer. The Santa Barbara County Public Work’s Department shall make the final determination as to the type of pavement restoration to be applied. (Note: The trenching/construction operation may be videotaped by Santa Barbara County Inspection personnel prior to commencement of construction operations).

19. All pavement markers and striping shall be replaced or restored to pre-permit condition. NOTE: Markers and striping shall be per the County General and Special Provisions and the current CalTrans Standard Plans. Note: See CalTrans STD. Plan A202 for additional criteria. These will be provided upon request. If the removal of existing striping is necessary, the striping shall be obliterated by sand blasting or grinding only. No painting over of striping shall be allowed within road right of way. Current County, State and/or Federal sandblasting rules and regulations shall be adhered to. Protection of the public during sandblasting is mandatory. The contractor shall coordinate with the County traffic engineer to cat track the striping for review and approval prior to striping operation and provide three coats of paint and glass beads at each direction at 5 mph spread rate.

20. **Concrete:** All concrete that is to be removed shall be sawcut and removed to the next expansion joint or score mark. All cuts are to be perpendicular to the curb & gutter with no longitudinal cuts. No diagonal cuts shall be allowed. For construction criteria relating curb ramps and sidewalks (Class 3), driveways and gutters (Class 2), see Road Standard Details. The contractor shall provide the concrete mix design for review and approval 14 days prior to construction. All concrete construction to include ramps shall be in accordance with the most current American Disability Act (A.D.A.) requirements.

21. The construction of residential and/or commercial driveways shall be per Santa Barbara County Public Works - Road Division Standard Details and as directed by the County Traffic Engineer; the Senior Development Engineer and/or the Road Division Inspector. The repair and maintenance of all hardscape, i.e.: driveway aprons, wings, sidewalk, curb & gutter, etc., shall be the responsibility of the property owner (Permittee). See Section 4-2.08 of the Santa Barbara County Engineering Design Manual for additional criteria. If applicable, driveways shall conform to equestrian trail guidelines where trails have been established. Maximum height of driveway lip at gutter line is ½ “. No saw cutting of asphalt concrete (A.C.) pavement shall be allowed without first consulting with the Road Division Inspector. When joining existing concrete with new, steel doweling shall be required. Historical drainage flow shall not be altered. If the driveway approach is not constructed/finished to engineering design standards it may be required to be removed and replaced at the Permittee’s expense. All laws, rules, and regulations of the State of California, Department of Consumers Affairs, Contractors License Board shall be adhered to and complied with at all times when performing any work operation within the Santa Barbara County road right of way.

22. The Permittee shall maintain a clean and orderly work zone free and safe from debris and construction materials generated by this project. Final appearance of the project shall be returned to a pre-permit condition as directed by the Road Division Inspector. The aesthetics of the roadway shall be as it was or better than before work started. This shall include bike lanes, pedestrian and equestrian paths. Dust control measures shall be the responsibility of the Permittee. The Permittee at Permittee’s expense shall resolve any complaints. Any over-spill of dirt, concrete, etc. associated with the Permittee’s work project on the paved roadway or earthen road shoulder shall be monitored and cleaned up as it occurs at the Permittee’s expense.
23. All miscellaneous facilities, i.e.: fences, walls, vaults, power supplies, pedestals, backflow devices, meters, pedestals, mailboxes, etc., constructed within the County Road right-of-way, shall adhere to the Sight Distance Requirements as outlined in Section 405.1 of the CalTrans "Highway Design Manual" and current County policy. Aboveground facilities may be required to be "screened" (fencing, wall, vegetation, etc.) at the expense of the Permittee. Any noise producing system that is proposed to be installed within the road right of way shall be disclosed at time of application submittal.

24. "Fixed Objects" e.g.: electrical poles, power supplies, vaults, pedestals, backflow devices, check valves, meters, walls/fences, etc., within the County Road right of way, shall be placed as directed by the CalTrans Traffic Manual, Chapter 7, the Roadside Design Guide, American Association of State Highway and Transportation Officials (AASHTO) 1989; the Highway Design Manual and current County policy as directed by the County Traffic Engineer and the Road Division Engineer. Any exceptions to this procedure shall be reviewed and approved by the County Traffic Engineer prior to any construction operation. If the replacement/removal of the fixed object(s) is required by the County Traffic Engineer, all costs shall be borne by the Permittee.

25. If existing public or private utilities conflict with the construction of this project, the Permittee shall make the necessary arrangements with the owners of such utilities for their protection, relocation and removal. The Applicant shall provide the inspection for the protection, relocation and removal of such utilities, if not accomplished by the utilities themselves. The responsibility for any and all costs related to inspection, permit fees and liabilities, shall be borne by the Permittee. Utility companies performing relocation work in the County Road right-of-way are required to obtain a County Road Division Encroachment Permit prior to the performance of the relocation work. Any relocated utilities shall be correctly located and identified on the final AS BUILT plans. This requirement applies to public and/or private utilities as well. Special Note: If at a future date the Director of Public Works or his designee determines that this permitted project is in conflict with a County project, code, ordinance, or statute, a Community Plan, the traveling public, or accepted engineering and/or safety criteria, etc., all conflicting facilities installed under this permitted project shall be removed immediately at the Permittee's expense. See County Code - Chapter 28, Article 1 - Section 28-34 for additional criteria.

26. Preservation of Monuments: Any monument, benchmark or precise survey reference point shall not be removed without prior approval by the Department of Public Works. If the removal or replacement is allowed, all costs associated with this operation shall be borne by the Permittee as outlined in Section 48, of County Ordinance No. 1491.

27. Bike paths shall be restored according to the CalTrans Highway Design Manual Chapter 1000, "Bikeway Design." The base material shall be 0.50' foot Class II aggregate base. A safe minimum passageway of 4 feet shall be maintained through the work area, where pedestrian or bicycle facilities exist.

28. Special Sanitary Note: It is the responsibility of the Permittee to contact the appropriate sanitary district and obtain all required permits, clearances, etc., prior to the start of any sanitary construction activity. This contact of the district by the Permittee is specifically related to any sanitary construction activity that occurs within the County Road right of way. Manhole installations, sewer lines, covers, etc., shall be equal to County Specified Alhambra Foundry Co. products as shown in the County Road Standard Details. Any covers or facilities used or placed in bike paths, shall also be in accordance with the above and compatible with the appropriate sanitary district.

29. All drainage and erosion Control shall be per the Santa Barbara County Road Excavation Ordinance No. 1491 and/or the Santa Barbara County Grading Ordinance No. 3937. Any deviation from this requires approval from the Senior Development Engineer, County Grading Inspector, and/or the Road Maintenance Manager. All drainage and erosion control plans and/or calculations shall be submitted to the Road Division Permit Office for review and approval by the Senior Development Engineer or Flood Control Engineer, prior to construction. Special Note: The Permittee shall be responsible for correcting drainage and erosion problems resulting from their operations at the Permittee's expense. Additionally, the Permittee shall be responsible and liable for the immediate clean up of all mud and/or debris deposited onto the roadway as a result of their operation. The Permittee at Permittee's expense shall rectify any complaints or damages occurring from the Permittee's work project.
30. Any existing drainage flow lines, channels, etc., along County Roads shall be maintained by the Permittee or as directed by the Road Division Inspector. Drain lines to be placed through the curb face shall be a maximum of three inches in diameter and shall be cored. All other drains shall be as stated within Section 2-070 of the Santa Barbara County Road Division Standard Details entitled "Sidewalk Drain." The Permittee is responsible to maintain the structural integrity of sidewalk, driveway approach, curb areas where the drain/irrigation pipe is installed.

31. Creek, Channel and/or Slope "Protection" shall be as stated in Detail Nos. (1 & 2) plates B-13-1 and B-13-2, outlined in the CalTrans Standard Plans, dated July 1992. Section (72) of the CalTrans "Standard Specifications," dated July 1992, may also be used as additional construction criteria. Erosion Control (Type D) shall conform to the provisions in Section 20-3, "Erosion," of the Santa Barbara County Standard Specifications and Special Provisions to be provided upon request. Final "slope" protection construction shall be as directed by the Santa Barbara County Flood Control Engineer, Road Maintenance Manager or Superintendent and/or Road Division Engineer.

32. Storm drain systems that are constructed within the County Road rights of way, shall be reviewed and approved by the Santa Barbara County Flood Control Manager and the Road Maintenance Manager. For installation of storm drains, see Road Standard Detail No. 1-040 for bedding and backfill requirements. Drop inlets shall be constructed per Santa Barbara County Road Division Standard Detail No. 2-025 with Class "A" concrete utilized on the bottoms and sides of these facilities.

33. Santa Barbara County Bridges, Box Culverts, etc. - Prior to the placement of any facility onto or within a bridge, box culvert, etc., and/or its abutment, all plans shall be reviewed and approved by the Santa Barbara County Bridge Engineer. Plans shall include as a minimum, location of proposed facilities; type of hangers/hardware; weight calculations, specifications, etc.

34. All landscaping shall conform to County requirements. A landscaping plan shall be submitted for approval with species, placement, quantities, etc. shown along with trees, shrubs, groundcover, etc. Sight distance, fixed object criteria, will be evaluated before plan is approved. Plan shall include irrigation facilities and a statement identifying the responsible party to water, and maintain the landscaped area within road right of way. All trees proposed shall adhere to the County Approved Tree List and if within ten feet of any hardscape (A.C. pavement, concrete, etc.) tree root barriers may be required. If a plan is not required, landscaping shall be replaced in kind to pre-permit condition. See County Ordinance No. 3703 for additional details. Contact the Road Division Permit Office for additional criteria.

35. It is the sole responsibility of the Permittee to "obtain and comply" with all applicable permit conditions, requirements and clearances from all Santa Barbara County Departments/Agencies, including Public Works, Planning & Development, etc., other Public Agencies, and any Community Plan (i.e.: Montecito Community Plan) approved and adopted by the County Board of Supervisors; including pertinent rules and regulations of the State of California and Federal Government pertaining to the above mentioned project, prior to the issuance of the Road Division Encroachment Permit. If this permit has been issued and it is determined that the Permittee has not obtained all permits required by law, this permit shall be "invalidated."

36. If any portion of this project enters into a known Native American/Chumash archaeological site, the Permittee shall be responsible for obtaining all clearances from other departments and agencies. This includes a Coastal Development Permit if necessary and any other applicable Permits required while performing work activities within a known Chumash site. The Permittee shall be responsible for all costs and liabilities incurred with their operation. Should any archaeological resources be revealed in the work vicinity or discovered during construction, the Permittee shall stop work in the immediate vicinity of the find and notify the Department's representative. The Permittee shall be responsible for costs associated with the evaluation of those finds, based on the recommendations of the archaeologists and the Native American monitor. Contact the Planning & Development Department for additional criteria.
37. The Permittee shall show proof that notice of construction has been given to all occupants and owners of real property located within the perimeters of the construction operation. This Notification compliance shall include all schools and/or agencies responsible for children. Whenever required by the Public Works Department, the Permittee shall provide at their expense crossing guards, etc., to facilitate the safe movement of children. Notification requirements and compliance shall be as outlined by the Public Works Department and the Planning & Development Department.

38. When inclement weather is imminent, the Permittee shall take the necessary precautions to adequately protect the project site. No work is permitted during the “Red Flag” postings. If work is in operation when “Red Flag” warning is announced, stop the work and clear the road immediately. If work is allowed to continue by this office with the approval from the Fire Chief at the designated area, the Road Permit Inspector shall issue the “Red Flag Days” special conditions as an addendum to this permit.

39. The Permittee may be required to obtain a Haul Permit prior to beginning construction activities at the discretion of the Road Encroachment Permit Office. If the Permittee is required to apply for a haul permit, a proposed Haul Route shall be submitted to the Road Encroachment Permit Office for review and approval at least 7 days prior to the start of construction. The haul route is required to cover the routes used for transporting any and all construction materials, i.e.: pipe, fittings and/or miscellaneous equipment. The materials shall be hauled under the following conditions: The Permittee assumes all liability for accidents resulting from their operations; accepts all clean up and road repair as directed by the Road Division Inspector and/or Engineer.

40. The Road Division Encroachment Permit Package shall be kept at the work site and must be shown upon request to any Department of Public Works representative. If this is not adhered to, it shall be considered to be a violation of permit requirements, and the work may be stopped or suspended if this requirement is not complied with immediately.

41. This permit is issued with the understanding that it does not establish a precedent. This encroachment permit is issued at the discretion of the Road Commissioner and the County Department of Public Works Road Division. It may be revoked or modified, at any time, at the sole discretion of the County of Santa Barbara, acting through the Road Commissioner and the Road Division. This encroachment permit does not grant the Permittee or the Permittee's successors or assigns any ongoing interest in the occupancy or use of the County road right-of-way or any improvements in the right-of-way except as specifically stated in the permit and while the permit is in force.

42. Unless stated within this road encroachment permit, or separate agreement, all costs incurred for work within the County Road rights of way, pursuant to this road encroachment permit shall be borne entirely by the Permittee. The Permittee hereby waives all claims for indemnification or contribution from the County of Santa Barbara for any such work. Indemnification shall be as outlined in the California Civil Code.

43. No party other than the Permittee or the Permittee's agent is allowed to work under this road encroachment permit.

44. The Permittee agrees, by the acceptance of this road encroachment permit, to properly maintain any encroachment within the County Road rights of way associated with this operation. This will include the inspection and repair of any damage to County facilities resulting from this road encroachment. The Permittee is responsible for the cost of all restoration, repair and County services resulting from the permitted work by authority of County Code and the Streets and Highways Code.

45. If any additional services of the Public Works staff are required, including Roads accounting, after payment of the initial Permit fee, the Permittee will be billed accordingly. Overtime compensation shall be paid at the current County rate and shall mean and include work prior to 7:00 a.m. and subsequent to 4:00 p.m., whether or not the total time of the work or improvement herein described exceeds eight hours on the date such overtime occurs. Overtime shall also include all work on Saturdays, Sundays or holidays as defined in the California Government Code, Section 6700. Bills are due and payable upon receipt. Denial for nonpayment of fees: Failure to pay Permit fees when due may result in rejection of future applications and denial of permits. All Permit fees/billings shall be paid before any Occupancy Clearance is granted.
46. The Permittee shall file the necessary bond(s) in advance, in the amount set by this Department. Failure to maintain bond(s) in full force and effect will result in suspension of all work and permit(s). Bonds are not required of public corporation or privately owned utilities, unless said Permittee failed to comply with provisions and conditions under a prior permit. Your surety (insurance) company will be responsible for any latent defects until such time as is provided for in the California Code of Civil Procedures, Section 337.15.

III. TRAFFIC REQUIREMENTS

1. The Permittee upon request shall submit a TRAFFIC MANAGEMENT PLAN to the Traffic Section, of the Santa Barbara Public Works Department, for review. This Plan shall be submitted no less than 7 days prior to the start of construction. This plan shall be for any encroachment and/or traffic operation performed on any county road, pedestrian path or bikeway. Work Area Traffic Control shall be in accordance with recognized standards (i.e.: latest California Manual on Uniform Traffic control Devices, WATCH California Joint Utility Traffic Control Committee, etc.) Deviations from recognized traffic standards may necessitate that a registered traffic engineer at the Permittee’s expense prepares plans. This requirement shall be as directed by the County Public Works Department. Traffic Control Signing shall be in place forty-eight (48) hours prior to start of construction, and remain in place day or night for the duration of the construction operation. (FAILURE TO COMPLETE SIGNING MAY INVALIDATE YOUR PERMIT).

2. During working hours, a minimum of (1) 10 foot travel lane with flaggers as required by the Road Division Inspector shall be maintained. Note: See CalTrans Standard Plan - Plate T13 or T-11 for additional criteria. During non-working hours, all travel lanes shall be open unless otherwise approved twenty-four (24) hours in advance by the Road Division Inspector.

3. Driveway or Parking access shall be interrupted only after 2 days advance notice by the Permittee to the property owner(s) affected. Driveway access shall be provided by the use of steel plates.

4. The Permittee shall immediately (within 24 hours) repair and/or replace all damaged Traffic Signal Devices, at his own cost. Note: See CalTrans Standard Specifications, Section 86-1.05 for additional details. "No Parking" on loop detectors will be allowed without prior approval from the Road Division Inspector. Special Note: If services are required of the Santa Barbara County Traffic staff as a result of damage to traffic devices during construction operations, the Permittee will be billed accordingly.

5. Working hours within Signalized Intersections shall be from (9:00 a.m. to 3:00 p.m.), Monday through Friday, or as directed by the Road Division Inspector. If Permit working hours is not adhered to, this Encroachment Permit may be subject to revocation. Any deviation from this schedule requires prior approval from the Road Division Inspector. Special Note: the Permittee and/or their contractor shall immediately comply with all direction given by Traffic Division staff. Any person who fails, neglects, or refuses to comply with any requirement shall be in violation of Section 28-53 of Chapter 28, Article 1 of Ordinance No. 1491. All violations of this or any other section of this chapter shall be strictly enforced. No saw cutting within or near a signalized intersection shall be performed within twenty-four (24) hours of the weekend. This specifically refers to work operations on Fridays, Saturdays, Sundays and holidays without prior written approval from the Road Division Inspector.

6. Work shall be planned and conducted as to create the least possible inconvenience to the traveling public. Traffic shall not be unreasonably delayed. The Permittee is authorized to place properly attired flaggers to stop or warn the traveling public. All flagging shall be in compliance with the current CalTrans "Manual of Traffic Controls".

7. All Road Closures shall be covered under an additional Road Encroachment Permit. This permit will cover working hours; traffic detours; the notification of emergency services i.e.: Sheriff, Fire, C.H.P., M.T.D., American Medical Response (ambulance) etc., local residents; schools; commerce; fees and special permit requirements.
NOTE: Failure to make all required notifications in advance of construction or to adhere to "any" permit requirement may invalidate this permit and result in forfeiture of bonds. In addition penalty fees may be imposed. Failure to complete "any" permit requirement, may also result in the denial of future permits.

Special Note: Ordinance Number 1491 Section #22 – Commencement of Completion of Work:

"Except in the case of annual permits, every permittee shall commence the proposed work within thirty (30) days after the granting of the permit or within such other time from thirty (30) days minimum to sixty (60) days maximum as the Road Commissioner shall specify, (or in the case of special single permits set out in Section 21 above, within thirty (30) days from the date when such permit becomes effective as to the particular job concerned) and thereafter shall prosecute the work to completion in a diligent and workmanlike manner and restore roads to their condition or as near as may be possible. The Commissioner may, for good cause excuse delay in commencement or completion of such work. In the event of unexcused delay or failure to commence, carry out or complete such work in the manner provided herein, the Commissioner may, in addition to any other remedies he may have, terminate or suspend such permit by notice in writing effective immediately upon personal delivery to permittee or his agent, or twenty-four hours after being deposited in the United States Mail addressed to permittee at the address shown on the application for permit except that the Commissioner may elect to have the work completed and the cost thereof charged to the permittee. Thereafter, no work shall be done under said permit unless and until it is reinstated by the Commissioner."
PART F – TABLE OF CONTENT 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 73.

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