ATTACHMENT 3

San Jose Creek Multipurpose Path Project Specifications

San Jose Creek Multipurpose Path Project



Public Works - Capital Improvement Program (CIP) 9006

130 Cremona Drive, Suite B ● Goleta, CA 93117
www.cityofgoleta.org/your-city/public-works

CITY OF GOLETA

BOOK 1 OF 2
BID BOOK

FOR

SAN JOSE CREEK MULTIPURPOSE PATH
CITY PROJECT NUMBER: 9006
FEDERAL AID PROJECT NUMBER: BRLS-5481(022)

FOR USE WITH CALTRANS STANDARD SPECIFICATIONS DATED 2023, CALTRANS STANDARD PLANS DATED 2023 AND LABOR SURCHARGE AND EQUIPMENT RATES OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION INSOFAR AS THE SAME MAY APPLY AND IN ACCORDANCE WITH THE SPECIAL PROVISIONS.

Pre-Bid Meeting:	Bids to be received before:
N/A	**3:00 P.M. PST Thursday, May ~~12~~29, 2025** PlanetBids

CITY OF GOLETA

BOOK 1 OF 2

BID BOOK

FOR

SAN JOSE CREEK MULTIPURPOSE PATH PROJECT

FEDERAL AID PROJECT NO. BRLS-5481(022)

Received By:



_____

Luz “Nina” Buelna, P.E.

Public Works Director

The Engineers whose stamp and signature appear herein are in responsible charge of preparing these plans and specifications.

City of Goleta

Contract Documents

SAN JOSE CREEK MULTIPURPOSE PATH

Table Of Contents

SECTION I NOTICE TO CONTRACTORS	**NTC-1**
SECTION II BIDDING INSTRUCTIONS	**BI-1**
SECTION III PROPOSAL	**PROP-1**
SECTION IV AGREEMENT	**AGMT-1**
SECTION V INSURANCE AND BONDS	**INS 1**
SECTION VI CITY OF GOLETA CONSTRUCTION SPECIFICATIONS	**GCS-1**
SECTION VII SPECIAL PROVISIONS	**SP-1**

SECTION I

NOTICE TO CONTRACTORS

NOTICE TO CONTRACTORS
INVITING SEALED BIDS
FOR THE
SAN JOSE CREEK MULTIPURPOSE PATH PROJECT

City Project Number: 9006

Federal Project Number: BRLS-5481(022)

PUBLIC NOTICE IS HEREBY GIVEN that the City of Goleta ("CITY"), invites sealed bids for the above stated project and will receive such bids via electronic transmission on the City of Goleta Planet Bids portal site until **Thursday, May ~~15~~29, 2025 at 3:00 P.M. PST** and will be publicly opened at City of Goleta, 130 Cremona Drive, Suite B, Goleta, CA 93117 and posted promptly thereafter. Late proposals will be rejected. No exceptions.

Copies of the Contract Documents and the Proposal Forms for bidding the project, may be obtained from the PlanetBids Website: https://pbsystem.planetbids.com. Proposals which do not acknowledge addendums to the project documents will be rejected.

All communications relative to this project shall be conducted through PlanetBids. Questions about alleged patent ambiguity of the plans, specifications, or estimate must be asked before bid opening. After bid opening, the CITY does not consider these questions as bid protests.

No pre-bid meeting will be held.

Bidders are advised that, as required by federal law, the City of Goleta is implementing Disadvantaged Business Enterprise (DBE) requirements. Section 2 BIDDING under subsection title DISADVANTAGED BUSINESS ENTERPRISES and Section 5 CONTROL OF WORK under subsection titled SUBCONTRACTING of the Special Provisions cover the DBE requirements.

The DBE contract goal for this project is: 16%

For the Federal training program, the number of trainees or apprentices is: 19

THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991 AS AMENDED BY TITLE IX OF THE INFRASTRUCTURE INVESTMENT AND JOBS ACT OF 2021 ("BUILD AMERICA, BUY AMERICA ACT").

Pursuant to California Labor Code Section 1773, the City has ascertained the General Prevailing Rate of Wages in the County in which the work is to be done to be as determined by the Director of Industrial Relations of the State of California. Contractor is hereby made aware that information regarding prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: https://www.dir.ca.gov/OPRL/2025-1/PWD/Southern.html. The Contractor is required to post a copy of the applicable wage rates at the job site. Attention is directed to Section 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC of the State Standard Specifications.

the job site. Attention is directed to Section 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC of the State Standard Specifications.

The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the Contract Documents and in copies of this book that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of the Contract Documents. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in the Contract Documents. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less that the higher wage rate. The City of Goleta will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

The California Air Resources Board ("CARB") implemented amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulations ("Regulation") which are effective on January 1, 2024 and apply broadly to all self-propelled off road diesel vehicles 25 horsepower or greater and other forms of equipment used in California. A copy of the Regulation is available at https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-roaddiesel/appa-1.pdf. Bidders are required to comply with all CARB and Regulation requirements, including, without limitation, all applicable sections of the Regulation, as codified in Title 13 of the California Code of Regulations section 2449 *et seq.* throughout the term of the Project. Bidders must provide, with their Bid, copies of Bidder's and all listed subcontractors the most recent, valid Certificate of Reported Compliance ("CRC") issued by CARB. Failure to provide valid CRCs as required herein may render the Bid non-responsive.

Bidders must be registered on the City of Goleta's PlanetBids portal in order to receive addendum notifications and to submit a bid. Go to PlanetBids for bid results and awards. It is the responsibility of the bidder to submit the bid with sufficient time to be received by PlanetBids prior to the bid opening date and time. Allow time for technical difficulties, uploading, and unexpected delays. **Late or incomplete bids will not be accepted.**

Bid must be accompanied by a bid security in the form of a money order, a certified cashier's check, or bidder's bond executed by an admitted surety, made payable to CITY. The bid security shall be an amount equal to ten percent (10%) of the total annual bid amount included with their proposals as required by California law.

Note: All bids must be accompanied by a scanned copy of the bid security uploaded to PlanetBids. The original security of the three (3) lowest bidders must be mailed or submitted to the office of the City Clerk at 130 Cremona Drive, Suite B, Goleta, California 93117, in a sealed envelope and be received or postmarked within three (3) City working days after the bid due date and time for the bid to be considered. The sealed envelope should be plainly marked on the outside, "SEALED BID SECURITY FOR SAN JOSE CREEK MULTIPURPOSE PATH PROJECT."

The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) per California Labor Code Section 1771.4, including prevailing wage rates and apprenticeship employment standards. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, or religion will also be required. The CITY hereby affirmatively ensures that all business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

In accordance with the California Public Contract Code 20103.5 when federal funds are involved in local agency contracts, no bid shall be invalidated by the failure of the bidder to be licensed in California at the time of bid opening. However, at the time of award, the selected contractor shall be properly licensed in accordance with the laws of the State and the City of Goleta. Contractor shall possess a valid **Class A - General Engineering Contractor** license prior to award of Contract. Said license shall be maintained during the contract period. It is the Bidder's and Contractor's responsibility to obtain the correct Contractor's licenses. Bidders shall be skilled and regularly engage in the general class or type of work called for under this contract.

The successful Bidder will be required to furnish a Performance Bond and a Payment Bond each in an amount equal to 100% of the Contract Price. Each bond shall be in the forms set forth herein, shall be secured from a surety company that meets all State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the DIR. No Bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the DIR to perform public work. If awarded a contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the DIR for the duration of the Project. Failure to provide proof of the contractor's current registration pursuant to Labor Code Section 1725.5 may result in rejection of the bid as non-responsive.

The CITY reserves the right to reject all bids, reject any bid that is not responsive to the invitation, or to waive any minor irregularity and to take all bids under advisement for a period of up to ninety (90) working days. Failure to provide proof of the Contractor's current registration pursuant to Section 1725.5 of the Labor Code may result in rejection of the bid as non-responsive.

Failure to comply with enforcement provisions pursuant to Section 1771.4 of the Labor Code may result in a determination that the Bidder is not responsible.

Bids shall remain open and valid for a period of one hundred twenty (120) calendar days after the Bid Deadline.

Pursuant to Public Contract Code section 22300, the successful bidder may substitute certain securities for funds withheld by CITY to ensure performance under the Contract or, in the alternative, request the CITY to make payment of retention to an escrow agent.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 8:00 p.m., Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

Any protest to an intended award of this contract shall be made in writing addressed to the City Clerk prior to the award. Any protest may be considered and acted on by the City Council at the time noticed for award of the contract. To request a copy of the notice of agenda for award, please contact the City Clerk cityclerkgroup@cityofgoleta.org or register on the CITY's website (www.cityofgoleta.org).

CITY OF GOLETA

Deborah S. Lopez, City Clerk

Published:

Santa Barbara Independent: March 27, 2025, and April 3, 2025

SECTION II

BIDDING INSTRUCTIONS

SECTION II BIDDING INSTRUCTIONS

1 DEFINITIONS. Unless provided otherwise, the definitions in the contract documents are applicable to all contract documents.

1.1 "Addenda" means written or graphic instruments issued by the City before the bid deadline that modify or interpret the contract documents by additions, deletions, clarifications, or corrections.

1.2 "Alternate" means an amount stated in the bid for which the Bidder offers to perform the Work described in the Bidding Documents as Alternate Work, to be added or deducted from the Total Base Bid, which shall be Contractor's responsibility if City accepts the Alternate Bid Item.

1.3 "Bid Deadline" means the date and time designated in the notice inviting sealed bids as the last date and time for receipt of bids, as may be revised by addenda.

1.4 "Bidder" means a person or firm that submits a bid.

1.5 "Bidding/Contract Documents" means the Contract, Addenda, Notice to Contractors, bidding instructions, Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Completion) when attached as an exhibit to the Contract, the Bonds, permits from jurisdictional regulatory agencies, City of Goleta Construction Specifications, Special Provisions, Plans, State Standard Plans, State Standard Specifications, Revised State Standard Specifications, Labor Surcharge and Equipment Rental Rates, Work Directives, Reference Specifications, Change Orders, Supplemental Agreements, Appendices, Project Plans and any other applicable documents not listed, including modifications incorporated in those documents.

1.6 "Contract Price" means the total aggregate amount of the Contractor's bid price based on the estimated quantities listed in the Bidding Sheet as set forth in the award of the Contract approved by the City Council, subject to adjustment for variances in quantities and changes pursuant to Change Orders executed in accordance with the Contract Documents.

1.7 "Inspector" means the person designated by the engineer to ensure specification compliance.

1.8 "Total Base Bid" means the sum stated in the bid for which bidder offers to perform the Work described in the contract documents, but not including alternates.

1.9 "Unit or Contract Unit Price" means an amount entered in the bid by bidder or a "Contract Item" price established by the City in the bid, as a price per unit of measurement for payment for materials, equipment or services including taxes, supervision, overhead and profit for a portion of the work described in the Contract Documents.

2 BIDDER'S REPRESENTATIONS. By making its bid, bidder represents that:

2.1 Bidder has read, understood, and made the bid pursuant to the requirements in the Contract Documents.

2.2 The Bidder, at its sole cost and expense, has carefully examined the Contract Documents and visited the Project site to become fully acquainted with the local site conditions affecting the Work to be performed including transportation, disposal, handling, and storage of materials.

2.3 The bid and the Contract Unit Prices bid are based upon the labor, materials, equipment, and systems required by the Contract Documents.

2.4 Bidder and all subcontractors, regardless of tier, have the appropriate registrations and current licenses issued by the State of California Contractor's State License Board and Department of Industrial Relations (DIR) for the Work to be performed. If bidder is a joint venture, the bidder will have a joint venture license appropriate for the performance of the Work, and each member of the joint venture will likewise have the appropriate license. Business and professions code §§ 7000-7191 establish licensing requirements for contractors. If a bidder, that is a specialty contractor, submits a bid involving 3 or more specialized building trades, the Work of which is more than incidental and supplemental to the performance of the Work for which bidder holds a specialty contractor license, bidder must also hold either (1) a specialty contractor "C" license in each such trade or (2) a general engineering contractor "A" license. This requirement is applicable whether or not bidder lists a subcontractor for each such trade.

2.5 Bidder shall have the expertise, including the Responsible Managing Officer (RMO) for the Contractor Company, demonstrating a minimum of five (5) years' experience successfully performing projects of the same type, magnitude, and character of the work bid, and financial capacity to perform and complete all obligations under the Contract Documents.

2.6 Bidder is aware of and, if awarded the contract, will comply with legal requirements in its performance of the Work.

2.7 Bidder is aware of and, if identified as the apparent lowest responsible bidder, would be required to pay City business license fee(s).

2.8 Bidder shall not damage or endanger and shall preserve and protect adjacent properties.

2.9 Bidder has familiarized itself with the staging and material storage constraints of the Project site and surrounding buildings and will confine its staging and storage operations to approved areas.

2.10 Bidder will coordinate its construction activities with the other contractors and utility companies performing work on the Project site, if any, including, but not limited to, any separate contractor retained by the City.

2.11 Bidder has checked the figures set forth in the bid schedule and understands that neither the City nor any officer or employee therefore will be responsible for any misunderstandings, errors, or omissions on the part of the Bidder in submitting its Bid. The failure of a Bidder to receive or examine any of the Contract Documents or to inspect the site shall not relieve such Bidder from any obligation with respect to the Bid, the Contract, or the Work required under the Contract Documents.

3 CONTRACT DOCUMENTS.

3.1 Bidders may obtain complete sets of the Contract Documents from PlanetBids.

3.2 Bidders will use a complete set of Contract Documents in preparing bids.

3.3 The City makes copies of the Contract Documents available, on the above terms, for the sole purpose of obtaining bids for the Work and does not confer a license or grant permission for any other use of the Contract Documents.

3.4 The City does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading, or printing of the Contract Documents.

4 INTERPRETATION OR CORRECTION OF CONTRACT DOCUMENTS.

4.1 Before submitting its bid, bidder will carefully study and compare the various documents comprising the Contract Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the bid is submitted; will examine the project site, the conditions under which the Work is to be performed, and the local conditions; and will at once report to the City's representative errors, inconsistencies, or ambiguities discovered. The drawings and specifications contained in these Contract Documents do not constitute a representation or warranty that any conditions shown therein actually exist. All soil and test hole data, groundwater elevations, and soil analyses shown on the Plans or included in the Special Provisions apply only at the location of the test holes and to the depths indicated.

4.2 Bidder requests for clarification or interpretation of the Contract Documents will be addressed to the City's representative at least five (5) calendar days before the bid deadline.

4.3 Clarifications, interpretations, corrections, and changes to the Contract Documents will only be made by addenda. Purported clarifications,

interpretations, corrections, and changes to the Contract Documents made in any other manner will not be binding and bidders will not rely upon them.

5 PRODUCT SUBSTITUTIONS.

5.1 No requests for product substitutions will be considered before award of contract.

6 SUBCONTRACTORS.

6.1 Each bidder will list in the proposal form all first-tier subcontractors that will perform work, labor or render such services in excess of ½ of one percent of the total bid of the total bid or $10,000, whichever is greater. The proposal form contains spaces for the following information when listing subcontractors: (1) work activity; (2) name of subcontractor; (3) city of subcontractor's business location; (4) California contractor's license number, and (5) DIR public works contractor registration number. An inadvertent error in listing the California contractor's license number or public works contractor registration number shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor's license number is submitted to the City by the Bidder within 24 hours after the bid opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor. Failure to list any of these other items on the proposal form will result in the City treating the bid as if no subcontractor was listed for the work and that bidder represents to the City that it is fully qualified to perform that portion of the Work and will so perform such Work.

6.2 Substitution of subcontractors after the bid deadline who are listed in the proposal form will only be allowed with the City's written consent and in accordance with California law.

7 ADDENDA.

7.1 Before the Bid Deadline, the City may modify the Work, the Contract Documents or any portion(s) thereof by the issuance of written addenda. Addenda will be in writing and issued only by the City.

7.2 Bidders must be registered on the City's PlanetBids portal to receive addendum notifications. Addenda will be posted on the PlanetBids portal.

7.3 Addenda will be made available on PlanetBids.

7.4 The City will issue addenda so that they are received by prospective bidders not less than three (3) working days before the bid deadline. Addenda that withdraw the request for bids or postpone the bid deadline may be issued any time before the bid deadline.

7.5 Each bidder is responsible for ensuring that it has received all issued addenda before submitting a bid. All bidders are required to acknowledge and confirm receipt of each and every addendum in their Bid Proposal Form. Failure to acknowledge all Addenda may result in a Bid being deemed nonresponsive and not eligible for award of the Contract.

8 NOT USED

9 FORM AND STYLE OF BIDS.

9.1 Bids will be submitted on the proposal forms included with the Contract Documents. Bids not submitted on the City's proposal forms will be rejected. All blanks on the proposal form will be filled in legibly.

9.2 Bidder's failure to submit a price for any alternate or unit price will result in the bid being considered as non-responsive. If alternates are called for and no change in the lump sum base bid is required, enter "no change."

9.3 Each bidder must fill out the "bidders statement of past contract disqualifications" form stating any and all instances of contract disqualifications due to a violation of a law or safety regulation. The bidder must explain the circumstances of each disqualification.

9.4 Bidder will make no stipulations on the proposal form nor qualify the bid in any manner.

9.5 The bids will be based upon full completion of all the Work as shown on the plans and specifications. It is expressly understood that the plans are drawn with as much accuracy as is possible in advance, but should errors, omissions or discrepancies exist in the plans which show conditions that vary from those encountered in construction, the bidder (if awarded the contract) specifically agrees to construct a completed Work ready for the use and in the manner which is intended.

9.6 The proposal forms will be signed by a person or persons legally authorized to bind bidder to a contract. Bidder's representative will sign and date the declaration of eligibility to contract included in the proposal form. Failure to sign and date the declaration will cause the bid to be rejected.

10 BID SECURITY.

10.1 Each bid must be accompanied by bid security, in the amount of 10% of the Total Base Bid on the base Contract Work, excluding any Alternate Bid Items, as security for bidder's obligation to enter into a contract with the City on the terms stated in the proposal form and to furnish all items required by the Contract Documents.

10.2 All bids must be accompanied by a scanned copy of the bid security uploaded to PlanetBids. The original security of the three (3) apparent lowest bidders must be mailed to the office of the City Clerk at 130 Cremona Drive, Suite B, Goleta, California 93117, in a sealed envelope

and be received or postmarked within three (3) City working days of the bid due date and time for the bid to be considered. The sealed envelope should be plainly marked on the outside identifying the names as shown in the notice inviting sealed bids.

10.3 If the apparent lowest responsible bidder fails to sign the contract and furnish all items required by the contract documents within the time limits specified in these bidding instructions, the City may reject such bidder and select the next apparent lowest responsible bidder until all bids have been exhausted or the City may reject all bids. In the event the bid is rejected, such bidder will be liable for and forfeit to the City the amount of the difference, not to exceed the amount of the bid security, between the amount of the disqualified bid and the larger amount for which the City procures the Work. The City may also use the bid security to cover the cost of rebidding the project.

10.4 If a bid bond is submitted and an attorney-in-fact executes the bid bond on behalf of the surety, a notarized and current copy of the power of attorney will be affixed to the bid bond. The surety issuing the bid bond must be admitted to provide surety within the State of California.

10.5 The City will retain the bid security until the occurrence of one of the following:

10.5.1.1 All items required by the contract documents have been furnished and the contract has been signed by the successful bidder and the City.

10.5.1.2 The specified time has elapsed during which bids may be withdrawn.

10.5.1.3 All bids have been rejected.

11 BID DELIVERY.

11.1 The proposal forms, bid security, and all other documents required to be submitted with the bid must be submitted via electronic transmission on the City of Goleta PlanetBids portal site. Line Items in PlanetBids will be removed and the bidder shall submit the schedule of bid items using the proposal form in the Contract Documents.

11.2 Bidders must be registered on the City of Goleta's PlanetBids portal in order to submit a bid. Go to PlanetBids for bid results and awards. It is the responsibility of the bidder to submit the bid with sufficient time to be received by PlanetBids prior to the bid opening date and time. Allow time for technical difficulties, uploading, and unexpected delays. Late or incomplete bids will not be accepted.

11.3 Bid Security shall be submitted in accordance with Section 10. "Bid Security" above and per the notice inviting sealed bids.

12 MODIFICATION OR WITHDRAWAL OF BID.

12.1 Bids may not be modified, withdrawn, or canceled within one hundred twenty (120) calendar days after the bid deadline unless otherwise provided in any supplementary instructions to bidders. The bidder shall be prohibited from further bidding on the project and the bid bond shall be forfeited. The City, at its discretion, may award the bid to the next responsive and responsible bidder. In the event the next bidder refuses to enter into the contract, that bidder's bid bond shall then be forfeited.

13 OPENING OF BIDS.

13.1 Bids submitted in the manner required by these instructions and received on or before the bid deadline will be opened and available for viewing on PlanetBids.

14 EVALUATION AND REJECTION OF BIDS.

14.1 Bidders will be evaluated for responsiveness and responsibility based on bid proposal information provided in the bid documents under "designation of subcontractors" and bidder's references."

14.2 A responsive Bid is a Bid that conforms, in all material respects, to these Instructions to Bidders. Non-responsive Bids will be rejected.

14.3 A responsible bidder means a bidder who has demonstrated the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform fully the requirements of the Contract Documents and the moral and business integrity and reliability that will assure good faith performance in the sole discretion of the City. Any determination of a bidder's non-responsibility by the City shall be based on the fitness and capacity of the bidder to satisfactorily perform the obligations of the Contract, whether or not the bidder is qualified to perform those obligations, whether or not the bidder is trustworthy, and such other bases as may be relevant.

14.4 In addition to other provisions of the Contract Documents, upon the request of the City, a bidder whose Bid is under consideration for the award of the Contract shall promptly submit satisfactory evidence to City showing the bidder's financial resources, experience in the field, and organization and other factors evidencing bidder's ability to successfully execute and complete the Contract.

14.5 The City reserves the right to reject any or all bids and to waive discrepancies, irregularities, informalities, or any other error in the bid or bidding, when to do so seems to best serve the public interest. The right of the City to waive errors applies even if the Contract Documents state that a discrepancy, irregularity, informality, or other error make a bid nonresponsive, so long as the error does not constitute a material error. The City reserves the right, in its sole discretion, to: judge the bidder's representations as stated in the proposal forms and any post-Bid information to determine whether or not bidder is qualified to perform the Work; be the sole judge regarding the suitability of the

products, services, or supplies offered; to not purchase all items or the full quantity of each item listed in the Bid Item List; reject any or all Bids; waive any deficiencies, irregularities, or informalities in any Bids or in the bidding process; modify, cancel, or withdraw the Notice Inviting Sealed Bids; issue a new Notice Inviting Sealed Bids; suspend or abandon the Project; seek the assistance of outside technical experts in Bid evaluation; require a bidder to provide a guarantee (or guarantees) of the Contract by a third party; and not issue a Notice to Proceed after execution of the Contract. In submitting a Bid in response to the Notice Inviting Sealed Bids, the bidder is specifically acknowledging the City holds these rights. The Notice Inviting Sealed Bids does not commit the City to enter into a Contract, to reject, in its sole discretion, all Bids, nor does it obligate the City pay for any costs incurred by bidders in preparation and submission of a Bid or in anticipation of a Contract. By submitting a Bid, the bidder disclaims any right to be paid for such costs.

14.6 The City may reject any bid not accompanied by the required bid security or any other item required by the contract documents, or a bid which is in any other way materially incomplete, irregular or not responsive to the bid request in the sole determination of the City.

15 AWARD.

15.1 The City may retain all bids for a period of one hundred and twenty (120) calendar days for examination and comparison, and to delete any portion of the Work from the contract.

15.2 The City may waive nonmaterial irregularities in a bid and will accept the lowest responsive bid from a responsible bidder as determined by the City.

15.3 The City will determine the low bidder on the basis of the total bid price in words on the bidding sheet as described on the bidding sheet.

15.4 City Staff will identify the apparent lowest responsive and responsible bidder and notify such bidder within (30) working days (unless the number of days is modified in any Addendum issued to bidders) after the Bid Deadline. Within ten (10) calendar days after receiving the City's written notice that bidder was identified as the apparent lowest responsible bidder, bidder will submit to the City all of the following items as required by the City:

15.4.1 Two originals of the contract signed by bidder.

15.4.2 One original of the payment bond.

15.4.3 One original of the performance bond.

15.4.4 Certificates of insurance and additional insured endorsements.

15.4.5 Copy of current city of Goleta business license certificate.

15.4.6 Names of all subcontractors, with their DIR registration number, license numbers, addresses, telephone number, facsimile number and trade on bidders' company stationery. Evidence, as required by the city, of the reliability and responsibility of the proposed subcontractors such as statements of experience, statements of financial condition, and references.

15.5 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. 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 California Department of Industrial Relations.

15.6 If bidder submits the two original signed contracts and all other items within ten (10) working days after receiving the City's notification, and all such items comply with the requirements of the contract documents, the City will submit the bid to the City Council for award of Contract. Following City Council Award of Contract, the City will sign the contract and return a signed copy of the contract to bidder.

16 NOTICE OF INTENT TO AWARD CONTRACT.

Following the opening of bids and determination of the lowest responsible Bidder, the City will issue a notice of intent to award the Contract, identifying the Bidder to whom the City intends to award the Contract. The award of the Contracts shall be made by the City Council.

17 PUBLIC RECORDS.

City seeks to conduct its business openly. Upon identification of the lowest responsive and responsible bidder and upon notifying such bidder, Bids shall be regarded as public, with the exception any elements of each Bid that are identified by the Bidder as business or trade secrets and plainly marked as "trade secret," "confidential," or "proprietary." Each element of a Bid which a Bidder desires not to be considered public must be clearly marked as set forth above; any blanket statement (i.e. regarding entire pages, documents, or other, non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If City receives a request from a third party to make a Bid available for inspection or copying, the City will notify the Bidder of the request. If a Bidder instructs the City that the information is not to be released, City will withhold the information, provided, the Bidder expeditiously seeks a protective order from a court of competent jurisdiction to prevent such release. If disclosure is required by law (despite the Bidder's request for confidentiality), the City shall not in any way be liable or responsible for the disclosure of such records or part thereof.

18 BID PROTEST.

Any registered Bidder may file a protest provided that each and all of the following are complied with:

18.1 The bid protest is in writing;

18.2 Protests based upon alleged defects or improprieties in the Contract Documents are filed with the City prior to the Bid Deadline;

18.3 All other protests are filed and received by the City not more than five (5) calendar days following the date of City's Notice of Intent to Award the Contract; and

18.4 The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest. All factual contentions must be supported by competent, admissible and credible evidence.

18.5 Any matters not set forth in the written bid protest shall be deemed waived. Any bid protest not conforming to the foregoing shall be rejected by the City as invalid.

19 COMPLIANCE WITH CARB REGULATIONS

The City is a Public Works Awarding Body, as defined under Title 13 California Code of Regulations Section 2449(c)(46). Accordingly, Bidders must submit, with their Bids, a valid Certificate of Reported Compliance ("CRC") for the Bidder's and its listed subcontractors fleet (including any applicable leased equipment or vehicles). Bidder must complete and submit the Fleet Compliance Certification, on the form included in the bid package. Failure to provide a valid CRC for the Bidder's fleet, and for the fleets of all listed subcontractors, or failure to complete the Fleet Compliance Certification, may render the Bid non-responsive.

SECTION III

PROPOSAL

SECTION III PROPOSAL

BID PROPOSAL
FOR
SAN JOSE CREEK MULTIPURPOSE PATH

TO THE CITY OF GOLETA ("City"):

In accordance with City's Notice Inviting Sealed Bids, the undersigned Bidder herby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the **SAN JOSE CREEK MULTIPURPOSE PATH** as set forth in the Plans, Specifications, and Contract Documents, and to perform all work in the manner and time prescribed therein.

Bidder declares that this Bid is based upon careful examination of the Work site, Plans, Specifications, Bidding Instructions, and all other Contract Documents. If this Bid is accepted for award, Bidder agrees to enter into a contract with City at the unit and/or lump sum prices set forth in the following Bid Schedule. Bidder understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to City of the Bid Security accompanying this Bid.

Bidder understands that a Bid is required for the entire Work, that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing Bids, and that final compensation under the Contract will be based upon the actual quantities of Work satisfactorily completed. THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT per Section 9-1.06B INCREASES OF MORE THAN 25 PERCENT and Section 9-1.06C DECREASES OF MORE THAN 25 PERCENT. It is agreed that the unit and/or lump sum prices bid include all overhead, profit, appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amount, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the Bidder's default in executing the Contract and filing the necessary bonds and insurance certificates WITHIN TEN (10) WORKING DAYS after the City has mailed notice of the award of contract to the Bidder, the proceeds of the Bid Security accompanying this Bid shall become the property of the City and this Bid and the acceptance hereof may, at the City's option, be considered null and void.

SECTION III BID PROPOSAL
FOR

SAN JOSE CREEK MULTIPURPOSE PATH

The Project insurance requirements are per the State Standard Specifications, as modified by the City of Goleta Construction Specifications contained herein.

Full Legal Name of Bidder: _____

Type of Entity: _____
(corporation, partnership, etc.)

State of Incorporation / Organization: _____

Mailing Address: _____

City, State, Zip: _____

Physical Address: _____
(must be included even if PO box is used for mailing)

City, State, Zip: _____

Telephone Number: Area Code (____) _____

Email Address: _____

California Contractor License No. _____

Contractor (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Department of Industrial Relations and certified to bid on Public Works contracts. Register at: https://www.dir.ca.gov/public-works/contractor-registration.html.

Contractor Department of Industrial Relations Registration No. _____

California Contract License Classification(s) _____

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (23 CRF 635.110).

The work for which this bid is submitted is for construction in conformance with the Special Provisions (including the payment of not less than the State general prevailing wage rates), the Project Plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans, dated ~~2018~~2023, the California Department of

Transportation Standard Specifications, dated ~~2018~~2023, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The work to be done and referred to herein is in the City of Goleta, Santa Barbara County, State of California, and is to be constructed in accordance with the Contract Documents and the Prevailing Wage Rates of the Department of Industrial Relations.

The work to be done is described in the Contract Documents entitled **SAN JOSE CREEK MULTIPURPOSE PATH** City of Goleta, California.

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that he or she has carefully examined the location of the proposed work and the Contract Documents; and proposes, and agrees if this Proposal is accepted, that he or she will Contract with the City of Goleta, in the form of a copy of the Agreement contained in the Bid Document, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Director, as therein set forth, and that he or she will take in full payment therefore prices indicated in the Schedule of Bid Items, including all work modified by addendum numbers _____. (IF NONE, STATE NONE).

In accordance with the provisions of California Labor Code Section 6707, whenever the State, a County, City and County, or City issues a call for bids for the construction of a pipeline, drainage, water, sewer, sewage disposal system, boring or jacking pits, or similar trenches or open excavations, which are five (5) feet or deeper, such call shall specify that each bid submitted in response thereto shall contain, as a bid item, adequate sheeting, shoring, and bracing or equivalent method, for the protection of life or limb, which shall conform to applicable safety orders.

As required under the provisions of California Public Contract Code Section 4104 et seq., any person making a bid or offer to perform the work, shall in his or her bid or offer, set forth: (a)(1) The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the primary Contractor specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the prime Contractor' s total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the prime contractor’s total bid or ten thousand dollars ($10,000) whichever is greater; (2)(A) Subject to subparagraph (B), any information requested by the officer,

department, board, or commission concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor's name and location of business, may be submitted by the prime contractor up to 24 hours after the deadline established by the officer, department, board, or commission for receipt of bids by prime contractors; (B) A state or local agency may implement subparagraph (A) at its option; (b) The portion of the work that will be done by each such subcontractor under this Act. The prime Contractor shall list only one (1) subcontractor for each such portion as defined by the prime Contractor in his or her Bid.

SAN JOSE CREEK MULTIPURPOSE PATH

BIDDING 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 or lump sum prices for the various items shown herein.

The City 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. The City's decision on the bid amount is final.

Bidders must bid on all items in the Bid Schedule including the Supplemental and/or Alternative Bid Items in order for their bids to be complete. The award of contract will be based on the criteria outlined in Section 14 of the Bidding Instructions.

In the case of unit basis items, the amount set forth under the "Item Total" column (total base bid in words) shall be the product of the unit price bid and the estimated quantity for the item.

Bids on lump sum items are item totals. If a unit price of a lump sum item is entered and it differs from the item total, the item total prevails.

Entries are to be expressed in dollars or decimal fractions of a dollar. Symbols such as commas and dollar signs are ignored and have no significance in establishing unit price or item total.

Unit prices and item totals are interpreted by the number of digits and decimal placement. Do not round item totals or the total bid.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price prevails, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount of the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the City's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

SAN JOSE CREEK MULTIPURPOSE PATH PROJECT

CITY PROJECT NUMBER: 9006

FEDERAL AID NUMBER: BRLS-5481(022)

CONTRACTOR: _____

SCHEDULE OF BID ITEMS

SEGMENT 1: NORTHERN SEGMENT

ITEM	FINAL PAY	ITEM CODE	DESCRIPTION	UNIT	EST. QUANT.	UNIT PRICE	AMOUNT
1		999990	MOBILIZATION (NORTHERN SEGMENT) 5% MAX	LS	1		
2		066893A	UTILITY POTHOLING	LS	1		
3		066893B	UNMARKED UTILITY CROSSINGS	EA	20		
4		011269	PERVIOUS CONCRETE PAVEMENT	CY	260		
5		046733	STEEL PEDESTRIAN RAILING	LF	402		
6		070000A	CONSTRUCTION STAKING	LS	1		
7		080060	LEVEL 2 CRITICAL PATH METHOD SCHEDULE (NORTHERN, SOUTHERN, & UPRR SEGMENTS)	LS	1		
8		100100	DEVELOP WATER SUPPLY	LS	1		
9		100101A	RESIDENT ENGINEERS OFFICE	LS	1		
10		120090	CONSTRUCTION AREA SIGNS	LS	1		
11		120100	DEVELOP AND MAINTAIN TRAFFIC CONTROL SYSTEM	LS	1		
12		120110	FLASHING ARROW SIGN	EA	3		
13		120116	TYPE II BARRICADE	EA	4		
14		120120	TYPE III BARRICADE	EA	5		
15		120165	CHANNELIZER (SURFACE MOUNTED)	EA	110		
16		120320	TEMPORARY BARRIER SYSTEM	LF	900		
17		128651	PORTABLE CHANGEABLE MESSAGE SIGN (EA)	EA	4		
18		129105	TEMPORARY CRASH CUSHION TL-2	EA	1		
19		129108	TEMPORARY CRASH CUSHION TL-3	EA	1		
20		130100	JOB SITE MANAGEMENT	LS	1		
21		130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1		
22		130310	RAIN EVENT ACTION PLAN	EA	15		
23		130321	STORM WATER SAMPLING AND ANALYSIS DAY	EA	15		
24		130330	STORM WATER ANNUAL REPORT	EA	2		
25		130505	MOVE IN/MOVE OUT (TEMPORARY EROSION CONTROL)	EA	2		

ITEM	FINAL PAY	ITEM CODE	DESCRIPTION	UNIT	EST. QUANT.	UNIT PRICE	AMOUNT
26		130530	TEMPORARY HYDRAULIC MULCH (BONDED FIBER MATRIX)	SY	4,000		
27		130620	TEMPORARY DRAINAGE INLET PROTECTION	EA	2		
28		130640	TEMPORARY FIBER ROLL	LF	3,700		
29		130650	TEMPORARY GRAVEL BAG BERM	LF	1,460		
30		130710	TEMPORARY CONSTRUCTION ENTRANCE	EA	2		
31		130730	STREET SWEEPING	LS	1		
32		130900	TEMPORARY CONCRETE WASHOUT	LS	1		
33		141120	TREATED WOOD WASTE	LB	300		
34		146009	RESTORATION CONTRACTOR MITIGATION WORK	LS	1		
35		160110	TEMPORARY HIGH-VISIBILITY FENCE	LF	2,900		
36		170103	CLEARING AND GRUBBING (LS)	LS	1		
37		190101	ROADWAY EXCAVATION	CY	1,890		
38		190139	ROADWAY EXCAVATION (UNSUITABLE MATERIAL)	CY	500		
39		192037	STRUCTURE EXCAVATION (RETAINING WALL)	CY	2,141		
40		193013	STRUCTURE BACKFILL (RETAINING WALL)	CY	945		
41		198250	GEOSYNTHETIC REINFORCEMENT	SY	258		
42		204099	PLANT ESTABLISHMENT WORK	LS	1		
43		204031	REMOVE TREE	EA	63		
44		206XXX	REPAIR/RELOCATE IRRIGATION SYSTEM	LS	1		
45		208690	PVC PIPE CONDUIT (SLEEVE)	LF	75		
46		210010	MOVE IN/MOVE OUT (EROSION CONTROL)	EA	2		
47		210212	DRY SEED (SQFT)	SF	13,600		
48		210270	ROLLED EROSION CONTROL PRODUCT (NETTING)	SF	13,600		
49		210350	FIBER ROLLS	LF	2,600		
50		260203	CLASS 2 AGGREGATE BASE (CY)	CY	315		
51		260304A	3/4" CRUSHED ROCK	CY	305		
52		378000	MICROSURFACING (TYPE II)	TON	17		
53		390132	HOT MIX ASPHALT (TYPE A)	TON	170		
54		398001	REMOVE ASPHALT CONCRETE PAVEMENT (SQFT)	SY	60		
55		475000	RETAINING WALL STEM (TYPE 6)	SF	364		
56		490553	FURNISH STEEL SHEET PILING	SF	525		

ITEM	FINAL PAY	ITEM CODE	DESCRIPTION	UNIT	EST. QUANT.	UNIT PRICE	AMOUNT
57		490554	DRIVE STEEL SHEET PILING	SF	525		
58		510060	STRUCTURAL CONCRETE, RETAINING WALL	CY	480		
59		510092	STRUCTURAL CONCRETE, HEADWALL	CY	15		
60		511010	CONCRETE SURFACE TEXTURE (FRACTURED FIN)	SF	2,983		
61		520103	BAR REINFORCING STEEL (RETAINING WALL)	LB	59,814		
62		600025	REMOVE RETAINING WALL (PORTION) (LF)	LF	510		
63		650014	18" REINFORCED CONCRETE PIPE	LF	195		
64		650018	24" REINFORCED CONCRETE PIPE	LF	66		
65		700617	DRAINAGE INLET MARKER	EA	14		
66		707XXA	OPEN CURB DROP INLET	EA	1		
67		707XXB	CONCRETE COLLAR	EA	1		
68		707117	36" CONCRETE PIPE INLET (TYPE OCPI) DI	LF	43		
69		707225	48" PRECAST CONCRETE PIPE STORM DRAIN MANHOLE	LF	13		
70		710136	REMOVE PIPE (LF)	LF	40		
71		710150	REMOVE INLET	EA	1		
72		710152	REMOVE HEADWALL	EA	1		
73		723030	ROCK SLOPE PROTECTION (1/2 T, CLASS VII, METHOD A) (CY)	CY	225		
74		723080	ROCK SLOPE PROTECTION (60LB, CLASS II, METHOD B)(CY)	CY	45		
75		723096A	ROCK SLOPE PROTECTION (GRAVEL FILTER)	CY	38		
76		723180	CONCRETED-ROCK SLOPE PROTECTION (60 LB, CLASS II, METHOD B) (CY)	CY	11		
77		729011	ROCK SLOPE PROTECTION FABRIC (CLASS 8)	SY	180		
78		730010	MINOR CONCRETE (CURB) (LF)	LF	2,210		
79		730070	DETECTABLE WARNING SURFACE	SF	32		
80		731XXX	MINOR CONCRETE (BUS POCKET SLAB)	CY	2		
81		731504	MINOR CONCRETE (CURB AND GUTTER)	CY	9		
82		731516	MINOR CONCRETE (DRIVEWAY)	CY	3		
83		731521	MINOR CONCRETE (SIDEWALK)	CY	27		
84		731623	MINOR CONCRETE (CURB RAMP)	CY	4		
85		731710	REMOVE CONCRETE (CURB) (LF)	LF	340		
86		731XXX	REMOVE CONCRETE (BUS POCKET SLAB)	SF	105		
87		731780	REMOVE CONCRETE SIDEWALK (SQYD)	SY	94		

ITEM	FINAL PAY	ITEM CODE	DESCRIPTION	UNIT	EST. QUANT.	UNIT PRICE	AMOUNT
88		731840	REMOVE CONCRETE (CURB AND GUTTER)	LF	86		
89		7802XX	RESET AND/OR SET SURVEY MONUMENTS	LS	1		
90		780460	ANTI-GRAFFITTI COATING	SF	3,638		
91		782111	RESET BENCH	EA	1		
92		782112	RESET TRASH RECEPTACLE	EA	1		
93		800053	DEAD END BARRICADE	LF	26		
94		800103	TEMPORARY FENCE (TYPE CL-6)	LF	55		
95		800360	CHAIN LINK FENCE (TYPE CL-6)	LF	1,830		
96		801360	12' METAL GATE	EA	2		
97		802520	6' CHAIN LINK GATE (TYPE CL-6)	EA	2		
98		803050	REMOVE CHAIN LINK FENCE	LF	650		
99		803150	RECONSTRUCT CHAIN LINK GATE	EA	1		
100		803131	RECONSTRUCT DEAD END BARRICADE	LF	24		
101		80313X	REMOVE DEAD END BARRICADE	LF	12		
102		803221	WOOD RAIL FENCE	LF	360		
103		810120	REMOVE PAVEMENT MARKER	EA	22		
104		810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	22		
105		820250	REMOVE ROADSIDE SIGN	EA	4		
106		820610	RELOCATE ROADSIDE SIGN	EA	4		
107		820750	FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-UNFRAMED)	SF	74		
108		820840	ROADSIDE SIGN - ONE POST	EA	14		
109		820860	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	5		
110		832070	VEGETATION CONTROL (MINOR CONCRETE)	SY	20		
111		839521	CABLE RAILING	LF	184		
112		839586	ALTERNATIVE CRASH CUSHION	EA	1		
113		839640	CONCRETE BARRIER (TYPE 60M)	LF	200		
114		839750	REMOVE BARRIER	LF	6		
115		839752	REMOVE GUARDRAIL	LF	62		
116		840515	THERMOPLASTIC PAVEMENT MARKING	SF	770		
117		84058X	4" TWO-COMPONENT PAINT TRAFFIC STRIPE	LF	1,710		
118		840583	6" TWO-COMPONENT PAINT TRAFFIC STRIPE	LF	1,470		

ITEM	FINAL PAY	ITEM CODE	DESCRIPTION	UNIT	EST. QUANT.	UNIT PRICE	AMOUNT
119		840584	8" TWO-COMPONENT PAINT TRAFFIC STRIPE	LF	70		
120		840666	PAINT PAVEMENT MARKING (2-COAT)	SF	240		
121		846020	REMOVE PAINTED TRAFFIC STRIPE	LF	1,640		
122		846025	REMOVE PAINTED PAVEMENT MARKING	SF	220		
123		846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	90		
124		X	MODIFYING LIGHTING SYSTEM	LS	1		
125		X	MODIFYING SIGNAL AND LIGHTING SYSTEM	LS	1		
TOTAL (ITEMS #1 TO #125)							

SEGMENT 2: SOUTHERN SEGMENT

ITEM	FINAL PAY	ITEM CODE	DESCRIPTION	UNIT	EST. QUANT.	UNIT PRICE	AMOUNT
126		999990	MOBILIZATION (SOUTHERN SEGMENT) 5% MAX	LS	1		
127		066893A	UTILITY POTHOLING	LS	1		
128		066893B	UNMARKED UTILITY CROSSINGS	EA	15		
129		044100	REMOVE TEMPORARY CULVERT CLOSURE	EA	2		
130		044200	REMOVE SHEET PILING	SF	952		
131		070000A	CONSTRUCTION STAKING	LS	1		
132		070030	LEAD COMPLIANCE PLAN	LS	1		
133		100100	DEVELOP WATER SUPPLY	LS	1		
134		120090	CONSTRUCTION AREA SIGNS	LS	1		
135		120100	DEVELOP AND MAINTAIN TRAFFIC CONTROL SYSTEM	LS	1		
136		120101	TRAFFIC CONTROL SUPERVISORS	DAY	105		
137		120159	TEMPORARY TRAFFIC STRIPE (PAINT)	LF	18,240		
138		120166	CHANNELIZER (SURFACE MOUNTED)	EA	15		
139		120204	PORTABLE RADAR SPEED FEEDBACK SIGN SYSTEM DAY	EA	220		
140		120300	TEMPORARY PAVEMENT MARKER	EA	390		
141		120320	TEMPORARY BARRIER SYSTEM	LF	5,300		
142		128652	PORTABLE CHANGEABLE MESSAGE SIGN (EA)	EA	1		
143		128658	END OF QUEUE MONITORING AND WARNING WITH TRUCK MOUNTED CHANGEABLE MESSAGE SIGN DAY	EA	220		

ITEM	FINAL PAY	ITEM CODE	DESCRIPTION	UNIT	EST. QUANT.	UNIT PRICE	AMOUNT
144		129152	TEMPORARY RADAR SPEED FEEDBACK SIGN SYSTEM	EA	1		
145		129110	TEMPORARY CRASH CUSHION	EA	3		
146		130100	JOB SITE MANAGEMENT	LS	1		
147		130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1		
148		130330	STORM WATER ANNUAL REPORT	EA	2		
149		130505	MOVE IN/MOVE OUT (TEMPORARY EROSION CONTROL)	EA	5		
150		130530	TEMPORARY HYDRAULIC MULCH (BONDED FIBER FABRIC)	SY	4,220		
151		130610	TEMPORARY CHECK DAM	LF	970		
152		130620	TEMPORARY DRAINAGE INLET PROTECTION	EA	35		
153		130640	TEMPORARY FIBER ROLL	LF	3,930		
154		130650	TEMPORARY GRAVEL BAG BERM	LF	560		
155		130660	TEMPORARY LARGE SEDIMENT BARRIER	LF	100		
156		130710	TEMPORARY CONSTRUCTION ENTRANCE	EA	4		
157		130730	STREET SWEEPING	LS	1		
158		130900	TEMPORARY CONCRETE WASHOUT	LS	1		
159		141103	REMOVE YELLOW THERMOPLASTIC TRAFFIC STRIPE (HAZARDOUS WASTE)	LF	5,870		
160		146009	RESTORATION CONTRACTOR MITIGATION WORK	LS	1		
161		160110	TEMPORARY HIGH-VISIBILITY FENCE	LF	520		
162		170103	CLEARING AND GRUBBING	LS	1		
163		190101	ROADWAY EXCAVATION	CY	4,690		
164		190105	ROADWAY EXCAVATION (TYPE Z-2)(AERIALLY DEPOSITED LEAD)	CY	1,380		
165		190139	ROADWAY EXCAVATION (UNSUITABLE MATERIAL)	CY	500		
166		192003	STRUCTURE EXCAVATION (BRIDGE)	CY	57		
167		192020	STRUCTURE EXCAVATION (TYPE D)	CY	2,574		
168		192037	STRUCTURE EXCAVATION (RETAINING WALL)	CY	162		
169		193003	STRUCTURE BACKFILL (BRIDGE)	CY	44		
170		193013	STRUCTURE BACKFILL (RETAINING WALL)	CY	1,545		
171		193118	CONCRETE BACKFILL	CY	9		
172		204099	PLANT ESTABLISHMENT WORK	LS	1		
173		210010	MOVE IN/MOVE OUT (EROSION CONTROL)	EA	2		
174		210351	FIBER ROLLS	LF	2,100		

ITEM	FINAL PAY	ITEM CODE	DESCRIPTION	UNIT	EST. QUANT.	UNIT PRICE	AMOUNT
175		210430	HYDROSEED	SF	37,860		
176		260203	CLASS 2 AGGREGATE BASE	CY	2,920		
177		378000	MICROSURFACING (TYPE II)	TON	20		
178		390132	HOT MIX ASPHALT (TYPE A)	TON	2,250		
179		390137	RUBBERIZED HOT MIX ASPHALT (GAP GRATED)	TON	720		
180		394077	PLACE HOT MIX ASPHALT DIKE (TYPE F)	LF	50		
181		398001A	REMOVE ASPHALT CONCRETE PAVEMENT	SY	170		
182		398100	REMOVE ASPHALT CONCRETE DIKE	LF	1,300		
183		038200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SY	2,560		
~~183~~ 184		490603	24" CAST-IN-DRILLED HOLE CONCRETE PILING	LF	4,878		
~~184~~ 185		490604	30" CAST-IN-DRILLED HOLE CONCRETE PILING	LF	284		
~~185~~ 186		490605	36" CAST-IN-DRILLED HOLE CONCRETE PILING	LF	250		
~~186~~ 187		510053	STRUCTURAL CONCRETE, BRIDGE	CY	120		
~~187~~ 188		510054	STRUCTURAL CONCRETE, BRIDGE(POLYMER FIBER)	CY	172		
~~188~~ 189		510060	STRUCTURAL CONCRETE, RETAINING WALL	CY	1,335		
~~189~~ 190		510094	STRUCTURAL CONCRETE, DRAINAGE INLET	CY	90		
~~190~~ 191		511010	CONCRETE SURFACE TEXTURE (ESTRELLA WAVE)	SF	5,431		
~~191~~ 192		512206	FURNISH PRECAST PRESTRESSED CONCRETE GIRDER (70'-80')	EA	2		
~~192~~ 193		512500	ERECT PRECAST PRESTRESED CONCRETE GIRDER	EA	2		
~~193~~ 194		591091	JOINT SEAL (MR 1 1/2")	LF	32		
~~194~~ 195		519102	JOINT SEAL (TYPE AL)	LF	122		
~~195~~ 196		520102	BAR REINFORCING STEEL (BRIDGE)	LB	245,838		
~~196~~ 197		520103	BAR REINFORCING STEEL (RETAINING WALL)	LB	134,015		
~~197~~ 198		520115	BAR REINFORCING STEEL (GALVANIZED)	LB	123		
~~198~~ 199		520120	HEADED BAR REINFORCING	EA	48		
~~199~~ 200		650014	18" REINFORCED CONCRETE PIPE	LF	200		
~~200~~ 201		650019	24" REINFORCED CONCRETE PIPE	LF	1,850		
~~201~~ 202		680600	SIDEWALK UNDERDRAIN	EA	1		
~~202~~ 203		700617	DRAINAGE INLET MARKER	EA	35		
~~203~~ 204		705204	18" CONCRETE FLARED END SECTION	EA	5		
~~204~~ 205		707225	48" PRECAST CONCRETE PIPE MANHOLE	LF	15		

ITEM	FINAL PAY	ITEM CODE	DESCRIPTION	UNIT	EST. QUANT.	UNIT PRICE	AMOUNT
~~205~~ 206		710126	REMOVE OVERSIDE DRAIN	EA	1		
~~206~~ 207		710138	REMOVE DOWNDRAIN AND T-DISSIPATOR	EA	1		
~~207~~ 208		710150	REMOVE INLET	EA	7		
~~208~~ 209		730010	MINOR CONCRETE (CURB)	LF	400		
~~209~~ 210		730070	DETECTABLE WARNING SURFACE	SF	15		
~~210~~ 211		731504	MINOR CONCRETE (CURB AND GUTTER)	CY	22		
~~211~~ 212		731521	MINOR CONCRETE (SIDEWALK)	CY	20		
~~212~~ 213		731623	MINOR CONCRETE (CURB RAMP)	CY	4		
~~213~~ 214		045100	MINOR CONCRETE (SLAB)	CY	45		
~~214~~ 215		731700	REMOVE CURB	LF	300		
~~215~~ 216		731840	REMOVE CONCRETE (CURB AND GUTTER)	LF	560		
~~216~~ 217		750001	MISCELLANEOUS IRON AND STEEL	LB	10,800		
~~217~~ 218		750055	REMOVABLE BOLLARD	EA	1		
~~218~~ 219		750501	MISCELLANEOUS METAL (BRIDGE)	LB	805		
~~219~~ 220		750505	BRIDGE DECK DRAINAGE SYSTEM	LB	455		
~~220~~ 221		7802XX	RESET AND/OR SET SURVEY MONUMENTS	LS	1		
~~221~~ 222		780440	PREPARE AND STAIN CONCRETE	SF	8,967		
~~222~~ 223		780460	ANTI-GRAFFITTI COATING	SF	15,809		
~~223~~ 224		800320	CHAIN LINK FENCE (TYPE CL-4)(VINYL-CLAD)(BLACK)	LF	1,800		
~~224~~ 225		800360	CHAIN LINK FENCE (TYPE CL-6)	LF	790		
~~225~~ 226		800052	FENCE (TYPE WS)	LF	2,050		
~~226~~ 227		800053	WOOD RAIL FENCE	LF	390		
~~227~~ 228		802950	STANDARD PIPE GATE	EA	2		
~~228~~ 229		803021	REMOVE FENCE	LF	4,590		
~~229~~ 230		810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	460		
~~230~~ 231		820250	REMOVE ROADSIDE SIGN	EA	7		
~~231~~ 232		820510	RESET ROADSIDE SIGN	EA	2		
~~232~~ 233		820610	RELOCATE ROADSIDE SIGN	EA	2		
~~233~~ 234		820720	FURNISH LAMINATED PANEL SIGN (1"-TYPE B)	SF	220		
~~234~~ 235		820750	FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-UNFRAMED)	SF	60		
~~235~~ 236		820760	FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-UNFRAMED)	SF	80		

ITEM	FINAL PAY	ITEM CODE	DESCRIPTION	UNIT	EST. QUANT.	UNIT PRICE	AMOUNT
~~236~~ 237		820840	ROADSIDE SIGN - ONE POST	EA	13		
~~237~~ 238		820850	ROADSIDE SIGN - TWO POST	EA	2		
~~238~~ 239		820850	BARRIER MOUNTED SIGN (TYPE 85A (MOD))	EA	3		
~~239~~ 240		820920	INSTALL ROADSIDE SIGN (LAMINATED WOOD BOX POST)	EA	2		
~~240~~ 241		832005	MIDWEST GUARDRAIL SYSTEM	LF	110		
~~241~~ 242		832075	VEGETATION CONTROL (CRUSHED SHALE)	SY	30		
~~242~~ 243		833032	CHAIN LINK RAILING (TYPE 7)(VINYL-CLAD)(BLACK)	LF	750		
~~243~~ 244		048125	CONCRETE BARRIER (TYPE 85A) MOD	LF	1,063		
~~244~~ 245		046792	TUBULAR BICYCLE RAILING (MOD)	LF	1,053		
~~245~~ 246		810120	REMOVE PAVEMENT MARKER	LF	730		
~~246~~ 247		839544	TRANSITION RAILING (TYPE AGT)	EA	2		
~~247~~ 248		839584	ALTERNATIVE IN-LINE TERMINAL SYSTEM	EA	1		
~~248~~ 249		839640	CONCRETE BARRIER (TYPE 60M)	LF	3,490		
~~249~~ 250		839642	CONCRETE BARRIER (TYPE 60MC)	LF	60		
~~250~~ 251		839643	CONCRETE BARRIER (TYPE 60MD)	LF	120		
~~251~~ 252		839752	REMOVE GUARDRAIL	LF	2,670		
~~252~~ 253		840502	THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	LF	12,740		
~~253~~ 254		840516	THERMOPLASTIC PAVEMENT MARKING (ENHANCED WET NIGHT VISIBILITY)	SF	500		
~~254~~ 255		84058X	4" TWO-COMPONENT PAINT TRAFFIC STRIPE	LF	5,150		
~~255~~ 256		846020	REMOVE PAINTED TRAFFIC STRIPE	LF	18,240		
~~256~~ 257		846030	REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	11,670		
~~257~~ 258		846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	SF	120		
~~258~~ 259		847210	6" TRAFFIC STRIPE TAPE (WARRANTY)	LF	3,210		
~~259~~ 260		847216	8" TRAFFIC STRIPE TAPE (WARRANTY)	LF	2,030		
~~260~~ 261		847218	6" TRAFFIC STRIPE TAPE WITH CONTRAST (WARRANTY)	LF	275		
~~261~~ 262		847224	8" TRAFFIC STRIPE TAPE WITH CONTRAST (WARRANTY)	LF	405		
~~262~~ 263		870305	RECTANGULAR RAPID FLASHING BEACON SYSTEM	LS	1		
~~263~~ 264		870200	LIGHTING SYSTEM	LS	1		
~~264~~ 265		872131	MODIFY LIGHTING SYSTEM	LS	1		

TOTAL (ITEMS #126 TO #~~264~~ 265)

ITEM	FINAL PAY	ITEM CODE	DESCRIPTION	UNIT	EST. QUANT.	UNIT PRICE	AMOUNT
			BID ALTERNATE "A" SEGMENT 3: UPRR SEGMENT				
~~265~~ 266		999990	MOBILIZATION (UPRR SEGMENT) 10% MAX	LS	1		
~~266~~ 267		011269	PERVIOUS CONCRETE PAVEMENT	CY	35		
~~267~~ 268		046733	STEEL PEDESTRIAN RAILING	LF	96		
~~268~~ 269		051000	RAILROAD FLAGGING	WDAY	60		
~~269~~ 270		05100X	RAILROAD RELATIONS	LS	1		
~~270~~ 271		130100	JOB SITE MANAGEMENT	LS	1		
~~271~~ 272		130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1		
~~272~~ 273		130530	TEMPORARY HYDRAULIC MULCH (BONDED FIBER MATRIX)	SY	510		
~~273~~ 274		130640	TEMPORARY FIBER ROLL	LF	510		
~~274~~ 275		130650	TEMPORARY GRAVEL BAG BERM	LF	210		
~~275~~ 276		130900	TEMPORARY CONCRETE WASHOUT	LS	1		
~~276~~ 277		160110	TEMPORARY HIGH-VISIBILITY FENCE	LF	250		
~~277~~ 278		170103	CLEARING AND GRUBBING (LS)	LS	1		
~~278~~ 279		190101	ROADWAY EXCAVATION	CY	760		
~~279~~ 280		192037	STRUCTURE EXCAVATION (RETAINING WALL)	CY	349		
~~280~~ 281		193013	STRUCTURE BACKFILL (RETAINING WALL)	CY	202		
~~281~~ 282		198250	GEOSYNTHETIC REINFORCEMENT	SY	183		
~~282~~ 283		204031	REMOVE TREE	EA	1		
~~283~~ 284		210212	DRY SEED (SQFT)	SF	2,800		
~~284~~ 285		210270	ROLLED EROSION CONTROL PRODUCT (NETTING)	SF	2,800		
~~285~~ 286		210350	FIBER ROLLS	LF	450		
~~286~~ 287		260203	CLASS 2 AGGREGATE BASE (CY)	CY	110		
~~287~~ 288		260304A	3/4" CRUSHED ROCK	CY	41		
~~288~~ 289		49XXXX	REMOVE SHEET PILING	SF	525		
~~289~~ 290		510060	STRUCTURAL CONCRETE, RETAINING WALL	CY	78		
~~290~~ 291		520103	BAR REINFORCING STEEL (RETAINING WALL)	LB	8,290		
~~291~~ 292		650014	18" REINFORCED CONCRETE PIPE	LF	15		
~~292~~ 293		700617	DRAINAGE INLET MARKER	EA	1		
~~293~~ 294		707117	36" CONCRETE PIPE INLET (TYPE OCPI) DI	LF	4		
~~294~~ 295		723030	ROCK SLOPE PROTECTION (1/2 T, CLASS VII, METHOD A) (CY)	CY	130		

ITEM	FINAL PAY	ITEM CODE	DESCRIPTION	UNIT	EST. QUANT.	UNIT PRICE	AMOUNT
~~295~~ 296		723096A	ROCK SLOPE PROTECTION (GRAVEL FILTER)	CY	22		
~~296~~ 297		730010	MINOR CONCRETE (CURB) (LF)	LF	305		
~~297~~ 298		7802XX	RESET AND/OR SET SURVEY MONUMENTS	LS	1		
~~298~~ 299		780460	ANTI-GRAFFITI COATING	SF	7		
~~299~~ 300		800054	REMOVE DEAD END BARRICADE	LF	26		
~~300~~ 301		8003XX	UPRR BRIDGE FENCE	LF	122		
~~301~~ 302		800360	CHAIN LINK FENCE (TYPE CL-6)	LF	65		
~~302~~ 303		803221	WOOD RAIL FENCE	LF	85		
~~303~~ 304		820250	REMOVE ROADSIDE SIGN	EA	2		
~~304~~ 305		820750	FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-UNFRAMED)	SF	7		
~~305~~ 306		820840	ROADSIDE SIGN - ONE POST	EA	3		
~~306~~ 307		84058X	4" TWO-COMPONENT PAINT TRAFFIC STRIPE	LF	230		

TOTAL (ITEMS #265 TO #~~306~~ 307)	

TOTAL BASE BID (BID ITEMS #1 TO #~~264~~ 265)	
TOTAL BID ALTERNATE A (BID ITEMS #~~265~~ 266 TO #~~306~~ 307)	
TOTAL OF BASE BID PLUS BID ALTERNATE A	

NOTES:

1) The City of Goleta shall determine the lowest responsible, responsive bidder based on the lowest total of the Base Bid plus the Bid Alternates.

2) The City of Goleta, if it chooses to award, shall award the contract to the lowest responsible, responsive bidder based on the lowest total of the Base Bid plus the Bid Alternates. Depending on budget constraints, the actual project may, at the City's discretion, include items from only the Base Bid plus one or any/all alternatives.

3) The Contractor must submit pricing for all Base Bid items and Bid Alternates. No response or a response of zero on any bid items will be deemed a non-responsive bid.

EXHIBIT 12-B - BIDDERS LIST

In accordance with 49 CFR 26.11 the bidder shall list itself and all subcontractors (both DBE and non-DBE) who provided a quote or bid on the project regardless of whether the firm was selected by the bidder to participate.

Local Agency:	City of Goleta	Federal Project Number:	ATPSB1-5481(022)	Bid Opening Date:	

Prime Contractor Information	***Applicable NAICS and/or Work Category Code(s)***	***Majority Owner Race Information***	***Majority Owner Gender***	***Annual Gross Receipts***	***Certified DBE?***
Firm Name		☐ *Black America*	☐ *Man*	☐ *< $1 million*	☐ *YES; DBE ID#:*
		☐ *Hispanic American*	☐ *Woman*	☐ *$1- $3 million*	
Address		☐ *Native American*	☐ *Information not available*	☐ *$3 - $6 million*	
		☐ *Asian-Pacific American*		☐ *$6 - $10 million*	☐ *NO*
City State ZIP		☐ *Subcontinent Asian American*		☐ *> $10 million*	
		☐ *Non-Minority*		☐ *Information not available*	
Date Firm Established:		☐ *Information not available*			

Subcontractor Information	***Applicable NAICS and/or Work Category Code(s)***	***Majority Owner Race Information***	***Majority Owner Gender***	***Annual Gross Receipts***	***Certified DBE?***
Firm Name		☐ *Black America*	☐ *Man*	☐ *< $1 million*	☐ *YES; DBE ID#:*
		☐ *Hispanic American*	☐ *Woman*	☐ *$1- $3 million*	
Address		☐ *Native American*	☐ *Information not available*	☐ *$3 - $6 million*	
		☐ *Asian-Pacific American*		☐ *$6 - $10 million*	☐ *NO*
City State ZIP		☐ *Subcontinent Asian American*		☐ *> $10 million*	
		☐ *Non-Minority*		☐ *Information not available*	
Date Firm Established:		☐ *Information not available*			

Subcontractor Information	***Applicable NAICS and/or Work Category Code(s)***	***Majority Owner Race Information***	***Majority Owner Gender***	***Annual Gross Receipts***	***Certified DBE?***
Firm Name		☐ *Black America*	☐ *Man*	☐ *< $1 million*	☐ *YES; DBE ID#:*
		☐ *Hispanic American*	☐ *Woman*	☐ *$1- $3 million*	
Address		☐ *Native American*	☐ *Information not available*	☐ *$3 - $6 million*	
		☐ *Asian-Pacific American*		☐ *$6 - $10 million*	☐ *NO*
City State ZIP		☐ *Subcontinent Asian American*		☐ *> $10 million*	
		☐ *Non-Minority*		☐ *Information not available*	
Date Firm Established:		☐ *Information not available*			

Subcontractor Information	***Applicable NAICS and/or Work Category Code(s)***	***Majority Owner Race Information***	***Majority Owner Gender***	***Annual Gross Receipts***	***Certified DBE?***
Firm Name		☐ *Black America*	☐ *Man*	☐ *< $1 million*	☐ *YES; DBE ID#:*
		☐ *Hispanic American*	☐ *Woman*	☐ *$1- $3 million*	
Address		☐ *Native American*	☐ *Information not available*	☐ *$3 - $6 million*	
		☐ *Asian-Pacific American*		☐ *$6 - $10 million*	☐ *NO*
City State ZIP		☐ *Subcontinent Asian American*		☐ *> $10 million*	
		☐ *Non-Minority*		☐ *Information not available*	
Date Firm Established:		☐ *Information not available*			

Subcontractor Information	***Applicable NAICS and/or Work Category Code(s)***	***Majority Owner Race Information***	***Majority Owner Gender***	***Annual Gross Receipts***	***Certified DBE?***
Firm Name		☐ *Black America*	☐ *Man*	☐ *< $1 million*	☐ *YES; DBE ID#:*
		☐ *Hispanic American*	☐ *Woman*	☐ *$1- $3 million*	
Address		☐ *Native American*	☐ *Information not available*	☐ *$3 - $6 million*	
		☐ *Asian-Pacific American*		☐ *$6 - $10 million*	☐ *NO*
City State ZIP		☐ *Subcontinent Asian American*		☐ *> $10 million*	
		☐ *Non-Minority*		☐ *Information not available*	
Date Firm Established:		☐ *Information not available*			

Subcontractor Information	***Applicable NAICS and/or Work Category Code(s)***	***Majority Owner Race Information***	***Majority Owner Gender***	***Annual Gross Receipts***	***Certified DBE?***
Firm Name		☐ *Black America*	☐ *Man*	☐ *< $1 million*	☐ *YES; DBE ID#:*
		☐ *Hispanic American*	☐ *Woman*	☐ *$1- $3 million*	
Address		☐ *Native American*	☐ *Information not available*	☐ *$3 - $6 million*	
		☐ *Asian-Pacific American*		☐ *$6 - $10 million*	☐ *NO*
City State ZIP		☐ *Subcontinent Asian American*		☐ *> $10 million*	
		☐ *Non-Minority*		☐ *Information not available*	
Date Firm Established:		☐ *Information not available*			
Subcontractor Information	***Applicable NAICS and/or Work Category Code(s)***	***Majority Owner Race Information***	***Majority Owner Gender***	***Annual Gross Receipts***	***Certified DBE?***
Firm Name		☐ *Black America*	☐ *Man*	☐ *< $1 million*	☐ *YES; DBE ID#:*
		☐ *Hispanic American*	☐ *Woman*	☐ *$1- $3 million*	
Address		☐ *Native American*	☐ *Information not available*	☐ *$3 - $6 million*	
		☐ *Asian-Pacific American*		☐ *$6 - $10 million*	☐ *NO*
City State ZIP		☐ *Subcontinent Asian American*		☐ *> $10 million*	
		☐ *Non-Minority*		☐ *Information not available*	
Date Firm Established:		☐ *Information not available*			
Subcontractor Information	***Applicable NAICS and/or Work Category Code(s)***	***Majority Owner Race Information***	***Majority Owner Gender***	***Annual Gross Receipts***	***Certified DBE?***
Firm Name		☐ *Black America*	☐ *Man*	☐ *< $1 million*	☐ *YES; DBE ID#:*
		☐ *Hispanic American*	☐ *Woman*	☐ *$1- $3 million*	
Address		☐ *Native American*	☐ *Information not available*	☐ *$3 - $6 million*	
		☐ *Asian-Pacific American*		☐ *$6 - $10 million*	☐ *NO*
City State ZIP		☐ *Subcontinent Asian American*		☐ *> $10 million*	
		☐ *Non-Minority*		☐ *Information not available*	
Date Firm Established:		☐ *Information not available*			
Subcontractor Information	***Applicable NAICS and/or Work Category Code(s)***	***Majority Owner Race Information***	***Majority Owner Gender***	***Annual Gross Receipts***	***Certified DBE?***
Firm Name		☐ *Black America*	☐ *Man*	☐ *< $1 million*	☐ *YES; DBE ID#:*
		☐ *Hispanic American*	☐ *Woman*	☐ *$1- $3 million*	
Address		☐ *Native American*	☐ *Information not available*	☐ *$3 - $6 million*	
		☐ *Asian-Pacific American*		☐ *$6 - $10 million*	☐ *NO*
City State ZIP		☐ *Subcontinent Asian American*		☐ *> $10 million*	
		☐ *Non-Minority*		☐ *Information not available*	
Date Firm Established:		☐ *Information not available*			
Subcontractor Information	***Applicable NAICS and/or Work Category Code(s)***	***Majority Owner Race Information***	***Majority Owner Gender***	***Annual Gross Receipts***	***Certified DBE?***
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Address		☐ *Native American*	☐ *Information not available*	☐ *$3 - $6 million*	
		☐ *Asian-Pacific American*		☐ *$6 - $10 million*	☐ *NO*
City State ZIP		☐ *Subcontinent Asian American*		☐ *> $10 million*	
		☐ *Non-Minority*		☐ *Information not available*	
Date Firm Established:		☐ *Information not available*			

Signed: _____ Title: _____

Printed Name: _____ Company Name: _____

LIST OF SUBCONTRACTORS

The Bidder shall list the name, address, license number, and description of work, bid item number, percentage of bid item subcontracted by cost and Department of Industrial Relations Registration number for each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.10 SUBCONTRACTOR LIST of the State Standard Specifications. Attention is also directed to Section 5-1.13 SUBCONTRACTING of the Special Provisions. Listed subcontractors must be registered with the Department of Industrial Relations. Pursuant to SB 854, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). Bidder shall list the DIR registration number for each subcontractor.

Bidder proposes to subcontract certain portions of the Work which are in excess of one-half of one percent (0.5%) of the total amount base bid or $10,000, whichever is greater, and to procure materials and equipment from suppliers and vendors.

These Subcontractors are identified as follows:

Bid Item Number(s)	Subcontractor License Number	Subcontractor DIR Registration Number	Percent of Total Bid	Subcontractor's Name & Address

Bid Item Number(s)	Subcontractor License Number	Subcontractor DIR Registration Number	Percent of Total Bid	Subcontractor's Name & Address

ELIGIBILITY TO CONTRACT

The successful Bidder is prohibited from performing work on this Project with a Subcontractor who is ineligible to perform work on the Project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

BIDDER'S INFORMATION

Bidder certifies that the following information is true and correct:

Bidder's Name _____

Business Address _____

_____

Telephone _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

DIR Registration No: _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this Bid:

_____

_____

_____

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Bid are as follows:

_____

_____

_____

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this Bid are as follows:

_____

_____

_____

I declare under penalty of perjury under the laws of the State of California that the above representations are true and correct. Executed this _____ day of _____, 20__, at _____ California.

_____

Signature and Title of Bidder
or Authorized Representative

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS AND DEFAULTS

Identify all instances of being disqualified, removed, determined to be a non-responsible bidder, debarred, assessed liquidated damages, terminated for default or otherwise prevented from bidding on, or completing, a federal, state, or local government project.

1. Have you ever been disqualified from any government contract?

   Yes ☐ No ☐

2. If yes, explain the circumstances including date of public entity action, name of project, contract award amount and current contact person at public entity:

_____

_____

_____

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Signature and Title of Bidder or Authorized Representative

BID BOND FOR:

SAN JOSE CREEK MULTIPURPOSE PATH

KNOW ALL PERSONS BY THESE PRESENTS that [Bidder] _____ _____ as PRINCIPAL, and _____, a corporation organized under the laws of the State of _____ and licensed by the State of California to execute bonds and undertakings as sole surety, as SURETY, are held and firmly bound unto the City of Goleta, as City, in the penal sum of ten percent (10%) of the total Base Bid Price on the base Contract Work, **excluding** any Alternate Bid Items submitted by PRINCIPAL to CITY for the above stated project, for the payment of which sum, PRINCIPAL and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas PRINCIPAL has submitted a proposal to CITY for the above stated project.

NOW, THEREFORE, the penal sum guaranteed by this bond shall be forfeited to the City in the event of any of the following: (1) The aforesaid Principal withdraws said bid after the Bid Deadline contrary to applicable law; or (2) Principal fails, within ten (10) working days after receipt of written notice that the contract has been awarded to Principal and tender of the Contract, to, deliver to City the executed Agreement, in the prescribed form, in accordance with the bid as accepted, and file with the City all documents required in Section 3-1.18 CONTRACT EXECUTION of the City of Goleta Construction Specifications.

In case suit is brought upon this bond, SURETY further agrees to pay all reasonable attorneys' fees and costs incurred by CITY in an amount fixed by the court. SURETY hereby waives the provisions of California Civil Code Sections 2845 and 2849.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this _____day of _____, 20__.

PRINCIPAL: _____

(Address) _____

_____

BY: _____
(Signature and Title of Authorized Officer)

BY: _____
(Signature and Title of Authorized Officer)

SURETY: _____

(Address) _____

_____

BY: _____
(Signature and Title of Authorized Officer)

BY: _____
(Signature and Title of Authorized Officer)

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment. Also, evidence of the authority of any person signing as attorney-in-fact must be attached.

STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES CONCERNING THE CONTRACTOR'S LICENSING LAWS

[Business & Professions Code § 7028.15; Public Contract Code § 20103.5]

The undersigned, a duly authorized representative of the Bidder, certify that I am aware of the provisions of California law and that I, or the company/individual on whose behalf this Bid is being submitted, hold a currently valid California contractor's license as set forth in the Business and Professions Code *§* 7028.15 and Public Contract Code § 20103.5 (and any updates).

A contractor 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. 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.

Bidder:_____

License No.:_____ Class _____ Expiration date: _____

DIR Registration No.: _____

Date _____ Signature _____

DECLARATION OF ELIGIBILITY TO CONTRACT
[Labor Code §§ 1777.1 and 1777.7; Public Contract Code § 6109]

The undersigned, a duly authorized representative of the Bidder, certifies and declares that:

1. The Bidder is aware of Sections 1771.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.

2. The Bidder is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.

3. The Bidder is aware of California Public Contract Code Section 6109 (and any updates.)

4. The Bidder has investigated the eligibility of each and every subcontractor the contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 and 1777.7 of the Labor Code, or any other provision of law.

5. 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. 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.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 20__, at _____, California.

Signature:_____

Name: _____

Title: _____

Name of Company: _____

Note: Signature must be acknowledged before a notary public. Attach appropriate acknowledgment.

NON-COLLUSION DECLARATION
FOR
SAN JOSE CREEK MULTIPURPOSE PATH

I am the _____ [title] of _____ [name of bidder], the party making the foregoing bid, declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly, colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

_____[date], at _____[city], _____[state]

_____

(Signature and Title of Authorized Representative)

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder_____, proposed subcontractor _____, hereby certifies that he has_____, has not___, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

_____

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ___ , has not ____been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT CODE 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification.

_____

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or bid, to the best of his or her knowledge and belief, that:

(l) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or bid that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- ☐ a. contract
- ☐ b. grant
- ☐ c. cooperative agreement
- ☐ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. Status of Federal Action:

- ☐ a. bid/offer/application
- ☐ b. initial award
- ☐ c. post-award

3. Report Type:

- ☐ a. initial
- ☐ b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  Value _____

14. Type of Payment (check all that apply)

- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e deferred
- ☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (Ml).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF- LLL-Instructions Rev. 06-04

IRAN CONTRACTING ACT DISCLOSURE FORM

GENERAL

GENERAL REQUIREMENTS

A. Pursuant to the Iran Contract Act of 2010 (California Public Contract Code, Sections 2202-2208), Bidders are ineligible to bid on projects with a public entity for goods or services of one million dollars ($1,000,000) or more if the Bidder engages in investment activities in Iran.

B. Bidders must provide the below disclosure form as a mandatory submittal for all projects in excess of $1,000,000. The Iran Contracting Act Disclosure Form shall be submitted by the 3 apparent low bidders within 7 working days after opening of the bids.

(California Public Contract, Sections 2202-2208)

When responding to a bid or proposal or executing a contract or renewal for a City contract for goods or services of $1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 working days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code Section 2203(c) or (d).

To comply with this requirement, please provide your vendor or financial institution name and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million ($20,000,000) or more in credit to another person/vendor, for 45 working days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Vendor Name/Financial Institution (Printed)
By (Authorized Signature)

Printed Name and Title of Person Signing	
Date Executed	*Executed in*

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (Printed)	
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in*

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

BID MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.

Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.

The undersigned Proposer certifies that it and all subcontractors performing under this contract will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Establishing a Drug-Free Awareness Program to inform employees about:

   a. The dangers of drug abuse in the workplace.
   b. The Contractor's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance program.
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Notify employees that as a condition of employment under this Contract, employees will be expected to:

   a. Abide by the terms of the statement.
   b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.

4. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy on the "Drug-Free Workplace" statement.

5. Taking one of the following appropriate actions, within thirty (30) working days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:

   a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation, or business was performing work within three (2) years of the date of my signature below.

EXCEPTION:

Date	Violation Type	Place of Occurrence

If additional space is required use back of this form.

*The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION CONTRACT, AS A RESULT OF THIS BID; THE PROPOSER WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

PROPOSER'S NAME:

BY:_____ Date:
_____ Signature Title

Effects of violations: a. Suspension of payments under this contract. b. Suspension or termination of the contract. c. Suspension or debarment of the contractor from receiving any contract from the City of Goleta for a period not to exceed five years.
FM 681 7/10/9

COMPLIANCE WITH ECONOMIC SANCTIONS

IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE

SAPC Information Notice 22-15

Per Executive Order N-6-22, all contractors and grantees that have agreements valued at $5 million or more with agencies/departments subject to the California Governor's authority are directed to report to their contracting or grantor agency or department regarding their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

Instructions: Complete Section 1, provide a letter for Section 2 and return both to your CPA.

1) ATTESTATION OF COMPLIANCE:

Having conducted a good faith review, I attest that _____ (agency name) is in compliance with the economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

Contractor/Provider Name (Printed):	**Contract Number (s):**
By (Authorized Signature):	
Printed name and title of authorized signor:	
Date of Signed Attestation of Compliance:	

2) REPORT OF ACTIONS/STEPS TAKEN:

Attach a brief report to this notice form, on your agency letterhead describing the steps and actions, if any, you have taken in response to Russia's actions in Ukraine and to ensure compliance with the EO. *Please note that responses may be subject to disclosure under the California Public Records Act. Accordingly, please do not include any confidential information or disclosures that could pose security risks.*

Fleet Compliance Certification.

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- ☐ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

- ☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

- ☐ Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

- ☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

- ☐ The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit 15-G: Construction Contract DBE Commitment

1. Local Agency: City of Goleta 2. Contract DBE Goal: 16%

3. Project Description: Construct a 1.4-mile multipurpose path, bike and pedestrian bridge, undercrossings and tunnel.

4. Project Location: Along San Jose Creek and SR-217 in the City of Goleta

5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: _____

8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. NAICS or Work Category Codes	13. DBE Certification Number	14. DBE Contact Information (Must be certified on the date bids are opened)	15. DBE Dollar Amount

Local Agency to Complete this Section upon Execution of Award		**16. TOTAL CLAIMED DBE PARTICIPATION**	$
22. Local Agency Contract Number:			
23. Federal-Aid Project Number:			%
24. Bid Opening Date:			
25. Contract Award Date:		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.	
26. Award Amount:			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			

27. Local Agency Representative's Signature	28. Date	17. Preparer's Signature	18. Date
29. Local Agency Representative's Name	30. Phone	19. Preparer's Name	20. Phone
31. Local Agency Representative's Title		21. Preparer's Title	

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
3. Include additional copy with award package.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

1. Local Agency - Enter the name of the local agency that is administering the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. Project Location - Enter the project location(s) as it appears on the project advertisement.
5. Bidder's Name - Enter the contractor's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Bid Amount - Enter the total contract bid dollar amount for the prime contractor.
8. Total Dollar Amount for ALL Subcontractors – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. Total number of ALL subcontractors – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. Bid Item Number - Enter bid item number for work, services, or materials supplied to be provided.
11. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. NAICS or Work Category Codes - Enter NAICS or Work Category Codes from the California Unified Certification Program database.
13. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
14. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
15. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
16. Total Claimed DBE Participation - $: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
17. Preparer's Signature - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
18. Date - Enter the date the DBE commitment form is signed by the contractor's preparer.
19. Preparer's Name - Enter the name of the person preparing and signing the contractor's DBE commitment form.
20. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
21. Preparer's Title - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

22. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
23. Federal-Aid Project Number - Enter the Federal-Aid Project Number(s).
24. Bid Opening Date - Enter the date contract bids were opened.
25. Contract Award Date - Enter the date the contract was executed.
26. Award Amount – Enter the contract award amount as stated in the executed contract.
27. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
28. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
29. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
30. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
31. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

DLA DBE CONFIRMATION

DOT LAPM 9-I (NEW 01/2023)

FEDERAL PROJECT NUMBER

NAME OF DBE BUSINESS

NAME OF DBE REPRESENTATIVE

DBE CERTIFICATION NUMBER

NAME OF BIDDER

NAME OF PRIME CONTRACTOR IF DIFFERENT FROM THE BIDDER

NAME OF REPRESENTATIVE OF PRIME CONTRACTOR

DATE

Bid Item Number	Item of work and description of services to be subcontracted or materials to be provided [1]	Amount ($)
	Total	

[1] If 100% of an item is not to be performed or furnished by the DBE, describe the exact portion of the item to be performed or furnished.

DBE firms can use this form as a written confirmation or use an equivalent form. Written confirmation must be submitted no later than 4 pm on the 5th day of bid opening.

As an authorized representative of a certified disadvantaged business enterprise, I confirm if the bidder is awarded the contract, my business will enter into a contractual agreement with the bidder or prime contractor to perform the type and dollar amount of work shown on the DBE Commitment form.

I certify under penalty of perjury that the foregoing is true and correct.

Signature of DBE's Authorized Representative

Printed Name of DBE's Authorized Representative

Title of DBE's Authorized Representative

Date

ADA Notice This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s). _____ Bid Opening Date _____ CON

The _____ established a Disadvantaged Business Enterprise (DBE) goal of ___% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed**:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:

SECTION IV
AGREEMENT

PUBLIC WORKS CONTRACT
BETWEEN THE CITY OF GOLETA
AND
_____

This Public Works Contract (herein referred to as "CONTRACT") is made and entered into by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and _____, a _____ (hereinafter referred to as "CONTRACTOR").

SECTION A. RECITALS

1. Pursuant to the Notice Inviting Sealed Bids for the _____ Project, bids were received, publicly opened, and declared on the date specified in the notice.

2. On _____, Goleta's City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR and the City Council, approved this CONTRACT and authorized the City Manager to execute the CONTRACT with CONTRACTOR for furnishing labor, equipment, and material for the _____ Project in the City of Goleta.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, it is agreed:

SECTION B. TERMS

1. **GENERAL SCOPE OF WORK: CITY agrees to engage CONTRACTOR and CONTRACTOR** agrees to furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the _____ Project in the City of Goleta. The work shall be performed in accordance with the Plans and Specifications (and as generally described in the "Notice Inviting Sealed Bids," attached as Exhibit A) and in accordance with bid prices set forth in CONTRACTOR'S Bid Proposal (attached as Exhibit B) and in accordance with the instructions of the City Engineer, or City's Manager's designee.

2. **INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY:** The contract documents for the aforesaid project, a complete set of which is on file with the Goleta City Clerk's Office, shall consist of the Notice Inviting Bids, Instructions to Bidders, Bid Proposal, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with this CONTRACT and all required bonds, insurance certificates, permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable

manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written CONTRACT, the provisions of this CONTRACT, and the Standard Specifications, in that order, shall control. Collectively, these contract documents constitute the complete CONTRACT between CITY and CONTRACTOR and supersede any previous agreements or understandings.

3. **COMPENSATION:** CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

4. **TIME OF PERFORMANCE:** CONTRACTOR agrees to complete the work within the timeframe specified in the Contract Documents from the date of the notice to proceed. By signing this CONTRACT, CONTRACTOR represents to CITY that the contract time is reasonable for completion of the work and that CONTRACTOR will complete such work within the contract time. In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay CITY as liquidated damages, not as a penalty, the sum of $_____ per day for each and every day of unauthorized delay beyond the completion date, which amount shall be deducted from any payments due or to become due the CONTRACTOR.

5. **PREVAILING WAGES:**

   A. Pursuant to Labor Code Sections §§1720 *et seq.*, including but not limited to sections 1771, 1774 and 1775, and as specified in Title 8, California Code of Regulations, Section 16000 et seq., CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

B. In accordance with Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at http://www.dir.ca.gov/DLSR/PWD. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

C. CITY directs CONTRACTOR's attention to Labor Code Sections 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

D. Labor Code Section 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

(1) When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or

(2) When the number of apprentices in training in the area exceeds a ratio of one to five, or

(3) When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or

(4) When assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

Pursuant to Labor Code § 1776, CONTRACTOR shall comply with all Department of Industrial Relations registration requirements.

E. CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

F. CONTRACTOR and any subcontractor must comply with Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices.

G. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations (DIR), ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

H. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this CONTRACT. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.

6. **LEGAL HOURS OF WORK:** CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Except as provided by Labor Code Section 1815, the CONTRACTOR shall, as a penalty to the CITY, forfeit twenty five dollars ($25) for each worker employed in the execution of the Contract by the CONTRACTOR or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 (commencing at Section 1810) of the California Labor Code.

7. **TRAVEL AND SUBSISTENCE PAY**: CONTRACTOR agrees to pay travel and subsistence pay to each worker needed to execute the work required by this CONTRACT as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

8. **CONTRACTOR'S LIABILITY:** The CITY and its officers, agents and employees (“Indemnitees”) shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

CONTRACTOR will indemnify Indemnities against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of CONTRACTOR, its agents, employees, subcontractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of CITY. In connection therewith:

a. CONTRACTOR will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.

b. CONTRACTOR will promptly pay any judgment rendered against CONTRACTOR or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of CONTRACTOR hereunder, and CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.

c. In the event Indemnitees are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for damages or other claims arising out of or in connection with the work, operation or activities hereunder, CONTRACTOR agrees to pay to Indemnitees and any all costs and expenses incurred by Indemnitees in such action or proceeding together with reasonable attorneys' fees.

CONTRACTOR'S obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this CONTRACT, Contractor shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

So much of the money due to CONTRACTOR under and by virtue of the contract as shall be considered necessary by CITY may be retained by CITY until disposition has been made of such actions or claims for damages as aforesaid.

It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. This indemnity provision shall survive the termination of the CONTRACT and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this CONTRACT or any additional insured endorsements which may extend to Indemnitees.

CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the CONTRACTOR regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

9. **THIRD-PARTY CLAIMS:** In accordance with Public Contracts Code Section 9201, CITY will promptly inform CONTRACTOR regarding third-party claims against CONTRACTOR, but in no event later than ten (10) business days after CITY receives such claims. Such notification will be in writing and forwarded in accordance with the “Notice” section of this CONTRACT. As more specifically detailed in the contract documents, CONTRACTOR agrees to indemnify and defend the City against any third-party claim.

10. **WORKERS COMPENSATION:** In accordance with California Labor Code Sections 1860 and 3700, CONTRACTOR and each of its subcontractors will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: “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.”

11. **INSURANCE:** With respect to performance of work under this CONTRACT, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications.

12. **ASSIGNMENT:** This CONTRACT is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

13. **INDEPENDENT CONTRACTOR:** CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.

14. **TAXES:** CONTRACTOR is responsible for paying all retail sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in the contract shall include compensation for any taxes CONTRACTOR is required to pay by laws and regulations in effect at the bid opening date.

15. **LICENSES:** CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this CONTRACT any licenses, permits, insurance, and approvals which are legally required of CONTRACTOR to practice its profession. CONTRACTOR shall maintain a City of Goleta business license, if required under CITY ordinance.

16. **RECORDS:** CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this CONTRACT and such other records as may be deemed necessary by CITY or any authorized representative, and will be retained for three years after the expiration of this CONTRACT. All such records shall be made available for inspection or audit by CITY at any time during regular business hours.

17. **SEVERABILITY:** If any portion of these contract documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this

CONTRACT will continue in full force and effect provided that it does not frustrate the mutual intent of the parties herein.

18. **WHOLE AGREEMENT:** This CONTRACT supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract shall not be valid or binding. Any modifications of this contract will be effective only if signed by the party to be charged.

19. **AUTHORITY:** CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this CONTRACT represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein. Each party warrants that the individuals who have signed this CONTRACT have the legal power, right, and authority to make this CONTRACT and to bind each respective party. This CONTRACT may be modified by written amendment. CITY's City Manager may execute any such amendment on CITY's behalf.

20. **NOTICES:** All notices permitted or required under this CONTRACT shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this CONTRACT. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

    Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

    CITY OF GOLETA
    130 Cremona Drive, Suite B
    Goleta, CA 93117
    Attn: City Manager

    CONTRACTOR
    _____
    _____

21. **DISPUTES:** Disputes arising from this contract will be determined in accordance with the contract documents.

22. **NONDISCRIMINATION:** The CITY reaffirms its ongoing commitment to equality in the conduct of City business, and prohibits any policy, plan, program, custom or practice, including harassment, in the conduct of City business. No discrimination or discriminatory practice shall occur in either employment of persons for, or completion of, the work contemplated by this CONTRACT, when such discrimination is based on race, color, national origin, or ancestry; religion; sex; gender, gender identity, gender expression, or gender transitioning status; physical disability, mental disability, medical condition, or genetic information; marital or domestic partner status; citizenship status; age; sexual orientation; exercising a legally protected right to an employment leave of absence; status as a victim of domestic violence, sexual assault, or stalking; reproductive health decision-making, or any other classification protected under state or federal law. Among other possible violations of law, a violation of this section exposes CONTRACTOR to the penalties provided for in Labor Code Section 1735.

23. **PAPER PRODUCTS AND PRINTING REQUIREMENTS:** To the extent this contract provides paper products, and printing and writing paper for the City, CONTRACTOR must meet quality standards and criteria specified in SB 1383, Sections 22150-22154 of the Public Contract Code and 16 Code of Federal Regulations (CFR) Section 260.12 by:
    a. If fitness and quality are equal, provide recycled products, instead of nonrecycled products whenever recycled products are available at the same or a lesser total cost than nonrecycled items.
    b. Provide paper products and printing and writing paper that meet Federal Trade Commission recyclability standard as defined in 16 CFR Section 260.12.
    c. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the paper products and printing and writing paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the paper products, printing and writing paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
    d. Certify in writing, on invoices or receipts provided, that the paper products and printing and writing paper offered or sold to the City is

eligible to be labeled with an unqualified recyclable label as defined in 16 CFR Section 260.12.

e. Comply with any other requirements in Goleta Municipal Code Section 8.10.900(B).

24. ORGANIC WASTE USE REQUIREMENTS: To the extent this contract provides landscaping maintenance, renovation, and construction services, CONTRACTOR must:

a. Use compost and SB 1383 eligible mulch, as practicable, produced from recovered organic waste, for all landscaping renovations, construction, or maintenance performed for the City, whenever available, and capable of meeting quality standards and criteria specified. SB 1383 eligible mulch used for land application must comply with 14 CCR Section 18993.1 - 18993.4, and must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in 14 CCR Sections 17852(a)(24.5)(A)(1) through (3).

b. Keep and provide records of procurement of recovered organic waste products (either through purchase or acquisition) to the City's Designated Representative, upon completion of projects. Information to be provided must include:

   i. General description of how and where the product was used and if applicable, applied;
   ii. Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the recovered organic waste products were procured;
   iii. Type of product;
   iv. Quantity of each product; and,
   v. Invoice or other record demonstrating purchase or procurement.

c. Comply with all requirements in Goleta Municipal Code Section 8.10.900(A).

25. NO THIRD-PARTY BENEFICIARY: This CONTRACT and every provision herein is for the exclusive benefit of CONTRACTOR and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the CONTRACTOR's or the CITY's obligations under this Contract.

26. TIME IS OF ESSENCE: Time is of the essence for each and every provision of the Contract Documents.

27. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES:** The Parties agree that this CONTRACT, agreements ancillary to this CONTRACT, and related documents to be entered into in connection with this CONTRACT will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

28. **GOVERNING LAW:** This CONTRACT shall be governed by the laws of the State of California, and exclusive venue for any action involving this CONTRACT will be in Santa Barbara County.

29. **FORM FHWA-1273;** The required federal contract provisions applicable to this FHWA funded project are included as Exhibit C to this Contract.

30. **Federal Wage Determinations;** The minimum federal wage determinations applicable to this project are included as Exhibit D in this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT with all the formalities required by law on the respective dates set forth opposite their signatures.

This CONTRACT is executed on this _____ day of _____, at Goleta, California, and effective as of _____ _____, 20____.

CITY OF GOLETA:

_____
Robert Nisbet, City Manager

ATTEST:

_____
Deborah Lopez, City Clerk

APPROVED AS TO FORM:
ISAAC ROSEN, ~~ACTING~~ CITY ATTORNEY

_____

Scott Shapses, Deputy City Attorney

CONTRACTOR:

_____
Name, Title

State of California License No.

_____
Department of Industrial Relations Registration No.

_____

Business Phone No.

_____

CONTRACTOR'S Emergency Phone No. at which contractor can be reached at any time

_____

_____

_____
Name, Title

EXHIBIT A
NOTICE INVITING SEALED BIDS

EXHIBIT B
BID PROPOSAL

EXHIBIT C
FHWA 1273

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT D
FEDERAL WAGE DETERMINATIONS

"General Decision Number: CA20250014 03/28/2025

Superseded General Decision Number: CA20240014

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Santa Barbara County in California.

BUILDING, DREDGING (does not include hopper dredge work), HEAVY (does not include water well drilling), AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	01/10/2025
2	01/24/2025
3	02/07/2025
4	02/21/2025
5	02/28/2025
6	03/28/2025

ASBE0005-002 09/01/2023

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems)	$ 49.58	25.27
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls)	$ 36.97	20.36

ASBE0005-004 07/04/2022

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)	$ 23.52	13.37

BOIL0092-003 01/01/2024

	Rates	Fringes
BOILERMAKER	$ 51.98	42.11

BRCA0004-003 05/01/2024

	Rates	Fringes
Bricklayer; Marble Setter	$ 45.53	20.29

BRCA0018-008 06/01/2024

	Rates	Fringes
MARBLE FINISHER	$ 43.38	15.36
TILE FINISHER	$ 37.96	13.77

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* BRCA0018-010 09/01/2024

	Rates	Fringes
TERRAZZO FINISHER	$ 42.11	14.67

TERRAZZO WORKER/SETTER.....$ 49.62 15.26

BRCA0018-011 06/01/2023

	Rates	Fringes
TILE LAYER	$ 48.29	19.18

CARP0213-001 01/01/2024

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer	$ 48.86	22.88
(2) Millwright	$ 49.36	22.88
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial)	$ 48.99	22.88
(4) Pneumatic Nailer, Power Stapler	$ 51.85	16.28
(5) Sawfiler	$ 51.69	16.28
(6) Scaffold Builder	$ 40.77	22.38
(7) Table Power Saw Operator	$ 51.70	16.28

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): $0.13 per hour additional.

CARP0213-002 07/01/2021

	Rates	Fringes
Diver		
(1) Wet	$ 834.40	16.28
(2) Standby	$ 445.84	16.28
(3) Tender	$ 437.84	16.28
(4) Assistant Tender	$ 413.84	16.28

Amounts in ""Rates' column are per day

CARP0213-004 01/01/2024

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER	$ 48.86	22.88
STOCKER/SCRAPPER	$ 20.80	9.97

CARP0721-001 07/01/2021

	Rates	Fringes

Modular Furniture Installer.....$ 21.85 7.15

ELEC0413-001 01/01/2025

	Rates	Fringes
Electricians:.....	$ 52.15	3%+23.23

CABLE SPLICERS: $2.00 additional per hour.

ALL WORK AT VANDENBERG AFB: $3.75 additional per hour.

FOOTNOTE: Work from trusses, swinging scaffolds, open ladders, scaffolds, bosun's chairs, stacks, or the maintenance of towers or open platforms where the worker is subject to a direct fall or where the worker has to work from a ladder or other support from a platform within 5 ft. of any direct fall a distance of 50 ft. from the ground floor or supporting structure: double the regular straight-time rate of pay. Safety nets, if used, will not invalidate this.

ELEC0413-003 12/31/2024

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System Installer.....	$ 48.13	3%+16.05

SCOPE OF WORK:
Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station. Fire alarm work shall be performed at the current inside wireman total cost package.

ELEC1245-001 01/01/2025

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	$ 70.16	24.71
(2) Equipment specialist (operates crawler tractors, commercial motor		

vehicles, backhoes,
trenchers, cranes (50 tons
and below), overhead &
underground distribution
line equipment).....$ 53.30 22.26
(3) Groundman.....$ 40.76 21.76
(4) Powderman.....$ 51.87 18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0018-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC	$ 69.43	38.435+a+b

FOOTNOTE:
a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-004 08/01/2024

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman	$ 64.10	38.75
(2) Dredge dozer	$ 58.13	38.75
(3) Deckmate	$ 58.02	38.75
(4) Winch operator (stern winch on dredge)	$ 57.47	38.75
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand	$ 56.93	38.75
(6) Barge Mate	$ 57.54	38.75

ENGI0012-024 07/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1	$ 53.90	32.80
GROUP 2	$ 54.68	32.80
GROUP 3	$ 54.97	32.80
GROUP 4	$ 56.46	32.80
GROUP 6	$ 56.68	32.80
GROUP 8	$ 56.79	32.80
GROUP 10	$ 56.91	32.80
GROUP 12	$ 57.08	32.80
GROUP 13	$ 57.18	32.80
GROUP 14	$ 57.21	32.80
GROUP 15	$ 57.29	32.80
GROUP 16	$ 57.41	32.80
GROUP 17	$ 57.58	32.80
GROUP 18	$ 57.68	32.80

GROUP 19.....$ 57.79 32.80
GROUP 20.....$ 57.91 32.80
GROUP 21.....$ 58.08 32.80
GROUP 22.....$ 58.18 32.80
GROUP 23.....$ 58.29 32.80
GROUP 24.....$ 58.41 32.80
GROUP 25.....$ 58.58 32.80

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....$ 55.25 32.80
GROUP 2.....$ 56.03 32.80
GROUP 3.....$ 56.32 32.80
GROUP 4.....$ 56.46 32.80
GROUP 5.....$ 56.68 32.80
GROUP 6.....$ 56.79 32.80
GROUP 7.....$ 56.91 32.80
GROUP 8.....$ 57.08 32.80
GROUP 9.....$ 57.25 32.80
GROUP 10.....$ 58.25 32.80
GROUP 11.....$ 59.25 32.80
GROUP 12.....$ 60.25 32.80
GROUP 13.....$ 61.25 32.80

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....$ 55.75 32.80
GROUP 2.....$ 56.53 32.80
GROUP 3.....$ 56.82 32.80
GROUP 4.....$ 56.96 32.80
GROUP 5.....$ 57.18 32.80
GROUP 6.....$ 57.29 32.80
GROUP 7.....$ 57.41 32.80

PREMIUM PAY:

$10.00 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator);Coil Tubing Rig Operator, Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without

attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable);Direct Push Operator (Geoprobe or similar types) Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled);

Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self- propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form

traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: $1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds.and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar

types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Spyder Excavator Operator, with all attachments

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.);

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc) ; Tower crane operator and tower gantry

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point whch is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM.   Continue E

along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

IRON0433-006 01/01/2025

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 45.78	26.51
Ornamental, Reinforcing and Structural	$ 50.70	35.15

PREMIUM PAY:

$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training

Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center
Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0220-001 07/01/2022

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1	$ 45.68	23.30
GROUP 2	$ 46.00	23.30
GROUP 3	$ 46.46	23.30
GROUP 4	$ 47.15	23.30
LABORER		
GROUP 1	$ 36.39	21.04
GROUP 2	$ 36.94	21.04
GROUP 3	$ 37.49	21.04
GROUP 4	$ 39.04	21.04
GROUP 5	$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials (""applying"" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.);

GROUP 2: Bull gang mucker, track person; Chucktender, Cabletender; Concrete crew, including rodder and spreader; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller)

GROUP 3: Blaster, driller, powder person; Chemical grout jet

person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0220-004 07/01/2024

	Rates	Fringes
Brick Tender	$ 41.53	22.54

LABO0300-005 07/01/2024

	Rates	Fringes
Asbestos Removal Laborer	$ 43.88	25.13

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2024

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1	$ 53.48	22.77
GROUP 2	$ 52.53	22.77
GROUP 3	$ 48.99	22.77

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/01/2024

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer	$ 45.34	20.06
(2) Vehicle Operator/Hauler	$ 45.51	20.06
(3) Horizontal Directional Drill Operator	$ 47.36	20.06
(4) Electronic Tracking Locator	$ 49.36	20.06
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1	$ 46.65	23.17
GROUP 2	$ 47.95	23.17
GROUP 3	$ 49.96	23.17
GROUP 4	$ 51.70	23.17

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LABO1414-003 08/07/2024

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER	$ 43.57	25.17
PLASTER TENDER	$ 46.12	25.17

Work on a swing stage scaffold: $1.00 per hour additional.

Work at Military Bases - $3.00 additional per hour:
Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

PAIN0036-002 07/01/2023

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Journeyman Painter	$ 36.44	18.58
(2) Repaint	$ 26.40	17.02
(3) Iron & Steel	$ 33.12	17.18
(4) High Iron & Steel	$ 35.12	17.18
(5) All Other Work	$ 36.44	18.58

REPAINT:
Repaint of any structure with the exception of work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities, tenant improvement work not included in conjunction with the construction of the building and all repainting of tenant improvement projects.

HIGH IRON & STEEL:
Aerial towers, towers, radio towers, smoke stacks, flag poles (any flag poles that can be finished from the ground with a ladder excluded), elevated water towers, steeples and domes in their entirety and any other extremely high and hazardous work, cooning steel, bos'n chair, or other similar devices, painting in other high hazardous work shall be classified as high iron & steel

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PAIN0036-008 09/01/2024

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 49.33	26.82

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* PAIN0036-015 01/01/2025

	Rates	Fringes
GLAZIER	$ 53.05	30.64

FOOTNOTE: Additional $1.25 per hour for work in a condor, from the third (3rd) floor and up Additional $1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

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PAIN1247-002 01/01/2025

	Rates	Fringes
SOFT FLOOR LAYER	$ 45.15	19.43

PLAS0200-006 08/03/2022

	Rates	Fringes
PLASTERER	$ 47.37	19.64

VANDENBURG AFB: $3.00 additional per hour.

PLAS0500-002 07/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 44.00	27.11

PLUM0016-004 09/01/2024

	Rates	Fringes
PLUMBER/PIPEFITTER		
Vandenburg Air Force Base	$ 63.98	26.61
Work ONLY on new additions and remodeling of bars, restaurants, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space	$ 57.67	25.63
Work ONLY on strip malls, light commercial, tenant improvement and remodel work	$ 44.24	23.96
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work	$ 59.48	26.61

PLUM0345-001 09/01/2023

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter	$ 40.20	25.90
Sewer & Storm Drain Work	$ 44.29	23.28

ROOF0036-002 08/01/2024

	Rates	Fringes
ROOFER	$ 49.43	20.58

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive $1.75 per hour ""pitch premium"" pay.

SFCA0669-014 01/01/2025

	Rates	Fringes
SPRINKLER FITTER	$ 46.42	28.42

SHEE0273-002 08/01/2019

	Rates	Fringes
SHEET METAL WORKER	$ 45.48	30.05

HOLIDAYS: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Indepdendence Day, Labor Day, Veterans Day,Thankisgiving Day & Friday after, Christmas Day

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TEAM0011-002 07/01/2024

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 39.59	34.34
GROUP 2	$ 39.74	34.34
GROUP 3	$ 39.87	34.34
GROUP 4	$ 40.06	34.34
GROUP 5	$ 40.09	34.34
GROUP 6	$ 40.12	34.34
GROUP 7	$ 40.37	34.34
GROUP 8	$ 40.62	34.34
GROUP 9	$ 40.82	34.34
GROUP 10	$ 41.12	34.34
GROUP 11	$ 41.62	34.34
GROUP 12	$ 42.05	34.34

WORK ON ALL MILITARY BASES:
PREMIUM PAY: $3.00 per hour additional.
[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person ($0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - $1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a

supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007

01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

SECTION V

INSURANCE AND BONDS

INSURANCE REQUIREMENTS

General Liability Insurance

The general liability must be at least combined single limits of no less than $2,000,000 per occurrence for all covered losses and no less than $4,000,000 general aggregate, $25,000,000 Umbrella or excess liability, and must contain:

1. Extension of coverage to the City, its officials, officers, agents and employees, as additional insureds, with respect to Contractor's liabilities hereunder in insurance coverages identified above;
2. A provision that coverage will not be canceled or subject to reduction until at least thirty (30) working days' prior written notice has been given to the City Clerk, addressed to 130 Cremona Drive, Suite B, Goleta, CA 93117;
3. A provision that Contractor's insurance shall apply as primary, and not excess of, or contributing with, the City;
4. Contractual liability coverage sufficiently broad so as to include the liability assumed by the Contractor in the indemnity and hold harmless provisions of the Standard Condition;
5. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each;
6. A broad form property damage endorsement;
7. A provision that the policies be provided on an "occurrence" basis;
8. Coverage for XCU (explosion, collapse, underground) hazards if applicable to the work; and
9. Products and completed operations coverage.

Umbrella or Excess Liability policies (Over Primary) if used to meet limit requirements shall provide coverage at least as broad as specified for underlying coverages and covering those insured in the underlying policies. Any such policy shall include a drop-down provision providing primary coverage above a maximum $25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be “pay on behalf,” with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion of claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. Limits are subject to review but in no event less than $2,000,000 per occurrence for all covered losses and no less than $4,000,000 general aggregate, except with respect to umbrella or excess liability which must be no less than the amount set forth above.

Approval of insurance by the City or acceptance of the certificate of insurance by City shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's services or operation pursuant to the Agreement, nor shall it be deemed a waiver of City's rights to insurance coverage hereunder.

Policy Forms, Endorsements and Certificates

Provide and maintain current certificates of Insurance on forms supplied by the City and evidencing the above coverage to City prior to execution of this Agreement by City. Exercise due diligence to require any and all subcontractors and/or sub-subcontractors and all tiers of such subcontractors to provide General and Automobile Liability, and Workers' Compensation and Employer's Liability Insurance with minimum limits of coverage and upon terms and provisions required above.

NOTICE TO INSURANCE BROKER

Your client has been awarded a bid by the City Council of the City of Goleta to perform a public works project known as _____. The Contract Conditions for that project require your client ("the Contractor") to return certain evidence of insurance and bonds to the City Attorney of the City within fifteen (15) working days after the Bid award, or else the Bid award may be terminated and awarded to another company.

This package contains the information you will need as an insurance broker to provide the appropriate insurance and bonds to the City. The insurance coverages the Contractor needs are specified in the section entitled "Insurance Requirements." Please note that, in addition to the insurance certificate itself, copies of several endorsements must be actually furnished for review.

Please refer to Special Provisions for modifications of the Standard Construction Specifications and the requirements of this insurance packet.

Please use the standard City of Goleta Bond Forms provided in this package.

The Bonds required must each be in the penal amount of: $_____.

Documents should be forwarded to or questions addressed to:

Office of the City Attorney
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117
(805) 961-7500

When forwarding the documents, please refer to the project name so that the documents can be matched with the Contract for which they are submitted.

Thank you.

INSURANCE REQUIREMENTS

In addition to Section 7-1.06 INSURANCE of the State Standard Specifications the**:**

A. Evidence of Maintenance Required. The Contractor shall, at all times, maintain in full force and effect at a minimum the insurance required by this section; and the Contractor shall not allow any subcontractor to commence work until similar insurance required of the subcontractor has been obtained and filed. An original Certificate of Insurance, and copies of all required endorsements, all in a form approved by the Director, evidencing all required coverage or policies shall be filed after the award of the bid and prior to approval of the Contract by the City Council. Contractor shall provide ten (10) working days prior written notice to the City of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Goleta as Certificate holder.

B. Qualifying Insurers. With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best' s Insurance Reports.

C. Insurance Required. Commercial General Liability, automobile liability, and workers' compensation insurance shall be maintained as follows:

1. Commercial General Liability for Minor Construction Projects (Projects under $1,000,000)	$2,000,000 each occurrence $4,000,000 aggregate 5,000,000.00 Umbrella or excess liability Personal Injury: $2,000,000 each occurrence $4,000,000 aggregate $5,000,000.00 Umbrella or excess liability
Commercial General Liability for Major Construction Projects (Projects over $1,000,000)	$5,000,000 each occurrence $10,000,000 aggregate 25,000,000.00 Umbrella or excess liability Personal Injury: $5,000,000 each occurrence $10,000,000 aggregate $25,000,000.00 Umbrella or excess liability

The Commercial General Liability policy shall include coverage or endorsements for:

a. Completed operations.
b. Losses related to independent contractors, products and equipment.
c. Explosion, collapse and underground hazards.

The Commercial General Liability insurance shall include the following, copies of which shall be provided:

a. Inclusion of the City of Goleta, and its officers, agents, employees, and volunteers, as additional insureds (except for workers‟ compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the Insurance Services Office (“ISO”) CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsements must include coverage for on-going and completed operations. Endorsements shall cover the City of Goleta, its officers, agents, employees, and volunteers.
b. Cross liability and severability of interest clauses providing that the insurance applies separately to each insured except with respect to the limits of liability.
c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither the City nor its insurers will be called upon to contribute to a loss.
d. Such insurance shall specifically cover the contractual liability of the CONTRACTOR.
e. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
f. Waiver of subrogation endorsement.
g. The CONTRACTOR shall furnish a certificate for the period covered.

SPECIAL NOTICE - CLAIMS MADE COVERAGE:

Liability insurance coverage may not be written on a "claims made" basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

1. Comprehensive Automobile Liability for bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars ($1,000,000) combined single limits per accident, applicable to all owned, non-owned, and hired vehicles.
2. Statutory Workers' Compensation and Employer' s Liability Insurance, including a waiver of subrogation endorsement and a Broad Form "All-States" Endorsement for all employees engaged in services or operations under the Contract. The employer' s liability insurance shall provide limits of not less than One Million Dollars ($1,000,000) per occurrence. Both the workers' compensation and employer' s liability policies shall contain

the Insurer' s waiver of subrogation in favor of the City, its officers, agents, employees, and volunteers.

7-1.12.2 BUILDER'S RISK/COURSE OF CONSTRUCTION INSURANCE:

The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion.

The Contractor shall secure "All Risk" type of builder' s Risk Insurance of the type covering one hundred percent (100%) of the value of the work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the work completed. The policy shall cover hazards including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

The policies providing such insurance shall name the City as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with the City. The maximum deductible allowable under the Builder' s All Risk policy shall be five percent (5%) of the Contract amount.

Builder' s Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

7-1.12.3 OTHER INSURANCE PROVISIONS:

A. The requirements of the State Standard Specifications as to types and limits of insurance coverage to be maintained by the Contractor, and any approval of insurance by the City, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude the City from taking any other action available to it under any other provision of the Contract or law.

B. The City acknowledges that some insurance requirements contained in these provisions may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract. Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions ("SIR") must be declared on the certificate of insurance and approved by CITY in writing. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

C. The Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor‟s work. Furthermore, the Contractor shall require its subcontractors to agree to be bound to the Contractor and the City in the same manner and to the same extent as the Contractor is bound to the City under this Contract. Additionally, the Contractor shall obligate its

subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of the City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, the Contractor may insure subcontractor(s) under its own policy.

D. The City, its officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04.

E. The limits of insurance required in this Contract may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City (if agreed to in a written contract) before the City's own insurance shall be called upon to protect it as a named insured.

F. THE CITY RESERVES THE RIGHT TO WITHHOLD ANY PROGRESS PAYMENTS TO THE ONTRACTOR IN THE EVENT OF NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.

Additional Insurance Requirements:

Contractor's pollution liability insurance. Coverage shall provide for liability arising out of sudden, accidental, and gradual pollution, and remediation. The policy limit shall be no less than $1,000,000 per claim and in the aggregate. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for remediation of the site in the event of an environmental contamination event arising out of the materials, supplies, products, work, operations, or workmanship.

Transportation pollution liability insurance. Coverage shall be in an amount not less than $5,000,000 combined single limit per accident and shall include Pollution Liability (CA9948) and MCS-90 Endorsements. The policy shall provide coverage for transportation of pollutants/contaminants to and from the job site and the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Goleta, has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for the **SAN JOSE CREEK MULTIPURPOSE PATH** (hereinafter referred to as the "Project"). For the purposes of this Faithful Performance Bond, the City of Goleta and Caltrans shall hereinafter be referred to as "City."

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

In the event the Contract is modified, amended, or supplemented in a manner that increases the total Contract price, including but not limited to any Change Order issued pursuant to the Contract, the Contractor shall furnish to the City, at Contractor's sole expense and within fifteen (15) calendar days of such modification, an executed Bond Rider to this Bond reflecting the revised Contract price and increasing the penal sum of this Bond accordingly. The Surety acknowledges and agrees that this obligation to provide a Bond Rider applies to all increases in the Contract amount regardless of whether the Surety has received separate notice of the Contract modification. The Surety further agrees that failure of the Contractor to provide such Bond Rider shall not relieve the Surety of its obligations under this Bond. Nothing in this paragraph shall be construed to limit the City's right to enforce the Bond up to the penal sum then in effect, or to require the City to accept work under a Change Order without such bond adjustment.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

INS 7
ADDENDUM 1

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be

performed thereunder 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 Documents or to the Project.

Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___.

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is $_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

Individual

Corporate Officer

_____
Title(s)

Partner(s) Limited

General

Attorney-In-Fact

Trustee(s)

Guardian/Conservator

Other:

Signer is representing:

Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

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STATE OF CALIFORNIA

COUNTY OF _____

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

Individual

Corporate Officer

_____
Title(s)

Partner(s) Limited

General

Attorney-In-Fact

Trustee(s)

Guardian/Conservator

Other:

Signer is representing:

Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

END OF PERFORMANCE BOND

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Goleta by action taken or a resolution passed _____ , 20____, has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: the **SAN JOSE CREEK MULTIPURPOSE PATH** (the "Project"). the purposes of this Faithful Performance Bond, the City of Goleta and Caltrans shall hereinafter be referred to as "City."; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under

the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

Notary Acknowledgment

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STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

Individual

Corporate Officer

_____
Title(s)

Partner(s) Limited

General

Attorney-In-Fact

Trustee(s)

Guardian/Conservator

Other:

Signer is representing:

Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

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Number of Pages

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Date of Document

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Signer(s) Other Than Named Above

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END OF LABOR AND MATERIAL PAYMENT BOND

SECTION VI

CITY OF GOLETA CONSTRUCTION SPECIFICATIONS

SECTION VI

CITY OF GOLETA CONSTRUCTION SPECIFICATIONS

TABLE OF CONTENTS

Adoption of State Specifications	
Section 1. Definitions and Terms	GCS-2
Section 2. Proposal Requirements and Conditions	GCS-3
Section 3. Contract Award and Execution	GCS-6
Section 4. Scope of Work	GCS-7
Section 5. Control of Work	GCS-7
Section 6. Control of Material	GCS-9
Section 7. Legal Relations and Responsibility	GCS-9
Section 8. Prosecution and Progress	GCS-21
Section 9. Measurement and Payment	GCS-22

SECTION 1. DEFINITION AND TERMS

1-1.03 **ACCEPTANCE**. Shall mean the formal Acceptance by resolution of the Goleta City Council of an entire Contract which has been completed in all respects in accordance with the Plans and specifications and any modifications thereof previously approved, causing a notice of completion to be filed with the County Recorder.

1-1.13 **DEPARTMENT.** Shall mean the Department of Public Works of the City of Goleta, also referred to as the Department of Contract Administration. References made to the Department of Transportation otherwise shall mean the State of California Department of Transportation.

1-1.15 **DIRECTOR**. Shall mean the Public Works Director or his or her duly authorized representative.

1-1.17 [**Reserved]**

1-1.18 **ENGINEER**. Shall mean the Public Works Director or his or her duly authorized representative.

1-1.19 **ENGINEER'S ESTIMATE**. The estimate prepared by the Public Works Director of quantities of work to be performed.

1-1.26 **LIQUIDATED DAMAGE**. The amount to be deducted from payments due or to become due to the Contractor for delay, as set forth in the Special Provisions.

1-1.29 **PLANS.** The official project Plans, State Standard Plans, Improvement Plans, profiles, typical cross sections, general cross sections, working drawings, and supplemental drawings, or reproductions thereof, approved by the Director which show the location, character, dimensions and details of the work to be performed. All such documents are to be considered as a part of the Plans whether or not reproduced in the special provisions.

In the above definition, the following terms are defined as follows:

(a) State Standard Plans – The 2023 Standard Plans of the Department of Transportation of the State of California.
(b) Revised State Standard Plans – The Revised Standard Plans of the Department of Transportation of the State of California.
(c) Project Plans – The project Plans are specific details and dimension peculiar to the work and supplemented by the State Standard Plans, insofar as the same may apply.
(d) Improvement Standards – The Improvement Standards and Construction Standards of the City of Goleta Department of Public Works.

1-1.30 **SPECIFICATIONS.** State Standard Specifications, revised standard specifications, special provisions

In the above definition, the following terms are defined as follows:

(a) State Standard Specifications – Specifications standard to Caltrans' construction projects. These specifications are in a book titled Standard Specifications 2023.
(b) Revised Standard Specifications – New or revised standard specifications. These specifications are in a section titled Revised Standard Specifications in a book titled REVISIONS TO THE STANDARD SPECIFICATIONS 2023.
(c) Special Provisions – Specifications specific to the project.

1-1.39 **STATE.**

Reference to the State or State of California shall mean City or City of Goleta unless the reference is to a law or regulation of the State.

1-1.50 **CITY ATTORNEY.**

The City Attorney of the City of Goleta.

1-1.51 **ATTORNEY GENERAL.**

The City Attorney of the City of Goleta.

1-1.52 **CITY CLERK.**

Shall mean the City Clerk of the City of Goleta.

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.03 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK

The bidder shall examine carefully the site of the work contemplated, the plans and specifications, and the proposal and contract forms therefor. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the general and local conditions to be encountered, as to the character, quality and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the proposal, plans, specifications and the contract.

The submission of a bid shall also be conclusive evidence that the bidder is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information was reasonably ascertainable from an inspection of the site and the records of exploratory work done by the Department as shown in the bid documents, as well as from the plans and specifications made a part of the contract.

Where the Department has made investigations of site conditions including subsurface conditions in areas where work is to be performed under the contract, or in other areas, some of which may constitute possible local material sources, bidders or contractors may, upon written request, inspect the records of the Department as to those investigations subject to and upon the conditions hereinafter set forth.

Where there has been prior construction by the Department or other public agencies within the project limits, records of the prior construction that are currently in the possession of the Department and which have been used by, or are known to, the designers and administrators of the project will be made available for inspection by bidders or contractors, upon written request, subject to the conditions hereinafter set forth. The records may include, but are not limited to, record drawings, design calculations, foundation and site studies, project reports and other data assembled in connection with the investigation, design, construction and maintenance of the prior projects.

When a log of test borings or other record of geotechnical data obtained by the Department's investigation of surface and subsurface conditions is included with the contract plans, it is furnished for the bidders' or Contractor's information and its use shall be subject to the conditions and limitations set forth in this Section 2-1.03.

When cross sections are not included with the plans, but are available, bidders or contractors may inspect the cross sections and obtain copies for their use, at their expense.

When cross sections are included with the contract plans, it is expressly understood and agreed that the cross sections do not constitute part of the contract, do

not necessarily represent actual site conditions or show location, character, dimensions and details of work to be performed, and are included in the plans only for the convenience of bidders and their use is subject to the conditions and limitations set forth in this Section 2-1.03 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK.

When contour maps were used in the design of the project, the bidders may inspect those maps, and if available, they may obtain copies for their use.

The availability or use of information described in this Section 2-1.03 is not to be construed in any way as a waiver of the provisions of the first paragraph in this Section 2-1.03 and bidders and contractors are cautioned to make independent investigations and examinations as they deem necessary to be satisfied as to conditions to be encountered in the performance of the work and, with respect to possible local material sources, the quality and quantity of material available from the property and the type and extent of processing that may be required in order to produce material conforming to the requirements of the specifications.

The Department assumes no responsibility for conclusions or interpretations made by a bidder or contractor based on the information or data made available by the Department. The Department does not assume responsibility for the representation made by its officers or agents before the execution of the contract concerning surface or subsurface conditions, unless that representation is expressly stated in the contract.

No conclusions or interpretations made by a bidder or contractor from the information and data made available by the Department will relieve a bidder or contractor from properly fulfilling the terms of the contract.

2-1.05 PROPOSAL FORMS.

The Department will furnish to each Bidder a standard proposal form, which, when filled out and executed shall be submitted as his bid. Bids are not presented on forms so furnished will be disregarded.

The proposal form is included in these Contract Documents. The proposal shall set forth for each item of work, in clearly legible figures and words, an item price and a total for the item in the respective spaces provided, and shall be signed by the Bidder, who shall fill out all blanks in the proposal form as required therein.

All items shown on schedule of bid items shall be properly filled in and shall include all costs of labor, materials, equipment, State, Federal, or other taxes applicable to the transaction. The completed forms shall be without inter-lineations, erasures or alterations of any nature. If the proposal is made by an individual, his or her name and post office address must be shown; if made by a firm or partnership, the name and post office address of each member of the firm or partnership must be shown; or if made by a corporation, the proposal shall show the name of the State under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary, and treasurer of said corporation. If the proposal is signed by an agent, a "Power of Attorney" must be filed with the proposal.

The proposal shall be submitted as directed in Section I NOTICE TO CONTRACTORS and identifying the project to which the proposal relates and the time and date of the bid opening therefore. Proposals which are not properly marked may be disregarded. Proposal forms are not transferable.

2-1.06D PROPOSAL GUARANTY.

All bids shall be presented under sealed cover and accompanied by one (1) of the following forms of Bidder' s security.

1. Cash, a cashier' s check, a certified check, or a Bidder' s bond executed by an admitted surety insurer, made payable to the City.
2. The security shall be in an amount equal to at least ten percent (10%) of the amount bid. A bid will not be considered unless one (1) of the forms of Bidder's security is enclosed with it.
3. A Bidder' s bond will not be accepted unless it conforms to a bond form approved by the City Attorney. Upon request "Bidder's Bond" forms may be obtained from the Department.

2-1.06G PREVIOUS DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING.

A bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local project because of a violation of law or a safety regulation.

2-1.11 COMPETENCY OF BIDDERS.

If two (2) or more prospective Bidders desire to bid jointly as a joint venture on a single project, they must file an affidavit of joint venture with the Bid on a form approved by the City Attorney, and such affidavit of joint venture will be valid only for the specific project for which it is filed. If such affidavit of joint venture is not filed as aforesaid and approved by the City Attorney prior to the time for awarding bids on the specific project for which it is submitted, a joint bid submitted by said Bidders will be disregarded. No bid will be accepted from or a Contract awarded to any Bidder to whom a proposal form has not been issued pursuant to Section 2-1.05 PROPOSAL FORMS of these Specifications.

2-1.12 GUARANTY AND WARRANTY.

The Contractor shall guarantee and warrant all materials supplied as being fit for the purpose intended. The Contractor shall guarantee and warrant all work performed as having been accomplished in a proper and workman-like manner. The guarantee and warranty required by this section shall continue for a period of one (1) year after Acceptance of the Work.

Should any failure of the work occur within a period of one (1) year, after Acceptance of the project by the City Council due to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly make the needed repairs at his or her expense.

The City is hereby authorized to make such repairs if the Contractor fails to make or undertake with due diligence the aforesaid repairs within ten (10) working days after

being given written notice of such failure; provided, however, that in case of emergency where in the opinion of the Engineer of Work, providing a reasonable attempt has been made to notify the Contractor, delay would cause serious loss or damages, or a serious hazard to the public, the repairs may be made or lights, signs, and barricades erected without prior notice to the Contractor, and the Contractor shall pay the entire cost thereof. At the completion of the work the faithful performance bond may be reduced at the discretion of the City Council to not less than ten percent (10%) of the Contract price to cover said guarantee. Additional guarantees or warranties may be required by the Special Provisions.

2-1.40 WITHDRAWAL OF PROPOSALS.

Any bid may be withdrawn at any time prior to the time fixed in the public notice for the deadline submission of bids only by written request for the withdrawal of the bid filed with the Director. The request shall be executed by the bidder or his or her duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after the deadline for submission of bids nor may any bid be withdrawn after the time fixed in the public notice for deadline for submission of bids. Immediately following the deadline for submission of bids all bids shall become the property of the City of Goleta and City is under no obligation to return.

2-1.47 BID RELIEF.

If the Bidder claims a mistake was made in his or her bid, the Bidder shall give the Department written notice within five (5) calendar days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred. No relief from a claimed mistaken bid shall be granted unless such mistake clearly appears on the face of the bid submitted to the City. Claimed mistakes on backup worksheets, spreadsheets, computerized bidding programs, or any other similar calculative bidding mistake which is not apparent on the face of the bid shall not under any circumstance be considered as a basis for relief. The burden of proving the occurrence of a mistake entitling a bidder to relief from its bid rests entirely on the bidder. Relief from bids shall be in the City's sole discretion.

SECTION 3. CONTRACT AWARD AND EXECUTION

3-1.04 CONTRACT AWARD.

The right is reserved to reject any and all proposals. The award of the Contract, if it be awarded, will be to the lowest responsible Bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made within ninety (90) working days after the public opening of the proposals. If the lowest responsible Bidder refuses or fails to execute the Contract, the Goleta City Council may award the Contract to the second lowest responsible Bidder. Such award, if made, will be made within one-hundred and twenty (120) working days after the public opening of proposals. If the second lowest responsible Bidder refuses or fails to execute the Contract, the City may award the Contract to the third lowest responsible Bidder. Such award, if made, will be made within one hundred and twenty (120) working days after public opening of the proposals. The periods of time specified above within which the award of Contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the Goleta City Council and the Bidder concerned.

All bids will be compared on the basis of the Director' s estimate of the quantities of work to be done.

3-1.05 CONTRACT BONDS.

The successful Bidder, simultaneously with the execution of the Contract, will be required to furnish a payment bond in an amount equal to one hundred percent (100%) of the Contract price, and a faithful performance bond in an amount equal to one hundred percent (100%) of the Contract price; said bonds shall be in a form approved by the City Attorney and shall be secured by a surety company satisfactory to the City Attorney. If the Contract price increases by the issuance of Change Orders, the Contractor shall within ten (10) working days provide a commensurate increase in the penal amounts of the bonds required.

Furthermore, the successful bidder shall furnish a certificate from the County Clerk as required by California Civil Code of Procedure Section 995.660(a)(3).

3-1.18 CONTRACT EXECUTION.

The Contract, in form and contents satisfactory to the City, shall be executed by the successful Bidder and returned, together with the Contract bonds and certificates of insurance within ten (10) calendar days, after written notice that the Contract has been awarded. No proposal shall be considered binding upon the City until the execution of the Contract by the City.

3-1.20 FAILURE TO EXECUTE CONTRACT.

Failure of the lowest responsible Bidder, the second lowest responsible Bidder, or the third lowest responsible Bidder to execute the Contract and file acceptable bonds and insurance as provided herein within fifteen (15) working days after such Bidder has received notice that the Contract has been awarded to him or her shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee to the City as Liquidated Damages. The successful Bidder may file with the Goleta City Council a written notice, signed by the Bidder or his or her authorized representative, specifying that the Bidder will refuse to execute the Contract if presented to him or her. The filing of such notice shall have the same force and effect as the failure of the Bidder to execute the Contract and furnish acceptable bonds and insurance within the time prescribed by Section 3-1.18 CONTRACT EXECUTION of these Specifications.

SECTION 4. SCOPE OF WORK

Not used.

SECTION 5. CONTROL OF WORK

5-1 MEANS, METHODS AND APPLIANCES.

The means, methods, and appliances adopted by the Contractor shall be planned and executed to produce the highest grade quality of work and will enable the Contractor to complete the Work in the time agreed upon. The City and Engineer shall not supervise, direct, or have control over, or be responsible for, Contractor’s means, methods, and appliances of construction or for the safety precautions and programs incident thereto, or for any failure of Contractor to comply with laws and regulations applicable to the furnishing or performance of Work.

5-1.04 COORDINATION OF PLANS AND SPECIFICATIONS.

These City of Goleta Construction Specifications, the State Standard Specifications, the Standard Plans, the Standard Drawings, project Plans, project Special Provisions (and any addenda), the Agreement, Contract Change Orders, and all supplementary documents are all essential parts of the Contract between Contractor and the City. A requirement occurring in one (1) is as binding as though occurring in all. They are intended to be complementary, and to describe and provide for a complete work.

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these specifications, the Special Provisions, or the Plans, the Contractor shall apply in writing to the Director for such further explanations as may be necessary and shall conform to them as part of the Contract. In the event of any doubt or question arising respecting the true meaning of these specifications, the special provisions or the Plans, reference shall be made to the Director, whose decision thereon shall be final.

In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct. Detail drawings shall prevail over general drawings.

5-2 CONTRACTOR'S RESPONSIBILITY FOR WORK.

Unless specified otherwise in the Contract Documents, until the formal acceptance of the Work by the City, the Contractor shall have the charge and care and shall bear the risk of damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or non-execution of the Work.

The Contractor shall rebuild, repair, restore, and make good all damages to any portion of the Work occasioned by any of the above causes before final acceptance and shall bear the expense, except such damages occasioned by the acts of the Federal government or acts of war.

In case of suspension of work from any cause whatsoever, the Contractor shall be responsible for the Work as previously specified and shall also be responsible for all materials delivered to the Work. Where necessary to protect the Work from damage, the Contractor shall, at its own expense, provide suitable drainage of the worksite and erect such temporary structures as necessary to protect the Work from damage during any period of suspension of work.

The Contractor shall provide 24-hour emergency service for all maintenance and operations of the Work specified and shall supply the City with the name and phone number of the responsible person. Contractor will respond to requests for emergency service for the Work promptly upon notification. If the Contractor fails to provide this service after notice from City, City may perform such emergency service and the cost thereof shall be deducted from the next Progress Pay Estimate due the Contractor.

SECTION 6. CONTROL OF MATERIAL

6-2.04 MATERIAL SITES.

Local material sites used by the Contractor shall be graded so that, at the time of final inspection of the Contract, they will drain and will blend in with the surrounding terrain.

SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY

7-1.01 PREVAILING WAGE.

Pursuant to the provisions of California Labor Code Section 1773, the City has identified the source, stated below, of the general prevailing rate of wages applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. The wage rates may be obtained from the State Department of Industrial Relations and/or the following website address:
https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm , and are a part of the Contract. Pursuant to California Labor Code Section 1773.2, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the work.

7-1.02 SOUND CONTROL REQUIREMENTS.

The Contractor shall additionally conform to the provisions of Goleta Municipal Code 12.02.480 Noise, Dust and Debris where they are more restrictive than these specifications.

7-1.03 ASBESTOS.

The Contractor shall comply with all rules, regulations, statutes and ordinances regarding asbestos removal and disposal, including but not limited to, 42 U.S.C. Sections 7401, 7412 and 7601 and 40 C.F.R. Part 61, Subpart M. If the Contractor discovers that a building to be demolished or renovated contains asbestos containing material, the Contractor shall immediately cease work and notify the City.

7-1.04 HIGHWAY CONSTRUCTION EQUIPMENT.

Pursuant to the authority contained in Vehicle Code Section 591, the Department has determined that, within such areas as are within the limits of the project and are open to the public traffic, the Contractor shall comply with all the requirements set forth in Vehicle Code Divisions 11, 12, 13, 14, and 15. Attention is directed to the statement in Section 591 that this section shall not relieve the Contractor or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of equipment and the protection of the public from injury and damage from such equipment.

7-1.05 CITY OF GOLETA ENCROACHMENT PERMITS.

The Contractor need not obtain a separate encroachment permit from the City prior to construction within street rights-of-way or other City rights-of-way. Execution of the Contract by the City shall be deemed an encroachment permit for work required by the

Contract within rights-of-way. All work shall conform to the rules and regulations of encroachment permits and shall be subject to the inspection and approval of the Director.

7-1.06 CITY OF GOLETA BUSINESS LICENSE.

The Contractor shall obtain a business license from the City prior to commencing work.

7-1.07 PERMIT FOR TRENCHING OR EXCAVATION.

For trenches or excavation five (5) feet or deeper, the Contractor shall obtain from the Division of Industrial Safety, a permit authorizing such construction.

7-1.08 OTHER PERMITS.

The Contractor in coordination with the Director shall procure any necessary permits which the City is not specifically mentioned as obtaining.

7-1.09 PROJECT APPEARANCE.

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

When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly. The Contractor shall furnish trash bins for all debris from structure construction. All debris shall be placed in trash bins daily. Forms or falsework that are to be reused shall be stacked neatly concurrently with their removal. Forms and falsework that are not to be reused shall be disposed of concurrently with their removal.

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

7-1.10 SAFETY.

It is the intent of the parties that the City is not an exposing, creating, controlling, or correcting employer under California Labor Code section 6400. In accordance with generally accepted construction practices and State law, the Contractor shall have the authority and be solely and completely responsible for conditions on the job site, including safety of all persons and property during performance of the Work. Moreover, the Contractor shall be the controlling employer and has the authority and responsibility to enforce worksite safety. The Contractor shall be responsible for conducting daily safety inspections and assuring all hazards and violations are abated. The Contractor is responsible for assuring that all subcontractors adhere to the minimum CAL/OSHA safety requirements and that each subcontractor has an effective CAL/OSHA IIP (Illness and Injury Protection Program) in place that specifically addresses all potential exposures, such as, but not limited to, fall protection, confined space, and trenching/shoring. These requirements shall apply continuously and not be limited to normal working hours. The Contractor shall be responsible for any delay costs or damages in the event the progress of Work is slowed or stopped due to a safety violation.

The services of the Director in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor' s Work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near the

construction site. If a City employee observes a safety violation, the City employee will report the violation to the Contractor who is then responsible for assuring the violation is abated.

The Contractor is hereby informed that Work on this project could be hazardous. The Contractor shall carefully instruct all personnel working in potentially hazardous Work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to Work underground.

All Work and materials shall be in strict accordance with all applicable State, City, County, and Federal Rules, Regulations, and Codes, and attention is drawn to the requirements of CAL/OSHA. The Contractor shall be solely responsible for compliance with all City, County and State blasting requirements and for any damages caused by his or her operations.

The Contractor shall conduct its work so as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the Work and to ensure the protection of persons and property. No road or street shall be closed to the public except with the permission of the Director and the written approval by the proper governmental authority. Fire hydrants on or adjacent to the Work shall be accessible to firefighting equipment. Temporary provisions shall be made by the Contractor to ensure the use of sidewalks, private and public driveways and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses.

In accordance with State Labor Code Section 6705, the Contractor shall submit to the City specific plans to show details of provisions for worker protection from caving ground. This in no way relieves the Contractor from the requirement of maintaining safety in all operations performed by the Contractor or the Contractor's subcontractors. The detailed Plan showing design of shoring, bracing, sloping or other provisions shall be prepared and stamped by a registered civil or structural engineer in the State of California as required. Acceptance by the City or its designated agent only constitutes acknowledgment of the submission and does not constitute review or approval of the designs, design assumptions or criteria, completeness of submissions, applicability to areas of intended use, nor implementation of the Plans, which are solely the responsibility of the Contractor and his or her registered engineer.

Notwithstanding any classifications relative to the Tunnel Safety Orders, Work within confined spaces on this project is subject to the definitions and applicable provisions of California Code of Regulations Section 8400 et seq., Title 8.

The Contractor shall so perform its Work as not to expose personnel to, or to discharge into the atmosphere from any source whatever, smoke, dust, asbestos, toxic chemicals or other air contaminants in violation of the laws, rules, and regulations of the governmental entities having jurisdiction. Contractors or subcontractors removing one hundred (100) feet or more square feet of asbestos must be "Certified" in accordance with State law. All Work involving exposure to asbestos and all other hazardous materials shall be performed with protection of personnel in compliance with all applicable regulations and safety requirements.

Nothing in these General Conditions is to be construed to permit Work not conforming to governing codes. When Contract Documents differ from governing codes, the Contractor shall furnish and install the higher standards called for without extra charge. All equipment furnished shall be grounded and provided with guards and protection as required by safety codes. Where vapor tight or explosion proof electrical installation is required by code, this shall be provided. In accordance with the provisions of Labor Code Section 6707, the Contractor shall provide adequate sheeting, shoring and bracing

7-1.10A CONFINED SPACES.

Confined spaces requires compliance with CAL/OSHA and Federal OSHA requirements. Confined spaces for the purposes of this Section shall be as defined by the Division of Industrial Safety. Work within confined spaces of this project is subject to the definitions and applicable provisions of Section 5156 *et seq*., Title 8, Division 1, Chapter 4, Subchapter 7, Group 16, Article 108 of California Code of Regulations, and Title 29 Part 1926 of the Code of Federal Regulations.

In addition the City classifies the following existing facilities as confined space: the interior of pipelines, vaults, manholes, reservoirs and any other such structure or space which is similarly surrounded by confining surfaces as to permit the accumulation of dangerous gases or vapors. The confined spaces are “permit” confined spaces as defined by OSHA and CAL/OSHA and therefore entry is allowed only through compliance with a confined space entry permit program by the Contractor that meets the requirements of 8 C.C.R. Section 5157. While the above mentioned locations have been identified as permit confined spaces, other permit confined spaces may exist. It shall be the responsibility of the Contractor to identify and classify these confined spaces.

It is anticipated that the Contractor may encounter hazardous conditions within these permit confined spaces which include, but are not limited to the following:

a. Exposure to hydrogen sulfide, methane, carbon dioxide and other gases and vapors commonly found in municipal sewers which could have or has the potential of having Immediate Danger to Life or Health Conditions (IDLH).

b. Exposure to atmosphere containing insufficient oxygen to support human life.

c. Exposure to combustible, flammable and/or explosive atmosphere.

d. Exposure to sewage which may contain bacteriological, chemical and other constituents harmful to humans.

e. Work in conditions where engulfment or entrapment may occur.

f. Work in environments which may be slippery and/or have uneven work surfaces.

g. Work in structures where workers may trip, slip and/or fall several feet.

h. Exposure to an oxygen enriched environment.

7-1.11 RESPONSIBILITY FOR DAMAGE.

The City of Goleta and its officers, agents, employees, and volunteers, including but not limited to the Director, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the work or any part thereof; for any loss or damage to any of the materials or any things used or employed in performing the work; for injury to or death of any person, either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, his or her workers, or anyone employed by the Contractor or his or her subcontractors.

The Contractor shall be responsible for any liability imposed by law and for injuries to, or death of, any person including, but not limited to, workers and the public, or damage to property resulting from defects or obstructions, or from any cause whatsoever during the progress of the work or at any time before its completion and final Acceptance.

To the fullest extent allowed by law, the Contractor shall defend (through counsel acceptable to the City), indemnify, and save harmless the City of Goleta and its officers, agents, employees, and volunteers from all claims, suits, or actions of every name, kind, and description, brought forth, or on account of, injuries to or death of any person including, but not limited to, workers and the public, or damage to property resulting from the performance of the Contract, except as otherwise provided by statute.

The duty of the Contractor to defend, indemnify, and save harmless includes, but is not limited to, the duties to defend as set forth in Civil Code Section 2778.

The Contractor waives any and all rights to any type of express or implied indemnity against the City, its officers, agents, employees, or volunteers.

It is the intent of the parties that the Contractor will defend, indemnify, and hold harmless the City of Goleta, its officers, agents, employees, and volunteers from any and all claims, suits, or actions as set forth above regardless of existence or degree of fault or negligence, whether active or passive, primary, or secondary, on the part of the City, the Contractor, the subcontractor or employee of any of these; except duty does not apply where the injury or damage is due to the sole or active negligence of the City.

The Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Contract for the full period of time allowed by law. The defense and indemnity obligations of this Contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Contract. The parties intend that the defense and indemnity obligations in this Contract shall be broadly construed.

In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the City may be retained by the City until disposition has been made of such suits or claims for damages. The retention of money due the Contractor shall be subject to the following:

A. The City will give the Contractor thirty (30) working days' notice of its intention to retain funds from any partial payment which may become due to the Contractor prior to Acceptance of the Contract. Retention of funds from any payment made after Acceptance of the Contract may be made without such prior notice to the Contractor.

B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06 PARTIAL PAYMENTS of these Specifications.

C. If the City had retained funds and it is subsequently determined that the City is not entitled to be indemnified and saved harmless by the Contractor in connection with the matter for which such retention was made, the City shall be liable for interest on the amount retained at the legal rate of interest for the period of such retention.

7-1.12 INSURANCE COVERAGE.

A. Evidence of Maintenance Required. The Contractor shall, at all times, maintain in full force and effect at a minimum the insurance required by this section; and the Contractor shall not allow any subcontractor to commence work until similar insurance required of the subcontractor has been obtained and filed. An original Certificate of Insurance, and copies of all required endorsements, all in a form approved by the Director, evidencing all required coverage or policies shall be filed after the award of the bid and prior to approval of the Contract by the City Council. Contractor shall provide ten (10) working days prior written notice to the City of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Goleta as Certificate holder.

B. Qualifying Insurers. With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best' s Insurance Reports.

C. Insurance Required. Commercial General Liability, automobile liability, and workers' compensation insurance shall be maintained as follows in the insurance requirements as follows:

1.	Commercial General Liability for Minor Construction Projects (Projects under $1,000,000)	$2,000,000 each occurrence $4,000,000 aggregate $5,000,000.00 Umbrella or excess liability Personal Injury: $2,000,000 each occurrence $4,000,000 aggregate $5,000,000.00 Umbrella or excess liability

Commercial General Liability for Major Construction Projects	$5,000,000 each occurrence $10,000,000 aggregate $25,000,000.00 Umbrella or excess liability
	Personal Injury:
(Projects over $1,000,000)	$5,000,000 each occurrence $10,000,000 aggregate $25,000,000.00 Umbrella or excess liability

The Commercial General Liability policy shall include coverage or endorsements for:

a. Completed operations.

b. Losses related to independent contractors, products and equipment.

c. Explosion, collapse and underground hazards.

The Commercial General Liability insurance shall include the following, copies of which shall be provided:

a. Inclusion of the City of Goleta, and its officers, agents, employees, and volunteers, as additional insureds (except for workers" compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the Insurance Services Office (“ISO”) CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsements must include coverage for on-going and completed operations. Endorsements shall cover the City of Goleta, its officers, agents, employees, and volunteers.

b. Cross liability and severability of interest clauses providing that the insurance applies separately to each insured except with respect to the limits of liability.

c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither the City nor its insurers will be called upon to contribute to a loss.
d. Such insurance shall specifically cover the contractual liability of the CONTRACTOR.

e. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
f. Waiver of subrogation endorsement.

g. The CONTRACTOR shall furnish a certificate for the period covered.

SPECIAL NOTICE - CLAIMS MADE COVERAGE:

Liability insurance coverage may not be written on a "claims made" basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

Comprehensive Automobile Liability for bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars ($1,000,000) combined single limits per accident, applicable to all owned, non-owned, and hired vehicles.

Statutory Workers' Compensation and Employer' s Liability Insurance, including a waiver of subrogation endorsement and a Broad Form "All-States" Endorsement for all employees engaged in services or operations under the Contract.

The employer' s liability insurance shall provide limits of not less than One Million Dollars ($1,000,000) per occurrence. Both the workers' compensation and employer's liability policies shall contain the Insurer's waiver of subrogation in favor of the City, its officers, agents, employees, and volunteers.

7-1.12.2 BUILDER'S RISK/COURSE OF CONSTRUCTION INSURANCE.

The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion.

The Contractor shall secure "All Risk" type of builder' s Risk Insurance of the type covering one hundred percent (100%) of the value of the work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the work completed. The policy shall cover hazards including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke. The policies providing such insurance shall name the City as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with the City. The maximum deductible allowable under the Builder' s All Risk policy shall be five percent (5%) of the Contract amount.

Builder' s Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

7-1.12.3 OTHER INSURANCE PROVISIONS.

A. The requirements of the State Standard Specifications as to types and limits of insurance coverage to be maintained by the Contractor, and any approval of insurance by the City, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude the City from taking any other action available to it under any other provision of the Contract or law.

B. The City acknowledges that some insurance requirements contained in these provisions may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract. Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions ("SIR") must be declared on the certificate of insurance and approved by CITY in writing. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

C. The Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, the Contractor shall require its subcontractors to agree to be bound to the Contractor and the City in the same manner and to the same extent as the Contractor is bound to the City under this Contract. Additionally, the Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of the City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, the Contractor may insure subcontractor(s) under its own policy.

D. The City, its officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04.

E. The limits of insurance required in this Contract may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City (if agreed to in a written contract) before the City's own insurance shall be called upon to protect it as a named insured.

F. THE CITY RESERVES THE RIGHT TO WITHHOLD ANY PROGRESS PAYMENTS TO THE CONTRACTOR IN THE EVENT OF NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.

Additional Insurance Requirements:

Contractor's pollution liability insurance. Coverage shall provide for liability arising out of sudden, accidental, and gradual pollution, and remediation. The policy limit shall be no less than $1,000,000 per claim and in the aggregate. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for remediation of the site in the event of an environmental contamination event arising out of the materials, supplies, products, work, operations, or workmanship.

Transportation pollution liability insurance. Coverage shall be in an amount not less than $5,000,000 combined single limit per accident and shall include Pollution Liability (CA9948) and MCS-90 Endorsements. The policy shall provide coverage for transportation of pollutants/contaminants to and from the job site and the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

7-1.14 ACCEPTANCE OF CONTRACT.

When the Director has made the final inspection and determines that the Contract work has been completed in all respects in accordance with the Plans and specifications, the Director will recommend that the Goleta City Council formally accept the Contract, and immediately upon and after such Acceptance by the City, the Contractor will be responsible for the work done for a period of one (1) year.

7-1.23 NONDISCRIMINATION.

During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12900, et seq.) and the applicable regulations promulgated thereunder (California Administrative Code of Regulations, Title 2, §7285.0 et seq.) and other applicable State and Federal regulations pertaining to nondiscrimination and affirmative action which are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement."

Nondiscrimination

Under 2 CA Code of Regs § 11105:

1. During the performance of this contract, the recipient, contractor, and its subcontractors shall not deny the contract's benefits to any person on the basis 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, nor shall they discriminate unlawfully 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. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

2. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
3. Contractor or recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.
4. Recipient, contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
5. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Under 2 CA Code of Regs § 11122:

STANDARD CALIFORNIA NONDISCRIMINATION CONSTRUCTION CONTRACT SPECIFICATIONS (GOV. CODE SECTION 12990)

These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of $5,000 or more.

1. As used in the specifications:
   a. "Act" means the Fair Employment and Housing Act.
   b. "Administrator" means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing, or any person to whom the Administrator delegates authority;
2. Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall include in each subcontract of $5,000 or more the nondiscrimination clause in this contract directly or through incorporation by reference.
3. The contractor shall implement the specific nondiscrimination standards provided in paragraphs 6(a) through (e) of these specifications.
4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer members of any group protected by the Act shall excuse the contractor's obligations under these specifications, Government Code section 12990, or the regulations promulgated pursuant thereto.5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.

5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
6. The contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor must be able to demonstrate fully its efforts under steps a. through e. below:
    a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the contractor's employees are assigned to work. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligations to maintain such a working environment.
    b. Provide written notification within seven (7) working days to the director of the DFEH when the referral process of the union or unions with which the contractor has a collective bargaining agreement has impeded the contractor’s efforts to meet its obligations.
    c. Disseminate the contractor’s equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.
    d. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the contractor’s equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
    e. Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the contractor’s obligations under these specifications are being carried out.

7. Contractors are encouraged to participate in voluntary associations that assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on equal employment opportunity in the industry, ensures that the concrete benefits of the program are reflected in the contractor’s workforce participation, and can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor’s.
8. The contractor is required to provide equal employment opportunity for all persons. Consequently, the contractor may be in violation of the Fair Employment and Housing

Act (Government Code section 12990 et seq.) if a particular group is employed in a substantially disparate manner.

9. The contractor shall not use the nondiscrimination standards to discriminate against any person because 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.
10. The contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code section 12990.
11. The contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code section 12990 and its implementing regulations by the awarding agency. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code section 12990.
12. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, status, (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

7-1.24 CONTRACTOR REGISTRATION.

Registration" is added as follows: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Contract, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations."

SECTION 8. PROSECUTION AND PROGRESS

8-1.03 BEGINNING OF WORK.

The Contractor shall begin work within fifteen (15) working days from the date of a "Notice to Proceed" letter, and the Contractor shall thereafter diligently prosecute the work to completion.

The Contractor shall notify the Director, in writing, of his or her intent to commence work at least seventy-two (72) hours before work is begun. The notice shall specify the date on which the Contractor intends to begin work. If a project has more than one (1) location of work, a separate notice shall be given for each location.

Should the Contractor begin work in advance of issuance a "Notice to Proceed," any work performed in advance of such issuance shall be considered to have been done at Contractor' s own risk and as a volunteer.

8-1.15 WASTE REDUCTION.

All procurements for Compost, Mulch, and Paper Products made on behalf of the City must comply with Goleta Municipal Code Chapter 8.10.900 “Procurement Requirements for City Departments, Direct Service Providers, and Vendors”

a. All paper products and content printing and writing paper shall consist of at least thirty percent (30%) by fiber weight post-consumer fiber; and
b. All compost and mulch products must be purchased from a processing facility that does not solely utilize chip and grind methods to produce either product; and
c. All proof of purchase records including weight tickets, receipts, invoices shall be provided to city project manager in a timely manner; and
d. Contractor shall work with city project manager to submit all required procurement records to the Environmental Services Division.

All covered projects must comply with Goleta Municipal Code Chapter 8.10 Article IV “Mandatory Recycling of Construction and Demolition Waste” including but not limited to:

a. Complete and submit a Certification of Implementation and submit to Director—five (5) working days before construction begins.
b. Receive an approved Certificate of Implementation from the Environmental Services Division
c. Manage and track all project materials as well as waste generated to achieve greater than or equal to sixty-five percent (65%) diversion through waste reduction, reuse, and recycling; and
d. Collect all weight tickets and other records associated with project materials as well as waste generated and provide records to designated city project manager in a timely manner; and
e. At least five (5) working days prior to final inspection/project closeout, complete and submit a Post-Construction Waste Reduction & Recycling Summary Report (WRRS) to Environmental Services Manager (or designee) including the WRRS form, weight tickets, and other relevant records.

SECTION 9. MEASUREMENT AND PAYMENT

9-1.05 STOP PAYMENT NOTICES.

The City may, at its option and at any time, retain amounts due to the Contractor, sums sufficient to cover claims (including costs and attorney' s fees), filed pursuant to California Civil Code Section 9350 et seq.

9-1.06 PARTIAL PAYMENTS.

The City, once in each month, shall cause an estimate in writing to be made by the Engineer. The estimate shall include the total amount of work done and acceptable materials furnished, provided the acceptable materials are listed as eligible for partial payment as materials in the special provisions and are furnished and delivered by the Contractor on the ground and not used or are furnished and stored for use on the contract, if the storage is within the State of California and the Contractor furnishes evidence satisfactory to the Engineer that the materials are stored subject to or under the control of the Department, to the time of the estimate, and the value thereof. The estimate shall also include any amounts payable for mobilization. Daily extra work reports furnished by

the Contractor less than five (5) working days before the preparation of the monthly progress estimate shall not be eligible for payment until the following month's estimate.

The amount of any material to be considered in making an estimate will in no case exceed the amount thereof which has been reported by the Contractor to the Engineer on forms properly filled out and executed, including accompanying documentation as therein required, less the amount of the material incorporated in the work to the time of the estimate. Only materials to be incorporated in the work will be considered. The estimated value of the material established by the Engineer will in no case exceed the contract price for the item of work for which the material is furnished.

The Department shall retain five percent (5%) of such estimated value of the work done and five percent (5%) of the value of materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of the Contract by the Contractor.

The Department shall pay monthly to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No monthly estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract.

No monthly estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

Attention is directed to the prohibitions and penalties pertaining to unlicensed contractors as provided in Business and Professions Code Sections 7028.15(a) and 7031.

9-1.065 PAYMENT OF WITHHELD FUNDS.

Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the Contract pursuant to Section 9-1.06 of these Specifications without any retention. If the Contractor so elects, a deposit with the City of securities with a value equivalent to the retention that would otherwise be withheld by the City shall be made. Said security shall be as provided in California Public Contract Code Section 22300 and shall be approved by the City both as to sufficiency and form. In the alternative, the Contractor may elect to deposit such securities in an escrow account and enter into a standard form Public Works Retention Release/Escrow Agreement. Blank Agreements are available from the Public Works Director and the City Attorney' s Office.

9-1.10 ARBITRATION.

Arbitration is not permitted.

9-1.11 CLAIMS FOR EXTRA COMPENSATION FOR DELAYS.

It is understood and agreed by the City and the Contractor that the Contractor will incur overhead costs for temporary facilities, superintendence, home office overhead, and similar cost items, and that the costs of such overhead for the full Contract period through the specified completion date are included in the Contractor's lump sum bid amounts included in his accepted Proposal. No additional compensation will be made to the Contractor for claims of increased overhead costs occurring within the originally specified

construction Contract period plus any time extensions granted by Change Order. No compensation for extended performance will be granted unless the delay exceeds more than half of the float time available at the time of the delay."

9-1.12 DISPUTES

DISPUTES. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

CLAIMS. For purposes of this Section, “Claim” means a separate demand by CONTRACTOR, after a change order duly requested in accordance with the terms of this Contract has been denied by the CITY, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of CONTRACTOR pursuant to the Contract, or (C) an amount the payment of which is disputed by the CITY. A “Claim” does not include any demand for payment for which CONTRACTOR has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents. Claims governed by this Section may not be filed unless and until CONTRACTOR completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and CONTRACTOR’s request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) calendar days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the CITY and shall include on its first page the following in 16 point capital font: “THIS IS A CLAIM.” Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

Supporting Documentation. The CONTRACTOR shall submit all claims in the following format:
Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made
List of documents relating to claim:
Specifications
Drawings
Clarifications (Requests for Information)
Schedules
Chronology of events and correspondence
Analysis of claim merit
Analysis of claim cost
Time impact analysis in CPM format

Other

If CONTRACTOR's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, CONTRACTOR shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, shall be in accordance with Government Code section 12650 et seq.

CITY'S RESPONSE. Upon receipt of a claim pursuant to this Section, CITY shall conduct a reasonable review of the claim and, within a period not to exceed forty-five (45) calendar days, shall provide CONTRACTOR a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within sixty (60) working days after the public entity issues its written statement.

If CITY needs approval from City Council to provide the CONTRACTOR a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the forty-five (45) working 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, CITY shall have up to three working days following the next duly publicly noticed meeting of the City Council after the forty-five (45) working-day period, or extension, expires to provide CONTRACTOR a written statement identifying the disputed portion and the undisputed portion.

Within thirty (30) working days of receipt of a claim, CITY may request in writing additional documentation supporting the claim or relating to defenses or claims CITY may have against the CONTRACTOR. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of CITY and the CONTRACTOR.

CITY's written response to the claim, as further documented, shall be submitted to CONTRACTOR within thirty (30) working days (if the claim is less than $50,000, within fifteen (15) working days) after receipt of the further documentation, or within a period of time no greater than that taken by CONTRACTOR in producing the additional information or requested documentation, whichever is greater.

MEET AND CONFER. If the CONTRACTOR disputes CITY's written response, or CITY fails to respond within the time prescribed, the CONTRACTOR may so notify CITY, in writing, either within fifteen (15) calendar days of receipt of CITY's response or within fifteen (15) calendar days of CITY'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 receipt of a demand, CITY shall schedule a meet and confer conference within thirty (30) calendar days for settlement of the dispute.

MEDIATION. Within ten (10) working days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, CITY shall provide the CONTRACTOR 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 sixty (60) working days after CITY issues its written statement. Any disputed portion of the claim, as identified by CONTRACTOR in writing, shall be submitted to nonbinding mediation, with CITY and CONTRACTOR sharing the associated costs equally. CITY and CONTRACTOR shall mutually agree to a mediator within ten (10) working days after the disputed portion of the claim has been identified in writing unless the parties agree to select a mediator at a later time.

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.

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.

Unless otherwise agreed to by CITY and 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.

The mediation shall be held no earlier than the date CONTRACTOR completes the Work or the date that CONTRACTOR last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation unless a new unrelated claim arises after mediation is completed.

Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, CONTRACTOR must file a claim pursuant to 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 CONTRACTOR submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

CIVIL ACTIONS. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

Within sixty (60) calendar days, but no earlier than thirty (30) calendar days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures. The mediation process shall provide for the selection within fifteen (15) calendar days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) calendar days of the submittal, and shall be concluded within fifteen (15) calendar days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

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 1114.11 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.

In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, CONTRACTOR must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the CITY. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by CONTRACTOR. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, CONTRACTOR shall be barred from bringing and maintaining a valid lawsuit against the CITY. A Government Code claim must be filed no earlier than the date the work is completed or the date CONTRACTOR last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

9-1.17 PAYMENT AFTER ACCEPTANCE.

Final Payment shall be made in accordance with this section. The Contractor shall, after the completion of the Contract, submit a final estimate of the amount of work done thereunder and the value of such work. Upon approval of the estimate by the Director, the City of Goleta shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of thirty-five (35) working days from the date of Acceptance of the work by the City Council, and thirty-five (35) calendar days after filing of the Notice of Completion with the County of Santa Barbara.

No certificate given or payments made under the Contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the Contract, either wholly or in part, and no payment (including the final payment) or certificate shall be construed to be an Acceptance of any defective work or improper materials. Final payment shall not release the Contractor from one (1) year guarantee of the work as provided in Section 7-1.14 ACCEPTANCE OF CONTRACT and Section 2-1.12 GUARANTEE AND WARRANTY of these Specifications.

END OF CITY OF GOLETA CONSTRUCTION SPECIFICATIONS

SECTION VII

SPECIAL PROVISIONS

CITY OF GOLETA

BOOK 2 OF 2

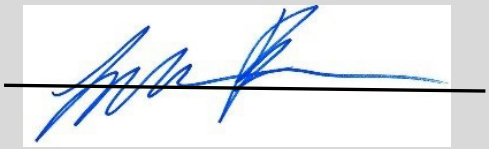
SPECIAL PROVISIONS

FOR

SAN JOSE CREEK MULTIPURPOSE PATH PROJECT

CITY PROJECT NUMBER: 9006
FEDERAL AID PROJECT NO. BRLS-5481(022)

~~Received By:~~



~~Luz "Nina" Buelna, P.E.~~

~~Public Works Director~~

~~The Engineers whose stamp and signature appear herein are in responsible charge of preparing these plans and specifications.~~

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CITY PROJECT NO. 9006

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

CIVIL

3/27/25

F. Jose Silva, Registered Civil Engineer
Dewberry Engineers Inc.



STRUCTURES

3/27/25

Kevin J. Ross, Registered Civil Engineer
Dewberry Engineers Inc.



ELECTRICAL

3/27/25

Kin Y. Chan, Registered Civil Engineer
Bennett Engineering Services



Contents

SPECIAL PROVISIONS 1
BASE BID 1
SCOPE OF SPECIAL PROVISIONS 1
DIVISION I GENERAL PROVISIONS 2
1 GENERAL 2
2 BIDDING 6
3 CONTRACT AWARD AND EXECUTION 11
4 SCOPE OF WORK 13
5 CONTROL OF WORK 15
6 CONTROL OF MATERIALS 35
7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC 43
8 PROSECUTION AND PROGRESS 64
9 PAYMENT 83
DIVISION II GENERAL CONSTRUCTION 95
10 GENERAL 95
12 TEMPORARY TRAFFIC CONTROL 99
13 WATER POLLUTION CONTROL 115
14 ENVIRONMENTAL STEWARDSHIP 124
15 EXISTING FACILITIES 151
DIVISION III EARTHWORK AND LANDSCAPE 151
17 GENERAL 151
19 EARTHWORK 152
21 EROSION CONTROL 156
DIVISION V SURFACINGS AND PAVEMENTS 160
37 SEAL COATS 160
39 ASPHALT CONCRETE 173
40 CONCRETE PAVEMENT 174
DIVISION VI STRUCTURES 178
49 PILING 178
51 CONCRETE STRUCTURES 184
52 REINFORCEMENT 185
60 EXISTING STRUCTURES 186
DIVISION VIII MISCELLANEOUS CONSTRUCTION 189
72 SLOPE PROTECTION 189
75 MISCELLANEOUS METAL 190
78 INCIDENTAL CONSTRUCTION 191
80 FENCES 192
DIVISION IX TRAFFIC CONTROL DEVICES 192
82 SIGNS AND MARKERS 192

83 RAILINGS AND BARRIERS 193
DIVISION X ELECTRICAL WORK 204
86 GENERAL 204
87 ELECTRICAL SYSTEMS 205
DIVISION XI MATERIALS 210
90 CONCRETE 210
96 GEOSYNTHETICS 212
BID ALTERNATE "A" SPECIAL PROVISIONS 213
5 CONTROL OF WORK 213
8 PROSECUTION AND PROGRESS 217
9 PAYMENT 217

APPENDICES

APPENDIX A
- MISCELLANEOUS FORMS AND DOCUMENTS

APPENDIX B
- RESTORATION CONTRACTOR MITIGATION WORK

APPENDIX C
- PERMITS, LICENSES, AGREEMENTS, AND CERTIFICATIONS

APPENDIX D
- ENVIRONMENTAL COMMITMENTS RECORD

APPENDIX E
- TREE INVENTORY AND PROTECTION PLAN

APPENDIX F
- FEDERAL REQUIREMENTS FOR FEDERAL AID PROJECTS

SPECIAL NOTICES

- Attention is directed to Section 9-1.03 PAYMENT SCOPE of the Standard Specifications: "Full compensation for work specified in Divisions I, II, and XI is included in the payment for the bid items unless:

    1. Bid item for the work is shown on the Bid Item List
    2. Work is specified as change order work

SPECIAL PROVISIONS
FOR THE
CITY OF GOLETA
SAN JOSE CREEK MULTIPURPOSE PATH
FEDERAL AID PROJECT NO. BRLS-5481(022)

BASE BID
SCOPE OF SPECIAL PROVISIONS

The work described in these Special Provisions shall be performed in conformance with the latest editions of the 2023 State Standard Specifications. Standard Special Provisions, and Plans, City of Goleta Construction Specifications, City of Goleta Design and Construction Standards, and Revised Standard Specifications, Standard Special Provisions, and Plans, except insofar as these Special Provisions may modify them.

Numbering in these Special Provisions conforms to that in the State Standard Specifications. The existence of a Section in these Special Provisions means that the corresponding Section in the State Standard Specifications is modified in some respect.

Construction materials, payments, etc., for items of work shown in the proposal and on the plans but not specifically mentioned in these Special Provisions are referred to the State Standard Specifications for conformance.

DISCREPANCIES AND OMISSIONS

Any discrepancies or omissions found in the Contract Documents shall be reported to the Engineer immediately. The Engineer will clarify discrepancies or omissions, in writing, within reasonable time.

In resolving inconsistencies among two or more Sections of the Contract Documents, precedence shall be given in the following order:

1. Change Orders
2. Addenda
3. The Agreement
4. Special Provisions upon Specifications
5. Plans shall govern in matters of quantity and measurement
6. Specifications govern in matters of quality
7. Profile Plans govern upon Layout Plans
8. Specific Notes shall govern over other/general notes
9. Larger scale drawings shall govern within smaller scale ones
10. Detail plans govern over standard plans
11. Figured or numerical dimensions govern over dimensions obtained by scaling.
12. 2023 State Standard Specifications and Revised Standard Specifications, Standard Special Provisions, and Plans

13. City of Goleta Construction Specifications
14. County of Santa Barbara Engineering Design Standards
15. Where provisions of codes, safety orders, Contract Documents, referenced manufacturers' specifications, or industry standards conflict, the more restrictive and higher quality shall govern.
16. Addenda shall take precedence over all Sections referenced therein. Figure dimensions on Drawings shall take precedence over general Drawings.

ORGANIZATION

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

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

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

^^

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to Section 1-1.06:

ACOE	United States Army Corps of Engineers
BOE	Basis of Estimate
BMP	Best Management Practices
CA	California
CALC	Calculations
CDFG	California Department of Fish and Wildlife
CFR	Code of Federal Regulations
CGP	City General Permit
CSMP	Construction Site Monitoring Program
CLSM	Controlled Low Strength Material
CMIS	Construction Management Information Software
CY	Cubic Yard
DBH	Diameter at Breast Height
DTSC	Department of Toxic Substances Control
EA	Each
EBD	Escrow Bid Documents
ECR(s)	Environmental Commitment Record(s)

ELAP	Environmental Laboratory Accreditation Program
EPA	Environmental Protection Agency
EPIMS	Environmental Permit Information Management System
FAA	Federal Aviation Administration
LAPM	Local Assistance Procedures Manual
lb	Pound
LF	Linear Foot
MARAD	Unitied States Maritime Administration
METS	Department's Materials Engineering and Testing Services
MTD	Santa Barbara Metropolitan District
N/A	Not Applicable
NAHC	Native American Heritage Commission
NESHAP	National Emission Standards for Hazardous Air Pollutants
NMFS	National Marine Fisheries Service
NRMCA	National Ready Mix Concrete Association
NTP	Notice to Proceed
OSD	Office of Structural Design
OSHA	Occupational Safety and Health Administration
(P)	Partial Payment
PECE	Permanent Erosion Control Establishment
PCMS	Portable Changeable Message Sign
PDF	Portable Document Format
PLAC	Permit, License, Agreement, Certification, or any combination of these
PM	Postmile
PRC	Public Resources Code
PUC	Pedestrian Undercrossing
RSS	Revised Standard Specifications
SB	Santa Barbara
SD	Shop Drawings
SF	Square Feet
TCLP	Toxicity Characteristic Leaching Procedure
RW	Retaining Wall
RWQCB	Regional Water Quality Control Board
SR	State Route
SY	Square Yards
TBD	To Be Determined
TMECC	Test Methods for the Examination of Composting and Compost
QA	Quality Assurance
QC	Quality Control
UCSB	University of California Santa Barbara
US EPA	United State Environmental Protection Agency
USDOT	United States Department of Transportation
USFWS	United States Fish & Wildlife Service
WDID	Waste Discharge Identification
WET	Waste Extraction Test

Add or replace the various items of Section 1-1.07 DEFINITIONS:

Whenever in the State Standard Specifications, Special Provisions, Notice to Contractors, Proposal, Contract, or other contract documents, the following terms are used, the intent and meaning must be interpreted as follows:

Agency: City of Goleta
State: California Department of Transportation or City of Goleta to be interpreted by the Engineer
Department: City of Goleta
Director: City of Goleta Public Works Director
District: The Public Works Department, City of Goleta. When a submittal is to be made to METS or to OSD, submit the items to the Engineer unless otherwise noted.
Engineer: The Director of Public Works, City of Goleta, acting either directly or through properly authorized agent or consultants.
Final Completion: The date when the Work is 100% complete, including completion and acceptance of all punch list corrections, as built submittal, operation and maintenance manuals, warranty checklist, and plant establishment, as certified by the Engineer.

References to the Bidder's Exchange means the City of Goleta
References to Notice to Bidders means Notice to Contractors
References to the Department's *Certification Program for Suppliers of Asphalt* means Caltrans' *Certification Program for Suppliers of Asphalt*.
References to the Department's *Construction Site Best Management Practices (BMP) Manual* means Caltrans'.
References to the Department's *Construction Site Monitoring Program (CSMP) Guidance Manual* means Caltrans'.
References to the Department's Dispute Resolution Advisor Candidates List refers to Caltrans'.
References to the Department's Division of Construction Website means Caltrans'.
References to the Department's *Falsework Manual* means Caltrans' manual.
References to the Department's *Field Guide for Construction Site Dewatering* means Caltrans'.
References to the Department's *Field Guide to Partnering on Caltrans Construction Projects* means Caltrans'.
References to the Department's Materials Plant Quality Program means Caltrans'.
References to the Department's *Partnering Facilitator Standards and Expectations* means Caltrans'.
References to the Department's *Quality Control Manual for Hot Mix Asphalt Production and* Placements means Caltrans'.
References to the Department's *Soil and Rock Logging, Classification, and Presentation Manual means Caltrans'.*
References to the Department's *Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Plan* means the project SWPPP.
References to the Department's Traffic Operations Website means Caltrans' website.

References to the Department's *Transportation Permits Manual* means the Department's.
References to the Department's *Value Analysis Team Guide* means Caltrans'.
References to Geotechnical Services website means Caltrans' Website.
References to Geotechnical Services means the Engineer.
References to the METS Website means the Caltrans METS Website.

Replace the following glossary terms in Section 1-1.07B Glossary with:

Authorized Laboratory: Independent testing laboratory (1) not employed or compensated by any subcontractor or subcontractor's affiliate providing other services for the Contract and (2) authorized by Caltrans.

Bid Item List: List of bid items and the associated quantities. The verified Bid Item List is the Bid Item List with verified prices. The Contract Proposal of Low Bidder is the verified Bid Item List. After Contract award, interpret a reference to the Bid Item List as a reference to the verified Bid Item List.

California Test: Caltrans-developed test for determining work quality. For California Tests, go to the METS Web site.

Days: Unless stated otherwise, days in the Contract Documents refer to working days.

Department: City of Goleta

Director: City of Goleta Public Works Director

Engineer: The Director of Public Works, City of Goleta, acting either directly or through properly authorized agent or consultants.

Material Source Facility Audit: Self-audit and a Caltrans audit evaluating a facility's capability to consistently produce materials that comply with Caltrans standards.

Plans: State Standard plans, revised standard plans, and project plans.

1. **State Standard Plans:** The 2023 Standard Plans of the Department of Transportation of the State of California.
2. **Revised Standard Plans:** The Revised Standard Plans of the Department of Transportation of the State of California.
3. **Project Plans:** Drawings specific to the project, including authorized shop drawings

Schedule:

1. **Baseline Schedule:** Initial schedule showing the original work plan starting on the date of Contract approval. This schedule shows no completed work to date and no negative float or negative lag to any activity.
2. **Updated Schedule:** Current schedule developed from the accepted baseline and any subsequent accepted update schedules through regular monthly review to incorporate actual past progress.

Specifications: State Standard Specifications, revised standard specifications, special provisions

1. **State Standard Specifications:** Specifications standard to Caltrans' construction projects. These specifications are in a book titled Standard Specifications 2023.

2. **Revised Standard Specifications:** New or revised standard specifications.
3. **Special Provisions:** Specifications specific to the project.
4. **Structure Design:** City of Goleta Department of Public Works

Add to Section 1-1.07B Glossary:

Caltrans: California Department of Transportation as defined in State and Highway Code Section 20 and authorized in State and Highway Code Section 90; its authorized representatives.
Office Engineer: City of Goleta
Project biologist: A USFWS-approved biologist provided by the City

Replace Section 1-1.12 MISCELLANY with:

1-1.12 MISCELLANEOUS

Make checks and bonds payable to the City of Goleta.

^^

2 BIDDING

Add to Section 2-1.01 GENERAL:

2-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 2 "Bidding"of the State Standard Specifications for the requirements and conditions which he/she must observe in the preparation of the proposal form and the submission of the bid.

Add to Section 2-1.03 CONTRACTOR REGISTRATION:

2-1.03A Obtaining Plans And Specifications

All Contract Documents and the Proposal Forms for bidding this project, may be obtained at PlanetBids at http://www.planetbids.com/. The service requires that the Contractor establish a username and password to download and/or order plans and specifications.

Replace *Reserved* in Section 2-1.05 with:

2-1.05 CONFLICT OF INTERESTS

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

The Contractor, sub-recipient or subcontractor shall not discriminate based on race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations), Part 26 in the award and administration of US DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the

termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

2-1.05A Federal Lobbying Restrictions

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement. If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents. A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Exhibit 10-Q, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification. The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding $100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer. The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

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

Replace Section 2-1.06A General with:

2-1.06A General

Bids must be submitted to the City of Goleta's Planet Bids portal as outlined in the Notice to Contractors and shall be submitted no later than the date and time of public submittal of proposals as specified in the Notice to Contractors. Any addenda to these Special Provisions or other contract documents shall be acknowledged where indicated.

2-1.06A(1) Questions

Questions shall be submitted in writing to http://www.planetbids.com/ no later than (5) five working days prior to the bid opening. Questions submitted after the above listed deadline will not be addressed and will be returned to the Contractor. The City will respond in writing to the questions (3) three working days prior to the bid opening.

Add between the 1st and 2nd paragraphs of Section 2-1.06B Supplemental Project Information:

The City makes the following supplemental project information available:

Supplemental Project Information

Means	Description
Included in the *Information Handout*	• Foundation Report San Jose Creek Multi-Purpose Bike Path (Southern Segment – SR217 PUC and RW-19) • Foundation Report San Jose Creek Multi-Purpose Bike Path (SR217 Pedestrian Bridge) • Foundation Report San Jose Creek Multi-Purpose Bike Path (Northern Segment – RW1, RW3, RW4 and RW5 • Lead and Asbestos Survey Report • NMFS Endangered Species Act Section 7(a)(2) Biological Opinion for the San Jose Creek Multipurpose Path in Goleta, California (EA: 05-1K630) • USFWS Biological Opinion on San Jose Creek Multipurpose Path Project (Caltrans Project Number 05-1800-0229 / EA 05-1K630) • USFWS Programmatic Biological Opinion for Projects Funded or Approved under the Federal Highway Administration's Federal Aid Program (8-8-10-F-58)
Included with the project plans	Log of Test Borings

Add Section 2-1.10A:

2-1.10A Required Listing of Subcontractors

The bidder's attention is directed to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized Subcontractors or by making unauthorized substitutions.

A sheet for listing the Subcontractors, as required herein, is included in the Proposal.

Bidders are cautioned that this listing requirement is in addition to the requirement to provide a list of DBE Subcontractors before and after the project's completion.

Add to the 4th paragraph of Section 2-1.12B(3) DBE Good Faith Efforts Submittal:

Good faith efforts submittal shall be 8-1/2 inches by 11 inches in size and no smaller than 10 size font. Bind the submittal with a coversheet and section dividers tabbed as specified below:

COVERSHEET

Coversheet with the following information

- Name and mailing address of Contractor,
- City mailing address,
- Project name,
- Subject,
- Volume of binder if more than one (1)

LAPM EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

- Completed form with reference to the associated tabs.

TAB A: BIDDER'S OUTREACH – PUBLICATIONS

- Coversheet summarizing the names and dates of each publication in which a request for DBE participation for this project was placed by the bidder. Refer to table as shown on Exhibit 15-H Part A,
- Attach copies of advertisements or proofs of publication.

TAB B: SOLICITATIONS

- Coversheet summarizing the names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested. Refer to table as shown on Exhibit 15-H Part B,
- Attach copies of solicitations, telephone records, fax confirmations, etc.

TAB C: ITEMS OF WORK MADE AVAILABLE

- Coversheet stating the items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.
- Complete table as shown on Exhibit 15-H Part C.

TAB D: REJECTED DBE FIRMS

- Coversheet summarizing the names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work, and the price difference for each DBE if the selected firm is not a DBE,
- Attach copies of quotes from the firms involved.

TAB E: EFFORTS MADE TO ASSIST INTERESTED DBES IN OBTAINING INFORMATION

- Coversheet summarizing efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs,
- Attach copies of relevant documentation.

TAB F: EFFORTS MADE TO ASSIST INTERESTED DBES

- Coversheet summarizing efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate,
- Attach copies of relevant documentation.

TAB G: AGENCIES, ORGANIZATIONS OR GROUPS CONTACTED FOR ASSITANCE

- Coversheet summarizing the names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms. Refer to table as shown on Exhibit 15-H Part G,
- Attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.)

TAB H: ADDITIONAL GOOD FAITH EFFORTS

- Coversheet describing any additional data to support a demonstration of good faith efforts,
- Attach copies of relevant documentation.

Add Section 2-1.12B(4):

2-1.12B(4) BIDDER'S LIST SUBMITTAL

Submit Exhibit 12-B Bidder's List form with your bid. List yourself and each subcontractor (regardless of DBE status) that provided a quote or bid on this contract in accordance with 49 CFR 26.11. Submit Exhibit 12-B Bidder's List form no later than 4 p.m. on the 5th calendar day after bid opening. This requirement is separate from the listing of subcontractors elsewhere in the bid in accordance with Public Contract Code §4100 - 4114.

Add to the table in Section 2-1.33B(2)(b)(ii) Bid Form Submittal:

Submit the bid forms according to the schedule shown in the following table:

Bid Form Submittal Schedule for a Federal-Aid Contract with a DBE Goal

Form	Submittal deadline
Bid to the City	Time of bid
LAPM Exhibit 15-G: Bidder DBE Information	No later than 4 p.m. on the 5th day after bid opening.*
LAPM Exhibit 9-I: DBE Confirmation	No later than 4 p.m. on the 5th day after bid opening.*
LAPM Exhibit 15-H: Good Faith Efforts	No later than 4 p.m. on the 5th day after bid opening.*
LAPM Exhibit 12-B: Bidder's List of Subcontractors	No later than 4 p.m. on the 5th day after bid opening.*

*If the last day for submitting the bid form falls on a Saturday, Sunday, or Holiday, it may be submitted on the next calendar day with the same effect as if it had been submitted on the day specified.

Add to Section 2-1.34 BIDDER'S SECURITY:

~~**2-1.34 WARRANTY BOND**~~

~~The Contractor shall execute and submit a completed Warranty Bond provided by the City for the Project. A copy of the Warranty Bond is located within Appendix A of these Special Provisions. The Warranty Bond shall be submitted prior to the Notice of Completion date.~~

Nothing in the Contract Documents shall be construed to limit, relieve or release the Contractor's, subcontractor's and/or equipment supplier's liability to the City for damages sustained as the result of latent defects in the equipment furnished or work performed. Further, nothing in the Contract Documents shall be deemed to be a waiver by the City of any rights or remedies, or time limits in which to enforce such rights or remedies, that it may have against the Contractor, subcontractors, suppliers of the equipment and work performed under the Contract Documents.

^^^

3 CONTRACT AWARD AND EXECUTION

The bidder's attention is directed to the provisions in Section 3 CONTRACT AWARD AND EXECUTION of the State Standard Specifications and these Special Provisions.

Add Section 3-1.01A:

3-1.01 AWARD OF CONTRACT

If the contract is to be awarded, it will be to the lowest responsible bidder whose proposal complies with all the prescribed requirements.

The project has been set up using a Base Bid/Bid Alternate format. The City shall determine the lowest responsible, responsive bidder based on the lowest total of the Base Bid plus the Bid Alternates. If the City chooses to award, the City shall award the contract to the lowest responsible, responsive bidder based on the lowest total of the Base Bid plus the Bid Alternates. At its discretion, the City may award the contract for Base Bid only or Base Bid plus one or any/all alternatives. The Contractor must submit pricing for all Base Bid items and Bid Alternates shown in the Schedule of Bid Items. No response or zero response on any bid items will be deemed a non-responsive bid.

Bid Alternates shall include items from the Base Bid as required and may also incorporate additional work not included in the Base Bid scope. Bid Alternates modify, supplement, or expand upon the Base Bid, as specified in the contract documents. Work included in Bid Alternates shall conform to the requirements of the Standard Specifications and the Special Provisions.

The bidder's attention is directed to the provisions in Section 3 CONTACT AWARD AND EXECUTION of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

Bid protests shall be submitted as outlined in the Notice to Contractors.

The successful bidder shall execute the contract and shall return it, together with the performance and payment bonds, to the City so that it is received within ten (10) working days after the bidder has received the contract for execution. Failure to do so shall just cause forfeiture of the proposal guarantee. The executed contract documents shall be delivered to the office of the City Clerk at 130 Cremona Drive, Suite B, Goleta, California 93117.

3-1.01A SUBCONTRACTOR AND DISADVANTAGED BUSINESS ENTERPRISE RECORDS

Use each DBE Subcontractor as listed on the List of Subcontractors form and the Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G *Construction Contract DBE Commitment*, forms unless the Contractor receives authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work

Add to the end of Section 3-1.05 CONTRACT BONDS (PUB CONT CODE 10221 AND 10222)

Payment and Performance bonds shall name Caltrans as an additional Oblige.

Replace Section 3-1.18 with:

3-1.18 CONTRACT EXECUTION

Attention is directed to Book 1 “Bid Book”. The successful bidder must sign the *Contract*.

Deliver to the office of the City Clerk at 130 Cremona Drive, Suite B, Goleta, California 93117.

1. Signed Contract
2. Performance and Payment bonds
3. Documents identified in Section 3-1.07 INSURANCE POLICIES of the State Standard Specifications
4. A Form FHWA-1273 Certification from every subcontractor

The City must receive these documents within ten (10) days after the bidder has received the contract for execution.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Public Contract Code §§ 10181, 10182, and 10183).

^^

4 SCOPE OF WORK

Add to Section 4-1.01 GENERAL:

The Project includes, without limitation, furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work necessary to satisfactorily complete the Project, as more specifically described in the Contract Documents. This Work will be performed in strict conformance with the Contract Documents, permits from regulatory agencies with jurisdiction, and applicable regulations. The quantity of Work to be performed and materials to be furnished are approximations only, being given as a basis for the comparison of Bids. Actual quantities of Work to be performed may vary at the discretion of the Engineer. The project includes but is not limited to traffic control, clearing and grubbing, tree removal, excavation, erosion control, SWPPP installation and maintenance, and construction of pavement, pedestrian overcrossing, cable railing, fencing, curb, gutter, sidewalk, retaining walls, drainage facilities, landscaping, on and offsite mitigation planting, and signing and striping.

Add Section 4-1.05C:

4-1.05C SIGNIFICANT CHANGES IN THE CHARACTER OF WORK

1. The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term “significant change” shall be construed to apply only to the following circumstances:
    - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
    - When a major item of work, as defined elsewhere in the contract, is increased

in excess of 125 percent or decreased below 75 percent of the original contract quantity.

Replace Reserved in Section 4-1.06A General with:

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

Upon written notification, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

The Contractor will be allowed ten (10) working days from the notification of the Engineer's determination of whether or not an adjustment of the contract is warranted, in which to file a notice of potential claim in conformance with the provisions of Section 5-1.43 POTENTIAL CLAIMS AND DISPUTE RESOLUTION of these Special Provisions; otherwise the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct. The notice of potential claim shall set forth in what respects the Contractor's position differs from the Engineer's determination and provide any additional information obtained by the Contractor. The notice of potential claim shall be accompanied by the Contractor's certification that the following were made in preparation of the bid: a review of the contract, a review of the "Materials Information,", and an examination of the conditions above ground at the site. Supplementary information, obtained by the Contractor subsequent to the filing of the notice of potential claim, shall be submitted to the Engineer within 5 days of filing of the notice of potential claim.

Replace Section 4-1.07C with:

4-1.07C VALUE ANALYSIS WORKSHOP

Not Used

Add Section 4-1.13A FINAL CLEANING UP

The Contractor shall remove all temporary pavement delineation.

Prior to submitting the final payment request, the Contractor shall remove all reference markings (i.e. USA markings, striping reference points, utility reference points) placed during the course of work.

^^

5 CONTROL OF WORK

Replace *Reserved* in Section 5-1.05 with:

5-1.05 ORDER OF WORK

The first order of work shall be for the Contractor to contact Underground Service Alert (U.S.A.) and to verify the location of all utilities in the vicinity of the work.

The Contractor is to contact Underground Service Alert (U.S.A.) and verify the location of all utilities in the vicinity of the bridge alignment. The Contractor shall verify the size, location (horizontal and vertical) to the satisfaction of the Engineer and utility representatives as outline in Section 19-1.01A(1) POTHOLE UTILITIES of these Special Provisions. The Contractor shall provide the pothole information within the time frame outlined in Section 19-1.01A(1) POTHOLE UTILITIES. The Contractor shall notify the Engineer five (5) working days prior to commencing potholing within the project segment areas. The Contractor's attention is directed to Section 19-1.01A(1) POTHOLE UTILITIES, in these Special Provisions.

Clearing and grubbing, vegetation, and tree removal from "M" Line Station 93+00 to 104+75 and 105+50 to 112+00 and "CR" station 11+00 to 15+00 shall begin on the northern segment of the project and continue from "S" Line Station 10+28.10 to 61+50.14 on the Southern Segment. All clearing and grubbing, vegetation, and tree removal shall be completed prior to February 1, 2026. Liquidated damages for this work shall be as specified in Section 8-1.10B FAILURE TO COMPLETE WORK PARTS WITHIN SPECIFIED TIMES of these Special Provisions.

During construction of the northern segment, in-stream work shall be limited to the low-flow period from June 1 through October 31 in any given year. In stream work is defined as working in the stream channel or within thirty (30) feet of the active channel. No in-stream work is permitted on the southern segment.

If Bid Alternate "A" is awarded, work shall not commence before October 1, 2026.

The Contractor shall prepare a traffic control plan that conforms to Section 12 TEMPORARY TRAFFIC CONTROL PLAN.

The work shall be performed in conformance with the phases of construction shown on the Contractor's Traffic Control Plan. Non-conflicting work in subsequent phases may proceed concurrently with work in preceding phases.

Replace *Reserved* in Section 5-1.07 with:

5-1.07 SUPERINTENDENCE

The Contractor shall designate in writing before starting work, an authorized representative who shall have the authority to represent and act for the Contractor. When the Contractor is comprised of two (2) or more persons, firms, partnerships or corporations functioning on a joint venture basis, the Contractor shall designate in writing before starting work, the name of one authorized representative who shall have the authority to represent and act for the Contractor.

The authorized representative shall be present at the site of the work at all times while work is actually in progress on the contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to the Engineer shall be made for any emergency work which may be required. Whenever the Contractor or the Contractor's authorized representative is not present on any particular part of the work where it may be desired to give direction, orders will be given by the Engineer, which shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which the orders are given. Any order given by the Engineer, not otherwise required by the specifications to be in writing, will on request of the Contractor, be given or confirmed by the Engineer in writing.

Replace *Reserved* in Section 5-1.08 with:

5-1.08 INSPECTION

All work is subject to inspection and approval by the Engineer. The Contractor shall notify the Engineer, along with all affected utility companies, two (2) working days in advance of the start of work to coordinate and schedule inspection staff.

The City will provide one (1) inspection and one (1) resident engineering cost on 8-hour day and 40-hour week basis only excluding designated City, State, or Federal holidays. The Contractor shall reimburse the City in the amount of $190.00 per hour for the actual cost of all inspection and $260 per hour for Resident Engineer cost in excess of the hours of work specified here, outlined in the lane closure charts, and working hours or inspection performed during designated City, State, or Federal holidays. Designated City holidays are listed in Section 7-1.02K(5) WORKING HOURS of these Special Provisions.

The Contractor shall provide a competent person during normal working hours to assist the Engineer, when required, in checking the Contractor’s layout and for measuring quantities for payment purposes. The Contractor shall cooperate with the Engineer so that checking and measuring may be accomplished with the least interference to the Contractor’s operations.

No additional compensation will be made to the Contractor for fulfilling these requirements.

Add to the end of Section 5-1.09A General:

The City encourages the project team to exhaust the use of partnering in dispute resolution before engagement of an objective third party.

For certain disputes, a facilitated partnering session or facilitated dispute resolution session may be appropriate and effective in clarifying issues and resolving all or part of a dispute.

To afford the project team enough time to plan and hold the session, a maximum of twenty (20) working days may be added to the Dispute Resolution Board (DRB) referral time following the Engineer's response to a Supplemental Potential Claim Record.

To allow this additional referral time, the project team must document its agreement and intention in the dispute resolution plan of the partnering charter. The team may further document agreement of any associated criteria to be met for use of the additional referral time. All costs associated with DRB on-site meetings will be split between the City and Contractor.

If the session is not held, the DRB referral time remains in effect as specified in Section 5-1.43 POTENTIAL CLAIMS AND DISPUTE RESOLUTION of these Special Provisions.

Add to the end of Section 5-1.13A General:

In addition to the requirements of Section 5-1.13 SUBCONTRACTING of the State Standard Specifications, and in accordance with the requirements of Section 4100 to 4113, inclusive, of the Government Code, each bidder shall list in his proposal the name and business address of each Subcontractor to whom the bidder proposes to subcontract all or a portion of the work. Said list shall include a description of the portion of the work which will be done by each Subcontractor. A sheet for listing the Subcontractor's, as required, is included in the proposal.

Replace Section 5-1.13B Disadvantaged Business Enterprises with:

5-1.13B Disadvantaged Business Enterprises

5-1.13B(1) General

Section 5-1.13B DISADVANTAGED BUSINESS ENTERPRISES of these Special Provisions applies to a federal-aid contract.

Use each DBE as listed on the DBE Commitment form unless you receive prior authorization for termination under Section 5-1.13B(2)(c) TERMINATION of these Special Provisions. Ensure that all subcontracts and agreements with DBEs to supply labor or materials are performed in accordance with 49 CFR 26.

Maintain records of contracts made with DBE subcontractors and DBE truckers, and records of materials purchased from DBE suppliers. Include in the records:

1. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
2. Date of payment and total amount paid to each DBE business

If you are a DBE contractor, maintain records of the date of work performed by your own forces and the corresponding value of the work.

Before the 15th day of each month for the previous month's work, submit the Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the business must notify you in writing of the decertification date within 15 days of decertification. Notify the Engineer and submit the DBE's decertification notice within 2 business days of your receipt. Upon work completion, complete a Disadvantage Business Enterprises Certification Status Change form and submit within 10 days of Contract acceptance.

Upon work completion, complete a Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors form and submit within 10 days of Contract acceptance. The Department withholds the greater of 10 percent of the DBE commitment or $10,000 until the form is submitted. The Department releases the withhold upon submission of the properly completed form. If additional payments are made after submittal of the completed form, submit an updated form to reflect such payments.

Failure to carry out requirements of 49 CFR 26 is a material breach of the Contract, which may result in the termination of the Contract or other remedy as the Department deems appropriate, such as:

1. Withholding monthly progress payments
2. Assessing sanctions
3. Applying liquidated damages
4. Disqualification from future bidding as non-responsible

5-1.13B(2) Disadvantaged Business Enterprise Performance

5-1.13B(2)(a) General

Certification as a DBE identifies if the business has the means to perform its work under assigned North American Industry Classification System codes and work codes applicable to the type of work the DBE will perform on the Contract. Certification does not ensure the DBE will perform a commercially useful function on the Contract.

You are responsible for ensuring each DBE listed on the DBE Commitment form performs:

1. The description and value of the subcontracted work, trucking, or material supplied as committed
2. A commercially useful function under 49 CFR 26.55 for committed work or materials

For DBE committed work, the Department only pays for work performed, trucking provided, or material supplied by the listed DBE and if a commercially useful function was performed by the listed DBE.

You are responsible to remediate noncompliant DBE work to meet your DBE commitment. Submit a DBE commitment remediation plan within 5 business days of the Engineer's request.

Pay your DBEs in conformance with Section 9-1.03A PROMPT PROGRESS PAYMENT of these Special Provisions.

Failure to promptly pay DBEs may result in a withholds corresponding to the value of the DBE's committed work from future progress payments. In addition, unpaid DBE amounts will not count towards your DBE commitment, which may result in equivalent withholds or deductions and a 2 percent penalty on the unpaid amount for every month payment is not made.

5-1.13B(2)(b) Commercially Useful Function

DBEs must perform a commercially useful function under 49 CFR 26.55 when performing work, providing trucking, or supplying materials listed on the DBE Commitment form. The DBEs value of work will only count toward the DBE commitment if the DBE performs a commercially useful function under 49 CFR 26.55.

Provide written notification to the Engineer at least 15 days in advance of each DBE's initial performance of work, trucking, or supply of materials for the Contract. Include the DBE's name, contract work to be performed, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, submit your initial evaluation and validation of their performance of a commercially useful function using DBE Commercially Useful Function Evaluation form. Include the following supporting information with your submittal:

1. Subcontract agreement with the DBE
2. Purchase orders
3. Bills of lading
4. Invoices
5. Proof of payment

Monitor your DBEs' performance of commercially useful function with quarterly evaluations and validations throughout their duration of work on the Contract using DBE Commercially Useful Function Evaluation form. Submit your quarterly evaluation and validation DBE Commercially Useful Function Evaluation forms by the 5th of the month for the previous three month's work. Include any additional supplemental supporting information with your submittal. If your DBE's work-start and -end dates for the Contract

exceed a three-month period, regardless of time not on the Contract, quarterly evaluations and validations are required.

Notify the Engineer immediately if you believe the DBE may not be performing a commercially useful function.

The Department will verify your DBEs performance of commercially useful functions by reviewing your initial and quarterly DBE Commercially Useful Function Evaluation forms, your submitted supporting information, field observations, and through select Department evaluations. The Department may evaluate DBEs and their commercially useful function performance at any time during the Contract. In such instances, the Department will provide written notice to you and your DBE at least 2 business days prior to the evaluation. You and your DBE must participate in the evaluation. Upon completing the evaluation, the Department will share the evaluation results with you and your DBE. The evaluation results may include items that must be remedied upon your receipt. If the Department determines the DBE is not performing a commercially function you must suspend performance of the noncompliant work.

You and your DBEs must submit any additional commercially useful function related records and documents within 5 business days of Department request such as:

1. Proof of ownership or lease and rental agreements for equipment
2. Tax records
3. Employee rosters
4. Certified payroll records
5. Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents will result in withhold of payment for the value of work completed by the DBE.

If you and or the Department determine a listed DBE is not performing a commercially useful function in performance of their DBE committed work, suspend performance of the noncompliant portion of the work. Submit a corrective action plan within 5 days of the noncompliant commercially useful function determination. The plan must identify how you will remediate when feasible or demonstrate commercially useful function compliance for the remaining portion of the DBE's work. Allow 5 days for plan review. The corrective actions must be implemented within 5 days of Engineer's authorization of your plan and prior to resumption of the noncompliant portion of the DBE's committed work.

If corrective actions cannot be accomplished to assure the DBE will perform a commercially useful function on the Contract, you may have good cause to request termination of the DBE under section 5-1.13B(2)(c) TERMINATION of these Special Provisions.

5-1.13B(2)(c) Termination

Termination of a DBE may be allowable for good cause reasons under 49 CFR 26.53(f)(3) with prior written authorization from the Department. You must provide documentation supporting good cause reasoning with your termination request. If the termination request is authorized by the Department, you must then either replace the DBE with another DBE or demonstrate good faith efforts to do so under 5-1.13B(2)(d) REPLACEMENT per these Special Provisions.

Use the following procedure to request the termination of a DBE or portion of their work:

1. Provide written notice to the DBE of your intent to use other forces or material sources and include one or more of the good cause reasons under 49 CFR 26.53(f)(3). Simultaneously send a copy of this written notice to the Engineer. Your written notice to the DBE must request they provide any response to both you and the Engineer.
2. Provide the DBE with 5 business days to respond to your written notice by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur. If the DBE does not respond within 5 business days, you may move forward with the request process as if the DBE had agreed to your written notice.
3. Submit your DBE termination request by written letter to the Engineer and include:
    - 3.1 One or more good cause reasons identified under 49 CFR 26.53(f)(3) along with supporting documentation.
    - 3.2 Your written notice to the DBE regarding the request, including proof of transmission and tracking documentation of your written notice.
    - 3.3 The DBE's response to your written notice, if received. If a written response was not provided, provide a statement to that effect.

The Department will respond to your complete DBE termination request as follows:

1. Where the DBE has agreed in writing or fails to timely respond to your written notice, the Department will respond within 2 business days from receipt of your request.
2. Where the DBE has disagreed in writing with your written notice, the Department will meet with you and the DBE within 5 business days from receipt of your request. The Department will respond to your request within 5 business days from this meeting.
3. If you fail to provide a complete request for DBE termination the Department will identify deficiencies within 5 business days from receipt of your request.

If the Department authorizes your DBE termination request it will do so in writing.

Work performed by a firm other than the committed DBE or authorized replacement DBE without first obtaining Department authorization for termination will be a violation of these specifications and DBE federal regulations. Such violations will result in payment deductions for the value of the work associated with the noncompliant DBE commitment. In addition, if the committed DBE is also a listed subcontractor, the Department applies an additional penalty up to 10 percent of the value of the subject work as a permanent deduction.

5-1.13B(2)(d) Replacement

After receiving Department written authorization of your DBE termination request, you must obtain separate Department authorization of your replacement plan.

Your replacement plan must identify DBE replacement firms to perform the work or demonstrate that you have made a good faith effort to use DBE replacement firms. DBE replacement firms must:

1. Perform at least the same dollar amount of work as the terminated DBE to the extent needed to meet the DBE commitment
2. Possess certifications for the most specific available North American Industry Classification System codes and work codes applicable to the work the firm will perform on the Contract
3. Perform a commercially useful function under 49 CFR 26.55

Use the following procedure to request authorization of your replacement plan:

1. Submit a request to replace a DBE with other forces or material sources by written letter to the Department which must include:

    1.1. Description of remaining uncommitted item work made available for replacement DBE solicitation and participation.
    1.2. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
        1.2.1. Quote for bid item work and description of work to be performed
        1.2.2. Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
        1.2.3. Revised Subcontracting Request form

2. If you have not identified a DBE replacement firm, submit documentation of your good faith efforts to use DBE replacement firms within 7 days of Department's authorization to terminate the DBE. You may request the Department's approval to extend this submittal period to a total of 14 days. The Department considers your documented actions taken to identify a DBE replacement firm in determining whether a good faith effort was made under 49 CFR 26 app A. Submit documentation of actions taken to find a DBE replacement firm, such as:

    2.1. Search results of certified DBEs available to perform the original DBE work identified and or other work you had intended to self-perform, to the extent needed to meet your DBE commitment
    2.2. Solicitations of DBEs for performance of work identified in 2.1
    2.3. Correspondence with interested DBEs that may have included contract details and requirements
    2.4. Negotiation efforts with DBEs that reflect why an agreement was not reached

2.5. If a DBE's quote was rejected, provide your reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
2.6. Copies of each DBE's and non-DBE's price quotes for work identified in 2.1, as the Department may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
2.7. Additional documentation that you believe supports your good faith effort

The Department will respond to your complete replacement plan as follows:

1. If a DBE replacement firm has been identified and required documentation has been provided, the Department will respond within 2 business days from receipt of your plan
2. If a DBE replacement firm has not been identified, but good faith effort documents have been provided, the Department will respond within 5 business days from receipt of your plan
3. If you fail to provide a complete replacement plan, the Department will return your request and identify deficiencies within 5 business days from receipt of your plan

If the Department authorizes your replacement plan it will do so in writing.

Submit a revised Subcontracting Request form if your replacement plan is authorized.

DBE committed work performed by a nonauthorized firm, will be a violation of these specifications and DBE federal regulations. Such violations will result in payment deductions for the value of the work associated with the DBE commitment. The Department will take a permanent deduction for the value of the DBE work that was not performed by the authorized DBE. In addition, if the associated work was also to be performed by a listed subcontractor, the Department applies an additional penalty up to 10 percent of the value of the subject work as a permanent deduction.

5-1.13B(3) USE OF JOINT CHECKS

You may use a joint check between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if you obtain prior approval from the Department for your proposed use of joint checks upon submittal of a DBE Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

1. All parties, including the Contractor, must agree in writing to the use of a joint check
2. Entity issuing the joint check acts solely to guarantee payment
3. DBE must release the check to the material supplier
4. Department must authorize the request before implementation
5. Any party to the agreement must provide requested documentation within 10 days of the Department's request for the documentation

6. Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

A request for a joint check agreement may be initiated by any party.

If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with section 5-1.13B(3) disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

Add to the end of Section 5-1.16 REPRESENTATIVE:

In addition to the requirements of Section 5-1.16 REPRESENTATIVE of the State Standard Specifications, the Contractor must have a representative onsite at all times while work is in progress who has decision making authority.

Add to the end of Section 5-1.20A General:

During the progress of the work under this Contract, work under the following contracts may be in progress at or near the job site of this Contract:

Coincident or Adjacent Contracts

Contract no.	County–Route–Post Mile	Location	Type of work
05-4611U4	05-SB-217-1.5/2.5	On Route 217 at Hollister Avenue Between PM 1.5 and 2.5	Interchange Roundabouts, Ekwill Street and Fowler Road Extensions
TBD	N/A	Various streets within the City of Goleta	Pavement rehabilitation
TBD	N/A	Northeast Goleta Neighborhood	Pavement resurfacing
05-1H4304	SB-101-21.4/21.9	IN SANTA BARBARA COUNTY IN GOLETA FROM ROUTE 101/217 SEPARATION TO 0.3 MILE NORTH OF SAN JOSE CREEK BRIDGE	Replace Structural Concrete Bridges
05-1C3604	SB-217-0.9/1.4	On Route 217 near Goleta From 0.2 miles East of Goleta Slough Bridge to 0.4 Mile East of San Jose Creek Bridge	Replace Bridge

Coordinate lane closures and traffic handling with the Engineer and with contractors of coincident or adjacent projects. Potential conflicts may not be limited to the contracts listed above.

Replace the 1st sentence of Section 5-1.20B(1) General with:

Comply with PLACs and the ECRs. Your work will be performed in compliance with the most restrictive condition of the PLACs and ECRs. The City makes PLAC changes under Section 4-1.05 CHANGES AND EXTRA WORK of the State Standard Specifications and these Special Provisions. Maintain a copy of each PLAC at the job site. The following are PLACs contained in Appendix C:

PLACs

Agency/Authority	Permit/Permit Number	Approval Date
City of Goleta	Land Use Development Permit	TBD
Coastal Commission	Coastal Development Permit	December 27, 2023
California Department of Fish and Game	Section 1602 Streambed Alteration Agreement EPIMS-SBA-41011	January 26, 2024
Regional Water Quality Control Board	Section 401 Water Quality Certification No. 34223WQ33	October 30, 2023
US Army Corps of Engineers	Section 404 Permit	January 17, 2024
Caltrans	Encroachment Permit 05-24-N-OP-0404	May 29, 2024
Caltrans	Non-Utility Encroachment Exception	February 23, 2024
Santa Barbara County Flood Control and Water Conservation District	Real Property License Agreement; Secondary Use of Flood Control Land 12A-10.1	December 1, 2023

Add to Section 5-1.23 SUBMITTALS:

The Contractor is required to use Construction Management Information System Software (CMIS) for all project documents and submittals at the Contractor's expense. All submittals shall be electronic submittals or computer-generated files. Handwritten submittals will not be accepted

5-1.23A GENERAL

REVIEW TIMEFRAME:

1. Except as may be provided in technical specifications, a submittal will be returned as specified in the standard specifications.

   When a submittal cannot be returned within the specified period, Engineer will, within a reasonable time after receipt of the submittal, give notice of the date by which that submittal will be returned.

   The Engineers acceptance of progress schedule containing submittal review times less than those specified or agreed to in writing by Engineer will not constitute Engineer's acceptance of review times.

   Critical submittals:

   a) Contractor will notify Engineer in writing that timely review of a submittal is critical to the progress of Work.

The Engineer will provide decision on request.

   a) Written acceptance of request.

b) Written agreement by Engineer to reduce submittal review time will be made only for unusual situations.
c) Written rejection of request.

SUBMITTAL REVIEW COSTS:

1. The City's cost for review of submittals for the same proposed materials, equipment or work shall be apportioned as follows:
   a. The cost of review of the initial submittal and the first revised submittal will be borne by the City.
   b. The cost to review all additional revised submittals after the first revised submittal will be charged to the Contractor at $2,000 per submittal.
   c. If a submittal is approved and the Contractor elects to submit an alternate item for review for the same application, the Contractor shall be responsible for the review costs for the alternate submittal at $2,500 per submittal.

Delete item 2 in the list in the 3rd paragraph of Section 5-1.23B(2) Shop Drawings

Add to Section 5-1.23B(2) Shop Drawings:

Do not submit paper copies to Office of Structural Design (OSD), Documents Unit.
For submittals to OSD, Documents Unit, e-mail shop drawings and calculation sheets electronically to sc.office.associates@dot.ca.gov.

Each PDF e-mail attachment must not exceed 25 MB in size. The e-mail message must not exceed 50 MB in size.
Each electronic e-mail submission must:

1. Be in PDF format
2. Have a resolution of at least 300 dpi
3. Contain the following information in the subject line:
   3.1. "Shop Drawing Submittal"
   3.2. Contract number
   3.3. Bid item number
   3.4. If separate e-mails are needed to accommodate large files, indicate the total number of e-mails included in the submittal
4. List each PDF file and its number of pages

Use the following naming convention for PDF files the Contractor submits:
For shop drawings:
SD_Contract number_Bridge number_Bid item number_Submittal e-mail number
Example: SD_12-345678_54-0001_123_1_of_<<Total Number>>.PDF
For calculations:
CALC_Contract number_Bridge number_Bid item__number_Submittal e-mail number
Example: CALC_12-345678_54-0001_123_1_of_<<Total Number>>.PDF

If submittal of more than 1 copy or set of shop drawings or calculations is specified, submit only 1 electronic copy.
After submitting the Contractor's electronic files, send a notification of the Contractor's electronic submittal to the Engineer. Include the names of the submitted files.
Upon completion of review, the City returns 1 electronic copy with the date of authorization.

Add to Section 5-1.24 CONSTRUCTION SURVEYS

CONTRACTOR'S DAILY REPORTS

The Contractor shall maintain daily job reports recording all significant activity on the project, including number of workers on site, names and job classification of employees, active construction equipment used, notable deliveries, work activities, delays, interruptions or any problems encountered.

The Contractor shall submit a Contractor's Daily Report form, for approval by the Engineer, to record this information and submit this form to the Engineer no later than 9:00 AM the following morning for the previous workday. A sample of the Contractor's Daily Report form is located within Appendix A of these Special Provisions. If this is not submitted on time, the City shall withhold $500/day from the Contractor's progress payment until this report is turned in.

If there is no work performed on any given day, the Contractor shall note the reasons for no work and submit a daily report to the Engineer on those days also.

Failure to stay current with daily reporting will be just cause for the Owner not processing a progress payment until reports are submitted.

Replaced *Reserved* in Section 5-1.25 with:

5-1.25 RECORD DRAWINGS

The Contractor shall maintain a neat and accurate marked set of record drawings showing the final locations and layout of roadways, piping and conduit; structures; and other facilities. Maintain record drawings electronically on CMIS. Drawings shall be kept current weekly, with all work instructions and change orders, and construction adjustments. Drawings shall be subject to the inspection of the Engineer at all times and progress payments, or portions thereof, may be withheld if drawings are not accurate and current. Pipe material shall be added to drawings, if not denoted on contract drawings. Prior to acceptance of the work, the Contractor shall deliver to the Engineer one set of neatly marked record drawings in electronic format accurately showing the information required above.

Record drawings shall be submitted and approved by the Engineer in accordance with these Special Provisions.

Replaced *Reserved* in Section 5-1.26 with:

5-1.26 CONSTRUCTION SURVEYS:

The Contractor shall be responsible to hire a licensed land surveyor to provide all surveys to control the lines, elevations and dimensions of the work in conformance with the plans. Any deviation from the lines, elevations and dimensions shown on the plans must receive prior approval from the Engineer. Where new construction connects to existing facilities, the Contractor shall check and establish the exact location prior to construction of the facility.

All stakes or marks will be provided by the Contractor as necessary to establish the lines and grades required for the completion of the work specified in the State Standard Specifications, on the plans, and in these special provisions.

The Contractor shall be responsible for the accuracy of his/her own layout work and shall be responsible and liable for the preservation of all established lines, grades and layout points. Stakes damaged or destroyed by the public or operations of the Contractor will be replaced at the Contractor's expense.

Preservation and protection of survey monuments and markers encountered along the line of the work shall conform to the following: The Contractor shall notify the Engineer in writing of monuments that will be encountered and shall not be removed or damaged. If a monument is determined by the Engineer to have been damaged or removed during the course work of the work by the Contractor and, notification is not made as described above, or markers are removed which are not in conflict with construction, the Contractor shall be responsible for the cost of referencing, resurvey, and replacement of the monument or marker. Replacement of Survey monuments and boxes shall be as set forth under Section 8771 of the California Business and Professions Code.

Prior to the start of work, the Contractor shall notify the Engineer of monuments encountered within the limits of the excavation identified in the field and as shown on the Plans. If monuments need to be replaced as a result of the Contractor's activities to complete contract work, the replacement of the monument will be paid for as outlined in Section 78-2.04 PAYMENT of these Special Provisions.

Replace Section 5-1.28 PROJECT SAFETY REVIEWS with:

5-1.28 PROJECT SAFETY SUPERVISOR AND REVIEWS

The Contractor's assigned project safety supervisor must perform and document project safety reviews with the Engineer:

Safety Supervisor – The Contractor shall appoint an employee as safety supervisor who is qualified and authorized to supervise and enforce compliance with the Safety Program. The Contractor shall notify the Engineer in writing prior to the commencement of work of the name of the person who will act as the Contractor's safety supervisor and furnish the safety supervisor's resume to the Engineer.

The Contractor will, through and with its Safety Supervisor, ensure that all of its employees and its Subcontractors of any tier, fully comply with the Project Safety Policies/Plan. The Safety Supervisor shall be a full-time employee of the Contractor whose responsibility shall be for supervising compliance with applicable safety requirements on the Project site and for developing and implementing safety training classes for all job personnel. The City shall have the authority to require removal of the Contractor's Safety Supervisor if the representative is judged to be improperly or inadequately performing the duties; however, this authority shall not in any way affect the Contractor's sole responsibility for performing this work safely, nor shall it impose any obligation upon the City to ensure the Contractor performs its work safely.

Safety and Protection – The Contractor shall take all necessary precautions to prevent damage, injury, and loss to:

1. All employees on the Project, employees of all subcontractors, and other persons and organizations who may be affected thereby;

2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, wetlands, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground facilities and utility districts when prosecution of the Work may affect them and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

Replace Section 5-1.29 JOB HAZARD ANALYSIS with:

5-1.29 JOB HAZARD ANALYSES

Safety Program – The Contractor shall establish, implement, and maintain a written injury prevention program as required by Labor Code Section 6401.7 and CA Code of Regs § 3203(a)(4) and 1511(b). Before beginning the Work, the Contractor shall file with the Engineer a written Contractor Safety Program that provides for the implementation of all of the Contractor's safety responsibilities and a job hazard analysis in connection with the Work at the Project site and the coordination of that program and its associated procedures and precautions with safety programs, precautions and procedures of each

of its Subcontractors and other Contractors performing work at the Project site. The Contractor shall be solely responsible for initiating, maintaining, monitoring, coordinating, and supervising all safety programs, precautions, and procedures in connection with the Work and for coordinating its programs, precautions, and procedures of the other Contractors and Subcontractors performing the Work at the Project site. The Safety Program should contain all the necessary elements for the Contractor to administer its program on the Project site. At a minimum, this written Safety Program shall address the elements required by Labor Code Section 6401.7 and CA Code of Regs § 3203(a)(4).

Submit each job hazard analysis as an informational submittal. Each job hazard analysis must identify the following:

1. Work activity description
2. Existing and predictable hazards associated with the work activity
3. Hazard control measures, preventative, or corrective actions to be taken for the work activity

Submit each job hazard analysis at least five (5) working days before the start of a work activity. During the project safety reviews required under Section 5-1.28 PROJECT SAFETY SUPERVISOR AND REVIEWS of these Special Provisions, discuss job hazard analyses for active work activities and work activities planned to start within five (5) working days.

Submit a revised job hazard analysis when equipment or methods change results in a change to the hazards previously identified. Submit a revised job hazard analysis within one working day of the identified change.

Add to Section 5-1.32 AREAS FOR USE

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

5-1.36A General

In addition to the requirements of 5-1.36A GENERAL of the State Standard Specifications, The Contractor assumes full responsibility for the protection, utility relocations, security, and maintenance of the job site, including but not limited to materials, equipment, and existing facilities, from the time of Notice to Proceed (NTP) until Final Acceptance. Any loss, theft, or damage to materials, equipment, or the work itself shall be the contractor's sole responsibility and must be repaired or replaced at their expense.

The Contractor shall protect existing pavement, striping, manholes, utilities, sidewalks, curbs, gutter, curb ramps, valley gutters, and driveways at all equipment crossings. The Contractor shall provide materials to shore and brace excavation areas in order to prevent existing structures, private properties and permanent improvements from failure or damage during construction. If requested, provide shoring design calculations and details for review by the Engineer. Damage to existing structures, private properties, and permanent improvements due to construction work conducted by the Contractor shall be restored to existing or better condition with no additional cost to the City.

Add to the list in Section 5-1.36A General:

12. Existing hardscape
13. Retaining walls
14. Trees, shrubs, other plants
15. Irrigation facilities

Replace *Reserved* in Section 5-1.36C(2) with:

The Contractor is responsible for the care and protection of all materials and equipment until the completion and final acceptance of the work.

The Contractor shall provide protection to the project site against trespass, vandalism or theft during the Maintenance Period. Any damage caused by the lack of adequate site protection shall be repaired or replaced at no additional cost to the City.

Add to the second paragraph of Section 5-1.36E Landscape:

3. Replace damaged oaks and sycamores at a 10:1 ratio
4. Replace damaged elderberry, cottonwood, and willows at a 5:1 ratio

For tree protection plan and requirements, refer to Appendix E

5-1.43 POTENTIAL CLAIMS AND DISPUTE RESOLUTION

In addition to the requirement outlined in section 5-1.43 POTENTIAL CLAIMS AND DISPUTE RESOLUTION of the State Standard Specifications, the City shall follow Caltrans's dispute resolution process. A Notice Regarding Assembly Bill 626 is located within Appendix A of these Special Provisions.

Replace the 2nd paragraph of Section 5-1.46 FINAL INSPECTION AND CONTRACT ACCEPTANCE with:

Immediately following the date the Engineer reports to the City Council as work completed, the Contractor is relieved from:

Add to the end of Section 5-1.46 FINAL INSPECTION AND CONTRACT ACCEPTANCE:

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 City Engineer, the project will be submitted to the City Council, which may accept the completed work.

The Contractor shall be responsible for restoring the proposed staging areas, the temporary access road, and any other areas temporarily impacted during construction evaluation to the work prior to the start of work. The project will not be accepted by the City until these areas are restored in kind to the satisfaction of the permits and acceptance of the Engineer. Before any work has begun, Contractor shall review the staging areas and access road with the Engineer to document their existing conditions.

Any paved areas shall be replaced with a structural section equal to or greater than the adjacent paved structural sections.

Any vegetated areas shall be replaced to its existing condition using planting similar to the adjacent undisturbed planting or as directed by the Engineer.

The costs for restoring of staging areas and access roads shall be included in the various items of work associated with this project and no separate payment will be made.

Add to Section 5-1.47 GUARANTEE:

5-1.47 GUARANTEE

The Contractor hereby agrees to make, at its sole expense, all repairs or replacements necessitated by defects in materials or workmanship, supplied under terms of the Contract Documents, and pay for any damage to other works resulting from such defects, which becomes evident within one (1) year after the date of acceptance of the Project as evidenced by the Notice of Completion recorded by the City. Unless otherwise provided

in Contract Documents, the one (1) year warranty period is the shortest duration and such duration may be a longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The Contractor further assumes responsibility for a similar guarantee for all work and materials provided by subcontractors or manufacturers of packaged equipment components. The Contractor also agrees to indemnify, defend, and hold the City harmless from liability of any kind arising from damage due to said defects. The Contractor shall repair failed areas in full, from lane line to lane line. All work done on failed areas shall be done in accordance with these Special Provisions and as directed by the Engineer.

The Contractor shall, upon the receipt of notice in writing from the City, promptly make all repairs arising out of defective materials, workmanship, or equipment. The City is hereby authorized to make such repairs, and the Contractor and its Surety shall be liable for the cost thereof, if fifteen (15) working days after the City giving of such notice to the Contractor, the Contractor has failed to make or undertake the repairs with due diligence. In case of emergency, where in the opinion of the City delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the expense in connection therewith shall be charged to the Contractor, and/or its Surety shall be liable for the cost thereof.

Prior to the expiration of the warranty period, the City reserves the right to hold a meeting and require the attendance of the Contractor. The purpose of the meeting is to review warranties, bonds and maintenance requirements and determine required repair or replacement of defective items. For the purpose of this paragraph, acceptance of the Work or a portion of the Work by the City, shall not extinguish any covenant or agreement on the part of the Contractor to be performed or fulfilled under this Contract which has not, in fact, been performed or fulfilled at the time of such acceptance. All covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

Nothing in the Contract Documents shall be construed to limit, relieve or release the Contractor's, subcontractor's and/or equipment supplier's liability to the City for damages sustained as the result of latent defects in the equipment furnished or work performed. Further, nothing in the Contract Documents shall be deemed to be a waiver by the City of any rights or remedies, or time limits in which to enforce such rights or remedies, that it may have against the Contractor, subcontractors, suppliers of the equipment and work performed under the Contract Documents. ~~A copy of the Warranty Bond is located within Appendix A of these Special Provisions. The Warranty Bond shall be submitted prior to the Notice of Completion date~~

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6 CONTROL OF MATERIALS

Add to Section 6 CONTROL OF MATERIALS:

In addition to Section 6 CONTROL OF MATERIALS of the State Standard Specifications, the Contractor shall follow the most current City of Goleta Quality Assurance Program.

QUALITY ASSURANCE MEETINGS

The Contractor or the Engineer may request a meeting prior to the start of a particular phase of the project to discuss how the Work shall be accomplished in accordance with the quality requirements of the contract documents, codes, permits and industry standards. All required inspection and testing applicable to this phase of the project will be discussed in detail. The Contractor shall require that all management and quality control personnel employed by the Contractor for this phase of the project are in attendance. Quality assurance meetings might be requested for such phases of the project as sitework, concrete, mitigation plantings, bridge construction, and utility coordination with the engineer.

Replace *Reserved* in Section 6-1.03B with:

6-1.03B Submittals

6-1.03B(1) General

Not Used

6-1.03B(2) Work Plan

For local material, such as rock, gravel, earth, structure backfill, pervious backfill, imported borrow, and culvert bedding, obtained from a (1) noncommercial source, or (2) source not regulated under California jurisdiction, submit a local material plan for each material at least 60 days before placing the material. The local material plan must include:

1. Certification signed by you and an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

   > I am aware local material from a noncommercial source or a source not regulated under CA jurisdiction must be sampled and analyzed for pH and lead and may require sampling and analysis under section 6-1.03B(3) for other constituents of concern based on the land use history. I am aware that local material sources must not contain ADL at concentrations greater than 80 mg/kg total lead or equal to or greater than 5 mg/L soluble lead as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II. I am aware that a maximum quantity of material may be excavated at the site based on the minimum number of samples taken before excavating at the site under section 6-1.03B(3).

2. Land use history of the local material location and surrounding property
3. Sampling protocol
4. Number of samples per volume of local material
5. QA and QC requirements and procedures
6. Qualifications of sampling personnel
7. Stockpile history
8. Name and address of the analytical laboratory that will perform the chemical analyses
9. Analyses that will be performed for lead and pH
10. Other analyses that will be performed for possible hazardous constituents based on:
    10.1. Source property history
    10.2. Land use adjacent to source property
    10.3. Constituents of concern in the ground water basin where the job site is located

The plan must be sealed and signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State.

If the plan requires revisions, the Engineer provides comments. Submit a revised plan within 7 days of receiving comments. Allow 7 days for the review.

6-1.03B(3) Analytical Test Results

At least 15 days before placing local material, submit analytical test results for each local material obtained from a noncommercial source or a source not regulated under CA jurisdiction. The analytical test results must include:

1. Certification signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

    > The analytical testing described in the local material plan has been performed. I performed a statistical analysis of the test results using the US EPA's ProUCL software with the applicable 95 percent upper confidence limit. I certify that the material from the local material source is suitable for unrestricted use at the job site, it has a pH above 5.0, does not contain soluble lead in concentrations equal to or greater than 5mg/l as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II, does not contain lead in concentrations above 80 mg/kg total lead, is free from all other contaminants identified in the local material plan, and will comply with the job site's basin plan and water quality objectives of the RWQCB.

2. Chain of custody of samples
3. Analytical results no older than 1 year
4. Statistical analysis of the data using US EPA’s ProUCL software with a 95 percent upper confidence limit
5. Comparison of sample results to hazardous waste concentration thresholds and the RWQCB's basin plan requirements and water quality objectives for the job site location

6-1.03B(4) Sample and Analysis

Sample and analyze local material from a (1) noncommercial source or (2) a source not regulated under CA jurisdiction:

1. Before bringing the local material to the job site
2. As described in the local material plan
3. Under US EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846)

The sample collection must be designed to generate a data set representative of the entire volume of proposed local material.

Before excavating at the (1) noncommercial material source or (2) a source not regulated under CA jurisdiction, collect the minimum number of samples and perform the minimum number of analytical tests for the corresponding maximum volume of local material as shown in the following table:

Minimum Number of Samples and Analytical Tests for Local Material

Maximum volume of imported borrow (CY)	Minimum number of samples and analytical tests
< 5,000	8
5,000–10,000	12 for the first 5,000 CY plus 1 for each additional 1,000 CY or portion thereof
10,000–20,000	17 for the first 10,000 CY plus 1 for each additional 2,500 CY or portion thereof
20,000-40,000	21 for the first 20,000 CY plus 1 for each additional 5,000 CY or portion thereof
40,000–80,000	25 for the first 40,000 CY plus 1 for each additional 10,000 CY or portion thereof
> 80,000	29 for the first 80,000 CY plus 1 for each additional 20,000 CY or portion thereof

Do not collect composite samples or mix individual samples to form a composite sample.

Analyze the samples using the US EPA's ProUCL software with a 95 percent upper confidence limit. All chemical analysis must be performed by a laboratory certified by the SWRCB's Environmental Laboratory Accreditation Program (ELAP).

The analytical test results must demonstrate that the local material:

1. Is not a hazardous waste
2. Has a pH above 5.0
3. Has an average total lead concentration, based upon the 95 percent upper confidence limit, at or below 80 mg/kg
4. Is free of possible contaminants identified in the local material plan

5. Complies with the RWQCB's basin plan for the job site location
6 Complies with the RWQCB's water quality objectives for the job site location

6-1.03C Local Material Management

Do not place local material until authorized.

If the Engineer determines the appearance, odor, or texture of any delivered local material suggests possible contamination, sample and analyze the material. The sampling and analysis is change order work unless (1) hazardous waste is discovered or (2) the analytical test results indicate the material does not comply with section 6-1.03B(3).

Dispose of noncompliant local material at an appropriately permitted CA Class I, CA Class II or CA Class III facility. You are the generator of noncompliant local materials.

Replace Section 6-1.04 BUY AMERICA with:

6-1.04 BUY AMERICA

6-1.04A General

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

6-1.04B Steel and Iron Materials

Steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (3/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total bid or $2,500, the material may be used if authorized

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured.

All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

6-1.04C Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of Section 6-1.04B STEEL AND IRON MATERIALS of these Special Provisions regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of Section 6-1.04B STEEL AND IRON

MATERIALS of these Special Provisions if the weight of steel and iron components constitute ninety (90) percent or more of the total weight of the manufactured product.

6-1.04D Construction Materials

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products such as:
   2.1. Polyvinylchloride
   2.2. Composite building materials
   2.3. Polymers used in fiber optic cables
3. Glass
4. Fiber Optic Cable (including drop cable)
5. Optical fiber
6. Lumber
7. Engineered Wood
8. Drywall

All manufacturing processes for these materials as defined in 2 CFR 184.6 must occur in the United States. Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

A Certificate of Compliance, conforming to the provisions in Section 6-2.03C CERTIFICATES OF COMPLIANCE of the State Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the listed exceptions.

Add Section 6-1.06E

6-1.06E USE OF UNITED STATE-FLAG VESSELS

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for this Project, the Contractor, Subcontractor, or vendor shall conform to the following:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within twenty (20) days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime Contractor in the case of Subcontractor bills-of lading) and to the Office of Cargo and Commercial Sealift (MAR620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the Contractor). 46 CFR 381.7.

The Contractor agrees to insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Add to Section 6-2.02A General:

Provide a descriptive outline of the Contractor's planned quality control program for this Project. This program would integrate and compliment the testing and inspection requirements found in the Contract Documents. Also describe how quality control would be managed, and by appendix, the resume of the Contractor's proposed QC Manager for this Project. The QC Manager can be the same person as the full-time Project Manager.

DEFINITION

1. Specific quality control requirements for the Work are indicated throughout the Contract Documents. The requirements of this Section are primarily related to performance of the Work beyond furnishing of manufactured products. The term "Quality Control" includes inspection, sampling and testing, and associated requirements.

2. Quality Control: All those planned and specified actions or operations necessary to produce a product or service that will meet requirements for quality as specified. Quality Control is the responsibility of the Contractor. The Contractor will monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

3. Quality Assurance: Those planned and systematic operations conducted to ensure that the operations and/or products incorporated into the project meet the project specifications. Quality Assurance encompasses oversight of the Contractor's Quality Control; verifying the results of Contractor testing; review of sampler, tester and laboratory qualifications; independent assurance sampling and testing, and inspection for conformance with the plans and specifications. Quality Assurance is the responsibility of the Contractor and Engineer.

Quality Control Program:

1. Contractor shall develop a detailed written Quality Control (QC) Program for all Work required in the Contract Documents. The Contractor must submit for the Engineer's acceptance the Contractor's Quality Control Program (QC Program) for the entire Project before beginning any of the Work other than mobilization tasks to install temporary facilities. Except for mobilization, no other work will begin until the Engineer has accepted the Contractor's overall QC Program for the project. This QC Program must meet the objectives and requirements as defined herein. The QC Program must be specific to this Project and the Contract Documents.
2. In addition, the Contractor must submit for the Engineer's acceptance the Contractor's individual QC Plans before starting each area or division of the Work and/or new specialty trade to complete any portion of the Work. Work will be permitted to start only after the Engineer reviews and accepts Contractor's individual QC Plan. The individual QC Plans must identify all QC personnel, procedures, inspections, tests, inspection/test hold points, instructions, reports, records, schedules, etc. specific for each area or division of the Work and/or new specialty trade to complete any portion of the Work.
3. Contractor shall appoint a full time QC Officer who will have the sole responsibility for the full-time oversight, implementation, and monitoring of the QC Program on this one project. Contractor shall maintain a log of required testing indicating the tests or sampling and test method required, location, frequency and responsibility.
4. Contractor shall provide written procedures defining methods of construction, control measures, and the performance of inspections and testing for the different types of Work.
5. Procedures shall detail "Hold Points," where Work shall not proceed until the required Quality Control functions are performed and documentation shows the Work meets the requirements of the Contract.
6. Procedures shall detail problem resolution steps in the event the Work does not meet the Contract Specifications.
7. Procedures shall be provided for all major activities of Work.
8. Contractor shall maintain evidence of activities affecting quality, including operating logs, records of inspections and tests, audit reports, material analyses, personnel qualification and certification records, procedures, and document review records.

9. Quality records shall be maintained in a manner that provides for timely retrieval, and trace-ability. Quality records shall be protected from deterioration, damage, or destruction.

SAMPLING AND TESTING

1. Certified Test Reports:
   a. When transcripts or certified test reports are required by the Contract Documents, Contractor shall, before delivery of Materials or Equipment:
      1) Perform all testing in an approved independent laboratory or the manufacturer's laboratory.
      2) Submit for approval reports of shop tests within 30 days of testing.
      3) Certificates shall be submitted in the form of a letter stating 1 or more of the following:
         a) Manufacturer has performed all required tests.
         b) Materials to be supplied meet all test requirements.
         c) Tests were performed not more than 1 year prior to submittal of the certificate.
         d) Materials and Equipment subjected to the tests are of the same quality, manufacture, and make as those specified.
         e) Identification of the materials.

2. Manufacturer's Certificates:
   a. All Equipment shall be installed under either the continuous or periodic supervision of the manufacturer's authorized representative.
   b. Manufacturer shall certify that Equipment:
      4) Has been adjusted and initially operated in the presence of the manufacturer's authorized representative
      5) Operates in accordance with the specified requirements to the manufacturer's satisfaction.

INSPECTION AND TESTING SERVICE

1. Unless otherwise indicated, all products, materials, and equipment shall be subject to inspection by the Engineer at the place of manufacture as specified in this bid document.
2. The City or an independent firm retained by the City will perform inspections, testing, and other services as required by the Engineer.
   a. The Contractor shall cooperate with the Engineer or independent firm and furnish samples of materials, design mix, equipment, tools, storage, and assistance as requested.
   b. The Contractor shall notify Engineer three (3) working days prior to the expected time for operations requiring inspection and laboratory testing services.
   c. Retesting required because of non-conformance to

requirements shall be performed by the same independent firm on instructions by the Engineer. The Contractor shall bear all costs from such retesting.

B. INSTALLATION
1. Inspection: The Contractor shall inspect materials or equipment upon the arrival on the job site and immediately prior to installation and reject damaged and defective items.
2. Measurements: The Contractor shall verify measurements and dimensions of the Work, as an integral step of starting each installation.
   a. Manufacturer's Instructions: Where installations include manufactured products, the Contractor shall comply with manufacturer's applicable instructions and recommendations for installation, to whatever extent these are more explicit or more stringent than applicable requirements indicated in Contract Documents.
   b. When manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

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7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add to Section 7-1.02I(2) Nondiscrimination:

7-1.02I(2) NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

The Contractor’s attention is called to the "Nondiscrimination Clause", set forth in Section 71.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of $5,000 or more.

Add Section 7-1.02I(3):

7-1.02I(3) NONDISCRIMINATION STATEMENT

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will

not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

Add Section 7-1.02I(4):

7-1.02I(4) CONTRACT ASSURANCE

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

Replace the 1st item in the list of the 2nd paragraph of Section 7-1.02K(2) with:

1. At the City's Office

Add to Section 7-1.02K(2) Wages:

The possibility of wage increases is one of the elements to be considered by the Contractor in determining the bid, and will not under any circumstances be considered as the basis of a claim against the City on the contract.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the City of Goleta, 130 Cremona Drive, Suite B, Goleta, CA 93117. Changes, if any, to the general prevailing wage rates will be available at the same location.

Payment of prevailing wage must be documented through submission of certified payroll records for the prime Contractor and lower tier Subcontractors. Redacted certified payroll records will be submitted and reviewed through CMIS.

Add to Section 7-1.02K(5) Working Hours:

7-1.02K(5) WORKING HOURS

When school is in session, regular working hours may be altered by the Engineer to coincide with the school hours of operations. The working hours for the project are 8:00 AM to 5:30 PM.

Working hours and lane closures of SR-217, Kellogg Ave, and Calle Real shall be followed as outlined in the lane closure charts in Section 12-4.02C of these Special Provisions.

If the Engineer approves overtime work, the City shall make deductions in the contractor progress payment. The Contractor shall reimburse the City as outlined in Section 5-1.08 INSPECTION of these Special Provisions for the actual cost of all inspection cost for work requested outside of the contract working hours, Saturday and Sunday work, or inspection performed during designated City, State, or Federal holidays.

Requests for authorization to perform work outside the hours listed above shall be made in writing to the Engineer in writing at least seventy-two (72) hours in advance.

Designated City holidays are: New Year's Day (January 1st), Martin Luther King Day (third Monday in January), President's Day (third Monday in February), Memorial Day (last Monday in May), Juneteenth (June 19th) Independence Day (July 4th), Labor Day (first Monday in September), , Veteran's Day (November 11th), Thanksgiving Day (fourth Thursday in November), day after Thanksgiving Day (fourth Friday in November), Christmas Eve (December 24th), Christmas Day (December 25th), and New Year's (Eve December 31). When a designated holiday falls on a Saturday or Sunday, the preceding Friday or following Monday (respectfully) shall be a designated holiday.

Replace Section 7-1.02K(6)(j)(iii) Unregulated Earth Material Containing Lead with:

7-1.02K(6)(j)(iii) Unregulated Earth Material Containing Lead

Section 7-1.02K(6)(j)(iii) includes specifications for handling, removing, and disposing of unregulated earth material containing lead. Management of this material exposes workers to health hazards that must be addressed in your lead compliance plan. This material contains average lead concentrations below 80 mg/kg total lead and below 5 mg/L soluble lead and is not regulated by DTSC as a hazardous substance or a hazardous waste. This material does not require disposal at a permitted landfill or solid waste disposal facility. The RWQCB has jurisdiction over reuse of this material at locations outside the job site limits.

Manage regulated earth material containing lead under sections 14-11.08.

Unregulated earth material containing lead is present on the job site at the following locations:

Location	Element of work	Depth
From station 31+89.44 to station 62+85.55, westbound of Route 217	Excavation for new shoulders	0-feet to 2-feet

Unregulated earth material containing lead has been detected to a depth of within the job site. Unregulated levels of lead found range from less than to mg/kg total lead with an average concentration of mg/kg total lead as analyzed by EPA test method 6010 or

EPA test method 7000 series and based upon a 95 percent upper confidence limit. Unregulated levels of lead on the job site have a predicted average soluble concentration of mg/L as analyzed by the California Waste Extraction Test and based upon a 95 percent upper confidence limit.

Handle the material under all applicable laws, rules, and regulations, including those of the following agencies:

1. Cal/OSHA
2. CA RWQCB, Region 3 – Central Coast

If unregulated material is disposed of:

1. Submit at least 15 days before disposal, the form titled "Agreement between a Contractor Working on State Facilities and a Real Property Owner for Disposing Construction-related Material Suitable for Use on Residential Zoned Property" which discloses the lead concentration of the material to the receiving property owner and obtains authorization for disposal on the property. Give a copy of the signed form to the property owner.
2. You are responsible for any additional sampling and analysis required by the receiving property owner.

If you choose to dispose of unregulated material at a commercial landfill:

1. Transport it to a Class III or Class II landfill appropriately permitted to receive the material
2. You are responsible for identifying the appropriately permitted landfill to receive the material and for all associated trucking and disposal costs, including any additional sampling and analysis required by the receiving landfill

Add to Section 7-1.02M(2) Fire Protection:

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

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

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

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

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

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

3. 10 shovels, 5 axes, two 5-gallon water-filled backpack fire pumps
4. 100-gallon tank of water with a gasoline motor powered pump and 100 feet of 3/4-inch hose on a reel

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

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

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

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

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

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

The Engineer may suspend work wholly or in part due to hazardous fire conditions. The days during this suspension are non–working days. If field and weather conditions

become such that the work is suspended, Section 7-1.02M(2) FIRE PROTECTION of these Special Provisions will not be enforced for the period of the suspension.

Replace *Reserved* in Section 7-1.02P with:

The Contractor shall submit Federal Aviation Administration (FAA) form 7460-1. The Contractor shall comply with the FAA regulations including marking, lighting, and height restrictions. The form is located at the following website:

https://www.faa.gov/documentLibrary/media/Form/FAA_Form_7460-1_2017.pdf

Anticipate a height restriction of 100 ft above ground level and 129 ft above mean sea level. A draft of the FAA letter is provided as supplemental information.

The Contractor is responsible for filing a Notice of Alteration (FAA Form 7460-1) with the Federal Aviation Administration of any construction activity that would require notification. The City has determined that the permanent alterations are exempt from notification under section 77.9(a)(1) and 77.9(e)(1) as listed on the Form 7460-1 instructions

Add to the end of Section 7-1.03 PUBLIC CONVENIENCE:

Contractor shall notify the affected residents and businesses five (5) calendar days in advance of the start of work. Notification shall be done by using “door knob” type notices which shall include a description of the impending work, the date and time when traffic will be restricted, a date and time when parking will not be allowed along the street scheduled for renovation and forty-eight (48) hour window of “no landscape irrigation” prior to work. Contractor's representative name and phone number, City representative name and phone number, along with any other information requested by Engineer. A sample of the required notification is located within Appendix A of these Special Provisions.

Ten (10) calendar days prior to beginning construction, Contractor shall assist in notifying local schools, hospitals, ambulance services, police and fire departments, transit agencies, refuse collectors and Underground Service Alert (USA) of its schedule of work.

Such notices must be prepared and printed by Contractor, reviewed & approved by Engineer, and must be served by Contractor's representative in person to each residence and business. Failure of Contractor to properly serve such notices will be cause for suspension of work until compliance with this requirement is achieved and shall result in $300 per street per occurrence withheld from Contractor’s progress payment. No extension of time will be allowed to Contractor for lost time due to his failure to distribute such notices in a timely manner or from suspension of work due to non-compliance. Contractor must document delivery of notices by providing an e-mailed list of locations where notices were delivered including the date and time of completion, by the end of the day of delivery. Contractor must also e-mail a minimum of five clear photos (2-megapixel) showing completion of the delivery and parking restriction signs for each street notified. Contractor must send e-mail to an e-mail address as directed by Engineer.

If for any reason the work is delayed or rescheduled after the required notifications have

been issued, the Contractor shall re-date the signs affected, notify residents and businesses of the change via a new "door knob" notice, and re-contact the local services and agencies. If the work is delayed more than five (5) calendar days, the Contractor shall remove the signs and place re-dated signs two (2) working days (four (4) calendar days prior to work beginning on a Monday or Tuesday) in advance of the work. Contractor is responsible for and must deliver public notification for all phases of the work. Contractor must submit for approval all notices for content and delivery schedule two weeks prior to actual delivery.

Contractor shall furnish and place "No Parking" signs, 12 inches by 18 inches minimum size and approved by the Engineer, throughout the area of work at fifty-foot intervals two (2) working days (four (4) calendar days prior to work beginning on a Monday or Tuesday) prior to the start of construction. In rural areas, the signs shall be placed at intervals not to exceed 400 feet. The signs shall include the date and time during which parking is prohibited. A sample of the temporary "No Parking" signs is located within Appendix A of these Special Provisions. Failure to place "No Parking" signs shall result in $300 per street per occurrence withheld from Contractor's progress payment. The Contractor shall remove these signs immediately when they are no longer needed. The signs shall post the city ordinance referencing towing of vehicles illegally parked.

Replace the 13th paragraph of Section 7-1.04 PUBLIC SAFETY with:

Equipment must enter and leave the highway via existing ramps and crossovers and must move in the direction of traffic. All movements of workers and construction equipment on or across lanes open to traffic must be performed in a manner that do not endanger the public. The Contractor's vehicles or other mobile equipment leaving an open traffic lane to enter the construction area must slow down gradually in advance of the location of the turnoff to give the traffic following an opportunity to slow down. When leaving a work area and entering a roadway carrying traffic, the Contractor's vehicles and equipment must yield to traffic. Compensation for flaggers, used for all movement of workers and construction vehicles and equipment on or across lanes open to traffic, is included in the bid items of work involved.

Add to the end of Section 7-1.04 PUBLIC SAFETY:

The Contractor shall cooperate with and notify the local police and fire departments, school districts, Refuse, ambulance services, Santa Barbara Metropolitan Transit District, (MTD) and Public Works Street Division of proposed construction operations ten (10) working days before work is to begin.

The Contractor shall be responsible to notify and coordinate their schedule with schools that may be in or adjacent to the projects area.

All work must be coordinated with the Traffic Control Plan, Project Schedule, Contract Period, Submittals and other requirements of these Contract Documents.

A copy of the accepted Traffic Control Plan must be kept at the job site at all times.

Contractor must maintain a minimum of one lane, not less than 11 feet wide, in each direction of travel at all times.

All movements at intersections must be maintained.

Refer to Section 12 TEMPORARY TRAFFIC CONTROL for lane closure restrictions.

To allow for adequate intersection inspection of the work by City and minimize impacts on surrounding neighborhoods the following contract items shall have the hours of work restricted as follows:

1. Certain streets near schools require work hour restrictions: The streets shown in Appendix A "School Zone Work Hour Restriction Map" and their associated schools are listed below. Contractor shall coordinate work in school zones by notifying schools and Engineer two weeks in advance of construction and not performing work during the restricted hours. Contractor shall not perform any work on the streets identified in the "School Zone Work Hour Restriction Map" before 8:30 a.m. and from 2:30 p.m. to 3:30 p.m.

2. Contractor may request exceptions by submitting a traffic control plan to Engineer for approval that shows that school pedestrians, bicycles, and vehicular traffic will not be adversely affected by the work. Requested exception does not guarantee excepted work will be allowed.

    i. Elementary Schools:
        - Brandon School - 195 Brandon Drive; (805) 571-3770
        - Ellwood - 7686 Hollister Avenue; (805) 571-3774
        - Kellogg - 475 North Cambridge Drive; (805) 681-1277
        - La Patera - 555 North La Patera Lane; (805) 681-1280
        - Santa Barbara Charter School - 6100 Stow Canyon Road; (805) 967-6522

    ii. Middle School
        - Goleta Valley - 6100 Stow Canyon Road; (805) 967-3486
        - Santa Barbara Charter School - 6100 Stow Canyon Road; (805) 967-6522

    iii. Junior High School
        - Goleta Valley - 6100 Stow Canyon Road; (805) 967-3486

    iv. High School
        - Dos Pueblos - 7266 Alameda Avenue; (805) 968-2541

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various contract items of work

involved and no additional compensation will be allowed therefor.

Replace Section 7-1.09 UNSHELTERED INDIVIDUALS ENCAMPMENTS with:

7-1.09 UNSHELTERED INDIVIDUALS ENCAMPMENTS

There are known unsheltered individual's encampments within the Project area. The City will post the area and remove encampments including encampment debris prior to the start of construction. The Contractor will be responsible for securing the site following the issuance of the Notice to Proceed (NTP) letter. Notify local law enforcement if unsheltered individuals encampments return within the project area and affect performance of the work.

Replace *Reserved* in Section 7-1.10 with:

7-1.10 PERMITS AND LICENSES

The City has received permits and a copy of the permits can be found in Appendix C. A copy of all permits listed below must be kept at the job site at all times.

The Contractor shall comply with all permit conditions and requirements. If, for any reason, the permit time limits need to be extended, it shall be the Contractor's sole responsibility to request such extension(s) and to pay any additional fees associated with the permit extension(s). Refer to sections elsewhere in these special provisions for more detail on permits.

No separate measurement or payment shall be made for compliance with permit requirements, extensions or preparation and approval of Contractor's work plan and dewatering plan. The Contractor shall include the costs associated with these items in the various bid items to which the Work relates.

Full compensation for conforming to all requirements specified in this section shall be considered as included in the contract price paid for other items of work and no additional compensation will be allowed therefor.

Right of Way

The Contractor shall not be entitled to the exclusive use of any public street or right-of-way during the performance of the work under the contract, and Contractor must conduct operations so as not to interfere unnecessarily with business, traffic, pedestrians, and the authorized work of utility companies or other agencies in the street or rights-of-way. Neither the Specifications nor the Plans may be construed as entitling the Contractor to conduct operations within the rights-of-way that violate any local, county, or state ordinance or regulation restricting interference with watercourses and drainage channels. Contractor must take adequate precautions against obstructing storm water flow within the project limits. Contractor may not deposit excavated materials, store equipment or construction materials within the street.

7-1.10A RELATIONS WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION.

A portion of this project is located within the jurisdiction of the California Department of Transportation (Caltrans). The Contractor shall complete, sign, and submit the Encroachment Permit Applicant: Contractor(s) Authorization Form DOT TR-0429, prior to the pre-construction meeting, to the Caltrans Oversight Engineer. See Appendix A for this form.

Attention is directed to Sections 5-1.36 PROPERTY AND FACILITY PRESERVATION of the State Standard Specifications.

Any change in the conditions listed in the permit proposed by the Contractor shall be submitted to the Engineer for transmittal to the State of California Department of Transportation for their approval. Changes shall not be implemented until approved in writing by the State of California Department of Transportation.

The Contractor shall prepare a traffic control plan for review and approval by Caltrans as part of the Encroachment Permit application.

In addition to traffic control devices, the Contractor shall comply with all conditions of the Caltrans Stormwater Permit for construction activities within the State right of way.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

7-1.10B RELATIONS WITH THE COUNTY OF SANTA BARBARA

A portion of this project is located within the jurisdiction of the County of Santa Barbara (County). Before construction, the Contractor shall obtain an Encroachment Permit from the County for the portion of work located within the County right-of-way and for placing and maintaining any proposed traffic control measures within the County right-of-way. The Contractor shall prepare a traffic control plan for review and approval by the County as part of the Encroachment Permit application. The cost of the Encroachment Permit shall be paid by the Contractor.

Attention is directed to Sections 5-1.36 PROPERTY AND FACILITY PRESERVATION of the State Standard Specifications.

Any change in the conditions listed in the permit proposed by the Contractor shall be submitted to the Engineer for transmittal to the County for their approval. Changes shall not be implemented until approved in writing by the County.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

Add to the end of Section 7-1.11A General:

Each subcontract and any lower-tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 7 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC of these special provisions.

Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due or to become due, until correction is made. Failure to comply may result in termination of the contract.

Replace the first sentence of Section 7-1.11D Training with:

For the Federal Trainee Program, the number of trainees or apprentices is 19.

Add Section 7-1.12 COOPERATION:

7-1.12 COOPERATION

The Contractor shall cooperate with other forces constructing, relocating, and/or modifying facilities within the project limits. The Contractor shall coordinate his work with that of others, including utility companies, to prevent delays.

It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present and/or relocated positions as shown on the plans or as described in the specifications, and that no additional compensation will be allowed for any delays, inconvenience, or damages sustained due to any interference from said appurtenances or the operation of moving them. In addition, the Contractor shall not be allowed any additional compensation for delays of inconvenience sustained by the Contractor due to the City not having City-supplied equipment ready for pick-up. In such a case, the City may increase the number of working days for the contract.

Five (5) days prior to beginning work, the Contractor shall provide to the Engineer, in writing, the name and telephone number of a representative who is directly involved with this project, and under the supervision of the Contractor. The Contractor's representative may be contacted by City staff during non-working hours including nights, weekends and holidays in the case of any public inconvenience and/or emergency relating to the Contractor's operations. The Contractor must address the public inconvenience and/or emergency within two (2) hours of notifications. Failure to address the public inconvenience and/or emergency within two (2) hours shall result in the amount of $500 per hour for each hour thereof withheld from Contractor's progress payment. The contact representative shall not be replaced by another company employee for the duration of the project without a written explanation from the Contractor which has been approved by the Engineer. Should a new representative be used, he/she shall be knowledgeable of the project, the events, and/or revisions that may be occurring.

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

Add Section 7-1.13 ESCROW BID DOCUMENTS:

7-1.13 ESCROW BID DOCUMENTS

The lowest responsible and responsive bidder shall submit one copy of all documentary information generated in preparation of the bid for this project within eight (8) working days after the bid opening. This material is hereinafter referred to as Escrow Bid Documents (EBDs).

As a condition of awarding the contract, the lowest responsible bidder agrees that the EBDs constitute the only complete documentary information used in preparing its Bid Proposal. No other bid proposal preparation information shall be considered when resolving disputes.

Nothing in the EBDs shall change or modify the terms or conditions of the Contract.

Should the City not be able to execute a Contract with the lowest responsible bidder, the City may notify the next lowest responsible bidder of a Notice of Intent to Award. Upon receipt of such notice, the next lowest responsible bidder shall submit one copy of its EBDs as described herein within five (5) working days after receipt of notice from City.

Ownership

1. The EBDs are and shall always remain the property of the Contractor subject only to joint review by City and the Contractor, except as provided for herein.
2. City stipulates and expressly acknowledges that the EBDs, as defined herein, constitute trade secrets. This acknowledgment is based on City's express understanding that the information contained in the EBDs is not known outside the Contractor's business, is known only to a limited extent and only by a limited number of employees of the Contractor, is safeguarded while in the Contractor's possession, and is extremely valuable to competitors by virtue of its reflecting the Contractor's contemplated techniques of construction.
3. City acknowledges that EBDs and the information contained therein are made available to City only because such action is an express prerequisite to award of the Contract. City acknowledges that the EBDs include a compilation of information used in the Contractor's business, intended to give the Contractor an opportunity to obtain an advantage over competitors who do not know of or use the contents of the documentation. City agrees to safeguard the EBDs and all information contained therein to the fullest extent permitted by law.

Purpose

EBDs will be used to assist in the negotiation of price adjustments and variations and in the settlement of disputes, claims and other controversies. They will not be used for pre- award evaluation of the Contractor's anticipated methods of construction or to assess the Contractor's

qualifications for performing the Work.

FORMAT AND CONTENTS

1. Contractors may submit EBDs in their usual cost-estimating format. Extra work is not intended to be required in preparing the Bid Proposal but to ensure that the EBDs will be adequate to enable complete and proper understanding and proper interpretation for their intended use. The EBDs shall be in English only.
2. The EBDs shall include a complete and detailed cost breakdown for each item in the bid. All items must be separated into sub-items to present a thorough and transparent cost estimate, allowing for a detailed cost review. The EBDs should include all quantity take-offs, crew compositions, equipment assignments, and production and progress calculation rates. Supporting documents such as copies of quotations from subcontractors and suppliers, memoranda, narratives, consultant reports, add/deduct sheets, and any other information used by the contractor to develop the bid prices should be provided. The estimated costs must be broken down into the contractor's standard estimating categories, including direct labor, repair labor, equipment operation, equipment ownership, expendable materials, permanent materials, and subcontract costs. Indirect costs such as home office overhead, field office supervision, utilities, bonding, and insurance should be detailed in the contractor's usual format, with these costs indicated for each portion of the estimate.
3. Labor details should include classifications, wage rates, overtime assumptions, and applicable union agreements. Equipment utilization should differentiate ownership versus rental costs, with supporting data on depreciation, fuel consumption, and maintenance. Contingencies and risk allowances should be identified, with justifications for the assumptions used in their calculation. Assumptions about material price escalation, supplier commitments, and potential market fluctuations must also be included. Copies of all subcontractor and supplier quotations and scope clarifications and any inclusions or exclusions should be provided for review.
4. Mobilization and demobilization costs should be itemized and explained, including initial site setup, temporary facilities, clean-up, and equipment removal. Production rates and task-level productivity assumptions should be documented and supported with historical data or industry benchmarks should support production rates and task-level productivity assumptions. The EBDs should also include a Basis of Estimate (BOE) summarizing key assumptions, exclusions, and contingencies. Markup and profit margins must be clearly detailed and allocated appropriately across bid items. Time-sensitive cost assumptions and potential escalation clauses should be analyzed and documented. To ensure completeness, quantities should be verified and reconciled with the project plans, subcontractor quotes should align with the bid scope, and

all contingencies, assumptions, and risk factors must be well-documented. The contractor's allocation of indirect costs, plant and equipment expenses, and other relevant items should be explicitly stated to prevent ambiguities. This comprehensive approach guarantees that the EBDs provide a transparent and defensible basis for the bid, reducing the risk of disputes or misunderstandings during project execution.

5. The EBDs shall clearly show in calculations, text, or both, the relationship between baseline indications presented in the Contract Documents and assumptions that form the basis for the Contractor's means, methods, equipment selection, rates of production, and costs.
6. All costs shall be identified. For work items under $5,000, estimated unit costs are acceptable without detailed cost breakdowns, provided labor, equipment, materials, subcontracts, and applicable markups are included.
7. City-provided bid Documents should not be included in the EBDs unless necessary to comply with the above requirements.

Submittal

1. The lowest responsible bidder shall submit their EBDs in a sealed container (e.g., sealed envelope, box or carton sealed with tape, locked strongbox, etc.), and the container shall be clearly marked on the outside with the Contractors name, date of submittal, project name, Contract No., and the words "Escrow Bid Documents". The EBDs shall be submitted to:

Mr. Michael Winnewisser
City of Goleta
Department of Public Works
130 Cremona Drive, Suite B
Goleta, CA 93117 United States

2. The EBDs shall be accompanied, on the outside of the container, by the "Bid Documentation Certification", signed by an individual authorized by the Contractor to execute the Bid, stating that the material in the Escrow Bid Documentation constitutes all the documentary information used in the preparation of the Bid l and that he or she has personally examined the contents of the EBDs container and has found that the documents in the container are complete:

"ESCROW BID DOCUMENT CERTIFICATION"

THE UNDERSIGNED HEREBY CERTIFIES THAT THE BID DOCUMENTATION CONTAINED HEREIN CONSTITUTES ALL THE INFORMATION USED IN PREPARATION OF THE BID AND THAT I HAVE PERSONALLY EXAMINED THESE CONTENTS AND HAVE FOUND THAT THIS BID DOCUMENTATION IS COMPLETE.

SIGNATURE:_____

NAME: _____
(Print)

TITLE: _____

FIRM: _____

DATE:_____

3. Prior to award of the contract, the EBDs of the lowest responsible bidder will be examined, organized and inventoried by representatives of City, together with members of the Contractor's staff who are knowledgeable in how the Bid Proposal was prepared. This examination is to ensure that the EBDs are authentic, legible, and complete. It will not include review of and will not constitute approval of proposed construction methods, estimating assumptions, or interpretations of the contract documents. Examination will not alter any condition(s) or term(s) of the Contract.
4. If all documentation required in the "Format and Contents" has not been included in the original submittal, additional documentation shall be submitted, at City's discretion, prior to award of the Contract. The detailed breakdown of estimated costs shall be reconciled and revised, if appropriate, by agreement between the Contractor and City before making the award.
5. If the Contract is not awarded to the lowest responsible bidder , the EBDs of the next lowest responsible bidder to be considered for award shall be processed, as described above.
6. Timely submission of the complete EBDs is an essential element of the Contractor's responsibility and a prerequisite to contract award. Failure to provide the necessary EBDs within the specified time frame will be sufficient cause for City to reject the Bid AS NON-RESPONSIVE.
7. If the Contractor's Bid is based on subcontracting any part of the Work, each subcontractor whose total subcontract price exceeds five percent (5%) of the Total Bid Price submitted by the Contractor, shall provide separate EBDs to be included with those of the Contractor,. These documents will be opened and examined in the same manner and at the same time as the examination described above for the highest ranked Contractor,. THE FAILURE TO SUBMIT SUBCONTRACTOR

EBDs MAY RENDER CONTRACTOR'S BID PROPOSAL NON-RESPONSIVE.

8. If the Contractor wishes to subcontract any portion of the Work after award, City retains the right to require the Contractor to submit EBDs from the subcontractor before the subcontract is approved. THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE INTERPRETED AS A WAIVER BY THE CITY OF ANY OF THE REQUIREMENTS OR PROVISIONS OF PUBLIC CONTRACT CODE SECTION 4100 et seq. KNOWN AS THE SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT.

Storage

Absent request from the Contractor to place the EBDs in possession of a third-party escrow agent, the EBDs will be stored by the City's Department of Public Works in its offices. Upon written request from the Contractor, the EBDs shall be placed in escrow with a mutually agreeable institution for the life of the Contract, unless examination is required, which shall be conducted in accordance with this section. The cost of storage by third-party escrow agent will be borne by the Contractor.

Examination

1. The EBDs shall be examined by both City and the Contractor, at any time deemed necessary by either City or the Contractor, to assist in the negotiation of price adjustments and change orders, or the settlement of disputes.
2. Examination of the EBDs is subject to the following conditions, the conditions outlined shall occur for every examination requested:
   a. As trade secrets, the EBDs are proprietary and confidential as described above.
   b. City and the Contractor shall each designate, in writing to the other party a minimum of five (5) working days prior to examination, representatives who are authorized to examine the EBDs. No other person shall have access to examine the EBDs.
   c. Examination of the EBDs will take place only in the presence of duly designated representatives of both City and the Contractor.

Final Disposition

1. The EBPs will be returned to the Contractor at such time as the Contract has been completed and final settlement has been achieved.
2. The EBPs submitted by any unsuccessful Contractor will be

returned unopened, unless opened as provided for above, following execution of the Contract.

THIS SPECIFICATION IS NOT INTENDED TO CREATE CONFIDENTIAL STATUS TO EBDs IN THE EVENT OF LITIGATION BETWEEN CONTRACTOR AND THE CITY. IF LITIGATION OCCURS, ALL EBPDs ARE SUBJECT TO DISCOVERY AND SHALL NOT BE CONSIDERED CONFIDENTIAL. IF LITIGATION COMMENCES BETWEEN THE CITY AND CONTRACTOR, UPON FIVE (5) WORKING DAYS WRITTEN NOTICE TO CONTRACTOR, THE CITY MAY DEMAND AND CONTRACTOR SHALL PERMIT THE CITY TO COPY ALL MATERIALS SUBMITTED INTO ESCROW PURSUANT TO THIS SPECIFICATION.

Add Section 7-1.14 SHEETING, SHORING, AND BRACING:

7-1.14 SHEETING, SHORING, AND BRACING

Shoring refers to providing all components of the excavation support system, including,but not limited to, bracing, steel soldier piles or sheet piles, struts, wales, or any other support including internal bracing, where applicable. Contractor shall use other methods of support only when approved by the Engineer. Shoring shall be designed, provided, maintained, and where applicable, removed by the Contractor, in accordance with these Special Provisions and the Construction Documents.

As required by Section 6705 of the California Labor Code and in addition thereto, whenever work under the contract involves the excavation of any trench or trenches 5 feet or more in depth, including temporary construction pits and manhole excavations, the Contractor shall submit to the Engineer a detailed plan showing the design of shoring,bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plans vary from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, in Title 8, Subchapter 4, Article 6, California Code of Regulations, the plans shall be prepared and signed by a registered civil or structural engineer employed by the Contractor. Shoring system plans for excavations in excess of5 feet or more in depth, shall be prepared and signed by a civil or structural engineer, registered in California and employed by the Contractor. All costs therefore shall be included in the bid price named in the contract for completion of the work as set forth inthe contract documents. Nothing in this section shall be deemed to allow the use of a shoring, sloping or other protective system less effective than that required by the Construction Safety Orders. Nothing in this section shall be construed to impose tort liability on the City, Engineer, Design Consultant, or any of their officers, agents, representatives, or employees.

The sheeting, shoring, and bracing system shall be designed to assure worker safety and optimal conditions for pipe, excavation, foundation removal and

placement or any underground work and to minimize damage to adjacent pavement, structures, fences, walls, pipelines, and utilities. Horizontal strutting below the barrel of a pipe and the use of pipe as support are not acceptable.

The sheeting, shoring, and bracing system shall be designed and constructed to meet all the following minimum requirements:

13. Protect personnel that enter excavations.
14. Comply with all governing regulations pertaining to excavation safety (e.g., the most current edition of Cal/OSHA Construction Safety Orders, Article 6).
15. Be compatible with the surface and subsurface soil and groundwater conditions encountered in project borings, reference borings, reference CPTs and/or mapped along the project alignment, and resist lateral earth pressures, and hydrostatic pressures in and where applicable.
16. Protect adjacent existing utilities, pipelines, pavements, structures, fences, and walls.
17. Excavation and installation of shoring shall occur in a manner and sequence that does not damage existing utilities, pipelines, pavements, structures, fences, and walls including through settlement, heave, or vibrations.
18. Prevent raveling, running, flowing, caving, sloughing, or lateral movement of excavation walls and associated loss of adjacent ground and adjacent ground surface settlement, even when subjected to construction vibrations.
19. Allow for removal or abandonment of shoring in a manner and sequence that:
    1) is in step with the backfilling sequence (i.e., shoring should not be removed ahead of backfilling);
    2) does not cause disturbance (i.e., loosing) of pipe bedding and pipe embedment material; and
    3) does not damage existing pipelines or structures, pavements, utilities, fences, and walls including through settlement, heave, or vibrations (Contractor to address removal/abandonment concerns specific to the type of shoring proposed in the shoring submittal). Any void space created by shoring removal should be completely filled with CLSM or approved equivalent.
20. Resist lateral earth pressures including those from hydrostatic pressures and lateral loads from vehicular, construction equipment (and spoils, and nearby existing structures, even when subject to construction vibrations.
21. Provide stable excavation walls and bottom (e.g., prevent bottom heave and/or piping/boiling).

The Contractor shall design and construct the shoring system in accordance with all applicable codes, and in accordance with the specific requirements described herein. The Contractor shall at all times furnish, install, and maintain sufficient shoring and bracing in trenches and pits to ensure safety of the workers and to protect and facilitate the work.

The Contractor shall:

1. Design each member or support element to support the maximum loads that can occur during construction with appropriate safety factors. A temporary shoring system shall be designed to provide a minimum factor of safety of 2.0 against sliding and 1.5 against bottom heave.
2. Design the support system to prevent raveling, running, and flowing of excavation walls and associated loss of adjacent ground and adjacent ground surface settlement or existing trench material at utility crossings.
3. Design the support system to retain non-cohesive granular soils subject to raveling, flowing, and/or running upon vibration from construction equipment including compaction of backfill.
4. Design excavation support systems in accordance with all CAL/OSHA, and OSHA, requirements.
5. Design the support system to support the loads for the full vertical depth of the trench included up to 2 feet of over excavation.
6. Obtain all appropriate permits and obtain all necessary written approvals of the proposed shoring system/designs from CAL-OSHA prior to submitting to the Engineer for review and approval.

The Contractor shall take into account all surcharge loadings. Surcharge loadings can be dueto such things as material or soil stockpiles, sloping ground adjacent to shoring, and adjacent building foundations, Contractor shall assure that his assumed conditions and loadings are not exceeded in the field during construction. The Contractor shall design shoring to withstand any construction loading. The design of shoring shall conform to accepted engineering practice in this field. The City's approval of the Contractor's plans and methods of construction does not relieve the Contractors responsibility for the adequacy of this support.

The Contractor shall be solely responsible for, and bear the sole burden of cost for, any and all damages resulting from improper shoring or failure to shore. The safety of workers, the protection of adjacent structures, property and utilities, and the installation of adequate supports for all excavations shall be the sole responsibility of the Contractor.

The design, planning, installation, (and removal, if required) of all shoring shall be accomplished in such a manner as to maintain stability of the required excavation and toprevent movement of soil and rock that may cause damage to adjacent shoring systems, structures and utilities, damage or delay the work, or endanger life and health.

Contractor shall submit plans for shoring to the Engineer for review at least twenty (20) working days prior tocommencement of work that requires shoring. No excavations shall be started until the Engineer has received the Contractor's shoring design. The shoring and bracing system plans shall allow the Engineer to review the overall completeness and effectiveness of the proposed system.

Receipt of the shoring and bracing plans by the Engineer in no way relieves the Contractor of complete responsibility for providing effective and safe shoring and bracing of the construction area and/or pipeline under construction. Shoring and bracing submittals shall demonstrate coordination with the dewatering method and submittal.

Sheeting and shoring plan submittal shall include the following:

1. Design assumptions, analyses, calculations, and information on Contractor's proposed method of installation (and removal, if required) of all shoring. The design and calculations shall be performed by, sealed and signed by a professional civil or structural engineer registered in the State of California andexperienced in the design of earth retaining structures.
2. The maximum design load to be carried by the various members of the supportsystem.
3. Detailed excavation support drawings, showing all pertinent dimensions, spacings, and relationships among the components of the shoring, as well asconstruction sequence and scheduling.
4. The method of bracing.
5. The full excavation depth and depth(s) below the main excavation to which thesupport system will be installed.
6. Detailed sequence of construction and bracing removal.
7. Detailed drawings and descriptions of the method to be used by the Contractor tomonitor shoring and adjacent ground/structure movements.
8. Demonstrate coordination with interior (sump pumps) and exterior (dewateringwells) dewatering methods and dewatering submittal.
9. Calculations demonstrating that shoring has been designed for hydrostatic pressures if external dewatering wells are not planned to fully draw down thegroundwater level behind the shoring to below the excavation bottom.

Contractor shall submit proof of experience and qualifications required as follows:

1. work shall be performed by an individual or firm of established reputation (or, if newly organized, whose personnel have previously established a reputation in the same field) for at least 5 years, which is regularly engaged in, and which maintains a regular force of workers skilled in design, installation and maintenance of shoring.

2. All welding shall be done by skilled welders, welding operators, and tackers who have had adequate experience in the type of materials to be used. Welders shall be qualified under the provisions of ANSI/AWS D1.1 by an independent local approved testing agency not more than six months prior to commencing work; unless having been continuously employed in similar welding jobs since last certification. Machines and electrodes similar to those used in the work shall be used in qualification tests. The Contractor

shall furnish all material and bear the expense of qualifying welders.

Prior to installation of sheeting/shoring system, Contractor shall perform the following:

1. Verify Surface Conditions and utility locations. Protect utilities and improvements, as called for in the Contract Documents, or required by the Utility Company(s).
2. Verify field measurements indicated on Drawings.
3. Verify layout of work before beginning installation.
4. Examine the available boring data before beginning design and installation of the shoring system.

The Contractor shall protect, or repair utilities damaged by operations and shall protect adjacent structures and property from damage and disfiguration. Contractor shall also provide any necessary groundwater control and/or drainage in accordance with these Special Provisions and the City Standards and Specifications.

The methods of constructing the temporary shoring are at the option of the Contractor and subject to review and approval by the Engineer. Excavations shall be made to the lines, grade, and dimensions shown on the Contractor's Shop Drawings. If the excavationis found to be deviating from the true lines and grade, the Contractor shall immediately make the necessary changes in operation to bring the operation back to the correct position. Any excess deviation beyond that specified herein shall be remedied by the Contractor at their own expense.

All materials encountered shall be regarded as unclassified and shall be excavated, regardless of the nature thereof, and all excavated material must be removed and disposed of. Excavation shall be done in such manner as to provide adequate support at all times to adjacent conduits, structures, or roads and so as to offer no hazard to train, truck or automobile operations. Bracing and shoring shall be substantial and safe, and allwork shall be done in full conformity and subject to the inspection of all affected parties. If and when required and to the degree necessary, the Contractor shall provide additional support as may be necessary at no additional cost.

Every precaution shall be taken to prevent the entry of water, mud and foreign matter into the excavation at all times. It is the intention of these Special Provisions that all construction work described herein shall be carried out under dry conditions. The Contractor shall promptly and continuously control water inflow and dispose of all water from any source that may accumulate in the excavation. This shall include all necessary pumping, bailing, draining and sedimentation prior to discharge.

Any and all excess excavation or over-excavation performed by the Contractor for any purpose or reason, except as may be ordered in writing by the Engineer, shall be at the expense of the Contractor. Any damage done to the work by the Contractor’s operations shall be repaired by and at the expense of the Contractor and in a manner approved by theEngineer. Excavate only as much as can safely

stand unsupported prior to installing shoring, but in no case more than 4 feet shall be left unsupported at any time. Install lagging immediately after excavation.

Add Section 7-1.15 RIGHTS IN LAND AND IMPROVEMENTS:

7-1.15 RIGHTS IN LAND AND IMPROVEMENTS

The Contractor is responsible for making arrangements to stock-pile and store equipment outside the public right of way as work is performed. Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, private property, including any Section closed to public traffic.

The Contractor shall secure easements at their own expense for any areas required for plant sites, storage of equipment or materials, or for any other purposes. Before occupying any easement area, the Contractor shall provide the Engineer a written statement from each property owner verifying easement acquisition.

Staging areas located on private property shall be restricted to properties where the property owner has given written authorization to the Contractor for use of said property. The Contractor shall submit, at the Pre-Construction meeting, documentation of the written authorization from the property owner(s). Prior to final acceptance of the project, the Contractor shall provide the Engineer a written statement of release from each property owner that granted an easement for the Contractor's operations.

If the Contractor elects to use City Right-of-Way for staging areas, a written request must be submitted to the Engineer, and written authorization must be obtained prior to use. The City reserves the right to charge the Contractor for the use of City Right-of-Way for stockpiling materials and storing equipment. Unauthorized use of City Right-of-Way by the Contractor without prior written approval will result in a fine of $1,000 per occurrence, which will be deducted from the Contractor's progress payments.

Full compensation for conforming to all requirements specified in this Section shall be considered as included in the contract price paid for various items of work and no additional compensation will be allowed.

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8 PROSECUTION AND PROGRESS

Add the following to Section 8-1.01 General:

Weekly meetings will be held at the job site to discuss interfacing work, scheduling, problems, issues, and other issues related to the project. The meeting will have duration of approximately one hour. The meeting shall be held on the same working day of each week and at the same time of the day as mutually agreed to by Engineer and the Contractor. If not previously submitted, submit the following to the Engineer at the beginning of the meeting:

1. Daily workforce and equipment utilization and certified payroll for the preceding week; and
2. Projected daily work for the next three (3) weeks.

The meeting must include, at a minimum:

1. The Engineer;
2. Inspectors;
3. Utility Representatives
4. Caltrans Oversight Engineer
5. Contractor Foreman; and
6. The Contractors Responsible Scheduling Person.

In addition to daily reports required to substantiate the costs of claims and changes performed as force account work and for Disputed Work pursuant to Section 5-1.24 CONTRACTOR'S DAILY REPORTS of these Special Provisions, the Contractor must complete a daily report indicating locations worked, start/finish and milestone dates, total workforce per construction trade for each task, major equipment on site, Contractor's workforce and equipment, each Subcontractor's workforce and equipment, , materials delivered, weather conditions, safety (meetings, inspections, accidents, OSHA citations, actions taken) quality (meetings, inspections, tests), visitors, problems encountered, shortages, delays to planned progress, and any other related information involved in the performance of the work. The daily report must be completed on forms furnished to the Contractor, and submitted as described in Section 5-1.24 CONTRACTOR'S DAILY REPORTS of these Special Provisions. The report must comment on the daily progress and status of the work within each major component of the work.

Contractor must attend a progress schedule and progress payment meeting. At this meeting, the Engineer and Contractor will review the project schedule, assess available float, discuss any schedule changes, and evaluate potential Time Impact Analyses (TIA). The meeting date shall be scheduled in accordance with the City's deadline for submittal of Progress Pay Estimates. Following review of the proposed billing, the Contractor will prepare an Application of Payment and submit to the Construction Manager for final review and processing.

These meetings will also discuss time impact evaluations for change orders and time extension requests, actual and anticipated schedule activity sequence/duration changes, Contractor delays, and review of the Deficiencies List. These meetings are considered a critical component of the overall monthly schedule update submittal and Contractor shall have appropriate personnel attend.

The Engineer can also call for special progress schedule meetings should schedule revisions necessitate them.

No progress payments will be made until the Engineer has accepted the baseline schedule and any required resubmittals. The Contractor shall submit the schedule in accordance with the provisions specified in the State Standard Specifications, these

Special Provisions, and as directed by the Engineer. No additional compensation will be allowed for delays caused by failure to submit an acceptable schedule.

SUBMITTAL MEETINGS

When required in the individual technical specification, or if requested by the Contractor or the Construction Manager, a meeting regarding a required submittal will be held to facilitate the timeliness of the submittal preparation and review process. This meeting will convene at a mutually agreeable place. The party responsible for preparing the submittal shall be in attendance along with the Engineer.

Replace Section 8-1.02C(3)(b) Computer Software with:

8-1.02C(3)(b) Schedule SOFTWARE LICENSES

The Contractor shall provide one licensed copy of the Oracle Primavera P6 scheduling software program used to produce the Contractor's Schedule to the Engineer and Engineer, registered in the Engineers name. This licensed copy must be provided no later than five (5) days after the Notice to Proceed date and shall be fully licensed for the project duration and for 6 months after the Notice of Completion date.

Add to Section 8-1.03 PRECONSTRUCTION CONFERENCE:

Prior to the start of construction, a preconstruction conference will be called by the Engineer for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be tested, equipment to be used, and all essential matters pertaining to the prosecution and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major Subcontractors and material suppliers.

Submit the following items to the Engineer for review at least five (5) working days prior to the preconstruction conference. Issuance of a NTP is dependent on the timelines and the proper level of detail of these submittals. Submittals shall include, but are not limited to:

1. Key Personnel, Telephone Numbers and Emergency Telephone Numbers
2. Project Construction Schedule per specifications
3. Public Notices (i.e. Notifications and Door Hangers)
4. Storage Site Locations
5. Traffic Control Plan / Detour Plans
6. Parking Restriction Signs
7. Noise mitigation measures
8. Dust Control measures
9. Waste Disposal Plan
10. Copies of pertinent permits, licenses, certifications or required approvals, per specifications
11. Required Inspections
12. Finalized SWPPP

13. Electrical and Signal Poles and Equipment
14. Contractor Safety Program
15. Contractor's Quality Control Program

Replace *Reserved* in Section 8-1.04A with:

8-1.04A GENERAL: BEGINNING OF WORK

Attention is directed to the provisions in in Section 8-1.05 TIME and Section 8-1.10 LIQUIDATED DAMAGES of the State Standard Specifications and these Special Provisions. In addition to Section 8 PROSECUTION AND PROGRESS of the State Standard Specifications, the following shall apply:

All work shall be completed within two-hundred and forty **(240) working days** from the date of the Notice to Proceed. The Plant Establishment Period is ninety (90) working days and is separate from the contract's designated working days for construction activities. The Contractor shall be responsible for plant establishment during this 90-day period, which will begin upon the Engineer's formal acceptance of the planting. All planting work must be completed within two-hundred and forty (240) working days prior to the commencement of the Plant Establishment Period.

All punch list items shall be completed within the specified contract working days. The project will not be accepted until all punch list items and plant establishments are completed.

The Contractor shall pay the City a sum per day as outlined in Section 8-1.10A LIQUIDATED DAMAGES of these Special Provisions for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

The Contractor shall be responsible to coordinate utilities relocations within the project area. Coordination of utilities within the project limits, including relocations and maintenance of existing facilities and additions thereto, shall be confirmed in writing by utility representatives and the Contractor at this conference or within five (5) working days thereafter.

Notice to Proceed

The Contractor shall begin work within fifteen (15) calendar days from the date of a "Notice to Proceed" letter, and the Contractor shall thereafter diligently prosecute the work to completion.

The Contractor shall notify the Director, in writing, of his or her intent to commence work at least seventy-two (72) hours before work is to begin. The notice shall specify the date on which the Contractor intends to begin work. If a project has more than one (1) location of work, a separate notice shall be given for each location.

Should the Contractor begin work in advance of issuance a "Notice to Proceed," any work performed in advance of such issuance shall be considered to have been done at Contractor's own risk and as a volunteer.

Notwithstanding any other provision of the contract, City 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 City has knowledge of the furnishing of such work.

Submit no less than 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. Electrical equipment proof of order;
7. Inspection required and;
8. Job Hazard Analysis.

Replace Section 8-1.04B Standard Start with:

8-1.04B Start of Job Site Activities

Contractor shall not begin any job site activities until the Notice to Proceed is issued. Notify the Engineer seventy-two (72) hours in advance of commencing job site activities.

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Add to the end of Section 8-1.05 TIME:

The Contractor shall diligently prosecute the work to completion in accordance with the following schedule.

All work shall be completed within working days outlined in section 8-1.04A GENERAL; BEGINNING OF WORK of these Special Provisions

A punch list will be created after all bid items have been completed by the Contractor and it shall be the Contractor's responsibility to notify the Engineer in writing that all bid items have been completed. All punch list items shall be completed within the specified contract working days. The project will not be accepted until all punch list items and plant establishment has been completed.

A sample of the weekly statement of working days is in Appendix A. You must use the most recent Caltrans weekly statement of working days which can be downloaded at https://dot.ca.gov/programs/construction/contract-time.

Add to the end of Section 8-1.06 SUSPENSIONS:

Responsibilities of Contractor During Suspension Periods

During periods that Work is suspended, Contractor shall continue to be responsible for the Work and shall prevent damage or injury to the project, provide for drainage, and shall erect necessary temporary structures, signs, or other facilities required to maintain the project and public safety and continue to perform in accordance with the safety requirements of the Contract Documents.

8-1.06A SUSPENSIONS of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

Add to the end of Section 8-1.07B Time Adjustments:

If the Engineer grants an adjustment in time for avoidable delay, the City shall have the right and authority to make deductions in payments due or to become due to the Contractor as the City may deem just and reasonable for engineering, inspection, general supervision and overhead expenses.

8-1.07B(1) DELAYS TO CRITICAL PATH

Extensions of time, when granted, will be based upon the effect of delays to the critical path of the Work as a whole and will not be granted for non-controlling delays to included portions of Work unless it can be shown that such delays did, in fact, delay the progress of the Work as a whole.

8-1.07B(2) CONDITIONS TO TIME EXTENSIONS

The Contract Time or Milestones shall be extended only if, in the opinion of City, the Contractor is necessarily delayed in completing the Contract by a cause that meets all of the following conditions:

1. Such cause is beyond the control of Contractor, its Subcontractors, or material suppliers and is not due, in whole or in part, to the breach, negligence or fault of Contractor, its Subcontractors, or material suppliers;
2. Such cause arises after the Bid deadline and neither was nor could have been anticipated before the Bid deadline;

3. The effect of such cause could not be anticipated and avoided or mitigated by the exercise of all reasonable precautions, efforts and measures by the Contractor, including re-planning, scheduling and re-sequencing;
4. Such cause, in fact, results in a delay in the performance of the critical path of the Work, which is not thereon thereafter recovered;
5. Contractor has given notice thereof and provided the back-up documentation and analysis as required by the Contract Documents or as requested by the Engineer or City including but not limited to as-planned versus as-built schedules; and
6. The Contractor has exercised all reasonable precautions, efforts and measures to accomplish such changes in the Work without extending the date for completion.

8-1.07B(3) EXCUSABLE NON-COMPENSABLE DELAY

The Parties acknowledge that "Force Majeure" events, as defined in Section 1-1.07B TIME ADJUSTMENTS of these Special Provisions, are not within the responsibility or control of the City or are reasonably contemplated by the Parties to occur during the course of performance of the Work, which may impact the schedule for performance of the Work and may entitle Contractor to an extension of the Contract Time ("Excusable Non-Compensable Delays"). If the Critical Path of the Work is delayed by Excusable Non-Compensable Delays, provided that such delays did not result from the acts of Contractor and further provided that Contractor takes reasonable precautions to prevent further delays owing to such causes, then the Contract Time and/or Milestones shall be extended by a Change Order or Construction Change Directive.

An extension to the Contract Time and/or to the completion Milestone(s) identified in the Contract Documents shall be the Contractor's sole remedy for Excusable Non-Compensable Delays. In no event shall Contractor be entitled to any compensation or recovery of any damages in connection with the Excusable Non-Compensable Delays defined above.

8-1.07B(4) EXCUSABLE COMPENSABLE DELAY

"Excusable Compensable Delay" means any delay to the critical path of the Work occurring after commencement and prior to completion of the Work:

1. which directly impacts the number of Working Days established in the Agreement for completion;
2. for which City is responsible, is unreasonable under the circumstances involved, and not within the contemplation of the Parties; and
3. is not due, in whole or in part, to the breach, negligence, or fault of Contractor, its Subcontractors, or Suppliers. Contractor's remedy for Excusable Compensable Delay shall be extension of the date for completion and Milestones subject to the Conditions to Time

Extensions identified above and reimbursement of actual costs directly resulting from such delays and markup in accordance with Section 9 PAYMENT of the Stat Standard Specifications.

8-1.07B(5) INEXCUSABLE DELAY

"Inexcusable Delay" means any delay in the critical path of activities required for completion of the Work resulting from causes other than those deemed to be an Excusable Non-Compensable Delay or an Excusable Compensable Delay by these City Special Provisions. An Inexcusable Delay shall not entitle Contractor to either an extension of the date for completion or Milestones or to any additional compensation whatsoever.

8-1.07B(6) CONCURRENT DELAYS

To the extent the Contractor is entitled to an extension of time due to an Excusable Non-Compensable Delay or to an Excusable Compensable Delay, but the performance of the Work is independently suspended, delayed, or interrupted by an Inexcusable Delay, the delay shall be deemed to be a "Concurrent Delay."

In the case of a Concurrent Delay, Contractor shall be entitled to an extension of the Contract Time or Milestone(s) and Contractor shall not be entitled to any additional compensation whatsoever during the period of Concurrent Delay.

8-1.07B(7) CLAIM FOR ADDITIONAL TIME

Any claim for extension of time shall be made in writing within the time limits provided in Section 5-1.43 POTENTIAL CLAIMS AND DISPUTE RESOLUTION of these Special Provisions. Within ten (10) calendar days after commencement of such delay the Contractor shall furnish the Engineer with detailed information concerning the circumstances of the delay, the number of days actually delayed, the appropriate Contract Document references, and the measures taken to prevent or minimize the delay including an as-planned versus as-built schedule. The Contractor acknowledges the extreme importance of promptly notifying and thoroughly documenting any request for time extension and further specifically acknowledges that the City will suffer extreme prejudice should Contractor fail in any way to comply with this requirement.

8-1.07B(8) LIMITS ON ADJUSTMENT OF CONTRACT TIME OR CONTRACT SUM FOR MATERIAL SHORTAGES OR COST ESCALATION

No extension of Contract Time or adjustment of the Contract Price will be granted for a delay caused by a shortage of materials, unless the Contractor furnishes to the City documented proof that the Contractor has diligently made every effort to obtain such materials from every known source within reasonable reach of the Work. The Contractor shall also submit proof, in the form of network analysis data that the inability to obtain such materials when originally planned did, in fact, cause a delay in completion of the Work which could not be compensated for by revising the sequence of operations. Only the physical shortage of material will be considered under these provisions as a cause for extension of time. No consideration will be given to any claim for adjustment of the Contract Price on the basis that material could not be obtained at a reasonable, practical, or economical cost except as provided in 9-1.07 PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS of the State Standard Specifications.

Contractor is aware that governmental agencies, such as gas companies, electrical utility companies, water districts and other agencies, may be required to approve Contractor-prepared drawings or approve a proposed installation. Contractor has endeavored to include the cost of such anticipated delays and related costs which may be caused by such agencies in Contractor's Bid. Thus, Contractor is not entitled to make claim upon the City for damages or delays arising from the delays caused by such agencies. Furthermore, the Contractor has scheduled for such delays and is not entitled to an extension of time for delays caused by governmental agencies which Contractor must obtain approvals from. No extension of time will be granted under this Section 8-1.07B LIMITS ON ADJUSTMENT OF CONTRACT TIME OR CONTRACT SUM FOR MATERIAL SHORTAGES OR COST ESCALATION of these Special Provisions for any delay to the extent: (1) that performance would have been so delayed by any Contractor induced causes, including but not limited to the fault or negligence of the Contractor or its Subcontractors; or (2) for which any remedies are provided for or excluded by any other provision of the Contract.

8-1.07B(9) NO RELEASE OF SURETIES

An extension of time granted shall not release the sureties from their obligations. Work shall continue and be carried on in accordance with all the provisions of the Contract and the Contract shall be and shall remain in full force and effect during the continuance and until the completion and the City's final acceptance of the Work covered by this Contract unless formally suspended or annulled in accordance with the terms of the Contract Documents.

8-1.07B(10) NO WAIVER BY CITY

Neither the grant of an extension of time beyond the date fixed for the completion of any part of the Work nor the doing and acceptance of any part of the Work or materials specified by this Contract after the time specified for the completion of the Work, shall be deemed to be a waiver of any other rights and remedies under the Contract.

8-1.07B(11) CITY'S RIGHT TO ORDER EXTRAORDINARY MEASURES TO MITIGATE DELAY

In the event of delays to the project, the Engineer may order Extraordinary Measures as provided below.

8-1.07B(11)(a) Non-Compensable Extraordinary Measures

In the event the Engineer determines that the performance of the Work, or any portion thereof, has not progressed or reached the level of completion required by the Contract Documents due to causes within the control of Contractor, the Engineer shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime, (2) supplying additional workforce, equipment, and facilities, and (3) submitting a recovery schedule for re-sequencing performance of the Work or other similar measures (hereinafter referred to collectively as Extraordinary Measures). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion as required by the Contract Documents. The Contractor shall not be

entitled to an adjustment in the Contract Price in connection with the Extraordinary Measures required by the City under or pursuant to this Section. The City may exercise the rights furnished the City under or pursuant to this Section as frequently as the City deems necessary to ensure that the Contractor's performance of the Work will comply with the Contract Time, or interim completion date set forth in the Contract Documents. If Contractor or its Subcontractors fail to commence Extraordinary Measures within forty-eight (48) hours of City's written demand, the City may, without prejudice to other remedies, take corrective action at the expense of Contractor.

8-1.07B(11)(b) Compensable Extraordinary Measures

The Engineer, in its discretion, may issue a written request, to the Contractor requesting Contractor to submit an itemized proposal for Extraordinary Measures in order to achieve early completion of all or a portion of the Work, due to no fault of the Contractor, in a form acceptable to the City within ten (10) calendar days after the City's issuance of the request. Contractor's proposal shall be limited to direct labor cost (itemized hours and rates) and overhead and profit on the labor costs.

8-1.07B(12) Continuation of the Work

If the construction of the Work is not completed within the Contract Time, as may be extended by the City, the Contractor shall continue performing the Work in accordance with the Contract Documents until the completion of and the acceptance of the Work, or Contractor's performance is suspended or terminated.

Replace the 2nd paragraph of Section 8-1.07C Payment Adjustments with:

Losses for idle equipment, idle workers, and moving or transporting equipment are eligible for delay- related payment adjustments.

If the Contractor claims additional costs due to impacts from an excusable delay, the Contractor must comply with section 5-1.42 REQUESTS FOR INFORMATION. Support the Contractor's claim for additional costs based on the difference between the cost to perform the work as planned and the cost to perform the work as changed as determined under section 9-1.04 FORCE ACCOUNT of the State Standard Specifications. The Department adjusts payment for the work portion that was impacted.

The Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time. Contractor, however, shall not be entitled to an adjustment of the Contract Price or to any additional costs or damages (including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs), or any compensation whatsoever for Contractor's use of float and/or Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever, including, but not limited to, delay caused by the City or other Excusable Compensable Delay. The City is exempt from liability for such costs, damages, and compensation.

Add to Section 8-1.10 LIQUIDATED DAMAGES :

Any progress payment made after the completion date shall not be construed as a waiver of liquidated damages.

The Department may withhold liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work.

Add to Section 8-1.10A General

The Contractor shall pay to the City the sum of **$13,200.00 per day**, each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above. Any progress payment made after the completion date shall not be construed as a waiver of liquidated damages.

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, damage will be sustained by the City. Because of the difficulty in computing the actual material loss and disadvantage to the City, the Contractor and City agree that Contractor will pay the City the amount of damages set forth herein as representing a reasonable forecast of the actual damages which the City 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 City 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 City for damages, costs, expenses, loss of profits, or otherwise because or by reason of any delay in the fulfillment of the contract within the time limited therefore 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 City.

Add to Section 8-1.10B Failure to Complete Work Parts within Specified Times:

The roadway section and or intersection shall be opened to traffic by the end of the roadways last working hours of the lane closure charts provided in Section 12 TEMPORARY TRAFFIC CONTROL of these Special Provisions. The Contractor shall pay to the City the sum of $2,000.00 per hour for each hour, or portion of an hour, after the last working hour are exceeded and that a traveled lane remains closed due to the Contractor's operations.

The Engineer will provide written notice of non-conformance to the Contractor within twenty-four (24) hours of the violation. All Contractor's equipment, machinery, traffic control, and personnel shall be off of the pavement and all lanes shall be open to traffic to be considered as full compliance.

Any progress payment made after the completion date shall not be construed as a waiver of liquidated damages.

The table below summarizes liquidated damages associated with all work part failures as described in these Special Provisions.

Work Park	Time Frame	Liquidated Damage	Reference Section
Failure to complete all clearing and grubbing, vegetation, and tree removals by specified date	Per each and every calendar days' delay in finishing the work beyond the specified date	$1,000 per each consecutive calendar day in excess of the specified date	5-1.05
Failure to perform work within specified working hours	Per every hour exceeding 8 hours per day or 40 hours per week	$260 per hour for Resident Engineer $190 for Inspector	5-1.08
Failure to receive an approved submittal after the first revision	Per submittal review after the first revision	$2,000 per review	5-1.23A
Alternate item for review after submittal is approved	Per submittal review	$2,500 per review	5-1.23A
Failure to submit Contractor's Daily Report by specified time	For each day	$500 per day	5-1.24
Failure to post and notify businesses and residents a minimum of five (5) calendar days in advanced of scheduled work	Per occurrence	$300 per street	7-1.03
Failure to perform work on a scheduled street	Per occurrence	$300 per street	7-1.03
Failure to place "No Parking" Signs at specified intervals	Per occurrence	$300 per street	7-1.03
Failure to address public inconvenience and/emergency within specified timeframe	For each hour or part thereof	$500 per hour	7-1.12
Unauthorized use of City Right-of-Way	Per occurrence	$1,000 per occurrence	7-1.15
Failure to complete the Project within Contract Period	Notice to Proceed	$13,200 per each consecutive calendar day in excess of the Contract Period	8-1.10A
Failure to open roadway section and or intersection by the end of	For each hour or part thereof	$2,000 per hour	8-1.11B

Work Park	Time Frame	Liquidated Damage	Reference Section
the roadway's last working hours of the lane closure charts			
Failure of Traffic Control Supervisor to be onsite within specified time of being contacted	For each hour or part thereof	$500 per hour	12-4.02C(13)
Failure to address SWPPP and CGP deficiencies within specified timeframe	For each hour or part thereof	$500 per hour	13-4.03A
Failure to open street within one hour of placing micro-surfacing	For each hour or part thereof	$500 per hour	37-3.03C(5)

Replace *Reserved* in Section 8-1.11 with:

8-1.11 UTILITY AND NON-HIGHWAY FACILITIES

Attention is directed to Section 15 EXISTING FACILITIES, of the State Standard Specifications and these Special Provisions.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least three (3) working days, but not more than fourteen (14) calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	(811) 422-4133 (800) 422-4133

The Contractor is cautioned that there may be underground and overhead utility facilities within the work area including telephone, electrical, cable television, gas, water and sanitary sewer transmission facilities, and storm drainage collection facilities.

Where possible conflict may exist, the Contractor shall verify the grade and location of existing underground utility prior to any work.

It is recognized by the City and the Contractor that the locations of existing utilities as shown on the plans are approximate, their actual location is unknown. Recognition is given to the fact there may be additional existing utilities unknown to either party to the contract. Location of utilities, as shown on the drawings, represents the best information obtainable from utility maps and information furnished by the various agencies and companies involved. The City warrants neither the accuracy nor the extent of the actual utilities involved.

In the event the Contractor discovers utilities not identified on the plans or by the utilities, the Contractor shall immediately notify the Engineer and the utility owners by the most expeditious method reasonably available and later confirm in writing.

The right is reserved to the Department and the owners of facilities, or their authorized agents, to enter upon the highway right of way for the purpose of making those changes that are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in this work and shall conduct operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by the other forces. Wherever necessary, the work of the Contractor shall be coordinated with the rearrangement of utility or other non-highway facilities, and the Contractor shall make arrangements with the owner of those facilities for the coordination of the work.

Attention is directed to the possible existence of underground main or trunk line facilities not indicated on the plans or in these Special Provisions and to the possibility that underground main or trunk lines may be in a location different from that which is indicated on the plans or in the special provisions. The Contractor shall ascertain the exact location of underground main or trunk lines whose presence is indicated on the plans or in these Special Provisions, the location of their service laterals or other appurtenances, and of existing service lateral or appurtenances of any other underground facilities which can be inferred from the presence of visible facilities such as buildings, meters and junction boxes prior to doing work that may damage any of the facilities or interfere with their service.

If the Contractor cannot locate an underground facility whose presence is indicated on the plans or in the special provisions, the Contractor shall so notify the Engineer in writing. If the facility for which the notice is given is in a substantially different location from that indicated on the plans or in the special provisions, the additional cost of locating the facility will be paid for as extra work as provided in Section 4-1.05 CHANGES AND EXTRA WORK of these Special Provisions.

If the Contractor discovers underground main or trunk lines not indicated on the plans or in the special provisions, the Contractor shall immediately give the Engineer and the Utility Company written notification of the existence of those facilities. The main or trunk lines shall be located and protected from damage as directed by the Engineer, and the cost of that work will be paid for as extra work as provided in section 4-1.05.The Contractor shall, if directed by the Engineer, repair any damage which may occur to the main or trunk lines. The cost of that repair work, not due to the failure of the Contractor to exercise reasonable care, will be paid for as extra work as provided in Section 4-1.05 CHANGES AND EXTRA WORK of these Special Provisions. Damage due to the Contractor's failure to exercise reasonable care shall be repaired at the Contractor's cost and expense.

Where it is determined by the Engineer that the rearrangement of an underground facility is essential in order to accommodate the highway improvement and the plans and specifications do not provide that the facility is to be rearranged, the Engineer will provide for the rearrangement of the facility by other forces or the rearrangement shall be performed by the Contractor and will be paid for as extra work as provided in Section 4-

1.05 CHANGES AND EXTRA WORK of these Special Provisions. When ordered by the Engineer in writing, the Contractor shall rearrange any utility or other non-highway facility necessary to be rearranged as a part of the highway improvement, and that work will be paid for as extra work as provided in Section 4-1.05 CHANGES AND EXTRA WORK of these Special Provisions.

Should the Contractor desire to have any rearrangement made in any utility facility, or other improvement, for the Contractor's convenience in order to facilitate the Contractor's construction operations, which rearrangement is in addition to, or different from, the rearrangements indicated on the plans or in the special provisions, the Contractor shall make whatever arrangements are necessary with the owners of the utility or other non-highway facility for the rearrangement and bear all expenses in connection therewith.

The Contractor shall immediately notify the Engineer of any delays to the Contractor's operations as a direct result of underground main or trunk line facilities which were not indicated on the plans or in the special provisions or were located in a position substantially different from that indicated on the plans or in the special provisions, or as a direct result of utility or other non-highway facilities not being rearranged as herein provided (other than delays in connection with rearrangements made to facilitate the Contractor's construction operations or delays due to a strike or labor dispute). These delays will be considered right of way delays within the meaning of Section 8-1.09 DELAYS of the State Standard Specifications and compensation for the delay will be determined in conformance with the provisions in Section 8-1.09 DELAYS of the State Standard Specifications. The Contractor shall be entitled to no other compensation for that delay.

Any delays to the Contractor's operations as a direct result of utility or other non-highway facilities not being rearranged as provided in this Section 8-1.10 LIQUIDATED DAMAGES of these Special Provisions, due to a strike or labor dispute, will entitle the Contractor to an extension of time as provided in Section 8-1.07 DELAYS of the State Standard Specifications. The Contractor shall be entitled to no other compensation for that delay.

Add the following to the end of Section 8-1.13 CONTRACTOR'S CONTROL TERMINATION:

8-1.13A Termination by the City for Cause

8-1.13A(1) Grounds

The City shall have the right to terminate the Contractor's performance of the Work, in whole or in part, if:

1. Contractor fails to promptly commence the Work or unnecessarily or unreasonably delays the Work or improperly discontinues the diligent prosecution of the Work or abandons the Work;
2. Contractor refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to perform the Work in strict accordance with the Contract Documents, and the latest accepted schedule;

3. Contractor fails to make prompt payment of amounts properly due Subcontractors after receiving payment from the City;
4. Contractor disregards applicable laws, statutes, ordinances, codes, rules, regulations, or lawful orders of a public authority;
5. Contractor fails to resume performance of Work which has been suspended or stopped, within ten (10) working days after receipt of notice from the City to do so or (if applicable) after cessation of the event preventing performance;
6. Any representation or warranty made by Contractor in the Contract Documents or any certificate, schedule, instrument, or other document delivered by Contractor pursuant to the Contract Documents shall have been false or materially misleading when made;
7. After commencement of the Work the City becomes aware that the Contractor is using an ineligible Contractor, Subcontractor, or supplier who was barred from performing work or providing materials or services on City projects at the time of Bid;
8. Contractor fails to make payment to Subcontractors for materials or labor in accordance with the respective Contract Documents and applicable law;
9. The Contract is assigned or the Work is sublet otherwise than as specified in the Contract Documents;
10. Contractor otherwise is guilty of breach of a provision of the Contract Documents; or
11. Contractor materially fails to execute the Work in accordance with the Contract Documents or, in the City's opinion, is violating any of the terms of the Contract or is not executing the Contract in good faith or is not following instructions of the City as to additional force necessary in the opinion of the City for its completion within the required time.

8-1.13A(2) City's Rights Upon Termination of Contract for Cause: Notice to Cure and Notice of Termination for Default

When any of the reasons specified above exist, the City may, in addition to and without prejudice to any other rights or remedies of the City, issue a written notice to cure the default to the Contractor and its surety. The Contractor shall commence satisfactory corrective actions within five (5) working days after receipt of the notice to cure. If the Contractor fails to commence satisfactory corrective work within five (5) working days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, the City will advise the performance bond surety of the default and that surety will be given fifteen (15) calendar days to arrange for completion of the Work in accordance with the Contract Documents by another Contractor or Contractors satisfactory to the City. Should the surety fail to effect satisfactory arrangements within said 15-day period, the City shall have the right to issue a notice of termination for default and to:

1. Exclude the Contractor from the Site;
2. Take possession of the Site and of all materials, equipment, tools and construction equipment, and machinery thereon owned by the Contractor;
3. Suspend any further payments to Contractor;

4. Accept assignment of subcontracts pursuant to Section 5-1.13C; and
5. Finish the Work by whatever reasonable method the City may deem expedient.

When the City terminates the Contractor's performance of the Work for one of the reasons stated in this Section 8-1.13 CITY'S RIGHTS UPON TERMINATION OF CONTRACT FOR CAUSE: NOTICE TO CURE AND NOTICE OF TERMINATION FOR DEFAULT, the Contractor shall not be entitled to receive further payment until the Work is finished.

The City shall charge the cost to complete the Work, including, but not limited to, protection, investigation, labor, services, equipment, materials, permits, fees, supervisory, and administrative costs to Contractor and its performance bond surety. If the unpaid balance of the Contract Price is less than all costs of finishing the Work, including compensation for the City's services and expenses made necessary thereby, and other damages incurred by the City and not expressly waived, the Contractor shall pay the difference to the City. This obligation for payment shall survive termination of the Contract. If the unpaid balance of the Contract Price is greater than all costs of finishing the Work, including compensation for the City's services and expenses made necessary thereby, the Contractor shall receive payment for Work properly performed by Contractor for which payment was not made previously; any excess amounts shall be retained by the City.

Upon receipt of the written notice of termination for default, the surety shall immediately assume all rights, obligations and liabilities of the Contractor under the Contract. If the surety fails to protect and maintain the work site, the City may do so, and may recover all costs incurred. The surety shall notify the City that it is assuming all rights, obligations and liabilities of the Contractor under the Contract. Within fifteen (15) working days of receipt of the written notice of termination for default, the Surety shall submit to the City a written plan detailing the course of action it intends to take to remedy the default. The City will review the plan and notify the surety if the plan is satisfactory. If the surety fails to submit a satisfactory plan, or if the surety fails to maintain progress according to the plan accepted by the City, the City may, upon 48 hours written notice, exclude the Surety from the premises, take possession of all material and equipment, and complete the Work in any way the City deems to be expedient. The cost of completing the Work by the City shall be charged against the surety and may be deducted from any monies due, or which would become due, the surety. If the amounts due under the Contract are insufficient for completion, the surety shall pay to the City, within thirty (30) days after the City submits an invoice, all costs in excess of the remaining Contract Price. The Surety will be paid for completion of the Work in accordance with Section 9 PAYMENT of these Special Provisions, less the value of damages caused to the City by acts of the Contractor.

8-1.13A(3) Erroneous Termination

If it has been adjudicated or otherwise determined that the City has erroneously or negligently terminated the Contractor for cause, then said termination shall automatically convert to a termination by the City for convenience as set forth in Section 8-1.13C CONTRACTOR'S DUTIES UPON TERMINATION of these Special Provisions.

8-1.13A(4) Acceptance of Incomplete or Non-Conforming Work

In lieu of the provisions of this Section for terminating the Contractor's performance, the City may pay the Contractor for the portion of Work completed according to the provisions of the Contract Documents and may treat the incomplete Work as if they had never been included or contemplated by this Contract, in which case the Contract Price will be reduced by the value of the deleted Work determined in accordance with Section 4-1.05 CHANGES AND EXTRA WORK of the State Standard Specifications and these Special Provisions. No claim under this provision will be allowed the Contractor for overhead or prospective profits on Work not completed by the Contractor.

8-1.13A(5) Adequate Financial Assurances

It is recognized that if Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors, or if a receiver is appointed on account of Contractor's insolvency, this could impair or frustrate Contractor's performance of the Work. Accordingly, it is agreed that upon the occurrence of any such event, the City shall be entitled to request of Contractor, or its successor in interest, adequate assurance of future performance in accordance with the terms and conditions hereof. Failure to comply with such request within five (5) calendar days of delivery of the request shall entitle the City to terminate the Contract and to the accompanying rights set forth above. Pending receipt of adequate occurrence of performance and actual performance in accordance therewith, the City shall be entitled to proceed with the Work with its own forces or with other Contractors on a time and material or other appropriate basis, the cost of which will be backcharged against the Contract Price.

8-1.13B Termination by the City for Convenience

The City may, at any time, terminate the Contractor's performance of the Work, in whole or in part, for the City's convenience without regard to Contractor's fault or breach upon fourteen (14) calendar days' written notice to Contractor.

In the event that the City terminates Contractor's performance of the Work for convenience, Contractor agrees to waive any claims for damages, including, but not limited to, home office overhead, loss of anticipated profits on account thereof, and as the sole right and remedy of Contractor, the City shall pay Contractor in accordance with Section 8-1.13E PAYMENT ADJUSTMENT FOR TERMINATION of these Special Provisions. The provisions of the Contract, which by their nature survive final acceptance of the Work, shall remain in full force and effect after such termination to the extent provided in such provisions.

8-1.13C Contractor's Duties Upon Termination

Upon receipt of written notice from the City of such termination for cause or for the City's convenience, the Contractor shall, unless the notice directs otherwise, do the following:

1. Cease performance of the Work to the extent specified in the notice;
2. Cooperate with the City to secure the site and demobilize in a safe and orderly fashion;
3. Take actions necessary, or that the City may direct, for the protection and preservation of the Work;

4. Except for Work directed to be performed in the notice, incur no further costs and enter into no further subcontracts and purchase orders;
5. If requested by the City, assign to the City, in the manner and to the extent directed, all of the right, title and interest to the Contractor under the subcontracts, and the City shall have no liability for acts, omissions or causes of action resulting therefrom which accrued prior to the date of termination and assignment, which liability shall remain with the Contract; and
6. Turn over to the City, as soon as possible, but not later than thirty (30) days after receipt of such termination notice, the originals of all of the Contractor's records, files, documents, drawings and any other items relating to the project, whether located on the project site, at the Contractor's office or elsewhere.

Replace Section 8-1.14E Payment Adjustment for Termination with:

8-1.14E Payment Adjustment for Termination

If the Department issues a termination notice, the Engineer determines the payment for termination during the performance period, from contract approval date to contract acceptance date, based on the following:

1. Direct cost for the work performed:
    1.1. Including:
        1.1.1. Mobilization
        1.1.2. Demobilization
        1.1.3. Securing the job site for termination
        1.1.4. Losses from the sale of materials
    1.2. Not including:
        1.2.1. Cost of materials you keep
        1.2.2. Profit realized from the sale of materials
        1.2.3. Cost of material damaged by:
            1.2.3.1. Act of God
            1.2.3.2. Act of a public enemy
            1.2.3.3. Fire
            1.2.3.4. Flood.
            1.2.3.5. Governor-declared state of emergency
            1.2.3.6. Landslide
            1.2.3.7. Tsunami
        1.2.4. Other credits
2. Cost of remedial work, as estimated by the Engineer, is not reimbursed.
3. Allowance for profit not to exceed four (4) percent of the cost of the work performed where a likelihood of having made a profit had the Contract not been terminated is shown.
4. Material handling costs for material returned to the vendor or disposed of as ordered.
5. Costs in determining the payment adjustment due to the termination, excluding attorney fees and litigation costs.
6. Overhead costs.

Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

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9 PAYMENT

Add to the end of Section 9-1.02A General:

9-1.02 MEASUREMENT

Payment for all work bid at a price per unit of measurement will be based upon actual quantities of work as measured upon completion. The City does not expressly or by implication agree that the actual amount of work or materials of any class will correspond to the estimated quantities given in the proposal. The Contractor shall make no claim for anticipated profits, or loss of profit, for damages, or for any extra payment whatever because of any difference between the amount of work actually done or materials furnished and the estimated amount.

Add to the end of Section 9-1.03 PAYMENT SCOPE:

The items bid on a “lump sum” basis shall result in a complete structure, operating plant, or system, (including all warranty documents and product and operating manuals) in satisfactory working condition in respect to the functional purpose of the installation and no extra compensation will be allowed for anything omitted but implied. Full compensation for additional materials and labor, whether or not shown on the drawing or specified in the State Standard Specifications or these Special Provisions, which are necessary to complete all the work will be considered as included in the lump sum price paid for the work, and no additional compensation will be allowed.

9-1.03A PROMPT PROGRESS PAYMENT

In accordance with California Business and Professions Code section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than seven (7) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the Contractor on account of the work performed by the subcontractors, to the extent of each subcontractor’s interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made. In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney’s fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or

criminal. This clause applies to both DBE and non-DBE subcontractors.

Replace *Reserved* in Section 9-1.12 with:

9-1.12 PROMPT PAYMENT

The City shall make all project progress payment within thirty (30) days after receipt of an undisputed, complete and properly submitted payment request from the Contractor on a construction contract. If the local agency fails to pay promptly, the local agency shall pay interest to the Contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the local agency shall act in accordance with both of the following:

1. The local agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.

2. The local agency must return any payment request deemed improper or incomplete by the local agency to the Contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

For projects awarded on or after SEPTEMBER 1, 2023:
The Contractor must submit Exhibit 9-P to the local agency administering the contract by the 15th of the month following the month of any payment(s). If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The Local Agency must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfall to the DBE commitment and prompt payment issues until the end of the project. The Local Agency must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the Contractor.

Replace Section 9-1.16A General with:

9-1.16A PROGRESS PAYMENTS

After award of contract, the progress payments are due on the 15th of each month. The Contractor may request in writing that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the City's payment procedure.

The Contractor shall submit all requests for progress payments using the forms included in Appendix A.

Form CC1: Progress Payment Request - This form is to be completed and signed by the Contractor and attached as a cover sheet to its request for payment. This will be mandatory on all contract requests.

Form CC2: Progress Payment Request – Detail - This form may be used by the Contractor to provide the detail required to verify payment quantities. (City 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 estimated quantities. At the conclusion of the contract, the City will issue a "Balancing Change Order" incorporating all quantity increases and decreases in the contract items of work.

9-1.16A(1) GENERAL

Based upon Applications for Payment submitted to the Engineer by the Contractor, the City shall make progress payments to the Contractor as provided below and elsewhere in the Contract Documents.

The period covered by each Application for Payment shall be one calendar month ending on the 20th day of the month.

The Contractor shall submit each Application for Payment to the Engineer by the last day of each month.

Pursuant to Section 9-1.02 MEASUREMENT of these Special Provisions, Contractor's Applications for Payment shall be based on the actual installed measured in place quantities for payment.

Applications for Payment shall indicate the percentage of completion of each portion of the Work for which a lump sum price is specified as of the end of the period covered by the Application for Payment.

9-1.16A(2) APPLICATIONS FOR PAYMENT

Contractor shall submit to the Engineer an Application for Payment (on Form CC1 and Form CC2 provided in Appendix A) for Work completed in accordance with the measurement of quantities. Such application shall be supported by such data substantiating the Contractor's right to payment as the Engineer may require.

By submitting an Application for Payment, the Contractor warrants that all Work has been performed in compliance with the Contract Documents, and that all quantities and amounts set forth therein accurately reflect the amount of Work completed during that pay period.

Each Application for Payment shall be reviewed by the Engineer as soon as practicable after receipt for the purpose of determining that the Application for Payment is a "proper and complete" payment request, accurately reflecting the value of Work completed and

submitted with the documents required by the Contract Documents. An Application for Payment shall be deemed "proper" only if it is properly completed and submitted on the proper forms. The Engineer shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any Application for Payment.

The City shall make payment to the Contractor not later than thirty (30) calendar days after the Engineer's verification and approval that an Application for Payment is undisputed and properly submitted.

9-1.16A(3) PAYMENTS FOR AUTHORIZED CHANGES

Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Orders and by Construction Change Directives, which shall be itemized separately from base Contract Work.

9-1.16A(4) NO REQUESTS FOR DISPUTED SUBCONTRACTOR WORK

Applications for Payment shall not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason, or as to which an appropriate stop payment notice release has not been filed.

9-1.16A(5) CITY REVIEW AND PAYMENT

This Contract is subject to the following provisions of California Public Contract Code Section 20104.50 which provides as follows:

(a)(1) It is the intent of the Legislature in enacting this Section to require all local governments to pay their Contractors on time so that these Contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern.
(2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all governmental officials, including those in local government, must set a standard of prompt payment that any business in the private sector that may contract for services should look toward for guidance.
(b) Any local agency which fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from a Contractor or construction Contract shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of § 685.010 of the Code of Civil Procedure.
(c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:
(1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt of the purpose of determining that the payment request is a proper payment request;
(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this Section shall be

accompanied by a document setting forth in writing the reasons why the payment request is not proper.
(d) The number of days available to a local agency to make a payment without incurring interest pursuant to this Section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c).
(e) For purposes of this Article:
(1) A "local agency" includes, but is not limited to, a City, including a charter City, a county, and a City and county, and is any public entity subject to this part.
(2) A "progress payment" includes all payments due Contractors, except that portion of the final payment designated by the Contract as retention earnings.
(3) A payment request shall be considered properly executed if funds are available for payment of the payment request, and the Financial Officer of the local agency does not delay the payment due to an audit inquiry.
(f) Each local agency shall require that this article, or a summary thereof, be set forth in the terms of any Contract subject to this Article.

9-1.16A(6) IMPROPER APPLICATION FOR PAYMENT

In accordance with Section 20104.50 of the California Public Contract Code, any Application for Payment determined by the Engineer not to be a proper payment request, suitable for payment, shall be returned to the Contractor as soon as practicable, but not later than seven (7) calendar days after receipt by the Engineer. An Application for Payment returned to the Contractor shall be accompanied by written documentation setting forth the reasons why the Application for Payment is not proper and not suitable for payment. If an Application for Payment is so returned as improper, no payment will be due the Contractor. The City reserves the right to make partial payment of undisputed amounts.

9-1.16A(7) INTEREST ON UNDISPUTED AMOUNTS

If the City fails to make any progress payment within thirty (30) calendar days after receipt of an undisputed and proper Application for Payment from the Contractor, the City shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the California Code of Civil Procedure. The number of days available to the City to make a payment without incurring interest shall be reduced by the number of days by which the Engineer exceeds the seven (7) day return requirement set forth above.

9-1.16A(8) CONTRACTOR WARRANTY OF TITLE TO WORK

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the City shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. This provision shall not relieve the Contractor from the responsibility for materials and

Work upon which payments have been made, the restoration of damaged Work or as waiving the right of the City to require the fulfillment of the terms of the Contract.

Each time the Contractor submits an Application for Payment, the Contractor herby certifies that each Application for Payment is complete and accurate regarding the quantities and amounts stated in the application, and that all Work for which the Contractor seeks payment have been provided in a manner that meets or exceeds the Contract requirements.

9-1.16A(9) PARTIAL PAYMENTS

The City, once in each month, shall cause an estimate in writing to be made by the Engineer. The estimate shall include the total amount of work done and acceptable materials furnished, provided the acceptable materials are listed as eligible for partial payment as materials in these Special Provisions and are furnished and delivered by the Contractor on the ground and not used or are furnished and stored for use on the contract, if the storage is within the City and the Contractor furnishes evidence satisfactory to the Engineer that the materials are stored subject to or under the control of the City, to the time of the estimate, and the value thereof. The estimate shall also include any amounts payable for mobilization. Daily extra work reports furnished by the Contractor less than 5 calendar days, not including Saturdays, Sundays, and legal holidays, before the preparation of the monthly progress estimate shall not be eligible for payment until the following month's estimate.

- The amount of any material to be considered in making an estimate will in no case exceed the amount thereof which has been reported by the Contractor to the Engineer on State-furnished forms properly filled out and executed, including accompanying documentation as therein required, less the amount of the material incorporated in the work to the time of the estimate. Only materials to be incorporated in the work will be considered. The estimated value of the material established by the Engineer will in no case exceed the contract price for the item of work for which the material is furnished.

- The City shall retain ten (10) percent of the estimated value of the work done and (ten) 10 percent of the value of materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of the contract by the Contractor, except that at any time after twenty (20) percent of the work has been completed, if the Engineer finds that satisfactory progress is being made, the City may reduce the total amount being retained from payment pursuant to the above requirements to five (5) percent of the total estimated value of the work and materials and may also reduce the amount retained from any of the remaining partial payments to five (5) percent of the estimated value of the work and materials. In addition, on any partial payment made after ninety-five (95) percent of the work has been completed, the City may reduce the amount withheld from payment pursuant to the requirements of Section 9-1.16A PARTIAL PAYMENTS of these Special Provisions, to such lesser amount as the City determines is adequate security for the fulfillment of the balance of the

work and other requirements of the contract, but in no event will that amount be reduced to less than one-hundred twenty five (125) percent of the estimated value of the work yet to be completed as determined by the Engineer. The reduction will only be made upon the written request of the Contractor and shall be approved in writing by the surety on the Performance Bond and by the surety on the Payment Bond. The approval of the surety shall be submitted to the Disbursing Officer of the City; the signature of the person executing the approval for the surety shall be properly acknowledged and the power of attorney authorizing the person to give that consent must either accompany the document or be on file with the City.

- The City shall pay monthly to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No monthly estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract.

- No monthly estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

- Attention is directed to the prohibitions and penalties pertaining to unlicensed contractors as provided in Business and Professions Code Sections 7028.15(a) and 7031.

Add to Section 9-1.16D(1) General:

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site. Mobilization also includes public notifications. Demobilization shall include, upon substantial completion of the contracted work, the removal of all signs, construction trailers, storage trailers and bins, temporary fencing, garbage, construction debris, equipment, utility services not scheduled to remain, portable toilet facilities, and all excess construction material not included and paid for within other base bid items. Work shall also include the repair, restoration and/or replacement of facilities damaged by the Contractor and/or Subcontractors and suppliers, including driveways, parking areas, streets, pipelines, and landscaping, and the submittal of Record Drawings. Work area shall be cleaned and restored to original condition or better as further shown on the plans.

The compensation for Mobilization shall not exceed five (5) percent of the total amount of all remaining bid items.

Add to Section 9-1.16E Withholds:

The City will hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City, of the contract work, and pay retainage to the prime contractor based on these acceptances.

The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

The City will withhold five (5) percent of all monthly progress payments as retention to assure completion and payment of labor and materials. Retention will be released to the Contractor ninety (90) days after the progress payment is approved and signed by the City.

In accordance with Public Contract Code Section 22300, securities shall be permitted in substitution of money withheld by the City to ensure performance under this contract.
At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally charged bank in this state as the escrow agent, who shall then pay such moneys to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.

Alternatively, the Contractor may request and the City shall make payment of retentions earned directly to the escrow agent at the expense of the Contractor. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the Contractor. Upon satisfactory completion of the contract, the Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City, pursuant to the terms of this section.

Securities eligible for investment under this paragraph shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contract and the City. The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

If an escrow agreement is used as security, it shall be null, void and unenforceable unless it is substantially similar to the form stated in Public Contract Code Section 22300.

Replace Section 9-1.16E(4) Stop Notice Withholds with:

The City may withhold payments to cover claims filed under Civil Code § 9000 et seq. Stop payment notice information may be obtained from City.

If at any time there shall be evidence of the existence, whether or not same has been asserted, of any mechanics lien, stop payment notice, or claim arising out of or in connection with the performance or default in performance of this Contract or any subcontract or supply contract entered into by Contractor to perform this Contract, and if the City might become liable for the discharge of or satisfaction of such mechanics lien, stop payment notice, or claim, then the City shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to discharge such mechanics lien or stop payment notice or satisfy such claim and to reimburse the City and the representatives of the City for all costs and expenses in connection therewith, including attorneys' fees. Further, the City, in its sole discretion, shall have the right to discharge or satisfy such mechanics lien, stop payment notice, or claim and pay all costs and expenses in connection therewith if the Contractor does not have such mechanics lien, stop payment notice, or claim discharged or satisfied within ten (10) days after receiving notice thereof from the City or unless some other procedure for discharge or satisfaction of such lien or claim is agreed upon between the City and Contractor. If the amounts retained are insufficient for the aforesaid purposes, or if such mechanics lien, stop payment notice, or claim remains undischarged or unsatisfied after all payments have been made to the Contractor, then the Contractor shall refund to the City all monies that may have been paid to discharge such lien or stop payment notice or satisfy such claims, including the costs, expenses, and attorneys' fees in connection therewith.

If the Contractor or a Subcontractor disputes the correctness or validity or enforceability of any stop payment notice, the City may, in its discretion, permit the Contractor to file with the City a bond, on a form provided by the City, executed by one or more corporate California admitted surety insurers, in an amount equal to one hundred and twenty-five percent (125%) of the claim stated in the stop payment notice conditioned for the payment of any sum which the stop payment notice claimant may recover on the claim together with its costs of suit in the action. Upon the City's acceptance of such bond, the City shall not withhold money from the Contractor on account of the stop payment notice. The surety(ies) upon the stop payment notice release bond shall be different than, and jointly

and severally liable to the stop payment notice claimant with, the payment bond surety(ies).

If a Subcontractor or material supplier refuses to furnish a release or waiver required by the City, records a mechanics lien, or files a stop payment notice, the Contractor shall, upon the City's request, furnish a bond satisfactory to the City to release the stop payment notice and shall otherwise fully indemnify the City against such stop payment notice and the City shall enforce its right under the preceding paragraph.

Any lien, stop payment notice, or other claim, filed or asserted after the Contractor's acceptance of the final payment, by any Subcontractor, laborer, material supplier, or others, in connection with or for Work performed under the Contract Documents shall be the sole and exclusive responsibility of the Contractor, who further agrees to indemnify, defend. and hold harmless the City and its council members, officers, agents and employees from and against any claims, demands, or judgment arising out of or associated therewith, including, without limitation, attorneys' fees incurred by the City in connection therewith.

Replace *Reserved* in Section 9-1.16E(6) with:

9-1.16E(6) Withhold Amount

The City will withhold 5 percent of all progress payments as retention (Public Contract Code § 7201).

Replace *Reserved* in Section 9-1.16G with:

9-1.16G Release of Retention

This Contract is subject to the following provisions of California Public Contract Code § 7200 which provides as follows:
(a)(1) This section shall apply with respect to all Contracts entered into on or after January 1, 1999, between a public entity and an original Contractor, between an original Contractor and a Subcontractor, and between all Subcontractors thereunder, relating to the construction of any public Work of improvement.
(2) For purposes of this Section, "public entity" means the state, including every state agency, office, department, division, bureau, board, or commission, a City, county, City and county, including chartered cities and chartered counties, 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) In a Contract between the original Contractor and a Subcontractor, and in a Contract between a Subcontractor and any Subcontractor thereunder, the percentage of the retention proceeds withheld may not exceed the percentage specified in the Contract between the public entity and the original Contractor.
(c) When a performance and payment bond is required in the solicitation for bids, subdivision (b) shall not apply to either of the following:

(1) The original Contractor, if the Subcontractor fails or refuses to provide a performance and payment bond issued by an admitted surety insurer, to the original Contractor.
(2) The Subcontractor, if a Subcontractor thereunder fails or refuses to provide a performance and payment bond issued by an admitted surety insurer, to the Subcontractor.
(d) No party identified in subdivision (b) shall require any other party to waive any provision of this Section.
(e) In the event that the Contractor elects to substitute securities in lieu of retentions, the Contractor may withhold from its Subcontractors, who have not elected to substitute securities in lieu of retentions, the amount of retentions that would have otherwise been withheld.

Replace *Reserved* in Section 9-1.16H with:

9-1.16H Payments to Subcontractors

The Contractor shall pay each Subcontractor, no later than seven (7) calendar days after receipt of payment from the City the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its Subcontractors in a similar manner. Contractor shall obtain and submit releases on City-approved forms for any payment made to Subcontractors and suppliers.

Replace *Reserved* in Section 9-1.16I with:

9-1.16I City's Right to Disburse Progress and Final Payments by Joint Check or Direct Payments

The City has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the City to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) days, the City shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. The City shall not have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law. The City may, in its sole discretion, issue joint checks to the Contractor and its Subcontractors of any tier and material suppliers or to make payments directly to such Subcontractor or supplier in satisfaction of City's obligation to make progress payments or the final payment due hereunder.

Add to the end of Section 9-1.17B Payment Before Final Estimate:

9-1.17B(1) Affidavit of Final Completion and Final Payment

The Contractor shall, upon completion of the Work and final cleaning up, submit to the City a sworn Affidavit of Final Completion on a form CC4 found in Appendix A. Properly submitted Claims in stated amounts may be excluded by the Contractor from the operation of the release if the Claims have not yet been resolved. Within thirty (30) calendar days after receipt of the Affidavit of Completion, the Engineer will inspect the

Work and will either (1) reject the requested Affidavit of Final Completion, specifying the defective and/or uncompleted portions of the Work, or (2) accept the Affidavit of Final Completion and submit a request to the City Council for final acceptance of the Work.

9-1.17B(2) Rejection and Revision

If the City rejects the Affidavit of Final Completion, specifying defective and/or uncompleted portions of the Work, the Contractor shall promptly remedy the defective and/or uncompleted portions of the Work. Thereafter, the Contractor shall give the City a revised Affidavit of Final Completion with a new date based on when the defective and/or uncompleted portions of the Work were corrected. The foregoing procedure shall apply successively thereafter until the City accepts Contractor's Affidavit of Final Completion.

9-1.17B(3) Documentation

In addition to the requirements for final payment set forth in the other Contract Documents, the final payment shall not become due until at least sixty (60) calendar days after: (i) Contractor has fully performed the Contract, including all punch list work; and (ii) Contractor has submitted to the City:

1. A full, complete and proper Final Application for Payment showing the proposed total amount due the Contractor, segregated as to Contract quantities, changes in the Work, and other basis for payments; deductions made or to be made for prior payments; amounts to be retained; any Claims the Contractor intends to file at that time or a statement that no Claims will be filed; and any unsettled Claims, stating amounts;
2. Written consent of surety(ies) to partial/full release of retention/final payment;
3. Contractor's written assurance that identified corrective work not complete and accepted will be completed by a stated date agreeable to the City;
4. The required As-Builts (in reproducible format);
5. Reasonable proof that taxes, fees and similar obligations of Contractor have been paid;
6. Documentation that Contractor has inspected, tested, and adjusted performance of every system or facility of the Work to ensure that overall performance is in compliance with terms of the Contract Documents;
7. Reasonable proof that Contractor has discontinued and removed temporary facilities and services from the Site, along with construction tools and facilities, forms, and similar items except for Contractor's field office;
8. Reasonable proof that Contractor has provided instruction for the City's operating personnel on systems and equipment operational requirements;
9. A report on performance of completed installations after adjustment that appear unable to comply with the requirements of the Contract Documents;
10. The operating manuals for operating and maintaining the Work; and
11. Four (4) copies of all warranties from vendors and Subcontractors, operation and maintenance manuals, instructions and related agreements, equipment certifications and similar documents, and maintenance and operating instructions.

The Engineer reserves the right to not require any of the above submittals which the Engineer determines, in his/her sole discretion, is not applicable to a particular project.

9-1.17B(4) Disbursement of Final Payment

Pursuant to California Public Contract Code section 7107, if there is any dispute between the City and the Contractor at the time that disbursement of the final payment is due, the City may withhold from disbursement of the final payment an amount not to exceed one hundred fifty percent (150%) of the amount in dispute.

9-1.17B(5) No Waiver of Claims by City

The making of final payment shall not constitute a waiver of any Claims by the City including, but not limited to:

1. unsettled stop payment notices;
2. faulty or defective Work;
3. failure of the Work to comply with the requirements of the Contract Documents;
4. terms of special warranties required by the Contract Documents; or
5. any other cause, unless specifically waived by the City in writing.

9-1.17B(6) WAIVER OF CLAIMS BY CONTRACTOR, SUBCONTRACTORS, AND SUPPLIERS

Acceptance of final payment by the Contractor, a Subcontractor, or a material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

Add to Section 9-1.17D(1) General:

The Contractor shall submit Form CC4: Final Release Form. This form must accompany all requests for final payment (see Appendix K).

Delete section 9-1.22 ARBITRATION:

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DIVISION II GENERAL CONSTRUCTION

10 GENERAL

Replaced *Reserved* Section 10-1.02A with:

The Contractor's attention is directed to Section 8-1.05 TIME of these special provisions for the number of days allowed for this work.

Attention is directed to Section 5-1.36C(3) NONHIGHWAY FACILITY REARRANGEMENT for utility work, Sections 8-1.11 UTILITY AND NON-HIGHWAY WORK and 19-1.01A(1) POTHOLE UTILITIES of these special provisions.

Attention is directed Section 14-1.02 ENVIRONMENTALLY SENSITIVE AREA and Section 16-2.03 TEMPORARY HIGH-VISIBILITY FENCES of these state standard specifications. Prior to beginning work, the boundaries of the Environmentally Sensitive Areas (ESA) shall be clearly delineated in the field by a qualified biologist, retained by the

City who shall be present during the installation of fencing. The boundaries shall be delineated by the installation of temporary high-visibility fence by the Contractor.

The Contractor shall prepare a traffic control plan that conforms to Section 12, CONSTRUCTION AREA TRAFFIC CONTROL DEVICES, of the City of Goleta Design and Construction Standards, the California MUTCD and as described within these Special Provisions prior to construction of each location. The traffic control plan shall include details regarding traffic signal operations to be approved by the Engineer.

Attention is directed to Section 12 TEMPORARY TRAFFIC CONTROL of these Special Provisions and to the stage construction sheets of the plans.

The work shall be performed in conformance with the phases and stages of construction shown on the plans. Non-conflicting work in subsequent stages may proceed concurrently with work in preceding stages, provided satisfactory progress is maintained in the preceding stages of construction and with Engineer's written approval.

In each stage, after completion of the preceding stage, the first order of work shall be the removal of existing pavement delineation as directed by the Engineer. Pavement delineation removal shall be coordinated with new delineation so that lane lines are provided at all times on traveled ways open to public traffic.

Before obliterating any pavement delineation (traffic stripes, pavement markings, and pavement markers) that is to be replaced on the same alignment and location, as determined by the Engineer, the pavement delineation shall be referenced by the Contractor, with a sufficient number of control points to reestablish the alignment and location of the new pavement delineation. The references shall include the limits or changes in striping pattern, including one- and 2-way barrier lines, limit lines, crosswalks and other pavement markings. Full compensation for referencing existing pavement delineation shall be considered as included in the contract prices paid for new pavement delineation and no additional compensation will be allowed therefor.

At the end of each working day if a difference in excess of 2 inches exists between the elevation of the existing pavement and the elevation of excavations within 5 feet of the traveled way, material shall be placed and compacted against the vertical cuts adjacent to the traveled way. During excavation operations, native material may be used for this purpose; however, once placing of the structural section commences, structural material shall be used. The material shall be placed to the level of the elevation of the top of existing pavement and tapered at a slope of 4:1 (horizontal:vertical) or flatter to the bottom of the excavation. Treated base shall not be used for the taper. Full compensation for placing the material on a 4:1 slope, regardless of the number of times the material is required, and subsequent removing or reshaping of the material to the lines and grades shown on the plans shall be considered as included in the contract price paid for the materials involved and no additional compensation will be allowed therefor. No payment will be made for material placed in excess of that required for the structural section.

At those locations exposed to public traffic where guard railings or barriers are to be constructed, reconstructed, or removed and replaced, the Contractor shall schedule operations so that at the end of each working day there shall be no post holes open nor

shall there be any railing or barrier posts installed without the blocks and rail elements assembled and mounted thereon.

Add to the end of Section 10-1.02C(2) Irrigation Facilities:

Protect any irrigation component to be relocated before performing any other construction activity in the area.

Add to the beginning of Section 10-1.02E Excavation:

Construct the new pavement structure adjacent to the existing traveled way by successively excavating, preparing subgrade, placing base materials, and paving. Perform these activities concurrently after the Contractor starts paving. Excavation within 8 feet of the existing traveled way must not precede the paving operation by more than two (2) working days unless:

1. Authorized
2. Material is placed and compacted against the vertical cuts within 8 feet of the existing traveled way. During excavation, the Contractor may use native material for this purpose except the Contractor must use structural material once the Contractor start placing the pavement structure. Place the material to the top of the existing pavement and taper at a slope of 4:1 (horizontal:vertical) or flatter to the bottom of the excavation. Do not use treated base for the taper.

In San Jose Creek, the Contractor may work within channel only from June 1 to October 31 of any year. If measurable rain is predicted within 48 hours during construction, all activities shall cease until storm flows have returned to pre-storm conditions, and protective measures to prevent siltation or erosion are implemented/maintained.

Replace *Reserved* in Section 10-1.05 with:

10-1.05 FURNISH FIELD OFFICE

This work shall consist of furnishing, installing, maintaining, and removing a field office and associated services for the exclusive use of the Engineer.

The Contractor shall provide the office beginning 14 days before project work begins and ending 21 days after final acceptance. Facilities remain the property of the Contractor upon completion of the contract. The Contractor shall perform all site work to set up and remove the office. Provide weatherproof buildings or trailers in good condition. Facilities and their location are subject to approval and must be located within 2 miles of the project site.

The field office shall be safe, sanitary and include the appropriate electrical service, potable water supply, toilet accommodations and waste disposal services. The Contractor shall pay monthly utility bills (electricity, sewer, refuse, phone and water) promptly. The Contractor shall pay the cost for all connection and disconnection fees for electricity, phone, water service, sanitary service, fax and high-speed internet, as applies. The Contractor shall conform to all applicable ordinances, safety codes, and regulations.

The Contractor shall supply a field office with the following minimum requirements:

1. 800 square feet floor space, with separate room for the Resident Engineer's office
2. Locking outside door, deadbolt with keys
3. Alarm system with 24 hours monitoring service
4. ADA compliant access
6. Windows with locks, total area 25 square feet
7. Minimum 7-foot ceiling height
8. 12 square feet of shelf space, minimum 12" depth
9. Electrical lighting
10. Heat and air conditioning able to maintain 72 degrees Fahrenheit
11. Adequate electrical outlets and surge protectors
12. Adequate electricity (120-volt, 60 cycle)
13. Adequate potable water supply
14. Adequate sanitary facilities
15. Parking for 4 vehicles (min)
16. Janitorial services

The Contractor shall furnish the office at a minimum with the following:

1. 2 Tables 30" wide 8' long x 30" high
2. 1 File cabinet, 4-drawer, fire resistant metal with lock and keys
3. 3 Desk, 12 square feet minimum each
4. 3 Desk lamps
5. 4 Office chairs and 10 folding chairs
6. 1 5 shelf Bookcase, 3' wide x 1' deep x 6' high minimum
7. 1 Fire extinguisher
8. 1 Refrigerator, 10 cubic feet
9. 1 Microwave Oven
10. 1 fully serviced Copy Machine (with color, 11x17, scanning and email capabilities), with necessary paper, toner and ink cartridges
11. 1 commercial grade First Aid Kit
12. High speed internet, with secured "wifi" connectivity and router

The field office shall be reasonably secure. The field office may be located within the project storage area if it is similarly secured.

All equipment furnished must be of standard quality and like new.

The field office and related facilities must be supplied and maintained by the Contractor throughout the construction period; including sewage holding tank, copy machine, and drinking water, and must be removed from the project site when, and as, directed.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in furnishing, installing, maintaining and removing a field office for the Engineer, complete in place, as specified in these Special Provisions, and as directed by the Engineer shall be included in the costs associated with these items in the various bid items to which the Work relates.

Payments for furnish field office will be made as follows:

1. A prorated portion of the bid price based on working days elapsed, up to 75 percent of the contract item for furnish field office will be included in the monthly progress estimate.

Add to the 3rd paragraph of Section 10-6 WATERING:

Nonpotable water must not be stream water.

^^

12 TEMPORARY TRAFFIC CONTROL

Replace Section 12-3.11B(5)(a) General with:

Provide two C48(CA) construction project funding identification signs.

Add the following funding partner agency pictographs:

Partner funding agency	Height dimension of pictograph with notes
Federal Highway Administration (FHWA) logo	8 inches high, including text around logo
California Department of Transportation (Caltrans) logo	8 inches high, including *Caltrans* text

Replace item 3 in the list in the 1st paragraph of Section 12-3.20A(4)(a) General with:

3. Comply with the approved manufacturer's drawings located on the Department's Division of Safety website and the manufacturer's installations instructions. The website is found at https://dot.ca.gov/programs/safety-programs/mash

Add to the table in the 2nd paragraph of Section 12-3.20C(1):

12'-9" temporary steel barrier	Staked at 30 feet maximum	1	2	4	5
	Staked at 158 feet maximum	6	7	10	10

Add to the beginning of the 10th paragraph of Section 12-3.20C(1) General:

Remove temporary barrier systems when no longer required for the work.

Add to the end of Section 12-3.20C(1) General:

Stake down or anchor a minimum of 20 feet of temporary concrete barrier at the ends of the barrier run. For Type K temporary railing, place 4 stakes/anchors, and for temporary

concrete barrier with "J" hooks, place a minimum of 6 stakes/anchors. For temporary steel barriers, follow manufacturer's requirements for end segment staking.

Place a minimum 60 feet of temporary barrier system in the approach zone before the work zone on facilities with a posted speed of 45 mph or less or place a minimum 100 feet of temporary barrier system in the approach zone before the work zone with a posted speed greater than 45 mph.

Offset the approach end of a temporary barrier system a minimum of 15 feet from the edge of an open traffic lane, use the offset rate in the table below:

Temporary Barrier System Offset Rate

Posted speed (mph)	Rate[a]
0 to 45	10:1
46 to 60	15:1
61 to 70	20:1

[a] Rate is longitudinally to transversely with respect to the edge of the traveled way.

If the 15-foot minimum offset cannot be achieved, offset the temporary barrier the maximum distance available and install an array of temporary crash cushion modules or an authorized temporary crash cushion system at the approach end of the barrier system.

Replace *Reserved* in Section 12-3.20C(3)(c) with:

12-3.20C(3)(c) 12'-9" Temporary Steel Barrier

Install a minimum of 260 feet of 12'-9" temporary steel barrier.

Place temporary barrier system on asphalt concrete surface. The asphalt concrete surface must have a minimum of 6 inches of asphalt concrete over a minimum of 6 inches of compacted base. Do not place the system on concrete or earth surface.

Stake down the first and last segment of the temporary steel barrier system.

Maintain a minimum radius of 775 feet for segments placed on a curved layout.

Maintain a minimum 2-foot set back distance on both sides of a temporary barrier system used with traffic on both sides of the barrier.

Install temporary barrier system under the approved manufacturer's instructions except you may use any approved temporary crash cushion.

Replace *Reserved* in Section 12-3.26 with:

12-3.26 TEMPORARY CRASH CUSHION—TL-2

12-3.26A General

12-3.26A(1) Summary

Section 12-3.26 includes specifications for installing, repairing, replacing, maintaining, and removing temporary crash cushion.

Temporary crash cushion includes all components needed to attach it to temporary barrier or other temporary barrier system as shown and as approved by the manufacturer.

12-3.26A(2) Definitions

Not Used

12-3.26A(3) Submittals

At least 10 days before installation, submit a certificate of compliance and a minimum of two copies of the manufacturer's drawings, installation instruction manual, and maintenance manual for each model of temporary crash cushion to be used.

12-3.26A(4) Quality Assurance

You must have a copy of the manufacturer's drawings, installation instructions manual, and maintenance manual for each temporary crash cushion to be used on the job site during installation.

Use personnel trained by the manufacturer to install temporary crash cushion. A record of training provided by the manufacturer may be requested by the Engineer at any time.

12-3.26B Materials

The temporary crash cushion must be one of the following or a Department-authorized equal and must meet Test Level 2 criteria:

1. Type ABSORB-M Crash cushion must be an ABSORB-M with three elements, gating, non-redirective system manufactured by Lindsay Transportation Solutions and can be obtained from the distributor:

Address	Telephone no.
STATEWIDE SAFETY SYSTEMS 7920 CUCAMONGA AVENUE SACRAMENTO, CA 95826	(916) 452-4855

12-3.26C Construction

Install temporary crash cushion under the manufacturer's instructions and as shown.

The temporary crash cushion must not be placed such that it impedes the through flow of traffic.

Attach a Type R or Type P marker panel to the front of the temporary crash cushion if the closest point of the crash cushion array is within 12 feet of the traveled way. Firmly fasten the marker panel to the crash cushion with commercial-quality hardware or by other authorized methods.

Maintain temporary crash cushion in place at each location, including

times when work is not actively in progress.

Repair damaged temporary crash cushion immediately. Remove and replace crash cushions damaged beyond repair.

Replacement and repair of crash cushions damaged by public traffic is change order work.

12-3.26D Payment

Not Used

Replace *Reserved* in Section 12-3.27 with:

12-3.27 TEMPORARY CRASH CUSHION—TL-3

12-3.27A General

12-3.27A(1) Summary

Section 12-3.27 includes specifications for installing, repairing, replacing, maintaining, and removing temporary crash cushion.

Temporary crash cushion includes all components needed to attach it to temporary barrier or other temporary barrier system as shown and as approved by the manufacturer.

12-3.27A(2) Definitions

Not Used

12-3.27A(3) Submittals

At least 10 days before installation, submit a certificate of compliance and a minimum of two copies of the manufacturer's drawings, installation instruction manual, and maintenance manual for each model of temporary crash cushion to be used.

12-3.27A(4) Quality Assurance

You must have a copy of the manufacturer's drawings, installation instructions manual, and maintenance manual for each temporary crash cushion to be used on the job site during installation.

Use personnel trained by the manufacturer to install temporary crash cushion. A record of training provided by the manufacturer may be requested by the Engineer at any time.

12-3.27B Materials

The temporary crash cushion must be one of the following or a Department-authorized equal and must meet Test Level 3 criteria:

2. Type ABSORB-M Crash cushion must be an ABSORB-M with three elements, gating, non-redirective system manufactured by Lindsay Transportation Solutions and can be obtained from the distributor:

Address	Telephone no.
STATEWIDE SAFETY SYSTEMS 7920 CUCAMONGA AVENUE SACRAMENTO, CA 95826	(916) 452-4855

3. Type SLED - SENTRY LONGITUDINAL ENERGY DISSIPATOR END TREATMENT - Crash cushion
must be a SLED with four modules, gating, non-redirective system manufactured by TrafFix Devices, Inc., and can be obtained from the manufacturer:

Address	Telephone no.
TRAFFIX DEVICES, INC 160 AVENIDA LA PATA SAN CLEMENTE, CA 92673	(949) 361-5663

12-3.27C Construction

Install temporary crash cushion under the manufacturer's instructions and as shown.

The temporary crash cushion must not be placed such that it impedes the through flow of traffic.

Attach a Type R or Type P marker panel to the front of the temporary crash cushion if the closest point of the crash cushion array is within 12 feet of the traveled way. Firmly fasten the marker panel to the crash cushion with commercial-quality hardware or by other authorized methods.

Maintain temporary crash cushion in place at each location, including times when work is not actively in progress.

Repair damaged temporary crash cushion immediately. Remove and replace crash cushions damaged beyond repair.

Replacement and repair of crash cushions damaged by public traffic is change order work.

12-3.27D Payment

Not Used

Add to the beginning of Section 12-3.32C Construction:

Place PCMSs at the locations shown and in advance of the 1st warning sign for each:

1. Stationary lane closure
2. Off-ramp closure

3. Connector closure
4. Shoulder closure
5. Speed reduction zone

Add between the 9th and 10th paragraphs of Section 12-3.32C Construction:

Start displaying the message on the sign 15 minutes before closing the lane or shoulder or when directed by the Engineer.

Add to Section 12-4.02A(2) General:

special days: Martin Luther King Jr. Day, Cesar Chavez Day, UCSB Graduation Weekend, UCSB Move-In Week.

Add between the 1st and 2nd paragraphs of Section 12-4.02A(3)(c) Contingency Plans for Closures:

Submit a contingency plan for each of the following activities:

1. Activity requiring complete roadway closure
2. Culvert Work
3. HMA Paving
4. Striping

Add to the end of Section 12-4.02C(1) General:

Keep the full width of the traveled way open to traffic when no active construction activities are occurring in the traveled way or within 6 feet of the traveled way.

Keep the full width of the ramp traveled way open for use by traffic on designated holidays.

Add to the end of Section 12-4.02C(3)(a) General:

If work vehicles or equipment is parked on the shoulder within 6 feet of a traffic lane of a freeway or expressway, close the shoulder area as shown.

Replace *Reserved* in Section 12-4.02C(3)(f) with:

Closure restrictions for designated holidays and special days are shown in the following table:

Lane Closure Restrictions For Designated Holidays And Special Days											
Thu	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat	Sun	Mon
x	**H** xx	xx	xx	xxx							
	SD xx										
x	xx	**H** xx	xx	xxx							
		SD xx									
	xx	xx	**H** xx	xx	xxx						
			SD xx								
x	xx	xx	xx	**H** xx	xxx						
				SD xx	xxx						
				xx	**H** xx	xxx					
					SD xx						
					xx	**H** xx	xxx				
						SD xx					
						x	**H** xx	xxx			
					x	xx	**H*** xx	xx	xx	xx	xxx
							SD xx				

Legend:

	Refer to lane requirement charts.
x	The full width of the traveled way must be open for use by traffic after 1200.
xx	The full width of the traveled way must be open for use by traffic.
xxx	The full width of the traveled way must be open for use by traffic until 0800.
H	Designated holiday
H*	Thanksgiving Holiday-The full width of the traveled way must be open for use by traffic between Tuesday at 1200 until the following Monday at 0800.
SD	Special day

Replace Section 12-4.02C(3)(g) Freeway or Expressway Closure Hour Charts with:

12-4.02C(3)(g) Freeway or Expressway Lane Requirement Charts

Freeway lane closures must comply with the requirements shown in the following charts:

Chart No. G1
Freeway Lane Requirements

County: Santa Barbara	Route/Direction: SR 217 / EB & WB	Post Mile: 0.88 to 2.23

Closure limits: Sandspit Rd EB Off-Ramp to Hollister Ave UC 51-160

Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon–Thu	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Fri	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Sat	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Sun	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S

Legend:

S Shoulder closure is allowed (right / left).

REMARKS:

EA: 05-1K630
Date: 7/7/2023 (RDB) Chart valid for one year prior to advertisement.

Chart No. G2
Freeway Lane Requirements

County: Santa Barbara	Route/Direction: SR 217 / EB & WB	Post Mile: 0.88 to 2.23

Closure limits: Sandspit Rd EB Off-Ramp to Hollister Ave UC 51-160

Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon–Thu	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Fri	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Sat	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Sun	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

Legend:
1 Provide at least 1 through freeway lane open in the direction of travel.

REMARKS:

1. 24/7 closure is limited to a maximum duration of 220 calendar days.

EA: 05-1K630
Date: 7/7/2023 (RDB) Chart valid for one year prior to advertisement.

Replace the 1st paragraph of Section 12-4.02C(7)(a) General with:

Control traffic using stationary closures, except you may use a moving closure during traffic striping and pavement marker placement using a bituminous adhesive. Do not use a moving lane closure when grinding for recessed striping and recessed markers.

Add to the end of Section 12-4.02C(7)(b) Stationary Closures:

Except for one-way-reversing traffic-control lane closures, the maximum length of the work area inside a closure is 1.1 miles.

Not more than 1 stationary closure is allowed in each direction of travel at one time.

For a stationary one-way-reversing traffic-control lane closure on City street, you may stop traffic in 1 direction for periods not to exceed 10 minutes. After each stoppage, all accumulated traffic for that direction must pass through the work zone before another stoppage is made. One-way-reversing traffic-control is not allowed on freeway.

The maximum length of a single stationary one-way-reversing traffic-control lane closure on City street is 1 mile between flaggers. One-way-reversing traffic-control is not allowed on freeway.

Not more than 1 stationary one-way-reversing traffic-control lane closures on City street will be allowed at one time. One-way-reversing traffic-control is not allowed on freeway.

Add to Section 12-4.02C(7)(b) Stationary Closures:

Provide a stationary impact attenuator vehicle for:

1. Pavement marking
2. Traffic control placement and removal

For a traffic control system with multiple work areas, place a stationary impact attenuator at each work area with a separation distance of at least 500 feet from the adjacent work area.

Add to the end of Section 12-4.02C(8)(a) General:

For a complete freeway closure, install the closure signs at least 7 days before closing the freeway. Notify the Engineer at least 5 business days before installing the signs. If the freeway is not closed on the posted day, change the closure to allow for a 3-business-day advance notice before closure.

Replace *Reserved* in Section 12-4.02C(12) Construction Work Zone Speed Limit Reduction with:

12-4.02C(12) Construction Work Zone Speed Limit Reduction

12-4.02C(12)(a) General

Section 12-4.02C(12) includes specifications for providing, installing, maintaining, and removing traffic control devices for reducing the speed limit for the construction work zones.

Speed limit reduction is limited to 10 mph from the posted speed limit in construction work zones unless a greater speed limit reduction is specified. Construction work zone speed limit reduction can either be required when construction activities are active in a closure as a temporary condition or 24 hours a day, 7 days a week based on the roadway conditions when specified.

Speed limit reduction for Route 217 is to be reduced from 65 mph to 45 mph. Place traffic control devices as shown for multiple speed limit reduction steps within traffic control system. Speed limits can be stepped down in 5 or 10 mph increments.

Temporary construction work zone speed limit reduction is required for lane closures when construction activities require workers to be present within the lane closures. Construction work zone speed limit reduction is not required for short duration closures of 1 hour or less or when the length of lane closure is 1/2 mile or less.

Temporary construction work zone speed limit reduction is required when construction activities require lane closures for the locations shown in the following table:

Lane requirement chart no.
G2

Construction work zone speed limit reduction is required 24 hours a day, 7 days a week when construction activities affect the roadway around the clock 24 hours a day, 7 days a week as shown on the traffic handling plans.

Construction work zone speed limit reduction is required 24 hours a day 7 days a week at the following locations when the roadway conditions listed are in effect because of construction activities:

Construction Work Zone Speed Limit Reduction 24 Hours A Day 7 Days A Week

Location no.	Route	Begin postmile/station	End postmile/station	Roadway condition
1	217	1.0	2.2	Temp. Pavement

For divided highways, the construction speed limit reduction zone for 24 hours a day, 7 days a week applies only to the direction of travel where the roadway conditions require lower vehicle speeds.

12-4.02C(12)(b) Materials

For construction work zone speed limit reduction for 24 hours a day, 7 days a week, construction area signs must comply with the requirements for stationary-mounted signs in section 12-3.11. When the duration of construction work zone speed limit reduction for 24 hours a day, 7 days a week is 7 days or less, you may use portable signs that comply with the requirements for portable signs in section 12-3.11.

For temporary construction work zone speed limit reduction, signs must comply with the requirements for portable signs in section 12-3.11.

The PCMS must comply with section 12-3.32.

Radar feedback sign LED displays must have LED:

1. Character of at least 18 inches in height for freeways and expressways
2. Character of at least 14 inches in height for conventional highways
3. Character's width-to-height ratio from 0.7 to 1.0
4. Character's stroke width-to-height ratio of 0.2

Portable radar speed feedback sign must comply with section 12-3.37.

Portable radar speed feedback sign trailers must have a minimum of 9 cones placed on a taper in advance of the device and along the edge of shoulder or edge of the traveled way at 25-foot intervals to a point not less than 25 feet past the device.

Temporary radar speed feedback sign system must comply with the specifications for:

1. Temporary electrical system in section 87-20

2. Radar speed feedback sign system in section 87-14 except the LED character display must remain blank when no vehicles are detected or when the detected vehicle speed is 10 miles or less than the pre-set speed

12-4.02C(12)(c) Construction

Advise motorists of construction work zone speed limit reductions starting 14 days in advance of implementing the speed limit reduction using a PCMS displaying the alternating messages *Reduced Speed* and *Starting XX/XX/XX (Date).*

When construction work zone speed limit reduction is in effect, the PCMS message must be *XX ZONE AHEAD* and *WILL BE ENFORCED*. Mount a 48-by-48-inch W3-5 XX "SPEED LIMIT" ahead symbol sign on the PCMS trailer.

Cover all existing speed limit signs while the construction work zone speed limit reduction is in effect. Remove covers when construction work zone speed limit reduction is no longer in effect. For construction work zone speed limit reduction for 24 hours a day, 7 days a week, you may remove the existing speed limit signs and replace the signs when the construction activities that required the 24 hours a day, 7 days a week speed limit reduction are completed.

For construction work zone speed limit reduction for 24 hours a day, 7 days a week, install temporary radar speed feedback systems. In addition to the temporary radar speed feedback system shown, place a portable radar speed feedback system 400 feet upstream of active work areas. Portable radar speed feedback system must include a R2-1 sign with G20-5aP "WORK ZONE" plaque.

For temporary construction work zone speed limit reduction for lane closures, install portable radar speed feedback system as shown. In addition to the portable radar speed feedback system shown, place a portable radar speed feedback system 400 feet upstream of active work areas. The portable radar speed feedback system must include a R2-1 sign with G20-5aP "WORK ZONE" plaque.

For on-ramps within the limits of a construction work zone speed limit reduction, place R2-1 signs with G20-5aP "WORK ZONE" plaque within 500 feet of entrance ramps. You may use the strap and saddle method for mounting these sign panels on the entrance ramp lighting standard at the merge point.

For freeway to freeway connector ramps, install signs and devices as shown for construction work zone speed limit reduction.

For expressways, place a R2-1 sign with G20-5aP "WORK ZONE" plaque approximately 500 feet downstream from intersections within the limits of a construction work zone speed limit reduction.

For conventional highways, place a R2-1 sign with G20-5aP "WORK ZONE" plaque approximately 500 feet downstream from major intersections within the limits of a construction work zone speed limit reduction.

Within the limits of a construction work zone speed limit reduction, place intermediate R2-1 signs with G20-5aP "WORK ZONE" plaque at intervals not exceeding three miles.

You may use variable speed limit signs where R2-1 signs are described.

For chip seal projects, place construction work zone speed limit reduction signs and devices as shown except place additional intermediate signs, W8-7 "LOOSE GRAVEL" sign, and a W13-1 (35) plaque every 2000 feet.

For construction work zone speed limit reduction for 24 hours a day, 7 days a week, install advisory warning signs 48-by-48-inch C46 CA) UNEVEN PAVEMENT as directed by Engineer.

12-4.02C(12)(d) Payment

For construction work zone speed limit reduction for 24 hours a day, 7 days a week, signs are paid for as construction area signs, PCMS is paid for as portable changeable message sign, temporary radar speed feedback sign is paid for as temporary radar speed feedback sign system, and portable radar speed feedback sign is paid for as portable radar speed feedback sign systems. Covering and removing covers of existing speed limit signs are included in the price paid for construction area signs.

For construction work zone speed limit reduction only during lane closures, signs are included in the bid item for "**Traffic Control System**", PCMS is paid for as "**Portable Changeable Message Sign**", and portable radar speed feedback sign is paid for as "**Portable Radar Speed Feedback Sign System**". Covering and uncovering existing speed limit signs for each lane closure are included in the price paid for "**Traffic Control System**."

Replace Reserved in Section 12-4.02C(13) with:

12-4.02C(13) Traffic Control Supervisors

12-4.02C(13)(a) General

12-4.02C(13)(a)(i) Summary

Section 12-4.02C(13) TRAFFIC CONTROL SUPERVISORS of these Special Provisions includes specifications for training, certification, and responsibilities for traffic control supervisors.

The traffic control supervisor:

1. Must be knowledgeable about:
   1.1. Section 7-1.03 PUBLIC CONVENIENCE
   1.2. Section 7-1.04 PUBLIC SAFETY
   1.3. Section 12 TEMPORARY TRAFFIC CONTROL
   1.4. Traffic control system Standard Plans
   1.5. Traffic handling plans and detour plans
2. Must coordinate the implementation and operation of temporary traffic control, including those of Subcontractors, suppliers and any adjacent construction or maintenance operations. Additionally, the Traffic Control Supervisor must participate in the preparation of the Traffic Control Plan for the project.

The traffic control supervisor must:

1. Be exclusively dedicated to the responsibilities and duties required for traffic control
2. Be on site when active coordination of temporary traffic control, including those of Subcontractors, suppliers, and any adjacent construction or maintenance operations is required
3. Be available after work hours, on site within two (2) hours of being contacted. Failure to be onsite within two (2) hours shall result in the amount of $500 per hour for each hour thereof withheld from Contractor's progress payment.
4. Perform weekly reviews of the project when no active coordination of temporary traffic control is required.

12-4.02C(13)(a)(ii) Definitions

Not Used

12-4.02C(13)(a)(iii) Submittals

12-4.02C(13)(a)(iii)(A) General

Every Monday by noon, submit traffic control weekly report for the previous week as an informational submittal.

12-4.02C(13)(a)(iii)(B) Quality Assurance Submittals

Submit as informational submittals:

1. Traffic control supervisor certification, traffic control technician and flagger certification, and each alternate traffic control supervisor. The certification must include:
   1.1. Name of the individual receiving certification.
   1.2. Name of entity providing certification.
   1.3. Date of certification.
   1.4. Certification expiration date.
2. Contact information for each traffic control supervisor and each alternate traffic control supervisor. The submittal must include the name, phone number and email address.
3. Traffic control weekly reports. The traffic control weekly report must include:
   3.1. Date.
   3.2. Name of traffic control supervisor.
   3.3. Location of traffic control. Provide description, County, Route, Postmile or Station and Direction.
   3.4. Reference to traffic control standard plan or project plan sheet.
   3.5. Documentation of:
      3.5.1. Verification that closure is in compliance with the Contract requirements.
      3.5.2. Modifications to the traffic control including, a description of the change, the reason for the change, time when the change is implemented.
      3.5.3. Traffic control system monitoring, including time of inspection and observations.
      3.5.4. Incidents that occur while the traffic control system is in place.

3.5.5. Weekly reviews including any deficiencies found and when corrections were implemented.

3.6. Record of workdays used by the traffic control supervisor to coordinate traffic control systems and traffic handling plans before construction, monitor active work zone traffic activities and operations, perform weekly nighttime inspections, and perform weekly reviews when there are no active traffic activities. Include:
   3.6.1. Date.
   3.6.2. Start and end time.
   3.6.3. Location of traffic control.
   3.6.4. Description of work performed.

12-4.02C(13)(a)(iv) Quality Assurance

12-4.02C(13)(a)(iv)(A) General

The traffic control supervisor must coordinate with the Engineer the implementation of traffic control systems and traffic handling plans before construction and before major changes in traffic control.

12-4.02C(13)(a)(iv)(B) Training and Certifications

A traffic control supervisor must be certified as a flagger, traffic control technician and as a traffic control supervisor. Department authorized training providers list is available at:
https://dot.ca.gov/programs/construction/safety-traffic/safety-training-courses

12-4.02C(13)(a)(iv)(C) Quality Control

The traffic control supervisor must:

1. Ensure safe, convenient, and effective passage of motorists, bicyclists, pedestrians, workers, and first responders, through or around the construction work zone.
2. Inspect the condition of traffic control devices on a regular basis for compliance with the quality requirements in the American Traffic Safety Services Association Publication *Quality Guidelines for Temporary Traffic Control Devices and Features*.
3. Ensure the labor, equipment, and materials are available to immediately correct deficiencies in the traffic control system.
4. Ensure that employees have flagger certificate and traffic control technician certification when performing those activities.
5. Ensure the status of closures is reported using the LCS Mobile web page.
6. Verify that all closures comply with the Contract requirements and that traffic control devices, including PCMS, arrow boards and radar speed feedback signs, are functioning after traffic control installation.
7. Review and verify that temporary traffic control daily report form is completed for every closure.
8. Review project temporary traffic control weekly to ensure that all traffic control devices and pavement delineation are effective and comply with the construction area sign plans, traffic handling plans, and detour plans. At least weekly, perform a nighttime review of the temporary traffic control devices and temporary pavement delineation to ensure compliance.

12-4.02C(13)(b) Materials

Not Used

12-4.02C(13)(c) Construction

The traffic control supervisor is responsible and has full authority to act on behalf of the Contractor for administering temporary traffic control.
Notify the Engineer before an alternate traffic control supervisor assumes the duties of the assigned traffic control supervisor.

Traffic control supervisor must have:

1. Cellular telephone
2. Two-way radio
3. Mobile internet access

The traffic control supervisor must monitor work zone traffic activities and operations, including detours, to ensure the traffic control is functioning properly.
Monitor work zone traffic control, if an imminent danger is identified, take immediate corrective action and notify the Engineer. Notify the Engineer of modifications needed to the traffic control system plans if the traffic control is not functioning as required due to changes in traffic site conditions. Do not implement any changes to the traffic control system plans or traffic handling plans until the proposed revisions are authorized.

12-4.02C(13)(d) Payment

The traffic control supervisor is paid for each workday:
1. Coordinating the implementation of traffic control systems and traffic handling plans before construction
2. Monitoring active work zone traffic activities and operations during construction
3. Performing weekly nighttime inspections
4. Conducting weekly reviews when there are no active work zone traffic activities and operations

Workdays are days the traffic control supervisor is at the job site performing traffic control supervisor's duties based on the traffic control weekly reports, with each workday counting as one (1) measurement.

Replace *Reserved* in Section 12-8 with:

MEASUREMENT AND PAYMENT

All work for traffic control including the work identified in this section shall be included in the lump sum item for "**Traffic Control System**" in the Bid Schedule. The work shall include full compensation for furnishing all labor including flagging costs, materials (including signs, barricades, delineators, CMSs, and other warning devices), tools, equipment, and incidentals, for doing all the work involved in placing, removing, storing,

maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system, postings, notifications, street closures, temporary pavement delineation, as specified in the State Standard Specifications and these Special Provisions, and as directed by Engineer.

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13 WATER POLLUTION CONTROL

Add to the end of Section 13-1.01A Summary:

The specifications in Section 13 for water quality monitoring apply to the following work activities whenever they occur in water:

1. Dewatering operations with a discharge to a natural water course via existing vegetated areas and swales, where the discharge to a natural water course is permitted by the Regional Water Quality Control Board.

The receiving waters for this project are listed in the following table:

Receiving Waters	Location
San Jose Creek	Parallel to SR 217 east of Bridge No. 51-0362
San Pedro Creek	Northwest of Bridge No. 51-0362
Atascadero Creek	South of Bridge No. 51-0362
Goleta Slough/Estuary	Southeast of Bridge No. 51-0362

Add to the end of Section 13-3.01A Summary:

This project's risk level is **2**.

The City has developed a draft site specific SWPPP for this project. The WDID number is WDID# 3 42C406845. The Contractor can view the project's SWPPP on the Regional Water Quality Control Board's (Board) web site at https://smarts.waterboards.ca.gov/smarts/faces/SwPublicUserMenu.xhtml under the Facility/Site name San Jose Creek Multi Purpose Path Project, San Jose Creek Corridor, Goleta CA 93117.

The Contractor's Qualified SWPPP Developer (QSD) will be responsible for completing and finalizing. The Contractor shall complete sampling and analysis as specified in the SWPPP, the Standard Specifications, and these Special Provisions.

The Contractor must comply with Goleta Municipal Code Chapter 17.34 "Water Efficient Landscaping Ordinance" including but not limited to:

a. Submit a landscape plan whenever new or rehabilitated landscaping is required, pursuant to Section 17.34.020 of the Goleta Municipal Code. The Plan must contain all required elements of State and City's Water Efficient Landscaping Ordinance (WELO).—**2 weeks prior to construction**

The Contractor must comply with the Clean Water Act, and related Porter Cologne Act, National Pollutant Discharge and Elimination System permit (NPDES) requirements, Central Coast Post Construction Requirements (PCRs) and Goleta Municipal Code Section 13.04.

This includes the following deliverables:

a. Registration with SMARTS and submittal of a Stormwater Pollution Prevention Plan (SWPPP) for applicable projects (as defined in the CGP; generally, projects that disturb 1 acre or more). — **five (5) working days prior to the preconstruction conference**
   - If a SWPPP is not required, then submittal of an Erosion and Sediment Control Plan—**1 week prior to construction.**

b. Submittal of a stormwater control plan (SWCP) for applicable projects (as defined in the PCRs; generally projects that add or replace =>2,500 sq.f of impervious surface)—**1 month prior to construction**

c. Submittal of an Operation and Maintenance (O&M) Plan for applicable projects with Stormwater Structural Control Measures (as defined in the PCRs; generally for projects that add or replace =>5,000 sq.ft of impervious surface)—**1 month prior to construction**
   - O&M plan should include a cost estimate for ongoing maintenance

d. Submittal of the City's stormwater data sheet—**1 month prior to construction**

e. Updates to the SWCP and stormwater plan record drawings to reflect final conditions—**2 weeks prior to project closeout**

Add between the 4th and 5th paragraphs of section 13-3.01C(2)(a) General:

The following RWQCBs will review the authorized SWPPP:

1. Region 3 – Central Coast

Add to the end of Section 13-3.01D(2) Regulatory Requirements:

Discharges of stormwater from the job site must comply with the permit issued by the Central Coast RWQCB for National Pollutant Discharge Elimination System (NPDES) Permit, Permit Order No 2009-0009-DWQ amended by 2010-0014-DWQ & 2012-0006 DWQCAS000002. The RWQCB permit governs stormwater and non-stormwater discharges resulting from construction activities at the job site.

Add to the end of Section 13-3.04 PAYMENT:

You are responsible for paying the Annual Construction General Permit Fee. The Annual Construction General Permit Fee is included in the contract lump sum price for Prepare Storm Water Pollution Prevention Plan and no additional compensation will be considered.

Add after the 1st paragraph of Section 13-4.01C with Submittals:

If dewatering operations with discharge to a natural water course are necessary, submit a detailed dewatering plan thirty (30) days before implementation of dewatering activities.

If necessary, dewatering must comply with Section 401 Water Quality Certification No 34223WQ33.

Add to the end of Section 13-4.03A General:

City Policy

The construction site shall be inspected in accordance with the project SWPPP and the Construction General Permit (CGP). The City's QSP or Engineer and the Contractor's QSP shall coordinate efforts to comply with the project SWPPP and CGP. If the City QSP or Engineer determines that there are deficiencies that need attention, the Contractor shall make all the necessary changes within 12 hours. If the Contractor does not complete these changes within the 12-hour period the Contractor will be charged $500 per hour until the necessary changes are addressed completely in place to the satisfaction of the City QSP or Engineer. Any fines and costs associated with an impending Notice of Violation or issuance thereof, issued by the governing Regional Water Quality Control Board that the City incurs from the Regional Water Quality Control Board will be passed on the Contractor, including administration time the Inspector and Resident Engineers uses for this task.

Add to the end of Section 13-4.03B(1) General:

The Contractor's QSP shall implement the spill and leak prevention procedures plan when chemicals or hazardous substances are in use or are stored. The Contractor shall not be permitted to commence work in the creek area until this plan is reviewed and accepted by the City.

The Contractor's QSP shall oversee and enforce proper spill prevention and control measures. Minor, semi-significant, and significant spills shall be reported to the Contractor's QSP who shall notify the City QSP immediately.

The Contractor shall prevent spills from entering storm water runoff before and during cleanup. Spills shall not be buried or washed with water.

The Contractor shall keep material or waste storage areas clean, well-organized, and equipped with enough cleanup supplies for the material being stored. Plastic shall be placed under paving equipment when not in use to catch drips.

Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream/lake shall be positioned over drip pans.

Replace number "6" of the 1st paragraph of Section 13-4.03B(4) Significant or Hazardous Spills:

6. Notify other agencies as appropriate, including:

1. City of Goleta Fire Department,
2. City of Goleta Public Works Department,
3. State Department of Toxic Substances,
4. State Department of Fish & Game,
5. Army Corps of Engineers,
6. National Marine Fishery Service,
7. Cal OSHA,
8. Regional Water Resources Control Board,
9. California Highway Patrol and Caltrans if within State Right of Way,
10. Department of Conservation, Division of Oil, Gas, and Geothermal Resources.

Add to Section 13-4.03G Dewatering:

13-4.03G DEWATERING

In addition to section 13-4.03G Dewatering, the following shall be performed if groundwater is encountered:

DEWATERING GROUNDWATER FOR UTILITY WORK

The Contractor is advised that groundwater may be present in the proposed excavation depending on site location, soil conditions, and time of year. As necessary, the Contractor shall be responsible for controlling groundwater encountered during construction per the Standard Specifications, and these Special Provisions.

Groundwater shall be collected in temporary storage tanks for settling, filtration, and testing prior to discharge (this does not apply to groundwater encountered with the bridge and channel construction). The Contractor shall develop an excavation dewatering plan asspecified herein and submit it to the City for review and approval.

The Contractor shall assume sole responsibility for:

1. Planning, design, installation, and operation of temporary groundwater dewatering systems and temporary surface water control systems. Water control systems designed and installed by the Contractor shall adequately protect existing property, foundations, and permanent structures.
2. Loss or damage resulting from partial or complete failure of operation ofdewatering systems.
3. Repairing damage to adjacent properties, buildings, structures, utilities, and other work due to installation, settlement, or resultant damage caused by groundwater control operations.
4. Determining means and methods for disposing of water removed by dewatering systems. The Contractor shall abide by all discharge requirements as determined by the Goleta Sanitary District and/or the Regional Water Quality Control Board. If permit requirements specify water quality requirementsthat must be met before water can be disposed of, provide the necessary treatment facilities to achieve the

specified water quality limits. Contractor shall not dewater to the sewer or storm drain system without an approved permit. The Contractor shall provide the necessary conveyance facilities to meet the required discharge volume within the permit requirements.

5. Modifying groundwater control systems or operations if they cause or threaten to cause damage to new construction, existing site improvements, adjacent property, or adjacent water wells, or affect potentially contaminated areas.

Groundwater control systems may include single-stage or multiple-stage well point systems, sump pumps within excavations, shallow or deep wells, or combinations of these types of dewatering systems. Locate groundwater control and drainage systems so as not to interfere with utilities, construction operations, vehicular traffic, pedestrian traffic, adjacent properties, or adjacent water wells. Modify dewatering procedures which cause, or threaten to cause, damage to new or existing facilities, to prevent further damage. Install settlement gauges, as necessary, to monitor the settlement of critical structures or facilities adjacent to areas of dewatering. Control the rate of dewatering to avoid all objectionable settlements and subsidence. Remove or abandon the dewatering system when it is no longer needed in accordance with regulatory stipulations indicated in this Section.

Groundwater was encountered in the pipe zones during geotechnical investigations performed for this project. Groundwater conditions can vary seasonally and perched groundwater may exist at any time. Contractor shall be responsible for controlling groundwater encountered during construction. Groundwater may be free-flowing into excavations or may be encountered in the form of saturated soil.

If dewatering is required, the Contractor shall design dewatering systems of sufficient scope,size, and capacity to accomplish the following results:

1. Control the flow of surface water into trench and structure excavations by grading, dikes, or other means.
2. Unless otherwise approved by the Engineer, lower groundwater levels a minimum of 24-inches below trench excavation and minimize infiltration of groundwater into trench and structure excavations.
3. Lower and maintain groundwater to a level of at least 24-inches below the lowest point of structure excavations.
4. Lower groundwater levels further when necessary to obtain the specified degree of compaction. Develop a substantially dry and stable subgrade for subsequent earthwork compaction and construction operations.
5. Prevent the loss of fines, seepage, boils, quick conditions, or softening of the foundation soils. Maintain the stability of the sides and bottoms of excavations.

The Contractor shall maintain dewatering operations to control and minimize erosion, to create stable sides and bottoms of excavations, to stabilize constructed slopes and to

prevent settlement and damage to structures and utilities. Dewatering systems utilized shall collect and dispose of removed water. Water removed by dewatering systems cannotbe discharged into the stormwater collection system which consists of pipes, catch basins, manholes and roadside drainage ditches, and channels. The Contractor shall comply with the requirements of the City's drainage requirements and with all laws and regulations for development, drilling, and abandonment of wells used in dewatering systems.

A minimum of six (6) weeks prior to beginning work requiring dewatering operations, the Contractor shall submit a groundwater control plan that will:

1. Illustrate the arrangement, locations, and details of the dewatering system, including wells and well points; dewatering pumps and piezometers; locations of headers, treatment systems, and discharge lines; standby equipment and power supply; silt removal, pollution control, and treatment facilities; and the means of conveyance, discharge and disposal of water.
2. Include a narrative report outlining the dewatering procedures and controls.
3. Include completed applications from all applicable regulatory agencies with authority to oversee the discharges to the separated drainage system.Permits shall be approved before discharge is allowed.

After approval of the Contractor's groundwater control plan submittal and within two weeks of starting excavation activities, the Contractor shall install and run the dewatering system to achieve the required draw-down level below the bottom of the excavation. The Contractor shall verify the groundwater depth prior to starting excavation and provide confirmation to the Engineer that the groundwater level is at the level required below the bottom of the excavation. Upon verification of the groundwater to the specified limits, the excavation work may proceed as directed by the Engineer. The Contractor shall provide additional measures for draw-down of groundwater if the required level is not met within the 2-week dewatering draw-down period. Dewatering systems shall maintain the requiredgroundwater levels throughout the prosecution of the Work until the time that the final backfill has been placed to a point higher than the static groundwater level.

Contractor shall maintain sufficient standby equipment, staff, and materials available at the site to ensure continuous operation, where required.

Perform dewatering in accordance with approved Shop Drawings. Keep the Engineer advised of any changes made to accommodate field conditions and, on completion of the dewatering system installation, revise and resubmit Shop Drawings as necessary to indicate the installed configuration.

Organize dewatering operations to lower the groundwater level in excavations as required for the prosecution of the Work, and to provide a stable, dry subgrade for the prosecution of construction operations. Maintain the water level at lower elevations so that no danger to structures can occur because of the buildup of excessive hydrostatic pressure, and provide formaintaining the water level below the subgrade unless otherwise permitted by

the Engineer. Maintain groundwater level a minimum of five feet below the prevailing level of backfill being placed.

Dispose of water in such a manner as to cause no injury or nuisance to public or private property, or be a menace to public health. Dispose of the water in accordance with applicable regulatory agency requirements.

If dewatering is required, Contractor shall design dewatering systems of sufficient scope, size, and capacity to accomplish the following results:

Maintain continuous dewatering operations so that the excavated areas are kept free from water during construction, while concrete is setting and achieves full strength, and until backfill has been placed to a sufficient height to anchor the work against possible flotation.

Prevent disposal of sediment to adjacent lands or waterways by employing necessary methods, including settling basins. Locate settling basins away from watercourses to prevent silt-bearing water from reaching the watercourse.

Intercept surface water and divert it away from excavations through the use of dikes, ditches,curb walls, pipes, sumps, or other means. This requirement extends to temporary works required to protect adjoining properties from surface drainage caused by construction operations.

Implement the appropriate level of surface water control to protect water quality throughout the construction period.

Provide labor, material, equipment, techniques, and methods to lower, control, and handle groundwater in a manner compatible with construction methods and site conditions. Monitor the effectiveness of the installed system and its effect on adjacent property. Interceptwater flowing into excavations and divert it to sumps or ditches to allow pumping of collected water out of the excavation. Provide settling basins, geotextile containment devices or other sediment removal and water treatment devices for water quality control and compliance with regulatory and permit requirements. Install geotextile containment devices in accordance with the manufacturer’s instructions and requirements. Operate andmaintain groundwater control systems in accordance with the Groundwater Control Plan. Notify Engineer in writing of any changes made to accommodate field conditions and changes to the Work. Provide for continuous system operation, including nights, weekends, and holidays. When deemed appropriate, provide a backup power sourcefor electrical service. Monitor operations to verify that the system lowers groundwater levels at a rate required to maintain a dry excavation resulting in a stable subgrade for the prosecution of subsequent operations. Remove all groundwater control systems upon completion of construction or when dewatering and control of surface or groundwater is no longer required. Remove and grout piezometers when groundwater control operations are complete.

Replace *Reserved* in Section 13-4.03H with:

13-4.03H Welding

Fire suppression equipment must be on site when using welding/cutting equipment.

Replace *Reserved* in Section 13-4.03I with:

13-4.03I MITIGATION MEASURES FOR SAN JOSE CREEKS

The Contractor shall minimize impacts on San Jose Creek and Old San Jose Creek (Creek), and associated aquatic habitat by implementing the following measures:

Prior to working within the Creek corridor, all heavy equipment will be checked by the City inspector and maintained daily to prevent leaks of materials that if introduced to water could be deleterious to aquatic life.

Raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances associated with project-related activities that could be hazardous to aquatic life shall be prevented from contaminating the soil or entering Creek channel.

During construction, the Contractor shall not place any material in the stream channel unless otherwise approved in writing by the Engineer. All such debris and waste will be picked up daily and properly disposed of at an appropriate site. All construction debris and associated materials will be removed from the work site upon completion of the project.

Sediment fences will be installed in appropriate locations to reduce the introduction of sediment into creek during construction. Any overburden material from the proposed project will not be side cast into the creek channel but will be stabilized or stored off site at approved disposal sites to preclude increased risk of sediment input to creeks. If any sediment barrier fails to retain sediment, corrective measures shall be taken. The sediment barriers shall be maintained in good operating condition throughout the construction period and the following rainy season.

The Contractor will establish spill prevention and countermeasure plan before project construction begins; the plan will include on-site handling criteria to avoid input of contaminants to the waterway. A staging and storage area will be provided away from the waterway for equipment, construction materials, fuels, lubricants, solvents, and other possible contaminants. The Contractor shall submit this document to the City for review and approval.

The Contractor will implement measures identified in the SWPPP.

After construction, the work area within the creek corridor will be stabilized and landscaped according to the erosion and sediment control standards set forth in the City of Goleta's Stormwater Quality BMP Guidance Manual for Construction. Natural grasses

and vegetation will be used, where sufficiently effective, to secure the slopes upstream and downstream of the bridge site.

The Contractor shall be responsible for implementing related requirements specified in all permits, including the CDFG Permit, ACOE Permit, and NMFS Biological Opinion.

All maintenance materials (e.g. oils, grease, lubricants, antifreeze, and similar materials) will be stored off-site.

All vehicles and equipment required on site will be parked or stored at the designated staging areas.

Precautions to minimize turbidity/siltation will be considered during project planning and implementation. Such precautions may entail the placement of silt fencing, coir logs, coir rolls, straw bale dikes, or other siltation barriers so that silt and/or other deleterious materials are not allowed to pass to downstream reaches. Passage of sediment beyond the sediment barrier(s) is prohibited. If any sediment barrier fails to retain sediment, corrective measures will be taken. The sediment barrier(s) will be maintained in good operating condition throughout the construction period and the following rainy season. Maintenance includes, but is not limited to, removal of accumulated silt and/or replacement of damaged silt fencing, coir logs, coir rolls, and/or straw bale dikes. Non-biodegradable silt barriers (such as plastic silt fencing) shall be removed after the disturbed areas have been stabilized with erosion control vegetation (usually after the first growing season). Silty or turbid water from dewatering or other activities shall not be discharged into the stream. Such water shall be settled, filtered, or otherwise treated prior to discharge.

Replace Section 13-4.04 PAYMENT with:

All dewatering activities required for your work are included in the payment of various items of work and no separate payment will be made for dewatering.

Replace Section 13-5.04 PAYMENT with:

The payment quantity for temporary soil stabilization bid items paid for by the area is the area measured parallel with the ground surface not including the additional quantity used for overlaps.

It is your responsibility for maintaining soil stabilization. The cost for maintaining soil stabilization measures is paid for under Bid Item it was installed under.

Replace the 2nd sentence of the 1st paragraph of section 13-6.03C Temporary Drainage Inlet Protection with:

The drainage inlet protection must be Type 1, Type 2, Type 3A, Type 4A, Type 4B, Type 5, or a combination of these, as appropriate for the conditions around the drainage inlet.

Replace the 4th paragraph of Section 13-6.04 PAYMENT with:

The cost for maintaining sediment control measures is paid for under Bid Item it was installed under.

Replace Section 13-7.03D Payment with:

13-7.03D Payment

You are responsible for maintaining temporary construction entrance at your cost until the entire project is complete. You will not be paid for temporary construction entrances that are relocated unless approved by the Engineer.

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14 ENVIRONMENTAL STEWARDSHIP

Add to the end of Section 14-1.02 ENVIRONMENTALLY SENSITIVE AREA:

An ESA exists on this project.

Before starting job site activities, install temporary high-visibility fence to protect the ESA and mark its boundaries.

Install signs 50 feet apart along the length and at the ends of the temporary high-visibility fence identifying the area as an ESA. Place the top of each sign flush with the top of the temporary high-visibility fence.

Along San Jose Creek and other locations, the existing fence will be used in-lieu of temporary high visibility fence. Install signs 50 feet apart along the length of the existing fence.

ESA signs must:

1. Be weatherproof and fade-proof
2. Be from 8-1/2 to 11 inches high and from 11 to 14 inches wide
3. Have the following message in black letters: This area is environmentally sensitive; no construction or other operations may occur beyond this fencing. Violators may be subject to prosecution, fines, and imprisonment.

The message must be legible from a distance of 20 feet by persons with 20/20 vision or vision corrected to 20/20.

The signs may be made of laminated printed paper attached to an inflexible weatherproof backer board.

Attach the signs to the temporary high-visibility fence, or to existing right-of-way fence along State Route 217, with tie wire or locking plastic fasteners.

Maintain the signs until Contract acceptance.

Limited access to the ESA is allowed for biological monitoring and encroaching wildlife. Notify the Engineer 5 business days or less before the planned entry date. Any other access to the ESA is prohibited.

Access to an ESA other than that described is prohibited.

Replace Section 14-2.03A General with:

If archaeological materials, including but not limited to human skeletal material and disarticulated human bone, are discovered at the job site, protect and leave undisturbed and in place archaeological materials in accordance with the following codes and these special provisions:

1. California Public Resources Code, Division 5, Chapter 1.7 § 5097.5

2. California Public Resources Code, Division 5, Chapter 1.75 § 5097.98 and § 5097.99

3. California Administrative Code, Title 14 § 4308

4. California Penal Code, Part 1, Title 14 § 622-1/2

5. California Health and Safety Code, Division 7, Part 1, Chapter 2, § 7050.5

Immediately upon discovery of archaeological materials, stop all work within a 60-foot radius of the archaeological materials and immediately notify the Engineer who will then notify the City of Goleta Public Works Department. Archaeological materials found during construction are the property of the State. Do not resume work within the 60-foot radius of the find until the Engineer gives the Contractor written approval. If, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of an archeological find or investigation or recovery of archeological materials, the Contractor will be compensated for resulting losses and an extension of time will be granted in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the State Standard Specifications.

If remains of Native American origin are discovered during project construction, it will be necessary to comply with state laws concerning the disposition of Native American burials, which fall within NAHC's jurisdiction (PRC 5097). If any human remains are discovered or recognized in any location other than a dedicated cemetery, there will be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the following steps occur:

- The Santa Barbara County coroner (805-681-4145) has been informed and has determined that no investigation of the cause of death is required. If the remains are of Native American origin, one of the following occurs:
- The descendants of the deceased Native Americans have made a recommendation to the landowner or person responsible for the excavation work

for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in PRC 5097.98.

- NAHC has been unable to identify a descendant, or the descendant failed to make a recommendation within 24 hours after being notified.

According to the California Health and Safety Code, six or more human burials at one location constitute a cemetery (Section 8100) and disturbance of Native American cemeteries is a felony (Section 7052). Section 7050.5 requires that construction or excavation be stopped in the vicinity of discovered human remains until the coroner can determine whether the remains are Native American. If the remains are determined to be Native American, the coroner must contact NAHC within 24 hours.

Archaeological materials are the physical remains of past human activity and include historic-period archaeological materials and prehistoric Native American archaeological materials. Nonhuman fossils are not considered to be archaeological except when showing direct evidence of human use or alteration or when found in direct physical association with archaeological materials as described in these special provisions.

Historic-period archaeological materials include cultural remains beginning with initial European contact in California, but at least 50 years old. Historical archaeological materials include:

1. Trash deposits or clearly defined disposal pits containing tin cans, bottles, ceramic dishes, or other refuse indicating previous occupation or use of the site

2. Structural remains of stone, brick, concrete, wood, or other building material found above or below ground or

3. Human skeletal remains from the historic period, with or without coffins or caskets, including any associated grave goods

Prehistoric Native American archaeological materials include:

1. Human skeletal remains or associated burial goods such as beads or ornaments

2. Evidence of tool making or hunting such as arrowheads and associated chipping debris of fine-grained materials such as obsidian, chert, or basalt

3. Evidence of plant processing such as pestles, grinding slabs, or stone bowls

4. Evidence of habitation such as cooking pits, stone hearths, packed or burnt earth floors or

5. Remains from food processing such as concentrations of discarded or burnt animal bone, shellfish remains, or burnt rocks used in cooking

The City may use other forces to investigate and recover archaeological materials from the location of the find. When ordered by the Engineer furnish labor, material, tools and equipment, to secure the location of the find, and assist in the investigation or recovery of archaeological materials and the cost will be paid for as extra work as provided in Section 4-1.05, "Extra Work," of the State Standard Specifications.

Add to Section 14-2.03B Archaeological Monitoring Area:

Archaeological monitoring areas within, near, or straddling the project limits are shown. All construction personnel must attend a brief workshop to describe the roles and responsibilities of the archaeological monitor and Chumash Native American observer, identify procedures that shall be followed in the event of unanticipated discoveries, describe regulatory protections of archaeological resources, and identify penalties for unauthorized collection or destruction of archaeological resources.

Replace *Reserved* in Section 14-4 with:

14-4.01 General

Section 14-4 includes coordination and on-site observance with the Chumash Native Americans as outlined in these Special Provisions and the ECR's.

14-4.02 Definitions

Reserved

14-4.03 Coordination with Chumash Native American Observer

Prior to construction, the project archaeologist shall conduct a brief workshop for construction personnel to describe the roles and responsibilities of the archaeological monitor and the Chumash Native American observer, identify procedures that shall be followed in the event of unanticipated discoveries, describe regulatory protections of archaeological resources, and identify penalties for unauthorized collection or destruction of archaeological resources.

The City assigns a Chumash Native American monitor to observe work activities within the project. All initial grading and excavation within Goleta shall be monitored by a qualified archaeologist and a Chumash Native American observer.

You are responsible for allowing ample time for the City to coordinate and schedule for the tribal monitor to be onsite. Notify the Engineer at least 14 days before the date of all initial grading so that the City can coordinate with the tribal monitor.

Add to Section 14-6.01 GENERAL:

14-6.01A (ACOE) Relations with United States Army Corps of Engineers

A portion of this project is located within the jurisdiction of the United States Army Corps of Engineers (Corps). A permit has been entered into by the City of Goleta and the Corps.

Be fully informed of the requirements of these permits as well as all rules, regulations, and conditions that may govern your operations in these areas and conduct the work accordingly.

A copy of these permits is included in Appendix C and is hereby made a part of these special provisions.

In the event of any conflicts between the requirements of the permits and what is shown on the plans or specified in the State Standard Specifications or these special provisions, the permits will govern.

Attention is directed to section 7-1.02 LAWS of the State Standard Specifications.

Submit any proposed modifications to the Corps permits in writing to the Engineer for transmittal to the Corps for their consideration. Modifications must not be implemented until approved in writing by the Corps.

Attention is directed to Section 8-1.05 TIME of these Special Provisions. Days during which your operations are restricted by the requirements of this section will be nonworking days if these restrictions cause a delay in the current controlling operation or operations.

You are fully bound by the provisions of this section, the Corps permits, and any subsequent modifications to the Corps permits. Make them a part of every subcontract executed pursuant to this contract.

14-6.01B (RWQCB) Relations with California Regional Water Quality Control Board

This project is located within an area controlled by the California Regional Water Quality Control Board (RWQCB). The RWQCB has issued Water Quality Certifications covering work to be performed under this contract. A permit has been entered into by the City of Goleta and the RWQCB. Be fully informed of all rules, regulations and conditions that may govern your operations in the areas and conduct the work accordingly.

A copy of the certifications are included in Appendix C and is hereby made a part of these special provisions.

In the event of any conflicts between the requirements of the permit and what is shown on the plans or specified in the Standard Specifications or these special provisions, the Certification will govern.

Attention is directed to section 7-1.02 LAWS of the State Standard Specifications.

Submit any proposed modifications to the RWQCB certification in writing to the Engineer for transmittal to the RWQCB for their approval. Modifications must not be implemented until approved in writing by the RWQCB.

Attention is directed to section 8-1.05 TIME of these Special Provisions. Days during which your operations are restricted by the requirements of this section will be nonworking days if these restrictions cause a delay in the current controlling operation or operations. You are fully bound by the provisions of this section, the RWQCB certifications, and any subsequent modifications to the RWQCB certification. Make them a part of every subcontract executed pursuant to this contract.

14-6.01C (CDFW) Relations with California Department of Fish and Wildlife

A portion of this project is located within the jurisdiction of the California Department of Fish and Wildlife (CDFW). A permit has been entered into by the City of Goleta and the and CDFW. Be fully informed of the requirements of this permit as well as all rules, regulations, and conditions that may govern your operations in these areas and conduct the work accordingly.

A copy of these permits is included in the Appendix and is hereby made a part of these special provisions.

It is unlawful for any person to substantially divert or obstruct the natural flow or substantially change the bed, channel, or bank of any stream, river, or lake without first notifying CDFW, unless the project or activity is noticed and constructed in accordance with all conditions imposed under Fish and Wildlife Code Section 1602.

Attention is directed to section 7-1.02 LAWS of the State Standard Specifications.

Submit any proposed modifications to the CDFW permit in writing to the Engineer for transmittal to CDFW for their consideration. Modifications must not be implemented until approved in writing by CDFW.

Attention is directed to section 8-1.05 TIME of these Special Provisions. Days during which your operations are restricted by the requirements of this section will be nonworking days if these restrictions cause a delay in the current controlling operation or operations. You are fully bound by the provisions of this section, the CDFW permit, and any subsequent modifications to the CDFW permit. Make them a part of every subcontract executed pursuant to this contract.

Notify the Engineer a minimum of five (5) working days in advance of planned start of dewatering work to allow time for scheduling the biologist to be onsite.

14-6.01D (CCC) California Coastal Commission

A portion of this project is located within the Coastal Zone. A permit has been entered into by the City of Goleta and the and CCC. Be fully informed of the requirements of this permit as well as all rules, regulations, and conditions that may govern your operations in these areas and conduct the work accordingly.

A copy of the permit is included in the Appendix and is hereby made a part of these special provisions.

Attention is directed to section 7-1.02 LAWS of the State Standard Specifications.

The permits require the Contractor to comply with all permit requirements, and mitigation measures of the California Department of Fish and Wildlife, State Water Quality Control Board, Regional Water Quality Control Board, U.S. Army Corps of Engineers, and the U.S. Fish and Wildlife Service with respect to preservation and protection of water quality and the environment. Any change in the approved project which may be required by the above stated agencies shall be submitted to the Executive Director of the CCC to determine if the proposed change shall require a permit amendment pursuant to the requirements of the Coastal Act and the California Code of Regulations.

Notify the Engineer a minimum of five (5) working days in advance of planned start of dewatering work to allow time for scheduling the biologist to be onsite.

Add to the 1st paragraph of Section 14-6.03A General:

This project is within or near habitat for the regulated species shown in the following table:

Regulated Species

Southern California Steelhead
Tidewater Goby
California Red-Legged Frog
Coast Range Newt
Western Pond Turtle
Northern California Legless Lizard
Coast Horned Lizard
Western Snowy Plover, Pacific Coast Population
Southwestern Willow Flycatcher
Belding's Savanna Sparrow
Least Bell's Vireo
Grasshopper Sparrow
Pallid Bat
Western Mastiff Bat
Western Red Bat
White-Tailed Kite
Nesting Birds
Nesting Raptors
Monarch butterfly (overwintering population)
San Diego Desert Woodrat
Coulter's saltbrush
Southern tarplant
Salt marsh bird's beak
Coulter's goldfields

This project includes the sensitive habitats shown in the following table:

Sensitive Habitats

Southern California Steelhead and Tidewater Goby Critical Habitat
Coastal Pelagic Species and Groundfish Essential Fish Habitat
Jurisdictional Waters
Jurisdictional Wetlands
Jurisdictional Riparian Habitat
California Coastal Zone

Replace item 1 in the list in the 2nd paragraph of Section 14-6.03A General with:

1. Stop all work within a 100-foot radius of the discovery except as shown in the following table:

Regulated species	Protective radius (feet)
Nesting Raptors	500
Nesting Birds	250
Roosting bats	500
Belding's Savanna Sparrow	500
Least Bell's Vireo and Southwestern Willow Flycatcher	250
San Diego Desert Woodrat	50

Add to Section 14-6.03A General:

There is no suitable habitat for San Diego Desert Woodrat in the southern segment.

San Diego Desert Woodrat (northern segment):

A preconstruction survey for San Diego desert woodrat shall be conducted by a qualified biologist within two weeks prior to the start of construction-related activities. If woodrat middens are located during this survey, the qualified biologist shall establish an ESA with a 50-foot buffer around each midden and no construction activities regarding grading, mechanized equipment or vehicles, or large crews will be allowed within the 50-foot protective buffer.

If construction activities cannot avoid impacting the middens, then a qualified biologist will consult with the California Department of Fish and Wildlife prior further activity. Upon CDFW consultation, a qualified biologist will dismantle the middens by hand at least seven days prior to grading or vegetation removal activities. The midden dismantling shall be conducted such that the midden material is slowly removed looking for young woodrats. The material shall be placed in a pile at the closest adjacent undisturbed habitat and more than 50 feet from construction activities.

If young are encountered during midden dismantling, the dismantling activity shall be stopped and the material replaced back on the nest and the nest shall be left alone and rechecked in 2 to 3 weeks to see if the young are out of the nest or capable of being out on their own (as determined by a qualified biologist); once the young can fend for themselves, the nest dismantling can continue.

Species protection areas within the project limits are as specified in the following table:

Species Protection Areas

Identification name	Location
Species Protection Area 1 (SPA1)	Coastal Zone
Species Protection Area 2 (SPA2)	Jurisdictional Waters in San Jose Creek
Species Protection Area 3 (SPA3)	Jurisdictional Riparian Habitat
Species Protection Area 4 (SPA4)	Jurisdictional Wetlands

Comply with the following biological resource information requirements:

1. Before performing activity or work, a Worker Environmental Awareness Training Program for construction personnel will be conducted by a USFWS-approved qualified biologist. All personnel on site greater than 60 minutes are required to attend this training.
2. Notify the Engineer no later than seven days prior to start of activities or start of new field personnel to schedule the training.
3. Do not schedule more than one training session within a week.
4. As needed, training will be conducted in Spanish for Spanish language speakers.

Within Protection Area 1 (Coastal Zone), Protection Area 2 (Jurisdictional Waters in San Jose Creek), Protection Area 3 (Jurisdictional Riparian Habitat), and Protection Area 4 (Jurisdictional Wetlands) implement the following protection measures:

1. No less than 14 days prior to the start of construction activities, notify the City and City's qualified biologist in order to schedule and conduct a pre-construction survey(s) for Regulated Species.
2. The contractor will allow access to the City's qualified biologist to conduct pre-construction surveys prior to the start of construction activities.
3. If it becomes necessary to remove woody vegetation with a diameter at 4.5 feet above ground level greater than 3 inches, that is not shown for removal on the plan, the contractor must request authorization, subject to City and CDFW approval or denial.
4. Ground disturbance will not begin until written approval is received from USFWS that the biologist is qualified to conduct the work, the pre-construction surveys are complete, and the results are documented.
5. If regulated species are found, stop work and notify the Engineer and City's qualified biologist.
6. During construction activities, all trash that may attract predators will be contained in animal-proof containers and removed from the work site and disposed of daily.
7. All vehicles, machinery, and equipment must be in a clean and soil-free condition.
8. Following construction, all trash and construction debris will be removed from work areas.
9. Visually check all sections of pipe for the presence of wildlife prior to being removed from the project site. If any sections of pipes are being stored on-site for

any length of time, Permittee shall have a visual check performed to ensure wildlife is absent and then cap all ends to prevent wildlife entry.

10. Cover areas of excavation (e.g., pits, trenches, holes) overnight and during periods of inactivity, or install routes of escape (e.g., ramp constructed of dirt fill or wood planking or other suitable material that is placed at an angle no greater than 30 degrees) from excavated pits and trenches for wildlife that could potentially become entrapped.
11. No work will be completed in the San Jose Creek channel for the northern segment if water is present.
12. All refueling, maintenance, and staging of equipment and vehicles will occur at least 60 feet from riparian habitat or water bodies and in a location from where a spill would not drain directly toward aquatic habitat (e.g., on a slope that drains away from the water).
13. Do not use rodent poisons or rodenticide to control rodents.
14. Do not use herbicides as the primary method to control invasive, exotic plants. The preferred method of invasive species removal is mechanical removal with hand tools. If herbicides are necessary, the following precautions will be taken:
    a. all herbicides will be registered for aquatic use by the California Department of Pesticide Regulation
    b. Herbicides will only be used as sprays via aerial or ground application when winds are less than 10 mph
    c. If herbicides are used within or adjacent to streams or sensitive habitats, they will contain a dye to prevent overspray
15. All herbicides, fuels, lubricants, and equipment will be stored, poured, or refilled at least 60 feet from riparian habitat or water bodies in a location where a spill would not drain directly toward aquatic habitat, unless otherwise preapproved by the necessary agencies.
16. Vegetation trimming will follow the direction and specifications of a biologist; tree trimming will follow the direction and specifications of a Certified Arborist. Conduct all vegetation removal and grading activities during the non-breeding season (September 1 through January 31) per the direction of a biologist. If excavation takes place where roots will be encountered, a Certified Arborist will monitor the excavation to ensure roots are not damaged.
18. If construction, grading or other related activities are scheduled during the breeding and nesting season (February 1 to August 31), preconstruction surveys for other migratory bird species shall take place no more than three (3) days prior to the beginning of construction and at least twice a week while construction takes place within suitable nesting habitat during the breeding and nesting season (February 1 to August 31).
19. Thoroughly inspect all construction materials and equipment for sheltering or trapped regulated species prior to use. If regulated species are found, stop work immediately and notify the Engineer.
20. Immediately report any observations of any dead or injured wildlife to the Engineer.

Within Protection Area 2 (Jurisdictional Waters in San Jose Creek), Protection Area 3 (Jurisdictional Riparian Habitat) and Protection Area 4 (Jurisdictional Wetlands)implement the following protection measures:

1. Locate staging areas a minimum of 100 feet from aquatic areas.
2. Clean all equipment daily prior to entering stream channels and riparian habitat and wetlands. Clean equipment and refueling only within staging areas located 100 feet from aquatic and riparian areas.
3. If it becomes necessary to remove woody vegetation with a diameter at 4.5 feet above ground level greater than 3 inches, that is not shown for removal on the plan the contractor must request authorization, subject to City and CDFW approval or denial.
4. If the staging, cleaning, or refueling area is less than 100 feet and not closer than 20 feet from aquatic areas, the area must be surrounded by barriers or secondary containment (e.g., fiber rolls or equivalent) to prevent spills from entering Species Protection Areas 2, 3, and 4.
5. No concrete or any cement product may be poured within 150 feet of a stream during the rainy season, in or near a flowing stream at any time, or 7 days prior to a 25% chance or greater chance of greater than 0.25 inches or more of rain.
6. The contractor will develop and implement a toxic materials control and spill response plan prior to the start of construction. The plan will outline the practices that will be used to prevent minimize, and/or clean up potential spills during construction of the project. The Plan must detail the project elements, construction equipment types and location, access and staging and construction sequence. The Plan will be submitted to the appropriate regulatory agencies 30 days prior to the start of construction for their review and approval.
7. All equipment that will be stationary shall have catch or drip pans placed underneath them. All compressors, pumps, welders and fuel tanks shall be placed inside fuel spill containment systems while operating at any time. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak.
8. Locate all overnight parked vehicles within designated staging areas and no less than 10 feet from the dripline of any trees.
9. Heavy equipment shall not be operated in wetted areas (including but not limited to San Jose Creek channel, ponded, flowing, or wetland areas), except where permitted by regulatory agencies.
10. Locate all temporary soil stockpiles at least 150 feet from aquatic or riparian areas and in locations where runoff will not flow into aquatic or riparian areas.
11. The staging areas will conform to BMPs applicable to attaining zero discharge or stormwater runoff.
12. All equipment and vehicles will be checked and maintained by the contractor daily to ensure proper operation and avoid potential leaks or spills.
13. Erosion and sediment control measures must be on site prior to start of construction in Species Protection Areas 2, 3, and 4 so they are immediately available for installation ahead of rain events.
14. Areas of disturbed soils with slopes toward a stream or lake shall be stabilized to reduce erosion potential. Planting, seeding, and mulching is conditionally acceptable. Where suitable vegetation cannot reasonably be expected to become

established, non-erodible materials, such as coconut fiber matting, shall be used for such stabilization. No mono-filament material shall be used within any fiber matting. Where needed, the Permittee shall use native vegetation or other treatments including native slash, jute netting, straw wattles, and geotextiles to protect and stabilize soils. Geotextiles. fiber rolls, and other erosion control treatments shall not contain plastic mesh netting.

15. No stream water may be used in construction, such as in dust control or irrigation of plants. All construction water shall be from developed sources.
16. Do not move or relocate any rock, gravel, or substrate from a stream channel or riparian area other than the minimum required to complete project activities.
17. All debris from structure removal must be removed from the creek channel and riparian areas the same day including small debris and dust.
18. No concrete or any cement product may be poured within 150 feet of a stream during the rainy season, in or near a flowing stream at any time, or 7 days prior to a 25% chance or greater chance of greater than 0.25 inches or more of rain.
19. If any concrete is poured after November 1st a quick cure ingredient shall be added.

Within Species Protection Area 2 (Jurisdictional Waters in San Jose Creek) implement the following protection measures:

1. During construction of the northern segment, instream work will only occur during dry conditions. Instream work is allowed only when conditions are dry, from June 1 and September 30 in any given year (do not work instream between October 1 and May 31). Deviations from this work window will only be made with concurrence from relevant regulatory/resource agencies.
2. No concrete or any cement product may be poured within 150 feet of a stream during the rainy season, in or near a flowing stream at any time, or 7 days prior to a 25% chance or greater chance of greater than 0.25 inches or more of rain.
3. Cement shall not be poured in or near a flowing stream, to reduce the potential for significant adverse impacts to the stream, water, or biota without prior approval
4. If any concrete is poured after November 1st a quick cure ingredient shall be added to the concrete mix to ensure a faster set or drying time
5. Poured concrete structure(s) shall be isolated from water and allowed to dry/cure for a minimum of 30 days. As an alternative, monitor the pH of any water that has come into contact with the poured concrete. If this water has a pH of 9.0 or greater, the water shall be pumped to a tanker truck or to a lined off-channel basin and allowed to evaporate or be transported to an appropriate facility for disposal.
6. During the pH monitoring period, all water that has come in contact with poured concrete shall be isolated and not allowed to enter the water or otherwise come in contact with fish and other aquatic resources. The water shall be retested until pH values become less than 9.0. Once this has been determined, the area no longer needs to be isolated. Results of pH monitoring shall be made available to CDFW upon request. A non-toxic substance that can buffer the pH shall be made available on-site to use if any contamination to water occurs.
7. Instream construction work related to the northern segment will only be performed in a dry work environment with no standing or flowing surface water present.

Remove all equipment and stop all construction activities below the top of creek banks on any day for which the National Weather Service has predicted a 50% or more chance of at least 0.5 inches of rain within 72 hours for Goleta, CA. Construction activities may resume 24 hours after the rain has ceased, the site conditions are dry enough to continue work without discharge of sediment or other pollutants from the project site, and there is less than a 50% forecast for precipitation for the following 24-hour period.

8. No night work requiring the use of artificial lighting is permitted in areas within San Jose Creek.

The City will implement measures to avoid and minimize impacts on monarch butterfly. Prior to conducting work and during the work associated with the northern segment, the following measures will be implemented:

1. Before any tree removal in the Elk's Club Grove monarch overwintering habitat, a Department biologist will survey for the presence of roosting or aggregated, overwintering monarch butterflies.
2. A temporary fence will be installed along the outer boundary of the buffer zone prior to and during any grading and construction activities on the site.
3. If an active roost or aggregation is present on the project site, any construction grading, or other development within 200 feet of the active roost will be prohibited between October 1 and March 1.

Add to Section 14-6.03B Bird Protection:

If tree removal is to take place between February 1 through August 31, a qualified biologist retained by the City will conduct a "Preconstruction Nesting Bird Survey" to determine the presence of nesting special-status and non-special-status migratory birds and raptors on the project site. This will be done prior to the start of the construction, and the Contractor shall coordinate their schedule to accommodate this survey. Where presence of these species is found in the construction area, the City's biologist will establish and determine the size of a buffer zone around nest trees, shrubs and ground.

The Contractor shall install a temporary high-visibility fence along the buffer zone perimeter of each nest tree, shrub or ground.

Signs shall be installed on, or adjacent to, the temporary fence at two equidistant locations; and shall be visible from where the construction activity area. The size of each sign shall be a minimum of 24 in. x 24 in. and shall contain the following message:

"WARNING. THIS FENCE SHALL NOT BE REMOVED OR RELOCATED WITHOUT WRITTEN AUTHORIZATION FROM THE CITY OF GOLETA."

Add to Section 14-6.04 WETLAND PROTECTION:

A temporary high-visibility fence shall be installed at the locations shown on the plans, and as determined by the Engineer. No construction activities shall take place beyond the boundaries of this fence without the approval of the Engineer.

Signs shall be installed on, or adjacent to, the temporary fence every 150 ft. and shall be visible from where the construction activity area.

The size of each sign shall be a minimum of 24 in. x 24 in. and shall contain the following message:

"WARNING. THIS FENCE SHALL NOT BE REMOVED OR RELOCATED WITHOUT WRITTEN AUTHORIZATION FROM THE CITY OF GOLETA."

Replace Section 14-6.05 INVASIVE SPECIES CONTROL with:

14-6.05 INVASIVE SPECIES CONTROL

Section 14-6.05 includes specifications for preventing the introduction and spread of invasive species to and from the job site.

Comply with section 13-4.03E(3).

At least 2 business days before using vehicles and equipment on the job site, submit a signed statement that the vehicles and equipment have been cleaned of soil, seeds, vegetative matter, and other such debris that may introduce or spread invasive species. The statement must include:

1. List of the vehicles and equipment with identifying numbers
2. Date of cleaning for each vehicle and piece of equipment
3. Description of the cleaning process
4. Measures to be taken to ensure the vehicles and equipment remain clean until operation at the job site
5. Verification that the equipment has not been operated in waters known to be infested by aquatic invasive species

Update the list of vehicles and equipment as needed.

Clean the following vehicles and equipment before operation at the job site:

1. Excavators
2. Loaders
3. Graders
4. Haul trucks
5. Water trucks
6. Cranes
7. Tractors
8. Trailers
9. Dump trucks

10. Waders

This project includes the sensitive areas shown in the following table:

Sensitive Habitats

Southern California Steelhead and Tidewater Goby Critical Habitat
Coastal Pelagic Species and Groundfish Essential Fish Habitat
Jurisdictional Waters
Jurisdictional Wetlands
Jurisdictional Riparian Habitat
California Coastal Zone

Do not clean vehicles, equipment, or tools at locations near sensitive habitat or waterways at the job site. Clean vehicles and equipment every time before it enters or leaves a sensitive habitat. Within 100 feet of aquatic areas or areas less than 100 feet from aquatic areas, but surrounded by barriers or secondary containment, implement the following protection measures:

1. Before entering or exiting, pressure wash your vehicles and equipment:
   1.1. At a temperature of 140 degrees F
   1.2. With a minimum nozzle pressure of 2,500 psi
   1.3. With a minimum fan tip angle of 45 degrees
2. Thoroughly scrub personal work equipment and tools, such as boots, waders, hand tools, and any other equipment used in water at the job site, using a stiff-bristled brush to remove any organisms. Decontaminate the equipment by one of the following methods:
   2.1. Immerse the equipment in water at a temperature of 140 degrees F for at least 5 minutes. If necessary, weigh down the equipment to keep it immersed in the water.
   2.2. Freeze the equipment to a temperature of 32 degrees F or colder for at least 8 hours.
   2.3. Thoroughly dry the equipment in a weed-free area for at least 48 hours.
3. Clean personal work equipment, and tools over drip pans or containment mats at the job site. Collect and contain the wastewater. Dispose of the wastewater at a waste management facility.

Replace *Reserved* in Section 14-6.06 with:

14-6.06 NON-NATIVE PLANT REMOVAL

Remove non-native vegetation from the work area and dispose of it off site. Removal must be done twice annually during the spring/summer season for the duration of the project. Arundo (Giant Cane) must be cut to a height of 6 inches or less, and the stumps painted with an herbicide approved for aquatic use within 5 minutes of cutting. Herbicides must be applied three times during the period from May 1st to October 1st.

Invasive non-native species must be removed by hand or by hand-operated power tools rather than by chemical means. Where control of non-native vegetation is required within the bed, bank, or channel of a stream and there is a possibility that herbicides could come into contact with water, use only herbicides as approved by the Engineer, such as Rodeo/Aquamaster (Glyphosate), which are approved for aquatic use. If surfactants are approved by the Engineer for use, they shall be restricted to non-ionic chemicals, such as Agri-Dex, which are approved for aquatic use. All sprays must contain a dye to prevent overspray. Sprays must not be used when wind speed exceeds 10 mph. Sprays must not be used if rain is forecasted within 96 hours.

Replace *Reserved* in Section 14-6.07 with:

14-6.07 OAK ROOT PROTECTION

Do not operate equipment within the dripline of oaks not designated for removal.

Replace *Reserved* in Section 14-6.09 with:

14-6.09: RESTORATION CONTRACTOR MITIGATION WORK

14-6.09A General

14-6.09(1) Summary

The Restoration Contractor that will be subcontracted to the General Contractor will be required to initiate the restoration phase for both onsite and offsite restoration work. Work shown in Appendix B, RESTORATION CONTRACTOR MITIGATION WORK, and on the plans designated as Mitigation Planting must be performed by a restoration or landscape Contractor with the qualifications described in this section and in Appendix B. Mitigation plans include work on site within the primary jobsite as well as work off-site in other areas of the City. The Project requires on or off-site mitigation as shown in the plans, designated as:

1. Johnny D. Wallis Park is a mitigation site for the Northern Segment
2. Devereux Slough at Ellwood Mesa and Old San Jose Creek along Ekwill Street are mitigation sites for the Southern Segment

The Restoration Contractor must possess a California Contractors “C-27” Landscaping Contractor license.

14-6.09A(2) Definitions

Not Used

14-6.09A(3) Submittals

Not Used

14-6.09A(4) Quality Assurance

The project biologist will oversee the planting installation.

14-6.09B Materials

Materials will conform to the materials described in Appendix B.

14-6.09C Construction

The Contractor's Restoration Contractor must have experience with installing and maintaining a minimum of three native habitat restoration projects each over 4 acres in southern California. The reference project experience must demonstrate experience with the native plant species listed in the mitigation plans, as well as a knowledge of non-native and invasive species common to the Goleta area. The Contractor restoration project experience must show successful planting of native species in remote (off-road) areas, including the installation of temporary above ground irrigation systems in remote locations.

The Restoration Contractor must possess and provide the following Santa Barbara County pesticide application licensing ~~at the time of the bid submittal~~:

1. A pest control business (PCM) or one of its licensed branches (PCB) with a current license issued by California Environmental Protection Agency's (EPA) Department of Pesticide Regulation (DPR);
2. A person currently licensed as a Qualified Applicator (QAL) and with a Category B (Natural Areas);
3. The PCM/PCB and the QAL must be registered with the County Commissioner in Santa Barbara County

The Restoration Contractor shall pick up the native plant stock for installation and pay the remaining balance to the Santa Barbara Natives. The Restoration Contractor will need to pick up the plants at the nursery on a daily or regular basis and bring them to the site. Only a very limited number of plants can be stored safely on-site overnight. If plants remain on-site longer than the day on which they are installed, they must be watered daily.

14-6.09D Payment

Full compensation for conforming to of the requirements of this section, including pickup, delivery, installation, and all work involved in the restoration work shall be considered as included in the contract lump sum price paid for "**Restoration Contractor Mitigation Work**" and no additional compensation will be allowed therefor**.**

Replace *Reserved* in Section 14-6.10 with:

14-6.10 ADDITIONAL MITIGATION MEASURES

The Contractor shall implement the following measures prior to work commencing on the project:

The Contractor shall use existing power sources or clean fuel generators rather than diesel generators.

The Contractor shall minimize the potential for the long-term loss of riparian vegetation by trimming vegetation rather than removing entire shrubs. Shrubs that need to be

trimmed will be cut at least 1 foot above ground level to leave the root systems intact and allow for more rapid regeneration. Cutting will be limited to the minimum area necessary within the construction zone. Cutting will be allowed only for shrubs (all trees will be avoided) in areas that do not provide habitat for special-status species. Disturbance or removal of vegetation will not exceed the minimum necessary to complete operations. Except for the vegetation specifically identified for trimming and/or removal in the notification, no native oak trees with a trunk diameter greater than 6 inches dbh will be removed or damaged without prior consultation and approval of a City of Goleta Public Works Department representative. Using hand tools (e.g., clippers, chain saw), trees may be trimmed to the extent necessary to gain access to the work sites. All cleared material/vegetation will be removed out of the riparian/stream zone.

To avoid the introduction or spread of noxious weeds into previously uninfested areas (especially within the riparian community along San Jose Creek), the Contractor shall revegetate disturbed areas immediately after construction of that area is complete. The revegetation portion of the SWPPP will contain specifications for using certified weed-free native and nonnative mixes.

Replace the 2nd paragraph of Section 14-8.02 NOISE CONTROL with:

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 dbA at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

In addition, the Contractor shall conform to the City Goleta Municipal Code Section 17.39.070 NOISE.

All noise-generating project construction activities are limited to Monday through Friday, 8:00 a.m. to 5:30 p.m. Exceptions must be requested in writing and authorized by the Engineer. Prepare a Noise Mitigation Measures submittal for approval in advance of any construction activities planned to be performed after hours or on weekends/holidays. Post a sign at least 24 X 48 inches in size stating the noise limitations at the job site.
Each internal combustion engine, used for any purpose on the job, or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. Internal combustion engines without an appropriate muffler are not allowed on the job site.

Follow the following general noise reduction strategies:
1. Use modern construction equipment
2. Plan noisiest operations for times of least intrusion
3. Use quieter alternate methods or equipment when possible
4. Locate stationary noise sources away from sensitive receiver locations
5. Operate equipment at minimum power as feasible

In addition to the requirements of Section 14-8 of the State Standard Specifications, noise level requirements shall apply to all equipment used on the project including, but not limited to, trucks, transit mixers or transient equipment that may not be owned by the

Contractor. The use of loud signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

Add to the end of Section 14-9.02 AIR POLLUTION CONTROL:

The US EPA has established the National Emission Standards for Hazardous Air Pollutants (NESHAP). Under the Health & Safety Code § 39658(b)(1), the Contractor's demolition and rehabilitation activities must comply with 40 CFR 61, Subpart M (National Emission Standard for Asbestos).
The Contractor must notify the Santa Barbara County Air Pollution Control District of the Contractor's demolition activities even if the activities will not disturb asbestos-containing material.
The Contractor may obtain the notification form, submittal instructions, and other information from:

Santa Barbara County Air Pollution Control District
260 North San Antonio Road, Suite A
Santa Barbara, CA 93110-1315
https://www.ourair.org/asbestos/

Instead of the ten (10) working days specified at the website, submit a notification form to the Santa Barbara County Air Pollution Control District at least 15 days before starting demolition or rehabilitation activities.
Submit a copy of the notification form and the necessary attachments as informational submittals before starting demolition or rehabilitation activities.

If the Contractor discovers unanticipated asbestos-containing material during the demolition or rehabilitation activities, immediately stop work in that area and notify the Engineer. The Department will use other forces to remove and dispose of the material. Do not resume work in the area until authorized.
Notify the Santa Barbara County Air Pollution Control District of a change to the Contractor's demolition or rehabilitation activities, including a revised work plan or the discovery of unanticipated asbestos-containing materials, within 2 days of the change or discovery.

Replace *Reserved* of Section 14-9.04 with:

14-9.04 CONSTRUCTION DUST CONTROL

Apply water or dust palliative to the site and wash equipment as necessary to control airborne dust. During construction, use water trucks or sprinkler systems to keep all areas of vehicle movement damp to prevent dust from leaving the site and to create a crust after each day's activities cease. At a minimum, wet down such areas in the late morning and after work is completed for the day. Increase watering frequency whenever wind speed exceeds 15 miles per hour. Dust emissions at adjacent property lines must not exceed 20 percent opacity more than an aggregate of three (3) minutes in any 60-minute period.

Grading and scraping operations must be suspended when wind speeds exceed 20 mph. Minimize the amount of disturbed area and limit on-site vehicle speeds to 15 miles per hour. Install gravel pads at construction site access points. All gravel, dirt, and construction material must be cleaned from the public right-of-way at a minimum of once a day at the end of the workday. If importation, exportation, and stockpiling of fill material is needed, soil stockpiled for more than two days must be covered, kept moist, or treated with soil binders to prevent dust generation. Trucks transporting fill material to and from the site must be tarped. If an area is graded and left undeveloped for over four weeks utilize soil binders or revegetation immediately to inhibit dust generation:

No demolition or construction materials, debris, or waste shall be placed or stored where it may enter sensitive habitat, receiving waters or a storm drain, or be subject to wave, wind, rain, or tidal erosion and dispersion). No demolition or construction equipment, materials, or activity shall be placed in or occur in any location that would result in impacts to environmentally sensitive habitat areas, streams, wetlands or their buffers. Any and all debris resulting from demolition or construction activities shall be removed from the project site within 24 hours of completion of the project. Demolition or construction debris and sediment shall be removed from work areas each day that demolition or construction occurs to prevent the accumulation of sediment and other debris that may be discharged into coastal waters. All trash and debris shall be disposed in the proper trash and recycling receptacles at the end of every construction day. The applicant shall provide adequate disposal facilities for solid waste, including excess concrete, produced during demolition or construction. Debris shall be disposed of at a permitted disposal site or recycled at a permitted recycling facility. If the disposal site is in the coastal zone, a coastal development permit or an amendment to this permit shall be required before disposal can take place unless the Engineer determines that no amendment or new permit is legally required.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

Replace Section 14-11.08 REGULATED MATERIAL CONTAINING AERIALLY DEPOSITED LEAD with:

14-11.08 REGULATED MATERIAL CONTAINING AERIALLY DEPOSITED LEAD

14-11.08A General

Section 14-11.08 includes specifications for management of regulated material containing ADL Management of the material includes:

1. Excavating
2. Loading and unloading containers or trucks
3. Transporting
4. Disposal

Manage regulated material containing ADL under the rules and regulations of the following agencies:

1. US Department of Transportation
2. US EPA
3. California Environmental Protection Agency
4. CDPH
5. DTSC
6. Cal/OSHA
7. California Department of Recycling and Recovery
8. California Air Resources Board
9. RWQCB, Region 3, Central Coast
10. Santa Barbara County Air Pollution Control District

The Department entered into agreement Docket No. ESPO-SMA 15/16-001 Soil Management Agreement for Aerially Deposited Lead-Contaminated Soils with the DTSC (ADL Agreement) regarding the management of regulated material containing ADL. As the responsible entity and the generator of waste, only the Department determines material classification. For the ADL agreement, go to the Caltrans Hazardous Waste Management website.

Regulated material containing ADL is present within the project limits and the ADL Agreement applies. Management of regulated material containing ADL exposes workers to health hazards that must be addressed in your lead compliance plan under section 7-1.02K(6)(j)(ii).

14-11.08B Definitions

average ADL concentration: Average ADL concentration calculated using the 95 percent upper confidence limit.

regulated material: ADL-contaminated material that has average ADL concentrations over 80 mg/kg total lead or equal to or greater than 5 mg/L soluble lead tested using the California Waste Extraction Test (CA-WET) or equal to or greater than 5 mg/L soluble lead tested using the Toxicity Characteristic Leaching Procedure (TCLP).

Type Z-2: Regulated material that is a Department-generated California hazardous waste that must be disposed of at an appropriately permitted California Class I disposal facility. Type Z-2 material has average ADL concentrations greater than or equal to 1,000 mg/kg total lead or 5.0 mg/L soluble lead as tested using the CA-WET.

14-11.08C Site Conditions

Concentration data and sample location maps for regulated material are included in the *Information Handout*.

Type Z-2 material exists from the surface to below the existing grade as shown and listed in the following table:

Location	Elements of work	Depth
"A1-Line" Station 31+89.44 to Station 62+85.55, Southbound Route 217	Excavation for new shoulders Bike Path	0 – 1.5 feet

14-11.08D Submittals

14-11.08D(1) General

Not Used

14-11.08D(2) Perimeter Air Monitoring Requirements

Not Used

14-11.08D(3) Excavation and Transportation Plan

Within 15 days of Contract approval, submit 3 copies of an excavation and transportation plan for regulated material. Allow 15 days for review. If the plan requires revisions, the Department provides comments. Submit a revised plan within 7 days of receiving comments. The Engineer may allow construction to proceed while minor revisions or amendments are being completed.

The excavation and transportation plan must comply with:

1. DTSC regulations
2. ADL Agreement
3. Cal/OSHA regulations

The excavation and transportation plan must include:

1. Procedures for managing the material.
2. Excavation schedule by location and date.
3. Dust control measures.
4. Transportation equipment and routes.
5. Method for preventing spills and tracked material onto public roads.
6. Truck waiting and staging areas.
7. Name and address of the California Class I disposal facility where hazardous waste will be disposed of.

14-11.08D(4) Burial Location Report

Not Used

14-11.08D(5) Bill of Lading

Not Used

14-11.08D(6) Disposal Documentation

Submit documentation from the receiving disposal facility confirming appropriate disposal within 5 business days of transporting Type Z-2 material from the job site.

14-11.08E Dust Control

Prevent visible dust migration under section 14-11.04 during management of regulated material.

14-11.08F Air Monitoring

Not Used

14-11.08G Stockpiling

Do not stockpile Type Z-2 material. Transfer Type Z-2 material directly from the excavation to containers or trucks for transportation to the disposal facility.

14-11.08H Placement

Not Used

14-11.08I Surveying Burial Site

Not Used

14-11.08J Material Transportation

Before traveling on public roads outside the controlled access construction zone, remove loose and extraneous regulated material from outside surfaces of containers and the cargo areas of trucks. Place tarpaulins or other cover over the cargo as described in the authorized excavation and transportation plan. You are responsible for costs due to spillage of regulated material during transport.

Transport excavated Type Z-2 material using:

1. Hazardous waste manifest
2. Hazardous waste transporter with a current DTSC registration certificate and CA Highway Patrol (CHP) Basic Inspection of Terminals (BIT) Program documentation with a satisfactory rating.

14-11.08K Disposal

14-11.08K(1) General

Laws and regulations that govern disposal of regulated material include:

1. Health & Safety Code § 25100 et seq
2. 22 CA Code of Regs § 66250 et seq
3. 8 CA Code of Regs

The Department does not pay for additional sampling and analysis required by disposal facilities.

14-11.08K(2) Type Com Material

Not Used

Add after the 2nd paragraph of Section 14-11.12A General:

This project includes removal of yellow thermoplastic traffic stripe that will produce hazardous waste residue.

Add after the 1st paragraph of Section 14-11.12E Transport and Disposal of Residue:

After the Engineer accepts the analytical test results, dispose of yellow thermoplastic and yellow paint hazardous waste residue at a Class 1 disposal facility located in California 30 days after accumulating 220 lb of residue.

If less than 220 lb of hazardous waste residue and dust is generated in total, dispose of it within 30 days after the start of accumulation of the residue.

Replace *Reserved* in Section 14-11.14 with:

14-11.14 TREATED WOOD WASTE

14-11.14A General

Section 14-11.14 applies to "**Treated Wood Waste**" as shown on the Bid Item List.

Section 14-11.14 includes specifications for handling, storing, transporting, and disposing of treated wood waste. Manage treated wood waste under Health & Safety Code §25230 et seq.

Wood removed from roadside sign post is treated wood waste.

14-11.14B Submittals

Within five (5) business days of disposing of treated wood waste, submit as an informational submittal a copy of each completed shipping record and weight receipt.

14-11.14C Training

Provide training to personnel who handle or may come in contact with treated wood waste. Training must include:

1. Requirements of 8 CA Code of Regs
2. Procedures for identifying and segregating treated wood waste
3. Safe handling practices
4. Requirements of Health & Safety Code §25230 et seq
5. Proper disposal methods

Maintain training records for three (3) years after contract acceptance.

14-11.14D Storage of Treated Wood Waste

Store treated wood waste at the jobsite until transport to the CA permitted disposal site.

Until disposal, store treated wood waste using the following methods:

1. Raise the waste on blocks above a foreseeable run-on elevation and protect it from precipitation for no more than 90 days.
2. Place the waste on a containment surface or pad protected from run-on and precipitation for no more than 180 days.
3. Place the waste in water-resistant containers designed for shipping or solid waste collection for no more than 1 year.
4. Place the waste in a storage building as defined in Health & Safety Code §25230 et seq.

Prevent unauthorized access to treated wood waste using a secure enclosure such as a locked chain-link-fenced area or a lockable shipping container located within the job site.

Resize and segregate treated wood waste at a location where debris including sawdust and chips can be contained. Collect and manage the debris as treated wood waste.

Identify treated wood waste and accumulation areas using water-resistant labels that comply with Health & Safety Code §25230 et seq. Labels must include:

1. The words *TREATED WOOD WASTE Do not burn or scavenge*
2. The words *Caltrans District* and the district number
3. The words *Construction Contract* and the contract number
4. District office address
5. Engineer's name, address, and telephone number
6. Contractor's contact name, address, and telephone number
7. Date placed in storage

14-11.14E Transport and Disposal of Treated Wood Waste

Dispose of treated wood waste within:

1. 90 days of generation if stored on blocks
2. 180 days of generation if stored on a containment surface or pad
3. 1 year of generation if stored in a water-resistant container or within 90 days after the container is full, whichever is shorter
4. 1 year of generation if stored in a storage building as defined in Health & Safety Code §25230 et seq

Before transporting treated wood waste, obtain agreement from the receiving facility that it will accept the waste. Protect shipments of the waste from loss and exposure to precipitation. For projects generating 10,000 lb or more of treated wood waste, request a generator's EPA Identification Number from the Engineer at least 5 business days before the 1st shipment. Each shipment must be accompanied by a shipping record such as a bill of lading or invoice that includes:

1. The words *Caltrans District* and the district number
2. The words *Construction Contract* and the contract number
3. District office address
4. Engineer's name, address, and telephone number
5. Contractor's name, contact person, and telephone number

6. Receiving facility's name and address
7. Description of the waste (e.g., treated wood waste with preservative type if known or unknown/mixture)
8. Project location
9. Estimated weight or volume of the shipment
10. Date accumulation begins
11. Date of transport
12. Name of transporter
13. Date of receipt by the treated wood waste facility
14. Weight of shipment measured by the receiving facility
15. Generator's US EPA Identification Number for projects generating 10,000 lb or more of treated wood waste

The shipping record must be 8-1/2 by 11 inches and a 4-part carbon or carbonless form to provide copies for the Engineer, transporter, and treated wood waste facility.

Transport treated wood waste directly to the CA permitted disposal site after leaving the jobsite. Do not mix treated wood waste from the job site with waste from any other generator.

Dispose of treated wood waste at one of the following:

1. An approved California disposal site operating under a RWQCB permit that includes acceptance of treated wood waste
2. California disposal site operating under a DTSC permit that includes acceptance of treated wood waste

Replace *Reserved* in Section 14-12.04 with:

14-12.04 CENTRAL COAST REGIONAL WATER QUALITY CONTROL BOARD

All work performed within waters of the State must be completed in a manner that minimizes impacts to beneficial uses and habitat. Implement measures to minimize land disturbances that will adversely impact the water quality of waters of the State. Do not disturb or remove vegetation more than that necessary for completing the project.

Stabilize areas of the project below top of creek banks or in other waters of the State prior to October 31 of each year, either by completing construction of those areas of the project (including installation of permanent erosion control measures), or by implementing winterization stabilization measures to prevent erosion from a 10- year 24-hour storm event. Do not work below top of creek banks or in other waters of the State between October 31 and June 1 unless approved by the Engineer. Requests to conduct construction activities below top of creek banks or in other waters of the State during the winter period shall be submitted to the Engineer at least 25 days prior to the planned winter period work date. Discharges of stormwater from the job site must comply with the permit issued by the Central Coast RWQCB Water Quality Certification Number 34223WQ33. The Central Coast RWQCB permit governs stormwater and nonstormwater discharges resulting from construction activities at the job site. The Central Coast

RWQCB permit may be viewed at 895 Aerovista Place, Suite 101, San Luis Obispo, CA 93401.

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15 EXISTING FACILITIES

Delete the 7th paragraph of Section 15-1.03B Removing Concrete.

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DIVISION III EARTHWORK AND LANDSCAPE
17 GENERAL

Replace the 4th paragraph in Section 17-2.03A General with:

Clear and grub vegetation only within the excavation and embankment slope lines. In areas of temporary disturbance, where vegetation must be removed, native trees and shrubs with a DBH of 3 inches or less shall be cut to ground level with hand operated power tools rather than by heavy equipment.

Vegetation removed from San Jose Creek shall not be stockpiled in the stream bed or on their banks.

Add to Section 17-2.03B Clearing:

Within the limits of clearing, the areas below the natural ground surface shall be grubbed to a depth necessary to remove stumps, roots, buried logs, and other objectionable material. Underground structures, debris or waste including old piping, pavement, curb, gutter shall be removed if found on the Site. Objectionable material from the clearing and grubbing process shall be removed from the Site and wasted in approved safe locations. All material that cannot be used as backfill on the site or at the landfill shall be properly disposed of at the Contractor's expense.

Tree stumps and roots shall be removed to at least 3 feet below finished grade. It will also include removal of existing organics, rocks, or other unsuitable materials within existing planter strips before reconstructing sidewalk.

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19 EARTHWORK

Add to Section 19-1.01 GENERAL:

19-1.01A(1) POTHOLE UTILITIES

Prior to construction, the Contractor shall contact Underground Service Alert (U.S.A.) to field locate and mark at the surface, existing utilities and utilities structures within the project area. The Contractor shall "pothole" existing underground utilities at any location where an existing utility may be in conflict with the proposed work that have not already been positively identified in the Contract Documents. The pothole information shall be submitted to the Engineer forty (40) working days after the Notice to Proceed. Submit information a minimum of ten (10) working days in advance of starting construction. Utility agencies shall be provided 72-hours' notice prior to potholing their facilities to schedule field personnel to be onsite to observe and advise during potholing operations. If existing potholed utility information is shown on the Plans or provided in Supplemental Project Information, the City makes no guarantee that the potholed underground utility remains at the same alignment and depth away from the pothole location.

At the pre-construction meeting, the Contractor shall submit a potholing plan and schedule showing the pothole locations. A maximum of five (5) working days will be required to review and provide the Contractor with comments on the plan and schedule. The Contractor shall revise the plan per the City's comments until the plan is accepted by the Engineer. The Contractor will not be allowed to begin work until the Engineer has accepted the traffic control plan.

A representative from the City shall be onsite during the pothole operations. The Contractor shall submit pothole and survey information to the Engineer as stated in these special provisions.

The following information shall be collected for each pothole:

1. Description of location, street name, stationing, offset, and alignment (e.g. parallel or perpendicular to pipeline)
2. Street structural section
3. Size and type of utility and utility owner, and
4. depth of utility infrastructure measured from finished grade to the top of utility.
5. Where duct banks or concrete encased utilities are encountered, the top and bottom depths from finished grade shall be collected and included with the above information.

In the event realignment of the proposed improvement is necessary because of conflicts, and the realignment materially changes the character of the planned work, the work can be performed at agreed lump sum, force account, or increases or decreases in the unit cost of the work per the provisions of Section 4-1.05 and 8-16 of the State Standard Specifications.

Backfilling of potholing excavations shall be per the provisions contained in the General Requirements of these Special Provisions and the requirements of the State Standard Specifications, City of Goleta Engineering Design Standards.

Potholing shall be performed such that the trench width does not exceed two and one-half feet (2.5'). Excavation exceeding 2.5 feet in width shall not be calculated in the volume computed for payment. Unless otherwise approved by the Engineer, the maximum trench length shall be six feet (6').

PAYMENT

Full compensation for conforming to the requirements of this section shall be considered as included in the lump sum price paid for potholing for each Project Segment. This includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for performing all work necessary to complete this item in place including pavement cutting and removal, excavation, backfilling, and repaving or other surface restoration as specified in the Plans, these Special Provisions, the City of Goleta Engineering Design Standards, and as directed by the Engineer.

19-1.01A (2) UNMARKED UTILITIES

All utilities, abandoned or live, not shown on the Plans that cross the excavation but do not physically conflict with the installation of the subgrade items of the Bid Proposal shall be paid for under this item. A crossing shall be defined as any pipe, cable, conduit including signal and lighting, or duct structure that in the opinion of the Engineer crosses the excavation within 60 degrees of a line perpendicular to the excavation. If more than one utility crosses within a 15-inch-long section of the trench, then all the utilities in that cross section will be paid as one. Crossings that are more than 60 degrees from perpendicular, run parallel in the excavation, or physically conflict with the installation shall be paid for on a time and material basis in accordance with Section 9 PAYMENT of the State Standard.

The quantity shown in the Proposal for this item shall be considered approximate. No guarantee is made or implied that the quantity will not be reduced, increased, or deleted as may be required by the Engineer. This item has been included in anticipation of encountering unmarked utility crossings during construction. If no unmarked utility crossings are encountered, then this item will be deleted.

Full compensation for conforming to the requirements of this section shall be considered as included in the per each unmarked utility for each Project Segment. Payment shall be at the unit price bid per each unmarked utility crossing and shall include full compensation for furnishing all labor, materials, tools and equipment, and incidentals for performing all work necessary to excavate around and support existing utilities in place, pavement cutting and removal, excavation, backfilling and repaving or other surface restoration as specified Plans, these Special Provisions, the City of Goleta Engineering Design Standards, and as directed by the Engineer.

Add to the end of Section 19-1.03B Unsuitable Material:

19-1.03B UNSUITABLE MATERIAL

Should unsuitable material be encountered which, in the opinion of the Engineer, cannot be stabilized, the Contractor shall remove the unsuitable material to the dimensions and limits directed by the Engineer. The Contractor shall use extra care in excavating unsuitable materials so as not to aggravate the conditions. If, in the opinion of the Engineer, the Contractor's methods and equipment are increasing the amount of unsuitable materials to be excavated, the Engineer will require the Contractor to take necessary steps to correct the situation. Should the problem continue, the Contractor shall pay all costs beginning from the time correction steps were last implemented.

When unsuitable material is removed and disposed of, the resulting space shall be filled with material suitable for the planned use. The pay quantity for backfill shall be the same as that computed for unsuitable material excavation as specified herein. Unsuitable materials shall be removed from the job site and not incorporated into embankments.

Trench backfill shall consist of Class 2 Aggregate Base (AB) or job excavated, native soil meeting the requirements of Section 26-5 of the Standard Specifications. The use of the job excavated, native soil shall be at the Contractors risk. No additional compensation will be paid to the Contractor for hauling, stockpiling, drying, wetting or any processing of the native soil or AB required in order to achieve the minimum stability and relative compaction criteria.

The estimated quantity for Unsuitable Material is for bidding purposes only and an estimated 500 cubic yards has been included for each Project Section. The quantity can be extended, reduced, or deleted at the discretion of the Engineer, with no change in the unit bid price. If unsuitable material is discovered, the Contractor will notify the Engineer for approval of excavation and backfill. If the Engineer does not approve that the material is unsuitable prior to excavation and backfill, the Contractor will be responsible for the cost of excavation and backfill.

19-1.03B.1 PAYMENT

The contract unit price paid per cubic yard for Unsuitable Material shall include full compensation for furnishing all labor, materials, tools, equipment, excavation, backfill, aggregate base, compaction, removal and incidentals, and for doing all work involved in constructing Unsuitable Material, complete in place, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

Add to the end of Section 19-3.01A Summary:

Structure backfill includes constructing the geocomposite drain system. The systems must comply with Section 68-7 GEOCOMPOSITE DRAIN SYSTEMS of the State Standard Specifications.

Replace *Reserved* Section 19-3.03A General with:

19-3.03A General

Where shown, remove material below the bottom of northern segment Retaining Wall No 1, No 3, and No.4 footings. Replace the material with Class 2 AB and compact it as specified for structure backfill in Section 19-3.03E STRUCTURE BACKFILL of the State Standard Specifications. The relative compaction must be at least 95 percent.

A relative compaction of at least 95 percent must be attained to at least 0.5 foot below the bottom of excavated unstable material at the locations shown in the following table:

Bridge name and number	Abutment number	Bent number
Northern Segment Retaining Wall No. 1	N/A	N/A
Northern Segment Retaining Wall No. 3	N/A	N/A
Northern Segment Retaining Wall No. 4	N/A	N/A

Add to the beginning of Section 19-3.03B(1) General:

For footings at locations with structure excavation (Type D), ground or surface water is expected to be encountered but seal course concrete is not needed.

Add to Section 19-3.04 PAYMENT:

Structure excavation for footings at locations not shown as structure excavation (Type D) and where ground or surface water is encountered is paid for as structure excavation (bridge),or structure excavation (retaining wall).

Pervious backfill material placed within the limits of payment for bridges is paid for as structure backfill (bridge). Pervious backfill material placed within the limits of payment for retaining walls is paid for as structure backfill (retaining wall).

Add to the paragraph in Section 19-5.03C Relative Compaction (90 Percent):

At the following locations, compact earth to a relative compaction of at least 90 percent for a depth of at least 2.5 feet below the finished grade and a width of the traveled way plus 3 feet on each side:

1. Areas paved with pervious concrete pavement

^^

21 EROSION CONTROL

Replace Section 21-2.02K Compost with:

21-2.02K Compost

Compost must be derived from one or a combination of the following types of materials:

1. Green material consisting of chipped, shredded, or ground vegetation or clean, processed, recycled wood products
2. Biosolids
3. Manure
4. Mixed food waste

Compost must not be derived from mixed municipal solid waste and must not contain paint, petroleum products, pesticides, or other chemical residues harmful to plant or animal life. Metal concentrations in compost must not exceed the maximum listed under 14 CA Code of Regs § 17868.2.

Process compost materials under 14 CA Code of Regs § 17868.3.

The particle size must comply with the requirements shown in the following table:

Compost Gradation

Quality characteristic	Test method[a]	Requirement	
		Min	Max
Gradation fine:(dry weight % passing) 1-inch sieve 3/8-inch sieve	TMECC 02.02-B	 100 95	 -- --
Gradation medium:(dry weight % passing) 2-inch sieve 3/8-inch sieve	TMECC 02.02-B	95 40	-- 55
Gradation coarse:(dry weight % passing) 3-inch sieve 3/8-inch sieve	TMECC 02.02-B	95 25	-- 35

[a] TMECC refers to *Test Methods for the Examination of Composting and Compost*, published by the United States Department of Agriculture and the United States Compost Council (USCC).

The quality characteristics of compost must have the values shown in the following table:

Compost

Quality characteristic	Test method[a]	Requirement	
		Fine	Medium/Coarse
pH	TMECC 04.11-A	6.5–7.5	6.5−7.5
Soluble salts (dS/m)	TMECC 04.10-A	0–10	0−10
Moisture content (% wet weight)	TMECC 03.09-A	25–60	25−60
Organic matter content (% dry weight)	TMECC 05.07-A	30–70	30−100
Maturity (seed emergence) (% relative to positive control)	TMECC 05.05-A	80 or above	80 or above
Maturity (seedling vigor) (% relative to positive control)	TMECC 05.05-A	80 or above	80 or above
Stability (mg CO_2-C/g OM per day)	TMECC 05.08-B	5 or below	8 or below
Pathogen Salmonella (most probable number per 4 grams dry weight basis)	TMECC 07.01-B	< 3	< 3
Pathogen Fecal coliform (most probable number per gram dry weight basis)	TMECC 07.01-B	< 1,000	< 1,000
Physical contaminants (% dry weight) Plastic, glass, and metal	TMECC 02.02-C	combined total: < 0.5	combined total: < 1.0
Film plastic (% dry weight)	TMECC 02.02-C	Combined total: < 0.1	Combined total: < 0.1

[a] TMECC refers to *Test Methods for the Examination of Composting and Compost*, published by the United States Department of Agriculture and the United States Compost Council (USCC).

Add to Section 21-2.02P Fiber Rolls:

Straw for fiber roll must be certified weed free under the Department of Food and Agriculture.

Replace *Reserved* in Section 21-3 PERMANENT EROSION CONTROL ESTABLISHMENT WORK with:

21-3 PERMANENT EROSION CONTROL ESTABLISHMENT WORK

21-3.01 GENERAL

21-3.01A Summary

Section 21-3 includes specifications for performing permanent erosion control establishment work.

Permanent erosion control establishment work consists of weekly inspections of the project site for deficiencies in erosion control features.

The permanent erosion control establishment period starts after permanent erosion control work has been completed.

The Engineer notifies the Contractor when the permanent erosion control establishment period starts and furnishes weekly statements regarding the number of working days credited to the permanent erosion control establishment period after the notification.

At the start of the permanent erosion control establishment period the Contractor may request relief from maintenance and protection for work items that are not associated with water pollution control and permanent erosion control establishment work.

Working days on which no work is required during the permanent erosion control establishment period are credited as permanent erosion control establishment working days, regardless of whether or not the Contractor performed permanent erosion control establishment work.

Working days on which the Contractor fail to adequately perform permanent erosion control establishment work as required are not credited as permanent erosion control establishment working days.

Working days that occur after the Contractor fail to meet a due date for a Permanent Erosion Control Establishment (PECE) Report submittal will not be credited as permanent erosion control establishment working days.

21-3.01B Definitions

Not Used

21-3.01C Submittals

Submit a Permanent Erosion Control Establishment (PECE) Report form as an informational submittal within 24 hours of completing a weekly inspection and within 24 hours of each qualifying rain event. The WPC manager is responsible for the preparation and submittal of the PECE report. The report must identify any deficiencies that require repair, adjustment, or reapplication of materials, including:

1. Slides
2. Slipouts
3. Surface erosion
4. Damage to:
   - 4.1. Erosion control devices
   - 4.2. Water pollution control devices
5. Poor seed germination
6. Poor plant growth

7. Dead or damaged erosion control plant material
8. Misaligned features
9. Required repair work

21-3.01D Quality Assurance

Perform a final inspection of the permanent erosion control establishment work in the presence of the Engineer 20 to 30 days before the anticipated contract acceptance date provided by the Engineer.

21-3.02 MATERIALS

Not Used

21-3.03 CONSTRUCTION

Perform work ordered from the PECE report. This work is change order work.

21-3.04 PAYMENT

Not Used

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DIVISION V SURFACINGS AND PAVEMENTS
37 SEAL COATS

37-3.01C(3)(f) Equipment Calibration

In addition to the requirements of Section 37-3.01C(3)(f) EQUIPMENT CALIBRATION of the State Standard Construction Specifications, the following shall apply. Each mixer/spreader truck used on the project shall be calibrated in accordance with California Test 109. The trucks shall be calibrated for rock, emulsion, cement, additives, and any mineral filler used. Calibrations shall take place a maximum of ten days prior to application of Microsurfacing. The Contractor shall notify the Inspector a minimum of three (3) working days prior to calibration so that City representatives may make arrangements to observe.

For all material calibrated three consecutive runs per gate setting shall be completed and these three test runs must not deviate from their combined mathematical average by more than 2.0%.

Calibrations will take place at most once a week or as required by the Engineer and no machine will be allowed to work on the project until the calibration has been completed and/or accepted 3 working days before the start of work. Weigh back tickets shall be submitted at the end of each work day that microsurfacing is placed. Calibration shall take place within a 30 mile radius of the City.

Add to Section 37-3.03A(1) Summary:

Micro-surfacing shall consist of mixing a polymer modified, ~~emulsified asphalt~~ microsurfacing emulsion (MSE), mineral aggregate, water, and additives, proportioned, mixed, and uniformly spread over a properly prepared surface as directed by Engineer. Micro-surfacing should be capable of performing in variable thickness cross-sections such as ruts, scratch courses and milled surfaces.

Add to Section 37-3.03A(3) Submittals:

Contractor shall submit the following items:

1) Test reports for Emulsified Asphalt
2) Gradation and Test reports for aggregate
3) Micro-Surfacing Mix Design

Add to Section 37-3.03B(2) Micro-surfacing Emulsions:

~~The emulsified asphalt shall be polymer modified. The polymer material shall be milled or blended into the asphalt or emulsifier solution prior to the emulsification process. In general, three percent polymer solids by weight of asphalt is considered the minimum.~~

Microsurfacing Emulsion (MSE) shall be homogenous and shall conform to the provisions of these Special Provisions. The polymer shall be milled or blended into the asphalt or blended into the emulsifier solution prior to the emulsification process.

The MSE shall conform to the following requirements when tested in conformance with the following test methods:

Polymer Modified, Cationic Microsurfacing Emulsion (MSE)

Specification Designation	Test Method	Requirement
Viscosity SSF @ 25 °C	AASHTO T59	15-90 Seconds
Sieve, max	AASHTO T59	0.30 Percent
Settlement, 5 days, max	**ASTM D6930 or AASHTO T59**	5 Percent
Storage Stability, 1 day, max	AASHTO T59	1 Percent
Residue by Evaporation, min	California Test 331	65 Percent

Specification Designation for Residue

Specification Designation	Test Method	Requirement

Penetration @ 25 °C, 100g, 5s, 0.1 mm	AASHTO T49	40-90
Softening Point, min	AASHTO T53	61 °C
G*, @ 20 °C, 10 rad/sec[a]	AASHTO T315	Report Only
Phase angle @ 50 °C, 10 rad/sec, PA (max) - PA base[b]	AASHTO T315	Report Only
Stiffness, @ -12 °C, MPa and M-value	AASHTO T313	Report Only
Torsional Recovery, %	California Test 332	>21%
Polymer Content, % (by Weight)	California Test 402	> 3.5%
25mm plates for the 50°C test. 8mm plates for the 20°C testing and		

Water and Additives

Water shall be of such quality that the asphalt will not separate from the polymere before the micro-surfacing is placed on the pavement. If necessary for workability, a set-control agent that will not adversely affect the micro-surfacing product may be used.

Mineral Filler

Mineral filler shall be Portland cement or hydrated lime free of lumps. Portland cement shall be either Type I, Type II, Type III, or a combination thereof. The Contractor shall determine the type of mineral filler based on laboratory mix designs. The mineral filler will be considered part of the aggregate gradation requirement.

Replace Section 37-3.03B(3) Aggregate with:

~~The aggregate shall be black rock pending submittal approval from Engineer and a crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or combination thereof. To assure the material is 100 percent crushed, the parent aggregate will be larger than the largest stone in the gradation used.~~

~~**Black Rock:** Aggregate shall be 100% crushed with no rounded particles, volcanic in origin and black in color, as supplied by George Reed, Table Mountain, Sonora, CA or Equal.~~

The aggregate used for microsurfacing shall be Type II. The material shall be free from vegetation matter and other deleterious substances. Aggregate shall be free of lumps and oversize particles. The aggregate shall be 100% crushed with no rounded particles. The Contractor shall specify in the submittals the name and location of the

rock aggregate quarry and shall provide certification at the pre-construction meeting that the rock was crushed a minimum of 90 days prior. The Contractor shall submit samples of the rock aggregate to the Engineer for review and acceptance.

Aggregate, prior to the addition of the MSE shall conform to the provisions of these Special Provisions. If aggregates are blended, each component aggregate shall conform to the Sand Equivalent and Durability Index requirements of these Special Provisions when tested in conformance with the respective California Tests.

The aggregate should meet agency specified polishing values and these minimum requirements:

TEST	TEST METHOD	SPECIFICATION
	ASTM	
Sand Equivalent Value of Soils and Fine Aggregate	D 2419	65 Minimum
Soundness of Aggregates by Use of Sodium Sulfate of Magnesium Sulfate	C 88	15% Maximum w/NA2SO4 25% Maximum w/MgSO4
Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine[1]	C 131	30% Maximum

[1]The abrasion test is run on the parent aggregate gradation

When tested in accordance with CTM 202, the mix design aggregate gradation shall be as specified below:

SIEVE SIZE	TYPE II PERCENT	STOCKPILE TOLERANCE
3/8 (9.5 mm)	100	
# 4 (4.75 mm)	90-100	±5%
# 8 (2.36 mm	65-90	±5%
# 16 (1.18 mm)	45-70	±5%
# 30 (600 um)	30-50	±5%
# 50 (330 um)	18-30	±4%
#100 (150 um)	10-21	±3%

#200 (75 um)	5-15	±2%

The gradation of the aggregate stockpile shall not vary by more than the stockpile tolerance from the mix design gradation (indicated in the table above) while also remaining within the specification gradation band. The percentage of aggregate passing any two successive sieves shall not change from one end of the specified range to the other end.

The aggregate will be accepted at the job location or stockpile based on three gradation tests sampled according to CTM 202. If the average of the three tests is within the stockpile tolerance from the mix design gradation, the material will be accepted. If the average of those test results is out of specification or tolerance, Contractor shall remove the material. Screening shall be required at the stockpile if there are any problems created by oversized materials in the mix.

Replace Section 37-3.03B(4) Mineral Fillers with:

Mineral filler may be used to improve mixture consistency and to adjust mixture breaking and curing properties. Portland cement, hydrated lime, limestone dust, fly ash, or other approved filler meeting the requirements of ASTM D 242 shall be used if required by the mix design.

Use levels shall be between 0.0 - 3.0 percent and may be considered part of the aggregate gradation.

Replace Section 37-3.03B(5) Micro-Surfacing Mix Designs with:

A minimum of ten (10) working days before the work begins, Contractor shall submit a signed mix design covering the specific materials to be used on the project. This design will be performed by a Caltrans-certified laboratory which has experience in designing micro-surfacing.

At least seven (7) working days before the micro-surfacing placement commences, the Contractor shall submit for approval of the Engineer a laboratory report of tests and a proposed mix design covering the specific materials proposed for use on the project.

After the mix design has been approved, no material substitution will be permitted unless approved by Engineer. Compatibility of the aggregate, ~~polymer-modified emulsified~~ MSE asphalt, water, mineral filler, and other additives shall be evaluated in the mix design. The mix design shall be completed using materials consistent with those supplied by Contractor for the project. ~~The mix shall meet the following requirements:~~ Adjustments may be required during construction based on field conditions.

The mix design and aggregate tests shall be performed by a Caltrans-certified laboratory capable of performing the applicable International Slurry Surfacing Association (ISSA) tests. The proposed microsurfacing mixture shall conform to the specified requirements when tested in conformance with the following tests:

TEST	ISSA TB NO.	SPECIFICATION
Mix Time @ 77°F (25°C)	TB 113	Controllable to 120 Seconds Minimum
Wet Cohesion @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic)	TB 139	12 kg-cm Minimum 20 kg-cm or Near Spin Minimum
Wet Stripping	TB 114	Pass (90% Minimum)
Wet-Track Abrasion Loss Six-day Soak	TB 100	50 g/ft^2 (538 g/m^2) Maximum
Lateral Displacement Specific Gravity after 1,000 Cycles of 125 lb (56.71 kg)	TB 147	5% Maximum 2.10 Maximum
Excess Asphalt by LWT Sand Adhesion	TB 109	50 g/ft^2 (538 g/m^2) Maximum
Classification Compatibility	TB 144	11 Grade Points Minimum (AAA, BAA)

The laboratory shall report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect) according to AASHTO T19 (ASTM C29). The percentage of each individual material required shall be shown in the laboratory report.

The percentages of each individual material proposed in the mix design shall be shown in the laboratory report. Individual materials shall be within the following limits:

The component materials shall be designed within the following limits:

COMPONENT MATERIALS	SPECIFICATION LIMITS
Emulsion %	12% to 17%
Residual Asphalt	~~5.5~~ 7.5 - 10.5% by dry weight of aggregate

Mineral Filler	0.0 - 3.0% by dry weight of aggregate
Polymer	Minimum of 3.0% solids based on bitumen weight content
Additives	As needed
Water	As required to produce proper mix consistency

The laboratory that performed the tests and designed the mixture shall sign the laboratory report. The report shall show the results of the tests on individual materials and shall compare their values to those required by these Special Provisions. The report shall clearly show the proportions of aggregate, filler (minimum and maximum), water (minimum and maximum), set control additive, and MSE solids content (minimum and maximum) based on the dry mass of aggregate. The laboratory shall report the quantitative effects of moisture content on the unit mass of the aggregate (bulking effect) in conformance with the requirements of ASTM Designation C 29M. Previous laboratory reports covering the same materials may be accepted provided the material test reports were completed within the previous 12 months. The mix design shall further show the recommended changes in mineral filler, water, and additive proportions for high temperature weather conditions by reporting proportions of materials required for 60 seconds of mix time with materials heated to 100 °F. This 100 °F mixing report will not be required for projects requiring nighttime application.

The component materials used in the mix design shall be representative of the microsurfacing materials proposed by the Contractor for use on the project.

Once the mix design is approved by the Engineer, no substitution of other material will be permitted unless the materials proposed for substitution are first tested and a laboratory report is submitted for the substituted design in conformance with the provisions of these Special Provisions. Substituted materials shall not be used until the mix design for those materials has been approved by the Engineer.

The completed mixture, after addition of water and set control agent, if used, shall be such that the microsurfacing mixture has proper workability. At the expiration of the road closure hours, in conformance with the provisions in Section 12 TEMPORARY TRAFFIC CONTROL of these Special Provisions, the microsurfacing mixture shall be sufficiently cured to support unrestricted traffic.

Add Section 37-3.03B(7) Water:

37-3.03B(7) Water

The water shall be potable water, free from harmful soluble salts and compatible with the other components.

Add Section 37-3.03B(8) Additives:

37-3.03B(8) Additives

Additives may be used to accelerate or retard the break/set of the micro-surfacing, but the micro-surfacing must be open to traffic within one hour of placement.

Appropriate additives, and their applicable use range, shall be included in the laboratory mix design.

Add to Section 37-3.03C(2) Proportioning:

Aggregate, mineral filler, MSE, water, and additives, including the set-control agent, if used, shall be proportioned by volume utilizing the mix design approved by the Engineer. If more than one kind of aggregate is used, the correct amount of each kind of aggregate to produce the required grading shall be proportioned separately, prior to adding the other materials of the mixture, in a manner that will result in a uniform and homogeneous blend.

The percentages of each individual material proposed in the mix design shall be shown in the laboratory report.

The aggregate shall be proportioned using a belt feeder operated with an adjustable cutoff gate. The height of the gate opening shall be determinable. The MSE shall be proportioned by a positive displacement pump. Variable rate emulsion pumps, if used, shall be calibrated and sealed in the pump's calibrated condition in conformance with California Test 109 prior to usage.

The delivery rate of aggregate and MSE per revolution of the aggregate feeder shall be calibrated at the appropriate gate settings for each mixer-spreader truck used on the project in conformance with California Test 109 and in conformance with the provisions of these Special Provisions.

The aggregate belt feeder shall deliver aggregate to the pugmill with such volumetric consistency that the deviation for any individual aggregate delivery rate check-run shall not exceed 2.0 percent of the mathematical average of 3 runs of at least 3 tons each. The emulsion pump shall deliver MSE to the pugmill with such volumetric consistency that the deviation for any individual delivery rate check-run shall be within 2.0 percent of the mathematical average of 3 runs of at least 300 gallons each. The water pump shall deliver water to the pugmill with such volumetric consistency that the deviation for any individual delivery rate check-run shall be within 2.0 percent of the mathematical average of 3 runs of at least 300 gallons each.

The MSE storage tank shall be located immediately before the emulsion pump and shall be equipped with a device which will automatically shut down the power to the emulsion

pump and aggregate belt feeder when the MSE level is lowered to a point where the pump suction line is exposed.

A temperature-indicating device shall be installed in the emulsion storage tank at the pump suction level. The device shall indicate the temperature of the MSE and shall be accurate to within 10 °F.

The belt delivering the aggregate to the pugmill shall be equipped with a device to monitor the depth of aggregate being delivered to the pugmill. The device for monitoring the depth of aggregate shall automatically shut down the power to the aggregate belt feeder whenever the depth of aggregate is less than the target depth of flow. A second device shall be located where the device will monitor the movement of the aggregate belt by detecting revolutions of the belt feeder. The devices for monitoring no flow or belt movement shall automatically shut down the power to the aggregate belt when the aggregate belt movement is interrupted. The device to detect revolutions of the belt feeder will not be required where the aggregate delivery belt is an integral part of the drive chain. To avoid erroneous shutdown by normal fluctuation, a delay of 3 seconds will be permitted between sensing and shutdown of the operation.

Add to Section 37-3.03C(3) Mixing and Spreading Equipment:

All equipment, tools, and machines used in the application of micro-surfacing shall be maintained in satisfactory working condition at all times.

The machine shall be specifically designed and manufactured to apply micro-surfacing. The material shall be mixed by an automatic-sequenced, self-propelled micro-surfacing mixing machine. It shall be a continuous-flow mixing unit that accurately delivers and proportions the mix components through a revolving multi-blade, double-shafted mixer. Sufficient storage capacity for all mix components is required to maintain an adequate supply to the proportioning controls.

When specifying continuous machinery to minimize transverse joints, the specified machine must be capable of loading materials while continuing to apply micro-surfacing. The continuous-run machine shall be equipped to provide the operator with full control of the forward and reverse speeds during application. It shall be equipped with opposite- side driver stations to assist in alignment. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be of original-equipment- manufacturer design.

Individual volume or weight controls for proportioning mix components shall be provided and properly labeled. These proportioning devices are used in material calibration to determine the material output at any time.

The mixture shall be agitated and spread uniformly in the surfacing box by means of twin- shafted paddles or spiral augers fixed in the spreader box. A front seal shall be

provided to ensure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved, and a free flow of material is provided to the rear strike-off. The spreader box shall have suitable means provided to side shift the box to compensate for variations in the pavement geometry.

A secondary strike-off shall be provided to improve surface texture. The secondary strike- off shall be adjustable to match the width of the spreader box and allow for varying pressures to control the surface texture.

Each mixing unit to be used in the performance of the work shall be calibrated in the presence of Engineer prior to the start of the project. Calibration of the equipment shall conform to the appropriate procedures in CTM 309. Previous calibration documentation covering the exact materials to be used may be acceptable, provided that no more than 60 days have lapsed. The documentation shall include an individual calibration of each material at various settings that can be related to the machine metering devices. Any component replacement affecting material proportioning requires that the machine be recalibrated. No machine will be allowed to work on the project until the calibration has been completed and/or accepted.

Timing and Traffic Control

The break/set of the micro-surfacing shall be such that traffic can be placed on it within one hour of placement. At least one lane of traffic in each direction must be open at all times unless approved by the Engineer.

Replace Section 37-3.03C(4) Test Strips with:

The Contractor shall construct a test strip for evaluation by the Engineer ten (10) working days prior to the microsurfacing application and residential notification. The test strip shall be 500 ft to 1000 ft long, shall consist of the application courses specified. The test strip shall be constructed at the same time of day or night that the full production of microsurfacing will be placed and may be constructed in 2 days when multiple course applications are specified.

The Engineer will evaluate the test strip during the application of the test strip to determine if the mix design and placement procedure are acceptable. If the mix design or the placement procedure is determined by the Engineer to be unacceptable, the test strip will be rejected, the Contractor shall make modifications, and a new test strip shall be constructed and evaluated by the Engineer. The Contractor will be permitted to notify resident after the Engineer accepts the test strip in writing. The cost of materials and placement of the test strips and the test strips which have been rejected shall be borne by the Contractor and will not be considered as part of the contract work.

If ordered by the Engineer, rejected test strips shall be removed at the Contractors expense.

Add to Section 37-3.03C(5) Placement:

Contractor shall ensure that the street scheduled for micro-surfacing is open to traffic within one hour of placing micro-surfacing. Liquidated damages of $500 per 10-minute increment shall be applied for failure to meet the one-hour requirement.

Weather Limitations

Micro-surfacing shall not be applied if either the pavement or air temperature is below 60 degrees Fahrenheit and falling but may be applied when both pavement and air temperatures are above 60 degrees Fahrenheit and rising. No micro-surfacing shall be applied when there is the possibility of freezing temperatures at the project location within 24 hours after application. The micro-surfacing shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time.

Surface Preparation

Immediately prior to applying the micro-surfacing, the surface shall be cleared of all loose material, silt spots, vegetation, and other objectionable material. Any standard cleaning method will be acceptable. If water is used, cracks shall be allowed to dry thoroughly before applying micro-surfacing. Manholes, valve boxes, drop inlets and other service entrances shall be protected from the micro-surfacing by a suitable method. City will approve the surface preparation prior to surfacing.

No tack coat shall be required. Crack sealing shall be performed in accordance with other portions of the Special Provisions.

All utility covers shall be covered prior to application of micro-surfacing.

Contractor shall remove and dispose of all painted, preformed, and thermoplastic paint markings; and all raised pavement markers prior to placing micro-surfacing. Removal methods shall conform to Section 84-9 EXISTING MARKINGS of the State Standard Specifications.

Application

Micro-surfacing shall be placed at least 24 hours after placement of crack seal. ~~A test strip shall be constructed at a location approved by Engineer at least one day prior to the actual micro-surfacing placement.~~

When local conditions warrant, the surface shall be fogged with water ahead of the spreader box. The rate of application of the fog spray may be adjusted as the temperature, surface texture, humidity, and dryness of the pavement change.

The micro-surfacing shall be of the appropriate consistency upon leaving the mixer.

A sufficient amount of material shall be carried in all parts of the spreader at all times so that complete coverage is obtained. Overloading of the spreader box shall be avoided. No lumps or unmixed aggregate shall be permitted. No dry aggregate either spilled from the lay-down machine or existing on the road will be permitted.

No streaks, such as those caused by oversized aggregate or broken mix, shall be left in the finished surface. If excessive streaking develops, the job will be stopped until Contractor proves to Engineer that the situation has been corrected. Excessive streaking is defined as more than four drag marks greater than 1/2-inch wide and 4 inches long, or 1-inch wide and 3 inches long, in any 30 square-yard (SY) area. No transverse ripples or longitudinal streaks of 1/4-inch in depth will be permitted, when measured by placing a 10-foot straight edge over the surface.

The micro-surfacing mixture shall be of the proper consistency at all times so as to provide the application rate required by the surface condition. The application rate shall be between 14-16 LB/SY. Application rates are based upon the weight of dry aggregate in the mixture.

No excess buildup, uncovered areas, or unsightly appearance shall be permitted on longitudinal or transverse joints. Contractor shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the project. When possible, longitudinal joints shall be placed on lane lines. Partial width passes will only be used when necessary and shall not be the last pass of any paved area. A maximum of 3 inches shall be allowed for overlap of longitudinal joints. Also, the joint shall have no more than a 1/4-inch difference in elevation when measured by placing a 10-foot straight edge over the joint and measuring the elevation difference.

The micro-surfacing shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess liquids which create segregation of the aggregate. Spraying of additional water into the spreader box will not be permitted.

Areas which cannot be accessed by the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. If necessary, the area to be hand- worked shall be lightly dampened prior to mix placement. As much as possible, handwork shall exhibit the same finish as that applied by the spreader box. All handwork shall be completed prior to final surfacing.

Lines at intersections, curbs, and shoulders will be kept straight to provide a good appearance. A suitable material will be used to mask off the end of streets to provide straight lines. Longitudinal edge lines shall not vary by more than ± 2 inches horizontal variance in any 100-foot length.

The micro-surfacing shall not overlap the gutter by more than 1-inch. Any micro-surfacing in excess of 1-inch shall be removed by heating and scraping.

Micro-surfacing shall be rolled by a self-propelled, 8- to 10-ton (maximum) pneumatic tire roller equipped with a water spray system. All tires should be inflated per manufacturer's specifications. Rolling shall not start until the micro-surfacing has cured sufficiently to avoid damage by the roller. Areas which require rolling shall receive a minimum of three full coverage passes.

Replace Section 37-3.03D Payment with:

The Microsurfacing shall be paid for by tonnage used, and shall be determined from calibrations and revolutions per day and verified with weigh back tickets. The price for tonnage will be measured through revolutions per day and will include rock and emulsion revolution counts for payment. The revolutions for each truck will be submitted to the construction inspector prior to the start of work and the final revolution count shall be submitted to the inspector at the end of the day for every day Slurry Seal is applied, work will not be permitted until these requirements are met.

All weight tickets including aggregate and emulsion tickets shall be turned in on a daily basis. Tickets for Material stockpiled at the stockpile and emulsion shall be submitted on a daily basis and no later than the end of the business day. Leftover stockpile aggregate shall be deducted and removed.

The measurement and payment for "**Micro-Surfacing (Type II)**" will be made at the contract unit price bid indicated in the Bid Schedule. Such payment will be considered full compensation for furnishing all labor, material, ~~and~~ equipment, tools, surface preparation, emulsified asphalt, aggregate, rock, pneumatic-tired rollers, calibrations, hauling, test strips, application of microsurfacing, and all incidentals necessary to complete the work in accordance with the State Standard Specifications and these Special Provisions. No additional compensation will be allowed therefor.

Add to Section 37-6.01A Summary:

This work shall consist of mechanically routing cracks, cleaning, applying sterilant, and filling the cracks with rubber asphalt joint seal as specified in these Special Provisions, and as directed by Engineer. All cracks 1/8-inch wide or wider shall be sealed.

Replace Section 37-6.02 Materials with:

The crack sealant shall be a mixture of paving asphalt and ground rubber, and shall conform to ASTM D 5078, Type II.

Replace Section 37-6.03 CONSTRUCTION with:

During all construction operations, Contractor shall protect cracks cleaned for sealing from intrusions of solid foreign materials into the groove or into the sealant. Immediately prior to applying the sealant, the cracks shall be mechanically routed and then cleaned with high pressure air jets to remove all residue and foreign material. Cracks wider than 1/4-inch do not need to be routed prior to crack filling. Any cracks

that contain existing weed growth shall be treated with an Environmental Protection Agency (EPA) approved herbicide composed of glyphosate and oryzalin, combined and applied according to label directions. Water jets will not be allowed. Crack surfaces shall be surface dry at the time the sealant is applied.

Crack seal materials shall be placed in conformance with the manufacturer's recommendations. Crack seal materials shall not be placed when the surface temperature is below 50 degrees Fahrenheit.

The finished crack seal shall be bonded to the crack such that there is no separation or opening between the sealant and the crack edge and there shall be no cracks, separation or other opening in the sealant.

Contractor shall remove crack seal material that is not placed within the conformance of these Special Provisions, clean cracks as specified herein and then reseal the cracks at their expense.

Replace Section 37-6.04 PAYMENT with:

The measurement and payment for crack sealing will be included in the contract unit price for "**Micro-Surfacing (Type II)**" . No additional compensation will be allowed therefor.

39 ASPHALT CONCRETE

Replace Section 39-2.01B(2)(b) Hot Mix Asphalt Treatments with:

39-2.01B(2)(b) Hot Mix Asphalt Treatments

Determine the plasticity index of the aggregate blend under California Test 204. Use only the aggregate blend with plasticity index equal to or less than 10.

Treat aggregate with dry lime or lime slurry with marination.

Replace *Reserved* in Section 39-2.02B(3) Asphalt Binder with:

The grade of asphalt binder for Type A HMA must be PG 64-10.

For Type A HMA using RAP substitution of greater than 15 percent of the aggregate blend, the virgin binder grade must comply with the PG binder grade specified above with 6 degrees C reduction in the upper and lower temperature classification.

For Type A HMA using RAP substitution of 15 percent or less of the aggregate blend, the grade of the virgin binder must comply with the PG binder grade specified above.

Add ~~to~~ Section 39-2.03B(3)(a):

The grade of asphalt binder for RHMA-G must be PG 64-16.

Add to the table in the paragraph of ~~s~~Section 39-2.03B(4)(a) General:

Coarse durability index, D_c (min)[c]	AASHTO T 210	65
Fine durability index, D_f, (min)	AASHTO T 210	50
Sodium sulfate soundness (max loss @ 5 cycles, %)[d]	AASHTO T 104	25

[c]The test is required only if the aggregate source is in Lassen, Modoc, Siskiyou, or Shasta County.
[d]The test is required only if the aggregate source is in Modoc, Siskiyou, or Shasta County.

Replace the 3rd paragraph of Section 39-3.04A General with:

At the locations listed below, schedule cold planing activities such that the pavement is cold planed, the HMA is placed, and the area is open to traffic during the same work shift:
1. Overlay Areas

For locations not listed above, schedule cold planing activities such that not more than 3 days have elapsed between the time the pavement is cold planed and the time the HMA is placed. If the Contractor does not meet the above outlined sequencing liquidated damages will apply as outlined in Section 8-1.10 LIQUIDATED DAMAGES of these Special Provisions. Items 2 and 3 of the last paragraph of section 39-3.04C(1) do not apply.

^^

40 CONCRETE PAVEMENT

Replace *Reserved* in Section 40-8 with:

40-8 PERVIOUS CONCRETE PAVEMENT

40-8.01 GENERAL

40-8.01A Summary

Section 40-8 includes specifications for constructing pervious concrete pavement.

Section 40-1 does not apply.

40-8.01B Definitions

Not Used

40-8.01C Submittals

Submit test data supporting your minimum cementitious material determination. Using trial batches is recommended.

Submit documentation of certifications of pervious concrete placement crew members.

Submit cores.

40-8.01D Quality Assurance

40-8.01D(1) General

Not Used

40-8.01D(2) Test Panels

The Engineer uses authorized test panels as the standard when evaluating the texture and color of the pavement surface.

Before pervious concrete paving operation starts, construct test panels at the jobsite. Use the materials, tools, equipment, personnel, and methods you will use in the work. Construct at least 2 test panels. Each panel must be at least 225 sq ft. If joints are shown, construct the joints within each panel. Test panels must comply with the requirements for surface finish, void content, infiltration rate, thickness, and joints.

Take 3 core samples from each panel. The void content of each core must be within the specified range. Perform an infiltration rate test on each test panel.

If the Engineer rejects the test panels, construct new test panels.

Obtain authorization of the test panels before placing previous concrete pavement.

Remove and dispose of rejected test panels. Authorized test panels must remain in place until all pervious concrete pavement is completed. If authorized test panels are not constructed within the limits shown for pervious concrete pavement, remove and dispose of the test panels.

40-8.01D(3) Prepaving Conference

Schedule a prepaving conference at a mutually agreed upon time and place to meet with the Engineer. Make the arrangements for the conference facility. Discuss methods of performing each item of the work.

Prepaving conference attendees must sign an attendance sheet provided by the Engineer. The prepaving conference must be attended by your:

1. Project superintendent
2. Pervious concrete construction foreman and your National Ready Mix Concrete Association (NRMCA) certified pervious concrete craftsman. If you do not employ a craftsman, your NRMCA certified pervious concrete installer must attend.
3. Earthwork construction foreman
4. Base construction foreman
5. Concrete quality control or technical services manager

Do not start paving work until the listed personnel have attended the prepaving conference.

40-8.01D(4) Personnel Qualifications

The paving crew must possess a documented and verifiable experience of at least 3 qualified projects successfully completed within the past 5 years, and must comply with one of the following criteria:

6. Crew must employ 1 or more NRMCA certified pervious concrete craftsman who must be onsite actively working with and guiding the placement crew during pervious concrete placement.
7. Crew must employ 1 or more NRMCA certified pervious concrete installer who must be onsite actively working with and guiding the placement crew during pervious concrete placement.
8. Crew must employ 1 or more NRMCA certified pervious concrete installer and 1 or more NRMCA certified pervious concrete technician who must all be onsite actively working with and guiding the placement crew during pervious concrete placement.

40-8.01D(5) Plastic Concrete Testing

For each day of paving, test pervious concrete for unit weight under ASTM C1688 at least once for each 150 CY placed or fraction thereof. Unit weight must be within 5 lb/cu ft of the submitted mixture design.

40-8.01D(6) Cores

For each day of paving, core 3 samples for each 10,000 sq ft or fraction thereof. The Engineer determines coring locations.

40-8.01D(7) Void Content

The Department tests void content under section 90-7. The void content must be 20 percent or less.

40-8.01D(8) Infiltration Rate

Test the infiltration rate under ASTM C1701. Perform 3 tests in areas up to 25,000 sq ft. Conduct 1 test for each additional 10,000 sq ft. Separate each test locations by at least 20 feet. Do not perform tests (1) if there is standing water on the pavement surface or (2) less than 24 hours after 1/4 inch or more of rain. The infiltration rate must be at least 100 inches/hour.

40-8.02 MATERIALS

Comply with the specifications for pervious concrete in section 90-7.

The maximum size aggregate for the pavement surface must not exceed 1/4 inch with smooth finish (rounded aggregate) and integral color to match existing asphalt pavement closely. If the pavement is constructed in 2 or more layers, layers below the surface layer may have a larger maximum size aggregate.

Determine the minimum cementitious material content. The cementitious material content must not exceed 590 lb/CY.

Joint filler for isolation joints must (1) be preformed expansion joint filler for concrete, bituminous type, and (2) comply with ASTM D994.

40-8.03 CONSTRUCTION

40-8.03A General

Not Used

40-8.03B Subgrade Preparation

Immediately before placing pavement, grade and finish the subgrade. The subgrade must:

1. Comply with the specified compaction and grading
2. Be free of loose and extraneous material
3. Be uniformly moist and free of standing or flowing water

The finished subgrade surface must not project into the pavement cross-section at any point. Verify the finished subgrade surface by:

1. Means of a template supported on the side forms for fixed form method
2. Measuring from the offset guide line or survey marks for extruded or slip form methods

Fill areas of subgrade lower than the required grade with pervious concrete pavement. No paymen
made for pavement used to fill these low areas.

40-8.03C Paving

Place pervious concrete pavement under section 40-1.03F(1) except the 4th paragraph does not apply.

Spread, compact, and shape pervious concrete pavement under section 40-1.03F(4) or under section 40- 1.03F(5). Do not use vibrators. You may use wood side forms.

Compact pervious concrete to the required cross section. If you construct pervious concrete pavement in 2 or more layers, compact the lower layer before placing the next layer. Do not allow cold joints between layers. Compact within 30 minutes after spreading the pervious concrete. Do not disturb placed plastic concrete. Do not allow foot traffic on the un-compacted surface.

Use hand tampers to compact the concrete along the formed edges. After compaction and repair of surface flaws no further finishing is required.

If you delay placing 2 consecutive loads of pervious concrete by 20 minutes or more, form a construction joint. The joint must comply with section 40-1.03B(2) except you must remove the bulkhead and dampen the face with an atomized spray when placement continues.

40-8.03D Joints

Construct contraction joints by scoring concrete with a grooving tool and rounding corners with an edger tool or by saw-cutting hardened concrete to a depth of at least 1/4 of the pavement depth.

Construct an isolation joint at pre-existing structures that abut or penetrate the pervious concrete area. The isolation joint must extend the full depth of the pervious concrete. Place and secure the isolation joint material before placing concrete.

40-8.03E Finishing

The finished surface must not vary more than 0.02 foot from a 12-foot straightedge except at grade changes.

If placing pavement around or adjacent to miscellaneous structures such as manholes or pipe inlets, do not finish the miscellaneous structures to final grade until the pavement is finished beyond the miscellaneous structure.

40-8.04 PAYMENT

Pervious concrete pavement is measured based on the dimensions shown.

Payment for preparing the subgrade is not included in the payment for pervious concrete pavement.

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DIVISION VI STRUCTURES

49 PILING

Add to Section 49-1.03 CONSTRUCTION:

Expect difficult pile installation due to the conditions shown in the following table:

Location	Conditions
RW No. 19	Groundwater or perched water, dense sands, and caving and raveling soils can be expected during construction.
Goleta POC	Groundwater or perched water, dense sands, and caving and raveling soils can be expected during construction.

Add to Section 49-3.02B(6)(c) Synthetic Slurry:

The synthetic slurry must be one of the materials shown in the following table:

Material	Manufacturer
SlurryPro CDP	KB INTERNATIONAL LLC 735 BOARD ST STE 209 CHATTANOOGA TN 37402 (423) 266-6964
Super Mud	PDS CO INC 105 W SHARP ST EL DORADO AR 71731 (870) 863-5707
Shore Pac GCV	CETCO CONSTRUCTION DRILLING PRODUCTS 2870 FORBS AVE HOFFMAN ESTATES IL 60192 (800) 527-9948
Terragel or Novagel Polymer	GEO-TECH SERVICES LLC 220 N. ZAPATA HWY STE 11A-449A LAREDO TX 78043 (210) 259-6386
BIG FOOT	MATRIX CONSTRUCTION PRODUCTS 50 S MAIN ST STE 200 NAPERVILLE IL 60540 (877) 591-3137
POLY-BORE	BAROID INDUSTRIAL DRILLING PRODUCTS 3000 N SAM HOUSTON PKWY EAST HOUSTON TX 77032 (877) 379-7412

Use synthetic slurries in compliance with the manufacturer's instructions. Synthetic slurries shown in the above table may not be appropriate for a given job site.

Synthetic slurries must comply with the Department's requirements for synthetic slurries to be included in the above table. The requirements are available from:

Offices of Structure Design
P.O. Box 168041
MS# 9-4/11G
Sacramento, CA 95816-8041

SlurryPro CDP synthetic slurry must comply with the requirements shown in the following table:

SlurryPro CDP

Quality characteristic	Test method	Requirement
Density: During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 5	 ≤ 67.0[a] ≤ 64.0[a]
Viscosity: During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup, API RP 13B-1, section 7.2	 50–120 ≤ 70
pH	Glass electrode pH meter or pH paper	6.0–11.5
Sand content, percent by volume: Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 10	 ≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.
[a]If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Super Mud synthetic slurry must comply with the requirements shown in the following table:

Super Mud

Quality characteristic	Test method	Requirement
Density: During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 5	 ≤ 64.0[a] ≤ 64.0[a]
Viscosity: During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup, API RP 13B-1, section 7.2	 32–60 ≤ 60
pH	Glass electrode pH meter or pH paper	8.0–10.0
Sand content, percent by volume: Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 10	 ≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.
[a]If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Shore Pac GCV synthetic slurry must comply with the requirements shown in the following table:

Shore Pac GCV

Quality characteristic	Test method	Requirement
Density: During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 5	 ≤ 64.0[a] ≤ 64.0[a]
Viscosity: During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup, API RP 13B-1, section 7.2	 33–74 ≤ 57
pH	Glass electrode pH meter or pH paper	8.0–11.0
Sand content, percent by volume: Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 10	 ≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.
[a]If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Terragel or Novagel Polymer synthetic slurry must comply with the requirements shown in the following table:

Terragel or Novagel Polymer

Quality characteristic	Test method	Requirement
Density: During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 5	 ≤ 67.0[a] ≤ 64.0[a]
Viscosity: During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup, API RP 13B-1, section 7.2	 45–104 ≤ 104
pH	Glass electrode pH meter or pH paper	6.0–11.5
Sand content, percent by volume: Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 10	 ≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.
[a]If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

BIG-FOOT synthetic slurry must comply with the requirements shown in the following table:

BIG-FOOT

Quality characteristic	Test method	Requirement
Density: During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 5	 ≤ 64.0[a] ≤ 64.0[a]
Viscosity: During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup, API RP 13B-1, section 7.2	 30–125 55-114
pH	Glass electrode pH meter or pH paper	8.5–10.5
Sand content, percent by volume: Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 10	 ≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.
[a]If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

POLY-BORE synthetic slurry must comply with the requirements shown in the following table:

POLY-BORE

Quality characteristic	Test method	Requirement
Density: During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 5	 62.8-65.8[a] 62.8-64.0[a]
Viscosity: During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup, API RP 13B-1, section 7.2	 50–80 50-80
pH	Glass electrode pH meter or pH paper	7.0–10.0
Sand content, percent by volume: Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 10	 ≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.
[a]If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Add to Section 49-3.02C(1) General:

If the piling center-to-center spacing is less than 4 pile diameters, do not drill holes or drive casing for an adjacent pile until 24 hours have elapsed after concrete placement in the preceding pile and your prequalification test results for the concrete mix design show that the concrete will attain at least 1800 psi compressive strength at the time of drilling or driving.

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51 CONCRETE STRUCTURES

Add to Section 51-1.01C(1) General:

If the methacrylate crack treatment is applied to a bridge deck or box culvert within 100 feet of a residence, business, or public space, submit a public safety plan. Include with the submittal:

1. Copy of public notification letter with a list of delivery addresses and posting locations. The letter must describe the work to be performed and state the treatment work locations, dates, and times. Deliver copies of the letter to residences and businesses within 100 feet of the treatment work and to local fire and police officials, at least 7 days before starting treatment activities. Post a copy of the letter at the job site.

2. Airborne emissions monitoring plan. Plan must include monitoring point locations. A CIH certified in comprehensive practice by the American Board of Industrial Hygiene must prepare and execute the plan.
3. Action plan for protecting the public if levels of airborne emissions exceed permissible levels.
4. Copy of the CIH's certification.

After completing methacrylate crack treatment activities, submit results from monitoring production airborne emissions as an informational submittal.

Replace the 2nd paragraph of Section 51-1.01C(1) General with:

Submit a deck placement plan for concrete bridge decks and box culvert top slabs. Include in the placement plan your method and equipment for ensuring that the concrete bridge deck and box culvert top slab is kept damp by misting immediately after finishing the concrete surface.

Replace the 2nd paragraph of Section 51-1.03G(1) General with:

Fractured fin texture must consist of straight fins of concrete with a fractured texture on the raised surface between fins. Grooves between fins must be (1) continuous with no apparent curves or discontinuities and (2) straight to within 1/4 inch in 10 feet. The texture must have random shadow patterns. Broken concrete at adjoining fins and groups of fins must have a random pattern. The texture must not have repetitive fractured surfaces or secondary shadow patterns.

Add to Section 51-1.03G(1) General:

The concrete barrier type 85A (Mod) concrete surface textures must match the texture, color, and pattern of the San Jose Creek Bridge (Br. No. 51-0162).

Replace *~~Reserved~~ Not Used* in Section 51-3.02D Payment with:

The cubic yard price paid for Structural Concrete Bridge includes the costs to provide all materials, labor, equipment, tools, and incidentals needed to furnish and install the elastomeric bearing pads complete and in place as shown on the plans. No additional compensation will be allowed therefor

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52 REINFORCEMENT

Add to Section 52-2.01A(3) Submittals:

52-2.01A(3)(c) Certificates

Submit a certificate of compliance for each shipment of dual-coated bar reinforcing steel. Include the following with the submittal:

1. Certification that the reinforcement complies with ASTM A1055
2. All certifications specified in ASTM A1055

Add to Section 52-2.01B Materials:

You may use dual-coated bar reinforcing steel complying with ASTM A1055 as an alternative to epoxy-coated reinforcement or epoxy-coated prefabricated reinforcement. Bar reinforcing steel to be dual-coated must be deformed, Grade 60 bars complying with ASTM A706.

Dual-coated bar reinforcement must be the same bar size and must be placed at the same spacing as described for epoxy-coated reinforcement and epoxy-coated prefabricated reinforcement.

Add to Section 52-2.01C Construction:

Do not bend bar reinforcing steel complying with ASTM A1055 after coating application if used as an alternative to epoxy coated prefabricated reinforcement.

Job site and PC plant practices for substituted bar reinforcement must comply with appendix X1 of ASTM A1055, except replace "should" with "must."

Add to Section 52-2.03A(1) Summary:

Epoxy coat reinforcement at the following locations:

1. Where shown

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- Temporary facilities, such as fences, barricades, bracing, signs, warning lights, and other temporary safety measures
- Noise and Dust Control
- Water pollution control and job site management
- Clearing and grubbing, including removal of trees and vegetation
- Hazardous materials and handling
- Excavation, grading, and backfill
- Removal of fences and gates
- Salvage materials
- Disposal of removed materials and debris

60-2.03A(2) SCOPE OF WORK

Structure demolition, removal and site preparation shall include, but is not limited to demolition and disposal for all structures including foundations. Perform demolition work in accordance with applicable City, County, State codes, laws, and regulations.

Demolition and Removal includes all elements within the public right of way and as designated on the plans to the satisfaction of the Engineer.

- Remove building, reservoirs, storage tanks, basement, floors, roofs, foundations, slabs, walks, carports, patios, driveways, out buildings, and all appurtenances.
- Remove all fixtures, equipment, appliances, plumbing, furnishings, and all materials.
- Remove concrete, and asphalt concrete driveways and pavement.
- Remove all trees, shrubs, stumps, and landscaped areas, including irrigation lines.
- Remove fences.
- Clear and grub to area designated on the plans and as directed by the Engineer.

60-2.03A(3) MATERIAL OWNERSHIP AND DISPOSAL

All demolished items shall become the Contractor's property and shall be removed, recycled, abated, or disposed from the properties in an appropriate and legal manner. Location of disposal site and length of haul shall be the Contractor's responsibility.

Properly dispose of all debris, trash and building materials accordance with City, County, and State requirements. Properties shall be left clean of trash and debris when completed.

Burying trash and debris on site will not be permitted. Burning of trash and debris at the site will not be permitted.

Remove trash and debris from the site at frequent intervals so that their presence will not delay the progress of the work or cause hazardous conditions for workers and the public.

Provide a clean and orderly site at all times.

60-2.03B MATERIALS

The use of explosives is prohibited in any work to be performed under this contract. The use of a "Headache Ball" or other battering device on any structure shall not be permitted when such device will swing or will be over public right-of-way or adjacent private property or that through its use will cause building material particles to fall onto public right-of-way or adjacent private property.

60-2.03C EXECUTION

60-2.03C(1) EXAMINATIONS

Examine existing conditions and correlate with requirements indicated to determine extent of demolition required.

Contract documents may not represent all surface conditions at the site and adjoining areas.

60-2.03C(2) PREPARATION, PERMITS AND SUBMITTALS

Obtain all permits and licenses and provide all notices required for performance and completion of the demolition and removal work, hauling, and disposal of debris.

Perform visual surveys as the work progresses to detect hazards resulting from demolition activities.

Conduct demolition operations and remove construction and demolition materials to ensure minimum interferences with roads, streets, walks, and other adjacent occupied and utilized facilities.

Do not close or obstruct streets, walks or other adjacent occupied or utilized facilities without prior permission from the City or State.

60-2.03C(4) DEMOLISH STRUCTURES

It is Contractor responsibility to have full knowledge of the existing site and permits prior to commencing any hazardous material abatement or structure demolition.

Demolish all existing structures and foundations of any kind. Completely remove and dispose of debris from the demolition in accordance with these Special Provisions and all applicable laws.

Complete work at a safe distance, horizontally and vertically, to not encroach upon any adjacent overhead powerlines or other facilities. Protect active utilities indicated on plans and when not indicated on plans. If a utility is damaged, immediately notify utility owner and Engineer for corrective action.

Backfill and compact depressions caused by excavations, demolition, and removal in accordance with applicable earthwork and grading requirements.

Prevent any foreign materials from entering the sewer, septic or storm drain laterals that will remain or be abandoned by others at a later date.

Implement dust and vapor control techniques at all times during the work to prevent the formation and migration of dust and vapors during the excavation and removal of debris at the work area. Retaining walls shall be removed or demolished and disposed of. Where a piece or section of retaining wall is removed and a section is to remain, the removal portion is to be clean cut or as approved by the Engineer.

60-2.03D PAYMENT

Payment for "**Remove Retaining Wall (Portion)**" at the contract linear foot price shall include all labor, materials, tools, equipment, and incidentals for structure demolition, removal, cutting, clearing, disposal, grading, and completing all work per the requirements of these Special Provisions, State Standard Specifications and to the satisfaction of the Engineer. No additional compensation will be considered.

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DIVISION VIII MISCELLANEOUS CONSTRUCTION

72 SLOPE PROTECTION

Replace *Reserved* in Section 72-8 with:

72-8 GRAVEL FILTER

72-8.01 General

Section 72-8 includes specifications for constructing gravel filter.

72-8.02 Materials

Gravel for gravel filter must consist of hard, durable, clean, washed gravel, cobble, crushed stone, crushed rock, or any combination of these. Gravel must be free from organic material, clay balls, and other deleterious substances.

Gravel must have a durability index not less than 40 and must contain at least 90 percent crushed particles when tested under California Test 205.

The percentage composition by weight of gravel filter in place must comply with the gradation requirements shown in the following table:

Gradation Requirements

Sieve size	Percentage passing
6 inch	95–100
4 inch	65–95
3 inch	30–65
2 inch	20–35
1 1/2 inch	10–25
1 inch	0–10

Gravel filter must comply with the gradation for Class I RSP in section 72-2.

72-8.03 Construction

Deliver uniform mixture of gravel filter to the site. Place gravel filter on streambed subgrade. Spread uniform mixture in layers and shape to thickness and limits shown using suitable equipment.

Local surface irregularities of the gravel filter aggregate must not vary from the planned slope by more than 2 inches as measured at right angles to the slope.

72-8.04 Payment

Not Used

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75 MISCELLANEOUS METAL

Add to the end of the table in Section 75-1.02A General:

Material	Requirement
Ductile iron castings (MISO drain grate)	ASTM A536, Grade 65-45-12

Add to Section 75-3.04 Payment:

The price paid per pound for Bridge Deck Drainage System includes the costs to provide all materials, labor, equipment, tools, and incidentals needed to furnish and install the drainage outlets as shown.

Add to Section 75-3.04 Payment:

The price paid per pound for Bridge Deck Drainage System includes the costs to provide all materials, labor, equipment, tools, and incidentals needed to furnish and install the drainage systems on Retaining Wall No. 3 as shown.

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78 INCIDENTAL CONSTRUCTION

Add to the end of Section 78-2.03 CONSTRUCTION:

Existing survey monuments and survey monument boxes shall be removed and replaced with new survey monuments and survey monument boxes.

New survey monuments shall be installed at the location of existing survey monuments. Locations of survey monuments shall be re-established by a licensed surveyor.

Replace *Not Used* in Section 78-2.04 PAYMENT with:

78-2.04 PAYMENT

The estimated quantity for Reset and/or Set Survey Monuments is for bidding purposes only and an estimated as each and has been included for each Project Segment. The quantity can be extended, reduced, or deleted at the discretion of the Engineer, with no change in the unit bid price. If a monument has to be reset, the Contractor will notify the Engineer for approval to Reset and/or Set Survey Monuments. The contract unit prices paid for "**Reset and/or Set Survey Monuments**" shall be considered as included in the contract unit price paid for Reset and/or Set Survey Monuments. The contract price paid per lump sum for Reset and/or Set Survey Monuments shall also include full compensation for furnishing all labor, materials (including survey disks), tools, equipment, and incidentals, and for doing all the work involved in removing existing monuments and boxes, constructing the new monuments and boxes, complete in place, including surveying, frames and covers, excavating and backfilling, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

Add to Section 78-4.04A(1) Summary:

The application of a sealer to the stained surfaces is not required.

Add to the end of Section 78-4.04B(2)(a) General:

The stain must be a water-based stain.

Add to the beginning of Section 78-4.04C(3)(a) General:

For the concrete barriers as shown, stain the surfaces such that they closely resemble the colors, mottling, shades, flecking and veining of the San Jose Creek Bridge (Bridge No. 51-0362 previously Bridge No. 51-0217 Location 05-SB-217-1.02-SB).

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80 FENCES

Replace *Reserved* in Section 80-5 with:

80-5 WOOD RAIL FENCE

80-5.01A General

80-5.01A Summary

Section 80-5 includes specifications for constructing wood rail fence.

80-5.02 Materials

Minor concrete must comply with Section 90-2 MINOR CONCRETE of the State Standard Specifications.

Wood posts, pickets, rails and boards must be:

1. Treated per section 80-2.02C(3) TREATED of the State Standard Specifications
2. Cut from sound timber
3. Straight and free from loose or unsound knots, shakes over 1/3 the post thickness, splits longer than the thickness of the post, or other defects that would make it unfit structurally for the intended purpose.

Post knots must be sound, tight, well-spaced, and not over 2-inches in size on any face.

Sweep must not exceed 0.08 foot in 6 feet.

Nails must be size 10d hot-dipped galvanized aluminum or stainless steel.

Wood rail must be nailed with at least four 10d nails per connection.

80-5.03 Construction

Fence posts must be spaced at the intervals and set to the depths as shown.

80-5.04 Payment

Not Used

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DIVISION IX TRAFFIC CONTROL DEVICES

82 SIGNS AND MARKERS

Replace the 2nd paragraph of Section 82-3.04 with PAYMENT:

The payment quantity for barrier mounted sign (Type 85A (Mod)) and barrier mounted sign (Concrete Barrier (Type 60MP)) is paid per each. Payment per each barrier mounted sign (Type 85A(Mod)) and barrier mounted sign (Concrete Barrier (Type 60MP)) includes furnishing and installing the barrier mounted signs as shown including drill and bond (chemical adhesive), pipe posts, base plates, anchorage assemblies, and other metal parts used to mount the roadside sign on the barrier or railing.

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83 RAILINGS AND BARRIERS

Replace Reserved in ~~s~~Section 83-2.01B Minor Concrete Vegetation Control with:

83-2.01B VEGETATION CONTROL (CRUSHED SHALE)

83-2.01B(1) General

Section 83-2.01B VEGETATION CONTROL (CRUSHED SHALE) of these Special Provisions includes specifications for constructing vegetation control areas around existing and/or new metal beam guardrail and the beam barrier posts using crushed shale.

83-2.01B(2) Submittals

Submit the following:
1. Ten-pound sample of the crushed shale.

83-2.01B(3) MATERIALS

83-2.01B(3)(a) Soil Sterilant

Do not use soil sterilant.

83-2.01B(3)(b) Filter Fabric

Do Not use filter fabric.

83-2.01B(3)(c) Fasteners

Do not use fasteners.

83-2.01B(3)(d) Crushed Shale

Crushed shale must:

1. Consist of light beige to dark brown colors.
2. Comply with the following grading requirements:

Gradation Requirements

Sieve size	Percentage passing
2"	100
1"	75–100
3/4"	65–100
No. 4	35–60
No. 30	10–35
No. 200	4–15

83-2.01B(4) CONSTRUCTION

83-2.01B(4)(a) General

Areas to receive vegetation control must be cleared of vegetation, trash, and debris. Dispose of removed material.

83-2.01B(4)(b) Earthwork

Excavate areas to receive vegetation control. Where vegetation control abuts the existing surfacing, the edge of the existing surfacing must be on a neat line or must be cut on a neat line to a minimum depth of 3 inches before removing the surfacing. The finished elevation of the excavated area to receive vegetation control must maintain planned flow lines, slope gradients, and contours of the job site.

Grade areas to receive vegetation control to a smooth, uniform surface and compact to a relative compaction of not less than 95 percent.

Dispose of surplus excavated material uniformly along the adjacent roadway except as specified in section 14-11.

83-2.01B(4)(c) Treatment of Soil

Not used

83-2.01B(4)(d) Filter Fabric

Not used.

83-2.01B(4)(e) Crushed Shale

Place crushed shale and compact by mechanical compaction. The finished crushed shale surface must be smooth and uniform, maintaining original flow lines, slope gradients, and contours of the job site.

Replace item 1 in the list in the 2nd paragraph of Section 83-2.02C(1)(a) General with:

1. Steel line posts.

Replace item 2 in the list in the 2nd paragraph of Section 83-2.02C(1)(a) General with:

2. Recycled plastic blocks.

Add to Section 83-2.02C(1)(a) General:

The exposed bolt threads on guardrail beyond the nut that are more than 0.5 inch must be cut off.

Replace Section 83-2.02C(3) Type WB-31 Transition Railings with:

83-2.02C(3) Transition Railings

Construct AGT using wood blocks with steel posts.

Replace *Reserved* in Section 83-2.04B Alternative In-Line Terminal Systems with:

83-2.04B Alternative In-line Terminal Systems

83-2.04B(1) General

83-2.04B(1)(a) Summary

Section 83-2.04B includes specifications for constructing alternative in-line terminal systems.

83-2.04B(1)(b) Definitions

Not Used

83-2.04B(1)(c) Submittals

Submit a certificate of compliance for alternative in-line terminal systems.

83-2.04B(1)(d) Quality Assurance

For each model of alternative in-line terminal system being installed, obtain the manufacturer's check list for the assembly and installation of the alternative in-line terminal systems from the manufacturer's representative or distributor. Notify the Engineer of the alternative in-line terminal systems to be installed at each location before starting installation activities. Complete, sign, and date the check list for each installed in-line terminal system and submit a copy of the completed and signed check list for each installed location, and include the following:

1. Contract number
2. Name of installation Contractor
3. Flare offset used in layout
4. Date of installation
5. Location on the project by post mile, and by station if stationing shown on plans
6. Name and signature of individual completing the checklist.

The Engineer signs and dates the completed check lists, verifying the in-line terminal system at each location was assembled and installed under the manufacturer's instructions and as described.

Use personnel trained by the manufacturer to install in-line terminal systems. A record of training provided by the manufacturer may be requested by the Engineer at any time.

83-2.04B(2) Materials

Alternative in-line terminal systems must be one of the following or a Department-authorized equal:

1. Type SoftStop terminal systems must be SoftStop End Terminal System manufactured by Trinity Highway Products, LLC, and must include the connection components. Type SoftStop terminal system - Type SoftStop terminal system must be a SoftStop terminal with a System length of 50'-9 1/2" for test level 3, manufactured by Trinity Highway Products, LLC, and must include items detailed for SoftStop terminal system, as shown. The SoftStop terminal can be obtained from the manufacturer:

Address	Telephone no.
TRINITY HIGHWAY PRODUCTS LLC PO BOX 99 CENTERVILLE UT 84012	(800) 772-7976

2. Type MSKT - Type MSKT terminal system must be a 31" MSKT Guard Rail End Terminal with a system length of 50'-0" as manufactured by Road Systems, Inc., located in Big Spring, Texas, and must include items detailed for Type MSKT terminal system shown on the plans. The MSKT Guard Rail End Terminal can be obtained from the distributor:

Address	Telephone no.
UNIVERSAL INDUSTRIAL SALES PO BOX 699 PLEASANT GROVE UT 84062	(801) 785-0505
GREGORY INDUSTRIES INC 4100 13TH ST SW CANTON OH 44708	(330) 477-4800

3. Type MAX-Tension Tangent Guardrail End Treatment by Barrier Systems, Inc. is a tangent, re-directive gating guardrail terminal. The MAX-Tension has a length of 55'-1/2", and can be flared for an offset of 0 to 2 feet at the head. The MAX-Tension terminal can be obtained from the distributor:

Address	Telephone no.
STATEWIDE SAFETY AND SIGNS INC 130 GROBRIC COURT FAIRFIELD CA 94533	(800) 770-2644

83-2.04B(3) Construction

Identify each terminal system by painting the type of terminal system in 2-inch-high, neat, black letters and figures on the backside of the rail element between system posts number 4 and 5. Paint must be metallic acrylic resin type spray paint. Before applying terminal system identification, the surface to receive terminal system identification must be free of all dirt, grease, oil, salt, or other contaminants by washing the surface with detergent or other suitable cleaner. Rinse thoroughly with fresh water and allow to fully dry.

Install Type SoftStop terminal system under the manufacturer's installation instructions. For Type SoftStop terminal system, use W6 x 8.5 steel yielding terminal posts for Posts 1 and 2 and standard W6 x 8.5 steel posts for the other posts. Drive all posts or place them in drilled holes. Backfill the space around the posts with selected earth that is free of rock. Moisten and thoroughly compact each layer. For the terminal with a system length of 50'-9 1/2" or system length of 38'-3 1/2", all blocks must be wood or plastic and must be 8 or 12 inches deep.

For Type MSKT terminal system, install a W6x15 at lower section Post 1 with a soil plate attached and a 6 by 6 by 1/8 inches tube section at upper section Post 1. Install a W6x9 or W6x8.5 post assembly top and post assembly bottom at Post 2. Install W6x9 or W6x8.5 at Posts 3 through 8. Attach a 9'-4 1/2" W-beam MGS rail section to Post 3. Use 8-inch blocks. The posts must be, at your option, driven with or without pilot holes, or placed in drilled holes. Do not pound on the side plates when installing lower post #1 and lower post #2. Space around the posts must be backfilled with selected earth, free of rock, placed in layers approximately 4 inches thick and each layer must be moistened and thoroughly compacted.

Install Type MAX-Tension terminal system under the manufacturer's installation instructions. Use 8- or 12-inch wood or composite blocks. Install W6x8.5 or W6x9 at post positions after Post 1. Backfill the space around the posts with selected earth that is free of rock. The posts must be, at your option, driven with or without pilot holes, or placed in drilled holes. Space around the posts must be backfilled with selected earth, free of rock, placed in layers approximately 4 inches thick and each layer must be moistened and thoroughly compacted.

83-2.04B(4) Payment

Not Used

Add to Section 83-2.08A(1) Summary:

For Concrete Barrier Type 85A (Mod) tubular bicycle railing (modified) includes the upper and lower tubular bicycle railing.

Drill and bond anchors under the specifications for drilling and bonding dowel chemical adhesive in section 51-1.

Drill and bond threaded rods under the specifications for drilling and bonding dowels in section 51.

Powder coated surfaces where shown must comply with section 83-2.10.

Replace Not Used in Section 83-2.08D Payment with:

The payment quantity for tubular bicycle railing (modified) is the length measured from end to end along the face of the upper tubular bicycle railing, including intermediate posts.

Replace *Reserved* in Section 83-2.10 with:

83-2.10 PEDESTRIAN RAILING

83-2.10A General

83-2.10A(1) Summary

Section 83-2.10 includes specifications for constructing decorative railing.

Decorative railing work includes metal railing with a decorative motif.

Galvanize all decorative railing components. Apply final coating system to decorative railing components as specified herein.

83-2.10A(2) Definitions

Not Used

83-2.10A(3) Submittals

83-2.10A(3)(a) General

Not Used

83-2.10A(3)(b) Certificate of Compliance

Submit a certificate of compliance for each shipment of powder coated material. Include with the submittal:

1. Application instructions
2. Manufacturer's descriptive data which include complete description, performance data, and installation instruction for the materials

83-2.10A(3)(c) Test Samples

Before fabrication, submit an 8 by 8 inch powder coated decorative panel sample with the color finish applied for authorization.

Test samples must be:

1. Steel panel with the entire powder coating system applied
2. Constructed at an authorized location
3. Constructed and finished using the personnel, materials, equipment, and methods to be used in the work
4. Authorized before starting work

83-2.10A(3)(d) Shop Drawings

Submit 7 copies of shop drawings for the decorative railing.

The shop drawings must include:

1. Details for venting holes in rails, posts, and sleeves
2. Railing layout
3. Complete details for the construction of the work including methods of construction, sequence of shop and field assembly, galvanization, powder coating, painting, and installation procedures.

Allow 25 days for review. Upon authorization, the Engineer returns 2 copies to you for use during construction.

83-2.10A(4) Quality Assurance

Not Used

83-2.10B Materials

83-2.10B(1) General

The tubing, plates, bars, splice sleeves, bolts, threaded rods, nuts and washers must comply with section 83-2.08B.

83-2.10B(2) Powder Coated Surfaces

Where powder coating is shown, prepare the surface of the galvanized elements under the powder coat manufacturer's written instructions.

The minimum total dry film thickness of the primer, fluoropolymer powder coat, and the anti-graffiti coating is 2 mils.

Powder coat must be a fluoropolymer type, having the color retention and chalk resistance typical of American Architectural Manufacturers Association Publication 2605. Use a primer recommended by the manufacturer of the powder coat to obtain the following requirements:

Quality Characteristic	Test Method	Requirement
Adhesion to galvanized surface, min	ASTM D 3359, test method B	5B
Hardness, min	ASTM D 3363	H
Salt fog resistance, 4000 hrs	ASTM B 117	Scribe, >7
Impact resistance, 80 in-lb	ASTM D 2794	Pass

The color of powder coating must match the railing color of the San Jose Creek Bridge (bridge no. 51-0362).

Finished surfaces must be smooth and uniform without drips, runs, uneven coloration, pin holes, dust particles or bubbles, must be free from buckles, warps, dents, cockles, burrs, and other defects resulting from fabrication.

83-2.10C Construction

Decorative railing must present a smooth, uniform appearance in its final position, conforming closely to the horizontal and vertical lines shown or ordered.

Before the decorative railing parts are assembled, gently clean the bearing surfaces and surfaces to be in permanent contact without damaging the powder coating. If the railing is mounted on a concrete surface, the post bases must be true and flat to provide uniform bearing.

Carefully handle the materials such that no parts are bent, broken, abraded, or otherwise damaged. Do not use manufacturing, handling, or installation methods that damage or distort the members or damage the galvanization, powder coating, paint or vinyl coating.

Erect railing carefully and true to line and grade. Posts must be normal to the profile grade. Transverse to the profile grade, railings must be plumb within a tolerance not to exceed 0.02 foot in 10 feet. Adjacent rail elements must align with each other within 1/16 inch.

After the cleaning, painting, and powder coating processes, protect all the components from exposure to grease, oils, dust, and contaminants.

Handle painted and powder coated elements to prevent damage during shipping and installation. Repair damage to:

1. Galvanizing under section 75-1.02B
2. Paint under section 59-3
3. Powder coat with a liquid recommended by the manufacturer of the powder coat in compliance with the authorized shop drawings.

If the damage to the powder coat is visible to the public and is greater than 2 percent of the total area of any individual element, then that element will be rejected, and you must reapply the powder coat. The Engineer determines the acceptability of powder coated elements.

83-2.10D Payment

Not Used

Add to Section 83-3.01A Summary:

Random cobble stone and wood grain textures must comply with section 51-1.03G CONCRETE SURFACE TEXTURES of the State Standard Specifications.

Add to the end of the list in the 4th paragraph of Section 83-3.01A Summary:

4. Pedestal concrete for barrier mounted sign (Type 85A(Mod))
5. Bar reinforcing steel, including the length that extends from the pedestal into the Concrete Barrier (Type 85A(Mod)).

Add to Section 83-3.01C Submittals:

For a tubular bicycle railing (modified) on a Type 85A (Mod) and Type 85B (Mod) concrete barrier, submit 2 copies of the threaded rod layouts before placing the barrier reinforcement.

Add to section 83-3.02C Bar Reinforcing Steel:

Bar reinforcing steel for concrete barriers must be epoxy coated under Section 52-2.03 EPOXY-COATED PREFABRICATED REINFORCEMENT of the State Standard Specifications.

Replace *Reserved* in Section 83-4.07 with:

83-4.07 ALTERNATIVE CRASH CUSHION SYSTEM

83-4.07A General

83-4.07A(1) Summary

Section 83-4.07 ALTERNATIVE CRASH CUSHION SYSTEM of these Special Provisions includes specifications for constructing alternative crash cushion systems, including foundations, transitions, and hardware required to connect to a structure or barrier as described.

83-4.07A(2) Definitions

Not Used

83-4.07A(3) Submittals

Submit a certificate of compliance for each model of crash cushion system.

At least 10 days before installation, for each model of crash cushion system used on the project, submit at least two copies of the following:

1. Manufacturer's:
   1.1. Instruction manuals with installation checklists
   1.2. Maintenance manuals
2. List of installation locations

As each crash cushion system is installed, complete the manufacturer’s installation checklist and include the following:

1. Contract number
2. Name of installation Contractor
3. Type of crash cushion system installed
4. Date of installation
5. Location by post mile and by station if stationing is shown
6. Name and signature of person completing the checklist

For each crash cushion system installed, submit a completed manufacturer's checklist within 10 days after installation. The checklist must be completed by personnel that have been trained by the manufacturer.

83-4.07A(4) Quality Assurance

Personnel trained by the manufacturer must be on site during installation. Provide list of trained personnel to the Engineer.

83-4.07B Materials

Concrete must comply with the specifications for minor concrete and the manufacturer's strength requirements.

Reinforcement must comply with section 52.

Alternative crash cushion system must meet test level 3 criteria and must be one of the following or a Department-authorized equal:

1. CRASH CUSHION (TYPE SCI-100GM) - The Type SCI-100GM is a potentially reusable, re-directive, non-gating, bidirectional, impact crash cushion for roadside features of 24" width with the use of an approved transition. The system length is 21'-6". The Type SCI-100GM can be obtained from the following distributors:

Address	Telephone and fax nos.
WORK AREA PROTECTION CORPORATION 2500 PRODUCTION DRIVE ST. CHARLES IL 60174-9081	Telephone: (800) 327-4417 Fax: (614) 340-6296
D&M TRAFFIC SERVICES INCORPORATED 845 REED STREET SANTA CLARA CA 95050	Telephone: (408) 436-1127 Fax: (408) 436-1675

2. CRASH CUSHION (QUADGUARD M10, 6-bay) - The Type QuadGuard M10, 6-bay, is a potentially reusable, re-directive, non-gating crash cushion for roadside features of 24" in width with use of an approved transition. The system length is 21'-11". The Type QuadGuard M10, 6-bay must be a QM10024 Tension Strut Backup or Concrete Backup with a backup width of 24 inches. The QuadGuard M10, 6-bay crash cushion can be obtained from the following manufacturer or distributor:

Address	Telephone and fax nos.
TRINITY HIGHWAY-ENERGY ABSORPTION 70 WEST MADISON STREET, SUITE 2350 CHICAGO IL 60602	Telephone: (888) 323-6374 Fax: (800) 770-6755
TRAFFIC MANAGEMENT INCOPORATED 5806 PERRIN AVENUE McCLELLAN CA 95652 e-mail: trinity@trafficmanagement.com	Telephone: (510) 289-6975

3. CRASH CUSHION (TAU-M, 7-bay) - The Type TAU-M, 7-bay, is a potentially reusable, re-directive, non-gating crash cushion for roadside features of up to 27.5 inches in width with use of an approved transition. The Type TAU-M has a system length of 23'-11". The Type TAU-M crash cushion can be obtained from the distributor:

Address	Telephone and fax nos.
STATEWIDE SAFETY AND SIGNS INCORPORATED 130 GROBRIC COURT FAIRFIELD CA 94533	Telephone: (800) 770-2644 Fax: (707) 864-9956

83-4.07C Construction

For each model of crash cushion system being installed, have a copy of the Caltrans approved manufacturer's drawings and installation manual onsite for reference.

Attach a manufacturer-supplied retroreflective marker panel to the front of the crash cushion if the closest point of the crash cushion is within 12 feet of the traveled way. Install Left, Right, or Median marker as appropriate. Firmly attach the marker panel to the crash cushion as recommended by the manufacturer or by other authorized methods.

Do not install crash cushion system over expansion joints or drainage basins.

Use the reinforced concrete foundation option.

Install Type SCI-100GM crash cushion under the manufacturer's installation instructions. Foundations must be a flat surface with longitudinal and cross slopes of 10:1 or less. Concrete foundations must reach full cure strength before use and the surface of the foundation must be cleaned of all debris, dirt, mud, etc.

Install Type QuadGuard M10, 6-bay crash cushion under the manufacturer's installation instructions. The QuadGuard M10, 6-bay must be a Tension Strut Backup or a Concrete Backup. A transition panel or side panel must be used on each side of the backup. The QuadGuard M10, 6-bay must only be assembled on an existing or freshly placed and

cured concrete base. Cross-slope shall not exceed 8% and should not twist more than 2 percent over the length of the system. Concrete anchorage devices used for attaching the crash cushion to the base slab must be limited to those provided by the manufacturer.

Install Type TAU-M, 7-bay crash cushion under the manufacturer's installation instructions. The TAU-M, 7-bay must be connected to the barrier using the manufacturer's recommended transition. A transition panel or side panel must be used on each side of the backup. The TAU-M, 7-bay must only be assembled on an existing or freshly placed and cured concrete base. Concrete anchorage devices used for attaching the crash cushion to the base slab must be limited to those provided by the manufacturer.

Identify each crash cushion system installed by painting the system type, installation date, and project identification number in 2-inch-high, neat letters and figures in a contrasting color on the foundation beneath the crash cushion in a conspicuous location near the impact head.

Before applying paint, the surface must be free of all dirt, grease, oil, salt, or other contaminants by washing it with a brush and a suitable cleaner. Rinse thoroughly with fresh water and allow to fully dry.

Paint must be an epoxy-based paint specifically intended for exterior use on concrete.

83-4.07D Payment

Not Used.

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DIVISION X ELECTRICAL WORK
86 GENERAL

Add to the list in the 2nd paragraph of Section 86-1.02C(1) General:

15. CITY on pull box cover for City lighting system

Replace the 4th paragraph of Section 86-1.02F(1) General with:

Conductors must be copper.

Replace the 2nd paragraph of Section 86-1.02F(2)(c)(ii) Bonding Jumpers and Equipment Grounding Conductors with:

An equipment grounding conductor must be bare.

^^

87 ELECTRICAL SYSTEMS

Add to the beginning of Section 87-1.03B(3)(a) General:

Use Type 3 conduit for underground installation.

Use Type 3, Schedule 80 conduit in a foundation; and between a foundation and the nearest pull box.

Use Type 1 conduit for structure and surface-mounted installation.

Replace the 3rd paragraph of Section 87-1.03C(2)(a) General with:

Install a pull box on a bed of crushed rock.

Replace the 2nd paragraph of Section 87-1.03H(2) Splice Insulation Methods with:

Use Method B to insulate a splice.

Add to the end Section 87-1.03T Accessible Pedestrian Signals:

A manufacturer's representative must program the accessible pedestrian signals with messages at:

1. South Kellogg Avenue

A manufacturer's representative must program the accessible pedestrian signals for a mid-block crosswalk with the message <South Kellogg Avenue> *Cross with Caution*.

~~Add to~~ Replace *Reserved* in Section 87-9

87-9 RECTANGULAR RAPID FLASHING BEACONS SYSTEM

87-9.01 GENERAL

87-9.01A Summary

Section 87-9 include specifications for constructing rectangular rapid flashing beacons (RRFB) system.

A rectangular rapid flashing beacons system include:

1. Foundations
2. Standards
3. Conductors and cables
4. Light indicators
5. Signs

6. Solar engines
7. Accessible pedestrian signals

Rectangular rapid flashing beacons (RRFB) system must conform to the latest applicable provisions of the California MUTCD, and the latest State Standard Specifications and Plans, and the project plans and these Special Provisions.

RRFB system must be Carmanah R920F series or approved equal.

87-9.01B Submittal

Submit 2 copies of:

1. 5-year limited warranty document.
2. Shop drawings or installation manual.

87-9.02 MATERIAL

87-9.02A Light Indications

Each indication must be a minimum size of approximately 7” wide x 3” high.

The light intensity of the indications must meet the minimum specifications of the Society of Automotive Engineers (SAE) standard J595 (Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated January 2005. Contractor must furnish a Certificate of Compliance for this standard. Specifically, the certificate should state that the indications: “Meet photometry of jurisdictional compliance standard(s) identical to: 2 J595 Class 2 Nov08 Yellow Peak Cd and 2 J595 Class 1 Nov08 Yellow Cds/Min.

All exposed hardware must be anti-vandal.

87-9.02B Sign

All sign panels must be supplied and installed as part of this bid item.

87-9.02C Solar Engine

Solar engine must include:

1. On-broad user interface
2. Solar panel
3. Wireless radio
4. Batteries.
5. Enclosure

87-9.02C(1) On-Broad User Interface:

On-Board User Interface must:

1. Be adjustable system settings with auto-scrolling LED display on our latest EMS

2. Have system test, status, and fault detection: battery, solar, button beacon, radio, day/night
3. Flash patterns: RFB1 (WW+S), RFB2 (WSDOT), 0.5 sec alternating (MUTCD), 0.5 sec unison (MUTCD), 0.1 sec. unison, 0.25 sec. unison, 0.1 sec x3 quick flashes unison, 0.1 sec, x3 quick flashes alternating
4. Have input: momentary for push button activation, normally open switch, normally closed switch
5. Have flash duration: 5 sec. to 1 hr.
6. Have intensity setting: 20 to 1400 mA for multiple RRFBs, circular beacons, or LED enhanced signs
7. Have nighttime dimming: 10 to 100% of daytime intensity
8. Have ambient auto adjust: increases intensity during bright daytime
9. Have automatic Light Control: reduces intensity if the battery is extremely low
10. Be temperature correction: yellow or red beacons
11. Have internal time clock function
12. Have radio settings: enable/disable, selectable channel from 1 to 14
13. Have output: enabled when beacons flashing daytime and nighttime, or nighttime only
14. Be activation counts and data reporting via OBUI or optional USB connection

87-9.02C(2) Solar panel

The solar panel must be size according to the weather and field conditions to maximize performance.

All fasteners used must be anti-vandal.

All solar panel connectors must be dust proof, and protected from temporary immersion in water.

87-9.02C(4) Wireless Radio

Radio must integrate with communication of RRFB system control circuit to activate light indications from pushbutton input.

The radio must synchronize all of the remote light indications so they will turn on within 120msec of each other and remain synchronized through-out the duration of the flashing cycle.

Radio systems must operate from 3.6vdc to 15vdc.

87-9.02C(5) Battery

Battery unit must be rated for operation in northern climates and capable of between 200-500 daily actuations.

All batteries must be sealed in a plastic film to provide moisture corrosion resistance.

All batteries must operate between the temperatures of -20°C to +60°C.

All battery connectors must be dust proof, and protected from temporary immersion in water.

87-9.02C(6) Enclosure

Solar engine enclosure must be:

1. NEMA 3R weather proof enclosure.
2. Lockable with hinged lid for access to on-broad user interface and batteries.
3. Corrosion -resistant aluminum with stainless steel hardware.
4. Prewired to minimize installation time.
5. High efficiency optics and EMS.
6. 39 lbs or less including on-broad user interface and batteries.

87-9.02D Accessible Pedestrian Signal

The accessible pedestrian signal (APS) must conform to the latest applicable provisions of the California MUTCD, and these special provisions. The APS must be supplied by the same manufacturer of RRFB and must be furnish and installed as one package.

The accessible pedestrian signal (APS) shall be an 6-wire pushbutton type system and conform to the latest applicable provisions of the California MUTCD, and these special provisions. The APS shall be from the same manufacturer of RRFB and shall be furnish and installed as one package.

A. The housing for the unit shall be 5”x14” and made of 356 aluminum heat-treated to meet Spec. T-6. The chassis is made from plastic. It shall be of a telescoping, vandal-proof design. The color shall be yellow. Adaptors may be required to install the pushbutton housing and the sign plate. The PPB shall be installed right side up.
B. The Push Button Stations (PBS) shall provide information and cues via both a vibrating arrow button and audible message saying **“CROSS STREET WITH CAUTION, VEHICLES MAY NOT STOP”** multiple times during 20 second interval when the RRFB is flashing. All sounds shall emanate from the back of the unit. The weather-proof speaker shall be protected by a vandal resistant screen. A pushbutton LED will flash when the RRFB indications are active. PBS shall include frame, sign, ADA compliant push button and mounting hardware.
C. By interfacing with the Control Unit that is installed in the pedestrian signal indication housing, the PBS shall provide the following standard features.
    - Confirmation of button push via latching LED, sound, and vibrotactile bounce.
    - Direction of travel (with extended button push).
    - Standard voice messaging in English.
    - Standard locating tone.
    - All sounds automatically adjust to ambient over 60dB range.
    - All sounds shall be synchronized/
    - Extended button push shall turn on and/or boost volumes.

D. The button should be located within five (5) feet of the crosswalk line, and mounted at a height of 42” above the finished grade.
E. The pedestrian instruction sign shall be R10-25 or otherwise noted on the plans and installed with security screws. The security screws shall be stainless steel, button head socket cap screws #8 diameter, 3/8 inch in length and 32 threads per inch. The socket shall be 3/32 inch Allen. The sign shall be integral with each pedestrian pushbutton.

The duration of a predetermined period of operation of the RRFB followings each actuation should be based on the MUTCD procedure for timing of pedestrian clearance times for pedestrian signals.

87-9.03 CONSTRUCTION

87-9.03A Light Indications

Two indications must be installed on an assembly facing each direction of approaching vehicular traffic. The two indications must be aligned horizontally, with the longer dimension of the indication horizontal, and a minimum space between the two indications of approximately 7” measured from inside edge of one indication to inside edge of second indication.

A single indication must be installed on an assembly facing in the direction of approaching pedestrian traffic to serve as a confirmation for the pedestrian that the system has been activated.

The outside edges of the two indications, including any housing, must not protrude beyond the outside edges of the integral signage of the assembly.

Each indication must be located between the bottom of the crossing warning sign and the top of the supplemental downward diagonal arrow plaque.

87-9.03B Solar panels

The solar engineer panel must be mounted to an aluminum plate and bracket at an angle of 45° - 60°.

87-9.04 PAYMENT

Not Used.

Add to the end of Section 87-21.03C Modify Existing Electrical Systems:

Modifying a lighting system includes removing, adjusting, or adding:

1. Foundations
2. Pull boxes
3. Conduit
4. Conductors
5. Standards
6. Luminaires

7. Fuse splice connectors

^^

DIVISION XI MATERIALS

90 CONCRETE

Add to Section 90-1.02H Concrete in Corrosive Environments:

Concrete at the following locations are in a corrosive environment.

1. RW-19
2. Barriers

For concrete at:

1. RW-19
2. Barriers

the ratio of the quantity of free water to the quantity of cementitious material must not exceed 0.40.

Replace *Reserved* in Section 90-7 with:

90-7 PERVIOUS CONCRETE

90-7.01 GENERAL

90-7.01A Summary

Section 90-7 PERVIOUS CONCRETE of these Special Provisions includes specifications for furnishing and curing pervious concrete.

Pervious concrete must comply with the specifications for minor concrete, except that Section 90-2.02B CEMENTITIOUS MATERIAL of the State Standard Specifications does not apply.

90-7.01B Definitions

Not Used

90-7.01C Submittals

Before starting pervious concrete work, submit:

1. Test results for the void content of hardened concrete. Calculate void content under Section 90-7.01D(3) VOID CONTENT of these Special Provisions.

2. Test results for the void content of fresh concrete under ASTM C 1688/C 1688M.

90-7.01D Quality Control and Assurance 90-7.01D(1) General

Not Used

90-7.01D(2) Penetration

The specifications for penetration in Section 90-1.02G(6) QUANTITY OF WATER AND PENETRATION OR SLUMP of the State Standard Specifications do not apply to pervious concrete.

90-7.01D(3) Void Content

The Engineer calculates void content of a core specimen using the following equation:

$$V = 100 - [(Ws-Wi) \times 4 \times F/(H \times D^2 \times Pi)] \times 100$$

where:
V = void content, percent
Ws = saturated weight of the core under ASTM C 140, lb or g
Wi = immersed weight of the core under ASTM C 140, lb or g
F = 27.69 if measurements are in pounds and inches, 1000 if measurements are in grams and mm
H = height of the core, inches or mm
D = diameter of the core, inches or mm
Pi = 3.14159

Dimensions D and H are measured with calipers to the nearest 0.02 inch or 0.5 mm.

90-7.02 MATERIALS

If you determine the minimum cementitious material content to be less than 425 lb/cu yd, replace Equation 2 in 90-1.02B(3) SUPPLEMENTARY CEMENTITIOUS MATERIALS of the State Standard Specifications with:

$$(425 - MSCM - PC) \geq 0$$

Choose a combined aggregate grading such that 100 percent of the aggregate passes the maximum specified size sieve and the resulting concrete complies with the specified void content.

The mixing time in a stationary mixer must be at least 90 seconds.

Transport mixed concrete to the delivery point in a truck mixer operating at the manufacturer's designated agitating speed. Discharge pervious concrete from the truck mixer within 60 minutes of batching. If you use a hydration stabilizer, an additional 60 minutes is allowed.

90-7.03 CONSTRUCTION

Place pervious concrete when the air temperature is above 40 degrees F. After placement, do not allow the pervious concrete surface to dry. Cure pervious concrete under Section 90-1.03B(4) WATERPROOF MEMBRANE METHOD of the State Standard Specifications except keep the membrane in place at least 168 hours. Do not use unconfined soil to secure the membrane. During the cure period, check the concrete daily and ensure:

4. Membrane is not displaced or damaged
5. Moisture is condensed under the membrane

Immediately repair any damaged membrane and replace any displaced membrane. If there is no condensation, place 1.5 gallons of water per square yard of concrete surface under the membrane.

90-7.04 PAYMENT

Not Used

96 GEOSYNTHETICS

Replace *Reserved* in Section 96-1.02D(1):

Geosynthetic reinforcement must be Biaxial Geogrid.

^^

END OF BASE BID SPECIAL PROVISONS

BID ALTERNATE “A” SPECIAL PROVISIONS

5 CONTROL OF WORK

5-1.20C RAILROAD RELATIONS

In addition to Section 5-1.20C RAILROAD RELATIONS of the State Standard Specifications, a portion of this project is located in Union Pacific Railroad (UPRR) right-of-way and in selected instances, requires work adjacent to active mainline tracks within the Railroad right-of-way. It is expected that the Railroad will cooperate with the Contractor to the end that the work may be handled efficiently, but the Contractor shall have no claim for damages or extra compensation in the event the work of the Railroad forces holds up his work.

A. General-The term "Railroad" shall be understood to mean the Union Pacific Railroad Company.

B. Railroad Requirements- the Contractor shall cooperate with the Railroad where work is within the limits of Railroad property, in order to expedite the work and to avoid interference with the operations of railroad equipment. The Contractor shall comply with the rules and regulations of Railroad and the instructions of its representatives in relation to the proper manner of protecting the tracks and property of Railroad and the traffic moving on such tracks, as well as the wires, signals and other property of Railroad, its tenants or lessees, at and in the vicinity of the work during the period of construction. Contractor shall work with the Railroad and lessees to safely locate existing utility lines within Railroad right-of way prior to performing general trenching and/or roadway excavation.

The Contractor shall perform his work in such manner and at such times as shall not endanger or interfere with the safe operations of the tracks and property of Railroad and the traffic moving on such tracks, as well as the wires, signals and other property of Railroad, its tenants or licensees, at and in the vicinity of the work.

The Contractor shall not pile or store any materials or park any equipment, when not in use, closer to the center of nearest railroad track than permitted by the following clearances:

15 @-On horizontally from centerline of track

22-6" vertically above top of rail

No private crossing at grade over tracks of Railroad for the purpose of hauling earth, rock, paving or other materials will be permitted.

The Contractor shall, upon completion of the work covered by this contract, promptly remove from the premises of Railroad all of Contractor's tools, implements and other materials, whether brought upon said premises by said Contractor or any subcontractor, employee, or agent of Contractor or of my

subcontractor, and cause said premises to be left in a dean and presentable condition.

Under Exhibit B1 of the enclosed Contractor's Right of Entry, the Contractor is required to procure Railroad Protective Liability insurance (RPLI) for the duration of this project. As a service, Union Pacific is making coverage available at the rate specified on the attached insurance Application Form. The Contractor is not required to purchase this coverage from the Railroad and is encouraged to shop the market for the best available rate.

5-1.20C(1) FLAGGING

The cost of flagging provided by the Railroad or their Subcontractor during construction on or near Railroad property, as deemed necessary for the protection of the Railroad's facilities and trains, shall be included in the Contractor's bid price. The Contractor shall pay Union Pacific Railroad (UPRR) directly for all flagging costs and submit copies of UPRR receipts to the City. No markups will be allowed.

5-1.20C(2) FLAGGING PAYMENT

The contract unit price paid per each day of flagging includes full compensation for furnishing all labor, materials, tools, equipment, maintenance, removal, and incidentals required to perform all work involved in coordinating, placing, and maintaining flagging, complete in place, as shown on the plans, specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer. No additional compensation will be allowed.

5-1.20C(2) RAILROAD PROTECTIVE INSURANCE

In addition to any other form of insurance or bonds required under the terms of the contract and specifications, the Contractor will be required to carry insurance of the kinds and in the amounts hereinafter specified.

Such insurance shall be approved by the Railroad before any work is performed on Railroad's property and shall be carried until all work required to be performed on or adjacent to the Railroad's property under the terms of the contract is satisfactorily completed as determined by the Engineer, and thereafter until all tools, equipment and materials have been removed from Railroad's property and such property is left in a clean and presentable condition.

The insurance herein required shall be obtained by the Contractor, who shall furnish the Railroad with completed certificates, in the form attached hereto, signed by the insurance company or its authorized agent or representative, reflecting the existence of each of the policies required by 1 and 2 below including coverage for X, C and U and completed operations hazards, and the original policy of insurance (or a certified duplicate original policy) required by 3 below, to:

Union Pacific Railroad Company

Real Estate Department

1400 Douglas Street, MS 1690

Omaha, NE 68179-1690

Attn: Senior Manager Contracts

*Note UPRR Right of Entry Folder No .is to be included with insurance policy

Certificate of insurance shall guarantee that the policy under 1 and 2 will not be amended, altered, modified or canceled insofar as the coverage contemplated hereunder is concerned, without at least thirty (30) days notice mailed by registered mail to the Railroad.

Full compensation for all premiums which the Contractor is required to pay on all the insurance described hereinafter shall be considered as included in the prices paid for the various items of work to be performed under the contract, and no additional allowance will be made therefore or for additional premiums which may be required by extensions of the policies of insurance.

5-1.20C(3) CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall, with respect to the operations he performs within or adjacent to Railroad's property, carry regular Contractor's Public Liability and Property Damage Liability Insurance providing for the same limits as specified for Railroad's Protective Public Liability and Property Damage Liability insurance to be furnished for and in behalf of Railroad as hereinafter provided.

If any part of the work within or adjacent to Railroad's property is subcontracted, the Contractor and carrying the above insurance shall provide the above insurance on behalf of the subcontractors to cover their operations.

5-1.20C(4) CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE

The Contractor shall, with respect to the operations performed for him by subcontractors who do work within or adjacent to Railroad's property, carry in his own behalf regular Contractor's Protective Public Liability and Property Damage Liability Insurance providing for the same limits as specified for Railroad's Protective Public Liability and Property Damage Liability Insurance to be furnished for and on behalf of Railroad as hereinafter provided. 12-1.10

5-1.20C(5) RAILROAD'S PROTECTIVE LIABILITY INSURANCE

The Contractor shall, with respect to the operations he performs within or adjacent to Railroad's property or that of any of his subcontractors who do work within or adjacent to Railroad's property perform, have issued and furnished in favor of Railroad, Policy or policies of insurance in the Railroad Protective Liability Form as hereinafter specified.

5-1.20C(6) RAILROAD ENCROACHMENT PERMIT

The Contractor shall obtain an encroachment permit with the railroad for all utilities crossing the railroads right of way. Requirements for the encroachment permit can be found: https://www.up.com/real_estate/utilities/encroach_procedure/index.htm. Full compensation for performing the work and conforming to the requirements in these special provisions shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

5-1.20C(7) RAILROAD'S RIGHT OF ENTRY AGREEMENT

The Contractor shall obtain a Right of Entry Agreement with the railroad for work to be performed inside the railroads right of way. The contractor is responsible to complete and have the right of entry form approved by the Railroad prior to the start of work.

The Contractor shall finalize a Right of Entry Agreement (Agreement) with the

Railroad and shall abide by the requirements contained therein. No work shall commence on the railroads right of way until the Agreement is signed and the proper insurance certificates are provided.

Before the Railroad will permit the Contractor to perform work on its property for construction of the San Jose Creek Multipurpose Path Project, it will be necessary to complete two originals of the Right of Entry Agreement as follows:

1. Fill in the complete legal name of the contractor in the space provided on Page 1 of the Contractor's Right of Entry Agreement. If a corporation, give the state of incorporation. If a partnership, give the names of all partners.
2. Fill in the date construction will begin and be completed in Article 5, Paragraph A.
3. Fill in the name of the contractor in the space provided in the signature block at the end of the Contractor's Right of Entry Agreement. If the contractor is a corporation, the person signing on its behalf must be an elected corporate officer.
4. Return all copies of the Contractor Right of Entry Agreement together with Certificate of insurance as required ~~in Exhibit B-1~~ by Union Pacific Railroad Company.
5. Check made payable to the Union Pacific Railroad Company in the amount of $4,045.00 will be required for processing agreement.

After approval of the Right of Entry Agreement and insurance certificate, one fully executed counterpart of the agreement will be returned to the Contractor. In no event should the Contractor begin work until receipt of one copy of the fully executed agreement.

5-1.20C(8) PAYMENT

Full compensation for complying with all requirements specified in Section 5-1.20C, RAILROAD RELATIONS of these Special Provisions, including but not limited to:

- Securing the Right of Entry Agreement.
- Obtaining Railroad Protective Liability Insurance (RPLI) and all required insurance certificates.
- Paying all fees associated with the Right of Entry Agreement, including the processing fee payable to Union Pacific Railroad (UPRR).

This work shall be paid for as a lump sum under the contract bid item "**Railroad Relations,**" which includes full compensation for furnishing all labor, materials, tools, equipment, maintenance, removal, and incidentals required to perform all work involved in coordinating, placing, and all work associated with securing agreements, insurance, and compliance with UPRR relations, complete in place, as shown on the plans, specified

in the State Standard Specifications, these Special Provisions, and as directed by the Engineer. No additional compensation will be allowed.

^^

8 PROSECUTION AND PROGRESS

Replace *Reserved* in Section 8-1.04A General with:

8-1.04A GENERAL: BEGINNING OF WORK

Attention is directed to the provisions in in Section 8-1.05 TIME and Section 8-1.10 LIQUIDATED DAMAGES of the State Standard Specifications and these Special Provisions. In addition to Section 8 PROSECUTION AND PROGRESS of the State Standard Specifications, the following shall apply:

No Bid Alternate "A" work shall begin until a Construction and Maintenance Agreement is executed between the City and UPRR.

All Bid Alternate "A" work shall be completed within sixty **(60) working days** from the date of the Notice to Proceed for the Bid Alternate "A" work.

All punch list items shall be completed within the specified contract working days. The project will not be accepted until all punch list items and plant establishments are completed.

The Contractor shall pay the City a sum per day as outlined in Section 8-1.10A LIQUIDATED DAMAGES of these Special Provisions within the BASE BID section for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

The Contractor shall be responsible to coordinate utilities relocations within the project area. Coordination of utilities within the project limits, including relocations and maintenance of existing facilities and additions thereto, shall be confirmed in writing by utility representatives and the Contractor at this conference or within five (5) working days thereafter.

^^

9 PAYMENT

Add to Section 9-1.16D(1) MOBILIZATION:

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site. Mobilization also includes public notifications. Demobilization shall include, upon substantial completion of the contracted work, the removal of all signs, construction trailers, storage trailers and bins, temporary fencing, garbage, construction debris,

equipment, utility services not scheduled to remain, portable toilet facilities, and all excess construction material not included and paid for within other base bid items. Work shall also include the repair, restoration and/or replacement of facilities damaged by the Contractor and/or Subcontractors and suppliers, including driveways, parking areas, streets, pipelines, and landscaping, and the submittal of Record Drawings. Work area shall be cleaned and restored to original condition or better as further shown on the plans.

The compensation for Mobilization shall not exceed ten (10) percent of the total amount of all remaining Bid Alternate "A" bid items.

END OF BID ALTERNATE "A" SPECIAL PROVISIONS

CITY OF GOLETA

APPENDIX A
MISCELLANEOUS FORMS AND DOCUMENTS

FOR

SAN JOSE CREEK MULTIPURPOSE PATH PROJECT

1. LAPM Exhibit 16A Weekly Statement of Working Days
2. City of Goleta Monthly Project Payment Estimate Forms
3. Post-Construction Waste Reduction & Recycling Summary Report
4. Notice Regarding Assembly Bill 626
~~5. Maintenance Bond Guarantee and Warranty Security~~
5.~~6.~~ Sample Door Hanger
6.~~7.~~ Contractor's Daily Report
7.~~8.~~ School Zone Map – East and West
8.~~9.~~ Temporary No Parking Sign
9.~~10.~~ Encroachment Permit Applicant: Contractor(s) Authorization Form

Exhibit 16-A: WEEKLY STATEMENT OF WORKING DAYS

JOB STAMP

REPORT NUMBER:

CONTRACTOR: WEEK ENDING (month, day, year):

	Date (A)	Day (B)	Weather Conditions or Other Explanation[1] (C)	Working Day (D)	Nonworking Day (E)	Working Day No Work Done on Controlling Activity[6] (F)
1						
2		Monday				
3		Tuesday				
4		Wednesday				
5		Thursday				
6		Friday				
7						
8	Days this week (total lines 1D thru 7D)					
9	Days previously reported (take from previous week's report)					
10	Total working days to date (lines 8D + 9D)					

	Change Order Time Adjustments	Change Order Days Approved	Change Order Numbers[2]
11	Days this report		
12	Days previously reported (taken from previous week's report)		
13	Total change order days to date (lines 11D + 12D)		

	Computation of Extended Date for Completion	Number of Days	Numbered Day[4]	Date
14	First working day			
15	Original working days specified in contract			
16	COMPUTED DATE FOR COMPLETION (line 14E + line 15D minus 1)			
17	Total change order days approved to date (from line 13)			
18	Total Nonworking days to date[3] (from box 10E)			
19	EXTENDED DATE FOR COMPLETION (line 16E + line 17D + line 18D)			
20	Revised working days for contract (line 15D + line 17D)			
21	Total working days to date (from box 10D)			
22	WORKING DAYS REMAINING (line 20D – line 21D)			

CONTROLLING ACTIVITY(IES)[5]:

REMARKS:

The contractor will be allowed fifteen (15) days in which to protest in writing the correctness of the statement; otherwise, the statement shall be deemed to have been accepted by the contractor as correct.

NOTE: ***Footnote Instructions to Resident Engineer are on page 2.***

RESIDENT ENGINEER SIGNATURE: DATE:

Distribution: Original -- Contractor; Copy -- Resident Engineer

Exhibit 16-A: WEEKLY STATEMENT OF WORKING DAYS

FOOTNOTE INSTRUCTIONS TO RESIDENT ENGINEER

1. When determining if the day is a working day or non-working day, first determine the controlling operation (taken from the critical path of the updated approved project schedule.), second, If you determine the day is a "nonworking day", provide the contractual reason -for example, "clear-wet grade" to describe conditions when the weather is clear, but the grade is too wet. Do not list days merely as "Unworkable". When recording nonworking days due to "other", provide explanation contract lane closure restrictions, State of emergency, area-wide labor strike, etc.

2. List numbers of change orders providing for time extensions.

3. Do not include nonworking days which occur after expiration of the **Extended Date of Completion**. On contracts that are overtime, the total under Working Days Shall not be greater than the total of revised Working Days (line7). After approved total of working days has been reached, continue recording working and nonworking days but do not add into the totals. Make a statement under Remarks that working and nonworking days are shown for record only since the contact time has elapsed.

   If an extension of time is subsequently approved, determine the new **Extended Date** by taking into account all nonworking days that are reachable.

4. From the calendar issued by the Division of Construction with working days numbered for convenience in computations.

5. Determine the controlling activity from the updated approved contract schedule. If the controlling activity is completed in the middle of the week and a new one begins, make this clear. For example, "Class 2 base -M, T, W; HMA -Th, Fri." This is not the place to list all the operations the contractor worked on for the week. Record that information in the Daily Report or under "remarks" if you wish.

6. Column F (lines 1-10) is informational only and tracks those days determined in column D to be working days, but the Contractor failed to work on the controlling operation.

CITY OF GOLETA

Department of Public Works
130 Cremona Drive, Suite B
Goleta, CA 93117

MONTHLY PROJECT PAYMENT ESTIMATE SUMMARY

Payment Estimate No: _____

Work Performed Through: _____

Contractor: _____ Project: _____

Address: _____ Acct.No: _____

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

Payment Summary	CURRENT PAY PERIOD AMOUNT	PREVIOUS AMOUNT	TO DATE AMOUNT
Original Contract Payments			
Change Order Payments			
Total Earnings			
Less: Retention (5%)			
Less: Administrative Deductions			
Net Amounts			

The undersigned Contractor or Contractor's Authorized Representative certifies that to the best of thier 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.

Resident Engineer:	**Project Engineer:**	**Contractor:**
Date:	**Date:**	**Date:**

Form CC 1 REV: 03/2023

CITY OF GOLETA
Department of Public Works
130 Cremona Drive, Suite B
Goleta, CA 93117

Project: _____

Acct.No: _____

Contractor: _____

_____

PROJECT PAYMENT ESTIMATE

Payment Estimate No: _____

Work Performed Through: _____

Item No.	Item Description	Unit	Estimated Quantity	Unit Cost	Contract Amount	This Estimate		Previous Estimates		Work Completed		Work Remaining	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount

Form CC 2 REV: 03/2023

CITY OF GOLETA

Department of Public Works
130 Cremona Drive, Suite B
Goleta, CA 93117

Project: _____

Project No: _____

Contractor: _____

_____

QUANTITY ADJUSTMENT FORM

Payment Estimate No: _____

Work Performed Through: _____

INSTRUCTIONS

This form is to accompany Progress Payments or the Final Payment where there are quantity changes (variations in quantities) authorized by the Department of Public Works that adjust the Total Contract Amount.

Quantity Changes in the amount of:
Accompanying Progress Payment # (or Final Payment) _____ have been reviewed and the actual quantities verified.

Item No.	Item Description	Unit	Unit Cost	Contract Quantity Adjustments								
				This Estimate			Previous Estimates			To-Date Totals		
				Quantity	Increase (Decrease)	Amount	Quantity	Increase (Decrease)	Amount	Quantity	Increase (Decrease)	Amount
						$0.00			$0.00			$0.00
						$0.00			$0.00			$0.00
						$0.00			$0.00			$0.00
						$0.00			$0.00			$0.00
						$0.00			$0.00			$0.00
						$0.00			$0.00			$0.00
						$0.00			$0.00			$0.00
						$0.00			$0.00			$0.00
						$0.00			$0.00			$0.00

Contractor Signature **Date**

Resident Engineer Signature **Date**

Form CC3 REV: 03/2023

CONSTRUCTION CONTRACT
FINAL RELEASE

CITY OF GOLETA

130 Cremona Drive, Suite B
Goleta, CA 93117

From: _____
Contractor

_____

_____
Address

Date: _____

Payment Request No: _____

Acct.No: _____

Project Name:

_____

_____

To: CITY OF GOLETA
Department of Public Works
CIP Division
130 Cremona Drive, Suite B
Goleta, CA 93117

Upon receipt by the undersigned of a check from the City of Goleta in the sum of

_____

payable to _____

_____

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

Contractor Signature: _____

Print Name: _____

Title: _____

Date: _____

Form CC4 REV: 03/2023

CONTRACT CHANGE ORDER MEMO

Department of Public Works
130 Cremona Drive, Suite B
Goleta, CA 93117

Change Order No. _____

Date Prepared: _____

Project No.: _____

Contractor: _____ Project: _____

Address: _____

_____

DESCRIPTION OF ITEMS INCLUDED IN CONTRACT CHANGE ORDER-03:
Modifications to the Project listed in CCO-XX have been due to the following:

What is the change:

Who initiated the change:

Where is the change located:

How will the change be implemented:

Method of Payment:

Time Adjustment:
A time adjustment of X working days is included as part of this change order.

CONTRACT CHANGE ORDER-XX FINANCIAL IMPACT:

Original Contract Amount:		
Total Change Order Authority Approved by Council:		
Total Change By Previous Change Orders:		
Contract Amount Prior to This Change Order:	$	-
Amount to be Increased By This Change Order:		
Adjusted Contract Amount Including This Change Order:	**$**	**-**
Total Remaining Change Order Authority:	$	-
Contract Period Increase Due to This Change Order:		Days
Final Contract Completion Date Including This Change Order:		Days

By: _____
Name: John Plummer, Resident Engineer

CITY OF GOLETA

Department of Public Works
130 Cremona Drive, Suite B
Goleta, CA 93117

CONTRACT CHANGE ORDER

Change Order No. _____

Date Prepared: _____

Project No.: _____

Contractor: _____

Project: _____

Address: _____

_____

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract.

Description of work to be done, estimate of quantities, and prices to be paid:
In accordance with Section 4-1.05 CHANGES AND EXTRA WORK of the 2023 Standard Specifications, the Contractor shall...

For this work, the Contractor is compensated $X,XXX.XX.This sum, measured in accordance with the Standard Specifications constitutes full and complete compensation, for providing all labor, materials, equipment, tools, and incidentals, including all markups for this change.

(Database Code; XXX) Total This Item:

X Working Days Added

	Estimated Cost:	***Decrease***	***Increase***

By reason of this order, the time of completion will be adjusted as follows: XXX (X) working days added.

Original Contract Amount:	
Total Change by Previous Change Orders and/or Quantity Adjustment:	
Contract Amount Prior to this Change Order:	$ -
Contract Amount to be *Increased/Decreased* by this Change Order:	
Adjusted Contract Amount Including this Change Order:	$ -

SIGNATURE	(PRINT NAME & TITLE)	DATE

REVIEWED BY:

SIGNATURE	(PRINT NAME & TITLE)	DATE
	John Plummer, Senior Engineer	

APPROVAL RECOMMENDED BY:

SIGNATURE	(PRINT NAME & TITLE)	DATE
	Andrew Fuller, Principal Engineer	

CITY APPROVAL BY:

SIGNATURE	(PRINT NAME & TITLE)	DATE

CONTRACT CHANGE ORDER

Department of Public Works
130 Cremona Drive, Suite B
Goleta, CA 93117

Change Order No. _____

Date Prepared: _____

Project No.: _____

Contractor: _____

Project: _____

	Nina Buelna, Public Works Director	

We, the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment, therefore, the prices shown above. **NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.**

CONTRACTOR ACCEPTANCE BY:

SIGNATURE	(PRINT NAME & TITLE)	DATE

Form CC 5

Post-Construction Waste Reduction & Recycling Summary Report

Diversion Requirement: Reduce quantity of materials disposed at landfills by 65% or more.

Column A: List estimated quantities of waste for each material type (in tons). To convert material quantities to tons, use the Materials Conversion Worksheet provided in your packet.

Columns B, C, D: List estimated quantities reused, recycled, or disposed.

Column E: State the name of all vendors or facilities to be used to reuse, recycle or dispose of material listed. See example below for cases where more than one facility will be used for a particular material type.

Column Totals: Add up all quantities listed in Column A. Do the same for Columns B, C and D.

Waste Reduction & Recycling Summary REPORT (WRRS Report)

Material Handling Methods - Indicate quantities (in tons only) for each material listed.					
Material Type	A Total Tons Generated (A=B+C+D)	B Quantity Salvaged or Reused	C Recycling	D Estimated Disposal	E Anticipated Material Destination(s) (R): Recycled; (D): Disposal
Example: Cardboard	2 tons		1.5	.5	(R) MarBorg (D) Tajiguas Landfill
Asphalt & Concrete					
Brick/Masonry/Tile					
Building Materials (doors, windows, fixtures, etc.)					
Carpet					
Carpet padding/Foam					
Cardboard					
Ceiling tile (acoustic)					
Dirt					
Drywall (used)					
Drywall (new, unpainted sheets or scrap)					
Landscape Debris (brush, trees, stumps, etc.)					
Scrap metal					
Unpainted Wood and Pallets					
Garbage/Trash					
Other					
Recycled mixed debris					
Column Totals					

7. To determine if the required 65% project waste reduction will be met, complete the following with the column totals: B _____+ C _____) / A _____ = _____x 100 =_____%

8. Is the percentage listed in #7 greater than or equal to 65%? □YES □NO - If "NO" please explain why:

_____

9. Print Name:_____Signature:_____Date: ____/____/____

NOTICE REGARDING ASSEMBLY BILL 626

Assembly Bill 626 (AB 626), signed into law September 29, 2016, established a new claim resolution process for public works project contracts entered into on or after January 1, 2017. AB 626 is codified in Section 9204 of the California Public Contract Code. Section 9204 remains in effect until January 1, 2020, and as of that date will be repealed unless another statute extends or deletes this sunset date.

Public Contract Code Section 9204 applies to any "claim," as defined in Section 9204, which is presented by the Contractor to the City. Section 9204 defines a "claim" as a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following: (1) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City; (2) payment by the City of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; or (3) payment of an amount that is disputed by the City.

If Contractor presents a claim to the City in accordance with the provisions of Public Contract Code Section 9204 (hereafter referred to as a "Claim"), the process specified in Section 9204 will be followed, and the provisions of Section 4-8 (Disputed Claims) and Section 4-9 (Review by Claim Review Committee and Issuance of Decision by Department Director) of the City's Standard Specifications for Public Construction will not apply to the Claim. Contractor's Claim shall comply with the provisions of Section 4-7 (Notice of Claims for Additional Compensation or Damages) of the City's Standard Specifications or Contractor shall give a separate written notice of potential claim that complies with the requirements specified in Section 4-7, except in any case where compliance with the requirements specified in Section 4-7 would conflict with Public Contract Code Section 9204.

Subsection (e) of Public Contract Code Section 9204 requires that the text of Section 9204 or a summary be set forth in the plans or specifications for any public works project that may give rise to a claim under Section 9204.

The full text of Public Contract Code Section 9204 is as follows:
9204.
(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
(c) For purposes of this section:
(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
(C) Payment of an amount that is disputed by the public entity.

(2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with apublic 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 daysafter 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.

Bond No. _____
Premium $_____

MAINTENANCE BOND
GUARANTEE AND WARRANTY SECURITY
(Project:_____)

WHEREAS, the City of Goleta ("CITY") and _____
_____
("PRINCIPAL") have entered into a _____
(AGREEMENT") by which PRINCIPAL agrees to install and complete certain designated public improvements and to guarantee and warrant the work for a period of One (1) year following its completion and acceptance, which agreement, dated _____, 20__, and identified as
_____
_____
(Name of Project)
is hereby referred to and made a part hereof; and

WHEREAS, said PRINCIPAL is required under the terms of said AGREEMENT to furnish a bond to guarantee and warrant the work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, to comply with the terms of said AGREEMENT; and

NOW, THEREFORE, we, the PRINCIPAL and _____
a_____, admitted and duly authorized to transact business under the laws of the State of California, as Surety ("SURETY"), are held and firmly bound unto the CITY in the penal sum of _____
_____dollars ($_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the PRINCIPAL, his or its heirs, executors, administrators, successors or assigns, shall abide by, and in all respects perform the covenants, conditions and provisions in said AGREEMENT and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY, its officers, agents and employees, as therein stipulated, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the AGREEMENT or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect SURETY'S obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. The SURETY hereby waives the provisions of Section 2819 of the Civil Code.

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the _____day of _____, 20__.

PRINCIPAL:

BY:_____
PRINT NAME: _____
PRINT TITLE: _____

AND

BY: _____
PRINT NAME: _____
PRINT TITLE:_____

SURETY:

BY:_____
PRINT NAME: _____
PRINT TITLE:_____

MAILING ADDRESS:

_____
_____
_____

(Notarization by Surety and copy of Power of Attorney required.)

APPROVED AS TO FORM:

BY: _____
Scott Shapses
Deputy City Attorney

Sample Door Hanger

Project Name

The City of Goleta is pleased to inform you that the PROJECT NAME is about to begin. Our contractor, CONTRACTOR NAME, will be working over the next LENGTH OF PROJECT to construct this project. During that time, CONTRACTOR will be DESCRIPTION OF WORK. We apologize for any inconvenience this may cause and ask for your patience and cooperation so that we may complete this work as soon as possible.

Sign up for email/text notifications from the City on this project here: https://public.govdelivery.com/accounts/CAGOLETA/subscriber/ new**.**

WORK HOURS/PARKING: The work will generally be performed between the hours of 7:30 a.m. and 4:30 p.m. However, there are work hour restrictions in some instances. Local access will be maintained during most of the work. However, parking restrictions will be necessary and will be posted a minimum of 72-hours in advance of the work. Cars will be towed if parked during the no parking dates posted on your street.

TIMELINE: Some or all of the following activities will be performed on your street:

- DESCRIPTION OF ACTIVITY DATE
- DESCRIPTION OF ACTIVITY DATE
- DESCRIPTION OF ACTIVITY DATE

CONTACTS: If you have any questions or need information, please contact:

NAME OF CITY CONTACT PHONE NUMBER

NAME OF CONTRACT CONTACT PHONE NUMBER

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

DLA ASSISTANT ENGINEER'S DAILY REPORT

DOT LAPM 16-C1 (NEW 10/2023)

PROJECT NO. _____ REPORT NO. _____

FEDERAL PROJECT NO. _____ DATE _____

PROJECT NAME _____

CONTRACTOR _____ DAY: ☐ S ☐ M ☐ T ☐ W ☐ TH ☐ F ☐ S (CHECK ONE)

SHIFT HOURS START: _____ STOP: _____

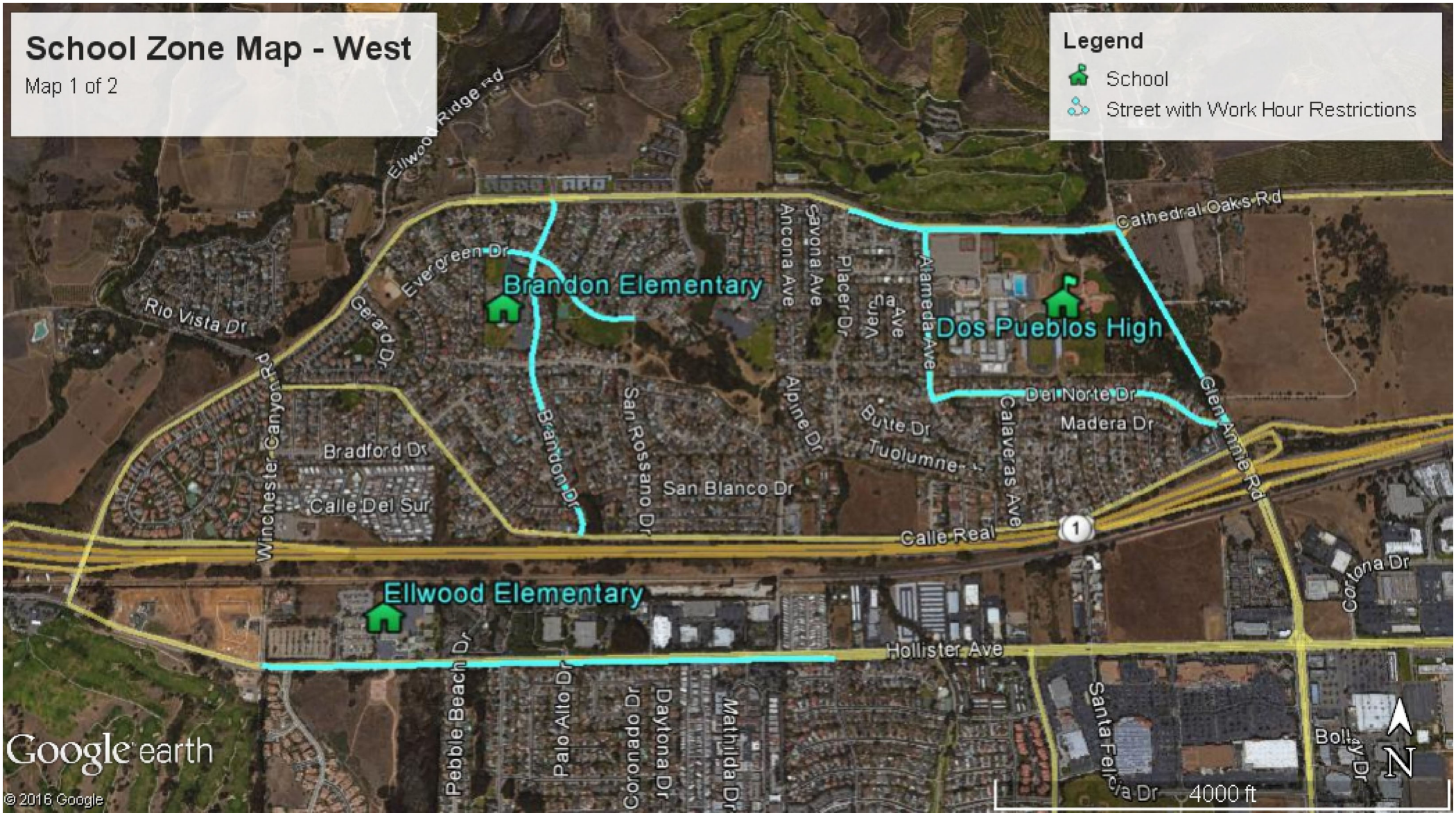
TEMP MIN: _____ MAX: _____

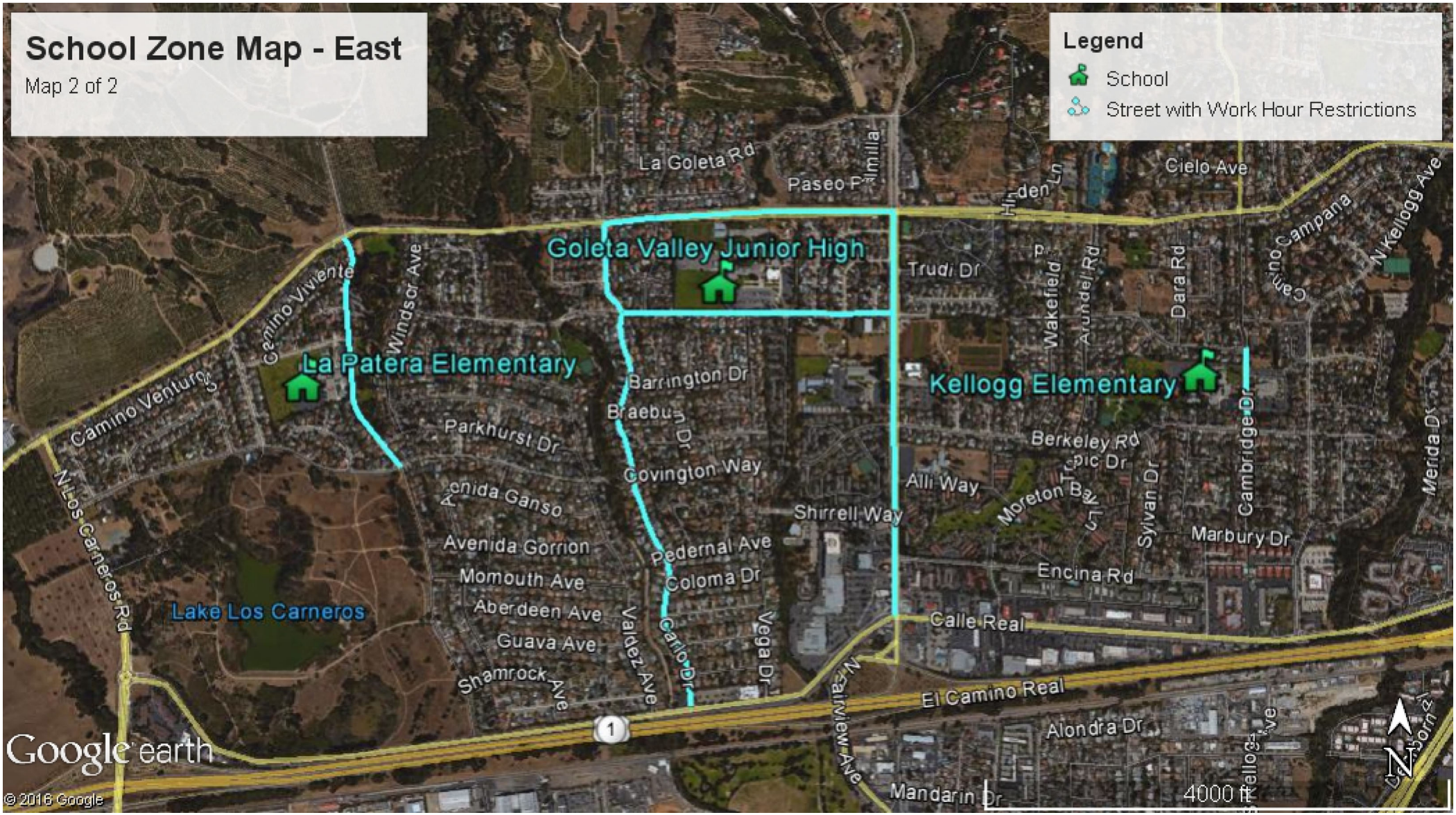
LOCATION OF WORK (ROADWAY and STATIONS)			HOURS – BID ITEM NO./DESCRIPTION								WEATHER CONDITION (TEMP)
			BID ITEM							IDLE OR DOWN	
NAME	CLASSIFICATION	EQUIPMENT TYPE									REMARKS

DESCRIPTION OF WORK PERFORMED FOR THE DAY

NAME	SIGNATURE	TITLE

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School Zone Map - West
Map 1 of 2
Legend
School
Street with Work Hour Restrictions
Brandon Elementary
Dos Pueblos High
Ellwood Elementary
Cathedral Oaks Rd
Evergreen Dr
Rio Vista Dr
Gerard Dr
Winchester Canyon Rd
Bradford Dr
Calle Del Sur
Brandon Dr
San Rossano Dr
San Blanco Dr
Alpine Dr
Ancona Ave
Savona Ave
Placer Dr
Alameda Ave
Del Norte Dr
Madera Dr
Butte Dr
Tuolumne
Calaveras Ave
Glen Annie Rd
Calle Real
Hollister Ave
Pebble Beach Dr
Palo Alto Dr
Coronado Dr
Daytona Dr
Mathilda Dr
Santa Felicia Dr
Corona Dr
Google earth
© 2016 Google
4000 ft
N


School Zone Map - East
Map 2 of 2
Legend
School
Street with Work Hour Restrictions
Goleta Valley Junior High
La Patera Elementary
Kellogg Elementary
La Goleta Rd
Paseo Pimilla
Cielo Ave
Hayden Ln
Trudi Dr
Wakefield Rd
Arundel Rd
Dara Rd
Camino Campana
N Kellogg Ave
Merida Dr
Camino Viviente
Windsor Ave
Camino Ventura
Barrington Dr
Braebus Dr
Parkhurst Dr
Covington Way
Avenida Ganso
Avenida Gorrion
Momouth Ave
Aberdeen Ave
Guava Ave
Shamrock Ave
Pedernal Ave
Coloma Dr
Valdez Ave
Carlo Dr
Vega Dr
Shirrell Way
Berkeley Rd
Topic Dr
Moreton Bay Ln
Alli Way
Sylvan Dr
Cambridge Dr
Marbury Dr
Encina Rd
Calle Real
El Camino Real
Alondra Dr
Mandarin Dr
N Fairview Ave
Los Carneros Rd
Lake Los Carneros
1
Google earth
© 2016 Google
4000 ft
N



APPENDIX H – Temporary No Parking Sign

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

ENCROACHMENT PERMIT APPLICANT: CONTRACTOR(S) AUTHORIZATION FORM

DOT TR-0429 (NEW 12/2022)

The Permittee warrants and represents the Permittee has hired the following prime contractor(s) to perform the approved encroachment activities under Encroachment Permit # _____ on the Permittee's behalf as agents in accordance with Encroachment Permit General Provision #4 or Adopt-A-Highway Special Provision # 3, whichever is part of the Encroachment Permit. The Permittee warrants and represents the Permittee has provided a copy of the Encroachment Permit to the prime contractor(s) listed below, and further warrants and represents that the activities related to the Encroachment Permit, whether performed by the Permittee or by the prime contractor(s) below or by any person or entity acting for or on behalf of the Permittee, will be performed in compliance with all terms, conditions, specifications, standards, provisions, and other requirements of the subject Encroachment Permit. The person signing below warrants and represents such person has authority on behalf of the Permittee to make the warranties and representations contained herein, and to agree to and so bind the Permittee to this page.

List of authorized prime contractors for the encroachment permit:

Contractor Name	Scope of work (Traffic Control/civil work etc.)	Contact Person	Contact Person's Information (Phone # and E-mail)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Permittee	**Name and Title of Person Signing for Permittee (Print)**	**Signature**	**Date**

ENCROACHMENT PERMIT APPLICANT: CONTRACTOR(S) AUTHORIZATION FORM

DOT TR-0429 (NEW 12/2022)

By signing below, each prime contractor acknowledges that such prime contractor has received a copy of Encroachment Permit #_____ and agrees such prime contractor, and such prime contractor's employees, managers, officers, directors, agents, subcontractors, and suppliers, will comply with, and will perform all activities in accordance with, all terms, conditions, specifications, standards, provisions, and other requirements of the Encroachment Permit, including but not limited to notifying the permit inspector as required in the Encroachment Permit and reporting the lane closure notifications per the Encroachment Permit General Provisions (TR-0045). Each person signing on behalf of each prime contractor warrants and represents such person has the authority to make the acknowledgements, warranties, and representations contained herein on behalf of the named prime contractor, and has the authority to agree to and so bind the named prime contractor to this page.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Prime Contractor	Name and Title of Person Signing for Contractor (Print)	Signature	Date
Name of Prime Contractor	**Name and Title of Person Signing for Contractor (Print)**	**Signature**	**Date**
Name of Prime Contractor	**Name and Title of Person Signing for Contractor (Print)**	**Signature**	**Date**
Name of Prime Contractor	**Name and Title of Person Signing for Contractor (Print)**	**Signature**	**Date**

CITY OF GOLETA

APPENDIX B
RESTORATION CONTRACTOR MITIGATION WORK

FOR

SAN JOSE CREEK MULTIPURPOSE PATH PROJECT

Back of Cover Sheet

San Jose Creek Multi-Purpose Path – Northern and Southern Segments Project

Restoration Contractor Scope of Work for Mitigation - On-site San Jose Creek at Northern Segment Off-site Old San Jose Creek at Jonny D. Wallis Park Off-site Old San Jose Creek at Ekwill Street Off-site Devereux Creek at Ellwood Mesa On-site San Jose Creek at Southern Segment

prepared for

City of Goleta
Public Works Department
130 Cremona Drive, Suite B
Goleta, California 93117
Contact: Teresa Lopes, PE, Project Manager

prepared by

Rincon Consultants, Inc.
319 East Carrillo Street, Suite 105
Santa Barbara, California 93101

REVISED May 2025

(Changes are indicated within boxes, with strikethrough and gray highlight for eliminated text and gray highlight for new text)

RINCON CONSULTANTS, INC.
Environmental Scientists | Planners | Engineers
rinconconsultants.com

Table of Contents

1 Introduction....1
1.1 Restoration Contractor Qualifications....2
1.2 Questions and Clarification of The Scope of Work....4
1.3 Required Proposal Items....4
2 Restoration Scope of Work....5
2.1 Schedule....5
2.2 Coordination....6
2.3 Cultural Resources Monitoring....6
2.4 On-site San Jose Creek Along the Northern Segment of the Pathway....6
2.4.1 Preparation and Installation Phases....7
2.4.2 Maintenance Phase....13
2.5 Off-site San Jose Creek at Jonny D. Wallis Park....14
2.5.1 Preparation and Installation Phases....14
2.5.2 Maintenance Phase....17
2.6 Off-site Old San Jose Creek at Ekwill Street....18
2.6.1 Preparation and Installation Phase....18
2.6.2 Maintenance Phase....22
2.7 Off-site Devereux Creek at Ellwood Mesa....22
2.7.1 Preparation and Installation Phase....23
2.7.2 Maintenance Phase....25
2.8 On-site San Jose Creek Along the Southern Segment of the Pathway....25
2.8.1 Preparation and Installation Phase....26
2.8.2 Maintenance Phase....29
3 References....30

Tables

Table 1 Task Summary by Phase and Site....3
Table 2 Restoration Schedule with Tasks....6
Table 3 Plant Palette – On-site San Jose Creek Along the Northern Segment of the Pathway....8
Table 4 Plant Palette – San Jose Creek at Jonny D. Wallis Park....15
Table 5 Plant Palette – Old San Jose Creek at Ekwill Street – Riparian Re-establishment Areas....19
Table 6 Plant Palette – Old San Jose Creek at Ekwill Street – Riparian Enhancement for Monarch Area....20
Table 7 Plant Palette – Devereux Creek at Ellwood Mesa....23
Table 8 Native Plant Palette – San Jose Creek along Southern Segment of the Pathway....27

Figures

Figure 1 Project Location and Mitigation Areas..... F-1
Figure 2 Project Locations..... F-2
Figure 3 San Jose Creek Multi-use Path – Full Extent..... F-3
Figure 4 Restoration Layout – On-site San Jose Creek along Northern Segment of Pathway..... F-4
Figure 5 Restoration Layout – Off-site San Jose Creek at Jonny D. Wallis Park..... F-5
Figure 6 Restoration Layout – Off-site Old San Jose Creek at Ekwill Street..... F-6
Figure 7 Restoration Layout – Off-site Devereux Creek at Ellwood Mesa..... F-7
Figure 8 Restoration Layout – On-site San Jose Creek along Southern Segment of Pathway – Lower Portion..... F-8
Figure 9 Restoration Layout – On-site San Jose Creek along Southern Segment of Pathway – Upper Portion..... F-9

Appendices

Appendix A Mitigation Plan (Rincon 2023)

1 Introduction

The purpose of this Scope of Work is to inform the Restoration Contractor that will be subcontracted to the General Contractor on what will be required to initiate the restoration phase of the City of Goleta (City) San Jose Creek Multi-Purpose Path – Northern and Southern Segments Project (Project). The "Restoration Contractor" is responsible for the habitat restoration scope of work described herein. The "General Contractor" is responsible for the construction scope of work described in the Project Special Provisions and the hiring of the Restoration Contractor. Figure 1 and Figure 2 show the Project site and mitigation sites in relation to each other. Figure 3 shows the City-wide extent of the San Jose Creek Multi-Purpose Path.

The goal of the restoration phase is to fulfill the requirements of IS-MND Mitigation Measures BIO-2 and AES-2 to compensate for the loss of riparian habitat (including riparian trees), salt marsh habitat, upland trees, and jurisdictional waters associated with the Project, and to satisfy anticipated requirements of the U.S. Army Corps of Engineers (USACE), California Department of Fish and Wildlife (CDFW), Central Coast Regional Water Quality Control Board (RWQCB), and California Coastal Commission (CCC), which have jurisdiction over activities affecting San Jose Creek. In accordance with City of Goleta policy, impacts to riparian habitat within the City of Goleta will be mitigated within the City, and impacts within the Coastal Zone will be mitigated within the Coastal Zone. The mitigation will take place on-site at the following locations (see Figure 2):

- On-site San Jose Creek along the northern segment of the Pathway – 0.37 acre
  - Temporary riparian impact area – up to 0.24 acres
- Off-site San Jose Creek at Jonny D. Wallis Park – 0.07 acre
- Off-site Old San Jose Creek at Ekwill Street – 1.45 acres
- Off-site Devereux Creek at Ellwood Mesa – 0.08 acre
- On-site San Jose Creek along the southern segment of the Pathway – 0.38 acre

Restoration of these areas aims to ensure a net gain in the acreage and function of riparian woodland habitat in the San Jose Creek and Devereux Creek watersheds. The woodland corridor adjacent to San Jose Creek, Old San Jose Creek, and Devereux Creek will be expanded and enhanced through the removal of invasive species and installation of native plants. Native species diversity and abundance will be substantially increased along the otherwise non-native dominated portions of these creeks that currently exists.

This Scope of Work for restoration preparation, installation, and maintenance follows the 2023 Mitigation Plan prepared by Rincon Consultants, Inc. (Rincon) (Rincon 2023). The Mitigation Plan is included as Appendix A for reference. This Scope of Work outlines all the responsibilities that are expected of the Restoration Contractor based on the Mitigation Plan and includes a summarization of said document, i.e., restoration preparation, installation, and short-term maintenance (Sections 2.1 and portions of 2.3 of the Mitigation Plan). There are additional restoration-related aspects outlined in the Mitigation Plan that are not part of this Scope of Work and should not be included in the Restoration Contractor bid estimate that includes long-term maintenance, monitoring, and reporting (Sections 2.3, 2.4, and 2.5 of the Mitigation Plan).

Installation of the restoration, including site preparation, is phased by mitigation site and is scheduled for the summer of 2026 through the spring of 2027. Maintenance of the mitigation sites,

defined as the 90-day Plant Establishment Period (PEP), is phased by mitigation site and is scheduled for the winter of 2026 through the spring of 2027. The schedule is further detailed in Section 2.1 further below.

This Scope of Work is organized by mitigation site, then by Installation Phase and Maintenance Phase, then by task. A summary of anticipated tasks is outlined in Table 1 and the locations of the work areas are shown on Figure 2. The detailed Scope of Work is outlined in Section 2. The Scope of Work will be performed by the Restoration Contractor under the oversight by the City-approved Restoration Biologist.

1.1 Restoration Contractor Qualifications

The following are the qualifications that must be met by the restoration and/or native landscaping firm that will conduct the mitigation installation for the Project, herein referred to as the Restoration Contractor.

For the off-site mitigation site, the Restoration Contractor must have experience with installing and maintaining restoration sites as follows:

- The Restoration Contractor shall have successfully completed the installation and long-term maintenance of a minimum of three native habitat restoration projects, each over 3 acres in southern and/or central California.
- The Restoration Contractor shall be experienced with all aspects of habitat restoration and thoroughly familiar with all native plant species listed in the Mitigation Plan, as well as all non-native plant species (including invasive species) common to the Goleta area.
- The Restoration Contractor shall be able to successfully install native plants in remote locations.
- The Restoration Contractor shall be able to successfully install an above ground temporary irrigation system in remote locations.

The Restoration Contractor must possess and provide the following Santa Barbara County pesticide application licensing ~~at the time of the bid submittal~~:

- A pest control business (PCM) or one of its licensed branches (PCB) with a current license issued by California Environmental Protection Agency (EPA) Department of Pesticide Regulation (DPR)
- A person currently licensed as a Qualified Applicator (QAL) and with a Category B (Landscape Maintenance)
- The PCM/PCB and the QAL are required to be registered with the County Commissioner in Santa Barbara County

Additionally, the Restoration Contractor shall provide the following ~~at the time of the bid submittal~~:

- California Contractors “C-27” Landscaping Contractor license
- Certificate of liability insurance

Table 1 Task Summary by Phase and Site

Phase	Task by Mitigation Site				
	On-site San Jose Creek along the Northern Segment of the Pathway	Off-site San Jose Creek at Jonny D. Wallis Park	Off-site Old San Jose Creek at Ekwill Street	Off-site Devereux Creek at Ellwood Mesa	On-site San Jose Creek along the Southern Segment of the Pathway
Preparation and Installation Phases					
	Task NP1: Site Preparation	Task JDW1: Site Preparation	Task ES1: Site Preparation	Task EM1: Site Preparation	Task SP1: Site Preparation
	Task NP2: Plant Installation	Task JDW2: Plant Installation	Task ES2: Plant Installation	Task EM2: Plant Installation	Task SP2: Plant Installation
	Task NP3: Plant Procurement	Task JDW3: Plant Procurement	Task ES3: Plant Procurement	Task EM3: Plant Procurement	Task SP3: Plant Procurement
	Task NP4: Irrigation Design and Installation	Task JDW4: Irrigation Design and Installation	Task ES4: Irrigation Design and Installation	Task EM4: Irrigation Design and Installation	Task SP4: Irrigation Design and Installation
Maintenance Phase					
	Task NP5: Weed Removal and General Maintenance	Task JDW5: Weed Removal and General Maintenance	Task ES5: Weed Removal and General Maintenance	Task EM5: Weed Removal and General Maintenance	Task SP5: Weed Removal and General Maintenance

Task names based on mitigation site names - NP: Northern Path, JDW: Jonny D. Wallis, ES: Ekwill Street, EM: Ellwood Mesa, SP: Southern Path

1.2 Questions and Clarification of The Scope of Work

Questions, requests for explanation, or clarifications in regard to this Scope of Work shall be made in written form and submitted ~~via email to Teresa Lopes, PE, Project Manager, City of Goleta, at tlopes@cityofgoleta.org~~, as described in the Project Special Provisions.

The City will advise all bidding parties of responses to the requests for explanation or clarifications ~~via email~~, as described in the Project Special Provisions. All bidding parties interested in responding to the Scope of Work are advised to check their email for any updates. The bidder is also responsible for ensuring that they have complete bidding documents prior to the bid due date.

A site walk may be scheduled by the City. Details will be transmitted to the confirmed bidders if a site walk is scheduled. Attendance will be limited to a maximum of three (3) persons from each bidder.

1.3 Required Proposal Items

Bidding parties must submit a proposal ~~via email~~ as described in the Project Special Provisions.

The following additional items shall be included in the Restoration Contractor's proposal:

- Technical approach and methodologies
- Proposed resources: include organization chart with proposed staff at management and superintendent level
- Completed bid pricing sheet
- ~~A copy of the State of California C-27 landscape contractor's license and liability insurance~~
- References for at least three other similar projects involving native plants in a natural setting successfully completed within the last 5 years
- ~~A copy of the Santa Barbara County pesticide application license~~

Upon award of the Project, the City may request the following items:

- A copy of the State of California C-27 landscape contractor's license and liability insurance
- A copy of the Santa Barbara County pesticide application license

2 Restoration Scope of Work

The San Jose Creek Multi-Purpose Path – Northern and Southern Segments Project requires on-site restoration adjacent to the project as well as off-site restoration at the following locations (see Figure 1 and Figure 2).

- On-site San Jose Creek along the northern segment of the Pathway – 0.37 acre
  - Temporary riparian impact area – up to 0.24 acres
- Off-site San Jose Creek at Jonny D. Wallis Park – 0.07 acre
- Off-site Old San Jose Creek at Ekwill Street – 1.45 acres
- Off-site Devereux Creek at Ellwood Mesa – 0.08 acre
- On-site San Jose Creek along the southern segment of the Pathway – 0.38 acre

The following summary of work by task will be performed by the Restoration Contractor under the oversight by the City-approved Restoration Biologist. All Installation and Maintenance Phases will adhere to the 2023 Mitigation Plan; specifically, the goal to reach the Performance Criteria. The Performance Criteria established for this Project includes the following (see Section 2.2 of the Mitigation Plan):

- All plantings shall have a minimum of 80% survival the first year and 100% survival thereafter.
- All plantings shall attain 75% cover after three years and 90% cover after five years.
- The mitigation site shall be entirely without supplemental irrigation for a minimum of two years.
- No single species shall constitute more than 50% of the vegetative cover.
- No woody invasive species shall be present.
- Herbaceous invasive species shall not exceed 5% cover.

2.1 Schedule

The restoration services outlined herein will be performed over an approximate timeframe of one and a half years, between August 2026 and spring 2027. The project Special Provisions will establish the timeframe for installation of plants, which is expected to begin in late fall 2026. The restoration work is separated into three phases: Preparation Phase, Installation Phase, and Maintenance Phase. The Preparation Phase includes initial non-native plant removal, erosion control installation as needed, fence installation as needed, and irrigation design. The Installation Phase includes plant procurement, plant installation, and irrigation design and installation. The Maintenance Phase will begin after completing the Installation Phase and will be defined as the 90-day PEP. The Maintenance Phase includes non-native plant removal, watering, and repairing of damage to plants, erosion control devices, fencing, and/or signs as further described below. See Table 2 for a detailed draft restoration schedule. Note that although this schedule is an educated estimate, the General Contractor will provide the actual schedule to be approved by the City. However, no major alterations to the overall project schedule are expected. The Restoration Contractor must coordinate activities with the General Contractor, who is required to submit a Construction Schedule prior to the pre-construction conference.

Table 2 Restoration Schedule with Tasks

Timing	On-site and Off-site Mitigation Sites
Preparation	
Summer 2026	Task NP4, JDW4, ES4, EM4, SP4: Design irrigation system
Early Fall 2026	Task NP1, JDW1, ES1, EM1, SP1: Initial non-native plant removal Task NP3, JDW3, ES3, EM3, SP3: Plant procurement
Installation	
Late Summer/Early Fall 2026	Task NP4, JDW4, ES4, EM4, SP4: Install drip irrigation system
Late Fall/Winter 2026	Task NP2, JDW2, ES2, EM2, SP2: Install container plants
Maintenance (90-day Plant Establishment Period)	
Winter 2026 to Spring 2027	Task NP5, JDW5, ES5, EM5, SP5: Conduct weeding and general maintenance

Task names based on mitigation site names - NP: Northern Path, JDW: Jonny D. Wallis, ES: Ekwill Street, EM: Ellwood Mesa, SP: Southern Path

2.2 Coordination

The Restoration Contractor will work in coordination and oversight by the City-approved Restoration Biologist. The City-approved Restoration Biologist will provide oversight for plant stock; container plant installation locations and layout; non-native plant removal; success criteria; and irrigation schedules. The City-approved Restoration Biologist will be on-site regularly to direct work as needed.

2.3 Cultural Resources Monitoring

The project area is generally sensitive for cultural resources. Therefore, a cultural resources education and monitoring program will be established to be implemented during construction per the project's Initial Study-Mitigated Negative declaration (IS-MND). The education program will describe the roles and responsibilities of the archaeologist and Native American monitor, identify what types of resources may be found in the area, procedures to follow in the event of a find, and discuss the regulatory protections for resources and identify the penalties for the destruction or unauthorized collection of cultural resources. Each team member from the Restoration Contractor crew is required to attend a cultural resources education program, which will be offered prior to the Installation Phase and at any time during the Installation Phase and/or Maintenance Phase if new crew members are employed. It is anticipated based on the requirements of other City mitigation projects in the immediate vicinity of the off-site mitigation sites that the cultural resources education program will extend to the off-site mitigation sites as well.

The preparation of the cultural resources education program will not be the responsibility of the Restoration Contractor. The summary above is included herein for informational purposes only.

2.4 On-site San Jose Creek Along the Northern Segment of the Pathway

The mitigation site is located largely along the east side of the northern segment of the pathway and on the west side of San Jose Creek (see Figure 4). Re-establishment of 0.37 acre of riparian woodland will occur. In addition, mitigation for permanent impact to upland trees will occur along

Calle Real, south of the path, north of U.S. Route 101, and west of San Jose Creek. Lastly, up to 0.24 acre of temporary impacts may occur during construction along the path within the riparian habitat. The additional riparian enhancement area, where only weeding will occur, is not included herein.

The mitigation site will be accessed by vehicle via the closest public road, then from the pathway as feasible on foot or with a small vehicle, i.e., small pickup truck or utility side-by-side. Staging areas will mainly be located near the vehicles; however, smaller temporary staging areas may be sited within the planting areas. Staging areas will be contained to the smallest footprint possible and will not disturb native vegetation.

The following outlines the scope of work by preparation/installation and maintenance phases, then by task. Tasks are named as NP for the northern segment of the pathway.

2.4.1 Preparation and Installation Phases

Task NP1: Site Preparation

The City-approved Restoration Biologist will work with the General Contractor and Restoration Contractor to stake the limits of restoration. Prior to installation, the site will need to be prepared for restoration activities. Site preparation includes the following:

- Non-native plants will be removed from the site using hand removal methods, such as hand-held weed whips, loppers, and hoes. If hand removal is not feasible due to the characteristics of the species, such as resistance to hand removal methods, the size of the plants, or the number of plants, perennial invasive non-native species may be treated with herbicides. Herbicide application conditions are as follows:
  - Only individual plants will be treated; no blanket spraying efforts will be allowed.
  - If herbicide is applied, it will be applied during dry and low wind conditions in order to prevent conveyance of herbicide into drainages or other non-targeted areas.
  - Herbicide application must be performed by a licensed applicator that can identify the species to be treated and is experienced in the handling and application of herbicides.
  - Herbicides must be approved for use by the City of Goleta prior to application and allowed under permit and property conditions.
  - Only herbicides approved for use near or in water, such as AquaMaster™ or equivalent, will be used if necessary.
- All tools, equipment, vehicles, clothing and footwear, and other gear shall be cleaned to remove soil, seeds, and other plant parts before accessing the restoration area.
- Vegetation with potential to contain bird nests will not be removed during the breeding bird season (approximately February 1 through August 31) unless a City-approved biologist determines that it does not contain active bird nests. Tree removal will not occur during the monarch butterfly aggregation season (approximately October 1 through March 31) if aggregating monarchs are present.
- If needed, install temporary fencing, made of green construction mesh-like fence approximately 4 feet high and t-posts (or similar). Fencing will follow the outer borders of each planting area.
- If needed, install temporary signage, such as laminated 8.5”x11” paper signs, to alert the Project team and the public of restoration efforts.

Timing

The construction schedule will be confirmed by the General Contractor so that the on-site restoration areas are made available for restoration activities to the extent feasible, beginning in early fall 2026.

Task NP2: Plant Installation

Plant installation will require specific timing and spacing between planting as described in the 2023 Mitigation Plan. Within the 0.37-acre riparian re-establishment site, a total of 645 plants will be needed for the re-establishment and enhancement of habitat at the northern segment (see Figure 4). Table 3 provides a representative palette of native species that may be used for each habitat treatment type. The City-approved Restoration Biologist will flag the exact location of each planted area and provide field oversight while the plants are installed.

Table 3 Native Plant Palette – On-site San Jose Creek Along the Northern Segment of the Pathway

Scientific Name	Common Name	Quantity[1]
Riparian Trees[2]		
Juglans californica	Southern California black walnut	3
Platanus racemosa	Western sycamore	30
Populus trichocarpa	black cottonwood	32
Quercus agrifolia	coast live oak	6
Salix lasiolepis	arroyo willow	37
Umbellularia californica	California bay	3
Subtotal		**Up to 111**
Shrubs		
Baccharis salicifolia	mulefat	39
Frangula californica	California coffeeberry	38
Heteromeles arbutifolia	toyon	38
Lonicera subspicata var. *subspicata*	Santa Barbara honeysuckle	20
Phacelia ramosissima	branching phacelia	38
Sambucus mexicana (*S. nigra*)	blue elderberry	20
Subtotal		**193**
Grasses, Forbs, and Vines		
Artemisia douglasiana	mugwort	17
Bromus carinatus	California brome	41
Carex barbarae	Santa Barbara sedge	17
Clematis ligusticifolia	creek clematis	17
Distichlis spicata	saltgrass	17
Elymus condensatus	giant wild rye	17
Elymus triticoides	alkali ryegrass	17
Euthamia occidentalis	Western goldenrod	17
Hordeum brachyantherum subsp. *californicum*	California barley	17
Juncus patens	common California rush	17
Juncus phaeocephalus	brown-headed rush	17

Scientific Name	Common Name	Quantity[1]
Juncus textilis	Basket rush	17
Juncus xiphioides	iris-leaved rush	17
Rosa californica	California rose	17
Rubus ursinus	California blackberry	17
Salvia spathacea	hummingbird sage	17
Scrophularia californica	California figwort	17
Solidago velutina subsp. *californica*	velvety goldenrod	17
Verbena lasiostachys	verbena	17
Subtotal		**340**
Total		**645**

TBD = To be determined

[1] Riparian trees will be installed as 1-gallon containers or ½-gallon tree tubes at 10-foot spacing. Herbs and shrubs will be installed as 1-gallon or 4-inch containers at 5-foot spacing. These quantities are general guidelines and are subject to change based on availability from the nursery and site conditions.

[2] The native trees that will be installed in the temporary impact areas are included in the quantities.

In addition, mitigation for permanent impact to upland trees will occur along Calle Real, south of the path, north of U.S. Route 101, and west of San Jose Creek. Twenty coast live oak trees will be installed.

Lastly, up to 0.24 acre of temporary impacts may occur during construction along the path within the riparian habitat. Individual riparian trees will be installed in these areas as described above for the riparian re-establishment; quantities are included therein. Herbs and shrubs will also be installed to provide native cover and help reduce potential erosion issues. Quantities are not provided herein as the temporary impact areas are dependent upon the final footprint of construction, although the number of plants needed will likely be minimal and under 30.

Installation of the container plants will involve the following:

- Within the 0.37-acre riparian re-establishment area, up to 111 riparian trees will be installed as 1-gallon containers or ½-gallon tree tubes at 10-foot spacing. This quantity of trees includes those that will be installed within the temporary impact areas.
- Within the 0.37-acre riparian re-establishment area, 533 native herbs and shrubs will be installed as 1-gallon or 4-inch containers at 5-foot spacing.
- Along Calle Real, 20 coast live oak trees will be installed as 15-gallon containers or 24-inch or 36-inch boxes at approximately 10 to 15-foot spacing.
- Within the 0.24-acre temporary impact area within the riparian area, quantities are unknown and the number of plants need will likely be minimal and under 30.
- Holes for the smaller container plants will be dug by hand using a shovel, hang auger, or similar device.
- Holes for the larger trees along Calle Real will be dug with medium or light-duty equipment as needed.
- The rootball, stems or branches of container plants shall not be disturbed.
- Planting pits will be backfilled with native soil and wood mulch will be placed round each plant.

- Mulch will be placed around each container plant at a depth of at least 3 inches, and at least a 2-foot radius for trees and a 1-foot radius for other species. If generated, the mulch from the removed non-native trees would be allowed some time to dry and then would be used around installed plants as feasible. Additional mulch originating from Santa Barbara may be acquired as needed, such as mulch available from the County's South Coast Recycling and Transfer Station. All purchased mulch will be free of Argentine ants.
- Each container plant will be immediately watered by a drip emitter system or by hand as conditions allow. Long-term irrigation will be applied and discussed in Task NP4 below.
- Erosion control materials will be installed as needed and may include low silt fences, hay bales at the base of slopes, and/or straw wattle only. The quantity of erosion control materials that is expected to be needed is minimal; materials would only be used within the mitigation areas and not for the construction portion of the project.
- If needed, signage and temporary construction fencing will be placed around the mitigation sites to inform people to stay out of the restoration area as described in Task NP1.

Timing

To the extent feasible, plant installation will coincide with the first major winter storm when soil conditions are moist. Installation is expected to occur in late fall/winter 2026. Adjacent construction may need to be accounted for access and safety purposes.

Task NP3: Plant Procurement

The native plant materials in Table 3 will be contracted through a qualified native nursery that propagates plants from local genetic stock in coordination with the City-approved Restoration Biologist. The approximate cost that will need to be paid by the Restoration Contractor for the five on-site and off-site mitigation sites is approximately $14,000, which should be included as a line item in the Restoration Contractor's cost estimate. Assume that the Restoration Contractor will need to pick up the plants at the nursery on a daily or regular basis and bring them to the site; therefore, there will be no delivery fee. Assume that only a very limited number of plants can be stored safely on-site overnight. If plants remain on-site longer than the day on which they are installed, they must be watered daily until they are installed.

The large coast live oaks installed along the path along Calle Real as visual screening will be commercially available California natives with relatively low restrictions for the genetic requirements. The approximate cost that will need to be paid by the Restoration Contractor for 36-inch box trees is $30,000, which should be included as a line item in the Restoration Contractor's cost estimate. However, please note smaller trees may be used in coordination with the City and Restoration Biologist during the Preparation Phase.

Timing

A 40% deposit for the 1-gallon container plants of local genetic stock will need to be paid by the Restoration Contractor at the time the plants are ordered and the final 60% payment installment must be paid by the Restoration Contractor at the time of plant pick up. The payment for the 36-inch box trees must be paid by the Restoration Contractor at the time of plant pick up. Plant procurement will occur in fall/winter 2026.

Task NP4: Irrigation Design and Installation

For the northern section of the pathway, from its southern terminus to U.S. Highway 101, the Restoration Contractor will design and install a temporary above ground drip irrigation system. The irrigation system should be set up to target individual plants, i.e., drip emitters, and should avoid watering in between the plants to help prevent the growth of non-natives. Irrigation materials cannot be installed in areas where creek flows would be prohibitive. The irrigation source will be a temporary pressurized water tank or water truck, or as determined by the Restoration Contractor, staged at the southern terminus of the path where it meets Armitos Avenue, on the west side of San Jose Creek.

A maximum of 0.61 acre (0.37 acre for the re-establishment areas and up to 0.24 acre for the adjacent temporary impact areas) will require a temporary irrigation system to be designed and installed by the Restoration Contractor. The design of the irrigation system is up to the Restoration Contractor based on their experience and site conditions observed during the site walk; however, primary lines should be installed before plant installation and secondary/lateral lines should be installed after plant installation. The irrigation system will be designed by a qualified irrigation specialist as an aboveground temporary drip irrigation system, which will persist for 5 years with regular maintenance, and can be easily removed at the end of 5 years. The irrigation system will be designed so that it is automated, powered by either batteries or solar operated controllers, and will be weather sensor compatible. Primary lines will be of 2-inch-diameter schedule (or larger diameter if deemed necessary by the Restoration Contractor) 40 polyvinyl chloride (PVC). Any variations from these materials specifications must be indicated in the bid estimate. The irrigation design will be schematic and does not need to include a licensed architect or engineer stamp.

~~Water to be used during the restoration preparation, installation, and maintenance will be supplied by the City for the Restoration Contractor and shall be of suitable quality for irrigation. For the northern section of the pathway, from its southern terminus to U.S. Highway 101, the irrigation source will be the irrigation main lateral line located at Armitos Park. For the upland trees along Calle Real, the irrigation source will be the same as what the City uses for the street median immediately to the north.~~

For the upland trees along Calle Real, the irrigation source will be tree watering bags, or as determined by the Restoration Contractor.

Water to be used during the restoration preparation, installation, and maintenance will be supplied by the Restoration Contractor and shall be of suitable quality for irrigation.

Following award of the contract, the City will supply the Restoration Contractor with site specifications needed to complete the irrigation system design (e.g., water pressure details, etc.). The Restoration Contractor will work with the City-approved Restoration Biologist to ensure that the design meets all materials and site specifications and will submit a draft irrigation design to the City for approval by early summer 2026. The irrigation design shall be prepared in computer-aided design and drafting (CADD), or similar program that is acceptable in the landscape industry. The irrigation design drawings do not need to be stamped by a licensed irrigation designer. The City will provide comments to be incorporated into the final irrigation design so that it can be installed in late summer/early fall 2026 prior to plant installation.

Timing

The Restoration Contractor will finalize the irrigation design in summer 2026 prior to plant installation. The Restoration Contractor will install the irrigation system on-site before or after initial non-native vegetation removal, depending on a mutual agreement between the Restoration Contractor and City. The City-approved Restoration Biologist will provide oversight in the field. The irrigation system will be installed in late summer/early fall 2026, prior to plant installation in late fall/early winter 2026.

2.4.2 Maintenance Phase

The Restoration Contractor will maintain the restoration site throughout the Installation Phase and 90-day PEP. Once the City and Restoration Biologist deems the restoration installation complete for each site, the 90-day PEP will begin. Maintenance will include non-native plant removal, watering, replanting if any die as a result of neglect by the Restoration Contractor, and repairing of damage to plants, erosion control devices, fencing, and/or signs that are a result of erosion or vandalism. The Restoration Contractor will also adhere to the following measures during the Maintenance Phase:

- Large plants with potential to contain bird nests will not be removed during the breeding bird season (March 1 to September 15) unless the City-approved Restoration Biologist determines that it does not contain active bird nests.
- Tree removal will not occur during the monarch butterfly aggregation season (October 1 through March 31) if aggregating monarchs are present.

Task NP5: Weed Removal and General Maintenance

Weed removal at the restoration site will include the following:

- Non-native plants will be removed primarily using hand removal methods. If hand removal is not feasible due to species resistance to hand removal methods, the size of the plant, or the number of plants, perennial invasive non-native species may be treated with herbicides. Herbicide application requirements are described in Task NP1.
- All tools, equipment, vehicles, clothing and footwear, and other gear shall be cleaned to remove soil, seeds, and other plant parts before accessing the restoration area.
- Frequency: One “event” or site visit will be equal to 1 day (or more if necessary) and include a crew of an appropriate size to remove weeds throughout the mitigation site in one event. Specifically, non-native plants will be removed from within a 3-foot radius of each mitigation tree. During the Installation Phase, weeding must be conducted so that the site and installed native plants do not become overrun or dominated by weeds, the frequency will be dependent upon site conditions. A minimum of one event per month is required. Assume a minimum of 3 events will be required during the 90-day PEP, spaced a maximum of 1 month and a minimum of 2 weeks apart over the 90-day PEP.

General maintenance at the restoration site will include the following:

- The Restoration Contractor will be responsible for installing a temporary aboveground irrigation system (see Task NP4 above), maintain the system, and water the plants immediately after installation and for the duration of the 90-day PEP.
- The City of Goleta-approved Restoration Biologist will establish an irrigation schedule in conjunction with the Restoration Contractor. Irrigation will be scheduled to maximize growth of native species and will account for natural rainfall, while minimizing growth of invasive non-native plants. Generally, if irrigation is needed, more irrigation will be provided during the growing season (winter and spring) to mimic seasonal weather patterns, and minimal irrigation will be provided during the summer and fall as needed to keep plants alive.
- Conduct routine activities to maintain the plantings in a healthy condition.
    - If plants die during the 90-day PEP due to the techniques employed by the Restoration Contractor, i.e., not due to natural causes, the Restoration Contractor will be responsible for replacement planting and/or seeding.

- Maintain fencing and signage.
- Remove trash.
- Control erosion of the mitigation site.
- Ensure applicable performance criteria are being achieved to the extent feasible, in coordination with the Restoration Biologist.

Timing

Weed removal will occur throughout the Installation Phase, with a focus on the peak growing season in the winter 2026. Weed removal will also be conducted during the Maintenance Phase, i.e., through the 90-day PEP, approximately winter 2026 through spring 2027. General maintenance will be conducted during the Installation Phase, as well as through the 90-day PEP.

2.5 Off-site San Jose Creek at Jonny D. Wallis Park

The restoration site is located along the eastern boundary of Jonny D. Wallis Park and on the west side of San Jose Creek, see Figure 5.

Re-establishment of 0.07 acre of riparian woodland is required. Additionally, individual riparian trees will be installed along the edge of the existing riparian canopy, within the park grounds where an unmaintained or semi-natural understory occurs as further described below. The additional riparian enhancement area, where only weeding will occur, is not included herein.

The mitigation site will be accessed by vehicle via the park parking lot, then from the pathway as feasible on foot or with a small vehicle, i.e., utility side-by-side. Staging areas will mainly be located near the vehicles; however, smaller staging areas may be sited within the planting areas. Staging areas will be contained to the smallest footprint possible and will not disturb native vegetation.

The following outlines the scope of work by preparation/installation and maintenance phases, then by task. Tasks are named as JDW for Jonny D. Wallis Park.

2.5.1 Preparation and Installation Phases

Task JDW1: Site Preparation

The City-approved Restoration Biologist will work with the General Contractor and Restoration Contractor to stake the limits of restoration. Prior to installation, the site will need to be prepared for restoration activities. Site preparation, including non-native weed removal, herbicide application, installation of temporary fencing, and installation of temporary signage will be conducted as described in Task NP1 above. In addition, one goldenrain (*Koelreuteria paniculata*) tree at Jonny D. Wallis Park will need to be removed/treated prior to restoration installation. Removal/treatment will occur before planting begins in the area. Dependent upon the City's need for safety and protecting existing infrastructure at the park or protecting native plants that may be present, the tree may be removed or girdled and left in place. For those tree(s) that can be removed, stump grinding or similar method will be used to remove most of the trunk to ground level or to 6-12 inches below ground level if possible. Holes will then be made mechanically within the root zone to allow for native plants to be installed. If the stump can be removed to 6-12 inches below ground level, soil will be placed in the hole and plants will be installed there as well. Trees may be chipped on-site, and chipped trees may be used as mulch after they have dried out. For those trees that can be girdled, girdling will occur by removing the bark around the entire

circumference of the trunk, thereby preventing transport of water and nutrients, and killing the tree.

Timing

Preparation is expected to occur in early fall 2026.

Task JDW2: Plant Installation

Plant installation will require specific timing and spacing between planting as described in the 2023 Mitigation Plan. Within the 0.29-acre re-establishment site, a total of 122 plants will be needed for creation of habitat at Jonny D. Wallis Park (see Figure 5). Table 4 provides a representative palette of native species that may be used for each habitat treatment type. The City-approved Restoration Biologist will flag the exact location of each planted area and provide field oversight while the plants are installed.

In addition, mitigation will occur along the edge of the existing riparian canopy within the park grounds. Specifically, these areas include park grounds along the existing footpaths where the understory is comprised of installed landscape or ornamental native plants and minimally maintained by weeding and/or mulching. Up to 8 riparian trees will be installed in these areas (5 black cottonwoods [*Populus trichocarpa*] and 3 coast live oaks [*Quercus agrifolia*]), which are included in Table 4. The 8 existing western sycamore x London plane hybrid trees (*Platanus racemosa* x *P. hispanica*) will be removed by the Restoration Contractor and replaced by the Restoration Contractor with native western sycamore trees that have been locally sourced by a qualified native nursery from cuttings from known pure genetic stock, e.g., the Sister Witness Tree.

Table 4 Native Plant Palette – San Jose Creek at Jonny D. Wallis Park

Scientific Name	Common Name	Quantity[1]
Riparian Trees[2]		
Juglans californica	Southern California black walnut	3
Platanus racemosa	Western sycamore	4
Populus trichocarpa	black cottonwood	11
Quercus agrifolia	coast live oak	3
Salix lasiolepis	arroyo willow	3
Subtotal		**Up to 24**
Shrubs		
Baccharis salicifolia	mulefat	8
Frangula californica	California coffeeberry	7
Heteromeles arbutifolia	toyon	7
Lonicera subspicata var. *subspicata*	Santa Barbara honeysuckle	4
Phacelia ramossisima	branching phacelia	7
Sambucus mexicana (*S. nigra*)	blue elderberry	4
Subtotal		**37**
Grasses, Forbs, and Vines		
Artemisia douglasiana	mugwort	3
Bromus carinatus	California brome	6

Scientific Name	Common Name	Quantity[1]
Carex barbarae	Santa Barbara sedge	3
Clematis ligusticifolia	creek clematis	3
Distichlis spicata	saltgrass	3
Elymus condensatus	giant wild rye	3
Elymus triticoides	alkali ryegrass	3
Euthamia occidentalis	Western goldenrod	3
Hordeum brachyantherum subsp. *californicum*	California barley	3
Juncus patens	common California rush	3
Juncus phaeocephalus	brown-headed rush	3
Juncus textilis	Basket rush	3
Juncus xiphioides	iris-leaved rush	3
Rosa californica	California rose	3
Rubus ursinus	California blackberry	3
Salvia spathacea	hummingbird sage	3
Scrophularia californica	California figwort	3
Solidago velutina subsp. *californica*	velvety goldenrod	3
Verbena lasiostachys	verbena	3
Subtotal		**61**
Total		**122**

[1] In the re-establishment area, riparian trees will be installed as 1-gallon containers or ½-gallon tree tubes at 10-foot spacing. In the park grounds, riparian trees will be installed as 15-gallon containers, 1-gallon containers, or ½-gallon tree tubes at 10-foot spacing. Herbs and shrubs will be installed as 1-gallon or 4-inch containers at 5-foot spacing. These species and quantities are general guidelines and are subject to change based on availability from the nursery and site conditions.

[2] The native trees that will be installed in the park grounds, outside of the re-establishment area, are included in the quantities.

Installation of plants in the tables above will involve the following:

- Within the 0.29-acre riparian re-establishment area, up to 16 riparian trees will be installed as 1-gallon containers or ½-gallon tree tubes at 10-foot spacing.
- Within the 0.29-acre riparian re-establishment area, 98 native herbs and select will be installed as 1-gallon or 4-inch containers at 5-foot spacing.
- For the individual riparian trees within the park grounds, 8 riparian trees will be installed as 15-gallon containers, 1-gallon containers, or ½-gallon tree tubes at 10-foot spacing. If available, the 15-gallon size is preferred for the park grounds and will be installed.
- For the replacement of native western sycamores within the park grounds, 8 trees will be installed as 1-gallon containers or ½-gallon tree tubes.
- Holes for the smaller container plants will be dug by hand using a shovel, hang auger, or similar device.
- Holes for the larger trees within the park grounds will be dug with medium or light-duty equipment as needed.
- Installation techniques will occur as described in Task NP2.

Timing

To the extent feasible, plant installation will coincide with the first major winter storm when soil conditions are moist. Installation is expected to occur in late fall/winter 2026.

Task JDW3: Plant Procurement

The native plant materials in Table 4, as well as the replacement western sycamores within the park grounds, will be contracted by the City through a qualified native nursery that propagates plants from local genetic stock in coordination with the City-approved Restoration Biologist as described in Task NP3; the price to be paid by the Restoration Contractor for the plant stock is included therein.

The large black cottonwoods and coast live oaks installed within the park grounds will be commercially available California natives with relatively low restrictions for the genetic requirements. The approximate cost that will need to be paid by the Restoration Contractor for 15-gallon box trees is $1,200, which should be included as a line item in the Restoration Contractor's cost estimate. However, please note smaller trees may be used in coordination with the City and Restoration Biologist during the Preparation Phase.

Timing

For the local genetic stock, timing will occur as described for Task NP3. The payment for the 15-gallon box trees must be paid by the Restoration Contractor at the time of plant pick up. Plant procurement will occur in fall/winter 2026.

Task JDW4: Irrigation Design and Installation

The Restoration Contractor will design and install a temporary above ground drip irrigation system as described in Task NP4 above for the 0.07-acre re-establishment area.

The irrigation source will be a temporary pressurized water tank, or as determined by the Restoration Contractor. Water to be used during the restoration preparation, installation, and maintenance will be the responsibility of the Restoration Contractor and will be of suitable quality for irrigation.

~~Water to be used during the restoration preparation, installation, and maintenance will be furnished on-site by the City for the Restoration Contractor and will be of suitable quality for irrigation. The Restoration Contractor will have the authority to use water as needed to fulfill the irrigation tasks through the General Contractor's closeout.~~

Timing

As described in Task NP4, the Restoration Contractor will finalize the irrigation design in summer 2026 prior to plant installation. The Restoration Contractor will install the irrigation system on-site before or after initial non-native vegetation removal, depending on a mutual agreement between the Restoration Contractor and City. The City-approved Restoration Biologist will provide oversight in the field. The irrigation system will be installed in late summer/early fall 2026, prior to plant installation in late fall/early winter 2026.

2.5.2 Maintenance Phase

The Restoration Contractor will maintain the restoration site throughout the Installation Phase and 90-day PEP. Once the City deems the restoration installation complete, the 90-day PEP will begin.

Maintenance will include non-native plant removal, watering, replanting, and repairing of damage to plants, erosion control devices, fencing, and/or signs that are a result of erosion or vandalism. The Restoration Contractor will also be adhered to the following measures during the Maintenance Phase:

- Large plants with potential to contain bird nests will not be removed during the breeding bird season (March 1 to September 15) unless the City-approved Restoration Biologist determines that it does not contain active bird nests.
- Tree removal will not occur during the monarch butterfly aggregation season (October 1 through March 31) if aggregating monarchs are present.

Task JDW5: Weed Removal and General Maintenance

Weed removal and general maintenance will be conducted at the restoration site as described in Section 2.4.2 and Task NP5.

Timing

As described in Task NP5, weed removal will occur throughout the Installation Phase, with a focus on the peak growing season in the winter 2026. Weed removal will also be conducted during the Maintenance Phase, i.e., through the 90-day PEP, approximately winter 2026 through spring 2027. General maintenance will be conducted during the Installation Phase, as well as through the 90-day PEP.

2.6 Off-site Old San Jose Creek at Ekwill Street

The mitigation site is located north of the soon to be constructed Ekwill Street along, east of Pine Street, along Old San Jose Creek, see Figure 6.

Re-establishment of 0.58 acre of riparian woodland and 0.87 acre of riparian enhancement for monarchs, for a total of 1.45 acres is required. The extent of the riparian woodland will be enhanced with a variety of native species that provide important food and shelter sources for a variety of wildlife species. The eucalyptus grove that comprises a portion of the mitigation site will be restored specifically for monarchs.

The mitigation site will be accessed by vehicle via the closest public road, then by foot. Staging areas will mainly be located near the vehicles; however, smaller staging areas may be sited within the planting areas. Staging areas will be contained to the smallest footprint possible and will not disturb native vegetation.

The following outlines the scope of work by preparation/installation and maintenance phases, then by task. Tasks are named as ES for Ekwill Street.

2.6.1 Preparation and Installation Phase

Task ES1: Site Preparation

The City-approved Restoration Biologist will work with the General Contractor and Restoration Contractor to stake the limits of restoration. Prior to installation, the site will need to be prepared for restoration activities. Site preparation, including non-native weed removal, herbicide application, installation of temporary fencing, and installation of temporary signage will be

conducted as described in Task NP1 above. In addition, many black locust trees (*Robinia pseudoacacia*) at Old San Jose Creek at Ekwill Street will need to be removed/treated prior to restoration installation. Removal/treatment will occur as described in Task JDW1 above.

Timing

Preparation is expected to occur in early fall 2026. Tree removal will not occur during the monarch butterfly aggregation season (approximately October 1 through March 31) if aggregating monarchs are present.

Task ES2: Plant Installation

Plant installation will require specific timing and spacing between planting as described in the 2023 Mitigation Plan. Within the 0.58-acre re-establishment site, up to 1,011 plants will be needed for the re-establishment of riparian woodland (see Figure 6). Table 5 provides a representative palette of native species that may be used for each habitat treatment type. The City-approved Restoration Biologist will flag the exact location of each planted area and provide field oversight while the plants are installed.

Table 5 Native Plant Palette – Old San Jose Creek at Ekwill Street – Riparian Re-establishment Areas

Scientific Name	Common Name	Quantity[1]
Riparian Trees		
Juglans californica	Southern California black walnut	20
Platanus racemosa	western sycamore	15
Populus trichocarpa	black cottonwood	50
Quercus agrifolia	coast live oak	20
Salix lasiolepis	arroyo willow	30
Umbellularia californica	California bay	15
Subtotal		**Up to 150**
Shrubs		
Baccharis pilularis	Coyote bush	48
Baccharis salicifolia	mulefat	51
Frangula californica	California coffeeberry	48
Heteromeles arbutifolia	toyon	48
Lonicera subspicata var. *subspicata*	Santa Barbara honeysuckle	30
Phacelia ramossisima	branching phacelia	48
Sambucus mexicana (*S. nigra*)	blue elderberry	30
Subtotal		**303**
Grasses, Forbs, and Vines		
Artemisia douglasiana	mugwort	29
Bromus carinatus	California brome	44
Carex barbarae	Santa Barbara sedge	29
Clematis ligusticifolia	creek clematis	29
Distichlis spicata	saltgrass	29

Scientific Name	Common Name	Quantity[1]
Elymus condensatus	giant wild rye	20
Elymus triticoides	alkali ryegrass	29
Euthamia occidentalis	Western goldenrod	29
Hordeum brachyantherum subsp. *californicum*	California barley	29
Juncus patens	common California rush	29
Juncus phaeocephalus	brown-headed rush	29
Juncus textilis	Basket rush	29
Juncus xiphioides	iris-leaved rush	29
Rosa californica	California rose	29
Rubus ursinus	California blackberry	29
Salvia spathacea	hummingbird sage	29
Scrophularia californica	California figwort	29
Solidago velutina subsp. *californica*	velvety goldenrod	29
Verbena lasiostachys	verbena	29
Subtotal		**557**
Total		**1,011**

TBD = To be determined

[1] Riparian trees will be installed as 1-gallon containers or ½-gallon tree tubes at 10-foot spacing. Herbs and shrubs will be installed as 1-gallon or 4-inch containers at 5-foot spacing. These species and quantities are general guidelines and are subject to change based on availability from the nursery and site conditions.

Plant installation within the 0.87-acre enhancement site will occur within the eucalyptus grove that comprises this middle section of the mitigation site to be restored specifically for monarch butterflies. In coordination with a monarch biologist, the City-approved Restoration Biologist will take special care to install a native planting "perimeter" around the existing eucalyptus habitat to help protect the grove and provide a wind buffer for the monarchs. Table 6 below includes the native plant palette that may be used for each habitat treatment type. The City-approved Restoration Biologist will flag the exact location of each planted area and provide field oversight while the plants are installed.

Table 6 Native Plant Palette – Old San Jose Creek at Ekwill Street – Riparian Enhancement for Monarch Area

Scientific Name	Common Name	Quantity[1]
Shrubs		
Baccharis pilularis	Coyote bush	5
Eriogonum fasciculatum	California buckwheat	5
Isocoma menziesii	coastal goldenbush	5
Mimulus aurantiacus	bush monkeyflower	5
Rhus integrifolia	lemonade berry	8
Subtotal		**28**
Grasses, Forbs, and Vines		
Dichelostemma capitatum	blue dicks	13

Scientific Name	Common Name	Quantity[1]
Euthamia occidentalis	western goldenrod	13
Helianthus californicus	California sunflower	13
Solidago velutina subsp. *californica*	velvety goldenrod	13
Verbena lasiostachys var. *lasiostachys*	verbena	14
Subtotal		**66**
Total		**95**

TBD = To be determined

[1] Herbs and shrubs will be installed as 1-gallon or 4-inch containers at 5-foot spacing. These species and quantities are general guidelines and are subject to change based on availability from the nursery and site conditions.

Installation of plants in the Table 5 and Table 6 above will involve the following:

- Riparian trees will be installed as 1-gallon containers or ½-gallon tree tubes at 10-foot spacing.
- Herbs and shrubs will be installed as 1-gallon or 4-inch containers at 5-foot spacing.
- Holes for the container plants will be dug by hand using a shovel, hang auger, or similar device.
- Installation techniques will occur as described in Task NP2.

Timing

To the extent feasible, plant installation will coincide with the first major winter storm when soil conditions are moist. Installation is expected to occur in late fall/winter 2026. Adjacent construction may need to be accounted for access and safety purposes.

Task ES3: Plant Procurement

The native plant materials in Table 5 and Table 6 will be contracted through a qualified native nursery that propagates plants from local genetic stock in coordination with the City-approved Restoration Biologist as described in Task NP3; the price to be paid by the Restoration Contractor for the plant stock is included therein.

Timing

For the local genetic stock, timing will occur as described for Task NP3.

Task ES4: Irrigation Design and Installation

The Restoration Contractor will design and install a temporary above ground drip irrigation system as described in Task NP4 above for the 0.29 re-establishment area and the perimeter of the 0.87-acre riparian enhancement area for monarchs. However, at this location, the primary lines will be 1-inch-diameter to match the diameter at the point of contact for the water source (further explained below). To reach the northern bank of Old San Jose Creek, the primary line will need to be temporarily installed near the edge of the sidewalk and atop the culvert crossing at Pine Avenue at the western terminus of the mitigation site.

Water to be used during the restoration preparation, installation, and maintenance will be furnished on-site by the City for the Restoration Contractor and shall be of suitable quality for irrigation. The location of the irrigation connection point is a permanent hookup/riser for the City's irrigation lines that will be built as part of the adjacent Ekwill Street and Fowler Road Improvement Project, which

will be located to the south of the eastern end of the mitigation site. The Restoration Contractor will have the authority to use water as needed to fulfill the irrigation tasks through the General Contractor's closeout.

Timing

As described in Task NP4, the Restoration Contractor will finalize the irrigation design in summer 2026 prior to plant installation. The Restoration Contractor will install the irrigation system on-site before or after initial non-native vegetation removal, depending on a mutual agreement between the Restoration Contractor and City. The City-approved Restoration Biologist will provide oversight in the field. The irrigation system will be installed in late summer/early fall 2026, prior to plant installation in late fall/early winter 2026.

2.6.2 Maintenance Phase

The Restoration Contractor will maintain the restoration site throughout the Installation Phase and 90-day PEP. Once the City deems the restoration installation complete, the 90-day PEP will begin. Maintenance will include non-native plant removal, watering, replanting, and repairing of damage to plants, erosion control devices, fencing, and/or signs that are a result of erosion or vandalism. The Restoration Contractor will also adhere to the following measures during the Maintenance Phase:

- Large plants with potential to contain bird nests will not be removed during the breeding bird season (March 1 to September 15) unless the City-approved Restoration Biologist determines that it does not contain active bird nests.
- Tree removal will not occur during the monarch butterfly aggregation season (October 1 through March 31) if aggregating monarchs are present.
- No eucalyptus trees within the Riparian Enhancement for Monarch Area, will be removed to preserve monarch butterfly habitat.

Task ES5: Weed Removal and General Maintenance

Weed removal and general maintenance will be conducted at the restoration site as described in Section 2.4.2 and Task NP5.

Timing

As described in Task NP5, weed removal will occur throughout the Installation Phase, with a focus on the peak growing season in the winter 2026. Weed removal will also be conducted during the Maintenance Phase, i.e., through the 90-day PEP, approximately winter 2026 through spring 2027. General maintenance will be conducted during the Installation Phase, as well as through the 90-day PEP.

2.7 Off-site Devereux Creek at Ellwood Mesa

The mitigation site is located along Devereux Creek at the eastern edge of the Ellwood Mesa Open Space Preserve (see Figure 7). Restoration of 0.08 acre of marsh wetland enhancement is required. The transitional salt and freshwater marsh wetland will be enhanced with a variety of native herbaceous species that provide important food and shelter sources for a variety of wildlife species.

The mitigation site will be accessed by vehicle via the closest public road, then by foot or with a small vehicle, i.e., utility side-by-side. Staging areas will mainly be located near the vehicles; however, smaller staging areas may be sited within the planting areas. Staging areas will be contained to the smallest footprint possible and will not disturb native vegetation.

The following outlines the scope of work by preparation/installation and maintenance phases, then by task. Tasks are named as EM for Ellwood Mesa.

2.7.1 Preparation and Installation Phase

Task EM1: Site Preparation

The City-approved Restoration Biologist will work with the General Contractor and Restoration Contractor to stake the limits of restoration. Prior to installation, the site will need to be prepared for restoration activities. Site preparation, including non-native weed removal, herbicide application, installation of temporary fencing, and installation of temporary signage will be conducted as described in Task NP1 above.

Timing

Preparation is expected to occur in early fall 2026.

Task EM2: Plant Installation

Plant installation will require specific timing and spacing between planting as described in the 2023 Mitigation and Monitoring Plan. Within the 0.08-acre site, a total of 125 plants will be needed for the enhancement of habitat at Ellwood Mesa (see Figure 7). Table 7 provides a representative palette of native species that may be used for each habitat treatment type. The City-approved Restoration Biologist will flag the exact location of each planted area and provide field oversight while the plants are installed.

Table 7 Native Plant Palette – Devereux Creek at Ellwood Mesa

Scientific Name	Common Name	Quantity[1]
Shrubs		
Isocoma menziesii	coast goldenbush	7
Atriplex lentiformis	quailbush	7
Subtotal		**14**
Grasses and Forbs		
Anemopsis californica	yerba mansa	11
Ambrosia psilostachya var. californica	Western ragweed	11
Carex barbarae	Santa Barbara sedge	11
Cyperus eragrostis	umbrella-sedge	11
Distichlis spicata	saltgrass	11
Eleocharis macrostachya	common spikerush	11
Frankenia salina	alkali heath	11
Hordeum brachyantherum subsp. *californicum*	California barley	11

Scientific Name	Common Name	Quantity[1]
Jaumea carnosa	fleshy jaumea	11
Juncus patens	common California rush	11
Juncus phaeocephalus	brown-headed rush	11
Paspalum distichum	knot grass	11
Schoenoplectus acutus	hardstem bulrush	4
Subtotal		**125**
Total		**139**

TBD = To be determined

[1] Herbs and shrubs will be installed as 1-gallon or 4-inch containers at 5-foot spacing. These quantities are general guidelines and are subject to change based on availability from the nursery and site conditions.

Installation of plants in the tables above will involve the following:

- Minor grading may be needed to restore better flow and function to the area chosen.
- Herbs and select shrubs will be installed as 1-gallon or 4-inch containers at 5-foot spacing.
- Holes for the container plants will be dug by hand using a shovel, hang auger, or similar device.
- Installation techniques will occur as described in Task NP2.

Timing

To the extent feasible, plant installation will coincide with the first major winter storm when soil conditions are moist. Installation is expected to occur in late fall/winter 2026. Adjacent construction may need to be accounted for access and safety purposes.

Task EM3: Plant Procurement

The native plant materials in Table 7 will be contracted through a qualified native nursery that propagates plants from local genetic stock in coordination with the City-approved Restoration Biologist as described in Task NP3; the price to be paid by the Restoration Contractor for the plant stock is included therein.

Timing

For the local genetic stock, timing will occur as described for Task NP3.

Task EM4: Irrigation Design and Installation

The Restoration Contractor will design and install a temporary above ground drip irrigation system as described in Task NP4 above for the 0.08 acre site. Note that this off-site location is remote. The storage of the water on-site and supply to the above ground temporary irrigation system will be a temporary water source such as a such as a ~~holding~~ pressurized water tank or water truck staged at the southern terminus of the dirt access road that begins at the southern terminus of Ellwood Beach Drive, or as determined by the Restoration Contractor.

Water to be used during the restoration preparation, installation, and maintenance will be furnished on-site by the Restoration Contractor and shall be of suitable quality for irrigation.

~~Water to be used during the restoration preparation, installation, and maintenance will be furnished on-site by the City for the Restoration Contractor and shall be of suitable quality for irrigation. The~~

~~irrigation source will be the City hydrant located near 447 Ellwood Beach Drive, which is located at the terminus of that road and to the north of the mitigation site. As the hookup will be a hydrant, a crew member must physically be present each time the irrigation is used so that the water can be turned on and off at the hydrant. The Restoration Contractor will have the authority to use water as needed to fulfill the irrigation tasks through the General Contractor's closeout. The associated meter will be provided by the City.~~

Timing

As described in Task NP4, Restoration Contractor will finalize the irrigation design in summer 2026 prior to plant installation. The Restoration Contractor will install the irrigation system on-site before or after initial non-native vegetation removal, depending on a mutual agreement between the Restoration Contractor and City. The City-approved Restoration Biologist will provide oversight in the field. The irrigation system will be installed in late summer/early fall 2026, prior to plant installation in late fall/early winter 2026.

2.7.2 Maintenance Phase

The Restoration Contractor will maintain the restoration site throughout the Installation Phase and 90-day PEP. Once the City deems the restoration installation complete, the 90-day PEP will begin. Maintenance will include non-native plant removal, watering, replanting, and repairing of damage to plants, erosion control devices, fencing, and/or signs that are a result of erosion or vandalism. The Restoration Contractor will also adhere to the following measures during the Maintenance Phase:

- Large plants with potential to contain bird nests will not be removed during the breeding bird season (March 1 to September 15) unless the City-approved Restoration Biologist determines that it does not contain active bird nests.
- Tree removal will not occur during the monarch butterfly aggregation season (October 1 through March 31) if aggregating monarchs are present.

Task EM5: Weed Removal and General Maintenance

Weed removal and general maintenance will be conducted at the restoration site as described in Section 2.4.2 and Task NP5.

Timing

As described in Task NP5, weed removal will occur throughout the Installation Phase, with a focus on the peak growing season in the winter 2026. Weed removal will also be conducted during the Maintenance Phase, i.e., through the 90-day PEP, approximately winter 2026 through spring 2027. General maintenance will be conducted during the Installation Phase, as well as through the 90-day PEP.

2.8 On-site San Jose Creek Along the Southern Segment of the Pathway

The mitigation site is located east of the northern segment of the pathway and on the west side of San Jose Creek, see Figure 8 and Figure 9. A patchwork of creation and enhancement of 0.38 acre of riparian scrubland will occur in areas that lack or are dominated by coyote brush, respectively.

The mitigation site will be accessed by vehicle via the closest public road, then from the pathway as feasible on foot or with a small vehicle, i.e., small pickup truck or utility side-by-side. Staging areas will mainly be located near the vehicles; however, smaller staging areas may be sited within the planting areas. Staging areas will be contained to the smallest footprint possible and will not disturb native vegetation. Actual plant installation locations to be determined by the City-approved Restoration Biologist.

The following outlines the scope of work by preparation/installation and maintenance phases, then by task. Tasks are named as SP for the southern segment of the pathway.

2.8.1 Preparation and Installation Phase

Task SP1: Site Preparation

The City-approved Restoration Biologist will work with the General Contractor and Restoration Contractor to stake the limits of restoration. Prior to installation, the site will need to be prepared for restoration activities. Site preparation, including non-native weed removal, herbicide application, installation of temporary fencing, and installation of temporary signage will be conducted as described in Task NP1 above.

Timing

The construction schedule will be confirmed by the General Contractor so that the on-site restoration areas are made available for restoration activities to the extent feasible, beginning in early fall 2026.

Task SP2: Plant Installation

Plant installation will require specific timing and spacing between planting as described in the 2023 Mitigation and Monitoring Plan. Within the 0.38-acre site, a total of 166 plants will be needed for the creation/enhancement of habitat at the southern pathway segment (see Figure 8 and Figure 9). Table 8 provides a representative palette of native species that may be used for each habitat treatment type. The City-approved Restoration Biologist will flag the exact location of each planted area and provide field oversight while the plants are installed.

Table 8 Native Plant Palette – San Jose Creek along Southern Segment of the Pathway

Scientific Name	Common Name	Quantity[1]
Riparian Trees		
Juglans californica	Southern California black walnut	3
Platanus racemosa	western sycamore	3
Populus trichocarpa	black cottonwood	3
Quercus agrifolia	coast live oak	3
Umbellularia californica	California bay	3
Subtotal		**Up to 15 [2]**
Shrubs		
Artemisia californica	California sagebrush	9
Baccharis pilularis	Coyote brush	9
Diplacus aurantiacus	bush monkeyflower	9
Encelia californica	California sunflower	9
Epilobium canum	California fuchsia	9
Eriogonum parvifolium	Seacliff buckwheat	9
Frangula californica	California coffeeberry	9
Heteromeles arbutifolia	toyon	9
Isocoma menziesii	Coastal goldenbush	9
Lonicera subspicata var. *subspicata*	Santa Barbara honeysuckle	9
Phacelia ramosissima	branching phacelia	9
Salvia leucophylla	purple sage	9
Salvia mellifera	black sage	9
Sambucus nigra	blue elderberry	9
Subtotal		**99**
Grasses, Forbs, and Vines		
Ambrosia psilostachya var. *californica*	Western ragweed	4
Artemisia douglasiana	Mugwort	4
Bromus carinatus	California brome	4
Clematis ligusticifolia	creek clematis	4
Elymus condensatus	giant wild rye	4
Elymus triticoides	alkali ryegrass	4
Rosa californica	California rose	4
Salvia spathacea	hummingbird sage	4
Scrophularia californica	California figwort	4
Solidago velutina subsp. *californica*	velvety goldenrod	4
Verbena lasiostachys	verbena	4
Subtotal		**51**
Total		**166**

TBD = To be determined

[1] Riparian trees will be installed as 1-gallon containers or ½-gallon tree tubes at 10-foot spacing. Herbs and shrubs will be installed as 1-gallon or 4-inch containers at 5-foot spacing. These quantities are general guidelines and are subject to change based on availability from the nursery and site conditions.

[2] Approximately 20 trees can be installed at the southern/downstream ed of the mitigation site.

Installation of plants in the tables above will involve the following:

- The 150 herbs and select shrubs will be installed as 1-gallon or 4-inch containers at 5-foot spacing.
- Up to 15 riparian trees will be installed as 1-gallon containers or ½-gallon tree tubes at 10-foot spacing.
- Holes for the container plants will be dug by hand using a shovel, hang auger, or similar device.
- Installation techniques will occur as described in Task NP2.

Timing

To the extent feasible, plant installation will coincide with the first major winter storm when soil conditions are moist. Installation is expected to occur in late fall/winter 2026. Adjacent construction may need to be accounted for access and safety purposes.

Task SP3: Plant Procurement

The native plant materials in Table 8 will be contracted through a qualified native nursery that propagates plants from local genetic stock in coordination with the City-approved Restoration Biologist as described in Task NP3; the price to be paid by the Restoration Contractor for the plant stock is included therein.

Timing

For the local genetic stock, timing will occur as described for Task NP3.

Task SP4: Irrigation Design and Installation

The Restoration Contractor will design and install a temporary above ground drip irrigation system as described in Task NP4 above. Note that this off-site location is remote. The irrigation source will be a water truck staged on the east side of South Kellogg, near and to the east of the proposed pedestrian bridge, or as determined by the Restoration Contractor. The primary line will need to be temporarily installed along the proposed pedestrian bridge.

A maximum of 0.29 acre will require a temporary irrigation system to be designed and installed by the Restoration Contractor.

Water to be used during the restoration preparation, installation, and maintenance will be the responsibility of the Restoration Contractor and shall be of suitable quality for irrigation.

~~The City of Goleta will supply the water for irrigation and designate the water source. Water to be used during the restoration preparation, installation, and maintenance will be furnished on-site by the City for the Restoration Contractor and shall be of suitable quality for irrigation. The irrigation source will be the City hydrant located near 443 S Kellogg Avenue, which is located near the northern terminus of this path segment and near the proposed pedestrian bridge. As the hookup will be a hydrant, a crew member must physically be present each time the irrigation is used so that the water can be turned on and off at the hydrant. The primary line will need to be installed along the proposed pedestrian bridge. The Restoration Contractor will have the authority to use water as needed to fulfill the irrigation tasks through the General Contractor's closeout. The associated meter will be provided by the City.~~

The irrigation system will be designed so that it is automated, powered by either batteries or solar operated controllers, and will be weather sensor compatible. Primary lines will be of 2-inch-

diameter schedule (or larger diameter if deemed necessary by the Restoration Contractor) 40 polyvinyl chloride (PVC).

Timing

As described in Task NP4, Restoration Contractor will finalize the irrigation design in summer 2026 prior to plant installation. The Restoration Contractor will install the irrigation system on-site before or after initial non-native vegetation removal, depending on a mutual agreement between the Restoration Contractor and City. The City-approved Restoration Biologist will provide oversight in the field. The irrigation system will be installed in late summer/early fall 2026, prior to plant installation in late fall/early winter 2026.

2.8.2 Maintenance Phase

The Restoration Contractor will maintain the restoration site throughout the Installation Phase and 90-day PEP. Once the City deems the restoration installation complete, the 90-day PEP will begin. Maintenance will include non-native plant removal, watering, replanting, and repairing of damage to plants, erosion control devices, fencing, and/or signs that are a result of erosion or vandalism. The Restoration Contractor will also adhere to the following measures during the Maintenance Phase:

- Large plants with potential to contain bird nests will not be removed during the breeding bird season (March 1 to September 15) unless the City-approved Restoration Biologist determines that it does not contain active bird nests.
- Tree removal will not occur during the monarch butterfly aggregation season (October 1 through March 31) if aggregating monarchs are present.

Task SP5: Weed Removal and General Maintenance

Weed removal and general maintenance will be conducted at the restoration site as described in Section 2.4.2 and Task NP5.

Timing

As described in Task NP5, weed removal will occur throughout the Installation Phase, with a focus on the peak growing season in the winter 2026. Weed removal will also be conducted during the Maintenance Phase, i.e., through the 90-day PEP, approximately winter 2026 through spring 2027. General maintenance will be conducted during the Installation Phase, as well as through the 90-day PEP.

3 References

For a complete list of all references used in the figures included herein, see the Mitigation Plan in Appendix A.

Dewberry. 2023. Mitigation Planting Plan engineering sheets. November 17, 2023.

2025. Mitigation Planting Plan engineering sheets. May 15, 2025.

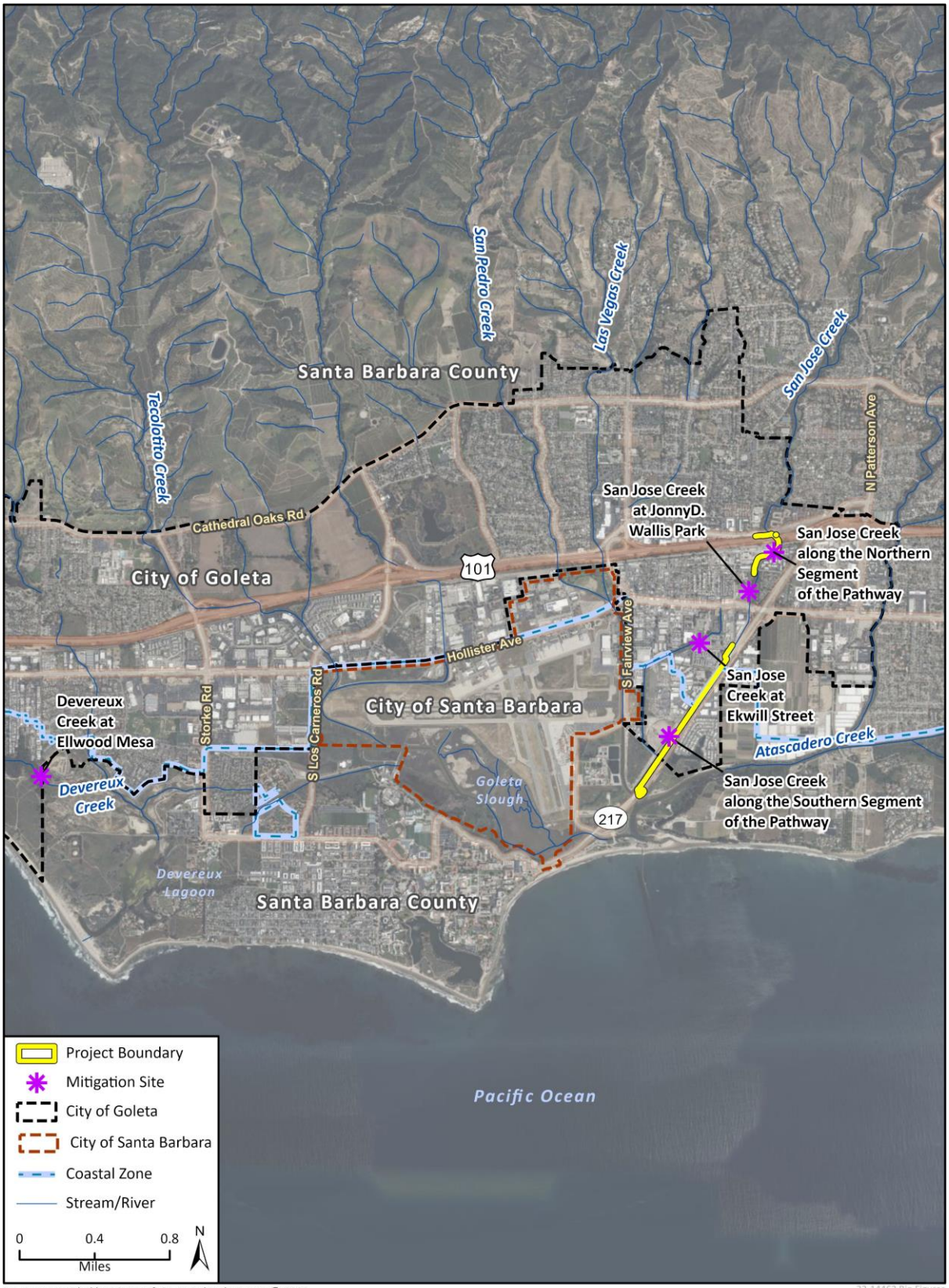
Rincon Consultants, Inc. (Rincon). 2023. Mitigation Plan for the San Jose Creek Multi-Purpose Path Project. Prepared for the City of Goleta. Revised November 2023.

Figures

Figure 1 Project Location and Mitigation Areas



Figure 2 Project Locations



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Additional Data provided by U.S. Geological Survey National Hydrography Dataset, 2023.

23-14463 Bio Figures
Fig 2 Project Location

Figure 3 San Jose Creek Multi-use Path – Full Extent

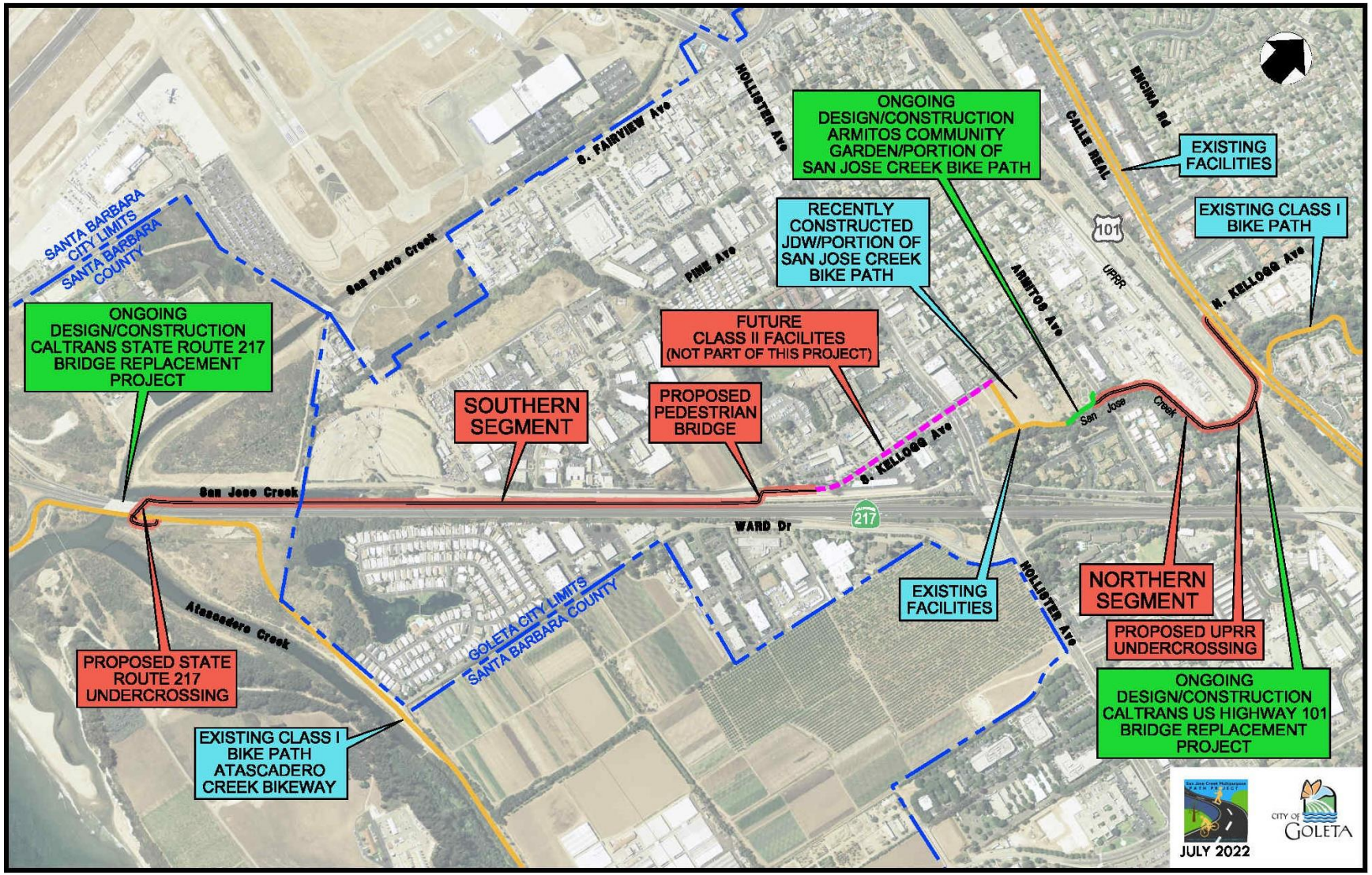
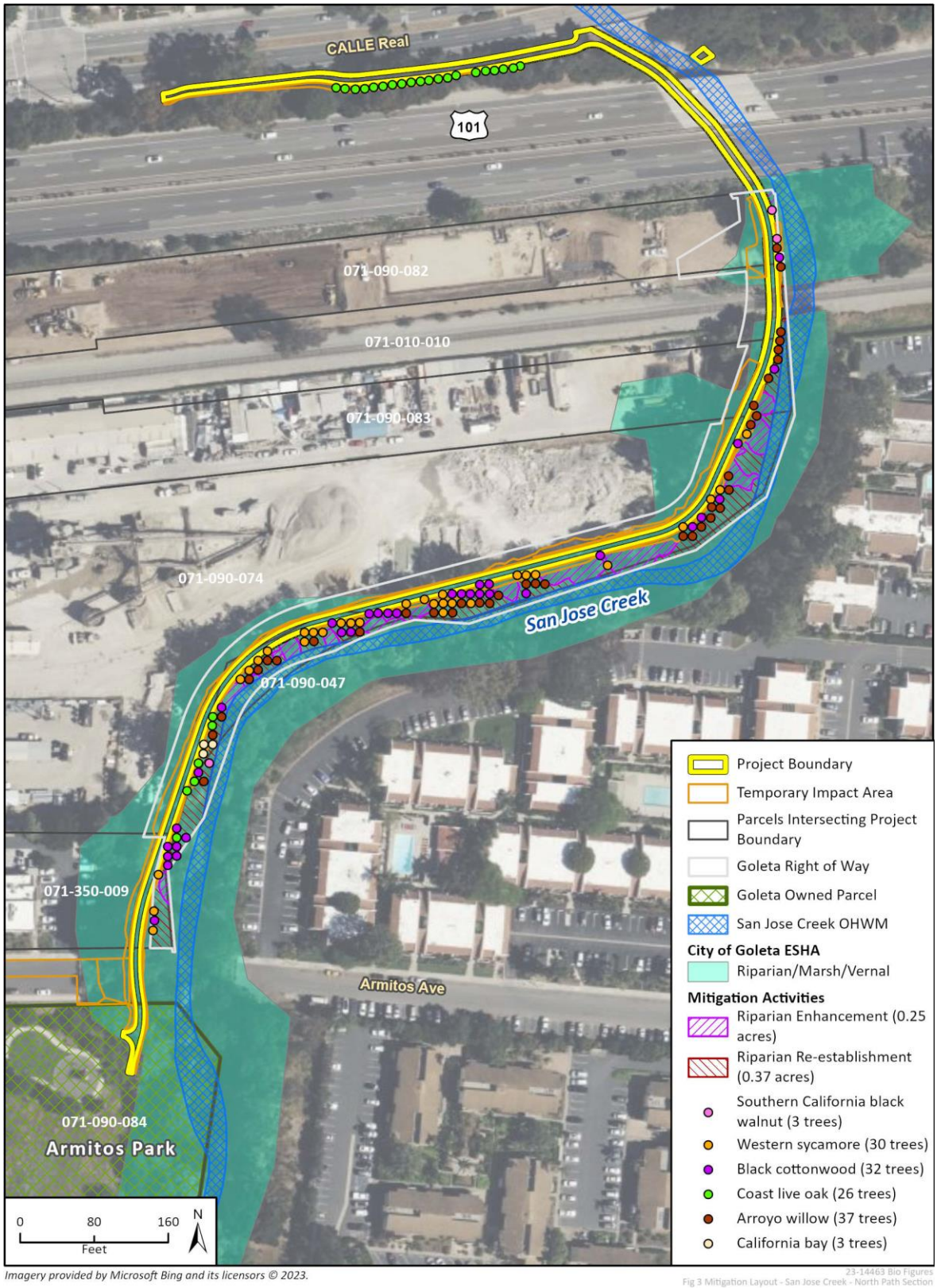


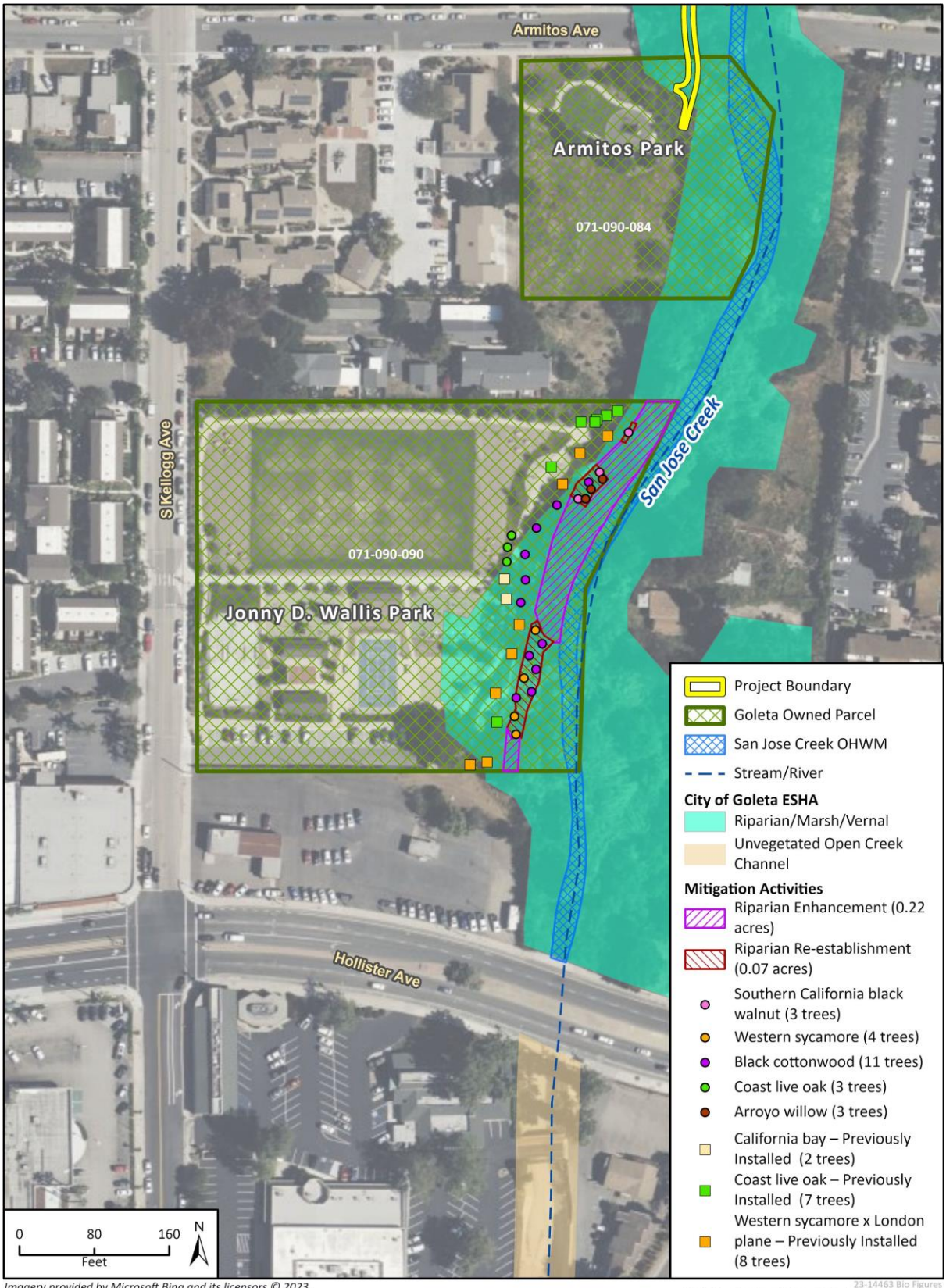
Figure 4 Restoration Layout – On-site San Jose Creek along Northern Segment of Pathway



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Fig 3 Mitigation Layout - San Jose Creek - North Path Section

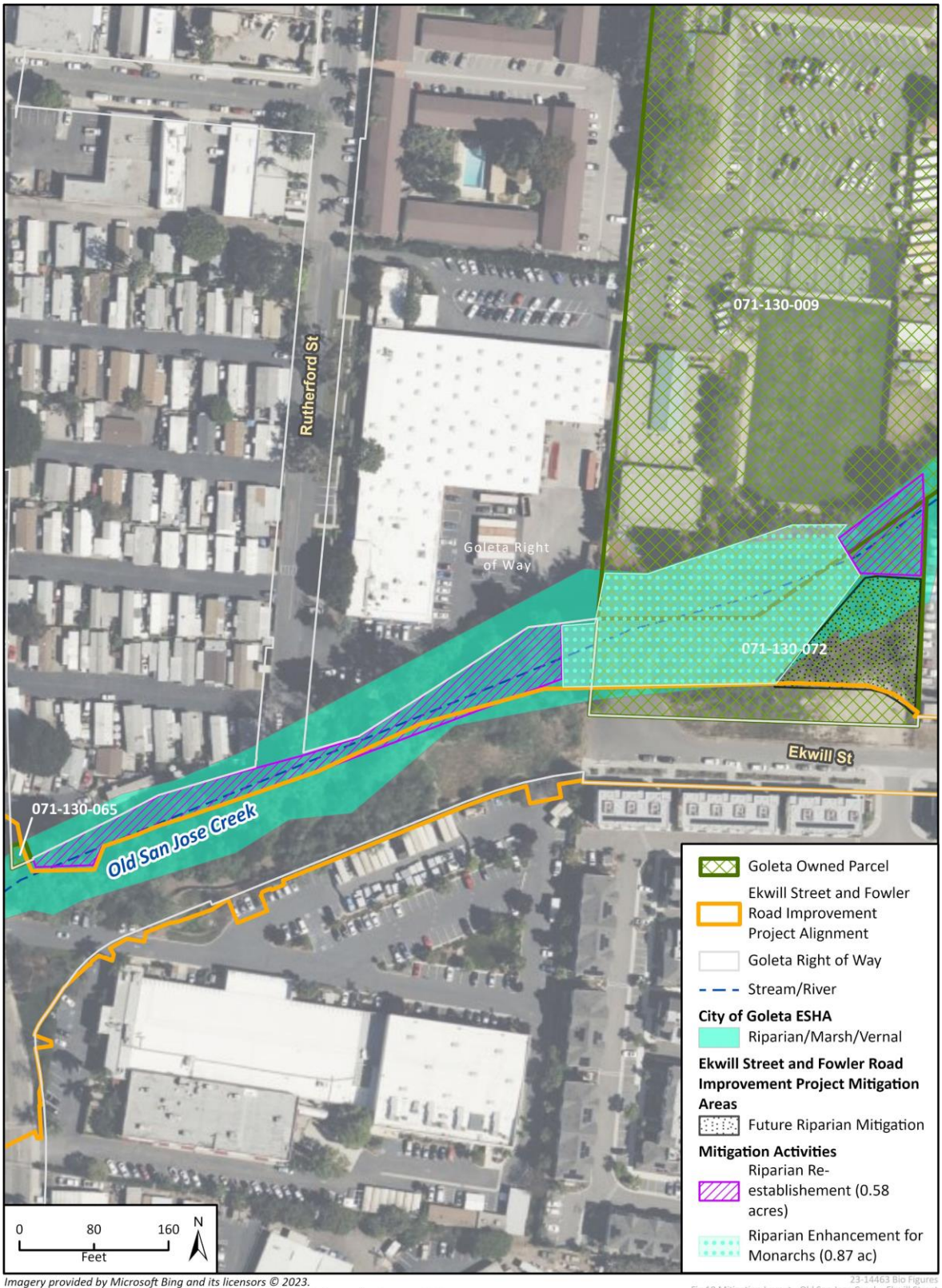
Figure 5 Restoration Layout – Off-site San Jose Creek at Jonny D. Wallis Park



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Additional Data provided by U.S. Geological Survey National Hydrography Dataset, 2023.

23-14463 Bio Figures
Fig 9 Mitigation Layout - San Jose Creek - Jonny D. Wallis Park

Figure 6 Restoration Layout – Off-site Old San Jose Creek at Ekwill Street



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Additional Data provided by U.S. Geological Survey National Hydrography Dataset, 2023.

23-14463 Bio Figures
Fig 10 Mitigation Layout - Old San Jose Creek - Ekwill Street

Figure 7 Restoration Layout – Off-site Devereux Creek at Ellwood Mesa

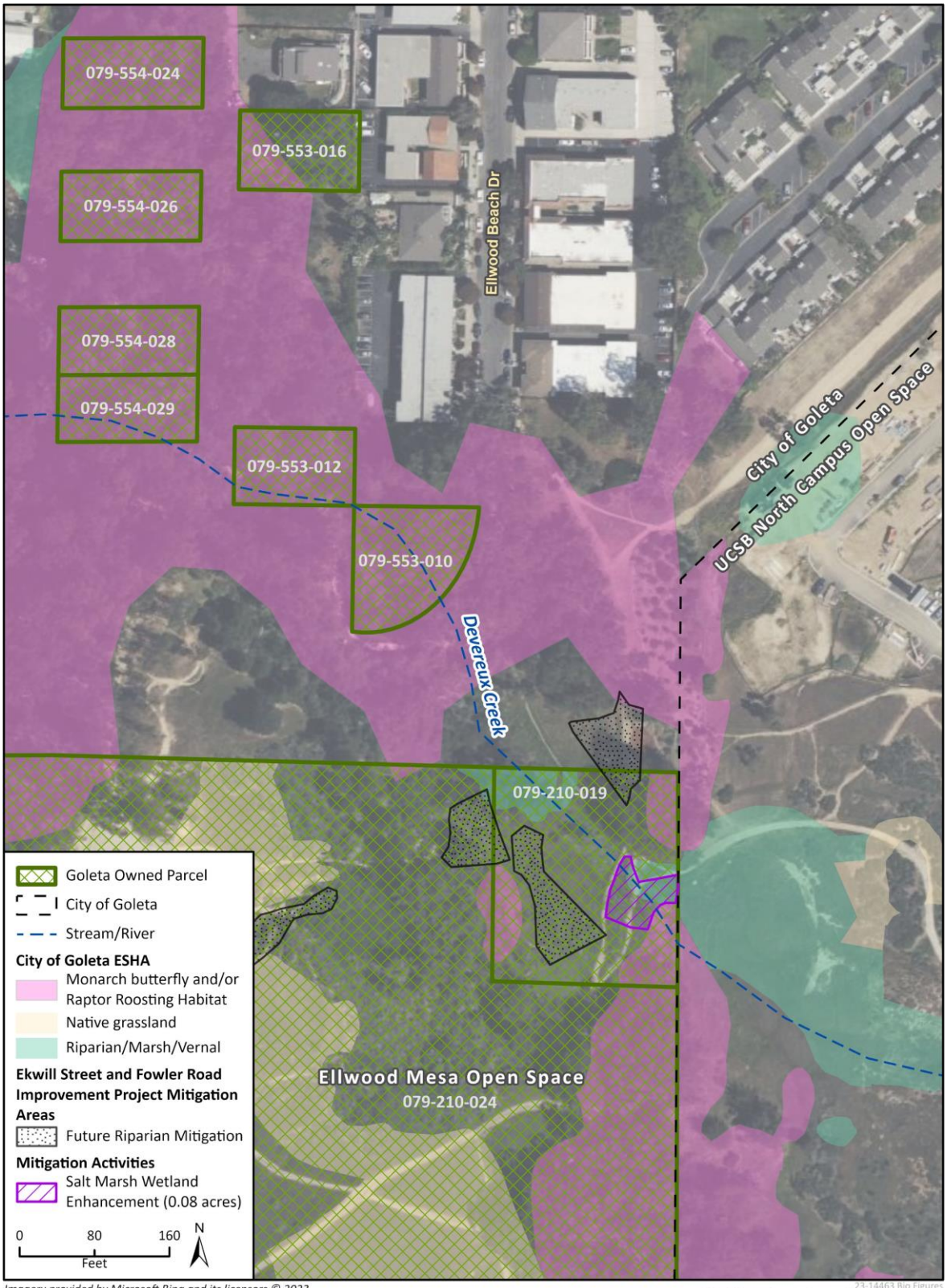


Figure 8 Restoration Layout – On-site San Jose Creek along Southern Segment of Pathway – Lower Portion



Figure 9 Restoration Layout – On-site San Jose Creek along Southern Segment of Pathway – Upper Portion



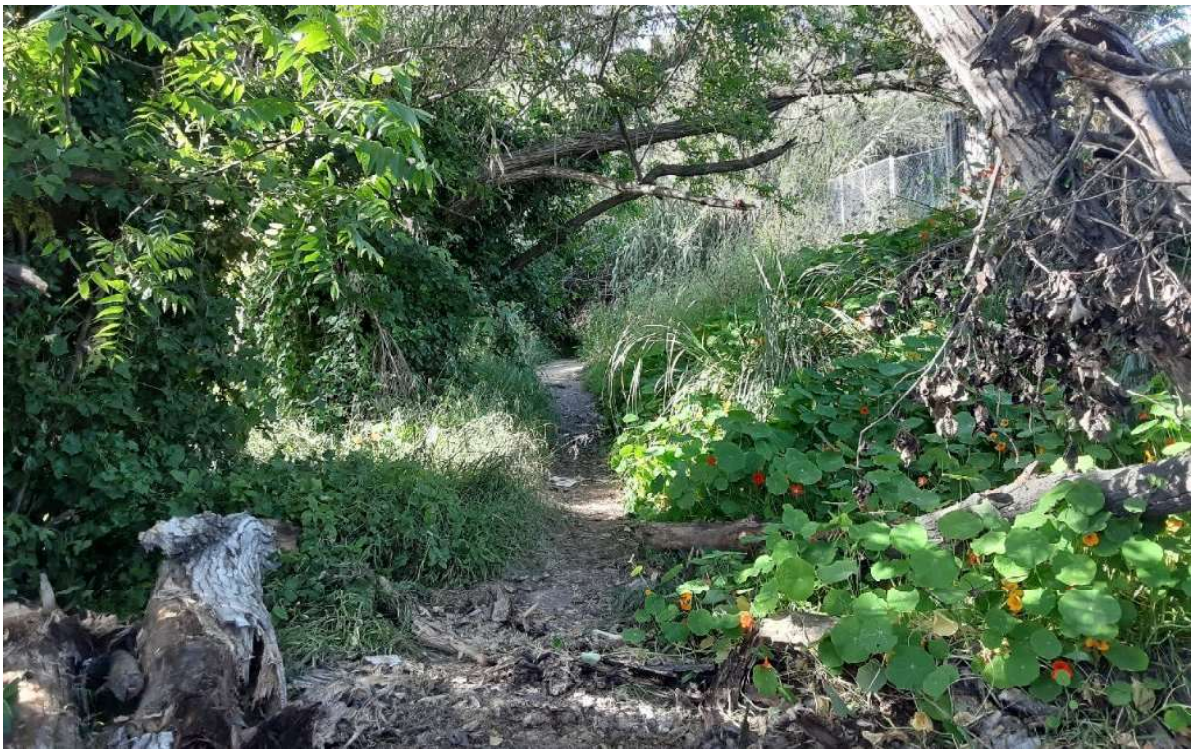
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23-14463 Bio Figures
Fig 13 - San Jose Creek South Segment Upper

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Appendix A

Mitigation Plan (Rincon 2023)



San Jose Creek Multi-Purpose Path – Northern and Southern Segments

Mitigation Plan

prepared for

City of Goleta
Public Works Department
130 Cremona Drive, Suite B
Goleta, California 93117

prepared by

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REVISED November 2023

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Table of Contents

1 Introduction 1
1.1 Location 1
1.2 Mitigation Objectives 5
1.3 Environmental Setting 16
1.4 Site Selection 17
1.5 Responsible Party 18
2 Compensatory Mitigation Plan 19
2.1 Mitigation Work Plan 19
2.1.1 Restoration Approach 19
2.1.2 Source of Plant Materials 40
2.1.3 Seed Storage and Plant Propagation 40
2.1.4 Site Preparation 41
2.1.5 Plant Installation Methods 42
2.1.6 Plant Protection 42
2.1.7 Erosion Control 42
2.1.8 Access Routes and Staging Areas 43
2.2 Performance Criteria 43
2.2.1 Reference Site 43
2.3 Maintenance Plan 44
2.3.1 90-Day Plant Establishment Period 44
2.3.2 Maintenance Methods and Schedule 44
2.3.3 Irrigation Methods and Schedule 45
2.3.4 Maintenance Restrictions 45
2.4 Monitoring Plan 45
2.4.1 Monitoring Methods and Schedule 46
2.5 Reporting Requirements 47
2.6 Schedule 47
2.7 Site Protection Instrument 48
2.8 Long-term Management Plan and Financial Assurances 49
2.9 Adaptive Management Plan 49
3 List of Preparers 50
4 References 51

Tables

Table 1 Project Impacts to Protected Habitat and Jurisdictional Waters 7
Table 2 Trees to be Removed and Mitigated 8
Table 3 Summary of Mitigation Requirements for Impacts to Protected Habitat/Jurisdictional Waters 9
Table 4 Summary of Mitigation Requirements for Impacts to Individual Trees 10
Table 5 Summary of Required Mitigation with Mitigation Technique and Site 11
Table 6 Mitigation Site Summary 18
Table 7 Summary of Habitat to be Restored within Each Mitigation Site 21
Table 8 Summary of Individual Trees by Species to be Restored within the Mitigation Sites 22
Table 9 Native Plant Palette – San Jose Creek along the Northern Segment of Pathway 23
Table 10 Native Plant Palette – Jonny D. Wallis Park 27
Table 11 Existing Native Landscape Trees for Mitigation – Jonny D. Wallis Park 28
Table 12 Native Plant Palette – Old San Jose Creek at Ekwill Street – Riparian Re-establishment Areas 31
Table 13 Native Plant Palette – Old San Jose Creek at Ekwill Street – Riparian Re-establishment for Monarch Area 32
Table 14 Native Plant Palette – Devereux Creek at Ellwood Mesa 34
Table 15 Native Plant Palette – San Jose Creek along Southern Segment of the Pathway 39
Table 16 Mitigation Schedule 48

Figures

Figure 1 Project Vicinity 2
Figure 2 Project Location and Mitigation Sites 3
Figure 3 San Jose Creek Multi-use Path – Full Extent 4
Figure 4 Impacts to Protected Habitat and Jurisdicitonal Waters – Northern Segment 12
Figure 5 Impacts to Protected Habitat and Jurisdicitonal Waters – Lower Southern Segment 13
Figure 6 Impacts to Protected Habitat and Jurisdicitonal Waters – Upper Southern Segment 14
Figure 7 Impacts to Trees – Northern Segment 15
Figure 8 Restoration Layout – San Jose Creek along Northern Segment of Pathway 25
Figure 9 Restoration Layout – San Jose Creek at Jonny D. Wallis Park 29
Figure 10 Restoration Layout – Old San Jose Creek at Ekwill Street 30
Figure 11 Restoration Layout – Devereux Creek at Ellwood Mesa 35
Figure 12 Restoration Layout – San Jose Creek along Southern Segment of Pathway – Lower Portion 37
Figure 13 Restoration Layout – San Jose Creek along Southern Segment of Pathway – Upper Portion 38

Appendices

Appendix A Figures – Impacts to Native and Non-native Trees (Rincon 2022)
Appendix B Figures – Habitat Types and Jurisdictional Waters (Dewberry 2023a)
Appendix C Mitigation Site Photographs

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1 Introduction

The City of Goleta (City) proposes to implement the northern and southern segments of the San Jose Creek Multi-purpose Path Project (Project) within the City in Santa Barbara County, California (Figure 1 and Figure 2). The Project consists of building two separate segments which will tie into existing bicycle and pedestrian facilities and provide a continuous path from Calle Real to the Atascadero Creek Bikeway (Figure 3). Additionally, the Project includes implementation of habitat restoration at several mitigation sites to compensate for project-related impacts to riparian woodland and individual native trees (Figure 2).

This Mitigation Plan fulfills the requirements of Mitigation Measure BIO-2 in the City's Initial Study and Mitigated Negative Declaration (IS-MND; City of Goleta 2022a), which states that a Mitigation Plan[1] must be prepared by the City, which will outline the mitigation requirements and approach for impacts to riparian habitat (including riparian trees), salt marsh habitat, and jurisdictional waters. This Mitigation Plan also fulfills the requirements of IS-MND Mitigation Measure AES-2 which further specifies the requirement for riparian and upland tree replacement. This Mitigation Plan is also intended to satisfy anticipated permitting requirements of the U.S. Army Corps of Engineers (USACE), California Department of Fish and Wildlife (CDFW), Central Coast Regional Water Quality Control Board (RWQCB), and California Coastal Commission (CCC), which have jurisdiction over activities affecting San Jose Creek.

1.1 Location

The Project area and mitigation sites are located within the City of Goleta in Santa Barbara County, California (Figure 1) and within the *Goleta, California* U.S. Geological Survey (USGS) 7.5-minute quadrangle. The city of Goleta is located along the California coast, approximately 100 miles north of Los Angeles and 100 miles south of San Luis Obispo in Santa Barbara County, California. U.S. Route 101 is the primary regional artery connecting the City of Goleta and City of Santa Barbara.

The northern segment of the multi-purpose path is located outside the Coastal Zone and will extend from Calle Real to Armitos Avenue, crossing under U.S. Route 101 and the Union Pacific Railroad, and following San Jose Creek. The southern segment is located both within and outside the Coastal Zone and will extend from Kellogg Avenue on the west side of State Route (SR) 217 to the existing Class I Atascadero Creek Bikeway on the east side on SR 217, passing under SR 217, and following channelized and natural portions of San Jose Creek (Figure 2).

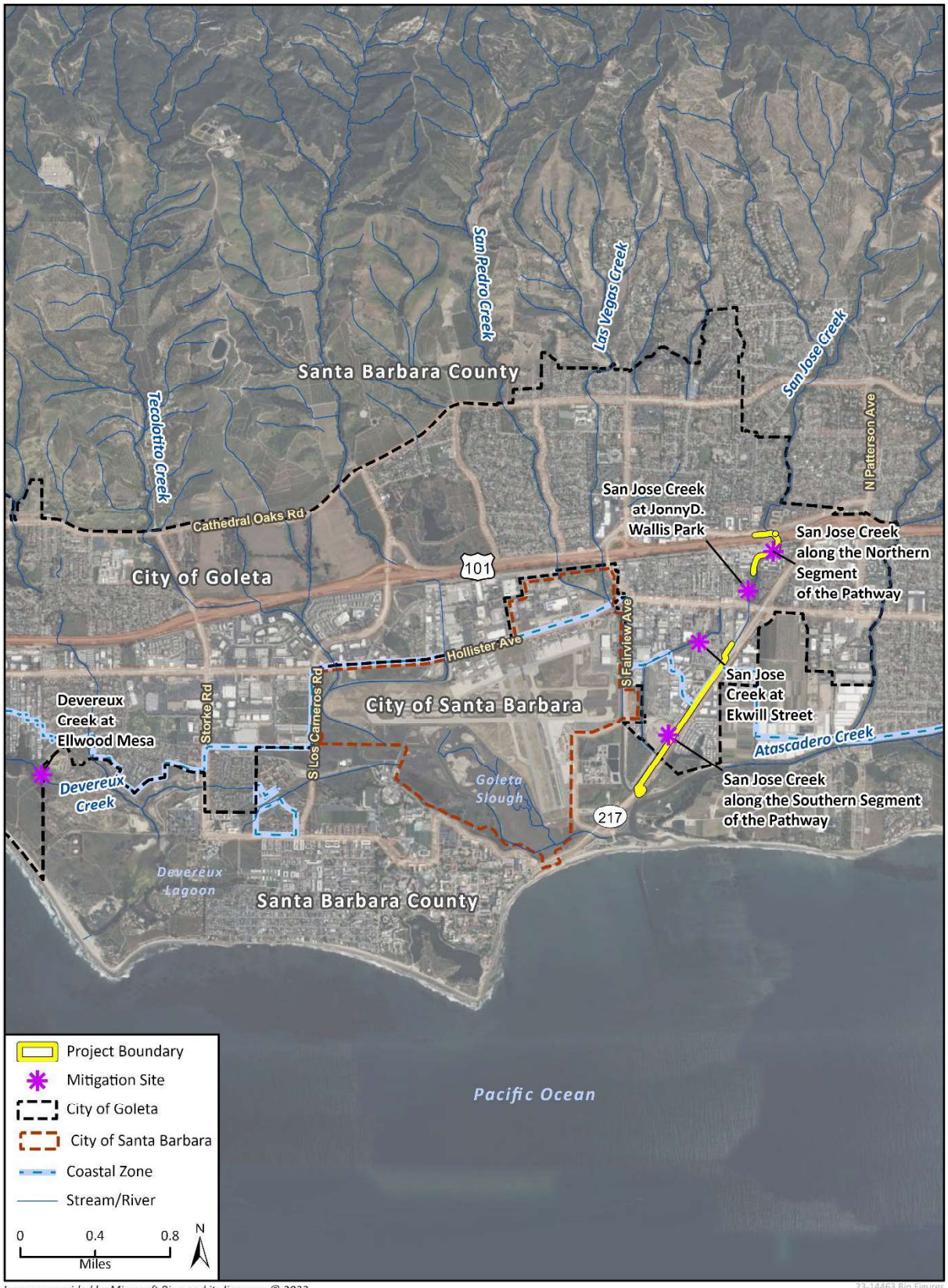
Mitigation for Project-related impacts will occur at the Project site and at nearby locations. There are two off-site riparian mitigation sites: City-owned property along San Jose Creek at Jonny D. Wallis Park located outside the Coastal Zone and City-owned property and right-of-way (ROW) west of Ekwill Street and east of Pine Avenue located immediately outside the Coastal Zone. There is one off-site salt marsh/wetland mitigation site, which is located within the Coastal Zone along Devereux Creek on the east end of the City-owned Ellwood Mesa Open Space Preserve (Figure 2).

[1] BIO-2 requires a "Conceptual Habitat Restoration Plan", which will include a "Tree Replacement Plan", which is herein referred to as the "Mitigation Plan".

Figure 1 Project Vicinity



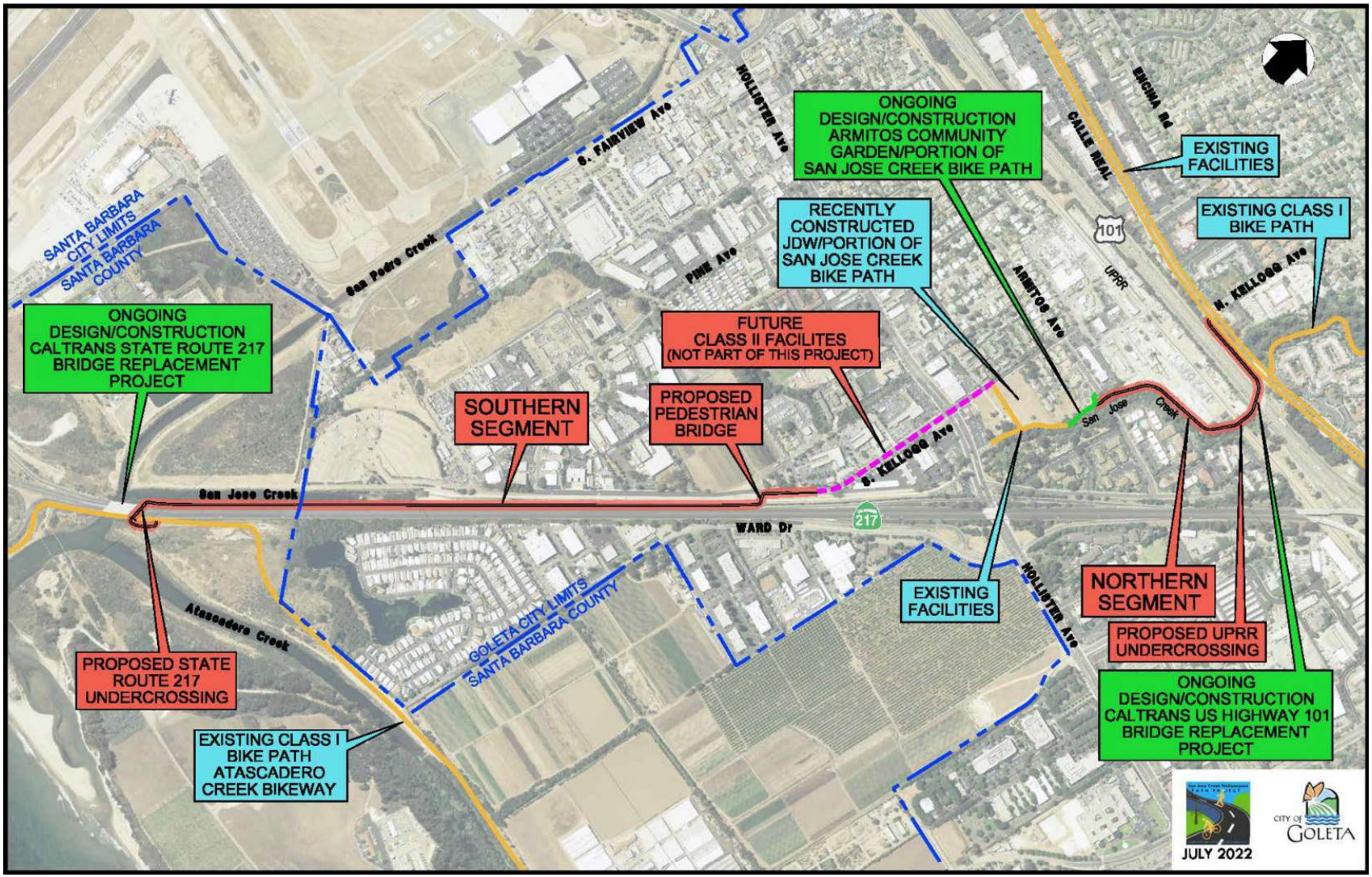
Figure 2 Project Location and Mitigation Sites



Imagery provided by Microsoft Bing and its licensors © 2023.
Additional Data provided by U.S. Geological Survey National Hydrography Dataset, 2023.

23-14463 Bio Figures
Fig 2 Project Location

Figure 3 San Jose Creek Multi-use Path – Full Extent



Source: City 2022b

1.2 Mitigation Objectives

The objective of this Mitigation Plan is to fulfill the requirements of IS-MND Mitigation Measures BIO-2 and AES-2 to compensate for the loss of riparian habitat (including riparian trees), salt marsh habitat, upland trees, and jurisdictional waters associated with the Project, and to satisfy anticipated requirements of the USACE, CDFW, Central Coast RWQCB, and CCC, which have jurisdiction over activities affecting San Jose Creek. In accordance with City of Goleta policy, impacts to riparian habitat within the City of Goleta will be mitigated within the City, and impacts within the Coastal Zone will be mitigated within the Coastal Zone.

The Project would permanently impact 0.93 acres and temporarily impact 0.24 acre of riparian and habitat salt marsh/wetland combined. As required by Mitigation Measure BIO-2, permanent loss of protected habitat and jurisdictional waters must be mitigated at a ratio of 3:1 by riparian habitat restoration. For purposes of RWQCB permitting authority, waters of the State are coterminous with CDFW-jurisdictional streambeds; all impacts to CDFW-jurisdictional streambeds listed herein are applicable to waters of the State. In addition, as required by the CCC during the CCC Coastal Development Permit (CDP) application process, permanent impacts to coastal wetlands must be mitigated at 4:1 and the on-site coyote brush scrub that is adjacent to the concrete channel of San Jose Creek must be mitigated at 3:1 as it CCC-designated Environmentally Sensitive Habitat Area (ESHA). Table 1 provides a summary of the permanent and temporary impacts to protected habitat and jurisdictional waters. Figure 4[2], Figure 5, and Figure 6 display the impacts to protected habitat and jurisdictional waters within the northern and southern (lower and upper) segments, respectively. As required by Mitigation Measure AES-2, permanent removal of riparian trees must be mitigated at a ratio of 3:1 and permanent removal of upland trees must be mitigated at a ratio of 1:1. Table 2 provides a summary of riparian and upland trees to be removed. Figure 7[3] displays the impacts to native and non-native tree canopy combined within the Project area. See Appendix A for figures that display the impacts to native and non-native tree canopy separately. Table 3 and Table 4 provides a summary of the mitigation requirements based on these impacts to protected habitats/jurisdictional waters and individual trees, respectively. Table 5 summarizes mitigation requirements by also presenting the mitigation techniques and sites.

When completed, a total of 2.82 acres will be restored for mitigation due to permanent impacts, comprised of 2.74 acres of riparian habitat and 0.08 acres of salt marsh/wetland habitat. For permanent impacts, 1.76 acres of mitigation is required within the Coastal Zone and 1.07 acres is required outside the Coastal Zone. Although a minimum of 1.76 acres of riparian mitigation is required for impacts within the Coastal Zone, 1.83 acres of riparian mitigation will occur within and immediately adjacent to the Coastal Zone, which is collectively herein referred to as Coastal Zone mitigation. For temporary impacts, no mitigation is required within the Coastal Zone and 0.24 acre is required outside the Coastal Zone.

The Project's mitigation effort will ensure a net gain in the acreage and function of riparian woodland habitat in the San Jose Creek watershed. The woodland corridor adjacent to San Jose Creek and Old San Jose Creek will be expanded and enhanced through the removal of invasive species and installation of native plants. Native species diversity and abundance will be substantially

[2] The path alignment has been slightly modified since the creation of this figure to avoid larger mature native trees; the modified path design and reduced impact is not represented on the figure.

[3] The path alignment has been slightly modified since the creation of this figure to avoid larger mature native trees; the modified path design and reduced impact is not represented on the figure.

increased along an otherwise non-native dominated portions of these creeks that currently exists. A total of 2.74 acre of riparian woodland habitat will be restored, including 117 riparian mitigation trees located within this acreage and immediately adjacent, in accordance with the mitigation requirements associated with the Project. In addition, 20 upland mitigation trees will be installed at the Project site, in accordance with the mitigation requirements associated with the Project. To ensure that all mitigation sites have proper woodland and riparian function, an additional 200 trees will also be installed throughout the mitigation sites. These non-mitigation trees are herein referred to "surplus" trees, which will be installed above and beyond that which is needed for mitigation.

The Project's mitigation effort will ensure a net gain in the acreage and function of salt marsh/wetland habitat in the Devereux Creek watershed. The salt marsh habitat will be expanded and enhanced through the removal of invasive species and installation of native plants. Native species diversity and abundance will be increased along an otherwise non-native infested portion of this creek. A total of 0.08 acre of salt marsh/wetland will be restored, in accordance with the mitigation requirements associated with the Project.

The restoration efforts will be a combination of creation in upland areas where aquatic resources (i.e., native vegetation) are absent, re-establishment in areas where aquatic resources (i.e., native vegetation) will be established, and enhancement in areas where the existing aquatic resources (i.e., native vegetation) are degraded[4]. Restoration will also occur at the Project site to mitigate 0.24 acre of temporary impacts to riparian habitat and jurisdictional waters due to Project-related activities. See Table 5 for a summary of mitigation techniques by mitigation site, which is further detailed and described further below in Section 2.1.1.

[4] Definitions based on the Compensatory Mitigation for Losses of Aquatic Resources (USACE and EPA 2008).

Table 1 Project Impacts to Protected Habitat and Jurisdictional Waters

Protected Habitat/Jurisdictional Waters	Permanent Impact[1] (Acres)	Temporary Impact[1] (Acres)
Northern Segment		
Riparian[2]: Intermittent Stream and Steelhead Critical Habitat (USACE Non-wetland Waters of the U.S., CDFW-jurisdictional Streambed, RWQCB Waters of the State)	0.005	0.03
Riparian[2]: California sycamore – Coast live oak riparian woodland (CDFW-jurisdictional Streambed, RWQCB Waters of the State)	0.35	0.21
Subtotal	**0.36**	**0.24**
Southern Segment		
Wetlands[2]: Pickleweed Mats/Southern Coastal Salt Marsh (USACE Wetland Non-wetland Waters of the U.S., CDFW-jurisdictional Streambed, RWQCB Waters of the State, CCC Wetland/ESHA[4])	0.02	0
Riparian[2]: Perennial Stream, Steelhead and Tidewater Goby Critical Habitat, and Essential Fish Habitats (USACE Waters of the U.S., CDFW-jurisdictional Streambed, RWQCB Waters of the State)	0	0
Riparian[2]: Arroyo Willow Thickets (CDFW-jurisdictional Streambed, RWQCB Waters of the State, CCC ESHA[4])	0.15	0
Riparian[2]: Coyote Brush Scrub[5] (CCC ESHA[4])	0.41	0
Subtotal	**0.58**	**0**
Total[3] (Northern and Southern Segments)	**0.93**	**0.24**
Subtotal USACE Jurisdiction	**0.03**	**0.03**
Subtotal RWQCB and CDFW Jurisdiction	**0.53**	**0.23**
Subtotal CCC Wetlands/ESHA Jurisdiction[4]	**0.58**	**0**

[1] The temporary and permanent impacts represented on this table indicate the total impact acreages, irrespective of agency jurisdiction.

[2] "Riparian" and "wetlands" as used herein are ecological terms, irrespective of agency jurisdiction.

[3] Totals are precise numbers calculated in GIS and discrepancies with tabular data presented here may occur due to rounding.

[4] Impacts will occur within the Coastal Zone.

[5] The on-site coyote brush scrub is located outside and adjacent to jurisdictional waters; the area is dominated by coyote brush, an upland species, and is not hydrologically dependent upon San Jose Creek due to the presence of the concrete channel that lines the creek.

Table 2 Trees to be Removed and Mitigated

Scientific Name	Common Name	Permanent Impact Areas[1]			
		Riparian Trees to be Removed	Upland Trees to be Removed	Total Number of Trees to be Removed	DBH Range (inches)
Eucalyptus cladocalyx and *E. globulus*	sugar gum and blue gum eucalyptus	5	18	23	4-74
Juglans californica	Southern California black walnut	2	–	2	18-25
Platanus racemosa	Western sycamore	8	–	8	4-42
Populus trichocarpa	black cottonwood	12	–	12	5-36
Quercus agrifolia	coast live oak	3	2	5	4-26
Salix lasiolepis	arroyo willow	9	–	9	4-23
Umbellularia californica	California bay	–	–	–	–
Total		**39**	**20**	**59**	**–**

DBH = diameter at breast height

[1] Tree impacts will only occur in the Non-Coastal Zone, no impacts to trees will occur within the Coastal Zone.

Table 3 Summary of Mitigation Requirements for Impacts to Protected Habitat/Jurisdictional Waters

Sensitive Biological Resource	Mitigation for Permanent Impact[1]				Mitigation for Temporary Impact[1]				Grand Total[3] Mitigation Required (acres)
	Mitigation Ratio (acreage)	Coastal Zone (acres)	Non-Coastal Zone (acres)	Permanent Impact Total (acres)	Mitigation Ratio (acreage)	Coastal Zone (acres)	Non-Coastal Zone (acres)	Temporary Impact Total (acres)	
Riparian[2]: Perennial Stream, Arroyo Willow Thickets (USACE Waters of the U.S., CDFW-jurisdictional Streambed, RWQCB Waters of the State, CCC ESHA)	3:1	0.45	1.07	1.52	1:1	0	0.24	0.24	**1.75**
Riparian[2]: Coyote Brush Scrub (CCC ESHA[4])	3:1	1.23	0	1.23	1:1	0	0	0	**1.23**
Wetland/Salt Marsh[2] (USACE Waters of the U.S., CDFW-jurisdictional Streambed, RWQCB Waters of the State, CCC wetland/ESHA)	4:1	0.08	0	0.08	1:1	0	0	0	**0.08**
Total[3]		**1.76**	**1.07**	**2.82**		**0**	**0.24**	**0.24**	**3.06**

[1] The temporary and permanent impacts represented on this table indicate the total impact acreages, irrespective of agency jurisdiction.

[2] "Riparian" and "wetlands" as used herein are ecological terms, irrespective of agency jurisdiction.

[3] Totals are precise numbers calculated in GIS and discrepancies with tabular data presented here may occur due to rounding.

[4] The on-site coyote brush scrub is located outside and adjacent to jurisdictional waters; the area is dominated by coyote brush, an upland species, and is not hydrologically dependent upon San Jose Creek due to the presence of the concrete channel that lines the creek.

Table 4 Summary of Mitigation Requirements for Impacts to Individual Trees

		Removal of Riparian Trees[1]			Removal of Upland Trees[1]			
Scientific Name	**Common Name**	**Trees to be Removed**	**Mitigation Ratio**	**Mitigation Amount**	**Trees to be Removed**	**Mitigation Ratio**	**Mitigation Amount**	**Total Mitigation Trees Required**
Eucalyptus cladocalyx and *E. globulus*	sugar gum and blue gum eucalyptus	5	3:1	15	18	1:1	18	33[2]
Juglans californica	Southern California black walnut	2	3:1	6	0	–	–	6
Platanus racemosa	Western sycamore	8	3:1	24	0	–	–	24
Populus trichocarpa	black cottonwood	12	3:1	36		–	–	36
Quercus agrifolia	coast live oak	3	3:1	9	2	1:1	2	11
Salix lasiolepis	arroyo willow	9	3:1	27	0	–	–	27
Umbellularia californica	California bay	0	3:1	–	0	–	–	0
Total				**117**			**20**	**137**

[1] Tree impacts will only occur in the Non-Coastal Zone, no impacts to trees will occur within the Coastal Zone.

[2] Eucalyptus will be replaced with native trees.

Table 5 Summary of Required Mitigation with Mitigation Technique and Site

	Mitigation Amount Required for Permanent Impacts/Removal	Mitigation Amount Required for Temporary Impacts	Mitigation Technique[5]	Mitigation Site
Protected Habitat and Jurisdictional Waters				
Riparian[1] (USACE Waters of the U.S., CDFW-jurisdictional Streambed, RWQCB Waters of the State, CCC ESHA)	1.52 ac (Coastal Zone[4] = 0.45 ac, Non-Coastal Zone = 1.07 ac)		Re-establishment, Enhancement	Adjacent to Coastal Zone: Old San Jose Creek at Ekwill Street Non-Coastal Zone: San Jose Creek at Northern Segment of Pathway, San Jose Creek at Jonny D. Wallis Park
		0.24 ac (Non-Coastal Zone)	Enhancement	Non-Coastal Zone: San Jose Creek at Northern Segment of Pathway
Riparian[1]: Coyote Brush Scrub (CCC ESHA)	1.23 ac (Coastal Zone)		Creation/ Enhancement, Re-establishment, Enhancement	Coastal Zone: San Jose Creek at Southern Segment of Pathway Adjacent to Coastal Zone: Old San Jose Creek at Ekwill Street
		0 ac	–	–
Wetland/Salt Marsh[1] (USACE Waters of the U.S., CDFW-jurisdictional Streambed, RWQCB Waters of the State, CCC ESHA)	0.08 ac (Coastal Zone)		Enhancement	Coastal Zone: Devereux Creek at Ellwood Mesa
		0 ac	–	–
Total[3]	**2.82 ac**	**0.24**		
Individual Trees[2]				
Riparian trees[2]	117 individuals	–	–	Adjacent to Coastal Zone: Old San Jose Creek at Ekwill Street Non-Coastal Zone: San Jose Creek at Northern Segment of Pathway, San Jose Creek at Jonny D. Wallis Park
Upland Trees	20 individuals	–	–	Non-Coastal Zone: San Jose Creek at Pathway
Total	**137 individuals**			

[1] "Riparian" and "wetlands" as used herein are ecological terms, irrespective of agency jurisdiction.

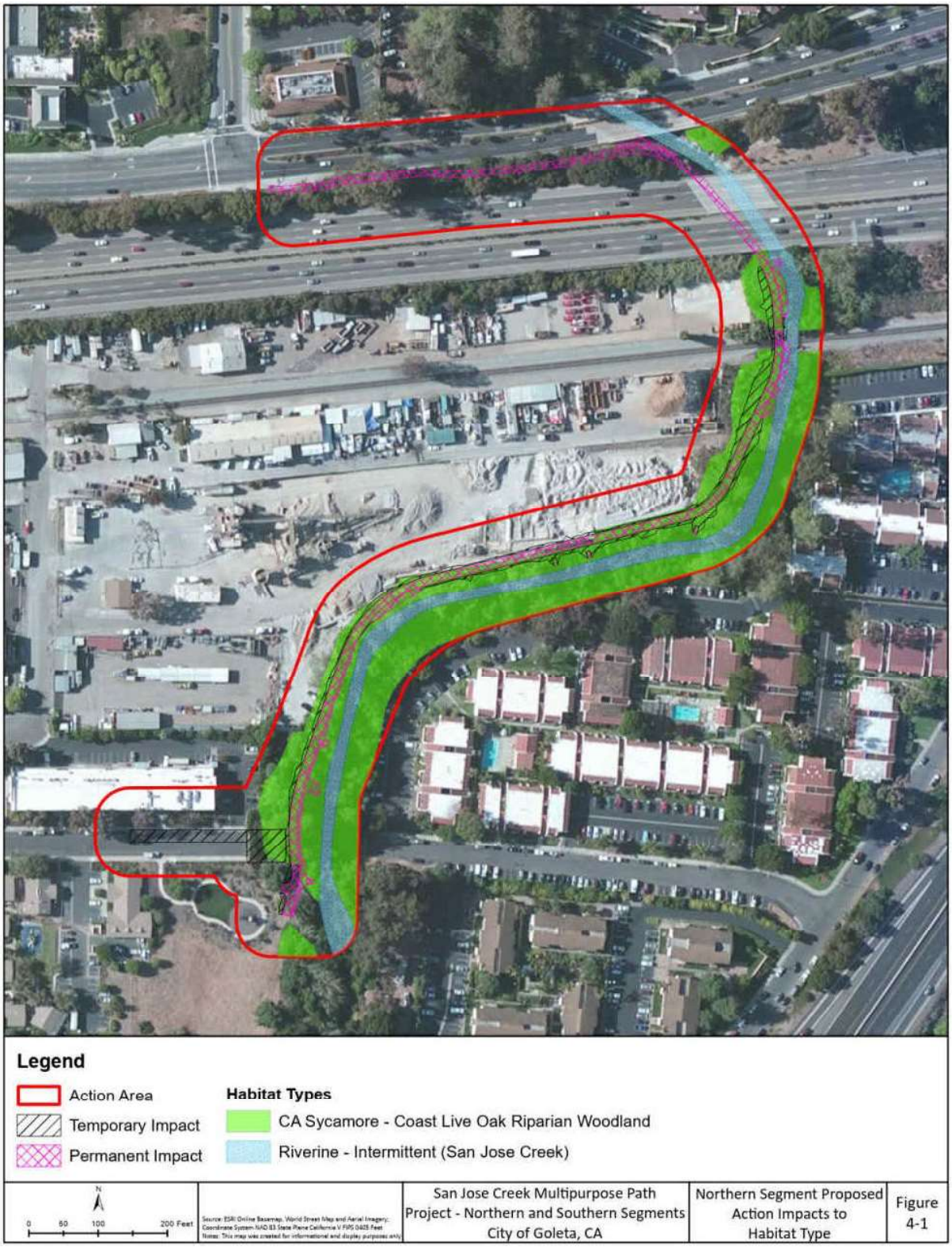
[2] Tree impacts will only occur in the Non-Coastal Zone, no impacts to trees will occur within the Coastal Zone.

[3] Totals are precise numbers calculated in GIS and discrepancies with tabular data presented here may occur due to rounding.

[4] Includes the Old San Jose Creek at Ekwill Street mitigation site which is adjacent to the Coastal Zone.

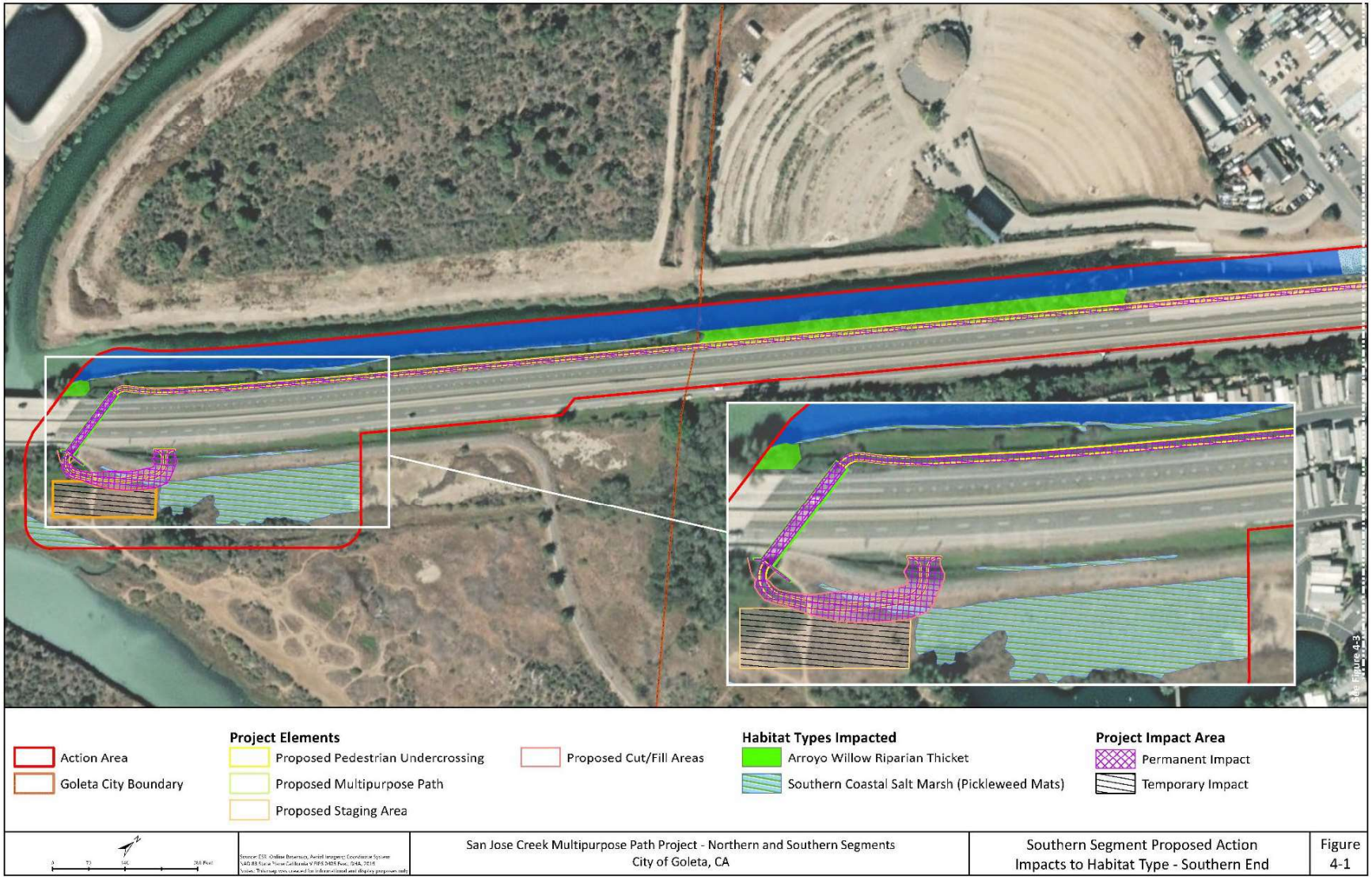
[5] See Table 7 for a specific breakdown of mitigation technique by site.

Figure 4 Impacts to Protected Habitat and Jurisdicitonal Waters – Northern Segment



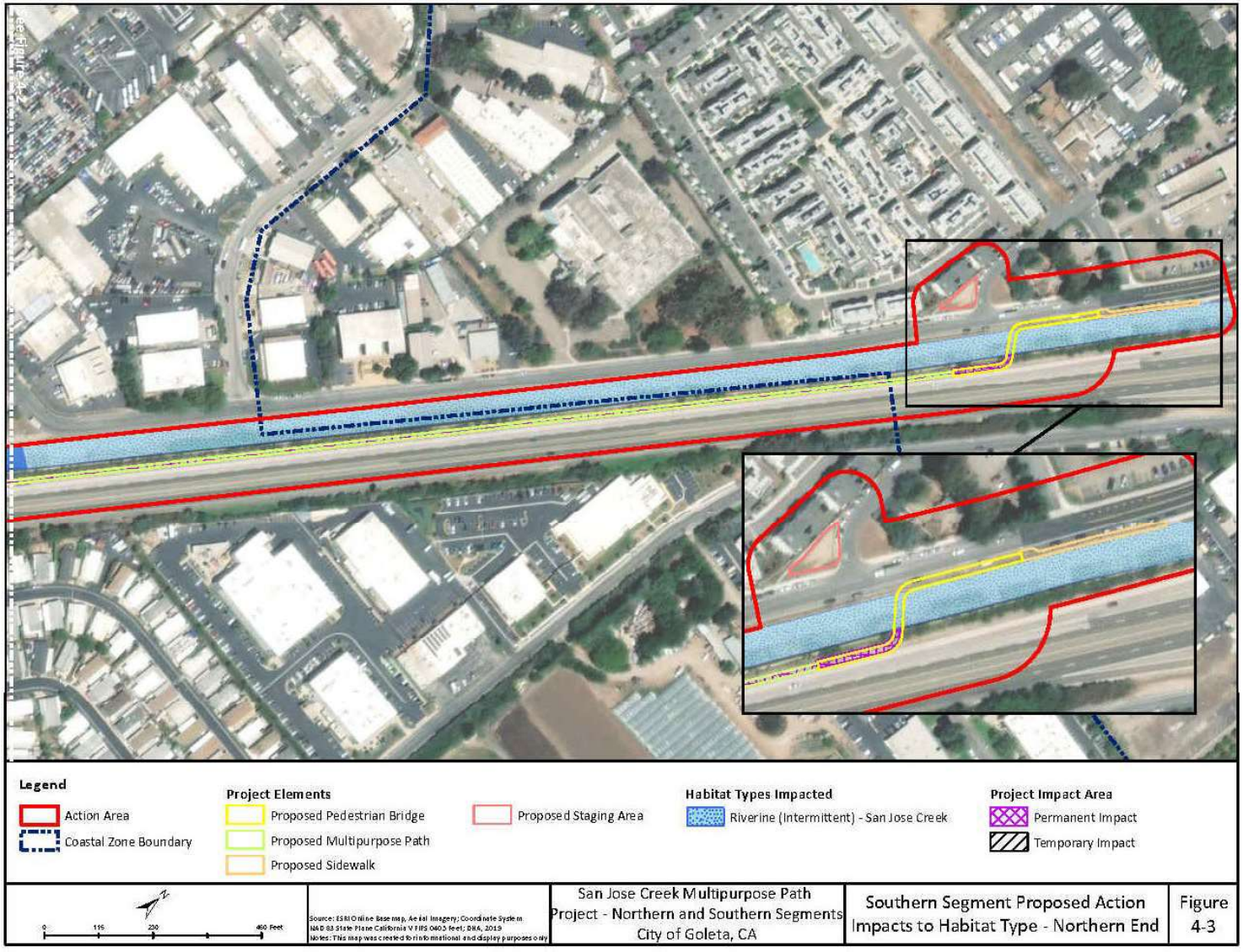
Source: Dewberry 2023c

Figure 5 Impacts to Protected Habitat and Jurisdicitonal Waters – Lower Southern Segment



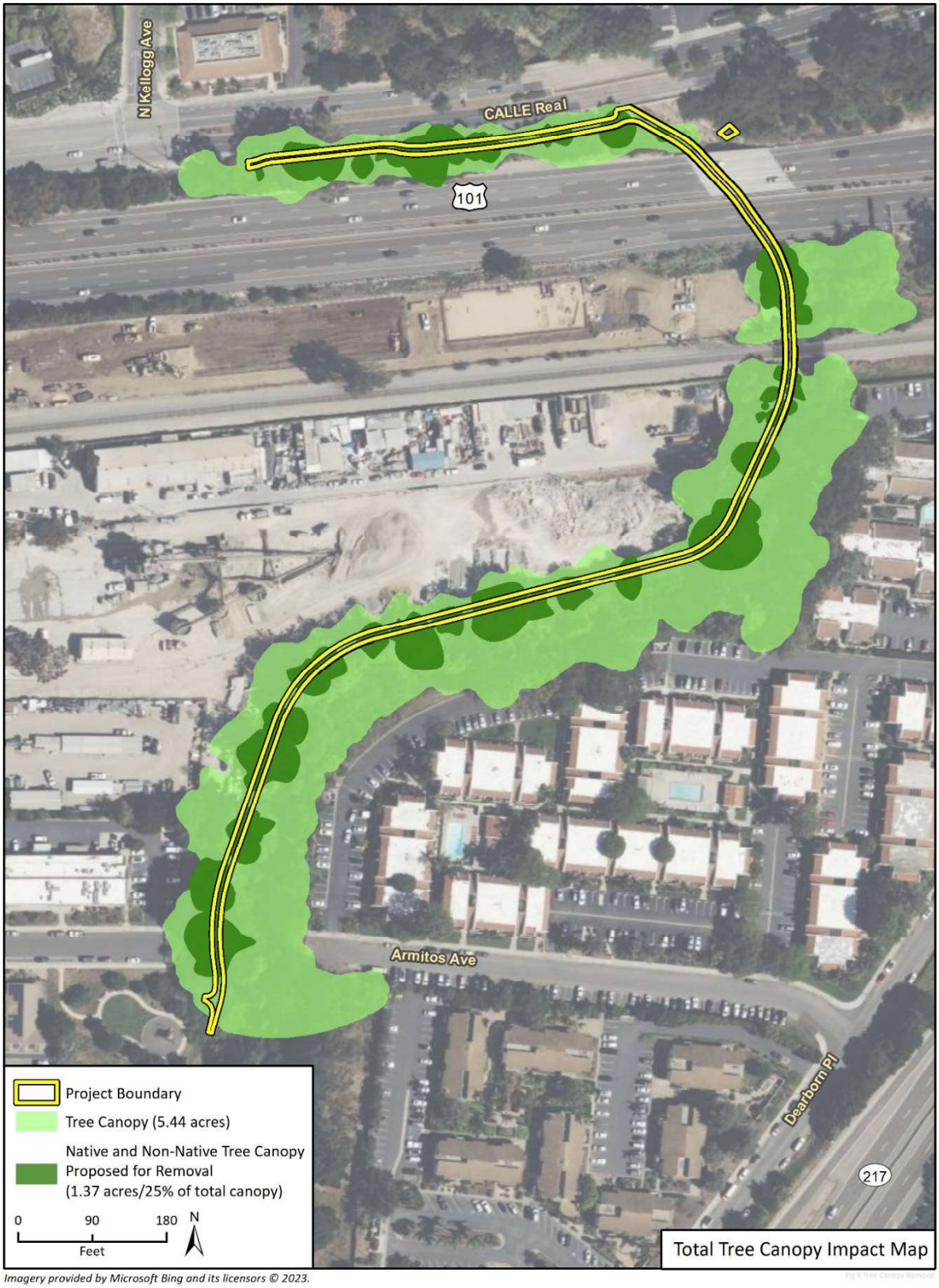
Source: Dewberry 2023a

Figure 6 Impacts to Protected Habitat and Jurisdicitonal Waters – Upper Southern Segment



Source: Dewberry 2023a

Figure 7 Impacts to Trees – Northern Segment



Note: The path alignment has been slightly modified since creation of this figure, to avoid larger mature native trees; the modified path design and reduced impact is not represented on the figure.

1.3 Environmental Setting

Land use designations surrounding the northern segment include Medium Density Residential, High Density Residential, Community Commercial, General Industrial, Planned Residential, and Open Space/Active Recreation. Land use designations surrounding the southern segment include Old Town (commercial), General Commercial, Business Park, Old Town, Service/Industrial, General Industrial, Mobile Home Park, Open Space, and Public/Quasi-Public. The Project is located adjacent to many local roads, as well as U.S. Route 101, SR 217, and the Union Pacific Railroad.

In accordance with the IS-MND, terrestrial habitat types within the Project area include urban (developed), ruderal (disturbed), barren lands; non-native vegetation communities such as ornamental, non-native grassland, iceplant mats (*Carpobrotus* spp. Herbaceous Semi-Natural Alliance), myoporum groves (*Myoporum laetum* Forest & Woodland Semi-Natural Alliance), and giant reed marshes (*Arundo donax* Herbaceous Semi-Natural Alliance); and native vegetation communities such as valley foothill riparian and coyote brush scrub (*Baccharis pilularis* Shrubland Alliance). Aquatic habitat types within the Project area include riverine (intermittent), ephemeral and perennial drainage, and riverine (tidal), and native vegetation communities such as arroyo willow riparian thicket (*Salix lasiolepis* Shrubland Alliance), southern coastal salt marsh/pickleweed mats (*Salicornia pacifica* Herbaceous Alliance), and southern coastal scrub shrub wetland. The Project area contains aquatic resources along San Jose Creek that fall under the jurisdiction of USACE, CDFW, Central Coast RWQCB, and CCC as detailed in Section 1.2. The banks of San Jose Creek range from gently sloping to relatively steep, and in some areas undercut, and are vegetated primarily with the understory species described under the valley foothill riparian habitat. San Jose Creek is a natural channel within the northern segment of the Project area. In the southern segment of the Project area, behind the chain link fence on the west side of SR 217, San Jose Creek is a concrete lined channel on the north, transitioning to a natural channel on the south. See Appendix B for figures depicting the habitat types and jurisdictional waters along the Project extent.

The Project is largely located within the San Pedro Creek watershed (Hydrologic Unit Code [HUC] 12 180600130202), which encompasses approximately 10,000 acres and stretches from the ridge of the Santa Ynez Mountains to its terminus in the Goleta Slough. Roughly 60 percent of the watershed supports native habitat (chaparral, oak woodland, and coastal sage scrub), and most of this occurs on steep mountainsides above Goleta and Santa Barbara. Roughly 18 percent of the watershed contains urban or impervious land uses, and 12 percent is occupied by irrigated agricultural uses (Stoecker 2002). The riparian mitigation sites are also located within the same watershed, along San Jose Creek and Old San Jose Creek. The salt marsh/wetland mitigation site is located within the Dos Pueblos Canyon-Frontal Santa Barbara Channel watershed (HUC12 180600130106), the watershed located immediately west of the Project area.

The Mediterranean climate of the Goleta region is mild, characterized by warm summers, and temperate, semi-moist winters. Daytime summer temperatures in the area average from the high 70s to mid-90s. Nighttime low temperatures during the summer are typically in the high 50s to low 60s. Winter daytime high temperature tends to be in the 60s, while winter low temperatures are in the 30s. Annual rainfall typically ranges from about 13 to 18 inches, with nearly all precipitation occurring between October and April (WRCC 2015). The ecology of Santa Barbara County includes vegetation communities consisting predominantly of coastal scrub, chaparral, oak woodland, marshlands, riparian woodland, and native and non-native grasslands.

1.4 Site Selection

The IS-MND states that the location of the mitigation sites will be prioritized to the Project site and immediate vicinity, as space allows, followed by off-site replacement in close proximity to the project site, and finally off-site but within the City of Goleta.

Mitigation was first pursued in appropriate areas within the immediate vicinity of the Project. To address mitigation required for impacts to riparian habitat, riparian trees, upland trees, and jurisdictional waters associated with the northern and southern segment of the path, one site was identified immediately adjacent to, and to the east of, the northern segment of the proposed San Jose Creek Multi-use Path. This mitigation site is 0.62 acre and includes additional areas for individual upland mitigation trees. To address mitigation required for impacts to riparian habitat, riparian trees, and jurisdictional waters, a second site was identified 0.06 miles south of the northern segment of the Project site along San Jose Creek within Jonny D. Wallis Park. This second mitigation site is 0.29 acre and includes additional areas for individual mitigation riparian trees. To address mitigation required for impacts to coyote brush scrub within the Coastal Zone, a third site was identified along the southern segment of the proposed San Jose Creek Multi-use Path, between the proposed path and concrete channel of San Jose Creek. This third mitigation site is 0.38 acre. There is not enough suitable areas along San Jose Creek to reach the full mitigation acreage needed; therefore, a fourth site was established in the same watershed 0.29 miles southwest of the Project site along Old San Jose Creek at Ekwill Street that totals 1.45 acre. Photographs of the mitigation sites are provided in Appendix C.

To address mitigation required for impacts to salt marsh habitat and jurisdictional waters for the southern segment of the path, areas under investigation in the vicinity of the segment were too small, fragmented, not owned by the City of Goleta, or not available for purchase. Once the options for restoration within the San Jose Creek were exhausted, a site located in the watershed immediately to the west within the Devereux Creek watershed was chosen. Approximately 0.08 acre at Devereux Creek on Ellwood Mesa was selected because it is located in the Coastal Zone and the transitional salt and freshwater marsh at the eastern end of the property is highly degraded due to invasion by non-native plants, the site offers greater opportunities for public appreciation and involvement, and the site is adjacent and contiguous with the restoration efforts being carried out at the University of California Santa Barbara (UCSB) North Campus Open Space.

In summary, a total of 2.74 aces of riparian mitigation will be restored that consists of 0.62 acre of riparian habitat along the northern segment of the San Jose Creek Path (located outside the Coastal Zone within the City of Goleta), 0.29 acre along San Jose Creek at Jonny D. Wallis Park (located outside the Coastal Zone within the City of Goleta), 1.45 acres of riparian habitat along Old San Jose Creek near Ekwill Street (located immediately adjacent to the Coastal Zone within the City of Goleta), and 0.38 acre of riparian habitat along the southern segment of the San Jose Creek Path (located within the Coastal Zone within the City of Goleta). Although a minimum of 1.76 acres of riparian mitigation is required for impacts within the Coastal Zone, 1.83 acres of riparian mitigation will occur within and immediately adjacent to the Coastal Zone, which is collectively herein referred to as Coastal Zone mitigation. A total of 0.08 acre of salt marsh habitat will be restored along Devereux Creek on Ellwood Mesa (located within the Coastal Zone within the City of Goleta). The entirety of salt marsh mitigation will occur within the Coastal Zone. See for Table 6 a summary of acreage and habitat per mitigation site.

Table 6 Mitigation Site Summary

Mitigation Site by Habitat Type	Coastal Zone[1]	Non-Coastal Zone	Grand Total
Riparian			
San Jose Creek along the Northern Segment of Pathway	–	0.62 ac	0.62 ac
San Jose Creek at Jonny D. Wallis Park	–	0.29 ac	0.29 ac
Old San Jose Creek at Ekwill Street	1.45 ac	–	1.45 ac
San Jose Creek along the Southern Segment of Pathway	0.38 ac	–	0.38 ac
Subtotal	**1.83 ac**	**0.91 ac**	**2.74 ac**
Salt Marsh/Wetland			
Devereux Creek at Ellwood Mesa	0.08 ac	–	**0.08 ac**
Grand Total	**1.91 ac[1]**	**0.91 ac**	**2.82 ac**

[1] A minimum of 1.76 acres of mitigation is required for impacts within the Coastal Zone (See Table 3). Riparian mitigation will occur within the Coastal Zone at San Jose Creek along the Southern Segment of Pathway and immediately adjacent to the Coastal Zone at Old San Jose Creek near Ekwill Street, which is collectively herein referred to as Coastal Zone mitigation. The entirety of salt marsh mitigation will occur within the Coastal Zone.

In summary, mitigation for riparian impacts associated with the Project will largely occur at San Jose Creek, supplemented at Old San Jose Creek at Ekwill Street. Mitigation for salt marsh/wetland impacts associated with the Project will occur at Devereux Creek. The mitigation sites are depicted in Figure 2 and further described in Section 2.1.

1.5 Responsible Party

All funding for planning, implementation, maintenance, and monitoring of this restoration and monitoring program shall be the responsibility of the City of Goleta (Responsible Party). The Responsible Party also retains the legal responsibility for implementing and monitoring the restoration on-site as described in this Mitigation Plan and shall be responsible for meeting the conditions of the agency permits to obtain final approval of the restoration by the City of Goleta and applicable agencies.

Responsible Party contact information:

Teresa Lopes, PE, Senior Project Manager
City of Goleta, Public Works Department
130 Cremona Drive, Suite B
Goleta, California 93117
tlopes@cityofgoleta.org

2 Compensatory Mitigation Plan

This compensatory Mitigation Plan provides details on mitigation requirements identified in the IS-MND as described above and methods for implementing the mitigation as described below. This Mitigation Plan will be reviewed by the regulatory agencies and will be implemented by the City with direction and oversight provided by a City-approved Restoration Biologist. The City-approved Restoration Biologist shall be familiar with habitat restoration implementation, monitoring, and reporting. Installation and maintenance activities will be performed by a City-approved Restoration Contractor. The Restoration Contractor will be a qualified native landscape or restoration contractor with similar experience in habitat restoration and enhancement.

2.1 Mitigation Work Plan

The following section details the preparation and installation methods for restoration at the mitigation sites. Restoration preparation and implementation elements include the restoration approach, source of plant materials, seed storage, plant propagation, non-native plant removal, erosion control, plant installation methods, and plant protection. Maintenance and monitoring elements include established performance criteria, maintenance plan, monitoring plan, reporting requirements, and restoration schedule.

2.1.1 Restoration Approach

The riparian woodland corridor along San Jose and Old San Jose creeks will be expanded and enhanced through the removal of invasive, non-native plant species and installation of native plants. Native species diversity and abundance will be increased along San Jose Creek in areas where riparian trees are removed for the Project, as well as in areas where invasive, non-native species have established. In addition, native upland tree abundance will be increased along Calle Real, which will also serve as visual screening. A total of 2.74 acre of riparian woodland habitat will be restored within the mitigation sites established along San Jose and Old San Jose creeks. In addition, individual riparian and upland trees will be installed outside this designated acreage. The salt marsh along Devereux Creek will be enhanced through the removal of invasive, non-native plant species and installation of native plants. Native species diversity and abundance will be increased where invasive, non-native species have established. A total of 0.08 acre of salt marsh wetland habitat will be restored within the mitigation site established along Devereux Creek. Restoration of approximately 0.24 acre will occur at the Project site to mitigate for temporary impacts to riparian habitat and jurisdictional waters due to project-related activities. See Table 7 for a summary of habitat to be restored within each mitigation site. Photographs of the mitigation sites are provided in Appendix C.

Based on impacts to individual trees, 137 mitigation trees are required (117 riparian trees and 20 upland trees). However, to ensure that all mitigation sites have proper woodland and riparian function, an additional 200 surplus trees will also be installed throughout the mitigation sites. These non-mitigation trees are herein referred to “surplus” trees, which will be installed above and beyond that which is needed for mitigation. Specifically, mitigation trees will be located along San Jose Creek at the mitigation sites along the northern segment of the pathway and at Jonny D. Wallis Park. Combined, the trees designated for these two mitigation sites will likely be more than required for mitigation; therefore, there will likely be surplus trees installed at the northern segment of the

pathway. All trees planned for Old San Jose Creek at Ekwill Street and San Jose Creek along the southern segment of the pathway will be surplus trees. All installed trees will be recorded thoroughly to document mitigation versus surplus. The distribution of trees per mitigation site is summarized in Table 7. See Table 8 for a summary of individual trees by species to be restored within the mitigation site.

This Mitigation Plan distinguishes creation, re-establishment, and enhancement[5] based on the presence or absence of an existing native plant community. If the area is an upland and currently lacks native vegetation, restoration activities in the area are considered "creation" as the aquatic native vegetation or other resources will be established with the goal of returning natural functions and values to an upland area. If the area is aquatic and currently lacks native vegetation, restoration activities in the area are considered "re-establishment" as the aquatic resource (native vegetation) will be established with the goal of returning natural functions and values to a degraded aquatic resource. If native species are present in the area and opportunities for improvement exist, such as removing non-native species to allow native species to naturally disseminate, propagate, germinate and establish, restoration activities in the area are considered "enhancement" as the degraded aquatic resource (native vegetation) will be improved. Of the 2.74 acre of riparian woodland restoration, mitigation techniques will include the following: 1.02 acre is considered re-establishment as native vegetation is absent because the areas are dominated by invasive non-natives; 1.34 acres are considered enhancement as native vegetation is currently present, although degraded; and 0.38 acre is a mosaic of creation and enhancement, with the creation occurring in upland areas where aquatic resources are absent. The 0.08 acre of salt marsh wetland habitat at Devereux Creek is considered enhancement as native vegetation is currently present, although it is highly degraded.

The following restoration treatment types will be implemented:

- Riparian woodland creation and re-establishment with planting and weeding
- Riparian woodland enhancement areas with weeding
- Salt marsh wetland enhancement with planting and weeding

The treatments will entail installing native trees, shrubs, and herbaceous species to provide a mosaic of shrub and tree canopy, as well as understory. A summary of habitat to be restored is provided below in Table 7. The following sections describe the detailed approach for each mitigation site.

[5] Definitions based on the Compensatory Mitigation for Losses of Aquatic Resources (USACE and EPA 2008).

Table 7 Summary of Habitat to be Restored within Each Mitigation Site

Mitigation Site and Habitat	Mitigation Technique			Grand Total (Acres)	Projected Jurisdictional Water Body
	Riparian Re-establishment (Acres or Number of Individual Trees)	Riparian Enhancement (Acres)	Creation/ Enhancement (Acres)		
San Jose Creek along the Northern Segment of the Pathway					
Riparian woodland	0.37 ac	0.25 ac	–	0.62 ac	CDFW streambed, RWQCB Non-wetland waters of the State
Individual riparian trees	Up to 111 trees[1]	–	–	–	–
Individual upland trees	20 trees	–	–	–	–
San Jose Creek at Jonny D. Wallis Park					
Riparian woodland	0.07 ac	0.22 ac	–	0.29 ac	CDFW streambed, RWQCB Non-wetland waters of the State
Individual riparian trees	Up to 41 trees[1] (17 existing + 24 new)	–	–	–	–
Old San Jose Creek at Ekwill Street (Adjacent to Coastal Zone)					
Riparian woodland	0.58 ac	0.87	–	1.45 ac	CDFW streambed, RWQCB Non-wetland waters of the State
Individual riparian trees	Up to 150 trees[1]				
San Jose Creek along the Southern Segment of the Pathway (In Coastal Zone)					
Riparian shrubland	–	–	0.38 ac	0.38 ac	Uplands adjacent to jurisdictional waters
Individual riparian trees	15 trees[1]				
Riparian Subtotal	**1.02 ac**	**1.34 ac**	**0.38 ac**	**2.74 ac**	
Devereux Creek at Ellwood Mesa (In Coastal Zone)					
Salt marsh wetland	–	0.08 ac	–	0.08 ac	CDFW streambed, RWQCB Wetland waters of the State, CCC wetland
Grand Total	**1.02 ac 137 mitigation trees + up to 200 surplus trees (337 trees total)[1]**	**1.42 ac**	**0.38 ac**	**2.82 ac**	

[1] Mitigation trees will be located along San Jose Creek along the northern segment of the pathway and at Jonny D. Wallis Park. Combined, the trees designated for these two mitigation sites will likely be more than required for mitigation; therefore, there will likely be surplus trees installed at the northern segment of the pathway. All trees planned for Old San Jose Creek at Ekwill Street and San Jose Creek along the southern segment of the pathway will be surplus trees.

Table 8 Summary of Individual Trees by Species to be Restored within the Mitigation Sites

Scientific Name	Common Name	Total Mitigation Trees Required[2]	Mitigation Trees to be Installed Required[2]	Surplus Trees to be Installed[2]	Grand Total
Eucalyptus cladocalyx and *E. globulus*	sugar gum and blue gum eucalyptus	33 [1]	–	–	–
Juglans californica	Southern California black walnut	6	12	–	–
Platanus racemosa	Western sycamore	24	24	–	–
Populus trichocarpa	black cottonwood	36	36	–	–
Quercus agrifolia	coast live oak	11	33	–	–
Salix lasiolepis	arroyo willow	27	27	–	–
Umbellularia californica	California bay	0	5	–	–
Total		**137**	**137**	**Up to 200**	**Up to 337**

[1] Eucalyptus will be replaced with native trees.

[2] Mitigation trees will be located along San Jose Creek along the northern segment of the pathway and at Jonny D. Wallis Park. Combined, the trees designated for these two mitigation sites will likely be more than required for mitigation; therefore, there will likely be surplus trees installed at the northern segment of the pathway. All trees planned for Old San Jose Creek at Ekwill Street and San Jose Creek along the southern segment of the pathway will be surplus trees.

San Jose Creek along the Northern Segment of Pathway

Mitigation for permanent impact to riparian habitat, riparian trees, and jurisdictional waters will occur within the future City ROW along San Jose Creek (excluding the active channel) immediately adjacent to, and east of, the northern segment of the pathway. The site is located outside the Coastal Zone. San Jose Creek is intermittent within this reach and is steelhead critical habitat as well as a City-designated riparian ESHA. This portion of San Jose Creek is characterized as California sycamore – coast live oak riparian woodland (*Platanus racemosa – Quercus agrifolia* Woodland Alliance). Native trees are abundant; however, several patches of giant reed (*Arundo donax*) are present and the understory is dominated by non-natives, offering ample opportunity for restoration. Re-establishment of 0.37 acre of riparian woodland and enhancement of 0.25 acre of riparian woodland, for a total of 0.62 acre, will occur as outlined further below. See Figure 8 for the restoration layout.

Mitigation for permanent impact to upland trees will occur along Calle Real, south of the path, north of U.S. Route 101, and west of San Jose Creek. Mitigation will occur within the Caltrans easement for U.S. Route 101, specifically in the upland temporary impact area. The upland habitat is not ESHA and is characterized as ornamental/landscape and ruderal. Individual upland trees will be installed as outlined below. See Figure 8 for the restoration layout.

Mitigation for temporary impacts to riparian habitat and jurisdictional waters will occur on both sides of the path. Approximately 0.24 acres will be restored. Although these areas are mutually exclusive from the re-establishment area designated for permanent impacts, the native trees that will be installed in the temporary impact areas on the east side of the path are included in the quantities therein (Figure 8). The edge of the riparian woodland will be enhanced with a variety of native tree species that provide important food and shelter sources for a variety of wildlife species. The function of the San Jose Creek riparian corridor will also be improved as it is currently invaded by non-native plants in the understory.

Riparian Re-establishment

Re-establishment of 0.37 acre of riparian woodland will occur along San Jose Creek ROW (excluding the active channel) immediately adjacent to and east of the Project site, within the areas where native and non-native trees will be removed for the Project and where large patches of giant reed will be removed (Figure 8). Up to 111 riparian trees will be installed as 1-gallon containers or ½-gallon tree tubes at 10-foot spacing. This quantity of trees includes those that will be installed within the temporary impact areas. If it is determined after Project construction and associated tree removal is complete that there is not enough space for the proposed number of trees, they will be installed at the Old San Jose Creek at Ekwill Street site instead, as described in corresponding Section below. Native herbs and shrubs will be installed as 1-gallon or 4-inch containers at 5-foot spacing. See Table 9 for the native plant palette. These species and quantities are general guidelines and are subject to change based on availability from the nursery and site conditions. Plant installation methods are described in Section 2.1.5. Non-native plants will be removed throughout the area as described in Section 2.3.2 and supplemental irrigation will be applied as described in Section 2.3.3.

Table 9 Native Plant Palette – San Jose Creek along the Northern Segment of Pathway

Scientific Name	Common Name	Quantity[1]
Riparian Trees[2]		
Juglans californica	Southern California black walnut	3
Platanus racemosa	Western sycamore	30
Populus trichocarpa	black cottonwood	32
Quercus agrifolia	coast live oak	6
Salix lasiolepis	arroyo willow	37
Umbellularia californica	California bay	3
Subtotal		**Up to 111 [3]**
Shrubs		
Baccharis salicifolia	mulefat	TBD
Frangula californica	California coffeeberry	TBD
Heteromeles arbutifolia	toyon	TBD
Lonicera subspicata var. *subspicata*	Santa Barbara honeysuckle	TBD
Phacelia ramosissima	branching phacelia	TBD
Sambucus mexicana (*S. nigra*)	blue elderberry	TBD
Subtotal		**193**
Grasses, Forbs, and Vines		
Artemisia douglasiana	mugwort	TBD
Bromus carinatus	California brome	TBD
Carex barbarae	Santa Barbara sedge	TBD
Clematis ligusticifolia	creek clematis	TBD
Distichlis spicata	saltgrass	TBD
Elymus condensatus	giant wild rye	TBD
Elymus triticoides	alkali ryegrass	TBD
Euthamia occidentalis	Western goldenrod	TBD
Hordeum brachyantherum subsp. *californicum*	California barley	TBD
Juncus patens	common California rush	TBD

Scientific Name	Common Name	Quantity[1]
Juncus phaeocephalus	brown-headed rush	TBD
Juncus textilis	Basket rush	TBD
Juncus xiphioides	iris-leaved rush	TBD
Rosa californica	California rose	TBD
Rubus ursinus	California blackberry	TBD
Salvia spathacea	hummingbird sage	TBD
Scrophularia californica	California figwort	TBD
Solidago velutina subsp. *californica*	velvety goldenrod	TBD
Verbena lasiostachys	verbena	TBD
Subtotal		**340**
Total		**645**

TBD = To be determined

[1] Riparian trees will be installed as 1-gallon containers or ½-gallon tree tubes at 10-foot spacing. Herbs and shrubs will be installed as 1-gallon or 4-inch containers at 5-foot spacing. These quantities are general guidelines and are subject to change based on availability from the nursery and site conditions.

[2] The native trees that will be installed in the temporary impact areas are included in the quantities.

[3] Mitigation trees will be located along San Jose Creek at the mitigation sites along the northern segment of the pathway and at Jonny D. Wallis Park. Combined, the trees designated for these two mitigation sites will likely be more than required for mitigation; therefore, there will likely be surplus trees installed at the northern segment of the pathway.

Riparian Enhancement

Enhancement of 0.37 acre of riparian woodland enhancement will occur along San Jose Creek ROW (excluding the active channel) immediately adjacent to and east of the Project, within the areas where non-native shrubs and herbs are present within the native tree canopy (Figure 8). Generally, this area is east of the re-establishment area. Non-native plants are abundant, especially in the understory, and will be removed throughout the area as described in Section 2.3.2.

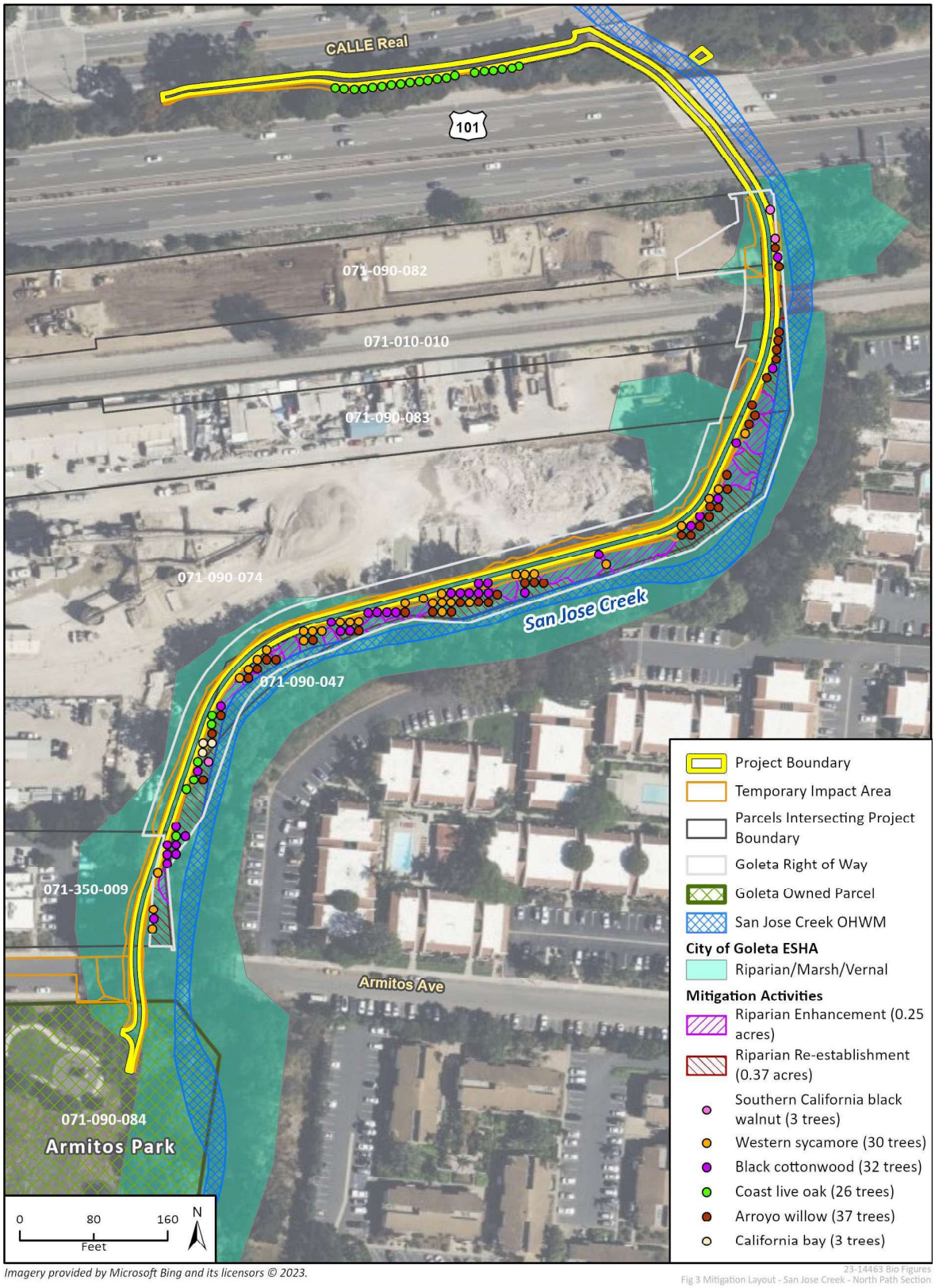
Individual Upland Trees

Mitigation for permanent impact to upland trees will occur along Calle Real, south of the path, north of U.S. Route 101, and west of San Jose Creek (Figure 8). Mitigation will occur within the Caltrans easement for U.S. Route 101, specifically in the upland temporary impact area along the south side of the path. Twenty coast live oak trees will be installed as 15-gallon containers or 24-inch or 36-inch boxes at approximately 10 to 15-foot spacing on-center. The coast live oaks will also serve as visual screening for the residential and commercial properties in the immediate vicinity. Non-native plants will be removed within a 3-foot radius from each mitigation tree as described in Section 2.3.2 and supplemental irrigation will be applied as described in Section 2.3.3.

Temporary Impact Areas (Riparian)

Up to 0.24 acres of temporary impacts may occur during construction along the path within the riparian habitat (Figure 4 and Figure 8). Individual riparian trees will be installed in these areas as described above in the Riparian Re-establishment Section; quantities are included therein. Herbs and shrubs will also be installed to provide native cover and help reduce potential erosion issues. The installation approach will be similar to that described above in the Riparian Re-establishment Section. Quantities are not provided herein as the temporary impact areas are dependent upon the final footprint of construction.

Figure 8 Restoration Layout – San Jose Creek along Northern Segment of Pathway



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23-14463 Bio Figures
Fig 3 Mitigation Layout - San Jose Creek - North Path Section

Note: The path alignment has been slightly modified since creation of this figure, to avoid larger mature native trees; the modified path design and reduced impact is not represented on the figure.

San Jose Creek at Jonny D. Wallis Park

Mitigation for permanent impact to riparian habitat, riparian trees, and jurisdictional waters will occur within the City-owned property along San Jose Creek at Jonny D. Wallis Park. The site is located outside the Coastal Zone. San Jose Creek is intermittent within this reach and is steelhead critical habitat as well as a City-designated riparian ESHA. This portion of San Jose Creek is characterized as California sycamore – coast live oak riparian woodland. Native trees are abundant; however, several patches of herbaceous invasive non-natives are present in the understory, as well as one patch of non-native golden rain trees (*Koelreuteria paniculata*), offering opportunity for restoration. Re-establishment of 0.07 acre of riparian woodland and enhancement of 0.22 acre of riparian woodland, for a total of 0.29 acre, will occur as outlined further below. See Figure 9 for the restoration layout.

Mitigation for permanent impact to riparian trees will occur within the park in two ways. Firstly, individual riparian trees will be installed along the edge of the existing riparian canopy, within the park grounds where an unmaintained or semi-natural understory occurs as further described below. Secondly, riparian trees already installed within the park grounds along the edge of the existing riparian canopy where an unmaintained or semi-natural understory occurs are included as mitigation trees for this Project as described further below. See Figure 9 for the restoration layout.

The edge of the riparian woodland will be enhanced with a variety of native tree species that provide important food and shelter sources for a variety of wildlife species. The function of the San Jose Creek riparian corridor will also be improved as there are several gaps in the native overstory and the understory has non-native plants.

Riparian Re-establishment

Re-establishment of 0.07 acre of riparian woodland will occur within the park along San Jose Creek (excluding the active channel), within the areas where non-native trees and understory will be removed (Figure 9). Up to 24 riparian trees will be installed as 1-gallon containers or ½-gallon tree tubes at 10-foot spacing. Herbs and shrubs will be installed as 1-gallon or 4-inch containers at 5-foot spacing. See Table 10 for the native plant palette. These species and quantities are general guidelines and are subject to change based on availability from the nursery and site conditions. Plant installation methods are described in Section 2.1.5. Non-native plants will be removed throughout the area as described in Section 2.3.2 and supplemental irrigation will be applied as described in Section 2.3.3.

Table 10 Native Plant Palette – Jonny D. Wallis Park

Scientific Name	Common Name	Quantity[1]
Riparian Trees[2]		
Juglans californica	Southern California black walnut	3
Platanus racemosa	Western sycamore	4
Populus trichocarpa	black cottonwood	11
Quercus agrifolia	coast live oak	3
Salix lasiolepis	arroyo willow	3
Subtotal		**Up to 24 [3]**
Shrubs		
See Table 9 for species		
Subtotal		**37**
Grasses, Forbs, and Vines		
See Table 9 for species		
Subtotal		**61**
Total		**122**

[1] In the re-establishment area, riparian trees will be installed as 1-gallon containers or ½-gallon tree tubes at 10-foot spacing. In the park grounds, riparian trees will be installed as 15-gallon containers, 1-gallon containers, or ½-gallon tree tubes at 10-foot spacing. Herbs and shrubs will be installed as 1-gallon or 4-inch containers at 5-foot spacing. These species and quantities are general guidelines and are subject to change based on availability from the nursery and site conditions.

[2] The native trees that will be installed in the park grounds, outside of the re-establishment area, are included in the quantities.

[3] Mitigation trees will be located along San Jose Creek at the mitigation sites along the northern segment of the pathway and at Jonny D. Wallis Park. Combined, the trees designated for these two mitigation sites will likely be more than required for mitigation; therefore, there will likely be surplus trees installed at the northern segment of the pathway.

Riparian Enhancement

Enhancement of 0.22 acre of riparian woodland will occur along San Jose Creek (excluding the active channel), within the areas where non-native shrubs and herbs are present within the native tree canopy (Figure 9). Generally, this area is surrounding and east of the re-establishment area. Non-native plants are abundant, especially in the understory, and will be removed throughout the area as described in Section 2.3.2.

Individual Riparian Trees

Mitigation for permanent impact to riparian trees will occur along the edge of the existing riparian canopy within the park grounds where an unmaintained or semi-natural understory occurs (Figure 9). Specifically, these areas include park grounds along the existing footpaths where the understory is comprised of installed landscape or ornamental native plants and minimally maintained by weeding and/or mulching. Up to 8 riparian trees will be installed as 15-gallon containers, 1-gallon containers, or ½-gallon tree tubes at 10-foot spacing. If available, the 15-gallon size is preferred for the park grounds and will be installed. See Table 10 for the native plant palette. These species and quantities are general guidelines and are subject to change based on availability from the nursery and site conditions. Plant installation methods are described in Section 2.1.5. Non-native plants will be removed within a 3-foot radius as described in Section 2.3.2 and supplemental irrigation will be applied as described in Section 2.3.3.

Individual Riparian Trees – Existing Native Landscape

Mitigation for permanent impact to riparian trees will occur within the park grounds along the existing riparian canopy will include native trees that have already been installed; these 17 riparian trees have an un-maintained or semi-natural understory (Figure 9). See Table 11 for the existing native landscaping trees that will be included as mitigation. As part of this mitigation effort, the existing western sycamore x London plane hybrid trees will be removed and replaced with native western sycamore trees that have been locally sourced from cuttings from known pure genetic stock, e.g., the Sister Witness Tree. Non-native plants will be removed within a 3-foot radius around each mitigation tree as described in Section 2.3.2 and supplemental irrigation will be applied to the western sycamores as described in Section 2.3.3. The mitigation trees that have been planted in Jonny D. Wallis Park will not be irrigated as they are already established.

Table 11 Existing Native Landscape Trees for Mitigation – Jonny D. Wallis Park

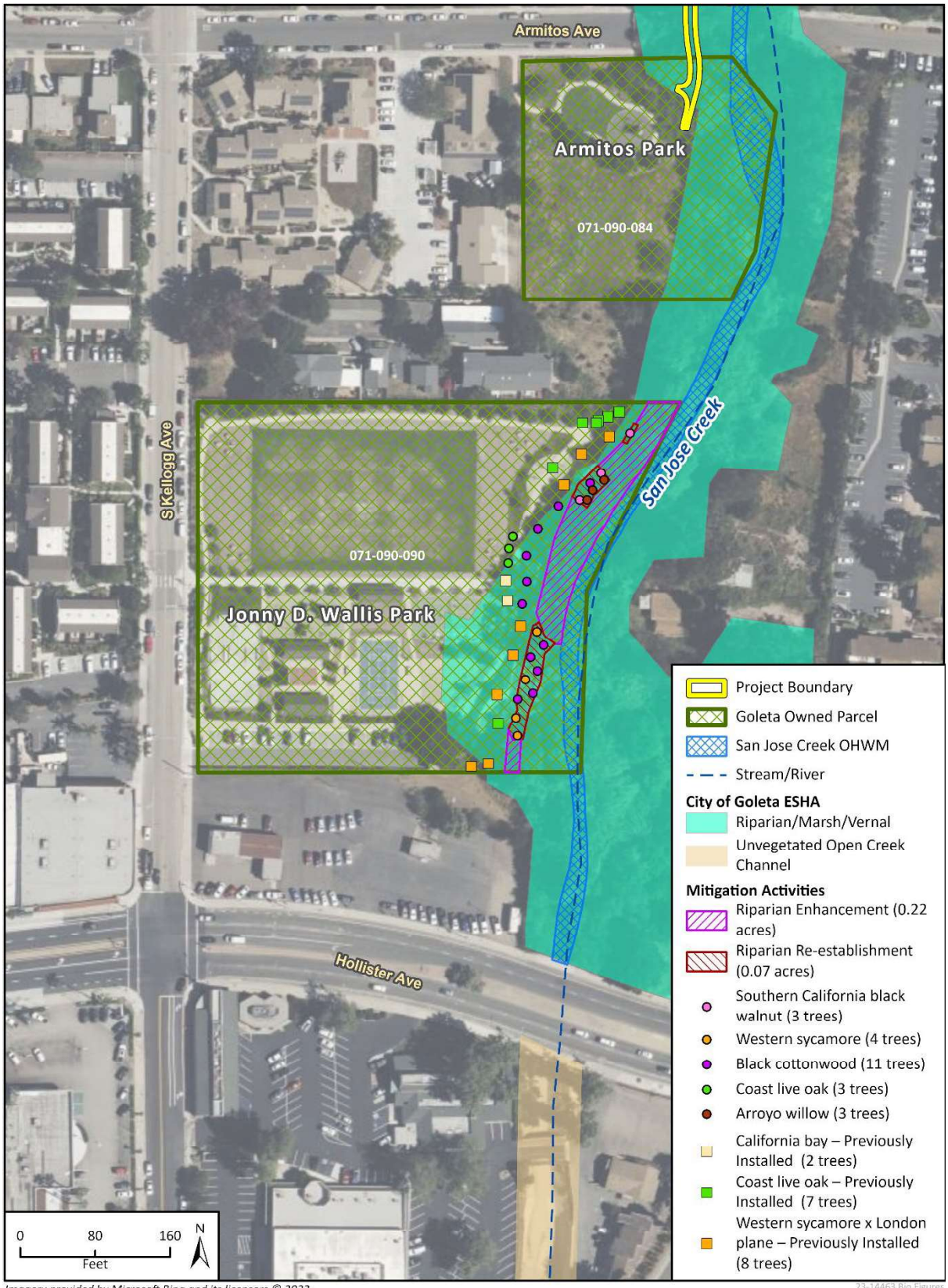
Scientific Name	Common Name	Quantity
Riparian Trees		
Platanus racemosa x P. hispanica (to be replaced by *P. racemosa*)	Western sycamore x London plane (to be replaced by western sycamore)	8
Quercus agrifolia	coast live oak	7
Umbellularia californica	California bay	2
Total		**17** [1]

[1] Mitigation trees will be located along San Jose Creek at the mitigation sites along the northern segment of the pathway and at Jonny D. Wallis Park. Combined, the trees designated for these two mitigation sites will likely be more than required for mitigation; therefore, there will likely be surplus trees installed at the northern segment of the pathway.

Old San Jose Creek at Ekwill Street

Mitigation for permanent impact to riparian habitat and jurisdictional waters will occur along Old San Jose Creek near Ekwill Street within two separate areas, City-owned property to the east and City ROW to west. Old San Jose Creek is ephemeral and a City-designated riparian ESHA. The site is located immediately adjacent to the Coastal Zone. This portion of Old San Jose Creek is characterized largely by black locust groves (*Robinia pseudoacacia* Woodland Semi-Natural Alliance) and eucalyptus groves (*Eucalyptus* spp. Woodland Semi-Natural Alliance) with limited black cottonwood woodland (*Populus trichocarpa* Forest & Woodland Alliance) and arroyo willow thickets (*Salix lasiolepis* Shrubland Alliance). The existing eucalyptus grove between the two areas supports western monarchs (*Danaus plexippus*), a sensitive species. This site is known as Site 114 and is fully described in Monarch Butterfly Overwintering Sites, Santa Barbara County (Meade et al. 2017). The site is an autumnal site, or a transitory site, meaning monarchs temporarily roost here before moving onto more suitable overwintering habitat. The site has been surveyed regularly since 2015, with the number of monarchs ranging widely with zero in 2015, 140 in 2016, 0 in 2017, and 2 in 2018 (Xerces Society 2019). The eucalyptus grove that comprises this section of the mitigation site will be restored specifically for monarchs. Native trees, shrubs, and understory are minimal along the creek here, and the understory is dominated by non-natives, offering ample opportunity for restoration. Re-establishment of 0.58 acre of riparian woodland re-establishment and 0.87 acres of riparian enhancement for monarchs, for a total of 1.45 acres, will occur as outlined further below. See Figure 10 for the restoration layout.

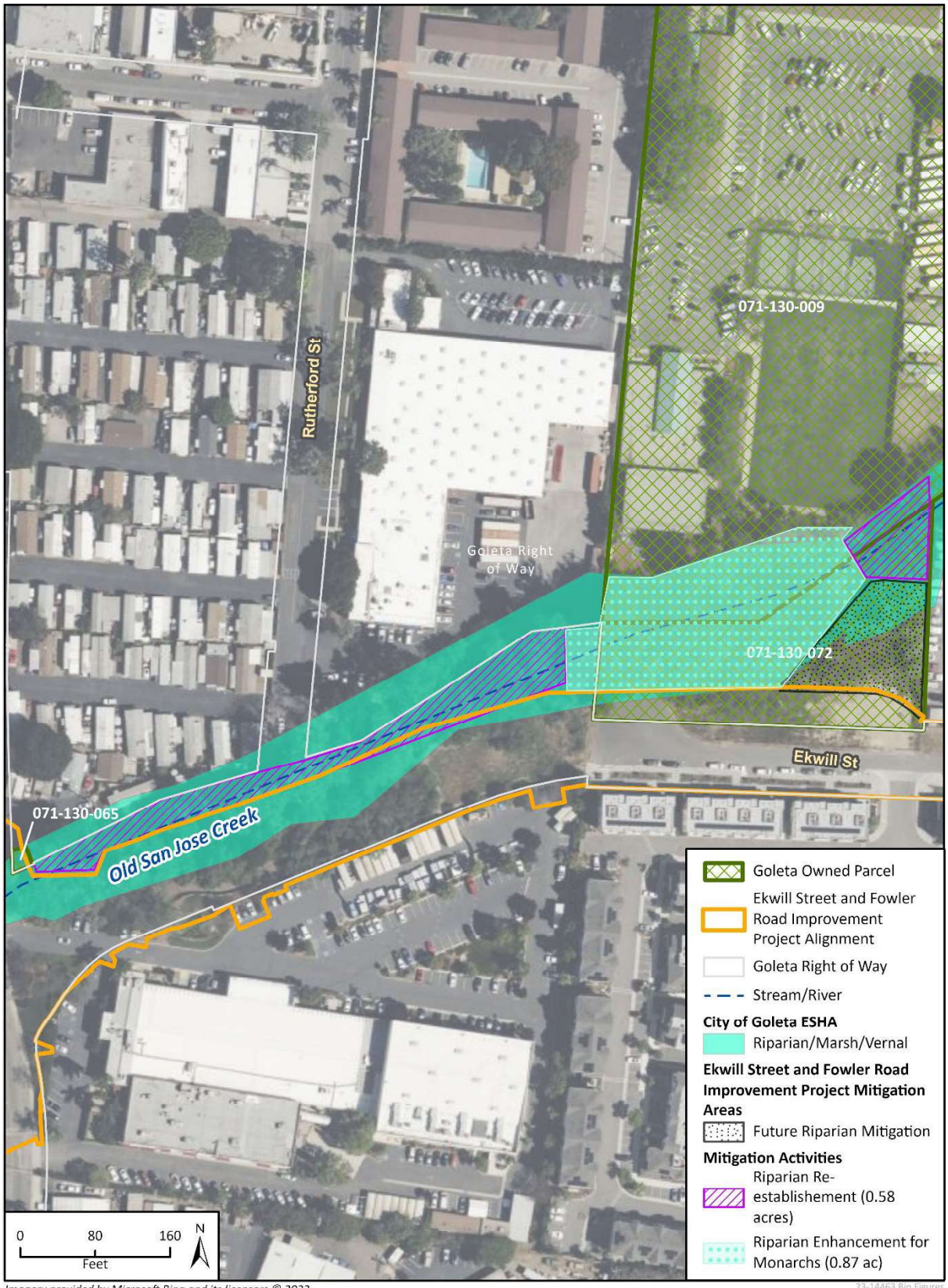
Figure 9 Restoration Layout – San Jose Creek at Jonny D. Wallis Park



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Additional Data provided by U.S. Geological Survey National Hydrography Dataset, 2023.

23-14463 Bio Figures
Fig 9 Mitigation Layout - San Jose Creek - Jonny D. Wallis Park

Figure 10 Restoration Layout – Old San Jose Creek at Ekwill Street



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Additional Data provided by U.S. Geological Survey National Hydrography Dataset, 2023.

23-14463 Bio Figures
Fig 10 Mitigation Layout - Old San Jose Creek - Ekwill Street

The extent of the riparian woodland will be enhanced with a variety of native tree species that provide important food and shelter sources for a variety of wildlife species. Specifically, the site offers opportunities to improve habitat for the monarch butterfly by providing nectar plants and by eventually providing wind buffer of native trees. The function of the Old San Jose Creek riparian corridor will also be improved as it is invaded by non-native plants in the understory and overstory. The site will be adjacent to the restoration efforts for the Ekwill Street and Fowler Road Improvement Project.

Riparian Re-establishment

Re-establishment of 0.58 acre of riparian woodland will occur along Old San Jose Creek in two sections, City-owned property to the east and City ROW to west (Figure 10). Up to 150 riparian trees will be installed as 1-gallon containers or ½-gallon tree tubes at 10-foot spacing. Herbs and shrubs will be installed as 1-gallon or 4-inch containers at 5-foot spacing. In coordination with a monarch biologist, the City-approved Restoration Ecologist will take special care to install a native planting "perimeter" around the existing eucalyptus habitat to help protect the grove and provide a wind buffer for the monarchs. See Table 12 for the native plant palette. These species and quantities are general guidelines and are subject to change based on availability from the nursery, site conditions, and further coordination with monarch biologists to design the native plant perimeter around the eucalyptus grove. Plant installation methods are described in Section 2.1.5. Non-native plants will be removed throughout the area as described in Section 2.3.2 and supplemental irrigation will be applied as described in Section 2.3.3.

Table 12 Native Plant Palette – Old San Jose Creek at Ekwill Street – Riparian Re-establishment Areas

Scientific Name	Common Name	Quantity[1]
Riparian Trees		
Juglans californica	Southern California black walnut	TBD
Platanus racemosa	western sycamore	TBD
Populus trichocarpa	black cottonwood	TBD
Quercus agrifolia	coast live oak	TBD
Salix lasiolepis	arroyo willow	TBD
Umbellularia californica	California bay	TBD
Subtotal		**Up to 150 [2]**
Shrubs		
See Table 9 for species		
Baccharis pilularis	Coyote bush	TBD
Subtotal		**303**
Grasses, Forbs, and Vines		
See Table 9 for species		
Subtotal		**557**
Total		**1,011**

TBD = To be determined

[1] Riparian trees will be installed as 1-gallon containers or ½-gallon tree tubes at 10-foot spacing. Herbs and shrubs will be installed as 1-gallon or 4-inch containers at 5-foot spacing. These species and quantities are general guidelines and are subject to change based on availability from the nursery and site conditions.

[2] All trees planned for Old San Jose Creek at Ekwill Street and San Jose Creek along the southern segment of the pathway will be surplus trees.

Riparian Enhancement for Monarchs

Enhancement of 0.87 acre of riparian woodland will occur along Old San Jose Creek in one section, City-owned property to the east and City ROW to west (Figure 10). The eucalyptus grove that comprises this section of the mitigation site will be restored specifically for monarchs. Over the past three to four years the City has worked with a team of monarch butterfly scientists and certified arborists to develop strategies to support and enhance monarch butterfly habitat. Strategies include mitigating fire risk by removing dead trees and vegetation and trimming dead branches, installing plants that flower in fall and winter and provide nectaring opportunities near and around the eucalyptus grove, and planting native understory provides an opportunity for the monarch to climb off of the ground when winter storms blow them off of the trees and they have not yet warmed to the temperature at which they can fly. In coordination with a monarch biologist, the City-approved Restoration Ecologist will take special care to install a native planting "perimeter" around the existing eucalyptus habitat to help protect the grove and provide a wind buffer for the monarchs. No trees or large shrubs will be installed within the eucalyptus grove to avoid inadvertently negatively affecting the mid-story and overstory canopy of the existing eucalyptus trees. Herbs and shrubs will be installed as 1-gallon or 4-inch containers at 5-foot spacing. See Table 13 for the native plant palette. These species and quantities are general guidelines and are subject to change based on availability from the nursery, site conditions, and further coordination with monarch biologists to design the native plant perimeter around the eucalyptus grove. Plant installation methods are described in Section 2.1.5. Non-native plants will be removed throughout the area as described in Section 2.3.2 and supplemental irrigation will be applied as described in Section 2.3.3.

Table 13 Native Plant Palette – Old San Jose Creek at Ekwill Street – Riparian Re-establishment for Monarch Area

Scientific Name	Common Name	Quantity[1]
Shrubs		
Baccharis pilularis	Coyote bush	TBD
Eriogonum fasciculatum	California buckwheat	TBD
Isocoma menziesii	coastal goldenbush	TBD
Mimulus aurantiacus	bush monkeyflower	TBD
Rhus integrifolia	lemonade berry	TBD
Subtotal		**28**
Grasses, Forbs, and Vines		
Dichelostemma capitatum	blue dicks	TBD
Euthamia occidentalis	western goldenrod	TBD
Helianthus californicus	California sunflower	TBD
Solidago velutina subsp. *californica*	velvety goldenrod	TBD
Verbena lasiostachys var. *lasiostachys*	verbena	TBD
Subtotal		**66**
Total		**95**

TBD = To be determined

[1] Herbs and shrubs will be installed as 1-gallon or 4-inch containers at 5-foot spacing. These species and quantities are general guidelines and are subject to change based on availability from the nursery and site conditions.

Devereux Creek at Ellwood Mesa

Mitigation for permanent impact to salt marsh wetland habitat and jurisdictional waters will occur within City-owned property along Devereux Creek at the eastern edge of the Ellwood Mesa Open Space Preserve. The site is located within the Coastal Zone. The confluence of Devereux Creek and Devereux Slough is at this location, and is a City-designated marsh ESHA. This portion of Devereux Creek is characterized largely by native alkali heath marsh (*Frankenia salina* Herbaceous Alliance). Native forbs are present; however, non-natives have colonized the area due to regular disturbance, offering ample opportunity for restoration. Enhancement of 0.08 acre of the transitional salt and freshwater marsh wetland will occur as further outlined below. See Figure 11 for the restoration layout.

The transitional salt and freshwater marsh wetland will be enhanced with a variety of native herbaceous species that provide important food and shelter sources for a variety of wildlife species. The function of the Devereux Creek corridor will also be improved as it is invaded by non-native plants in the existing marsh. The site offers greater opportunities for public appreciation and involvement, and the site is adjacent and contiguous with the restoration efforts being carried out at the UCSB North Campus Open Space and will be adjacent to the prosed restoration efforts for the Ekwill Street and Fowler Road Improvement Project.

Salt Marsh Wetland Enhancement

Enhancement of 0.08 acre of marsh wetland will occur along Devereux Creek at the eastern edge of the Ellwood Mesa Open Space Preserve (Figure 11). The exact layout of this site might change slightly as the City is planning for a small pedestrian foot bridge in this general area and the exact location is unknown at this time. In addition, minor grading may be needed to restore better flow and function to the area chosen. Herbs and select shrubs will be installed as 1-gallon or 4-inch containers at 5-foot spacing. These quantities are general guidelines and are subject to change based on availability from the nursery and site conditions. See Table 14 for the native plant palette. These species and quantities are general guidelines and are subject to change based on availability from the nursery and site conditions. Plant installation methods are described in Section 2.1.5. Non-native plants will be removed throughout the area as described in Section 2.3.2 and supplemental irrigation will be applied as described in Section 2.3.3.

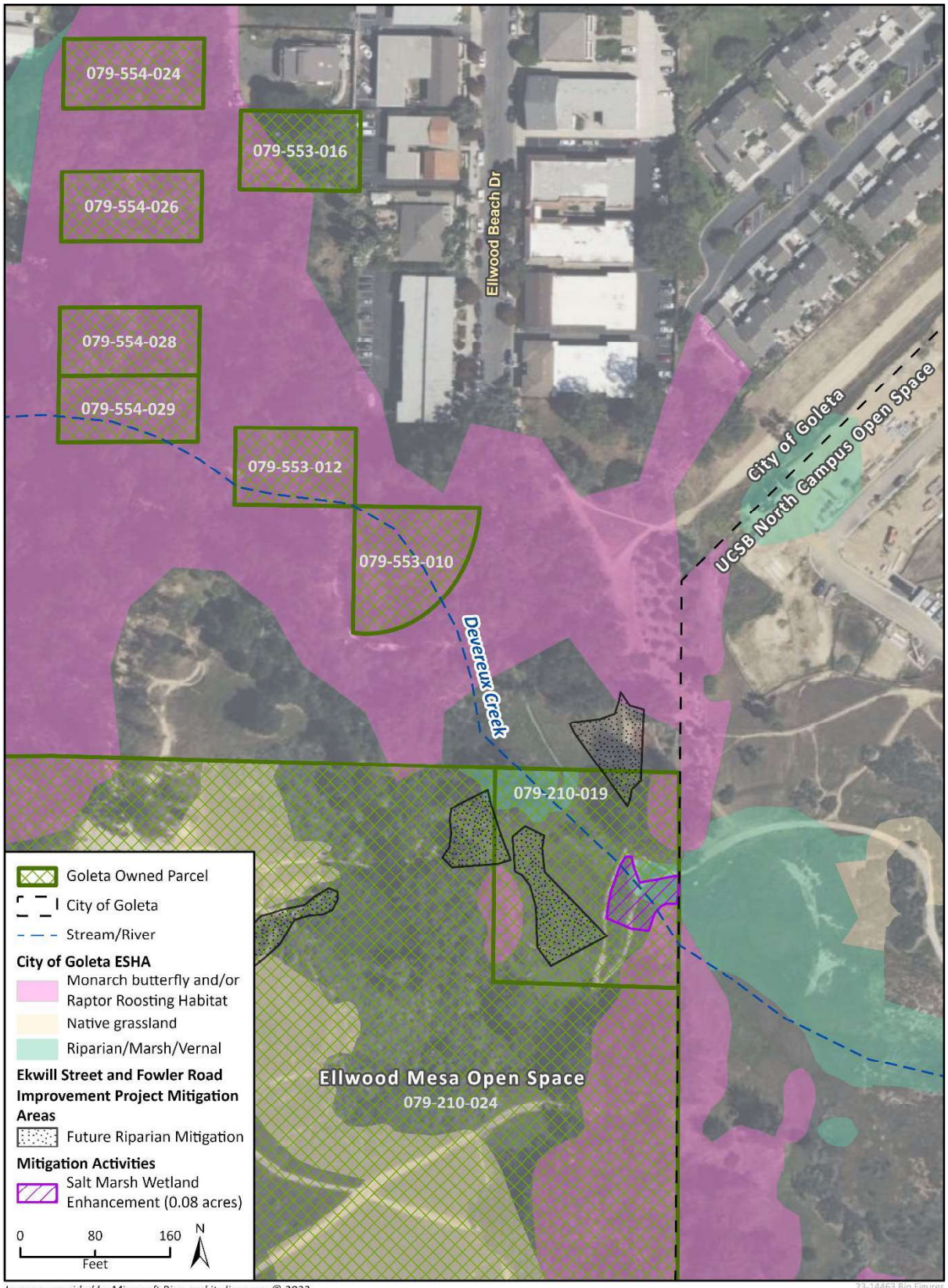
Table 14 Native Plant Palette – Devereux Creek at Ellwood Mesa

Scientific Name	Common Name	Quantity[1]
Shrubs		
Isocoma menziesii	coast goldenbush	TBD
Atriplex lentiformis	quailbush	TBD
Subtotal		**14**
Grasses and Forbs		
Anemopsis californica	yerba mansa	TBD
Carex barbarae	Santa Barbara sedge	TBD
Cyperus eragrostis	umbrella-sedge	TBD
Distichlis spicata	saltgrass	TBD
Eleocharis macrostachya	common spikerush	TBD
Frankenia salina	alkali heath	TBD
Jaumea carnosa	fleshy jaumea	TBD
Juncus patens	common California rush	TBD
Juncus phaeocephalus	brown-headed rush	TBD
Paspalum distichum	knot grass	TBD
Schoenoplectus acutus	hardstem bulrush	TBD
Subtotal		**125**

TBD = To be determined

[1] Herbs and shrubs will be installed as 1-gallon or 4-inch containers at 5-foot spacing. These quantities are general guidelines and are subject to change based on availability from the nursery and site conditions.

Figure 11 Restoration Layout – Devereux Creek at Ellwood Mesa



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Additional Data provided by U.S. Geological Survey National Hydrography Dataset, 2023.

23-14463 Bio Figures
Fig 6 Mitigation Layout - Devereux Slough - Ellwood Mesa

San Jose Creek along the Southern Segment of Pathway

Mitigation for permanent impact to riparian habitat and jurisdictional waters will occur within the City-owned property immediately adjacent to, and west of, the southern segment of the pathway, and west of SR 217. The site is located within the Coastal Zone. San Jose Creek is intermittent within this reach and is steelhead critical habitat as well as a City-designated unvegetated open creek channel ESHA. Additionally within this reach, San Jose Creek is completely channelized for flood protection and therefore confined between concrete walls. This portion of the creek consists of an articulated concrete revetment mat along the bottom with slotted weirs for fish passage. A layer of fine textured alluvium and sand occurs along the eastern side of the channel. Vegetation is found only on the east side of the channel and is characterized as patchy coyote brush scrub in the compacted and disturbed areas between the creek and SR 217. The coyote brush scrub, an upland species, is located outside and adjacent to jurisdictional waters. The coyote brush is not hydrologically dependent upon San Jose Creek due to the presence of the concrete channel. A patchwork of creation and enhancement of 0.38 acre of riparian scrubland will occur in areas that lack or are dominated by coyote brush, respectively, as outlined further below. See Figure 12 and Figure 13 for the restoration layout.

The edge of the uplands adjacent to the concrete channel will be enhanced with a variety of native shrub species and a few tree species that provide important food and shelter sources for a variety of wildlife species. The function of the San Jose Creek riparian corridor will also be improved as it is currently lacking native vegetation in some areas.

Riparian Creation/Enhancement

A patchwork of creation and enhancement of 0.38 acre of riparian shrubland in the form of coyote bush and coastal sage scrub will occur along San Jose Creek immediately adjacent to, and west of, the southern segment of the pathway, and west of SR 217 (Figure 12 and Figure 13). Creation will occur in upland areas adjacent to the creek where native vegetation is absent and enhancement will occur in areas where native vegetation, i.e., coyote brush scrub, is present. Up to 15 riparian trees will be installed as 1-gallon containers or ½-gallon tree tubes at 10-foot spacing. Trees will only be installed at the southern end of the mitigation site where there is enough space to ensure that tree roots do not inadvertently cause damage to the concrete channel. Native herbs and shrubs will be installed as 1-gallon or 4-inch containers at 5-foot spacing and will largely be installed in areas without existing coyote brush. See Table 15 for the native plant palette. These species and quantities are general guidelines and are subject to change based on availability from the nursery and site conditions. Plant installation methods are described in Section 2.1.5. Non-native plants will be removed throughout the area as described in Section 2.3.2 and supplemental irrigation will be applied as described in Section 2.3.3.

Figure 12 Restoration Layout – San Jose Creek along Southern Segment of Pathway – Lower Portion



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23-14463 Bio Figures
Fig 12A - San Jose Creek South Segment Lower

Figure 13 Restoration Layout – San Jose Creek along Southern Segment of Pathway – Upper Portion



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23-14463 Bio Figures
Fig 13 - San Jose Creek South Segment Upper

Table 15 Native Plant Palette – San Jose Creek along Southern Segment of the Pathway

Scientific Name	Common Name	Quantity[1]
Riparian Trees		
Juglans californica	Southern California black walnut	TBD
Platanus racemosa	western sycamore	TBD
Populus trichocarpa	black cottonwood	TBD
Quercus agrifolia	coast live oak	TBD
Subtotal		**Up to 15 [2]**
Shrubs		
Artemisia californica	California sagebrush	TBD
Baccharis pilularis	Coyote brush	TBD
Diplacus aurantiacus	bush monkeyflower	TBD
Encelia californica	California sunflower	TBD
Epilobium canum	California fuchsia	TBD
Eriogonum parvifolium	Seacliff buckwheat	TBD
Frangula californica	California coffeeberry	TBD
Heteromeles arbutifolia	toyon	TBD
Isocoma menziesii	Coastal goldenbush	TBD
Lonicera subspicata var. *subspicata*	Santa Barbara honeysuckle	TBD
Phacelia ramosissima	branching phacelia	TBD
Salvia leucophylla	purple sage	TBD
Salvia mellifera	black sage	TBD
Sambucus nigra	blue elderberry	TBD
Subtotal		**99**
Grasses, Forbs, and Vines		
Ambrosia psilostachya var. *californica*	Western ragweed	TBD
Artemisia douglasiana	Mugwort	TBD
Bromus carinatus	California brome	TBD
Carex barbarae	Santa Barbara sedge	TBD
Clematis ligusticifolia	creek clematis	TBD
Elymus condensatus	giant wild rye	TBD
Elymus triticoides	alkali ryegrass	TBD
Hordeum brachyantherum subsp. *californicum*	California barley	TBD
Rosa californica	California rose	TBD
Salvia spathacea	hummingbird sage	TBD
Scrophularia californica	California figwort	TBD
Solidago velutina subsp. *californica*	velvety goldenrod	TBD
Verbena lasiostachys	verbena	TBD

Scientific Name	Common Name	Quantity[1]
Subtotal		**51**
Total		**166**

TBD = To be determined

[1] Riparian trees will be installed as 1-gallon containers or ½-gallon tree tubes at 10-foot spacing. Herbs and shrubs will be installed as 1-gallon or 4-inch containers at 5-foot spacing. These quantities are general guidelines and are subject to change based on availability from the nursery and site conditions.

[2] Approximately 20 trees can be installed at the southern/downstream ed of the mitigation site. All trees planned for Old San Jose Creek at Ekwill Street and San Jose Creek along the southern segment of the pathway will be surplus trees.

2.1.2 Source of Plant Materials

The large coast live oaks installed along the path along Calle Real as visual screening will be commercially available California natives with relatively low restrictions for the genetic requirements.

For the remainder and the majority of the plant stock, a qualified native nursery in coordination with the City-approved Restoration Biologist will gather plant stock, e.g., seeds and cuttings. To preserve the integrity of local gene pools, ensure adaptation to site-specific conditions, and avoid inadvertent introduction of inappropriate species or pathogens the native plant material used for revegetation will primarily be collected from the San Jose Creek and Devereux Creek watersheds. If sufficient plant material cannot be collected from this area alone, plant material from the Santa Barbara coast south of the Santa Ynez Mountains between Carpinteria and Gaviota will be used. Specifically, the existing western sycamore x London plane hybrid trees that will be removed and replaced with western sycamores at Jonny D. Wallis Park will be locally sourced from cuttings collected from known pure genetic stock, e.g., the Sister Witness Tree. If native material that doesn't adhere to these sources is accidentally installed, the individuals will be removed as soon as possible and replaced with locally-native plants. More specific areas for collection of native plant materials within the areas defined above will be defined in the field, taking into account the following:

- Ecological similarity to the area to the Project site
- Proximity to the Project site
- Land ownership
- Accessibility
- Abundance and availability of target species

Native plant collection shall ensure genetic diversity of source material and seed shall be collected from a diverse sample of the parent plants within the collection zone.

2.1.3 Seed Storage and Plant Propagation

A qualified native nursery contractor will store and propagate plant stock. As discussed further in Section 2.6, seed and cutting collection, and propagation of plants, will occur prior to mitigation installation and up to two years thereafter.

Seeds will be stored in a proper container in a cool, dry place. If necessary, seeds will be treated with freezing temperatures to kill insect pests by placing seeds in a freezer for 2 or 3 days. If necessary, seeds will be treated with low heat or a dehumidifier to reduce excess moisture. All containers of seeds will be labeled with the scientific name, date, and location of collection.

Seeds will be sown, or cuttings will be used, to establish container plants. These container plants can either be planted in the field or used to create additional seeds or cuttings in the nursery. Salvaged plants will be either directly transplanted by a qualified native landscape contractor or taken to the nursery and prepared for later transplanting. Nursery plants must be maintained in a healthy condition until delivery, free of any disease and pests. All plants obtained from the native plant nursery will be free of Argentine ants (*Linepithema humile*).

2.1.4 Site Preparation

Prior to plant installation, a qualified City-approved Restoration Contractor with oversight by the City-approved Restoration Biologist will remove non-native plants at the mitigation sites. Non-native plants will be removed primarily using hand removal methods, such as hand-held weed whips, loppers, and hoes. If hand removal is not feasible due to species resistance to hand removal methods, the size of the plant, or the number of plants, perennial invasive non-native species may be treated with herbicides.

Herbicide application will be limited as much as possible while maintaining effectiveness. Only individual plants will be treated; blanket spraying efforts will not be allowed. If herbicide is applied, it will be applied during dry and low wind conditions to prevent conveyance of herbicide into San Jose, Old San Jose, or Devereux creeks or other non-targeted areas. Herbicide application must be performed by a licensed applicator that can identify the species to be treated and is experienced in the handling and application of herbicides. Herbicides must be approved for use by the City and authorized under permit and property conditions. Only herbicides approved for use near or in water, such as AquaMaster™ or equivalent, will be used if necessary. Low toxicity herbicides should be used to the greatest extent practical. Rodenticides containing any anticoagulant compounds (including, but not limited to, Warfarin, Brodifacoum, Bromadiolone, or Diphacinone) will not be used.

One goldenrain tree at Jonny D. Wallis Park and several black locusts at Old San Jose Creek at Ekwill Street will need to be removed/treated prior to restoration installation. Removal/treatment will occur before planting begins in the area. Dependent upon the City's need for safety and protecting existing infrastructure at the park or protecting native plants that may be present at either site, the trees may be removed or girdled and left in place. For those trees that can be removed, stump grinding or similar method will be used to remove most of the trunk to ground level or to 6-12 inches below ground level if possible. Holes will then be made mechanically within the root zone to allow for native plants to be installed. If the stump can be removed to 6-12 inches below ground level, soil will be placed in the hole and plants will be installed there as well. Trees may be chipped on-site, and chipped trees may be used as mulch after they have dried out. For those trees that can be girdled, girdling will occur by removing the bark around the entire circumference of the trunk, thereby preventing transport of water and nutrients, and killing the tree. These trees will be left in place to minimize any further disturbance to native plants that would result from removal, to provide habitat for nesting birds and other wildlife as they decay, and to provide eventual structure in the creek bottom once they break down (a habitat value that is currently lacking in the creek).

Vegetation with potential to contain bird nests will not be removed during the breeding bird season (approximately February 1 through August 31) unless a City-approved biologist determines that it does not contain active bird nests. Tree removal will not occur during the monarch butterfly aggregation season (approximately October 1 through March 31) if aggregating monarchs are present.

Long term non-native plant removal will be conducted as described in Section 2.3.2.

2.1.5 Plant Installation Methods

A qualified Restoration Contractor with oversight by the City-approved Restoration Biologist will install plants to coincide with the first major winter storm (approximately October to December) when soil conditions are moist. The City-approved Restoration Biologist will determine precise planting locations in the field.

On average, 5-foot spacing will be used for shrubs, vines, grasses, and forbs. On average, tree species will be installed at 10-foot spacing. Table 9 through Table 15 provides the mix of plants and quantities for each riparian habitat type to be re-established.

Holes for the 1-gal container plants will be dug by hand using a shovel, hang auger, or similar device. Holes for the larger trees along Calle Real and in the park grounds of Jonny D. Wallis Park will be dug with medium or light-duty equipment as needed. Care will be taken not to disturb the root ball, stems, or branches when installing each container plant. The soil will be backfilled so as not to leave any air spaces around the container plant soil and roots. Planting pits will be backfilled with native soil so that the soil surface of the container plant is level with the ground. If soil conditions indicate that soil amendments such as biochar, mycorrhizae inoculum, or similar is needed, they will be employed.

After installation, mulch will be placed around each plant to prevent non-native plants from establishing and to help increase soil moisture. Mulch will be placed around each container plant at a depth of 2 to 3 inches. Mulch will be placed in a 2-foot radius for trees and a 1-foot radius for other species. Mulch shall not be allowed to contact the trunks of planted trees as this can lead to fungal development and rot. If applicable, mulch originating from the non-native on-site trees as described in Section 2.1.4 will be allowed some time to dry and then will be used around installed plants as feasible. Additional bark mulch originating from Santa Barbara, such as mulch available from the County's South Coast Recycling and Transfer Station, may be acquired as needed. Mulch should be organic, and mulch derived from *Eucalyptus* species shall be avoided unless it has been cured for a substantial amount of time. All purchased mulch will be free of Argentine ants.

Each container plant will be immediately watered until soil saturation is reached by a drip emitter system if feasible or by hand if water connections are not available. Long term irrigation will be applied as described in Section 2.3.3.

2.1.6 Plant Protection

Individual container plantings will not have any specific protection; however, if needed, signage and temporary construction fencing will be placed around the mitigation sites to inform people to stay out of the restoration area to minimize trampling of native plants. The temporary fencing will be made of green construction mesh-like fence approximately 4 feet high and t-posts (or similar). Fencing will follow the outer borders of each planting area. Underground gopher cages will be used only if gophers are abundant in the area. If needed, wire cages will be placed around container plants aboveground to prevent herbivory where needed.

2.1.7 Erosion Control

If deemed necessary, the Restoration Contractor with oversight by the City-approved Restoration Biologist will install erosion control materials, although problematic erosional issues are not expected to occur as there are no issues presently on-site. Erosion control devices may include hay bales at the base of slopes, jute netting, coconut fiber mats, fiber rolls, and/or straw wattle. Erosion

control materials containing plastics will not be used due to the hazards they pose to wildlife. Erosion control materials shall be weed free. If vegetation needs to be removed to install erosion control materials, it will not be removed during the breeding bird season (approximately February 1 through August 31) unless a City-approved biologist determines that it does not contain active bird nests. Erosion control materials will be maintained during the 5-year maintenance period or until plants are well established.

2.1.8 Access Routes and Staging Areas

The mitigation site will be accessed by vehicle via the closest public road or City parking lot, then from the pathway as feasible. From the street or the pathway, the mitigation sites will be accessed by foot. Staging areas will mainly be located near the vehicles; however, smaller staging areas may be sited within the planting areas. Staging areas will be contained to the smallest footprint possible and will not disturb native vegetation.

2.2 Performance Criteria

Performance criteria will be used to determine if the Project is successful during the 5-year maintenance and monitoring period as described in Sections 2.3 and 2.4. The following performance criteria have been set within this Mitigation Plan. These criteria are typical for the region and biologically appropriate for the sites.

- Installed trees shall have a minimum of 80 percent survival at the end of 5 years.
- Installed non-tree species shall have a minimum of 80 percent survival at the end of 5 years.
- Achieve 70 absolute percent native cover after 3 years and 85 absolute percent coverage by the end of the 5-year monitoring and maintenance period.
- Non-native invasive herbaceous species, excluding annual non-native grasses, shall remain below 5 absolute percent of total vegetation cover.
- No non-native invasive woody species shall be present within the mitigation site.
- The mitigation site shall be entirely without supplemental irrigation for a minimum of two years at the end of the 5-year monitoring and maintenance period.
- No single species may constitute more than 50 percent of the vegetative cover in the understory.

The City-approved Restoration Biologist will monitor to determine if performance criteria are being achieved as described in Section 2.4. If performance criteria are not being achieved, the City may be required to replant, as necessary, to ensure performance criteria are met.

2.2.1 Reference Site

If monitoring results indicate the success criteria are not anticipated to be achieved or if the success criteria are not met, corrective actions will be implemented as described in Section 2.9. Additionally, an assessment of conditions at a reference site with similar habitat to the mitigation site will be used to as a tool to measure the overall success of the mitigation site. A reference site will be established where ecologically intact examples of similar habitat are found, preferably in the same watershed. The reference site will be 400 square meters, per the plot size recommended for riparian woodlands in the CDFW-California Native Plant Society (CNPS) *Protocol for the Combined*

Vegetation Rapid Assessment and Relevé Field Form (CDFW-CNPS 2022 and 2023), where enough habitat is present.

2.3 Maintenance Plan

A qualified Restoration Contractor with oversight by the City-approved Restoration Biologist will conduct maintenance at the mitigation site for a period of 5 years. After initial restoration installation has been completed, the 5-year maintenance and monitoring period will commence, comprised of the 90-day Plant Establishment Period (PEP) and the following 4.75 years. Changes may be made as necessary based on annual monitoring reports, per the City's General Plan (City of Goleta 2009, Policy CE 1.7). The City-approved biologist will oversee adjustments to maintenance activities to ensure that the performance criteria for the mitigation site are achieved. Maintenance will include non-native plant removal, watering, replanting, and repairing of damage to plants, erosion control devices, fencing, and/or signs that are a result of erosion or vandalism.

2.3.1 90-Day Plant Establishment Period

The Restoration Contractor will be responsible for successful initial plant installation as determined by the Restoration Specialist in coordination with the City. Once the City deems the restoration installation complete, the 90-day PEP will begin. During this time, the Restoration Contractor will be responsible for site maintenance, and the Restoration Biologist will conduct monitoring visits as described in Section 2.4 below.

2.3.2 Maintenance Methods and Schedule

During the 5-year maintenance period, a qualified Restoration Contractor will conduct routine activities to maintain the plantings in a healthy condition, control erosion of the mitigation site, and ensure performance criteria are being achieved. Non-native plants will be removed primarily using hand removal methods, such as hand-held weed whips, loppers, and hoes. If hand removal is not feasible due to species resistance to hand removal methods, the size of the plant, or the number of plants, perennial invasive non-native species may be treated with herbicides. Herbicides may be used as described in Section 2.1.4.

The majority of invasive non-native plant removal efforts will be conducted during the peak growing season (winter and spring) when non-native plant species are most prevalent. A regular but lower level of effort during the rest of the year is recommended to minimize the spread of non-native plant seeds. The maintenance schedule and crew size will be adjusted based on the abundance of non-native plants on-site and the effort it takes to remove them before inflorescence and/or seed set.

Non-native plant species, including invasive plant species, will be removed as part of mitigation efforts; however, implementation of the mitigation has the potential to result in the spread of invasive plant species through soil displacement and disturbance and by the inadvertent transport of propagules (e.g., seeds, pieces of invasive plants that have broken off) by vehicles and people. All efforts shall be made to avoid the spread of and otherwise eliminate invasive weeds within the mitigation site, such as ensuring tools, equipment, vehicles, clothing and footwear, and other gear shall be cleaned to remove soil, seeds, and other plant parts.

The City-approved Restoration Biologist will monitor to determine if performance criteria are being achieved as described in Section 2.2. If performance criteria are not being achieved or are projected

as such, the City will take action to ensure performance criteria are met. Corrective actions may include, but are not limited to, increased frequency of non-native weed removal and replacement planting. Replacement planting in Year 1 and 2 will be necessary if survivorship does not meet the survival or percent cover percent performance criteria, and will likely occur even if performance criteria are being met to ensure the highest amount of native cover early on in the 5-year maintenance and monitoring period.

2.3.3 Irrigation Methods and Schedule

A temporary above ground irrigation system will be installed throughout the mitigation sites as feasible. The irrigation system will be set up to target individual plants via drip emitters and will avoid watering in between the plants to help prevent the growth of non-natives. The source of the water may be a permanent hookup if available, or a temporary water source such as a holding tank or water truck.

The City-approved Restoration Biologist will establish an irrigation schedule in conjunction with the qualified Restoration Contractor. Irrigation will be scheduled to maximize growth of native species and will account for natural rainfall, while minimizing growth of invasive non-native plants. Generally, if irrigation is needed, it will be provided to a greater extent during the growing season (winter and spring) to mimic seasonal weather patterns, with minimal irrigation provided as needed during the summer and fall to keep plants alive.

Towards the end of spring of the third year, the irrigation schedule will be gradually reduced over several weeks to wean the plants to adapt to a reduced watering schedule over the summer and fall. The irrigation system will be used for up to 3 years and plants will be completely weaned from the irrigation prior to the end of the third year. If irrigation materials are installed, they will be removed once the plants are weaned. In the case of replacement of western sycamores, if irrigation is needed beyond the third year, irrigating these individuals may be done by hand as needed.

2.3.4 Maintenance Restrictions

Vegetation with potential to contain bird nests will not be removed during the breeding bird season (approximately February 1 through August 31) unless a City-approved biologist determines that it does not contain active bird nests. Tree removal will not occur during the monarch butterfly aggregation season (approximately October 1 through March 31) if aggregating monarchs are present. Herbicide use will follow the methodologies outlined in Section 2.1.4 Site Preparation.

2.4 Monitoring Plan

Monitoring will be conducted by the City-approved Restoration Biologist. The mitigation sites will be monitored for a 5-year period to ensure successful establishment. Each year of the 5-year monitoring and maintenance period is defined as a 12-month timeframe starting when restoration implementation is complete. Changes may be made as necessary based on annual monitoring reports, per the City's General Plan.

2.4.1 Monitoring Methods and Schedule

Qualitative Monitoring

The mitigation sites will be qualitatively monitored by the City-approved Restoration Biologist monthly every month during Year 1 and every other month during Year 2 through Year 5. Qualitative monitoring will be used to determine if performance criteria are being met, or likely to be met, each year and by the end of Year 5. Visual estimates of percent cover of native, non-native, and invasive non-native plants will be made at each mitigation site. Installed trees will be assessed for green foliage, seasonal new growth, vigor and health, pests, etc. Observations on wildlife use, vegetation establishment trends, non-native plant invasion, evidence and extent of erosion, and the need for corrective actions will be collected. Additionally, monitoring will document how the mitigation site compares to the surrounding lands in terms of topography, hydrology, vegetation types, sensitive species present, and use by wildlife. Recommendations for maintenance needs will be made to the qualified Restoration Contractor based on observations made during the monitoring activities.

Photographs will be taken each year during the spring and winter monitoring to qualitatively document plant establishment, hydrologic conditions, and other site conditions. Permanent photo-documentation points will be established throughout the mitigation site, primarily prior to installation. Each photo point location will be documented using global positioning system (GPS) and marked in the field with Polyvinyl chloride or vinyl (PVC) pipes anchored by rebar, or a similar mechanism, which will be removed after completion of the 5-year monitoring period. The photographs will be included in the annual monitoring report to allow comparison between monitoring years.

Quantitative Monitoring

The mitigation sites will be qualitatively monitored by the City-approved Restoration Biologist twice a year, once in spring (April/May) and one in fall (September/October). Quantitative monitoring will be used to assess the success of the mitigation site per the performance criteria are being met, or likely to be met, each year and by the end of Year 5. Fixed-line transects will be installed throughout the mitigation sites to quantify the following parameters at each mitigation site, which will also be used to determine an average across all mitigation sites combined:

- Absolute percent cover for total vegetation, native species, non-native species, invasive non-native species, and bare ground
- Absolute percent cover by species
- Number of species present

The point-intercept method will be used to document plant species (or lack thereof) occurring along the transect and whether the species is native, non-native, or invasive non-native. Each transect will be at least 10 meters long and be sampled at 10 centimeters intervals at a minimum. Each transect location will be documented using a GPS and marked in the field with PVC pipes anchored by rebar, or similar mechanism, which will be removed after completion of the monitoring period. Transect locations will be selected systematically to sample different habitat types, with a minimum of two transects per mitigation site. Photographs will be taken at each transect during the quantitative monitoring events, separate from those photographs taken during the qualitative monitoring event.

The photographs will be included in the annual monitoring report to allow comparison between monitoring years.

The number of container plants that have died will also be recorded during the spring and winter quantitative monitoring events to calculate the percent survival of trees and non-tree species. If replacement plants are installed, they will be closely monitored for a minimum of 2 years (within the 5-year monitoring period) to ensure successful establishment.

Observations on wildlife use, vegetation establishment trends, non-native plant invasion, evidence and extent of erosion, and the need for corrective actions will be collected. Recommendations for maintenance needs will be made to the qualified Restoration Contractor based on observations made during the monitoring activities.

Final Inspection

Upon completion of the 5-year monitoring period, the City, in conjunction with the City-approved Restoration Biologist, will conduct a final inspection. Any outstanding items will need to be completed before the regulatory agencies give final approval and accept the restoration project as complete.

2.5 Reporting Requirements

The City-approved Restoration Biologist will prepare an as-built report within 30 days following the complete installation of the mitigation sites. The as-built report will document the plant and seed materials installed (species and quantities), genetic sourcing, and the methods and outcome of installation for each restoration treatment type and mitigation area. The annual reports will provide photographs taken at photo documentation points, photographs taken at transects, and relevant geographic information systems (GIS)-based figures.

The City-approved Restoration Biologist will prepare annual monitoring reports that will be transmitted to the appropriate permitting agencies, i.e., USACE, CDFW, RWQCB, and CCC. As described above, the restored mitigation sites will be monitored and maintained for a 5-year period with changes made as necessary based on monitoring events and annual monitoring reports, per the City's General Plan. Annual monitoring reports will be prepared within one month of the end of each year (a 12-month period) of the 5-year monitoring and maintenance period. The 5-year maintenance and monitoring period will begin when restoration implementation is complete. Annual reports will document the "As Built" condition of the mitigations sites, maintenance efforts, and monitoring methods and results. Annual reports will contain a quantitative analysis of performance criteria achievement and progress toward meeting final performance criteria. The annual reports will provide photographs taken at photo documentation points, photographs taken at transects, and relevant GIS-based figures. The 5th and final annual report will be noted as such and will serve as the Notification of Completion for the appropriate permitting agencies.

2.6 Schedule

The schedule for restoration preparation, implementation, maintenance, monitoring, and reporting is presented in Table 16. This schedule assumes that construction of the path will begin fall 2024 and will take approximately 18 months, and that initial mitigation installation will begin in fall/winter of 2026 after construction is complete. The schedule is subject to change dependent

upon the construction schedule, receiving appropriate Project permits and approvals, and plant availability.

Table 16 Mitigation Schedule

Timing	Task
Preparation	
Through spring 2028	Collect native seeds and cuttings, and propagate plants for initial and replacement planting (Sections 2.1.1, 0, and 2.1.3).
August to October 2026	Non-native plant removal immediately before plant installation (Section 2.1.4). Install erosion control as applicable (Section 2.1.7). Maintenance restrictions apply as described in Sections 2.1.4 and 2.3.4.
Prior to fall 2026	Set up photopoints for baseline photo monitoring.
Installation	
Fall/winter 2026	Install container plants (Section 2.1.1 and 2.1.5). Install irrigation system (Section 2.3.3).
Fall/winter 2027 and 2028	Replacement planting as necessary.
Maintenance (Year 1 through Year 5)	
January 2027 to December 2032	Conduct site maintenance (Section 2.3). Maintenance restrictions apply as described in Sections 2.1.4 and 2.3.4.
Monitoring and Reporting (Year 1 through Year 5)	
January 2027 to December 2032	Monthly qualitative monitoring (Section 2.4.1).
Each spring and winter, 2027 through 2032	Photograph monitoring (Section 2.4.1).
Each spring and winter, 2027 through 2032	Quantitative transect monitoring (Section 2.4.1).
Each January 2028 through 2033	Prepare annual monitoring reports (Section 2.5).

2.7 Site Protection Instrument

The mitigation sites are located within various parcels that are or will be protected in perpetuity as follows:

- San Jose Creek along the northern segment of the Pathway – For the riparian mitigation, the City is obtaining the ROW, which will be finalized prior to construction. The upland mitigation will occur within the Caltrans easement for U.S. Route 101.
- San Jose Creek at Jonny D. Wallis Park – City-owned property designated as a park
- Old San Jose Creek at Ekwill Street - City-owned property for the eastern section, City ROW for the western section
- Devereux Creek at Ellwood Mesa - City-owned property designated as open space and managed via the Ellwood Devereux Coast Open Space and Habitat Management Plan (URS et al. 2004)
- San Jose Creek along the southern segment of the Pathway – City-owned property

2.8 Long-term Management Plan and Financial Assurances

The City will be responsible for long-term management of the mitigation sites through the five-year maintenance and monitoring period and will ensure that the performance criteria are attained. Financial assurances through which the mitigation sites will be successfully completed are in development and will be finalized prior to construction.

2.9 Adaptive Management Plan

As described in Section 2.4.1, the City-approved Restoration Biologist will monitor the restoration sites to determine if performance criteria are being achieved as described in Section 2.2. Changes may be made as necessary based on results and recommendations of the monitoring efforts and annual monitoring reports. If performance criteria are not being achieved or are projected as such, the City may be required to take corrective actions. Corrective actions may include, but are not limited to, increased frequency of non-native weed removal and replacement planting has described in Section 2.3.2. If replanting occurs, restoration elements that may be changed include the plant species and quantities used and the location of the installed container plants, dependent on species. Additionally, maintenance measures such as non-native plant removal, irrigation, erosion control, vandalism repair, and/or plant protection may need to be modified to help ensure the success of the mitigation site.

If the Mitigation Plan cannot be implemented as approved, and is significantly modified as a result, the City will obtain approval from the USACE, CDFW, RWQCB, and CCC.

If monitoring or other information indicates that the Plan is not progressing towards meeting its performance criteria (See Section 2.2), the City will notify the USACE, CDFW, RWQCB, and CCC as soon as possible. The City will work with these agencies to address deficiencies in the Mitigation Plan and apply appropriate measures to ensure performance criteria are met.

3 List of Preparers

Rincon Consultants, Inc.

Primary Author

- Julie Love, MESM, Project Manager/Senior Restoration Biologist

Secondary Author

- Yuling Huo, ISA Certified Arborist #WE-11975A, Biologist

Technical Review

- Greg Ainsworth, ISA Certified Arborist #WE-7473A, Director

Field Surveys

- Julie Love, MESM, Project Manager/Senior Restoration Biologist
- Yuling Huo, ISA Certified Arborist #WE-11975A, Biologist
- Kaitlyn Weaver, ISA Certified Arborist #WE-14623A, Biologist

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- Isabelle Radis, GIS Analyst
- Emily Gaston, GIS Analyst

Publishing

- Luis Apolinar, Publishing Specialist
- Alvin Flores, Publishing Specialist
- Yaritza Ramirez, Publishing Specialist

4 References

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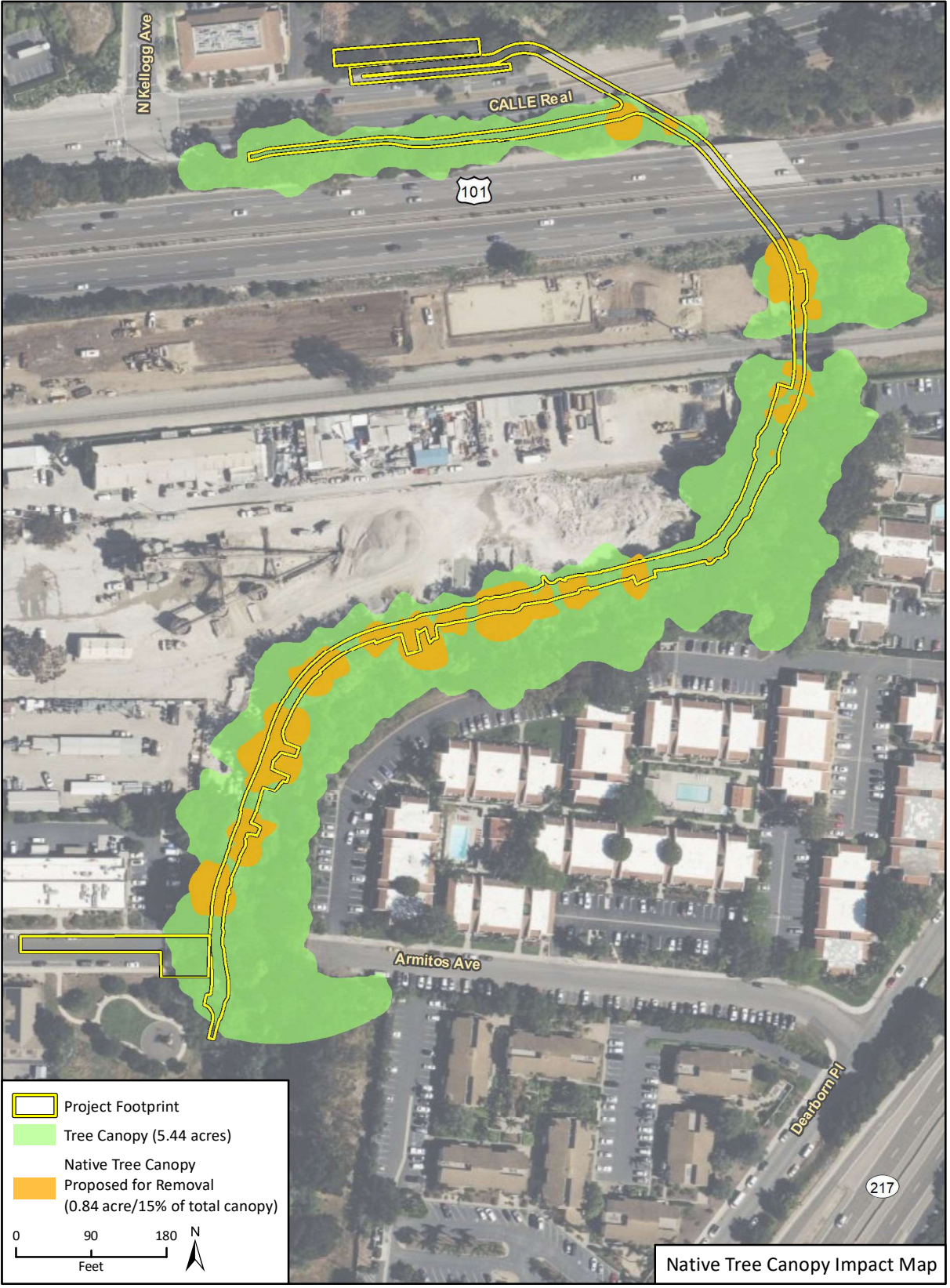
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Appendix A

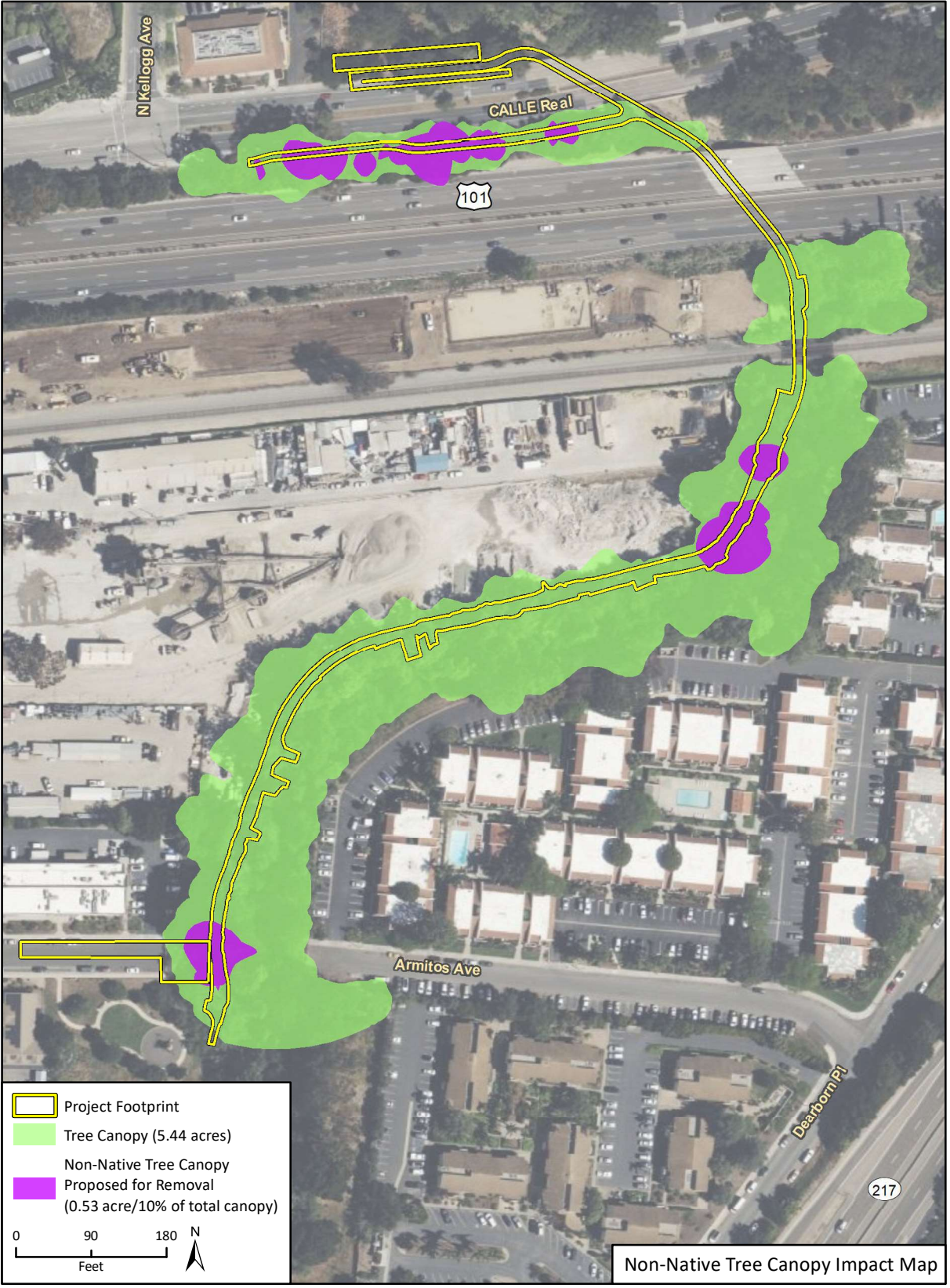
Figures – Impacts to Native and Non-native Trees (Rincon 2022)

Note: The path alignment has been slightly modified since the creation of these figures to avoid larger mature native trees; the modified path design and reduced impact is not represented on the figure.



Imagery provided by Microsoft Bing and its licensors © 2022.

Fig X Native Tree Canopy Removal



Imagery provided by Microsoft Bing and its licensors © 2022.

Fig X Non-Native Tree Canopy Removal

Appendix B

Figures – Habitat Types and Jurisdictional Waters (Dewberry 2023a)



Legend

Biological Study Area

Habitat Types

- Common Giant Reed Thicket
- Ornamental (Landscape)
- Riverine - Intermittent (San Jose Creek)
- Perennial Drainage Ditch
- Ruderal (Disturbed)
- Urban (Developed)
- California Sycamore - Coast Live Oak Riparian Woodland

Dewberry

0 50 100 200 Feet

Source: ESRI Online Basemap World Street Map and Aerial Imagery; Coordinate System NAD 83 State Plane California III FIPS 0403 Feet
Notes: This map was created for informational and display purposes only

San Jose Creek Multipurpose Path Project
City of Goleta, CA

Habitat Types within the Northern Segment

Figure D-1



Biological Study Area
Goleta City Boundary

Habitat Type

- Arroyo Willow Riparian Thicket
- Barren
- Coyote Brush Scrub
- Iceplant Mats
- Myoporum Groves
- Non-Native Grassland
- Riverine (Intermittent) - San Jose Creek
- Riverine (Tidal) - San Jose Creek
- Southern Coastal Salt Marsh (Pickleweed Mats)
- Southern Coastal Scrub Shrub Wetland
- Urban (Developed)

Dewberry

0 125 250 500 Feet

Source ESRI Online Basemap, Aerial Imagery;
Coordinate System NAD 83 State Plane California V FIPS 0405 Feet; DHA, 2019
Notes This map was created for informational and display purposes only;
boundary of riverine habitat is marked by the OHWM

San Jose Creek Multipurpose Path Project
City of Goleta, Santa Barbara County, CA

Habitat Types within the Southern Segment - Southern End

883

Figure D-2



Legend

Biological Study Area

Coastal Zone Boundary

Habitat Type

Coyote Brush Scrub

Non-Native Grassland

Riverine (Intermittent) - San Jose Creek

Urban (Developed)

Dewberry

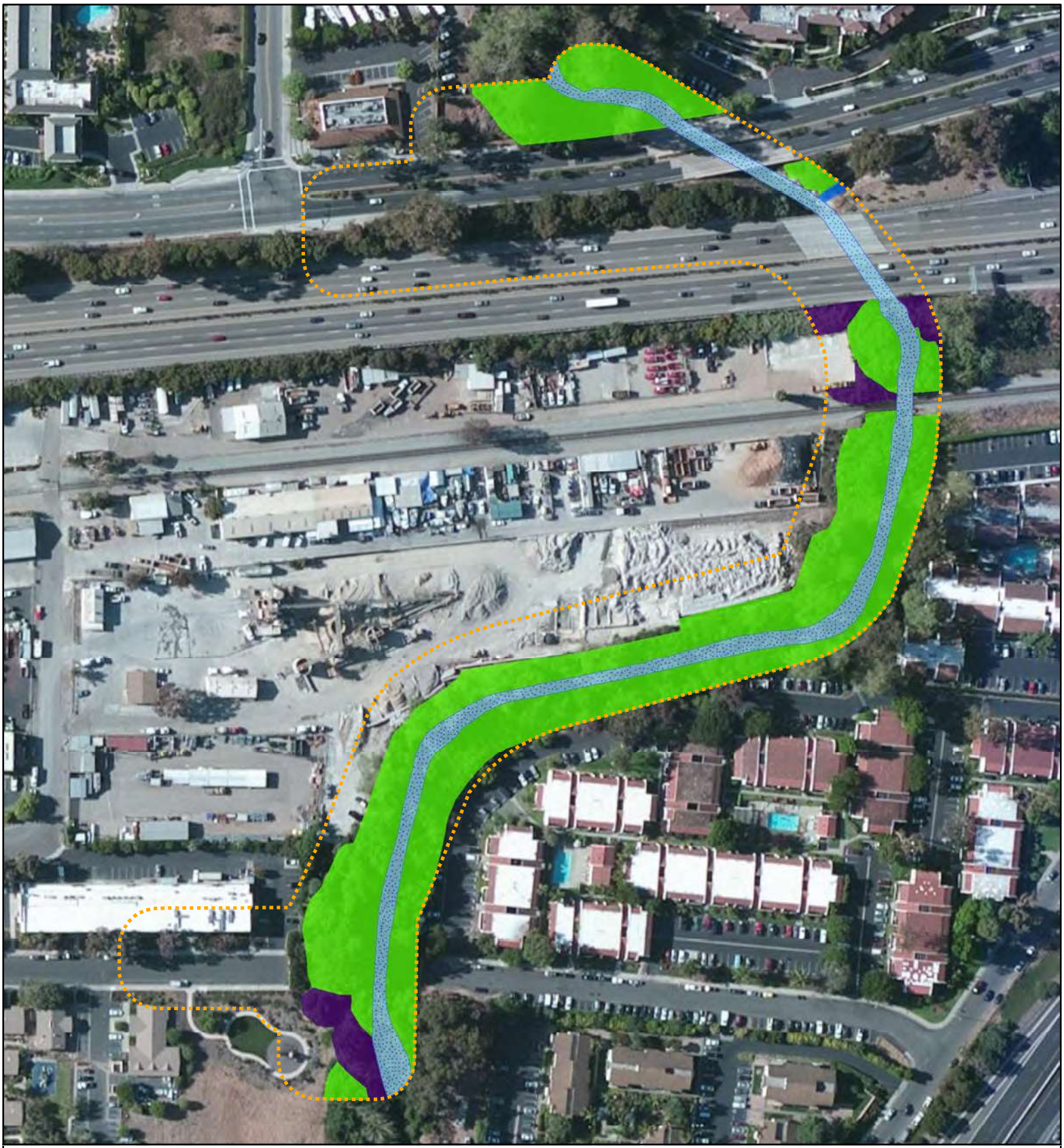
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Source: ESRI Online Basemap, Aerial Imagery;
Coordinate SystemNAD 83 State Plane California V FIPS 0405 Feet; DHA, 2019
Notes: This map was created for informational and display purposes only;
boundary of riverine habitat is marked by the OHWM

San Jose Creek Multipurpose Path Project
City of Goleta, Santa Barbara County, CA

Habitat Types within the Southern Segment - Northern End 884

Figure D-3



Legend

Biological Study Area

Potentially Jurisdictional Aquatic Resources (Corps)

Riverine (Intermittent) - San Jose Creek (0.90 acres)

Perennial Drainage Ditch (0.01 acres)

Potentially Jurisdictional Aquatic Resources (CDFW and RWQCB)

California Sycamore - Coast Live Oak Riparian Woodland (3.09 acres)

Common and Giant Reed Thicket (0.23 acres)

Perennial Drainage Ditch (0.01 acres)

Riverine (Intermittent) - San Jose Creek (0.90 acres)

Dewberry

0 50 100 200 Feet

Source: ESRI Online Basemap World Street Map and Aerial Imagery;
Coordinate System NAD 83 State Plane California III FIPS 0403 Feet
Notes: This map was created for informational and display purposes only

San Jose Creek Multipurpose Path Project
City of Goleta, CA

Potentially Jurisdictional Aquatic Resources within the Northern Segment

Figure D-4

OHWM @ 7-Foot Elevation*

UP-2
WP-2
UP-1
WP-1

See Figure D-6

Legend

Biological Study Area

Goleta City Boundary

Upland Data Points

Wetland Data Points

Potentially Jurisdictional Aquatic Resources (Corps)

- Riverine (Tidal) - San Jose Creek (2.55 acres)
- Southern Coastal Salt Marsh (Pickleweed Mats) (1.04 acres)
- Southern Coastal Scrub Shrub Wetland (0.13 acres)

Potentially Jurisdictional Aquatic Resources (RWQCB, CDFW and CCC)

- Arroyo Willow Riparian Thicket (0.76 acres)
- Iceplant Mats (Non-Native Riparian) (0.51 acres)**
- Riverine (Tidal) - San Jose Creek (2.55 acres)
- Southern Coastal Salt Marsh (Pickleweed Mats) (1.04 acres)
- Southern Coastal Scrub Shrub Wetland (0.13 acres)

* Light-blue dashed line
** Not under CCC jurisdiction

Dewberry

0 70 140 280 Feet

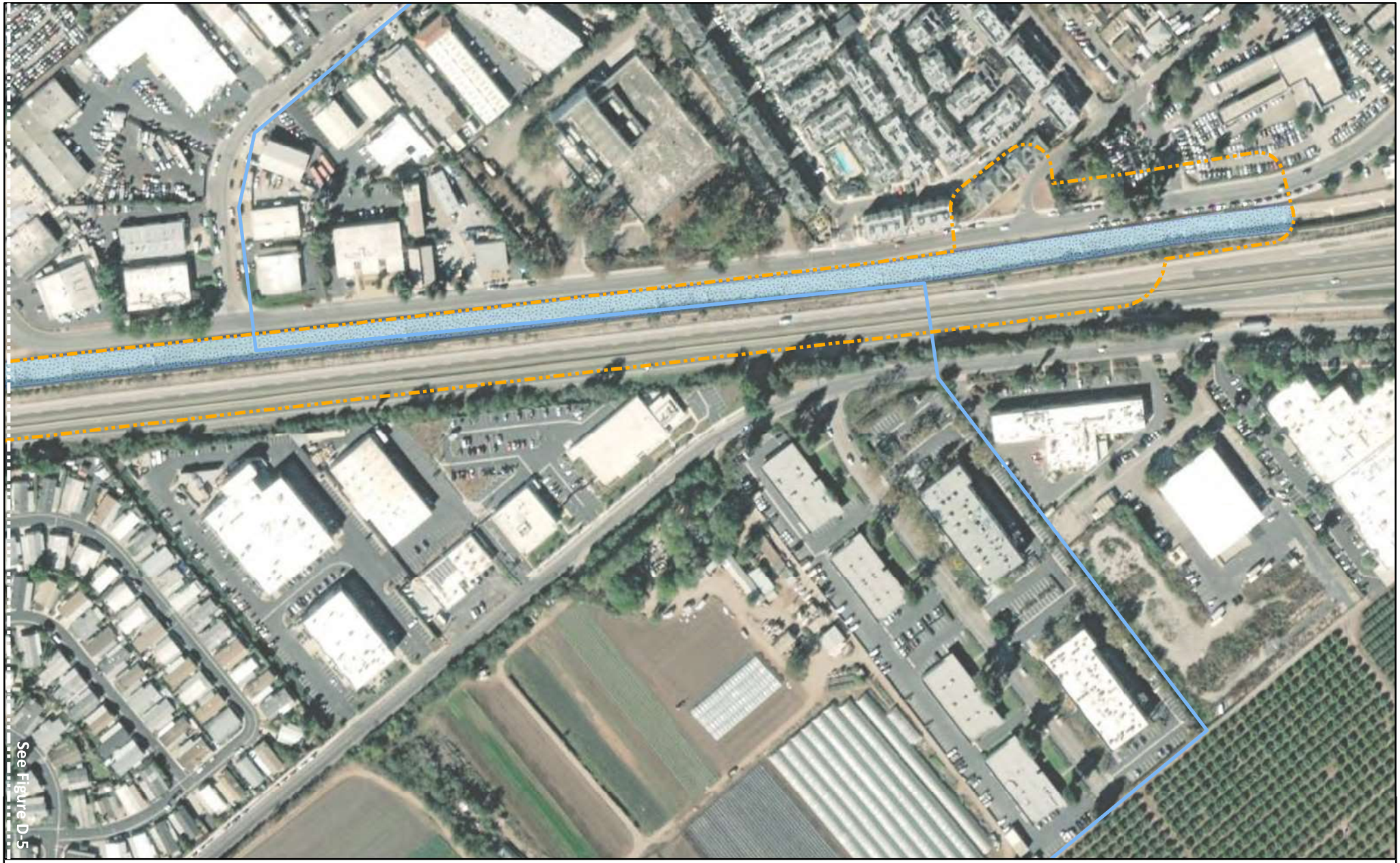
Source ESRI Online Basemap, Aerial Imagery; Coordinate System NAD 83 State Plane California V FIPS 0405 Feet; DHA, 2019
Notes This map was created for informational and display purposes only

San Jose Creek Multipurpose Path Project
City of Goleta, Santa Barbara County, CA

Potentially Jurisdictional Aquatic Resources within the Southern Segment - Southern End

886

Figure D-5



Legend

Biological Study Area

Coastal Zone Boundary

Potentially Jurisdictional Aquatic Resources (Corps, CDFW, and RWQCB)

Riverine (Intermittent) - San Jose Creek (2.93 acres)

Dewberry

0 125 250 500 Feet

Source ESRI Online Basemap, Aerial Imagery; Coordinate System NAD 83 State Plane California V FIPS 0405 Feet; DHA, 2019
Notes This map was created for informational and display purposes only

San Jose Creek Multipurpose Path Project
City of Goleta, Santa Barbara County, CA

Potentially Jurisdictional Aquatic Resources within the Southern Segment Northern End

887

Figure D-6

Appendix C

Mitigation Site Photographs



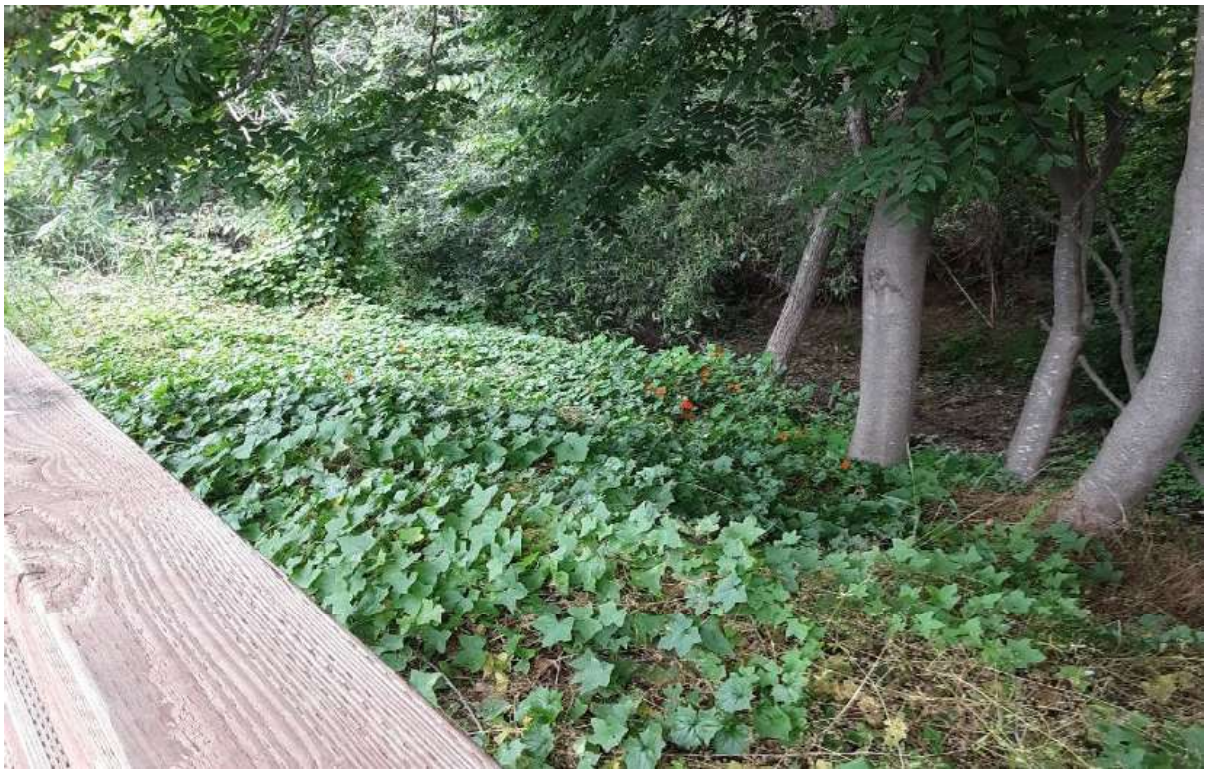
Photograph 1. Northern segment of San Jose Creek Multi-use Path, approximate Project area and mitigation site. Riparian mitigation would occur to the left/east, adjacent to the creek. View facing southeast. 5/12/23.



Photograph 2. San Jose Creek Multi-use Path, approximate Project area and mitigation site. Riparian mitigation would occur to the right/east, adjacent to the creek. View facing northwest. 5/12/23.



Photograph 3. San Jose Creek Multi-use Path, Project area and mitigation site. Mitigation for individual upland trees would occur to the right/south. View facing east. 5/12/23.



Photograph 4. Jonny D. Wallis Park mitigation site. Northern riparian mitigation area; removal of goldenrain trees. View facing north. 5/12/23.



Photograph 5. Jonny D. Wallis Park mitigation site. Southern riparian mitigation area. View facing south. 6/23/23.



Photograph 6. Jonny D. Wallis Park mitigation site. Park grounds where individual riparian trees will be installed. View facing north. 5/12/23



Photograph 7. Jonny D. Wallis Park mitigation site. Park grounds where existing native landscape trees will become mitigation trees. View facing south. 5/12/23.



Photograph 8. Old San Jose Creek at Ekwill Street. Eastern end of riparian mitigation site; removal of non-native black locust trees. View facing north. 5/12/23.



Photograph 9. Old San Jose Creek at Ekwill Street. Eastern end of riparian mitigation site; removal of non-native black locust trees and cape ivy. View facing south. 5/12/23.



Photograph 10. Old San Jose Creek at Ekwill Street. Middle portion of riparian mitigation site; existing eucalyptus to remain in place, monarch-specific restoration to occur under eucalyptus. View facing northwest. 5/12/23.



Photograph 11. Old San Jose Creek at Ekwill Street. Western end of western mitigation site; removal of black locust trees. View facing north. 5/12/23.



Photograph 12. Old San Jose Creek at Ekwill Street. Western end of riparian mitigation site; channel. Facing east. 5/12/23.



Photograph 13. Devereux Creek at Ellwood Mesa. Wetland mitigation site. View to north. 5/30/23.



Photograph 14. Southern segment of San Jose Creek Multi-use Path, approximate Project area and mitigation site, along South Kellogg Avenue north of Kellogg Way. Coyote brush/coastal sage scrub mitigation would occur to the left/east, between the concrete channel and the future path. View facing southwest. 5/29/19.



Photograph 15. Southern segment of San Jose Creek Multi-use Path, approximate Project area and mitigation site, along South Kellogg Avenue north of Kellogg Way. Coyote brush/coastal sage scrub mitigation would occur to the right/east, between the concrete channel and the future path. View facing northeast. 5/29/19.

CITY OF GOLETA

APPENDIX C
PERMITS, LICENSES, AGREEMENTS, AND CERTIFICATIONS

FOR

SAN JOSE CREEK MULTIPURPOSE PATH PROJECT

Back of Cover Sheet

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

ENCROACHMENT PERMIT

DOT TR-0120 (REV 05/2023)

Permit No.
05-24-N-OP-0404

In compliance with your application of May 14, 2024

Dist/Co/Rte/PM
05/SB/217/PM 1.1-2.2-Var

Reference Documents:

- ☐ Utility Notice No. _____ of _____
- ☒ Agreement No. 05-0426 of 4/25/2024
- ☐ R/W Contract No. _____ of _____
- ☒ Project code (ID): 0518000229 CFC #: _____
- ☒ Applicant's Reference/ Utility Work Order No. San Jose Creek Mul

Permit Approval Date
May 29, 2024

Performance Bond Amount (1)	Payment Bond Amount (2)
$0	$0

Bond Company
$ N/A

Bond Number (1)	Bond Number (2)
$ N/A	$ N/A

TO:
City of Goleta
C/O: Luz "Nina" Buelna Assistant Public Works Director
130 Cremona Drive, Suite B
Goleta, CA 93117
(916)838-3161

, PERMITTEE

and subject to the following, PERMISSION IS HEREBY GRANTED to:
The proposed San Jose Creek Multipurpose Path Project is an active transportation project funded by the Caltrans Active Transportation Program (ATP) grant program. The project is located in the City of Goleta and Santa Barbara County, California. The project will construct a Class I (multipurpose) path to close the 2.5-mile gap between the County (Cathedral Oaks Road) and Goleta Crosstown Route in the north and the County's Obern Trail/Coast Route in the south at State Route 217. The project includes two segments. The project begins on Calle Real extending south along San Jose Creek to Armitos Avenue, then continues south from Ekwill Street/Kellogg Ave intersection along State Route 217 to the Coast Route/Goleta Beach.

The Northern Segment begins on Calle Real near the south end of North Kellogg Avenue. Heading east, then south, the path goes under US 101 and the railroad bridge over San Jose Creek along the west bank. The segment ends at Armitos Ave. The Northern Segment is nearly a half mile.

The Southern Segment is approximately 1 mile long. The project will extend from the existing Class III facilities on South Kellogg Avenue near the Ekwill Street intersection, continue between the southern/eastern bank of San Jose Creek, outside the top of bank and the active channel of

THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER.

The following attachments are also included as part of this permit (check applicable):

- ☒ YES ☐ NO General Provisions
- ☐ YES ☒ NO Utility Maintenance Provisions
- ☐ YES ☒ NO Storm Water Special Provisions
- ☒ YES ☐ NO Special Provisions
- ☐ YES ☒ NO A Cal-OSHA Permit, if required: Permit No. _____
- ☐ YES ☒ NO As-Built Plans Submittal Route Slip for Locally Advertised Projects
- ☐ YES ☒ NO Storm Water Pollution Protection Plan

In addition to fee, the permittee will be billed actual costs for:

- ☐ YES ☒ NO Review
- ☐ YES ☒ NO Inspection
- ☒ YES Field Work *(if any Caltrans effort expended)*

As-built Plans are Required

☒ YES ☐ NO

☐ YES ☒ NO The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

This permit is void unless the work is completed before June 1, 2026
This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized.
No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

CC:
#1:
#2:
#3:
#4:

APPROVED:

Scott Eades, District Director

BY
Valerie Beard
Valerie Beard (May 29, 2024 15:36 PDT)

VALERIE BEARD, District Permit Engineer

ADA Notice This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.

California Department of Transportation

50 HIGUERA STREET | SAN LUIS OBISPO, CA 93401-5415
(805) 549-3111 | TTY 711
www.dot.ca.gov

5/29/2024

05-SB-101/PM 21.6, SB-217/PM 1.1-2.2
05-24-N-OP-0404

City of Goleta
Attn: Luz Buelna
130 Cremona Drive, Suite B
Goleta, CA 93117

Dear Luz Buelna:

Attached is your encroachment permit that allows you to proceed with construction under Cooperative Agreement #05-0426. The City of Goleta is responsible to administer the construction contract in accordance with the following publications:

CALTRANS CONSTRUCTION MANUAL: http://www.dot.ca.gov/hq/construc/constmanual

CONSTRUCTION MANUAL SUPPLEMENT FOR LOCAL AGENCY RESIDENT ENGINEERS: https://dot.ca.gov/-/media/dot-media/programs/construction/documents/policies-procedures-publications/construction-manual/cm-supplement-lare-a11y.pdf

and the OVERSIGHT RESIDENT ENGINEER GUIDELINES: https://dot.ca.gov/-/media/dot-media/programs/construction/documents/policies-procedures-publications/oversightguidelines.pdf

Pursuant to the Executive Department, State of California, Proclamation of a State of Emergency, signed on October 27, 2019, and under the direction of the Office of Emergency Services and the State Emergency Plan, work authorized by this permit will be suspended when a planned Public Safety Power Shutoff (PSPS) notification is in effect. Unless Permittee has obtained special approval from the Director of Caltrans or his assigns to work during a PSPS event, Permittee must stop work and make all traveled ways and roadsides safe for public travel and emergency services if notified by the Director of Caltrans or his assigns.

DO NOT BEGIN WORK UNTIL YOU HAVE FIRST REVIEWED THE ENCROACHMENT PERMIT AND COOPERATIVE AGREEMENT CAREFULLY AND COMPLETELY AND HAVE CONTACTED THE STATE REPRESENTATIVE LISTED IN THE ENCROACHMENT PERMIT. If you have any questions or need assistance, please do not hesitate to contact the Caltrans Oversight Engineer listed in the encroachment permit, or me at (805) 549-3152.

Sincerely,

Allan Kwong
for
VALERIE BEARD, PE
District Permit Engineer

Work authorized under this permit:

The proposed San Jose Creek Multipurpose Path Project is an active transportation project funded by the Caltrans Active Transportation Program (ATP) grant program. The project is located in the City of Goleta and Santa Barbara County, California. The project will construct a Class I (multipurpose) path to close the 2.5-mile gap between the County (Cathedral Oaks Road) and Goleta Crosstown Route in the north and the County's Obern Trail/Coast Route in the south at State Route 217. The project includes two segments. The project begins on Calle Real extending south along San Jose Creek to Armitos Avenue, then continues south from Ekwill Street/Kellogg Ave intersection along State Route 217 to the Coast Route/Goleta Beach.
The Northern Segment begins on Calle Real near the south end of North Kellogg Avenue. Heading east, then south, the path goes under US 101 and the railroad bridge over San Jose Creek along the west bank. The segment ends at Armitos Ave. The Northern Segment is nearly a half mile. As shown on the approved project plans and as directed by the project specifications, encroachment policy exception, and permit provisions in US Highway 101 right of way at postmile 21.6 and in State Route 217 right of way at between postmiles 1.1 and 2.2 in the City of Goleta and the County of Santa Barbara.

Permit Distribution List:
Permit File
Artuor Lau - Inspector
Genaro Diaz
Hiren Bhatt
Chris Manning
Kevin Thorne
Alis Chhay
Aldo Estrada
Payman Hamed

STATE OVERSIGHT ENGINEER

Permittee must contact the State Oversight Engineer listed below, no later than 30 days, or as noted in the project specifications, prior to commencing work.

Caltrans Oversight Engineer: Artuor Lau	**Phone:** (805) 441--8439
Email: artuor.lau@dot.ca.gov	**Fax:**

Notification requirements that will impact your work schedule:

1. **Changes to horizontal or vertical clearances**; minimum of 25-day advance notification.
2. **Lane closures**: completed "Weekly Traffic Update" form must be submitted by noon the Tuesday prior to date of proposed lane closure.
3. **Public Affairs**: completed "Public Affairs – Permitted Activity Notification" form must be submitted by noon the Wednesday prior to begin activity date.
4. When work has been interrupted for more than five working days, the Permittee must notify the Caltrans Oversight Engineer a minimum of two

working days prior to **restarting work**.

This issued encroachment permit is void unless the permitted activity or construction is completed by the void date shown on page 1 of this encroachment permit. The Permittee is solely responsible to keep track of the permit void date. All requests to extend this void date must be received by the District 5 Encroachment Permits Office while the encroachment permit is valid. Request for an extension received after the permit void date cannot be processed.

Pursuant to the Executive Department, State of California, Proclamation of a State of Emergency, signed on October 27, 2019, and under the direction of the Office of Emergency Services and the State Emergency Plan, work authorized by this permit will be suspended when a planned Public Safety Power Shutoff (PSPS) notification is in effect. Unless Permittee has obtained special approval from the Director of Caltrans or his assigns to work during a PSPS event, Permittee must stop work and make all traveled ways and roadsides safe for public travel and emergency services if notified by the Director of Caltrans or his assigns.

PLANS AND SPECIFICATIONS

The issuance of this permit by the District Encroachment Permit Office is based on an alternative Caltrans approval process documenting that this permit project has been reviewed by the applicable Caltrans functional units, is in compliance with Caltrans policies and guidelines, and the plans have been approved for construction. Any questions about the permitted plans or specifications should be directed to the California Licensed Engineer noted on the plans in coordination with the Caltrans Project Manager, Genaro Diaz, (805) 721-2365.

CONDITIONS OF APPROVAL

1. The Caltrans Oversight Engineer has the authority to control all work within the State right of way or project scope to minimize conflicts and expedite the construction of the project. Confirm acceptable hours of operation with the Oversight Engineer before planning work or bidding the work to avoid conflicts, delays, or additional costs.

2. City of Goleta shall be referred to as CITY in this permit.

3. Cooperative Agreement 05-0426.

a. Item 34: Items to be accepted by the Caltrans Project Manager, Genaro Diaz, prior to beginning work within the State right of way or jurisdictional area. A copy of executed agreement(s) shall be provided to the District 5 Encroachment Permits Office (Permits Office).

    i. Any new or amended maintenance agreements required for the Work are executed.

b. Item 35: CITY will require the construction contractor to furnish payment and performance bonds naming CITY as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS Standard Specifications.

c. Item 38: The Caltrans' Encroachment Permits Office no longer issues an encroachment permit to the CITY's Contractor. The CITY and CITY's contractor shall complete the attached Form TR-0429. The CITY's contractor may not begin work within the State right of way or jurisdictional area until the Caltrans Project Manager or State Oversight Engineer accepts the following items. The Permits Office shall be notified of the acceptance of these items.

    i. The project payment and performance bonds

    ii. The CONSTRUCTION Quality Management Plan

d. Item 58:

    i. CITY's contractors, consultants, and agents shall not work within the State right of way without completing the attached Form TR-0429 with the CITY. Copies of Form TR-0429 shall be provided to the Permits Office.

    ii. Utility owners shall not work within the State right of way without an encroachment permit which specifically allows them to do so. The following process is suggested to avoid delays in processing utility relocation permit applications.

        1. The CITY supplies a Notice to Owner Form LAPM 14-D or equivalent to the Utility Owner and Caltrans Project Manager.

        2. Utility owner shall coordinate with the CITY and Caltrans Project Manager to approve the utility relocation plan set. Plans shall be stamped and signed by City representative and Caltrans Project Manager as approved for utility relocation work.

        3. Utility owner completes a Caltrans Standard Encroachment Permit Application Form TR-0100 and includes "Caltrans oversight

project EA 05-1K630." in the description of work. Completed application shall be submitted to the Caltrans Project Manager.

4. The Caltrans Project Manager must complete Form TR-0154.

5. Caltrans Project Manager will submit the encroachment permit application package, items 1 through 4 above, by email sent to D5.Permits@dot.ca.gov for processing by the Permits Office.

4. The approval of encroachment policy exception shall not set any precedence.

5. All work on the State right of way shall be performed in conformance with the Department's construction and safety policies, guidelines, and standards.

6. Only page one of approved project plans is attached to this permit due to file size. Contact Project Manager, Genaro Diaz, for copies of complete approved project plans.

PERMITTEE AND PERMITTEE'S PRIME CONTRACTOR(S)

Notwithstanding Encroachment Permit General Provision #4, the Permittee and Permittee's prime contractor(s) are required to complete, sign, and submit the attached **Encroachment Permit Applicant: Contractor(s) Authorization Form DOT TR-0429**, prior to the pre-construction meeting, to the Caltrans Oversight Engineer.

1. The form must reference permit number **05-24-N-OP-0404.**

2. A California licensed contractor, individual, or company under contract directly with the Permittee is considered a prime contractor for this encroachment permit.

3. If prime contractor(s) are replaced or added after the initial submission of Form DOT TR-0429, Permittee and Permittee's new prime contractor(s) must complete, sign, and submit another form with signatures to the Caltrans District 5 Encroachment Permits Office.

4. Work within the State right of way may not begin until the receipt and approval of Form DOT TR-0429 by the Caltrans Oversight Engineer.

PROJECT COMPLETION

As-Built Requirement

Upon completion of the project, the Permittee must submit "As-Built" plans to the Caltrans Oversight Engineer.

Immediately following completion of the work permitted herein, the Permittee must fill out and send by email the Notice of Completion attached to this permit.

THANK YOU!

At the completion of the permitted work, please complete the form below and submit an electronic copy of this page sent by email to alan.kwong@dot.ca.gov.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

NOTICE OF COMPLETION

TR-0128 (REV. 6/2001) CT #7541-5529-1

PERMIT # 05-24-N-OP-0404
Caltrans Oversight Engineer: Artuor Lau

Dear Sir or Madam:
All work authorized by the above numbered permit was completed on:

DATE: _____

SIGNATURE OF PERMITTEE: _____
City of Goleta

FM 92 1546 M

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State of California
DEPARTMENT OF TRANSPORTATION

California State Transportation Agency

Memorandum

To: Artuor Lau

Date: May 15, 2024
File: Permit #05-24-N-OP-0404
05-SB-101/PM 21.6,
SB-217/PM 1.1-2.2

Allan Kwong
for
VALERIE BEARD, PE
From: DEPARTMENT OF TRANSPORTATION
Encroachment Permits Office

Subject: **Permit Inspection**

Attached is the encroachment permit issued to allow the City of Goleta to conditionally begin work under Cooperative Agreement #05-0426. Caltrans Construction Department is responsible for construction Independent Quality Assurance - oversight (IQA) activities as specified in the Cooperative Agreement and per the Oversight Resident Engineer Guidelines, Caltrans Construction Manuals, policies, and directives."

All IQA (oversight and inspection) activities must be charged to the project expense authorization (E.A.), #EA 05-1K630, 0518000229. Any questions concerning the appropriate E.A. phase for this project should be addressed to the Caltrans Project Manager, Genaro Diaz, (805) 721-2365.

The City of Goleta per Cooperative Agreement #05-0426 is responsible to administer the construction contract in accordance with Construction Manual Supplement for Local Agency Resident Engineers. Please make sure the local agency's resident engineer receives a copy at your pre-construction conference with them.

Construction Department is responsible for filing all project records, including As-Built Plans (Record Drawings) in accordance with Chapter 5 of the Construction Manual (Project Records and Reports) and Chapter 7, Section 1) of the Project Procedures Manual (Uniform File System).

Please fill out and sign the attached COMPLETION NOTICE and send in all DAILY PERMIT REPORT (Form TR 0130) forms, as soon as the work is satisfactorily completed, and the requirements of the Cooperative Agreement have been satisfied. Please do not hesitate to contact my staff or me if there is anything we can assist with.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROGRESS BILLING/PERMIT CLOSURE

TR-0129 (REV. 07/2013)

UNIT NUMBER	PERMIT NUMBER
1245	05-24-N-OP-0404

DIST/CO/RTE/PM: **05-SB-101/PM 21.6-217/PM 1.1-2.2**

WORK ORDER/REFERENCE NUMBER: **San Jose Creek Multipurpose Path (EA 05-1K6304)**

RELATED PERMITS:

PERMITEE NAME: **City of Goleta**

DESCRIPTION OF WORK

The proposed San Jose Creek Multipurpose Path Project is an active transportation project funded by the Caltrans Active Transportation Program (ATP) grant program. The project is located in the City of Goleta and Santa Barbara County, California. The project will construct a Class I (multipurpose) path to close the 2.5-mile gap between the County (Cathedral Oaks Road) and Goleta Crosstown Route in the north and the County's Obern Trail/Coast Route in the south at State Route 217. The project includes two segments. The project begins on Calle Real extending south along San Jose Creek to Armitos Avenue, then continues south from Ekwill Street/Kellogg Ave intersection along State Route 217 to the Coast Route/Goleta Beach.
The Northern Segment begins on Calle Real near the south end of North Kellogg Avenue. Heading east, then south, the path goes under US 101 and the railroad bridge over San Jose Creek along the west bank. The segment ends at Armitos Ave. The Northern Segment is nearly a half mile. As shown on the approved project plans and as directed by the project specifications, encroachment policy exception, and permit provisions in US Highway 101 right of way at postmile 21.6 and in State Route 217 right of way at between postmiles 1.1 and 2.2 in the City of Goleta and the County of Santa Barbara.

INSPECTOR'S COMMENTS

ACTUAL INSPECTION HOURS BY	PERMIT INSPECTOR Artuor Lau	CONSTRUCTION R.E.	OTHER CALTRANS UNITS

☐ Completion Notice. To the best of my knowledge all work has been completed on (date) _____ in compliance with this permit.

☐ Y ☐ N ☐ N/A Required final project completion records for structures. ☐ Y ☐ N ☐ N/A Structure As-Built plans

☐ Y ☐ N ☐ N/A Required final project completion records for roadway. ☐ Y ☐ N ☐ N/A Roadway As-Built plans

☐ Progress Bill ☐ Quarter No.: _____

☐ Emailed **D5 Asset Manager** with Number of New or Reconstructed Curb Ramp(s)

☐ Permit Cancelled ☐ Work is not complete (explain) _____

INSPECTOR'S SIGNATURE | DATE

FOR PERMIT OFFICE USE

☐ FINAL BILL ☐ RELEASE CASH DEPOSIT ☐ PERFORMANCE BOND ATTACHED

☐ PROGRESS BILL ☐ OTHER

Issue Date: May 29, 2024 AK

ACTUAL HOURS (NOT FOR BILLING)

Review Hours

Inspection Hours

Field Work Hours

COMMENTS:

BILLING / REFUND INFORMATION

FEE TYPE: ☐ SF ☐ AX

Review	Hours @	$ 0.00	= $	0.00
Inspection	Hours @	$ 0.00	= $	0.00
Field work	Hours @	TBD	= $	
		Equipment / Materials	= $	
		TOTAL FEES	= $	

FEE DEPOSIT PAID ON (Date) $

☐ Cash ☐ Credit Card ☐ Check (Check No.)

FEE DEPOSIT PAID ON (Date) $

☐ Cash ☐ Credit Card ☐ Check (Check No.)

TOTAL DEPOSITS = $ 0.00

☐ Final Bill ☐ **BALANCE DUE** $ **Exempt**

☐ Progress Bill ☐ **REFUND**

REFUND OF CASH DEPOSIT IN LIEU OF BOND $

CASH DEPOSIT PAID ON (Date)

☐ Cash ☐ Credit Card ☐ Check (Check No.)

COPIES TO:

☐ Accounts Receivable

☐ Local Agency (Agreement Work)

☐ Maintenance

NAME AND ADDRESS TO BE USED FOR BILLING/REFUND

City of Goleta, Attn: Luz Buelna, 130 Cremona Drive, Suite B, Goleta, CA 93117

PERMIT ENGINEER	PHONE NUMBER	DATE
for VALERIE BEARD, PE	(805) 549-3206	

FM 94 2033 M

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

ENCROACHMENT PERMIT REPORT

TR-0130 (Rev 5/94)

Page of

Permit No.	YR - MO - DA
05-24-N-OP-0404	
Dist/Co/Rte/PM	Total Hours in This Report
05-SB-101/PM 21.6-217/PM	

SIGNATURE OF STATE REPRESENTATIVE | DATE

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FM 91 1410 M

ORIGINAL TO PERMIT OFFICE

STANDARD ENCROACHMENT PERMIT APPLICATION

DOT TR-0100 (REV 05/2023)

Complete ALL fields, write "N/A" if not applicable. Type or print clearly.

This application is not complete until all requirements have been approved.

Permission is requested to encroach on the State Highway right-of-way as follows:

FOR CALTRANS USE
TRACKING NO.
05-24-N-OP-0404
DIST/CO/RTE/PM
05/SB/101/PM 21.6, 05/SB/217/PM 1.1-2.2
SIMPLEX STAMP
DATE OF SIMPLEX STAMP
05/14/2024

1. COUNTY	2. ROUTE	3. POST MILE
Santa Barbara	101 and 217	21.6 and 1.1/2.2

4. ADDRESS OR STREET NAME
Calle Real and South Kellogg

5. CITY
Goleta

6. CROSS STREET (Distance and direction from project site)
Northern - Calle Real 260' east of N Kellogg Ave. Southern - At S Kellogg Ave/Kellogg Way

7. WORK TO BE PERFORMED BY
☐ APPLICANT ☒ CONTRACTOR

8. IS THIS APPLICATION FOR A RIDER?
☒ NO ☐ YES. If "YES", provide the Parent Permit Number

9. ESTIMATE START DATE
07/01/2025

10. ESTIMATED COMPLETION DATE
06/01/2026

11. ESTIMATED NUMBER OF WORKING DAYS WITHIN STATE HIGHWAY RIGHT-OF-WAY
220

12. ESTIMATED CONSTRUCTION COSTS WITHIN STATE HIGHWAY RIGHT-OF-WAY
$10 million

13. HAS THE PROJECT BEEN REVIEWED BY ANOTHER CALTRANS BRANCH?
☐ NO ☒ YES. If "YES", which branch?

14. FUNDING SOURCE(S)
☒ FEDERAL ☒ STATE ☒ LOCAL ☐ PRIVATE ☐ SB 1 (ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017)

15. CALTRANS PROJECT CODE (ID)
0518000229

16. APPLICANT'S REFERENCE / UTILITY WORK ORDER NUMBER
San Jose Creek Multipurpose Path (EA 05-1K6304)

17. DESCRIBE WORK TO BE DONE WITHIN STATE HIGHWAY RIGHT-OF-WAY (in 20 lines or less)
Attach 6 complete sets of plans (folded to 8.5" x 11") and any applicable specifications, calculations, maps, traffic control plans, etc.

The proposed San Jose Creek Multipurpose Path Project is an active transportation project funded by the Caltrans Active Transportation Program (ATP) grant program. The project is located in the City of Goleta and Santa Barbara County, California. The project will construct a Class I (multipurpose) path to close the 2.5-mile gap between the County (Cathedral Oaks Road) and Goleta Crosstown Route in the north and the County's Obern Trail/Coast Route in the south at State Route 217. The project includes two segments. The project begins on Calle Real extending south along San Jose Creek to Armitos Avenue, then continues south from Ekwill Street/Kellogg Ave intersection along State Route 217 to the Coast Route/Goleta Beach.

The Northern Segment begins on Calle Real near the south end of North Kellogg Avenue. Heading east, then south, the path goes under US 101 and the railroad bridge over San Jose Creek along the west bank. The segment ends at Armitos Ave. The Northern Segment is nearly a half mile.

The Southern Segment is approximately 1 mile long. The project will extend from the existing Class III facilities on South Kellogg Avenue near the Ekwill Street intersection, continue between the southern/eastern bank of San Jose Creek, outside the top of bank and the active channel of San Jose Creek, and the State Route 217 southbound shoulder, and ultimately connect to the existing Class I Atascadero Creek Bikeway (Obern Trail/Coast Route). The project will cross over San Jose Creek on the north end (northern terminus) and will cross under State Route 217 on the south end (southern terminus).

See attached project plans.

18 (a). PORTION OF STATE HIGHWAY RIGHT-OF-WAY WHERE WORK IS BEING PROPOSED (check all that apply)
☐ Traffic lane ☒ Shoulder ☐ Sidewalk ☐ Median ☒ At or near an intersection ☐ Mobile work
☒ Outside of the shoulder, varying feet from edge of pavement ☒ Other Work is proposed starting at edge of travel way

18 (b). PROPOSED TRAFFIC CONTROL PLANS AND METHOD
☐ No traffic control needed ☐ State Standard Plans (T-Sheets) #
☒ Project specific Traffic Control Plans included ☐ To be submitted by contractor

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

STANDARD ENCROACHMENT PERMIT APPLICATION

DOT TR-0100 (REV 05/2023)

TRACKING NO.
05-24-N-OP-0404

19. EXCAVATION	MAX. DEPTH (in) 120	MIN. DEPTH (in) 24	AVG. WIDTH (in) Varies	LENGTH (ft) Varies	SURFACE TYPE (e.g. Asphalt, concrete, soil, etc.) Asphalt, concrete and soil
20. PIPES	PRODUCT BEING TRANSPORTED Storm Drain	CARRIER PIPE DIAMETER 24 (in.) MATERIAL RCP			CASING PIPE DIAMETER N/A (in.) MATERIAL N/A

PROPOSED INSTALLATION METHOD (e.g. HDD, Bore & Jack, Open Cut, etc.)
Open cut

VOLTAGE / PSIG
N/A

DOES THE PROPOSED PROJECT INVOLVE THE REPLACEMENT AND/OR ABANDONMENT OF AN EXISTING FACILITY?

☒ NO ☐ YES. If "YES", provide a description

21. IS A CITY, COUNTY OR OTHER PUBLIC AGENCY INVOLVED IN THE APPROVAL OF THIS PROJECT?

☒ YES (if "YES", check the type of project AND attach the environmental documentation and conditions of approval)

☐ COMMERCIAL DEVELOPMENT ☐ BUILDING ☐ GRADING ☒ OTHER Local roadway work included

☐ CATEGORICALLY EXEMPT ☒ NEGATIVE DECLARATION ☐ ENVIRONMENTAL IMPACT REPORT ☐ OTHER

☐ NO (if "NO", check the category below which best describes the project AND answer questions A-K)

☐ DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION, MAINTENANCE OR RESURFACING ☐ FENCE ☐ EROSION CONTROL

☐ PUBLIC UTILITY MODIFICATION, EXTENSIONS, HOOKUPS ☐ MAILBOX ☐ LANDSCAPING

☐ FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS ☐ OTHER

The following questions must be answered when a City, County or other public agency IS NOT involved in the approval of this project.

Your answers to these questions will assist Caltrans staff in identifying any physical, biological, social or economic resources that may be affected by your proposed project within State Highway right-of-way and to determine which type of environmental studies may be required to approve your application for an encroachment permit. It is the applicant's responsibility for the production of all required environmental documentation and supporting studies and in some cases this may be costly and time consuming. If possible, attach photographs of the location of the proposed project. Answer these questions to the best of your ability. Provide a description of any "YES" answers (type, name, number, etc.).

A. Will any existing vegetation and/or landscaping within State Highway right-of-way be disturbed?

B. Are there waterways (e.g. river, creek, pond, natural pool or dry streambed) adjacent to or within the limits of the proposed project?

C. Is the proposed project located within five miles of the coast line?

D. Will the proposed project generate construction noise levels greater than 86 decibels (dBA) (e.g. Jack-hammering, pile driving)?

E. Will the proposed project incorporate land from a public park, recreation area or wildlife refuge open to the public?

F. Are there any recreational trails or paths within the limits of the proposed project?

G. Will the proposed project impact any structures, buildings, rail lines or bridges within State Highway right-of-way?

H. Will the proposed project impact access to any businesses or residences?

I. Will the proposed project impact any existing public utilities or public services?

J. Will the proposed project impact any existing pedestrian facilities, such as sidewalks, crosswalks or overcrossings?

K. Will new lighting be constructed within or adjacent to State Highway right-of-way?

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STANDARD ENCROACHMENT PERMIT APPLICATION

DOT TR-0100 (REV 05/2023)

TRACKING NO.
05-24-N-OP-0404

22. Will the proposed project cause a substantial change in the significance of a historical resource (45 years or older), or cultural resource? ☐ YES ☒ NO (if "YES", provide a description)

23. Will the proposed project be on an existing State Highway or street where the activity involves removal of a scenic resource? (e.g. A significant tree or stand of trees, a rock outcropping or a historic building) ☐ YES ☒ NO (if "YES", provide a description)

24. Is work being done on the applicant's property in addition to State Highway right-of-way? ☒ YES ☐ NO
(If "YES", attach 6 complete sets of site and grading plans)

25. Will the proposed project require the disturbance of soil? ☒ YES ☐ NO
If "YES", estimate the area of disturbed soil within State Highway right-of-way in acres: 2.34 Acres
and estimate the area of disturbed soil outside State Highway right-of-way in acres: 1.1 acres

26. Will the proposed project require dewatering? ☐ YES ☒ NO
If "YES", estimate Total gallons AND gallons/month. _____ (Total gallons) AND _____ (gallons/month)
SOURCE*: ☐ STORMWATER ☐ NON-STORMWATER
*(*See Caltrans SWMP for definition of non-storm water discharge: https://www.dot.ca.gov/programs/environmental-analysis/stormwater-management-program)*

27. How will any storm water or ground water be disposed?
☒ Storm Drain System ☐ Combined Sewer / Stormwater System ☐ Stormwater Retention Basin ☐ N/A
☐ Other (explain) _____

STANDARD ENCROACHMENT PERMIT APPLICATION

DOT TR-0100 (REV 05/2023)

TRACKING NO.
05-24-N-OP-0404

READ THE FOLLOWING CLAUSES PRIOR TO SIGNING THIS ENCROACHMENT PERMIT APPLICATION.

The applicant's submission of this application to the California Department of Transportation constitutes the applicant's agreement and representation that the work or other activity contemplated by the encroachment permit application shall comply with all applicable standards, specifications, policies, requirements, conditions, and regulations of the California Department of Transportation, and the applicant understands the application may be denied if there is non-compliance with any of the above. An exception process exists and may result in approval of a non-compliant encroachment, in the discretion of the California Department of Transportation, but the exception process may require additional time to complete. The applicant understands and agrees all work or other activity contemplated by the encroachment permit application is subject to inspection and oversight by the California Department of Transportation. The applicant understands and agrees encroachment permit fees must still be paid if an application is withdrawn or denied. The applicant understands a denial may be appealed, in accordance with California Streets and Highways Code, Section 671.5, and the related regulations found in California Code of Regulations, Title 21, Division 2, Chapter 8, Article 2.

The applicant understands and agrees that immediately upon issuance of the encroachment permit the applicant is bound by, subject to, and must comply with the "Encroachment Permit General Provisions" (TR-0045), "Stormwater Special Provisions" (TR-0400) and any other applicable Special Provisions and Conditions of the encroachment permit. The "Encroachment Permit General Provisions" (TR-0045), and the Stormwater Special Provisions (TR-0400) are available at: *https://dot.ca.gov/-/media/dot-media/programs/traffic-operations/documents/encroachment-permits/appendix-k-ada-a11y.pdf*. If a paper copy is needed of the "Encroachment Permit General Provisions" (TR-0045) and/or "Stormwater Special Provisions" (TR-0400), please contact the District Office of Encroachment Permits. Their contact information is available at: *https://dot.ca.gov/programs/traffic-operations/ep/district-contacts*. The "Encroachment Permit General Provisions" (TR-0045) and any other applicable Special Provisions and Conditions will be provided as part of the encroachment permit. Information about Stormwater requirements is available at the Internet address: *https://dot.ca.gov/programs/environmental-analysis/stormwater-management-program*.

The applicant understands an encroachment permit may be denied, revoked, and/or a bond may be required, for non-payment of prior or present encroachment permit fees. An encroachment permit is not a property right and does not transfer with the property to a new owner.

Each of the persons purporting to execute this application on behalf of the applicant and/or on behalf of the applicant's authorized agent or engineer represents and warrants such person has full and complete legal authority to do so and to thereby bind applicant to the terms and conditions herein and to the terms and/or conditions of the encroachment permit. Applicant understands and agrees this application may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of this application and/or its counterparts may be reproduced and/or exchanged by copy machine, mailing, facsimile, or electronic means (such as e-mail), and such copies shall be deemed to be effective as originals.

28. NAME OF APPLICANT (Project or Property Owner or Organization)
City of Goleta

ADDRESS OF APPLICANT (Include City, State and Zip Code)
130 Cremona Drive, Suite B, Goleta, CA 93117

E-MAIL ADDRESS	PHONE NUMBER	FAX NUMBER
nbuelna@cityofgoleta.org	916-838-3161	

29. NAME OF AUTHORIZED AGENT / ENGINEER
(A "Letter of Authorization" is required if different from #28)

IS A LETTER OF AUTHORIZATION ATTACHED? ☐ YES ☐ NO

ADDRESS OF AUTHORIZED AGENT / ENGINEER (Include City, State and Zip Code)

E-MAIL ADDRESS	PHONE NUMBER	FAX NUMBER

30. NAME OF BILLING CONTACT (Same as #28 ☐ Same as #29 ☐)

BILLING ADDRESS WHERE INVOICE(S) IS / ARE TO BE MAILED (Include City, State and Zip Code)

E-MAIL ADDRESS	PHONE NUMBER	FAX NUMBER

* I hereby certify under penalty of perjury under the laws of the State of California that the information in this application and any document submitted with or in support of this application are true and correct to the best of my knowledge and belief, and that copies of any documents submitted with or in support of this application are true and correct copies of unaltered original documents. I further understand that if I have provided information that is false, intentionally incomplete, or misleading I may be charged with a crime and subjected to fine or imprisonment, or both fine and imprisonment. (Penal Code Section 72)

31. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT*	32. PRINT OR TYPE NAME Luz "Nina" Buelna, PE
33. TITLE Assistant Public Works Director	34. DATE

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

ENCROACHMENT PERMIT APPLICANT: CONTRACTOR(S) AUTHORIZATION FORM

DOT TR-0429 (NEW 12/2022)

914

The Permittee warrants and represents the Permittee has hired the following prime contractor(s) to perform the approved encroachment activities under Encroachment Permit # 05-24-N-OP-0404 on the Permittee's behalf as agents in accordance with Encroachment Permit General Provision #4 or Adopt-A-Highway Special Provision # 3, whichever is part of the Encroachment Permit. The Permittee warrants and represents the Permittee has provided a copy of the Encroachment Permit to the prime contractor(s) listed below, and further warrants and represents that the activities related to the Encroachment Permit, whether performed by the Permittee or by the prime contractor(s) below or by any person or entity acting for or on behalf of the Permittee, will be performed in compliance with all terms, conditions, specifications, standards, provisions, and other requirements of the subject Encroachment Permit. The person signing below warrants and represents such person has authority on behalf of the Permittee to make the warranties and representations contained herein, and to agree to and so bind the Permittee to this page.

List of authorized prime contractors for the encroachment permit:

Contractor Name	Scope of work (Traffic Control/civil work etc.)	Contact Person	Contact Person's Information (Phone # and E-mail)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Permittee	**Name and Title of Person Signing for Permittee (Print)**	**Signature**	**Date**

Appendix C - 16 of 146
ADDENDUM 1

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

ENCROACHMENT PERMIT APPLICANT: CONTRACTOR(S) AUTHORIZATION FORM

DOT TR-0429 (NEW 12/2022)

By signing below, each prime contractor acknowledges that such prime contractor has received a copy of Encroachment Permit # 05-24-N-OP-0404 and agrees such prime contractor, and such prime contractor's employees, managers, officers, directors, agents, subcontractors, and suppliers, will comply with, and will perform all activities in accordance with, all terms, conditions, specifications, standards, provisions, and other requirements of the Encroachment Permit, including but not limited to notifying the permit inspector as required in the Encroachment Permit and reporting the lane closure notifications per the Encroachment Permit General Provisions (TR-0045). Each person signing on behalf of each prime contractor warrants and represents such person has the authority to make the acknowledgements, warranties, and representations contained herein on behalf of the named prime contractor, and has the authority to agree to and so bind the named prime contractor to this page.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Prime Contractor	Name and Title of Person Signing for Contractor (Print)	Signature	Date
Name of Prime Contractor	Name and Title of Person Signing for Contractor (Print)	Signature	Date
Name of Prime Contractor	Name and Title of Person Signing for Contractor (Print)	Signature	Date
Name of Prime Contractor	Name and Title of Person Signing for Contractor (Print)	Signature	Date

DocuSign Envelope ID: 5E9706B0-174A-470E-8116-BA199CE87DB0

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PROJECT PLANS FOR CONSTRUCTION ON

STATE HIGHWAY, COUNTY STREET AND CITY STREET NORTHERN SEGMENT AND SOUTHERN SEGMENT

IN SANTA BARBARA COUNTY
IN SANTA BARBARA AND GOLETA
AT VARIOUS LOCATIONS

TO BE SUPPLEMENTED BY CALTRANS 2023 STANDARD PLANS
AND COUNTY OF SANTA BARBARA STANDARD DETAILS DATED SEPTEMBER 2011

Dist.	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
5	SB				



INDEX OF PLANS

NORTHERN SEGMENT

SHEET	DRAWING	TITLE
1	N-T-1	TITLE SHEET
2-4	N-X-1 TO N-X-3	TYPICAL CROSS SECTIONS
5-9	N-PP-1 TO N-PP-5	PLAN AND PROFILE
10-26	N-C-1 TO N-C-17	CONSTRUCTION DETAILS
27	N-WPCQ-1	TEMPORARY WATER POLLUTION CONTROL QUANTITIES
28-30	N-D-1 TO N-D-3	DRAINAGE PLAN
31-32	N-DP-1 TO N-DP-2	DRAINAGE PROFILES
33	N-DQ-1	DRAINAGE QUANTITIES
34-38	N-U-1 TO N-U-5	UTILITY PLAN
39	N-TH-1	TRAFFIC HANDLING PLAN
40	N-THQ-1	TRAFFIC HANDING QUANTITIES
41-43	N-PD-1 TO N-PD-3	PAVEMENT DELINEATION AND SIGN PLAN
44-45	N-PDQ-1 TO N-PDQ-2	PAVEMENT DELINEATION AND SIGN QUANTITIES
46-47	N-Q-1 TO N-Q-2	SUMMARY OF QUANTITIES
48-50	N-EC-1 TO N-EC-3	EROSION CONTROL PLAN
51	N-ECQ-1	EROSION CONTROL QUANTITIES
52	N-E-1	ELECTRICAL PLAN
53-58	N-MP-1 TO N-MP-6	MITIGATION PLANTING PLAN

STRUCTURE PLANS

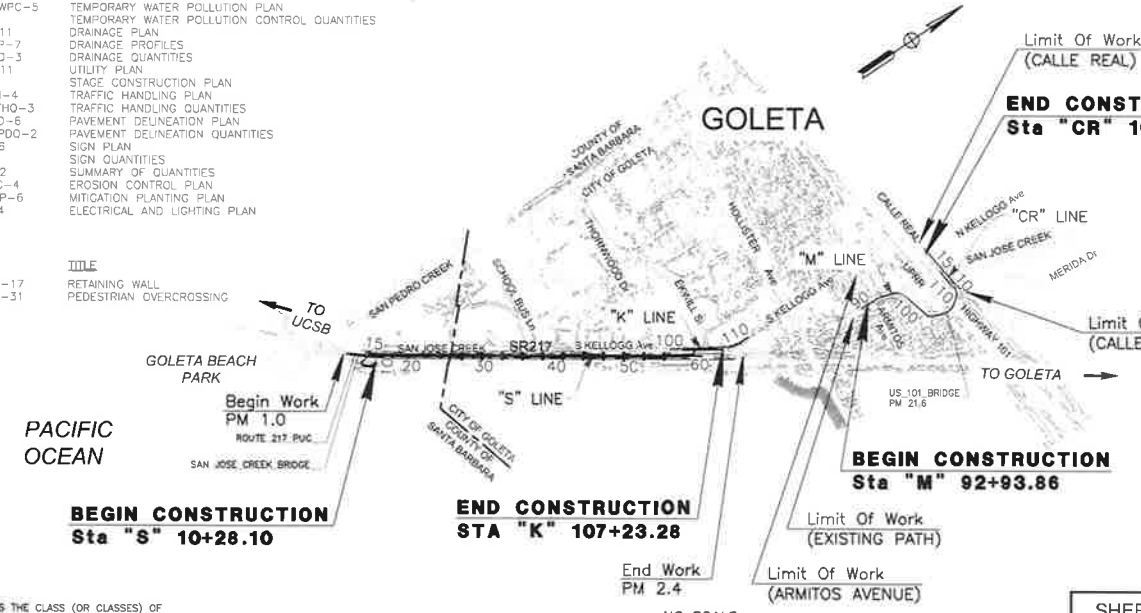
SHEET	DRAWING	TITLE
59-75	N-RW-1 TO N-RW-17	RETAINING WALL PLAN

SOUTHERN SEGMENT

SHEET	DRAWING	TITLE
1	S-T-1	TITLE SHEET
2-5	S-X-1 TO S-X-4	TYPICAL CROSS SECTIONS
6-16	S-PP-1 TO S-PP-11	PLAN AND PROFILE
17-33	S-C-1 TO S-C-17	CONSTRUCTION DETAILS
34-38	S-WPC-1 TO S-WPC-5	TEMPORARY WATER POLLUTION PLAN
39	S-WPCQ-1	TEMPORARY WATER POLLUTION CONTROL QUANTITIES
40-50	S-D-1 TO S-D-11	DRAINAGE PLAN
51-57	S-DP-1 TO S-DP-7	DRAINAGE PROFILES
58-60	S-DQ-1 TO S-DQ-3	DRAINAGE QUANTITIES
61-71	S-U-1 TO S-U-11	UTILITY PLAN
72	S-SC-1	STAGE CONSTRUCTION PLAN
73-76	S-TH-1 TO S-TH-4	TRAFFIC HANDLING PLAN
77-79	S-THQ-1 TO S-THQ-3	TRAFFIC HANDLING QUANTITIES
80-85	S-PD-1 TO S-PD-6	PAVEMENT DELINEATION PLAN
86-87	S-PDQ-1 TO S-PDQ-2	PAVEMENT DELINEATION QUANTITIES
88-93	S-S-1 TO S-S-6	SIGN PLAN
94	S-SQ-1	SIGN QUANTITIES
95-96	S-Q-1 TO S-Q-2	SUMMARY OF QUANTITIES
97-100	S-EC-1 TO S-EC-4	EROSION CONTROL PLAN
101-106	S-MP-1 TO S-MP-6	MITIGATION PLANTING PLAN
107-110	S-E-1 TO S-E-4	ELECTRICAL AND LIGHTING PLAN

STRUCTURE PLANS

SHEET	DRAWING	TITLE
111-127	S-ST-1 TO S-ST-17	RETAINING WALL
128-158	S-ST-1 TO S-ST-31	PEDESTRIAN OVERCROSSING



RECEIVED BY:
DocuSigned by: Charles W. Eberle 1/30/2024
ENGINEER DATE
ORIGINAL SIGNED DATE 1/30/2024
THE ENGINEERS WHOSE SEAL AND SIGNATURE APPEAR HEREON ARE IN RESPONSIBLE CHARGE OF PREPARING THESE PLANS AND SPECIFICATIONS.
PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION

PROJECT ENGINEER REGISTERED CIVIL ENGINEER — DATE 01-15-24
F. JOSE SILVA 55267 9-30-24
02-05-24
PLANS APPROVAL DATE
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.

CITY OF GOLETA, DEPARTMENT OF PUBLIC WORKS
130 CREMONA DRIVE, SUITE B
GOLETA, CA 93117

DEWBERRY ENGINEERS, Inc.
11080 White Rock Road, Suite 200
Rancho Cordova, CA 95670

CONTRACT No.	05-1K6304
PROJECT ID	0518000229

SHEET 1 OF 234

THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE TO BIDDERS"

CONSULTANT DESIGN ENGINEER	CALTRANS DESIGN OVERSIGHT APPROVAL	REGISTRATION No.	LICENSE Exp DATE	DATE SIGNED
JOSE SILVA	KYLE BIRCH	74994	12/31/25	2/5/24

APPROVED AS TO IMPACT ON STATE FACILITIES AND CONFORMANCE WITH APPLICABLE STATE STANDARDS AND PRACTICES AND THAT TECHNICAL OVERSIGHT WAS PERFORMED

U:\19007 - SJ Creek Bike Path So Extent 2019-023 - CT Goleta\400 Project Design Files\420 Roadway & Civil\Plans\SE-R-OVERALL TITLESHEET_T-1.dwg, 1/26/2024 12:38 PM,

USERNAME => $USER
DGN FILE => $REQUEST
UNIT 00000 PROJECT NUMBER AND PHASE
DATE PLOTTED => $DATE
TIME PLOTTED => $TIME
LAST REVISED 01-15-24

CONTRACT NO. 05-1K6304

DESIGN OVERSIGHT		REGISTRATION	DATE
Kyle Birch	**Kyle Birch**	74994	2/1/24

Approved as to impact on State facilities and conformance with applicable State standards and practices and that technical oversight was performed as described in the California Department of Transportation A & E Consultant Services Manual.

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

HIGHWAYS

01/12/2024

REGISTERED CIVIL ENGINEER

REGISTERED PROFESSIONAL ENGINEER
F. Jose Silva
No. 55267
Exp. 09/30/24
CIVIL
STATE OF CALIFORNIA

STRUCTURAL

01/12/2024

REGISTERED CIVIL ENGINEER

REGISTERED PROFESSIONAL ENGINEER
Kevin J. Ross
No. 49652
Exp. 09/30/24
CIVIL
STATE OF CALIFORNIA

ELECTRICAL

01/12/2024

REGISTERED CIVIL ENGINEER



Contents

ORGANIZATION 6
DIVISION I GENERAL PROVISIONS 6
1 GENERAL 6
2 BIDDING 7
5 CONTROL OF WORK 7
6 CONTROL OF MATERIALS 8
7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC 12
8 PROSECUTION AND PROGRESS 14
DIVISION II GENERAL CONSTRUCTION 14
10 GENERAL 14
12 TEMPORARY TRAFFIC CONTROL 16
13 WATER POLLUTION CONTROL 24
14 ENVIRONMENTAL STEWARDSHIP 25
15 EXISTING FACILITIES 37
DIVISION III EARTHWORK AND LANDSCAPE 37
17 GENERAL 37
19 EARTHWORK 37
21 EROSION CONTROL 38
DIVISION V SURFACINGS AND PAVEMENTS 39
39 ASPHALT CONCRETE 39
40 CONCRETE PAVEMENT 40
DIVISION VI STRUCTURES 43
49 PILING 43
51 CONCRETE STRUCTURES 48
52 REINFORCEMENT 48
DIVISION VIII MISCELLANEOUS CONSTRUCTION 49
75 MISCELLANEOUS METAL 49
78 INCIDENTAL CONSTRUCTION 50
80 FENCES 50
DIVISION IX TRAFFIC CONTROL DEVICES 51
82 SIGNS AND MARKERS 51
83 RAILINGS AND BARRIERS 51
DIVISION X ELECTRICAL WORK 55
86 GENERAL 55
87 ELECTRICAL SYSTEMS 55
87-9 RECTANGULAR RAPID FLASHING BECAONS SYSTEM 56
DIVISION XI MATERIALS 59
90 CONCRETE 59

STANDARD PLANS LIST

The standard plan sheets applicable to this Contract include those listed below. The applicable revised standard plans (RSPs) listed below are included in the project plans.

	ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND
A3A	**Abbreviations (Sheet 1 of 3)**
A3B	**Abbreviations (Sheet 2 of 3)**
A3C	**Abbreviations (Sheet 3 of 3)**
A10A	**Legend - Lines and Symbols (Sheet 1 of 5)**
A10B	**Legend - Lines and Symbols (Sheet 2 of 5)**
A10C	**Legend - Lines and Symbols (Sheet 3 of 5)**
A10D	**Legend - Lines and Symbols (Sheet 4 of 5)**
A10E	**Legend - Lines and Symbols (Sheet 5 of 5)**
A10F	**Legend - Soil (Sheet 1 of 2)**
A10G	**Legend - Soil (Sheet 2 of 2)**
A10H	**Legend - Rock**
	PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS
A20A	**Pavement Markers and Traffic Lines - Typical Details**
A20B	**Pavement Markers and Traffic Lines - Typical Details**
A20C	**Pavement Markers and Traffic Lines - Typical Details**
A20D	**Pavement Markers and Traffic Lines - Typical Details**
A20E	**Traffic Lines - Typical Detail for Contrast Striping**
A20F	**Pavement Markers and Traffic Lines - Typical Details**
A24A	**Pavement Markings - Arrows**
	EXCAVATION AND BACKFILL
A62A	**Excavation and Backfill - Miscellaneous Details**
A62B	**Limits of Payment for Excavation and Backfill - Bridge Surcharge and Wall**
A62C	**Limits of Payment for Excavation and Backfill - Bridge**
A62D	**Excavation and Backfill - Concrete Pipe Culverts**
A62G	**Excavation and Backfill - Precast Reinforced Concrete Box Culvert**
	OBJECT MARKERS, DELINEATORS, CHANNELIZERS, AND BARRICADES
A73A	**Object Markers**
A73B	**Markers**
A73C	**Delineators, Channelizers and Barricades**
	CONCRETE BARRIER TYPE 60 SERIES
A76A	**Concrete Barrier Type 60M**
A76AB	**Concrete Barrier Type 60M**
	MINOR CONCRETE VEGETATION CONTROL - GUARDRAIL SYSTEM
A77N6	**Minor Concrete Vegetation Control - Guardrail System - For Terminal System End Treatments**
	FENCES
A85	**Chain Link Fence**
A85A	**Chain Link Fence Details**
A85B	**Chain Link Fence Details**

	CURBS, DRIVEWAYS, DIKES, CURB RAMPS, AND ACCESSIBLE PARKING
A87A	Curbs and Driveways
A87B	Hot Mix Asphalt Dikes
A88A	Curb Ramp Details
	DRAINAGE INLETS, PIPE INLETS AND GRATES
D71	Drainage Inlet Markers
D72B	CIP Drainage Inlets Types G1, G2, G3, G4, G5, and G6
D72E	CIP Drainage Inlets - Types GO and GDO
D72F	CIP Drainage Inlet Notes
D72G	CIP Drainage Inlet Tables
D73E	Precast Drainage Inlets - Types GO and GDO
D75B	Concrete Pipe Inlets
D77A	Grate Details No. 1
D77B	Grate Details No. 2
	GUTTER AND INLET DEPRESSIONS
D78C	Inlet Depressions - Hot Mix Asphalt Shoulders
	CONCRETE PIPE - DIRECT DESIGN METHOD
D79	Precast Reinforced Concrete Pipe - Direct Design Method
D79A	Precast Reinforced Concrete Pipe - Direct Design Method
	BOX CULVERTS
D80	Cast-In-Place Reinforced Concrete Single Box Culvert
D82	Cast-In-Place Reinforced Concrete Box Culvert - Miscellaneous Details
D84	Box Culvert Wingwalls - Types A, B and C
	PIPE DOWNDRAINS, ANCHORAGE SYSTEMS AND OVERSIDE DRAINS
D87D	Overside Drains
	CONSTRUCTION LOADS ON CULVERTS AND STRUT DETAILS
D88	Construction Loads on Culverts
	PIPE CULVERT HEADWALLS, ENDWALLS, WINGWALLS, AND JUNCTION STRUCTURE
D89A	Pipe Culvert Headwalls - Straight and "L"
D89B	Pipe Culvert Headwalls - Straight and "L"
	FLARED END SECTIONS
D94A	Metal and Plastic Flared End Sections
D94B	Concrete Flared End Sections
	PIPE COUPLING AND JOINT DETAILS
D97H	Reinforced Concrete Pipe or Non-Reinforced Concrete Pipe - Standard and Positive Joints
	LANDSCAPE AND EROSION CONTROL
H1	Landscape and Erosion Control Symbols
H51	Erosion Control Details - Fiber Roll and Compost Sock
H52	Rolled Erosion Control Product
	TEMPORARY CRASH CUSHIONS, RAILING AND TRAFFIC SCREEN
TXX	Alternative Temporary Crash Cushion (Unidirectional)
TXX	Alternative Temporary Crash Cushion (Bidirectional)
TXX	Alternative Temporary Crash Cushion (Shoulder Installations)
T3A	Temporary Railing (Type K)
T3B	Temporary Railing (Type K)

T4	Temporary Traffic Screen
	TEMPORARY TRAFFIC CONTROL SYSTEMS
T9	Traffic Control System Tables for Lane and Ramp Closures
T10	Traffic Control System for Lane Closure on Freeways and Expressways
T10A	Traffic Control System for Lane Closure on Freeways and Expressways
T13	Traffic Control System with Reversible Control on Two Lane Conventional Highways
T13A	Traffic Control System - Two Lane Conventional Highways
T13B	Traffic Control System - Two Lane Conventional Highways
T18	Traffic Control System Construction Work Zone Speed Limit Reduction on Freeways and Expressways
T19	Traffic Control System Construction Work Zone Speed Limit Reduction on Conventional Highways
T20	Traffic Control System Construction Work Zone Speed Limit Reduction Details
T21	Traffic Control System Construction Work Zone Speed Limit Reduction Twenty-Four Hours a Day 7 Days a Week (24/7)
T22	Traffic Control System for Construction Work Zone Speed Limit Reduction on Two Lane Conventional Highways
	TEMPORARY PEDESTRIAN ACCESS ROUTES
T30	Temporary Pedestrian Access Routes - Typical Sidewalk Closure and Pedestrian Detour
T31	Temporary Pedestrian Access Routes - Typical Sidewalk Diversion Within Roadbed
T32	Temporary Pedestrian Access Routes - Typical Sidewalk/Crosswalk Closure and Pedestrian Detour
T33	Temporary Pedestrian Access Routes - Ramp
T34	Temporary Pedestrian Access Routes - Curb Ramp Options
	TEMPORARY WATER POLLUTION CONTROL
T56	Temporary Water Pollution Control Details (Temporary Fiber Roll)
T57	Temporary Water Pollution Control Details (Temporary Check Dam)
T58	Temporary Water Pollution Control Details (Temporary Construction Entrance)
T59	Temporary Water Pollution Control Details (Temporary Concrete Washout Facility)
T61	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T62	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T63	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T64	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T65	Temporary Water Pollution Control Details (Temporary High-Visibility Fence)
T66	Temporary Water Pollution Control Details (Temporary Large Sediment Barrier)
	BRIDGE DETAILS
B0-1	Bridge Details
B0-3	Bridge Details
B0-5	Bridge Details
B0-13	Bridge Details

	PILES
B2-3	16" and 24" Cast-In-Drilled-Hole Concrete Pile
	RETAINING WALLS
B3-1A	Retaining Wall Type 1 (Case 1)
B3-1B	Retaining Wall Type 1 (Case 2)
B3-3A	Retaining Wall Type 1A (Case 1)
B3-3B	Retaining Wall Type 1A (Case 2)
B3-5	Retaining Wall Details No. 1
B3-6	Retaining Wall Details No. 2
	JOINT SEALS
B6-21	Joint Seals (Maximum Movement Range = 2")
	CHAIN LINK RAILING, CABLE RAILING AND TUBULAR HAND RAILING
B11-47	Cable Railing
B11-52	Chain Link Railing Type 7
	CONCRETE BARRIERS
B11-83	Concrete Barrier Type 85 Details No. 1
B11-84	Concrete Barrier Type 85 Details No. 2
B11-85	Concrete Barrier Type 85 Details No. 3
	ROADSIDE SIGNS
RS1	Roadside Signs - Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post - Typical Installation Details No. 2
RS3	Roadside Signs - Laminated Wood Box Post - Typical Installation Details No. 3
RS4	Roadside Signs - Typical Installation Details No. 4
	OVERHEAD AND ROADSIDE SIGNS PANELS
S89	Roadside Sign - Formed Single Sheet Aluminum Panel
S93	Framing Details for Framed Single Sheet Aluminum Signs, Rectangular Shape
S94	Roadside Framed Single Sheet Aluminum Signs, Rectangular Shape
S95	Roadside Single Sheet Aluminum Signs, Diamond Shape
	ELECTRICAL SYSTEMS - LEGEND AND ABBREVIATIONS
ES-1A	Electrical Systems (Legend)
ES-1B	Electrical Systems (Legend)
ES-1C	Electrical Systems (Legend)
	ELECTRICAL SYSTEMS - LIGHTING STANDARDS
ES-6A	Electrical Systems (Lighting Standard, Types 15 and 21)
ES-6B	Electrical Systems (Electrolier Anchorage and Grouting for Type 15 and Type 21 Barrier Rail Mounted)
	ELECTRICAL SYSTEMS - SIGNAL AND LIGHTING STANDARD DETAILS
ES-7N	Electrical Systems (Signal and Lighting Standard, Detail No. 2)
	ELECTRICAL SYSTEMS - PULL BOX
ES-8A	Electrical Systems (Non-Traffic Pull Box)
	ELECTRICAL SYSTEMS - STRUCTURE INSTALLATIONS
ES-9A	Electrical Systems (Structure Pull Box Installations)
ES-9B	Electrical Systems (Conduit Riser and Expansion Fitting, Structure Installations)
ES-9C	Electrical Systems (Structure Pull Box)
ES-9D	Electrical Systems (Structure Pull Box Installations)
ES-9E	Electrical Systems (Flush-Mounted Soffit, Pendant soffit and Wall-Mounted Luminaire Structure Installations)

ELECTRICAL SYSTEMS - SPLICE INSULATION METHODS, KINKING AND BANDING DETAILS

ES-13A Electrical Systems (Splice Insulation Methods Details)

ORGANIZATION

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

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications*.

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

^^

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to section 1-1.01:

Bid Items and Applicable Sections

Item code	Item description	Applicable section
011269	PERVIOUS CONCRETE PAVEMENT	40
044100	REMOVE TEMPORARY CULVERT CLOSURE	15
044200	REMOVE SHEET PILING	15
048125	CONCRETE BARRIER (TYPE 85A)	83
046732	PEDESTRIAN RAILING	83
046733	STEEL PEDESTRIAN RAILING	83
090205	DISPUTE RESOLUTION BOARD ON-SITE MEETING	5
090210	HOURLY OFF-SITE DISPUTE-RESOLUTION-BOARD-RELATED TASKS	5

^^

2 BIDDING

Add between the 1st and 2nd paragraphs of section 2-1.06B:

The Department makes the following supplemental project information available:

Supplemental Project Information

Means	Description
Included in the *Information Handout*	• Coastal Development Permit No CDP4-23-0362 • USACE Nation Wide Permit (NWP) 404 Permit • RWQCB 401 Certification No 34223WQ33 • CDFW 1602 Notification EPIMS-SBA-41011-R5 • Foundation Report San Jose Creek Multi-Purpose Bike Path (Southern Segment – SR217 PUC and RW-19) • Foundation Report San Jose Creek Multi-Purpose Bike Path (SR217 Pedestrian Bridge) • Foundation Report San Jose Creek Multi-Purpose Bike Path (Northern Segment – RW1, RW3, RW4 and RW5 • Lead and Asbestos Survey Report • Restoration Contractor Scope of Work for Mitigation • NMFS Endangered Species Act Section 7(a)(2) Biological Opinion for the San Jose Creek Multipurpose Path in Goleta, California (EA: 05-1K630) • USFWS Biological Opinion on San Jose Creek Multipurpose Path Project (Caltrans Project Number 05-1800-0229 / EA 05-1K630) • USFWS Programmatic Biological Opinion for Projects Funded or Approved under the Federal Highway Administration's Federal Aid Program (8-8-10-F-58)
Included with the project plans	Log of Test Borings

^^

5 CONTROL OF WORK

Add to the end of section 5-1.20A:

During the progress of the work under this Contract, work under the following contracts may be in progress at or near the job site of this Contract:

Coincident or Adjacent Contracts

Contract no.	County–Route–Post Mile	Location	Type of work
05-1H4304	05-SB-101-21.2/22.3	In Santa Barbara County in Goleta From Route 101/217 Separation and Overhead to 0.3 Miles North of San Jose Creek Bridges	San Jose Creek Bridge Replacement
05-1C3604	05-SB-217-0.9/1.4	In Santa Barbara County in Goleta On Route 217 Near Goleta From 0.2 Mile East of Goleta Slough Bridge to 0.4 Mile East of San Jose Creek Bridge	San Jose Creek Bridge Replacement
05-4611U4	05-SB-217-1.5/2.5	On Route 217 at Hollister Avenue Between PM 1.5 and 2.5	Interchange Roundabouts, Ekwill Street and Fowler Road Extensions
05-1C3614	05-SB-217-0.9/1.4	On Route 217 Near Goleta From 0.2 Mile East of Goleta Slough Bridge to 0.4 Mile East of San Jose Creek Bridge	San Jose Creek Bridge Replacement Planting Mitigation

Coordinate lane closures and traffic handling with the Engineer and with contractors of coincident or adjacent projects. Potential conflicts may not be limited to the contracts listed above.

Add to the end of section 5-1.32:

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

^^

6 CONTROL OF MATERIALS

Replace section 6-1.03B with:

6-1.03B Submittals

6-1.03B(1) General

Not Used

6-1.03B(2) Work Plan

For local material, such as rock, gravel, earth, structure backfill, pervious backfill, imported borrow, and culvert bedding, obtained from a (1) noncommercial source, or (2) source not regulated under California jurisdiction, submit a local material plan for each material at least 60 days before placing the material. The local material plan must include:

1. Certification signed by you and an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

I am aware local material from a noncommercial source or a source not regulated under CA jurisdiction must be sampled and analyzed for pH and lead and may require sampling and analysis under section 6-1.03B(3) for other constituents of concern based on the land use history. I am aware that local material sources must not contain ADL at concentrations greater than 80 mg/kg total lead or equal to or greater than 5 mg/L soluble lead as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II. I am aware that a maximum quantity of material may be excavated at the site based on the minimum number of samples taken before excavating at the site under section 6-1.03B(3).

2. Land use history of the local material location and surrounding property
3. Sampling protocol
4. Number of samples per volume of local material
5. QA and QC requirements and procedures
6. Qualifications of sampling personnel
7. Stockpile history
8. Name and address of the analytical laboratory that will perform the chemical analyses
9. Analyses that will be performed for lead and pH
10. Other analyses that will be performed for possible hazardous constituents based on:
    - 10.1. Source property history
    - 10.2. Land use adjacent to source property
    - 10.3. Constituents of concern in the ground water basin where the job site is located

The plan must be sealed and signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State.

If the plan requires revisions, the Engineer provides comments. Submit a revised plan within 7 days of receiving comments. Allow 7 days for the review.

6-1.03B(3) Analytical Test Results

At least 15 days before placing local material, submit analytical test results for each local material obtained from a noncommercial source or a source not regulated under CA jurisdiction. The analytical test results must include:

1. Certification signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

   The analytical testing described in the local material plan has been performed. I performed a statistical analysis of the test results using the US EPA's ProUCL software with the applicable 95 percent upper confidence limit. I certify that the material from the local material source is suitable for unrestricted use at the job site, it has a pH above 5.0, does not contain soluble lead in concentrations equal to or greater than 5mg/l as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II, does not contain lead in concentrations above 80 mg/kg total lead, is free from all other contaminants identified in the local material plan, and will comply with the job site's basin plan and water quality objectives of the RWQCB.

2. Chain of custody of samples
3. Analytical results no older than 1 year
4. Statistical analysis of the data using US EPA's ProUCL software with a 95 percent upper confidence limit
5. Comparison of sample results to hazardous waste concentration thresholds and the RWQCB's basin plan requirements and water quality objectives for the job site location

6-1.03B(4) Sample and Analysis

Sample and analyze local material from a (1) noncommercial source or (2) a source not regulated under CA jurisdiction:

1. Before bringing the local material to the job site

2. As described in the local material plan
3. Under US EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846)

The sample collection must be designed to generate a data set representative of the entire volume of proposed local material.

Before excavating at the (1) noncommercial material source or (2) a source not regulated under CA jurisdiction, collect the minimum number of samples and perform the minimum number of analytical tests for the corresponding maximum volume of local material as shown in the following table:

Minimum Number of Samples and Analytical Tests for Local Material

Maximum volume of imported borrow (cu yd)	Minimum number of samples and analytical tests
< 5,000	8
5,000–10,000	12 for the first 5,000 cu yd plus 1 for each additional 1,000 cu yd or portion thereof
10,000–20,000	17 for the first 10,000 cu yd plus 1 for each additional 2,500 cu yd or portion thereof
20,000-40,000	21 for the first 20,000 cu yd plus 1 for each additional 5,000 cu yd or portion thereof
40,000–80,000	25 for the first 40,000 cu yd plus 1 for each additional 10,000 cu yd or portion thereof
> 80,000	29 for the first 80,000 cu yd plus 1 for each additional 20,000 cu yd or portion thereof

Do not collect composite samples or mix individual samples to form a composite sample.

Analyze the samples using the US EPA's ProUCL software with a 95 percent upper confidence limit. All chemical analysis must be performed by a laboratory certified by the SWRCB's Environmental Laboratory Accreditation Program (ELAP).

The analytical test results must demonstrate that the local material:

1. Is not a hazardous waste
2. Has a pH above 5.0
3. Has an average total lead concentration, based upon the 95 percent upper confidence limit, at or below 80 mg/kg
4. Is free of possible contaminants identified in the local material plan
5. Complies with the RWQCB's basin plan for the job site location
6 Complies with the RWQCB's water quality objectives for the job site location

6-1.03C Local Material Management

Do not place local material until authorized.

If the Engineer determines the appearance, odor, or texture of any delivered local material suggests possible contamination, sample and analyze the material. The sampling and analysis is change order work unless (1) hazardous waste is discovered or (2) the analytical test results indicate the material does not comply with section 6-1.03B(3).

Dispose of noncompliant local material at an appropriately permitted CA Class I, CA Class II or CA Class III facility. You are the generator of noncompliant local materials.

Replace section 6-1.04 with:

6-1.04 BUY AMERICA

6-1.04A General

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

6-1.04B Crumb Rubber (Pub Res Code § 42703(d))

Furnish crumb rubber with a certificate of compliance. Crumb rubber must be:

1. Produced in the United States
2. Derived from waste tires taken from vehicles owned and operated in the United States

6-1.04C Steel and Iron Materials

Steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total bid or $2,500, the material may be used if authorized

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured.

All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

6-1.04D Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of section 6-1.04C regardless of the amount used.

Iron and steel used in other manufactured products must meet the requirements of section 6-1.04C if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

6-1.04E Construction Materials

Buy America requirements apply to the following construction materials unless otherwise specified:

1. Non-ferrous metals
2. Plastic and polymer-based products such as:
   2.1. Polyvinylchloride
   2.2. Composite building materials
   2.3. Polymers used in fiber optic cables
3. Glass
4. Lumber
5. Drywall

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

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7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Replace Section 7-1.02K(6)(j)(iii) with:

7-1.02K(6)(j)(iii) Unregulated Earth Material Containing Lead

Section 7-1.02K(6)(j)(iii) includes specifications for handling, removing, and disposing of unregulated earth material containing lead. Management of this material exposes workers to health hazards that must be addressed in your lead compliance plan. This material contains average lead concentrations below 80 mg/kg total lead and below 5 mg/L soluble lead and is not regulated by DTSC as a hazardous substance or a hazardous waste. This material does not require disposal at a permitted landfill or solid waste disposal facility. The RWQCB has jurisdiction over reuse of this material at locations outside the job site limits.

Manage regulated earth material containing lead under sections 14-11.08.

Unregulated earth material containing lead is present on the job site at the following locations:

Location	Element of work	Depth
From station 31+89.44 to station 62+85.55, westbound of Route 217	Excavation for new shoulders	0-feet to 2-feet

Unregulated earth material containing lead has been detected to a depth of within the job site. Unregulated levels of lead found range from less than to mg/kg total lead with an average concentration of mg/kg total lead as analyzed by EPA test method 6010 or EPA test method 7000 series and based upon a 95 percent upper confidence limit. Unregulated levels of lead on the job site have a predicted average soluble concentration of mg/L as analyzed by the California Waste Extraction Test and based upon a 95 percent upper confidence limit.

Handle the material under all applicable laws, rules, and regulations, including those of the following agencies:

1. Cal/OSHA
2. CA RWQCB, Region 3 – Central Coast

If unregulated material is disposed of:

1. Submit at least 15 days before disposal, the form titled "Agreement between a Contractor Working on State Facilities and a Real Property Owner for Disposing Construction-related Material Suitable for Use on Residential Zoned Property" which discloses the lead concentration of the material to the receiving property owner and obtains authorization for disposal on the property. Give a copy of the signed form to the property owner.
2. You are responsible for any additional sampling and analysis required by the receiving property owner.

If you choose to dispose of unregulated material at a commercial landfill:

1. Transport it to a Class III or Class II landfill appropriately permitted to receive the material

2. You are responsible for identifying the appropriately permitted landfill to receive the material and for all associated trucking and disposal costs, including any additional sampling and analysis required by the receiving landfill

Add to section 7-1.02M(2):

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

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

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

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

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

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

1. 10 shovels, 5 axes, two 5-gallon water-filled backpack fire pumps
2. 100-gallon tank of water with a gasoline motor powered pump and 100 feet of 3/4-inch hose on a reel

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

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

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

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

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

1. Smoking is only allowed in automobiles and cabs of trucks equipped with an ashtray.

2. Work of a nature that could start a fire requires that properly equipped fire guards be assigned to such operation for the duration of the work.

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

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8 PROSECUTION AND PROGRESS

Replace section 8-1.04C with:

8-1.04C Delayed Start

Section 8-1.04B does not apply.

Start job site activities within 55 days after receiving notice that the Contract has been approved by the Attorney General or the attorney appointed and authorized to represent the Department.

Do not start job site activities until the Department authorizes or accepts your submittal for:

1. CPM baseline schedule
2. WPCP or SWPPP, whichever applies
3. Contingency plan for opening closures to traffic

You may enter the job site only to measure controlling field dimensions and locate utilities.

Do not start other job site activities until all the submittals from the above list are authorized or accepted and the following information is received by the Engineer:

1. Notice of Materials To Be Used form.

You may start job site activities before the 55th day after Contract approval if you:

1. Obtain specified authorization or acceptance for each submittal before the 55th day
2. Receive authorization to start

Submit a notice 72 hours before starting job site activities. If the project has more than 1 location of work, submit a separate notice for each location.

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The Contractor shall provide the office beginning 14 days before project work begins and ending 21 days after final acceptance. Facilities remain the property of the Contractor upon completion of the contract. The Contractor shall perform all site work to set up and remove the office. Provide weatherproof buildings or trailers in good condition. Facilities and their location are subject to approval and must be located within 2 miles of the project site.

The field office shall be safe, sanitary and include the appropriate electrical service, potable water supply, toilet accommodations and waste disposal services. The Contractor shall pay monthly utility bills (electricity, sewer, refuse, phone and water) promptly. The Contractor shall pay the cost for all connection and disconnection fees for electricity, phone, water service, sanitary service, fax and high-speed internet, as applies. The Contractor shall conform to all applicable ordinances, safety codes, and regulations.
The Contractor shall supply a field office with the following minimum requirements:

1. 800 square feet floor space, with separate room for the Resident Engineer's office
2. Locking outside door, deadbolt with keys
3. Alarm system with 24 hours monitoring service
4. ADA compliant access
5. Windows with locks, total area 25 square feet
6. Minimum 7-foot ceiling height
7. 12 square feet of shelf space, minimum 12" depth
8. Electrical lighting
9. Heat and air conditioning able to maintain 72 degrees Fahrenheit
10. Adequate electrical outlets and surge protectors
11. Adequate electricity (120-volt, 60 cycle)
12. Adequate potable water supply
13. Adequate sanitary facilities
14. Parking for 4 vehicles (min)
15. Janitorial services

The Contractor shall furnish the office at a minimum with the following:

2 Tables 30" wide 8' long x 30" high
1 File cabinet, 4-drawer, fire resistant metal with lock and keys
3 Desk, 12 square feet minimum each
3 Desk lamps
4 Office chairs and 10 folding chairs
1 5 shelf Bookcase, 3' wide x 1' deep x 6' high minimum
1 Fire extinguisher
1 Refrigerator, 10 cubic feet
1 Microwave Oven
1 fully serviced Copy Machine (with color, 11x17, scanning and email capabilities), with necessary paper, toner and ink cartridges
1 commercial grade First Aid Kit
High speed internet, with secured "wifi" connectivity and router

The field office shall be reasonably secure. The field office may be located within the project storage area if it is similarly secured.
All equipment furnished must be of standard quality and like new.
The field office and related facilities must be supplied and maintained by the Contractor throughout the construction period; including sewage holding tank, copy machine, and drinking water, and must be removed from the project site when, and as, directed.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in furnishing, installing, maintaining and removing a field office for the Engineer, complete in place, as specified in these special provisions, and as directed by the Engineer is included in the lump sum paid for resident engineer office and no additional compensation will be allowed therefor.

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12 TEMPORARY TRAFFIC CONTROL

Replace section 12-3.11B(5)(a) with:

Provide two C48(CA) construction project funding identification signs.

Add the following funding partner agency pictographs:

Partner funding agency	Height dimension of pictograph with notes
Federal Highway Administration (FHWA) logo	8 inches high, including text around logo
California Department of Transportation (Caltrans) logo	8 inches high, including *Caltrans* text

Replace item 3 in the list in the 1st paragraph of section 12-3.20A(4)(a) of the RSS for section 12 with:

3. Comply with the approved manufacturer's drawings located on the Department's Division of Safety website and the manufacturer's installations instructions. The website is found at https://dot.ca.gov/programs/safety-programs/mash

Add to the table in the 2nd paragraph of section 12-3.20C(1) of the RSS for section 12:

12'-9" temporary steel barrier	Staked at 30 feet maximum	1	2	4	5
	Staked at 158 feet maximum	6	7	10	10

Add to the beginning of the 10th paragraph of section 12-3.20C(1) of the RSS for section 12:

Remove temporary barrier systems when no longer required for the work.

Add to section 12-3.20C(1) of the RSS for section 12:

Stake down or anchor a minimum of 20 feet of temporary concrete barrier at the ends of the barrier run. For Type K temporary railing, place 4 stakes/anchors, and for temporary concrete barrier with "J" hooks, place a minimum of 6 stakes/anchors. For temporary steel barriers, follow manufacturer's requirements for end segment staking.

Place a minimum 60 feet of temporary barrier system in the approach zone before the work zone on facilities with a posted speed of 45 mph or less or place a minimum 100 feet of temporary barrier system in the approach zone before the work zone with a posted speed greater than 45 mph.

Offset the approach end of a temporary barrier system a minimum of 15 feet from the edge of an open traffic lane, use the offset rate in the table below:

Temporary Barrier System Offset Rate

Posted speed (mph)	Rate[a]
0 to 45	10:1
46 to 60	15:1
61 to 70	20:1

[a] Rate is longitudinally to transversely with respect to the edge of the traveled way.

If the 15-foot minimum offset cannot be achieved, offset the temporary barrier the maximum distance available and install an array of temporary crash cushion modules or an authorized temporary crash cushion system at the approach end of the barrier system.

Replace section 12-3.20C(3)(c) of the RSS for section 12 with:

12-3.20C(3)(c) 12'-9" Temporary Steel Barrier

Install a minimum of 260 feet of 12'-9" temporary steel barrier.

Place temporary barrier system on asphalt concrete surface. The asphalt concrete surface must have a minimum of 6 inches of asphalt concrete over a minimum of 6 inches of compacted base. Do not place the system on concrete or earth surface.

Stake down the first and last segment of the temporary steel barrier system.

Maintain a minimum radius of 775 feet for segments placed on a curved layout.

Maintain a minimum 2-foot set back distance on both sides of a temporary barrier system used with traffic on both sides of the barrier.

Install temporary barrier system under the approved manufacturer's instructions except you may use any approved temporary crash cushion.

Add to the beginning of section 12-3.32C:

Place PCMSs at the locations shown and in advance of the 1st warning sign for each:

1. Stationary lane closure
2. Off-ramp closure
3. Connector closure
4. Shoulder closure
5. Speed reduction zone

Add between the 9th and 10th paragraphs of section 12-3.32C:

Start displaying the message on the sign 15 minutes before closing the lane or shoulder or when directed by the Engineer.

Add to section 12-4.02A(2):

special days: Martin Luther King Jr. day, Cesar Chavez Day, UCSB Graduation Weekend, UCSB Move-In Week.

Add between the 1st and 2nd paragraphs of section 12-4.02A(3)(c):

Submit a contingency plan for each of the following activities:

1. Activity requiring complete roadway closure
2. Culvert Work
3. HMA Paving
4. Striping

Add to the end of section 12-4.02C(1):

Keep the full width of the traveled way open to traffic when no active construction activities are occurring in the traveled way or within 6 feet of the traveled way.

Keep the full width of the ramp traveled way open for use by traffic on designated holidays.

Add to the end of section 12-4.02C(3)(a):

If work vehicles or equipment is parked on the shoulder within 6 feet of a traffic lane of a freeway or expressway, close the shoulder area as shown.

Replace *Reserved* in section 12-4.02C(3)(f) with:

Closure restrictions for designated holidays and special days are shown in the following table:

Lane Closure Restrictions For Designated Holidays And Special Days											
Thu	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat	Sun	Mon
x	**H** xx	xx	xx	xxx							
	SD xx										
x	xx	**H** xx	xx	xxx							
		SD xx									
	xx	xx	**H** xx	xx	xxx						
			SD xx								
x	xx	xx	xx	**H** xx	xxx						
				SD xx	xxx						
				xx	**H** xx	xxx					
					SD xx						
					xx	**H** xx	xxx				
						SD xx					
						x	**H** xx	xxx			
					x	xx	**H*** xx	xx	xx	xx	xxx
							SD xx				

Legend:	
	Refer to lane requirement charts.
x	The full width of the traveled way must be open for use by traffic after 1200.
xx	The full width of the traveled way must be open for use by traffic.
xxx	The full width of the traveled way must be open for use by traffic until 0800.
H	Designated holiday
H*	Thanksgiving Holiday-The full width of the traveled way must be open for use by traffic between Tuesday at 1200 until the following Monday at 0800.
SD	Special day

Replace section 12-4.02C(3)(g) with:

12-4.02C(3)(g) Freeway or Expressway Lane Requirement Charts

Freeway lane closures must comply with the requirements shown in the following charts:

Chart No. G1
Freeway Lane Requirements

County: Santa Barbara	Route/Direction: SR 217 / EB & WB	Post Mile: 0.88 to 2.23

Closure limits: Sandspit Rd EB Off-Ramp to Hollister Ave UC 51-160

Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon–Thu	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Fri	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Sat	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Sun	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S

Legend:

S Shoulder closure is allowed (right / left).

REMARKS:

EA: 05-1K630
Date: 7/7/2023 (RDB) Chart valid for one year prior to advertisement.

Chart No. G2
Freeway Lane Requirements

County: Santa Barbara	Route/Direction: SR 217 / EB & WB	Post Mile: 0.88 to 2.23

Closure limits: Sandspit Rd EB Off-Ramp to Hollister Ave UC 51-160

Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon–Thu	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Fri	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Sat	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Sun	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

Legend:
1 Provide at least 1 through freeway lane open in the direction of travel.

REMARKS:

1. 24/7 closure is limited to a maximum duration of 220 calendar days.

EA: 05-1K630
Date: 7/7/2023 (RDB) Chart valid for one year prior to advertisement.

Replace the 1st paragraph of section 12-4.02C(7)(a) with:

Control traffic using stationary closures, except you may use a moving closure during traffic striping and pavement marker placement using a bituminous adhesive. Do not use a moving lane closure when grinding for recessed striping and recessed markers.

Add to the end of section 12-4.02C(7)(b):

Except for one-way-reversing traffic-control lane closures, the maximum length of the work area inside a closure is 1.1 miles.

Not more than 1 stationary closureis allowed in each direction of travel at one time.

For a stationary one-way-reversing traffic-control lane closure on City street, you may stop traffic in 1 direction for periods not to exceed 10 minutes. After each stoppage, all accumulated traffic for that direction must pass through the work zone before another stoppage is made. One-way-reversing traffic-control is not allowed on freeway.

The maximum length of a single stationary one-way-reversing traffic-control lane closure on City street is 1 mile between flaggers. One-way-reversing traffic-control is not allowed on freeway.

Not more than 1 stationary one-way-reversing traffic-control lane closures on City street will be allowed at one time. One-way-reversing traffic-control is not allowed on freeway.

Add to section 12-4.02C(7)(b):

Provide a stationary impact attenuator vehicle for:

1. Pavement marking

2. Traffic control placement and removal

For a traffic control system with multiple work areas, place a stationary impact attenuator at each work area with a separation distance of at least 500 feet from the adjacent work area.

Add to the end of section 12-4.02C(8)(a):

For a complete freeway closure, install the closure signs at least 7 days before closing the freeway. Notify the Engineer at least 5 business days before installing the signs. If the freeway is not closed on the posted day, change the closure to allow for a 3-business-day advance notice before closure.

Replace section 12-4.02C(12) with:

12-4.02C(12) Construction Work Zone Speed Limit Reduction

12-4.02C(12)(a) General

Section 12-4.02C(12) includes specifications for providing, installing, maintaining, and removing traffic control devices for reducing the speed limit for the construction work zones.

Speed limit reduction is limited to 10 mph from the posted speed limit in construction work zones unless a greater speed limit reduction is specified. Construction work zone speed limit reduction can either be required when construction activities are active in a closure as a temporary condition or 24 hours a day, 7 days a week based on the roadway conditions when specified.

Speed limit reduction for Route 217 is to be reduced from 65 mph to 45 mph. Place traffic control devices as shown for multiple speed limit reduction steps within traffic control system. Speed limits can be stepped down in 5 or 10 mph increments.

Temporary construction work zone speed limit reduction is required for lane closures when construction activities require workers to be present within the lane closures. Construction work zone speed limit reduction is not required for short duration closures of 1 hour or less or when the length of lane closure is 1/2 mile or less.

Temporary construction work zone speed limit reduction is required when construction activities require lane closures for the locations shown in the following table:

Lane requirement chart no.
G2

Construction work zone speed limit reduction is required 24 hours a day, 7 days a week when construction activities affect the roadway around the clock 24 hours a day, 7 days a week as shown on the traffic handling plans.

Construction work zone speed limit reduction is required 24 hours a day 7 days a week at the following locations when the roadway conditions listed are in effect because of construction activities:

Construction Work Zone Speed Limit Reduction 24 Hours A Day 7 Days A Week

Location no.	Route	Begin postmile/station	End postmile/station	Roadway condition
1	217	1.0	2.2	Temp. Pavement

For divided highways, the construction speed limit reduction zone for 24 hours a day, 7 days a week applies only to the direction of travel where the roadway conditions require lower vehicle speeds.

12-4.02C(12)(b) Materials

For construction work zone speed limit reduction for 24 hours a day, 7 days a week, construction area signs must comply with the requirements for stationary-mounted signs in section 12-3.11. When the

duration of construction work zone speed limit reduction for 24 hours a day, 7 days a week is 7 days or less, you may use portable signs that comply with the requirements for portable signs in section 12-3.11.

For temporary construction work zone speed limit reduction, signs must comply with the requirements for portable signs in section 12-3.11.

The PCMS must comply with section 12-3.32.

Radar feedback sign LED displays must have LED:

1. Character of at least 18 inches in height for freeways and expressways
2. Character of at least 14 inches in height for conventional highways
3. Character's width-to-height ratio from 0.7 to 1.0
4. Character's stroke width-to-height ratio of 0.2

Portable radar speed feedback sign must comply with section 12-3.37.

Portable radar speed feedback sign trailers must have a minimum of 9 cones placed on a taper in advance of the device and along the edge of shoulder or edge of the traveled way at 25-foot intervals to a point not less than 25 feet past the device.

Temporary radar speed feedback sign system must comply with the specifications for:

1. Temporary electrical system in section 87-20
2. Radar speed feedback sign system in section 87-14 except the LED character display must remain blank when no vehicles are detected or when the detected vehicle speed is 10 miles or less than the pre-set speed

12-4.02C(12)(c) Construction

Advise motorists of construction work zone speed limit reductions starting 14 days in advance of implementing the speed limit reduction using a PCMS displaying the alternating messages *Reduced Speed* and *Starting XX/XX/XX (Date)*.

When construction work zone speed limit reduction is in effect, the PCMS message must be *XX ZONE AHEAD* and *WILL BE ENFORCED*. Mount a 48-by-48-inch W3-5 XX "SPEED LIMIT" ahead symbol sign on the PCMS trailer.

Cover all existing speed limit signs while the construction work zone speed limit reduction is in effect. Remove covers when construction work zone speed limit reduction is no longer in effect. For construction work zone speed limit reduction for 24 hours a day, 7 days a week, you may remove the existing speed limit signs and replace the signs when the construction activities that required the 24 hours a day, 7 days a week speed limit reduction are completed.

For construction work zone speed limit reduction for 24 hours a day, 7 days a week, install temporary radar speed feedback systems. In addition to the temporary radar speed feedback system shown, place a portable radar speed feedback system 400 feet upstream of active work areas. Portable radar speed feedback system must include a R2-1 sign with G20-5aP "WORK ZONE" plaque.

For temporary construction work zone speed limit reduction for lane closures, install portable radar speed feedback system as shown. In addition to the portable radar speed feedback system shown, place a portable radar speed feedback system 400 feet upstream of active work areas. The portable radar speed feedback system must include a R2-1 sign with G20-5aP "WORK ZONE" plaque.

For on-ramps within the limits of a construction work zone speed limit reduction, place R2-1 signs with G20-5aP "WORK ZONE" plaque within 500 feet of entrance ramps. You may use the strap and saddle method for mounting these sign panels on the entrance ramp lighting standard at the merge point.

For freeway to freeway connector ramps, install signs and devices as shown for construction work zone speed limit reduction.

For expressways, place a R2-1 sign with G20-5aP "WORK ZONE" plaque approximately 500 feet downstream from intersections within the limits of a construction work zone speed limit reduction.

For conventional highways, place a R2-1 sign with G20-5aP "WORK ZONE" plaque approximately 500 feet downstream from major intersections within the limits of a construction work zone speed limit reduction.

Within the limits of a construction work zone speed limit reduction, place intermediate R2-1 signs with G20-5aP "WORK ZONE" plaque at intervals not exceeding three miles.

You may use variable speed limit signs where R2-1 signs are described.

For chip seal projects, place construction work zone speed limit reduction signs and devices as shown except place additional intermediate signs, W8-7 "LOOSE GRAVEL" sign, and a W13-1 (35) plaque every 2000 feet.

For construction work zone speed limit reduction for 24 hours a day, 7 days a week, install advisory warning signs 48-by-48-inch C46 CA) UNEVEN PAVEMENT as directed by Engineer.

12-4.02C(12)(d) Payment

For construction work zone speed limit reduction for 24 hours a day, 7 days a week, signs are paid for as construction area signs, PCMS is paid for as portable changeable message sign, temporary radar speed feedback sign is paid for as temporary radar speed feedback sign system, and portable radar speed feedback sign is paid for as portable radar speed feedback sign systems. Covering and removing covers of existing speed limit signs are included in the price paid for construction area signs.

For construction work zone speed limit reduction only during lane closures, signs are included in the bid item for traffic control system, PCMS is paid for as portable changeable message sign, and portable radar speed feedback sign is paid for as portable radar speed feedback sign systems. Covering and uncovering existing speed limit signs for each lane closure are included in the price paid for traffic control system.

^^

13 WATER POLLUTION CONTROL

Add to the end of section 13-1.01A:

The specifications in section 13 for water quality monitoring apply to the following work activities whenever they occur in water:

1. Dewatering operations with a discharge to a natural water course via existing vegetated areas and swales, where the discharge to a natural water course is permitted by the Regional Water Quality Control Board.

The receiving waters for this project are listed in the following table:

Receiving Waters	Location
San Jose Creek	Parallel to SR 217 east of Bridge No. 51-0362
San Pedro Creek	Northwest of Bridge No. 51-0362
Atascadero Creek	South of Bridge No. 51-0362
Goleta Slough/Estuary	Southeast of Bridge No. 51-0362

Add to the end of section 13-3.01A:

This project's risk level is 2.

Add between the 4th and 5th paragraphs of section 13-3.01C(2)(a):

The following RWQCBs will review the authorized SWPPP:

1. Region 3 – Central Coast

Add after the 1st paragraph of section 13-4.01C with:

If dewatering operations with discharge to a natural water course are necessary, submit a detailed dewatering plan 30 days before implementation of dewatering activities.

If necessary, dewatering must comply with Section 401 Water Quality Certification No 34223WQ33.

Replace the 2nd sentence of the 1st paragraph of section 13-6.03C with:

The drainage inlet protection must be Type 1, Type 2, Type 3A, Type 4A, Type 4B, Type 5, or a combination of these, as appropriate for the conditions around the drainage inlet.

^^

14 ENVIRONMENTAL STEWARDSHIP

Add to the end of section 14-1.02:

An ESA exists on this project.

Before starting job site activities, install temporary high-visibility fence to protect the ESA and mark its boundaries.

Install signs 50 feet apart along the length and at the ends of the temporary high-visibility fence identifying the area as an ESA. Place the top of each sign flush with the top of the temporary high-visibility fence.

Along San Jose Creek and other locations, the existing fence will be used in-lieu of temporary high visibility fence. Install signs 50 feet apart along the length of the existing fence.

ESA signs must:

1. Be weatherproof and fade-proof
2. Be from 8-1/2 to 11 inches high and from 11 to 14 inches wide
3. Have the following message in black letters: This area is environmentally sensitive; no construction or other operations may occur beyond this fencing. Violators may be subject to prosecution, fines, and imprisonment.

The message must be legible from a distance of 20 feet by persons with 20/20 vision or vision corrected to 20/20.

The signs may be made of laminated printed paper attached to an inflexible weatherproof backer board.

Attach the signs to the temporary high-visibility fence, or to existing right-of-way fence along State Route 217, with tie wire or locking plastic fasteners.

Maintain the signs until Contract acceptance.

Limited access to the ESA is allowed for biological monitoring and encroaching wildlife. Notify the Engineer 5 business days or less before the planned entry date. Any other access to the ESA is prohibited.

Access to an ESA other than that described is prohibited.

Add to section 14-2.03B:

Archaeological monitoring areas within, near, or straddling the project limits are shown.

Replace *Reserved* in section 14-4 with:

A tribal monitor must be present during construction of the southern segment in areas of native ground disturbance.

The City will coordinate with the tribal monitor 15 business days before the start of job site activities.

The Engineer and the tribal monitor will conduct a field review of the southern segment with you at least 5 business days before the start of job site activities. The Department marks the exact boundaries of the tribal monitoring area on the ground.

If a high-visibility fence is shown, install it or other authorized enclosure to protect the area and define its boundaries before starting other job site activities.

Submit a schedule showing the days and hours that work will be performed in a tribal monitoring area at least 5 business days before starting work in the monitoring area. Submit an updated schedule at least 5 business days before any changed work day.

Add to the 1st paragraph of section 14-6.03A:

This project is within or near habitat for the regulated species shown in the following table:

Regulated Species
Southern California Steelhead
Tidewater Goby
California Red-Legged Frog
Coast Range Newt
Western Pond Turtle
Northern California Legless Lizard
Coast Horned Lizard
Western Snowy Plover, Pacific Coast Population
Southwestern Willow Flycatcher
Belding's Savanna Sparrow
Least Bell's Vireo
Grasshopper Sparrow
Pallid Bat
Western Mastiff Bat
Western Red Bat
White-Tailed Kite
Nesting Birds
Nesting Raptors
Monarch butterfly (overwintering population)
San Diego Desert Woodrat
Coulter's saltbrush
Southern tarplant
Salt marsh bird's beak
Coulter's goldfields

This project includes the sensitive habitats shown in the following table:

Sensitive Habitats

Southern California Steelhead and Tidewater Goby Critical Habitat
Coastal Pelagic Species and Groundfish Essential Fish Habitat
Jurisdictional Waters
Jurisdictional Wetlands
Jurisdictional Riparian Habitat
California Coastal Zone

Replace item 1 in the list in the 2nd paragraph of section 14-6.03A with:

1. Stop all work within a 100-foot radius of the discovery except as shown in the following table:

Regulated species	Protective radius (feet)
Nesting Raptors	500
Nesting Birds	250
Roosting bats	500
Belding's Savanna Sparrow	500
Least Bell's Vireo and Southwestern Willow Flycatcher	250
San Diego Desert Woodrat	50

Add to section 14-6.03A:

There is no suitable habitat for San Diego Desert Woodrat in the southern segment.

San Diego Desert Woodrat (northern segment):

A preconstruction survey for San Diego desert woodrat shall be conducted by a qualified biologist within two weeks prior to the start of construction-related activities. If woodrat middens are located during this survey, the qualified biologist shall establish an ESA with a 50-foot buffer around each midden and no construction activities regarding grading, mechanized equipment or vehicles, or large crews will be allowed within the 50-foot protective buffer.

If construction activities cannot avoid impacting the middens, then a qualified biologist will consult with the California Department of Fish and Wildlife prior further activity. Upon CDFW consultation, a qualified biologist will dismantle the middens by hand at least seven days prior to grading or vegetation removal activities. The midden dismantling shall be conducted such that the midden material is slowly removed looking for young woodrats. The material shall be placed in a pile at the closest adjacent undisturbed habitat and more than 50 feet from construction activities.

If young are encountered during midden dismantling, the dismantling activity shall be stopped and the material replaced back on the nest and the nest shall be left alone and rechecked in 2 to 3 weeks to see if the young are out of the nest or capable of being out on their own (as determined by a qualified biologist); once the young can fend for themselves, the nest dismantling can continue.

Add to section 14-6.03A:

Species protection areas within the project limits are as specified in the following table:

Species Protection Areas

Identification name	Location
Species Protection Area 1 (SPA1)	Coastal Zone
Species Protection Area 2 (SPA2)	Jurisdictional Waters in San Jose Creek
Species Protection Area 3 (SPA3)	Jurisdictional Riparian Habitat
Species Protection Area 4 (SPA4)	Jurisdictional Wetlands

Comply with the following biological resource information requirements:

1. Before performing activity or work, a Worker Environmental Awareness Training Program for construction personnel will be conducted by a USFWS-approved qualified biologist. All personnel on site greater than 60 minutes are required to attend this training.
2. Notify the Engineer no later than seven days prior to start of activities or start of new field personnel to schedule the training.
3. Do not schedule more than one training session within a week.
4. As needed, training will be conducted in Spanish for Spanish language speakers.

Within Protection Area 1 (Coastal Zone), Protection Area 2 (Jurisdictional Waters in San Jose Creek), Protection Area 3 (Jurisdictional Riparian Habitat), and Protection Area 4 (Jurisdictional Wetlands) implement the following protection measures:

1. No less than 14 days prior to the start of construction activities, notify the City and City's qualified biologist in order to schedule and conduct a pre-construction survey(s) for Regulated Species.
2. The contractor will allow access to the City's qualified biologist to conduct pre-construction surveys prior to the start of construction activities.
3. If it becomes necessary to remove woody vegetation with a diameter at 4.5 feet above ground level greater than 3 inches, that is not shown for removal on the plan, the contractor must request authorization, subject to City and CDFW approval or denial.
4. Ground disturbance will not begin until written approval is received from USFWS that the biologist is qualified to conduct the work, the pre-construction surveys are complete, and the results are documented.
5. If regulated species are found, stop work and notify the Engineer and City's qualified biologist.
6. During construction activities, all trash that may attract predators will be contained in animal-proof containers and removed from the work site and disposed of daily.
7. All vehicles, machinery, and equipment must be in a clean and soil-free condition.
8. Following construction, all trash and construction debris will be removed from work areas.
9. Visually check all sections of pipe for the presence of wildlife prior to being removed from the project site. If any sections of pipes are being stored on-site for any length of time, Permittee shall have a visual check performed to ensure wildlife is absent and then cap all ends to prevent wildlife entry.
10. Cover areas of excavation (e.g., pits, trenches, holes) overnight and during periods of inactivity, or install routes of escape (e.g., ramp constructed of dirt fill or wood planking or other suitable material that is placed at an angle no greater than 30 degrees) from excavated pits and trenches for wildlife that could potentially become entrapped.
11. No work will be completed in the San Jose Creek channel for the northern segment if water is present.
12. All refueling, maintenance, and staging of equipment and vehicles will occur at least 60 feet from riparian habitat or water bodies and in a location from where a spill would not drain directly toward aquatic habitat (e.g., on a slope that drains away from the water).
13. Do not use rodent poisons or rodenticide to control rodents.
14. Do not use herbicides as the primary method to control invasive, exotic plants. The preferred method of invasive species removal is mechanical removal with hand tools. If herbicides are necessary, the following precautions will be taken:

a. all herbicides will be registered for aquatic use by the California Department of Pesticide Regulation
b. Herbicides will only be used as sprays via aerial or ground application when winds are less than 10 mph
c. If herbicides are used within or adjacent to streams or sensitive habitats, they will contain a dye to prevent overspray

15. All herbicides, fuels, lubricants, and equipment will be stored, poured, or refilled at least 60 feet from riparian habitat or water bodies in a location where a spill would not drain directly toward aquatic habitat, unless otherwise preapproved by the necessary agencies.
16. Vegetation trimming will follow the direction and specifications of a biologist; tree trimming will follow the direction and specifications of a Certified Arborist.Conduct all vegetation removal and grading activities during the non-breeding season (September 1 through January 31) per the direction of a biologist. If excavation takes place where roots will be encountered, a Certified Arborist will monitor the excavation to ensure roots are not damaged.
18. If construction, grading or other related activities are schedule during the breeding and nesting season (February 1 to August 31), preconstruction surveys for other migratory bird species shall take place no more than 3 days prior to the beginning of construction and at least twice a week while construction takes place within suitable nesting habitat during the breeding and nesting season (February 1 to August 31).
19. Thoroughly inspect all construction materials and equipment for sheltering or trapped regulated species prior to use. If regulated species are found, stop work immediately and notify the Engineer.
20. Immediately report any observations of any dead or injured wildlife to the Engineer.

Within Protection Area 2 (Jurisdictional Waters in San Jose Creek), Protection Area 3 (Jurisdictional Riparian Habitat) and Protection Area 4 (Jurisdictional Wetlands)implement the following protection measures:

1. Locate staging areas a minimum of 100 feet from aquatic areas.
2. Clean all equipment daily prior to entering stream channels and riparian habitat and wetlands. Clean equipment and refueling only within staging areas located 100 feet from aquatic and riparian areas.
3. If it becomes necessary to remove woody vegetation with a diameter at 4.5 feet above ground level greater than 3 inches, that is not shown for removal on the plan the contractor must request authorization, subject to City and CDFW approval or denial.
4. If the staging, cleaning, or refueling area is less than 100 feet and not closer than 20 feet from aquatic areas, the area must be surrounded by barriers or secondary containment (e.g., fiber rolls or equivalent) to prevent spills from entering Species Protection Areas 2, 3, and 4.
5. No concrete or any cement product may be poured within 150 feet of a stream during the rainy season, in or near a flowing stream at any time, or 7 days prior to a 25% chance or greater chance of greater than 0.25 inches or more of rain.
6. The contractor will develop and implement a toxic materials control and spill response plan prior to the start of construction. The plan will outline the practices that will be used to prevent minimize, and/or clean up potential spills during construction of the project. The Plan must detail the project elements, construction equipment types and location, access and staging and construction sequence. The Plan will be submitted to the appropriate regulatory agencies 30 days prior to the start of construction for their review and approval.
7. All equipment that will be stationary shall have catch or drip pans placed underneath them. All compressors, pumps, welders and fuel tanks shall be placed inside fuel spill containment systems while operating at any time. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak.
8. Locate all overnight parked vehicles within designated staging areas and no less than 10 feet from the dripline of any trees.
9. Heavy equipment shall not be operated in wetted areas (including but not limited to San Jose Creek channel, ponded, flowing, or wetland areas), except where permitted by regulatory agencies.
10. Locate all temporary soil stockpiles at least 150 feet from aquatic or riparian areas and in locations where runoff will not flow into aquatic or riparian areas.

11. The staging areas will conform to BMPs applicable to attaining zero discharge or stormwater runoff.
12. All equipment and vehicles will be checked and maintained by the contractor daily to ensure proper operation and avoid potential leaks or spills.
13. Erosion and sediment control measures must be on site prior to start of construction in Species Protection Areas 2, 3, and 4 so they are immediately available for installation ahead of rain events.
14. Areas of disturbed soils with slopes toward a stream or lake shall be stabilized to reduce erosion potential. Planting, seeding, and mulching is conditionally acceptable. Where suitable vegetation cannot reasonably be expected to become established, non-erodible materials, such as coconut fiber matting, shall be used for such stabilization. No mono-filament material shall be used within any fiber matting. Where needed, the Permittee shall use native vegetation or other treatments including native slash, jute netting, straw wattles, and geotextiles to protect and stabilize soils. Geotextiles. fiber rolls, and other erosion control treatments shall not contain plastic mesh netting.
15. No stream water may be used in construction, such as in dust control or irrigation of plants. All construction water shall be from developed sources.
16. Do not move or relocate any rock, gravel, or substrate from a stream channel or riparian area other than the minimum required to complete project activities.
17. All debris from structure removal must be removed from the creek channel and riparian areas the same day including small debris and dust.
18. No concrete or any cement product may be poured within 150 feet of a stream during the rainy season, in or near a flowing stream at any time, or 7 days prior to a 25% chance or greater chance of greater than 0.25 inches or more of rain.
19. If any concrete is poured after November 1st a quick cure ingredient shall be added.

Within Species Protection Area 2 (Jurisdictional Waters in San Jose Creek) implement the following protection measures:

1. During construction of the northern segment, instream work will only occur during dry conditions. Instream work is allowed only when conditions are dry, from June 1 and September 30 in any given year (do not work instream between October 1 and May 31). Deviations from this work window will only be made with concurrence from relevant regulatory/resource agencies.
2. No concrete or any cement product may be poured within 150 feet of a stream during the rainy season, in or near a flowing stream at any time, or 7 days prior to a 25% chance or greater chance of greater than 0.25 inches or more of rain.
3. Cement shall not be poured in or near a flowing stream, to reduce the potential for significant adverse impacts to the stream, water, or biota without prior approval
4. If any concrete is poured after November 1st a quick cure ingredient shall be added to the concrete mix to ensure a faster set or drying time
5. Poured concrete structure(s) shall be isolated from water and allowed to dry/cure for a minimum of 30 days. As an alternative, monitor the pH of any water that has come into contact with the poured concrete. If this water has a pH of 9.0 or greater, the water shall be pumped to a tanker truck or to a lined off-channel basin and allowed to evaporate or be transported to an appropriate facility for disposal.
6. During the pH monitoring period, all water that has come in contact with poured concrete shall be isolated and not allowed to enter the water or otherwise come in contact with fish and other aquatic resources. The water shall be retested until pH values become less than 9.0. Once this has been determined, the area no longer needs to be isolated. Results of pH monitoring shall be made available to CDFW upon request. A non-toxic substance that can buffer the pH shall be made available on-site to use if any contamination to water occurs.
7. Instream construction work related to the northern segment will only be performed in a dry work environment with no standing or flowing surface water present. Remove all equipment and stop all construction activities below the top of creek banks on any day for which the National Weather Service has predicted a 50% or more chance of at least 0.5 inches of rain within 72 hours for Goleta, CA. Construction activities may resume 24 hours after the rain has ceased, the site conditions are dry enough to continue work without discharge of sediment or other pollutants from the project site, and there is less than a 50% forecast for precipitation for the following 24-hour period.

8. No night work requiring the use of artificial lighting is permitted in areas within San Jose Creek.

The City will implement measures to avoid and minimize impacts on monarch butterfly. Prior to conducting work and during the work associated with the northern segment, the following measures will be implemented:

1. Before any tree removal in the Elk's Club Grove monarch overwintering habitat, a Department biologist will survey for the presence of roosting or aggregated, overwintering monarch butterflies.
2. A temporary fence will be installed along the outer boundary of the buffer zone prior to and during any grading and construction activities on the site.
3. If an active roost or aggregation is present on the project site, any construction grading, or other development within 200 feet of the active roost will be prohibited between October 1 and March 1.

Replace section 14-6.05 with:

14-6.05 INVASIVE SPECIES CONTROL

Section 14-6.05 includes specifications for preventing the introduction and spread of invasive species to and from the job site.

Comply with section 13-4.03E(3).

At least 2 business days before using vehicles and equipment on the job site, submit a signed statement that the vehicles and equipment have been cleaned of soil, seeds, vegetative matter, and other such debris that may introduce or spread invasive species. The statement must include:

1. List of the vehicles and equipment with identifying numbers
2. Date of cleaning for each vehicle and piece of equipment
3. Description of the cleaning process
4. Measures to be taken to ensure the vehicles and equipment remain clean until operation at the job site
5. Verification that the equipment has not been operated in waters known to be infested by aquatic invasive species

Update the list of vehicles and equipment as needed.

Clean the following vehicles and equipment before operation at the job site:

1. Excavators
2. Loaders
3. Graders
4. Haul trucks
5. Water trucks
6. Cranes
7. Tractors
8. Trailers
9. Dump trucks
10. Waders

This project includes the sensitive areas shown in the following table:

Sensitive Habitats
Southern California Steelhead and Tidewater Goby Critical Habitat
Coastal Pelagic Species and Groundfish Essential Fish Habitat
Jurisdictional Waters
Jurisdictional Wetlands
Jurisdictional Riparian Habitat
California Coastal Zone

Do not clean vehicles, equipment, or tools at locations near sensitive habitat or waterways at the job site. Clean vehicles and equipment every time before it enters or leaves a sensitive habitat. Within 100 feet of aquatic areas or areas less than 100 feet from aquatic areas, but surrounded by barriers or secondary containment, implement the following protection measures:

1. Before entering or exiting, pressure wash your vehicles and equipment:
   1.1. At a temperature of 140 degrees F
   1.2. With a minimum nozzle pressure of 2,500 psi
   1.3. With a minimum fan tip angle of 45 degrees
2. Thoroughly scrub personal work equipment and tools, such as boots, waders, hand tools, and any other equipment used in water at the job site, using a stiff-bristled brush to remove any organisms. Decontaminate the equipment by one of the following methods:
   2.1. Immerse the equipment in water at a temperature of 140 degrees F for at least 5 minutes. If necessary, weigh down the equipment to keep it immersed in the water.
   2.2. Freeze the equipment to a temperature of 32 degrees F or colder for at least 8 hours.
   2.3. Thoroughly dry the equipment in a weed-free area for at least 48 hours.
3. Clean personal work equipment, and tools over drip pans or containment mats at the job site. Collect and contain the wastewater. Dispose of the wastewater at a waste management facility.

Replace section 14-11.08 with:

14-11.08 REGULATED MATERIAL CONTAINING AERIALLY DEPOSITED LEAD

14-11.08A General

Section 14-11.08 includes specifications for management of regulated material containing ADL Management of the material includes:

1. Excavating
2. Loading and unloading containers or trucks
3. Transporting
4. Disposal

Manage regulated material containing ADL under the rules and regulations of the following agencies:

1. US Department of Transportation
2. US EPA
3. California Environmental Protection Agency
4. CDPH
5. DTSC
6. Cal/OSHA
7. California Department of Recycling and Recovery
8. California Air Resources Board
9. RWQCB, Region 3, Central Coast
10. Santa Barbara County Air Pollution Control District

The Department entered into agreement Docket No. ESPO-SMA 15/16-001 Soil Management Agreement for Aerially Deposited Lead-Contaminated Soils with the DTSC (ADL Agreement) regarding the management of regulated material containing ADL. As the responsible entity and the generator of waste,

only the Department determines material classification. For the ADL agreement, go to the Caltrans Hazardous Waste Management website.

Regulated material containing ADL is present within the project limits and the ADL Agreement applies. Management of regulated material containing ADL exposes workers to health hazards that must be addressed in your lead compliance plan under section 7-1.02K(6)(j)(ii).

14-11.08B Definitions

average ADL concentration: Average ADL concentration calculated using the 95 percent upper confidence limit.

regulated material: ADL-contaminated material that has average ADL concentrations over 80 mg/kg total lead or equal to or greater than 5 mg/L soluble lead tested using the California Waste Extraction Test (CA-WET) or equal to or greater than 5 mg/L soluble lead tested using the Toxicity Characteristic Leaching Procedure (TCLP).

Type Z-2: Regulated material that is a Department-generated California hazardous waste that must be disposed of at an appropriately permitted California Class I disposal facility. Type Z-2 material has average ADL concentrations greater than or equal to 1,000 mg/kg total lead or 5.0 mg/L soluble lead as tested using the CA-WET.

14-11.08C Site Conditions

Concentration data and sample location maps for regulated material are included in the *Information Handout*.

Type Z-2 material exists from the surface to below the existing grade as shown and listed in the following table:

Location	Elements of work	Depth
"A1-Line" Station 31+89.44 to Station 62+85.55, Southbound Route 217	Excavation for new shoulders Bike Path	0 – 1.5 feet

14-11.08D Submittals

14-11.08D(1) General

Not Used

14-11.08D(2) Perimeter Air Monitoring Requirements

Not Used

14-11.08D(3) Excavation and Transportation Plan

Within 15 days of Contract approval, submit 3 copies of an excavation and transportation plan for regulated material. Allow 15 days for review. If the plan requires revisions, the Department provides comments. Submit a revised plan within 7 days of receiving comments. The Engineer may allow construction to proceed while minor revisions or amendments are being completed.

The excavation and transportation plan must comply with:

1. DTSC regulations
2. ADL Agreement
3. Cal/OSHA regulations

The excavation and transportation plan must include:

1. Procedures for managing the material.
2. Excavation schedule by location and date.
3. Dust control measures.

4. Transportation equipment and routes.
5. Method for preventing spills and tracked material onto public roads.
6. Truck waiting and staging areas.
7. Name and address of the California Class I disposal facility where hazardous waste will be disposed of.

14-11.08D(4) Burial Location Report

Not Used

14-11.08D(5) Bill of Lading

Not Used

14-11.08D(6) Disposal Documentation

Submit documentation from the receiving disposal facility confirming appropriate disposal within 5 business days of transporting Type Z-2 material from the job site.

14-11.08E Dust Control

Prevent visible dust migration under section 14-11.04 during management of regulated material.

14-11.08F Air Monitoring

Not Used

14-11.08G Stockpiling

Do not stockpile Type Z-2 material. Transfer Type Z-2 material directly from the excavation to containers or trucks for transportation to the disposal facility.

14-11.08H Placement

Not Used

14-11.08I Surveying Burial Site

Not Used

14-11.08J Material Transportation

Before traveling on public roads outside the controlled access construction zone, remove loose and extraneous regulated material from outside surfaces of containers and the cargo areas of trucks. Place tarpaulins or other cover over the cargo as described in the authorized excavation and transportation plan. You are responsible for costs due to spillage of regulated material during transport.

Transport excavated Type Z-2 material using:

1. Hazardous waste manifest
2. Hazardous waste transporter with a current DTSC registration certificate and CA Highway Patrol (CHP) Basic Inspection of Terminals (BIT) Program documentation with a satisfactory rating.

14-11.08K Disposal

14-11.08K(1) General

Laws and regulations that govern disposal of regulated material include:

1. Health & Safety Code § 25100 et seq
2. 22 CA Code of Regs § 66250 et seq
3. 8 CA Code of Regs

The Department does not pay for additional sampling and analysis required by disposal facilities.

14-11.08K(2) Type Com Material

Not Used

Add after the 2nd paragraph of section 14-11.12A:

This project includes removal of yellow thermoplastic traffic stripe that will produce hazardous waste residue.

Add after the 1st paragraph of 14-11.12E:

After the Engineer accepts the analytical test results, dispose of yellow thermoplastic and yellow paint hazardous waste residue at a Class 1 disposal facility located in California 30 days after accumulating 220 lb of residue.

If less than 220 lb of hazardous waste residue and dust is generated in total, dispose of it within 30 days after the start of accumulation of the residue.

Replace section 14-11.14 with:

14-11.14 TREATED WOOD WASTE

14-11.14A General

Section 14-11.14 applies if treated wood waste is shown on the Bid Item List.

Section 14-11.14 includes specifications for handling, storing, transporting, and disposing of treated wood waste. Manage treated wood waste under Health & Safety Code §25230 et seq.

Wood removed from roadside sign post is treated wood waste.

14-11.14B Submittals

Within 5 business days of disposing of treated wood waste, submit as an informational submittal a copy of each completed shipping record and weight receipt.

14-11.14C Training

Provide training to personnel who handle or may come in contact with treated wood waste. Training must include:

1. Requirements of 8 CA Code of Regs
2. Procedures for identifying and segregating treated wood waste
3. Safe handling practices
4. Requirements of Health & Safety Code §25230 et seq
5. Proper disposal methods

Maintain training records for 3 years after contract acceptance.

14-11.14D Storage of Treated Wood Waste

Store treated wood waste at the jobsite until transport to the CA permitted disposal site.

Until disposal, store treated wood waste using the following methods:

1. Raise the waste on blocks above a foreseeable run-on elevation and protect it from precipitation for no more than 90 days.
2. Place the waste on a containment surface or pad protected from run-on and precipitation for no more than 180 days.
3. Place the waste in water-resistant containers designed for shipping or solid waste collection for no more than 1 year.
4. Place the waste in a storage building as defined in Health & Safety Code §25230 et seq.

Prevent unauthorized access to treated wood waste using a secure enclosure such as a locked chain-link-fenced area or a lockable shipping container located within the job site.

Resize and segregate treated wood waste at a location where debris including sawdust and chips can be contained. Collect and manage the debris as treated wood waste.

Identify treated wood waste and accumulation areas using water-resistant labels that comply with Health & Safety Code §25230 et seq. Labels must include:

1. The words *TREATED WOOD WASTE Do not burn or scavenge*
2. The words *Caltrans District* and the district number
3. The words *Construction Contract* and the contract number
4. District office address
5. Engineer's name, address, and telephone number
6. Contractor's contact name, address, and telephone number
7. Date placed in storage

14-11.14E Transport and Disposal of Treated Wood Waste

Dispose of treated wood waste within:

1. 90 days of generation if stored on blocks
2. 180 days of generation if stored on a containment surface or pad
3. 1 year of generation if stored in a water-resistant container or within 90 days after the container is full, whichever is shorter
4. 1 year of generation if stored in a storage building as defined in Health & Safety Code §25230 et seq

Before transporting treated wood waste, obtain agreement from the receiving facility that it will accept the waste. Protect shipments of the waste from loss and exposure to precipitation. For projects generating 10,000 lb or more of treated wood waste, request a generator's EPA Identification Number from the Engineer at least 5 business days before the 1st shipment. Each shipment must be accompanied by a shipping record such as a bill of lading or invoice that includes:

1. The words *Caltrans District* and the district number
2. The words *Construction Contract* and the contract number
3. District office address
4. Engineer's name, address, and telephone number
5. Contractor's name, contact person, and telephone number
6. Receiving facility's name and address
7. Description of the waste (e.g., treated wood waste with preservative type if known or unknown/mixture)
8. Project location
9. Estimated weight or volume of the shipment
10. Date accumulation begins
11. Date of transport
12. Name of transporter
13. Date of receipt by the treated wood waste facility
14. Weight of shipment measured by the receiving facility
15. Generator's US EPA Identification Number for projects generating 10,000 lb or more of treated wood waste

The shipping record must be 8-1/2 by 11 inches and a 4-part carbon or carbonless form to provide copies for the Engineer, transporter, and treated wood waste facility.

Transport treated wood waste directly to the CA permitted disposal site after leaving the jobsite. Do not mix treated wood waste from the job site with waste from any other generator.

Dispose of treated wood waste at one of the following:

1. An approved California disposal site operating under a RWQCB permit that includes acceptance of treated wood waste
2. California disposal site operating under a DTSC permit that includes acceptance of treated wood waste

^^

15 EXISTING FACILITIES

Delete the 7th paragraph of section 15-1.03B.

^^

DIVISION III EARTHWORK AND LANDSCAPE

17 GENERAL

Replace the 4th paragraph in section 17-2.03A with:

Clear and grub vegetation only within the excavation and embankment slope lines.

^^

19 EARTHWORK

Add to the end of section 19-3.01A:

Structure backfill includes constructing the geocomposite drain system. The systems must comply with section 68-7.

Replace section 19-3.03A with:

19-3.03A General

Where shown, remove material below the bottom of northern segment Retaining Wall No 1, No 3, and No.4 footings. Replace the material with Class 2 AB and compact it as specified for structure backfill in section 19-3.03E. The relative compaction must be at least 95 percent.

A relative compaction of at least 95 percent must be attained to at least 0.5 foot below the bottom of excavated unstable material at the locations shown in the following table:

Bridge name and number	Abutment number	Bent number
Northern Segment Retaining Wall No. 1	N/A	N/A
Northern Segment Retaining Wall No. 3	N/A	N/A
Northern Segment Retaining Wall No. 4	N/A	N/A

Add to the beginning of section 19-3.03B(1):

For footings at locations with structure excavation (Type D), ground or surface water is expected to be encountered but seal course concrete is not needed.

Add to section 19-3.04:

Structure excavation for footings at locations not shown as structure excavation (Type D) and where ground or surface water is encountered is paid for as structure excavation (bridge),or structure excavation (retaining wall).

Pervious backfill material placed within the limits of payment for bridges is paid for as structure backfill (bridge). Pervious backfill material placed within the limits of payment for retaining walls is paid for as structure backfill (retaining wall).

Add to the paragraph in section 19-5.03C:

At the following locations, compact earth to a relative compaction of at least 90 percent for a depth of at least 2.5 feet below the finished grade and a width of the traveled way plus 3 feet on each side:

1. Areas paved with pervious concrete pavement

^^

21 EROSION CONTROL

Replace section 21-2.02K with:

21-2.02K Compost

Compost must be derived from one or a combination of the following types of materials:

1. Green material consisting of chipped, shredded, or ground vegetation or clean, processed, recycled wood products
2. Biosolids
3. Manure
4. Mixed food waste

Compost must not be derived from mixed municipal solid waste and must not contain paint, petroleum products, pesticides, or other chemical residues harmful to plant or animal life. Metal concentrations in compost must not exceed the maximum listed under 14 CA Code of Regs § 17868.2.

Process compost materials under 14 CA Code of Regs § 17868.3.

The particle size must comply with the requirements shown in the following table:

Compost Gradation

Quality characteristic	Test method[a]	Requirement	
		Min	Max
Gradation fine:(dry weight % passing) 1-inch sieve 3/8-inch sieve	TMECC 02.02-B	 100 95	 -- --
Gradation medium:(dry weight % passing) 2-inch sieve 3/8-inch sieve	TMECC 02.02-B	 95 40	 -- 55
Gradation coarse:(dry weight % passing) 3-inch sieve 3/8-inch sieve	TMECC 02.02-B	 95 25	 -- 35

[a] TMECC refers to *Test Methods for the Examination of Composting and Compost*, published by the United States Department of Agriculture and the United States Compost Council (USCC).

The quality characteristics of compost must have the values shown in the following table:

Compost

Quality characteristic	Test method[a]	Requirement	
		Fine	Medium/Coarse
pH	TMECC 04.11-A	6.5–7.5	6.5–7.5
Soluble salts (dS/m)	TMECC 04.10-A	0–10	0–10
Moisture content (% wet weight)	TMECC 03.09-A	25–60	25–60
Organic matter content (% dry weight)	TMECC 05.07-A	30–70	30–100
Maturity (seed emergence) (% relative to positive control)	TMECC 05.05-A	80 or above	80 or above
Maturity (seedling vigor) (% relative to positive control)	TMECC 05.05-A	80 or above	80 or above
Stability (mg CO_2-C/g OM per day)	TMECC 05.08-B	5 or below	8 or below
Pathogen Salmonella (most probable number per 4 grams dry weight basis)	TMECC 07.01-B	< 3	< 3
Pathogen Fecal coliform (most probable number per gram dry weight basis)	TMECC 07.01-B	< 1,000	< 1,000
Physical contaminants (% dry weight) Plastic, glass, and metal	TMECC 02.02-C	combined total: < 0.5	combined total: < 1.0
Film plastic (% dry weight)	TMECC 02.02-C	Combined total: < 0.1	Combined total: < 0.1

[a] TMECC refers to *Test Methods for the Examination of Composting and Compost*, published by the United States Department of Agriculture and the United States Compost Council (USCC).

^^

DIVISION V SURFACINGS AND PAVEMENTS

39 ASPHALT CONCRETE

Replace section 39-2.01B(2)(b) with:

39-2.01B(2)(b) Hot Mix Asphalt Treatments

Determine the plasticity index of the aggregate blend under California Test 204. Use only the aggregate blend with plasticity index equal to or less than 10.

Treat aggregate with dry lime or lime slurry with marination.

Replace *Reserved* in section 39-2.02B(3) with:

The grade of asphalt binder for Type A HMA must be PG 64-10.

For Type A HMA using RAP substitution of greater than 15 percent of the aggregate blend, the virgin binder grade must comply with the PG binder grade specified above with 6 degrees C reduction in the upper and lower temperature classification.

For Type A HMA using RAP substitution of 15 percent or less of the aggregate blend, the grade of the virgin binder must comply with the PG binder grade specified above.

Add to section 39-2.03B(3)(a):

The grade of asphalt binder for RHMA-G must be PG 64-16.

Add to the table in the paragraph of section 39-2.03B(4)(a):

Coarse durability index, D_c (min)[c]	AASHTO T 210	65
Fine durability index, D_f, (min)	AASHTO T 210	50
Sodium sulfate soundness (max loss @ 5 cycles, %)[d]	AASHTO T 104	25

[c]The test is required only if the aggregate source is in Lassen, Modoc, Siskiyou, or Shasta County.
[d]The test is required only if the aggregate source is in Modoc, Siskiyou, or Shasta County.

^^

40 CONCRETE PAVEMENT

Replace section 40-8 with:

40-8 PERVIOUS CONCRETE PAVEMENT

40-8.01 GENERAL

40-8.01A Summary

Section 40-8 includes specifications for constructing pervious concrete pavement.

Section 40-1 does not apply.

40-8.01B Definitions

Not Used

40-8.01C Submittals

Submit test data supporting your minimum cementitious material determination. Using trial batches is recommended.

Submit documentation of certifications of pervious concrete placement crew members.

Submit cores.

40-8.01D Quality Assurance

40-8.01D(1) General

Not Used

40-8.01D(2) Test Panels

The Engineer uses authorized test panels as the standard when evaluating the texture and color of the pavement surface.

Before pervious concrete paving operation starts, construct test panels at the jobsite. Use the materials, tools, equipment, personnel, and methods you will use in the work. Construct at least 2 test panels. Each panel must be at least 225 sq ft. If joints are shown, construct the joints within each panel. Test panels must comply with the requirements for surface finish, void content, infiltration rate, thickness, and joints.

Take 3 core samples from each panel. The void content of each core must be within the specified range. Perform an infiltration rate test on each test panel.

If the Engineer rejects the test panels, construct new test panels.

Obtain authorization of the test panels before placing previous concrete pavement.

Remove and dispose of rejected test panels. Authorized test panels must remain in place until all pervious concrete pavement is completed. If authorized test panels are not constructed within the limits shown for pervious concrete pavement, remove and dispose of the test panels.

40-8.01D(3) Prepaving Conference

Schedule a prepaving conference at a mutually agreed upon time and place to meet with the Engineer. Make the arrangements for the conference facility. Discuss methods of performing each item of the work.

Prepaving conference attendees must sign an attendance sheet provided by the Engineer. The prepaving conference must be attended by your:

1. Project superintendent
2. Pervious concrete construction foreman and your National Ready Mix Concrete Association (NRMCA) certified pervious concrete craftsman. If you do not employ a craftsman, your NRMCA certified pervious concrete installer must attend.
3. Earthwork construction foreman
4. Base construction foreman
5. Concrete quality control or technical services manager

Do not start paving work until the listed personnel have attended the prepaving conference.

40-8.01D(4) Personnel Qualifications

The paving crew must possess a documented and verifiable experience of at least 3 qualified projects successfully completed within the past 5 years, and must comply with one of the following criteria:

6. Crew must employ 1 or more NRMCA certified pervious concrete craftsman who must be onsite actively working with and guiding the placement crew during pervious concrete placement.
7. Crew must employ 1 or more NRMCA certified pervious concrete installer who must be onsite actively working with and guiding the placement crew during pervious concrete placement.
8. Crew must employ 1 or more NRMCA certified pervious concrete installer and 1 or more NRMCA certified pervious concrete technician who must all be onsite actively working with and guiding the placement crew during pervious concrete placement.

40-8.01D(5) Plastic Concrete Testing

For each day of paving, test pervious concrete for unit weight under ASTM C1688 at least once for each 150 cu yd placed or fraction thereof. Unit weight must be within 5 lb/cu ft of the submitted mixture design.

40-8.01D(6) Cores

For each day of paving, core 3 samples for each 10,000 sq ft or fraction thereof. The Engineer determines coring locations.

40-8.01D(7) Void Content

The Department tests void content under section 90-7. The void content must be 20 percent or less.

40-8.01D(8) Infiltration Rate

Test the infiltration rate under ASTM C1701. Perform 3 tests in areas up to 25,000 sq ft. Conduct 1 test for each additional 10,000 sq ft. Separate each test locations by at least 20 feet. Do not perform tests (1) if there is standing water on the pavement surface or (2) less than 24 hours after 1/4 inch or more of rain. The infiltration rate must be at least 100 inches/hour.

40-8.02 MATERIALS

Comply with the specifications for pervious concrete in section 90-7.

The maximum size aggregate for the pavement surface must not exceed 1/2 inch. If the pavement is constructed in 2 or more layers, layers below the surface layer may have a larger maximum size aggregate.

Determine the minimum cementitious material content. The cementitious material content must not exceed 590 lb/cu yd.

Joint filler for isolation joints must (1) be preformed expansion joint filler for concrete, bituminous type, and (2) comply with ASTM D994.

40-8.03 CONSTRUCTION

40-8.03A General

Not Used

40-8.03B Subgrade Preparation

Immediately before placing pavement, grade and finish the subgrade. The subgrade must:

1. Comply with the specified compaction and grading
2. Be free of loose and extraneous material
3. Be uniformly moist and free of standing or flowing water

The finished subgrade surface must not project into the pavement cross-section at any point. Verify the finished subgrade surface by:

1. Means of a template supported on the side forms for fixed form method
2. Measuring from the offset guide line or survey marks for extruded or slip form methods

Fill areas of subgrade lower than the required grade with pervious concrete pavement. No paymen made for pavement used to fill these low areas.

40-8.03C Paving

Place pervious concrete pavement under section 40-1.03F(1) except the 4th paragraph does not apply.

Spread, compact, and shape pervious concrete pavement under section 40-1.03F(4) or under section 40-1.03F(5). Do not use vibrators. You may use wood side forms.

Compact pervious concrete to the required cross section. If you construct pervious concrete pavement in 2 or more layers, compact the lower layer before placing the next layer. Do not allow cold joints between layers. Compact within 30 minutes after spreading the pervious concrete. Do not disturb placed plastic concrete. Do not allow foot traffic on the un-compacted surface.

Use hand tampers to compact the concrete along the formed edges. After compaction and repair of surface flaws no further finishing is required.

If you delay placing 2 consecutive loads of pervious concrete by 20 minutes or more, form a construction joint. The joint must comply with section 40-1.03B(2) except you must remove the bulkhead and dampen the face with an atomized spray when placement continues.

40-8.03D Joints

Construct contraction joints by scoring concrete with a grooving tool and rounding corners with an edger tool or by saw-cutting hardened concrete to a depth of at least 1/4 of the pavement depth.

Construct an isolation joint at pre-existing structures that abut or penetrate the pervious concrete area. The isolation joint must extend the full depth of the pervious concrete. Place and secure the isolation joint material before placing concrete.

40-8.03E Finishing

The finished surface must not vary more than 0.02 foot from a 12-foot straightedge except at grade changes.

If placing pavement around or adjacent to miscellaneous structures such as manholes or pipe inlets, do not finish the miscellaneous structures to final grade until the pavement is finished beyond the miscellaneous structure.

40-8.04 PAYMENT

Pervious concrete pavement is measured based on the dimensions shown.

Payment for preparing the subgrade is not included in the payment for pervious concrete pavement.

^^

DIVISION VI STRUCTURES

49 PILING

Add to section 49-1.03:

Expect difficult pile installation due to the conditions shown in the following table:

Location	Conditions
RW No. 19	Groundwater or perched water, dense sands, and caving and raveling soils can be expected during construction.
Goleta POC	Groundwater or perched water, dense sands, and caving and raveling soils can be expected during construction.

Add to section 49-3.02B(6)(c):

The synthetic slurry must be one of the materials shown in the following table:

Material	Manufacturer
SlurryPro CDP	KB INTERNATIONAL LLC 735 BOARD ST STE 209 CHATTANOOGA TN 37402 (423) 266-6964
Super Mud	PDS CO INC 105 W SHARP ST EL DORADO AR 71731 (870) 863-5707
Shore Pac GCV	CETCO CONSTRUCTION DRILLING PRODUCTS 2870 FORBS AVE HOFFMAN ESTATES IL 60192 (800) 527-9948
Terragel or Novagel Polymer	GEO-TECH SERVICES LLC 220 N. ZAPATA HWY STE 11A-449A LAREDO TX 78043 (210) 259-6386
BIG FOOT	MATRIX CONSTRUCTION PRODUCTS 50 S MAIN ST STE 200 NAPERVILLE IL 60540 (877) 591-3137
POLY-BORE	BAROID INDUSTRIAL DRILLING PRODUCTS 3000 N SAM HOUSTON PKWY EAST HOUSTON TX 77032 (877) 379-7412

Use synthetic slurries in compliance with the manufacturer's instructions. Synthetic slurries shown in the above table may not be appropriate for a given job site.

Synthetic slurries must comply with the Department's requirements for synthetic slurries to be included in the above table. The requirements are available from:

Offices of Structure Design
P.O. Box 168041
MS# 9-4/11G
Sacramento, CA 95816-8041

SlurryPro CDP synthetic slurry must comply with the requirements shown in the following table:

SlurryPro CDP

Quality characteristic	Test method	Requirement
Density: During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 5	≤ 67.0[a] ≤ 64.0[a]
Viscosity: During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup, API RP 13B-1, section 7.2	50–120 ≤ 70
pH	Glass electrode pH meter or pH paper	6.0–11.5
Sand content, percent by volume: Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 10	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.
[a]If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Super Mud synthetic slurry must comply with the requirements shown in the following table:

Super Mud

Quality characteristic	Test method	Requirement
Density: During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 5	≤ 64.0[a] ≤ 64.0[a]
Viscosity: During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup, API RP 13B-1, section 7.2	32–60 ≤ 60
pH	Glass electrode pH meter or pH paper	8.0–10.0
Sand content, percent by volume: Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 10	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.
[a]If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Shore Pac GCV synthetic slurry must comply with the requirements shown in the following table:

Shore Pac GCV

Quality characteristic	Test method	Requirement
Density: During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 5	≤ 64.0[a] ≤ 64.0[a]
Viscosity: During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup, API RP 13B-1, section 7.2	33–74 ≤ 57
pH	Glass electrode pH meter or pH paper	8.0–11.0
Sand content, percent by volume: Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 10	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.
[a]If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Terragel or Novagel Polymer synthetic slurry must comply with the requirements shown in the following table:

Terragel or Novagel Polymer

Quality characteristic	Test method	Requirement
Density: During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 5	≤ 67.0[a] ≤ 64.0[a]
Viscosity: During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup, API RP 13B-1, section 7.2	45–104 ≤ 104
pH	Glass electrode pH meter or pH paper	6.0–11.5
Sand content, percent by volume: Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 10	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.
[a]If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

BIG-FOOT synthetic slurry must comply with the requirements shown in the following table:

BIG-FOOT

Quality characteristic	Test method	Requirement
Density: During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 5	≤ 64.0[a] ≤ 64.0[a]
Viscosity: During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup, API RP 13B-1, section 7.2	30–125 55-114
pH	Glass electrode pH meter or pH paper	8.5–10.5
Sand content, percent by volume: Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 10	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.
[a]If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

POLY-BORE synthetic slurry must comply with the requirements shown in the following table:

POLY-BORE

Quality characteristic	Test method	Requirement
Density: During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 5	62.8-65.8[a] 62.8-64.0[a]
Viscosity: During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup, API RP 13B-1, section 7.2	50–80 50-80
pH	Glass electrode pH meter or pH paper	7.0–10.0
Sand content, percent by volume: Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 10	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.
[a]If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Add to section 49-3.02C(1):

If the piling center-to-center spacing is less than 4 pile diameters, do not drill holes or drive casing for an adjacent pile until 24 hours have elapsed after concrete placement in the preceding pile and your prequalification test results for the concrete mix design show that the concrete will attain at least 1800 psi compressive strength at the time of drilling or driving.

^^

51 CONCRETE STRUCTURES

Add to section 51-1.01C(1):

If the methacrylate crack treatment is applied to a bridge deck or box culvert within 100 feet of a residence, business, or public space, submit a public safety plan. Include with the submittal:

1. Copy of public notification letter with a list of delivery addresses and posting locations. The letter must describe the work to be performed and state the treatment work locations, dates, and times. Deliver copies of the letter to residences and businesses within 100 feet of the treatment work and to local fire and police officials, at least 7 days before starting treatment activities. Post a copy of the letter at the job site.
2. Airborne emissions monitoring plan. Plan must include monitoring point locations. A CIH certified in comprehensive practice by the American Board of Industrial Hygiene must prepare and execute the plan.
3. Action plan for protecting the public if levels of airborne emissions exceed permissible levels.
4. Copy of the CIH's certification.

After completing methacrylate crack treatment activities, submit results from monitoring production airborne emissions as an informational submittal.

Replace the 2nd paragraph of section 51-1.01C(1) with:

Submit a deck placement plan for concrete bridge decks and box culvert top slabs. Include in the placement plan your method and equipment for ensuring that the concrete bridge deck and box culvert top slab is kept damp by misting immediately after finishing the concrete surface.

Add to section 51-1.03G(1):

The concrete barrier type 85A (Mod) concrete surface textures must match the texture, color, and pattern of the San Jose Creek Bridge (Br. No. 51-0162).

Replace *Reserved* in section 51-3.02D with:

The cubic yard price paid for Structural Concrete Bridge includes the costs to provide all materials, labor, equipment, tools, and incidentals needed to furnish and install the elastomeric bearing pads complete and in place as shown on the plans. No additional compensation will be allowed therefor

^^

52 REINFORCEMENT

Add to section 52-2.01A(3):

52-2.01A(3)(c) Certificates

Submit a certificate of compliance for each shipment of dual-coated bar reinforcing steel. Include the following with the submittal:

1. Certification that the reinforcement complies with ASTM A1055
2. All certifications specified in ASTM A1055

Add to section 52-2.01B:

You may use dual-coated bar reinforcing steel complying with ASTM A1055 as an alternative to epoxy-coated reinforcement or epoxy-coated prefabricated reinforcement. Bar reinforcing steel to be dual-coated must be deformed, Grade 60 bars complying with ASTM A706.

Dual-coated bar reinforcement must be the same bar size and must be placed at the same spacing as described for epoxy-coated reinforcement and epoxy-coated prefabricated reinforcement.

Add to section 52-2.01C:

Do not bend bar reinforcing steel complying with ASTM A1055 after coating application if used as an alternative to epoxy coated prefabricated reinforcement.

Job site and PC plant practices for substituted bar reinforcement must comply with appendix X1 of ASTM A1055, except replace "should" with "must."

Add to section 52-2.03A(1):

Epoxy coat reinforcement at the following locations:

1. Where shown

^^

DIVISION VIII MISCELLANEOUS CONSTRUCTION

75 MISCELLANEOUS METAL

Add to the end of the table in section 75-1.02A:

Material	Requirement
Ductile iron castings (MISO drain grate)	ASTM A536, Grade 65-45-12

Add to section 75-3.04:

The price paid per pound for Bridge Deck Drainage System includes the costs to provide all materials, labor, equipment, tools, and incidentals needed to furnish and install the drainage outlets as shown.

Add to section 75-3.04:

The price paid per pound for Bridge Deck Drainage System includes the costs to provide all materials, labor, equipment, tools, and incidentals needed to furnish and install the drainage systems on Retaining Wall No. 3 as shown.

^^

78 INCIDENTAL CONSTRUCTION

Add to section 78-4.04A(1):

The application of a sealer to the stained surfaces is not required.

Add to the end of section 78-4.04B(2)(a):

The stain must be a water-based stain.

Add to the beginning of section 78-4.04C(3)(a):

For the concrete barriers as shown, stain the surfaces such that they closely resemble the colors, mottling, shades, flecking and veining of the San Jose Creek Bridge (Bridge No. 51-0362).

^^

80 FENCES

Replace section 80-5 with:

80-5 WOOD RAIL FENCE

80-5.01A General

80-5.01A Summary

Section 80-5 includes specifications for constructing wood rail fence.

80-5.02 Materials

Minor concrete must comply with section 90-2.

Wood posts, pickets, rails and boards must be:

1. Treated per section 80-2.02C(3) Treated
2. Cut from sound timber
3. Straight and free from loose or unsound knots, shakes over 1/3 the post thickness, splits longer than the thickness of the post, or other defects that would make it unfit structurally for the intended purpose.

Post knots must be sound, tight, well-spaced, and not over 2-inches in size on any face.

Sweep must not exceed 0.08 foot in 6 feet.

Nails must be size 10d hot-dipped galvanized aluminum or stainless steel.

Wood rail must be nailed with at least four 10d nails per connection.

80-5.03 Construction

Fence posts must be spaced at the intervals and set to the depths as shown.

80-5.04 Payment

Not Used

^^^^^^^^^^^^^^^^^^^

DIVISION IX TRAFFIC CONTROL DEVICES

82 SIGNS AND MARKERS

Replace the 2nd paragraph of section 82-3.04 with:

The payment quantity for barrier mounted sign (Type 85A (Mod)) and barrier mounted sign (Concrete Barrier (Type 60MP)) is paid per each. Payment per each barrier mounted sign (Type 85A(Mod)) and barrier mounted sign (Concrete Barrier (Type 60MP)) includes furnishing and installing the barrier mounted signs as shown including drill and bond (chemical adhesive), pipe posts, base plates, anchorage assemblies, and other metal parts used to mount the roadside sign on the barrier or railing.

^^

83 RAILINGS AND BARRIERS

Replace section 83-2.01B with:

83-2.01B VEGETATION CONTROL (CRUSHED SHALE)

83-2.01B(1) General

Section 83-2.01B includes specifications for constructing vegetation control areas around existing and/or new metal beam guardrail and thrie beam barrier posts using crushed shale.

83-2.01B(2) Submittals

Submit the following:
1. Ten-pound sample of the crushed shale.

83-2.01B(3) MATERIALS

83-2.01B(3)(a) Soil Sterilant

Do not use soil sterilant.

83-2.01B(3)(b) Filter Fabric

Do Not use filter fabric.

83-2.01B(3)(c) Fasteners

Do not use fasteners.

83-2.01B(3)(d) Crushed Shale

Crushed shale must:

1. Consist of light beige to dark brown colors.
2. Comply with the following grading requirements:

Gradation Requirements

Sieve size	Percentage passing
2"	100
1"	75–100
3/4"	65–100
No. 4	35–60
No. 30	10–35
No. 200	4–15

83-2.01B(4) CONSTRUCTION

83-2.01B(4)(a) General

Areas to receive vegetation control must be cleared of vegetation, trash, and debris. Dispose of removed material.

83-2.01B(4)(b) Earthwork

Excavate areas to receive vegetation control. Where vegetation control abuts the existing surfacing, the edge of the existing surfacing must be on a neat line or must be cut on a neat line to a minimum depth of 3 inches before removing the surfacing. The finished elevation of the excavated area to receive vegetation control must maintain planned flow lines, slope gradients, and contours of the job site.

Grade areas to receive vegetation control to a smooth, uniform surface and compact to a relative compaction of not less than 95 percent.

Dispose of surplus excavated material uniformly along the adjacent roadway except as specified in section 14-11.

83-2.01B(4)(c) Treatment of Soil

Not used

83-2.01B(4)(d) Filter Fabric

Not used.

83-2.01B(4)(e) Crushed Shale

Place crushed shale and compact by mechanical compaction. The finished crushed shale surface must be smooth and uniform, maintaining original flow lines, slope gradients, and contours of the job site.

Replace item 1 in the list in the 2nd paragraph of section 83-2.02C(1)(a) with:

1. Steel line posts.

Replace item 2 in the list in the 2nd paragraph of section 83-2.02C(1)(a) with:

2. Recycled plastic blocks.

Add to section 83-2.02C(1)(a):

The exposed bolt threads on guardrail beyond the nut that are more than 0.5 inch must be cut off.

Add to section 83-2.08A(1):

For Concrete Barrier Type 85A (Mod) tubular bicycle railing (modified) includes the upper and lower tubular bicycle railing.

Drill and bond anchors under the specifications for drilling and bonding dowel chemical adhesive in section 51-1.

Drill and bond threaded rods under the specifications for drilling and bonding dowels in section 51.

Powder coated surfaces where shown must comply with section 83-2.10.

Replace Not Used in section 83-2.08D with:

The payment quantity for tubular bicycle railing (modified) is the length measured from end to end along the face of the upper tubular bicycle railing, including intermediate posts.

Replace section 83-2.10 with:

83-2.10 PEDESTRIAN RAILING

83-2.10A General

83-2.10A(1) Summary

Section 83-2.10 includes specifications for constructing decorative railing.

Decorative railing work includes metal railing with a decorative motif.

Galvanize all decorative railing components. Apply final coating system to decorative railing components as specified herein.

83-2.10A(2) Definitions

Not Used

83-2.10A(3) Submittals

83-2.10A(3)(a) General

Not Used

83-2.10A(3)(b) Certificate of Compliance

Submit a certificate of compliance for each shipment of powder coated material. Include with the submittal:

1. Application instructions
2. Manufacturer's descriptive data which include complete description, performance data, and installation instruction for the materials

83-2.10A(3)(c) Test Samples

Before fabrication, submit an 8 by 8 inch powder coated decorative panel sample with the color finish applied for authorization.

Test samples must be:

1. Steel panel with the entire powder coating system applied
2. Constructed at an authorized location
3. Constructed and finished using the personnel, materials, equipment, and methods to be used in the work
4. Authorized before starting work

83-2.10A(3)(d) Shop Drawings

Submit 7 copies of shop drawings for the decorative railing.

The shop drawings must include:

1. Details for venting holes in rails, posts, and sleeves
2. Railing layout
3. Complete details for the construction of the work including methods of construction, sequence of shop and field assembly, galvanization, powder coating, painting, and installation procedures.

Allow 25 days for review. Upon authorization, the Engineer returns 2 copies to you for use during construction.

83-2.10A(4) Quality Assurance

Not Used

83-2.10B Materials

83-2.10B(1) General

The tubing, plates, bars, splice sleeves, bolts, threaded rods, nuts and washers must comply with section 83-2.08B.

83-2.10B(2) Powder Coated Surfaces

Where powder coating is shown, prepare the surface of the galvanized elements under the powder coat manufacturer's written instructions.

The minimum total dry film thickness of the primer, fluoropolymer powder coat, and the anti-graffiti coating is 2 mils.

Powder coat must be a fluoropolymer type, having the color retention and chalk resistance typical of American Architectural Manufacturers Association Publication 2605. Use a primer recommended by the manufacturer of the powder coat to obtain the following requirements:

Quality Characteristic	Test Method	Requirement
Adhesion to galvanized surface, min	ASTM D 3359, test method B	5B
Hardness, min	ASTM D 3363	H
Salt fog resistance, 4000 hrs	ASTM B 117	Scribe, >7
Impact resistance, 80 in-lb	ASTM D 2794	Pass

The color of powder coating must match the railing color of the San Jose Creek Bridge (bridge no. 51-0362).

Finished surfaces must be smooth and uniform without drips, runs, uneven coloration, pin holes, dust particles or bubbles, must be free from buckles, warps, dents, cockles, burrs, and other defects resulting from fabrication.

83-2.10C Construction

Decorative railing must present a smooth, uniform appearance in its final position, conforming closely to the horizontal and vertical lines shown or ordered.

Before the decorative railing parts are assembled, gently clean the bearing surfaces and surfaces to be in permanent contact without damaging the powder coating. If the railing is mounted on a concrete surface, the post bases must be true and flat to provide uniform bearing.

Carefully handle the materials such that no parts are bent, broken, abraded, or otherwise damaged. Do not use manufacturing, handling, or installation methods that damage or distort the members or damage the galvanization, powder coating, paint or vinyl coating.

Erect railing carefully and true to line and grade. Posts must be normal to the profile grade. Transverse to the profile grade, railings must be plumb within a tolerance not to exceed 0.02 foot in 10 feet. Adjacent rail elements must align with each other within 1/16 inch.

After the cleaning, painting, and powder coating processes, protect all the components from exposure to grease, oils, dust, and contaminants.

Handle painted and powder coated elements to prevent damage during shipping and installation. Repair damage to:

1. Galvanizing under section 75-1.02B
2. Paint under section 59-3
3. Powder coat with a liquid recommended by the manufacturer of the powder coat in compliance with the authorized shop drawings.

If the damage to the powder coat is visible to the public and is greater than 2 percent of the total area of any individual element, then that element will be rejected, and you must reapply the powder coat. The Engineer determines the acceptability of powder coated elements.

83-2.10D Payment

Not Used

Add to section 83-3.01A:

Random cobble stone and wood grain textures must comply with section 51-1.03G.

Add to the end of the list in the 4th paragraph of section 83-3.01A:

4. Pedestal concrete for barrier mounted sign (Type 85A(Mod))
5. Bar reinforcing steel, including the length that extends from the pedestal into the Concrete Barrier (Type 85A(Mod)).

Add to section 83-3.01C:

For a tubular bicycle railing (modified) on a Type 85A (Mod) and Type 85B (Mod) concrete barrier, submit 2 copies of the threaded rod layouts before placing the barrier reinforcement.

Add to section 83-3.02C:

Bar reinforcing steel for concrete barriers must be epoxy coated under section 52-2.03.

^^

DIVISION X ELECTRICAL WORK

86 GENERAL

Add to the list in the 2nd paragraph of section 86-1.02C(1):

15. CITY on pull box cover for City lighting system

Replace the 4th paragraph of section 86-1.02F(1) with:

Conductors must be copper.

Replace the 2nd paragraph of section 86-1.02F(2)(c)(ii) with:

An equipment grounding conductor must be bare.

^^

87 ELECTRICAL SYSTEMS

Add to the beginning of section 87-1.03B(3)(a):

Use Type 3 conduit for underground installation.

Use Type 3, Schedule 80 conduit in a foundation; and between a foundation and the nearest pull box.

Use Type 1 conduit for structure and surface-mounted installation.

Replace the 3rd paragraph of section 87-1.03C(2)(a) with:

Install a pull box on a bed of crushed rock.

Replace the 2nd paragraph of section 87-1.03H(2) with:

Use Method B to insulate a splice.

Add to the end section 87-1.03T:

A manufacturer's representative must program the accessible pedestrian signals with messages at:

1. South Kellogg Avenue

A manufacturer's representative must program the accessible pedestrian signals for a mid-block crosswalk with the message <South Kellogg Avenue> *Cross with Caution*.

Add to Section 87-9

87-9 RECTANGULAR RAPID FLASHING BECAONS SYSTEM

87-9.01 GENERAL

87-9.01A Summary

Section 87-9 include specifications for constructing rectangular rapid flashing beacons (RRFB) system.

A rectangular rapid flashing beacons system include:

1. Foundations
2. Standards
3. Conductors and cables
4. Light indicators
5. Signs
6. Solar engines
7. Accessible pedestrian signals

Rectangular rapid flashing beacons (RRFB) system must conform to the latest applicable provisions of the California MUTCD, and the latest State Standard Specifications and Plans, and the project plans and these Special Provisions.

RRFB system must be Carmanah R920F series or approved equal.

87-9.01B Submittal

Submit 2 copies of:

1. 5-year limited warranty document.
2. Shop drawings or installation manual.

87-9.02 MATERIAL

87-9.02A Light Indications

Each indication must be a minimum size of approximately 7" wide x 3" high.

The light intensity of the indications must meet the minimum specifications of the Society of Automotive Engineers (SAE) standard J595 (Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated January 2005. Contractor must furnish a Certificate of Compliance for this standard. Specifically, the certificate should state that the indications: "Meet photometry of jurisdictional compliance standard(s) identical to: 2 J595 Class 2 Nov08 Yellow Peak Cd and 2 J595 Class 1 Nov08 Yellow Cds/Min.

All exposed hardware must be anti-vandal.

87-9.02B Sign

All sign panels must be supplied and installed as part of this bid item.

87-9.02C Solar Engine

Solar engine must include:

1. On-broad user interface
2. Solar panel
3. Wireless radio
4. Batteries.
5. Enclosure

87-9.02C(1) On-Broad User Interface:

On-Board User Interface must:

1. Be adjustable system settings with auto-scrolling LED display on our latest EMS
2. Have system test, status, and fault detection: battery, solar, button beacon, radio, day/night
3. Flash patterns: RFB1 (WW+S), RFB2 (WSDOT), 0.5 sec alternating (MUTCD), 0.5 sec unison (MUTCD), 0.1 sec. unison, 0.25 sec. unison, 0.1 sec x3 quick flashes unison, 0.1 sec, x3 quick flashes alternating
4. Have input: momentary for push button activation, normally open switch, normally closed switch
5. Have flash duration: 5 sec. to 1 hr.
6. Have intensity setting: 20 to 1400 mA for multiple RRFBs, circular beacons, or LED enhanced signs
7. Have nighttime dimming: 10 to 100% of daytime intensity
8. Have ambient auto adjust: increases intensity during bright daytime
9. Have automatic Light Control: reduces intensity if the battery is extremely low
10. Be temperature correction: yellow or red beacons
11. Have internal time clock function
12. Have radio settings: enable/disable, selectable channel from 1 to 14
13. Have output: enabled when beacons flashing daytime and nighttime, or nighttime only
14. Be activation counts and data reporting via OBUI or optional USB connection

87-9.02C(2) Solar panel

The solar panel must be size according to the weather and field conditions to maximize performance.

All fasteners used must be anti-vandal.

All solar panel connectors must be dust proof, and protected from temporary immersion in water.

87-9.02C(4) Wireless Radio

Radio must integrate with communication of RRFB system control circuit to activate light indications from pushbutton input.

The radio must synchronize all of the remote light indications so they will turn on within 120msec of each other and remain synchronized through-out the duration of the flashing cycle.

Radio systems must operate from 3.6vdc to 15vdc.

87-9.02C(5) Battery

Battery unit must be rated for operation in northern climates and capable of between 200-500 daily actuations.

All batteries must be sealed in a plastic film to provide moisture corrosion resistance.

All batteries must operate between the temperatures of -20°C to +60°C.

All battery connectors must be dust proof, and protected from temporary immersion in water.

87-9.02C(6) Enclosure

Solar engine enclosure must be:

1. NEMA 3R weather proof enclosure.
2. Lockable with hinged lid for access to on-broad user interface and batteries.
3. Corrosion -resistant aluminum with stainless steel hardware.
4. Prewired to minimize installation time.
5. High efficiency optics and EMS.
6. 39 lbs or less including on-broad user interface and batteries.

87-9.02D Accessible Pedestrian Signal

The accessible pedestrian signal (APS) must conform to the latest applicable provisions of the California MUTCD, and these special provisions. The APS must be supplied by the same manufacturer of RRFB and must be furnish and installed as one package.

The accessible pedestrian signal (APS) shall be an 6-wire pushbutton type system and conform to the latest applicable provisions of the California MUTCD, and these special provisions. The APS shall be from the same manufacturer of RRFB and shall be furnish and installed as one package.

A. The housing for the unit shall be 5"x14" and made of 356 aluminum heat-treated to meet Spec. T-6. The chassis is made from plastic. It shall be of a telescoping, vandal-proof design. The color shall be yellow. Adaptors may be required to install the pushbutton housing and the sign plate. The PPB shall be installed right side up.
B. The Push Button Stations (PBS) shall provide information and cues via both a vibrating arrow button and audible message saying **"CROSS STREET WITH CAUTION, VEHICLES MAY NOT STOP"** multiple times during 20 second interval when the RRFB is flashing. All sounds shall emanate from the back of the unit. The weather-proof speaker shall be protected by a vandal resistant screen. A pushbutton LED will flash when the RRFB indications are active. PBS shall include frame, sign, ADA compliant push button and mounting hardware.
C. By interfacing with the Control Unit that is installed in the pedestrian signal indication housing, the PBS shall provide the following standard features.
    - Confirmation of button push via latching LED, sound, and vibrotactile bounce.
    - Direction of travel (with extended button push).
    - Standard voice messaging in English.
    - Standard locating tone.
    - All sounds automatically adjust to ambient over 60dB range.
    - All sounds shall be synchronized/
    - Extended button push shall turn on and/or boost volumes.

D. The button should be located within five (5) feet of the crosswalk line, and mounted at a height of 42" above the finished grade.
E. The pedestrian instruction sign shall be R10-25 or otherwise noted on the plans and installed with security screws. The security screws shall be stainless steel, button head socket cap screws #8 diameter, 3/8 inch in length and 32 threads per inch. The socket shall be 3/32 inch Allen. The sign shall be integral with each pedestrian pushbutton.

The duration of a predetermined period of operation of the RRFB followings each actuation should be based on the MUTCD procedure for timing of pedestrian clearance times for pedestrian signals.

87-9.03 CONSTRUCTION

87-9.03A Light Indications

Two indications must be installed on an assembly facing each direction of approaching vehicular traffic. The two indications must be aligned horizontally, with the longer dimension of the indication horizontal,

and a minimum space between the two indications of approximately 7" measured from inside edge of one indication to inside edge of second indication.

A single indication must be installed on an assembly facing in the direction of approaching pedestrian traffic to serve as a confirmation for the pedestrian that the system has been activated.

The outside edges of the two indications, including any housing, must not protrude beyond the outside edges of the integral signage of the assembly.

Each indication must be located between the bottom of the crossing warning sign and the top of the supplemental downward diagonal arrow plaque.

87-9.03B Solar panels

The solar engineer panel must be mounted to an aluminum plate and bracket at an angle of 45° - 60°.

87-9.04 PAYMENT

Not Used.

Add to the end of section 87-21.03C:

Modifying a lighting system includes removing, adjusting, or adding:

1. Foundations
2. Pull boxes
3. Conduit
4. Conductors
5. Standards
6. Luminaires
7. Fuse splice connectors

^^

DIVISION XI MATERIALS

90 CONCRETE

Add to section 90-1.02H:

Concrete at the following locations are in a corrosive environment.

1. RW-19
2. Barriers

For concrete at:

1. RW-19
2. Barriers

the ratio of the quantity of free water to the quantity of cementitious material must not exceed 0.40.

Replace "Reserved" in section 90-7 with:

90-7 PERVIOUS CONCRETE

90-7.01 GENERAL

90-7.01A Summary

Section 90-7 includes specifications for furnishing and curing pervious concrete.

Pervious concrete must comply with the specifications for minor concrete, except that section 90-2.02B does not apply.

90-7.01B Definitions

Not Used

90-7.01C Submittals

Before starting pervious concrete work, submit:

9. Test results for the void content of hardened concrete. Calculate void content under 90-7.01D(3).
10. Test results for the void content of fresh concrete under ASTM C 1688/C 1688M.

90-7.01D Quality Control and Assurance 90-7.01D(1) General

Not Used

90-7.01D(2) Penetration

The specifications for penetration in section 90-1.02G(6) do not apply to pervious concrete.

90-7.01D(3) Void Content

The Engineer calculates void content of a core specimen using the following equation:

$$V = 100 - [(Ws-Wi) \times 4 \times F/(H \times D^2 \times Pi)] \times 100$$

where:
V = void content, percent
Ws = saturated weight of the core under ASTM C 140, lb or g
Wi = immersed weight of the core under ASTM C 140, lb or g
F = 27.69 if measurements are in pounds and inches, 1000 if measurements are in grams and mm H = height of the core, inches or mm
D = diameter of the core, inches or mm Pi = 3.14159

Dimensions D and H are measured with calipers to the nearest 0.02 inch or 0.5 mm.

90-7.02 MATERIALS

If you determine the minimum cementitious material content to be less than 425 lb/cu yd, replace Equation 2 in 90-1.02B(3) with:

$$(425 - MSCM - PC) \geq 0$$

Choose a combined aggregate grading such that 100 percent of the aggregate passes the maximum specified size sieve and the resulting concrete complies with the specified void content.

The mixing time in a stationary mixer must be at least 90 seconds.

Transport mixed concrete to the delivery point in a truck mixer operating at the manufacturer's designated agitating speed. Discharge pervious concrete from the truck mixer within 60 minutes of batching. If you use a hydration stabilizer, an additional 60 minutes is allowed.

90-7.03 CONSTRUCTION

Place pervious concrete when the air temperature is above 40 degrees F. After placement, do not allow the pervious concrete surface to dry. Cure pervious concrete under section 90-1.03B(4) except keep the membrane in place at least 168 hours. Do not use unconfined soil to secure the membrane. During the cure period, check the concrete daily and ensure:

4. Membrane is not displaced or damaged
5. Moisture is condensed under the membrane

Immediately repair any damaged membrane and replace any displaced membrane. If there is no condensation, place 1.5 gallons of water per square yard of concrete surface under the membrane.

90-7.04 PAYMENT

Not Used

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ENCROACHMENT PERMIT GENERAL PROVISIONS

TR-0045 (REV. 12/2022)

1. **AUTHORITY:** The California Department of Transportation ("Department") has authority to issue encroachment permits under Division 1, Chapter 3, Article 1, Sections 660 through 734 of the Streets and Highways Code.
2. **REVOCATION:** Encroachment permits are revocable on five (5) business days' notice unless otherwise stated on the permit or otherwise provided by law, and except as provided by law for public corporations, franchise holders, and utilities. Notwithstanding the foregoing, in an emergency situation as determined by the Department, an encroachment permit may be revoked immediately. These General Provisions and any applicable Special Provisions are subject to modification or abrogation by the Department at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State of California ("State") highway right-of-way may be exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay encroachment permit fees when due may result in rejection of future applications, denial of encroachment permits, and revocation of the encroachment permit if already issued.
4. **PERMITTEE AUTHORIZATION FOR OTHERS TO PERFORM WORK:** This encroachment permit allows only the Permittee and/or Permittee's authorized contractor or agent to work within or encroach upon the State highway right-of-way, and the Permittee may not assign or transfer this encroachment permit. Any attempt to assign or transfer this encroachment permit shall be null and void. Permittee shall provide to the Department a list of Permittee's authorized contractors/agents, in the form and at the time specified by the Department but if no time is specified then no later than the pre-construction meeting. Permittee shall keep the list current and shall provide updates to the Department immediately upon any change to the list of authorized contractors/agents, including but not limited the addition, removal, or substitution of an authorized contractor/agent, or a new address or contact information for an existing authorized contractor/agent. Permittee is responsible for the acts and/or omissions of any person or entity acting on behalf of the Permittee, even if such person or entity is not included on Permittee's list of authorized contractors and/or agents.
5. **ACCEPTANCE OF PROVISIONS:** Permittee, and the Permittee's authorized contractors and/or agents, understand and agree to accept and comply with these General Provisions, the Special Provisions, any and all terms and/or conditions contained in or incorporated into the encroachment permit, and all attachments to the encroachment permit (collectively "the Permit Conditions"), for any encroachment, work, and/or activity to be performed under this encroachment permit and/or under color of authority of this encroachment permit. Permittee understands and agrees the Permit Conditions are applicable to and enforceable against Permittee as long as the encroachment remains in, under, or over any part of the State highway right-of-way. The Permittee's authorized contractors and/or agents, are also bound by the Permit Conditions. Non-compliance with the Permit Conditions by the Permittee's authorized contractor and/or agent will be deemed non-compliance by the Permittee.
6. **BEGINNING OF WORK:** When traffic is not impacted (see General Provision Number 35), the Permittee must notify the Department's representative two (2) business days before starting permitted work. Permittee must notify the Department's representative if the work is to be interrupted for a period of five (5) business days or more, unless otherwise agreed upon. All work must be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this encroachment permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within State highway right-of-way must conform to all applicable Departmental construction standards including but not limited to: Standard Specifications, Standard Plans, Project Development Procedures Manual, Highway Design Manual and Special Provisions.

   Other than as expressly provided by these General Provisions, the Special Provisions, the Standard Specifications, Standard Plans, and other applicable Departmental standards, nothing in these General Provisions is intended to give any third party any legal or equitable right, remedy, or claim with respect to the encroachment permit and/or to these General Provisions or any provision herein. These General Provisions are for the sole and exclusive benefit of the Permittee and the Department.

   Where reference is made in such standards to "Contractor" and "Engineer," these are amended to be read as "Permittee" and "Department's representative," respectively, for purposes of this encroachment permit.
8. **PLAN CHANGES:** Deviations from plans, specifications, and/or the Permit Conditions as defined in General Provision Number 5 are not allowed without prior approval from the Department's representative and the Federal Highway Administration ("FHWA") representative if applicable.
9. **RIGHT OF ENTRY, INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. The United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, and other state, and federal agencies, and the FHWA, through their agents or representatives, must have full access to highway

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facilities/encroachment area, at any and all times for the purpose of inspection, maintenance, activities needed for construction/reconstruction, and operation of the State highway right-of-way.

Upon completion of work, Permittee must request a final inspection for acceptance and approval by the Department. The local public agency Permittee must not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.

10. **PERMIT AT WORKSITE:** Permittee and Permittee's authorized contractors/agents must keep the permit package and current list of authorized contractors/agents, or copies thereof, at the work site at all times and must show such documents upon request to any Department representative or law enforcement officer. If the permit package or current list of authorized contractors/agents, or copies thereof, are not kept and made available at the work site at all times, then all work must be suspended.
11. **CONFLICTING ENCROACHMENTS:** Permittee must yield start of work to ongoing, prior authorized work adjacent to or within the limits of the Permittee's project site. When existing encroachments conflict with Permittee's work, the Permittee must bear all cost for rearrangements (e.g., relocation, alteration, removal, etc.).
12. **PERMITS, APPROVALS, AND CONCURRENCES FROM OTHER AGENCIES AND/OR ENTITIES:** This encroachment permit is invalidated if the Permittee has not obtained all permits, approvals, and concurrences necessary and required by law, including but not limited to those from the California Public Utilities Commission ("CPUC"), California Occupational Safety and Health Administration ("Cal-OSHA"), local and state and federal environmental agencies, the California Coastal Commission, and any other public agency and/or entity having jurisdiction. Permittee is responsible for providing notice of the encroachment to, and obtaining concurrence from, any person or entity (whether public or private) affected by the scope of work described in the encroachment permit, regardless of whether such notice or concurrence is required by law; the Department is not responsible to provide such notice or obtain such concurrence. Permittee warrants all such permits, approvals, and concurrences have been obtained before beginning work under this encroachment permit. The Department may, at the Department's discretion, require the Permittee to demonstrate that Permittee has obtained all such permits, approvals, and concurrences, and Permittee shall demonstrate this at the time and in the manner specified by the Department.
13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe continuous passageway must be maintained through the work area at existing pedestrian or bicycle facilities. At no time must pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades must be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.04 "Public Safety," and to Section 12-4.04 "Temporary Pedestrian Access Routes," and to Section 16-2.02 "Temporary Pedestrian Facility," of the Department's Standard Specifications, and to California Vehicle Code section 21760, subdivision (c).
14. **PUBLIC TRAFFIC CONTROL:** The Permittee must provide traffic control protection, warning signs, lights, safety devices, etc., and take all other measures necessary for the traveling public's safety as required by law and/or the Department. While providing traffic control, the needs of all road users, including but not limited to motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act, must be an essential part of the work activity.

    Lane, Bike Lane, Sidewalk, Crosswalk, and/or shoulder closures must comply with the Department's Standard Specifications and Standard Plans for Temporary Traffic Control Systems & Temporary Pedestrian Access Routes, and with the applicable Special Provisions. Where issues are not addressed in the Standard Specifications, Standard Plans, and/or Special Provisions, the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control) must be followed.
15. **MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee must plan and conduct work so as to create the least possible inconvenience to the traveling public (motorized vehicles, unmotorized vehicles such as bicycles, pedestrians, person(s) with disabilities, etc.), such that traffic is not unreasonably delayed.
16. **STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this encroachment permit. If encroachment permit Special Provisions allow for the storage of equipment or materials within the State highway right-of-way, the equipment and material storage must also comply with Section 7-1.04, Public Safety, of the Department's Standard Specifications.
17. **CARE OF DRAINAGE:** Permittee must provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Department's Standard Specifications, Standard Plans, and/or as directed by the Department's representative.
18. **RESTORATION AND REPAIRS IN STATE HIGHWAY RIGHT-OF-WAY:** Permittee is responsible for restoration and repair of State highway right-of-way resulting from permitted work (Streets and Highways Code, section 670 et seq.).
19. **STATE HIGHWAY RIGHT-OF-WAY CLEAN UP:** Upon completion of work, Permittee must remove and dispose of all scraps, refuse, brush, timber, materials, etc. off the State highway right-of-way. The aesthetics of the highway must be as it was before work started or better.
20. **COST OF WORK:** Unless stated otherwise in the encroachment permit or a separate written agreement with the Department, the Permittee must bear all costs

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incurred for work within the State highway right-of-way and waives all claims for indemnification or contribution from the United States, the State, the Department, and from the Directors, officers, and employees of the State and/or the Department. Removal of Permittee's personal property and improvements shall be at no cost to the United States, the State, and the Department.

21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the Permittee actual costs at the currently set Standard Hourly Rate for encroachment permits.
22. **AS-BUILT PLANS:** When required, Permittee must submit one (1) set of folded as-built plans within thirty (30) calendar days after completion and acceptance of work in compliance with requirements listed as follows:
    a) Upon completion of the work provided herein, the Permittee must submit a paper set of As-Built plans to the Department's representative.
    b) All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
    c) The plans are to be prominently stamped or otherwise noted "AS-BUILT" by the Permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a Department stamp, or by signature of the Department's representative, must be used for producing the As-Built plans.
    d) If construction plans include signing or striping, the dates of signing or striping removal, relocation, or installation must be shown on the As-Built plans when required as a condition of the encroachment permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage must show the removal, relocation, and installation dates of the appropriate staged striping and signing.
    e) As-Built plans must contain the Encroachment Permit Number, County, Route, and Post Mile on each sheet.
    f) The As-Built Plans must not include a disclaimer statement of any kind that differs from the obligations and protections provided by sections 6735 through 6735.6 of the California Business and Professions Code. Such statements constitute non-compliance with Encroachment Permit requirements and may result in the Department retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future encroachment permits or a provision requiring a public agency to supply additional bonding.
23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the State highway right-of-way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt encroachment permit is issued to the Permittee for the purpose of providing a notice and record of work. The Permittee's prior rights must be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" must be stamped across the face of the encroachment permit.
24. **BONDING:** The Permittee must file bond(s), in advance, in the amount(s) set by the Department and using forms acceptable to the Department. The bonds must name the Department as obligee. Failure to maintain bond(s) in full force and effect will result in the Department stopping all work under this encroachment permit and possibly revoking other encroachment permit(s). Bonds are not required of public corporations or privately-owned utilities unless Permittee failed to comply with the provisions and/or conditions of a prior encroachment permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedure section 337.15. A local public agency Permittee also must comply with the following requirements:
    a) In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local public agency Permittee agrees to require the construction contractor to furnish both a payment and performance bond in the local public agency's name with both bonds complying with the requirements set forth in Section 3-1.05 Contract Bonds of the Department's Standard Specifications before performing any project construction work.
    b) The local public agency Permittee must defend, indemnify, and hold harmless the United States, the State and the Department, and the Directors, officers, and employees of the State and/or Department, from all project construction related claims by contractors, subcontractors, and suppliers, and from all stop notice and/or mechanic's lien claimants. The local public agency also agrees to remedy, in a timely manner and to the Department's satisfaction, any latent defects occurring as a result of the project construction work.
25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the Permittee must comply with said notice at the Permittee's sole expense.
26. **ENVIRONMENTAL:**
    a) ARCHAEOLOGICAL/HISTORICAL: If any archaeological or historical resources are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified archaeologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
    b) HAZARDOUS MATERIALS: If any hazardous waste or materials (such as underground storage tanks, asbestos pipes, contaminated soil, etc.) are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified hazardous

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waste/material specialist who must evaluate the site at the Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
Attention is directed to potential aerially deposited lead (ADL) presence in unpaved areas along highways. It is the Permittee's responsibility to take all appropriate measures to protect workers in conformance with California Code of Regulations Title 8, Section 1532.1, "Lead," and with Cal-OSHA Construction Safety Orders, and to ensure roadway soil management is in compliance with Department of Toxic Substances Control (DTSC) requirements.

c) BIOLOGICAL: If any regional, state, or federally listed biological resource is identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified biologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.

27. **PREVAILING WAGES:** Work performed by or under an encroachment permit may require Permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the California Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements must be directed to the California Department of Industrial Relations.
28. **LIABILITY, DEFENSE, AND INDEMNITY:** The Permittee agrees to indemnify and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind, and description, including but not limited to those brought for or on account of property damage, invasion of privacy, violation or deprivation of a right under a state or federal law, environmental damage or penalty, or injury to or death of any person including but not limited to members of the public, the Permittee, persons employed by the Permittee, and/or persons acting on behalf of the Permittee, arising out of or in connection with: (a) the issuance and/or use of this encroachment permit; and/or (b) the encroachment, work, and/or activity conducted pursuant to this encroachment permit, or under color of authority of this encroachment permit but not in full compliance with the Permit Conditions as defined in General Provision Number 5 ("Unauthorized Work or Activity"); and/or (c) the installation, placement, design, existence, operation, and/or maintenance of the encroachment, work, and/or activity; and/or (d) the failure by the Permittee, or by anyone acting for or on behalf of the Permittee, to perform the Permittee's obligations under any part of the Permit Conditions as defined in General Provision Number 5, in respect to maintenance or any other obligation; and/or (e) any change to the Department's property or adjacent property, including but not limited to the features or conditions of either of them, made by the Permittee or anyone acting on behalf of the Permittee; and/or (f) a defect or obstruction related to or caused by the encroachment, work, and/or activity whether conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constituting Unauthorized Work or Activity, or from any cause whatsoever. The duty of the Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

It is the intent of the Department and the Permittee that except as prohibited by law, the Permittee will defend, indemnify, and hold harmless as set forth in this General Provision Number 28 regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of: the United States, the State; the Department; the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors; the Permittee; persons employed by the Permittee; and/or persons acting on behalf of the Permittee.

The Permittee waives any and all rights to any type of expressed or implied indemnity from or against the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors.

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the encroachment, work, and/or activity whether conducted pursuant to this encroachment permit or constituting Unauthorized Work or Activity, and further agrees to defend, indemnify, and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, penalties, liability, suits, or actions of every name, kind, and description arising out of or by virtue of the Americans with Disabilities Act.

The Permittee understands and agrees the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, are not personally responsible for any liability arising from or by virtue of this encroachment permit.

For the purpose of this General Provision Number 28 and all paragraphs herein, "contractors of the State and/or of the Department" includes contractors, and their subcontractors, under contract to the State and/or the Department.

This General Provision Number 28 and all paragraphs herein take effect immediately upon issuance of this encroachment permit, and apply before, during, and after the encroachment, work, and/or activity

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contemplated under this encroachment permit, whether such work is in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, except as otherwise provided by California law. The Permittee's obligations to defend, indemnify, and save harmless under this General Provision Number 28 take effect immediately upon issuance of this encroachment permit and have no expiration date, including but not limited to situations in which this encroachment permit expires or is revoked, the work or activity performed under this encroachment permit is accepted or not accepted by the Department, the encroachment, work, and/or activity is conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, and/or no work or activity is undertaken by the Permittee or by others on the Permittee's behalf.

If the United States or an agency, department, or board of the United States is the Permittee, the first two paragraphs of this General Provision Number 28 (beginning "The Permittee agrees to indemnify..." and "It is the intent of the parties...") are replaced by the following paragraph:

Claims for personal injury, death, or property damage allegedly caused by the negligent or wrongful act or omission of any employee of the United States acting within the scope of their official duties are subject to the Federal Tort Claims Act, as amended, 28 U.S.C. § 1346 and § 2671 et seq. (Chapter 171).

29. **NO PRECEDENT ESTABLISHED:** This encroachment permit is issued with the understanding that it does not establish a precedent.
30. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:**
    a) As part of the consideration for being issued this encroachment permit, the Permittee, on behalf of Permittee and on behalf of Permittee's personal representatives, successors in interest, and assigns, does hereby covenant and agree that:
        i) No person on the grounds of race, color, or national origin may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
        ii) That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination must be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
        iii) That such discrimination must not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the State highway right-of-way.
        iv) That the Permittee must use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.
    b) That in the event of breach of any of the above nondiscrimination covenants, the State and the Department have the right to terminate this encroachment permit and to re-enter and repossess said land and the facilities thereon and hold the same as if said permit had never been made or issued.
31. **MAINTENANCE:** The Permittee is responsible at Permittee's sole expense for the encroachment, and the inspection, maintenance, repair, and condition thereof, and is responsible to ensure the encroachment does not negatively impact State highway safety, maintenance, operations, construction, State facilities, activities related to construction/reconstruction, or other encroachments. The Permittee's obligations in the preceding sentence take effect immediately upon issuance of this encroachment permit and continue until the encroachment is entirely and permanently removed. Additional encroachment permits or approval documents may be required authorizing work related to inspection, repair, and/or maintenance activities. Contact the Department for information.
32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code section 682.5 and 682.7, the Department is not responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of any activity for which this encroachment permit is issued.

    The Permittee is required, as a condition of this encroachment permit, for any event that awards prize compensation to competitors in gendered categories, for any participant level that receives prize compensation, to ensure the prize compensation for each gendered category is identical at each participant level. (Streets and Highways Code, section 682.7.)

    The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the event, and further agrees to defend, indemnify, and save harmless the United State, the State and the Department, and the Directors, officers, and employees of the State and/or Department, including but not limited to the Director of the Department and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of or by virtue of the Americans with Disabilities Act.
33. **PRIVATE USE OF STATE HIGHWAY RIGHT-OF-WAY:** State highway right-of-way must not be used for private purposes without compensation to the State. The gifting

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of public property uses and therefore public funds is prohibited under the California Constitution, Article XVI, Section 6.

34. **FIELD WORK REIMBURSEMENT:** Permittee must reimburse the Department for field work performed by or on behalf of the Department to correct or remedy issues created by the Permittee or by others acting on behalf of the Permittee, including but not limited to hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the Permittee or by others acting on behalf of the Permittee.
35. **LANE CLOSURE REQUEST SUBMITTALS AND NOTIFICATION OF CLOSURES TO THE DEPARTMENT:** Lane closure request submittals and notifications must be in accordance with Section 12-4.02, and Section 12.4-04, of the Department's Standard Specifications or as directed by the Department's representative. The Permittee must notify the Department's representative and the Traffic Management Center ("TMC") before initiating a lane closure or conducting an activity that may cause a traffic impact. In emergency situations when the corrective work or the emergency itself may affect traffic, the Department's representative and the TMC must be notified as soon as possible.
36. **SUSPENSION OF TRAFFIC CONTROL OPERATION:** The Permittee, upon notification by the Department's representative, must immediately suspend all traffic lane, bike lane, sidewalk, crosswalk, and/or shoulder closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension must be borne by the Permittee.
37. **UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:** Any excavation requires compliance with the provisions of Government Code section 4216 et seq., including but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The Permittee must provide notification to the Department representative at least five (5) business days before, and the regional notification center at least forty-eight (48) hours before, performing any excavation work within the State highway right-of-way.
38. **COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA):** All work within the State highway right-of-way to construct and/or maintain any public facility must be designed, maintained, and constructed strictly in accordance with all applicable Federal Access laws and regulations (including but not limited to Section 504 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794), California Access laws and regulations relating to ADA, along with its implementing regulations, Title 28 of the Code of Federal Regulations Parts 35 and 36 (28 C.F.R., Ch. I, Part 35, § 35.101 et seq., and Part 36, § 36.101 et seq.), Title 36 of the Code of Federal Regulations Part 1191 (36 C.F.R., Ch. XI, Part 1191, § 1119.1 et seq.), Title 49 of the Code of Federal Regulations Part 37 (49 C.F.R., Ch. A, Part 37, § 37.1 et seq.), the United States Department of Justice Title II and Title III for the ADA, and California Government Code section 4450 et seq., which require public facilities be made accessible to persons with disabilities.

    Notwithstanding the requirements of the previous paragraph, all construction, design, and maintenance of public facilities must also comply with the Department's Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects" and Standard Plans & Specifications on "Temporary Pedestrian Access Routes."
39. **STORMWATER:** The Permittee is responsible for full compliance with the following:
    a) For all projects, the Department's Storm Water Program and the Department's National Pollutant Discharge Elimination System (NPDES) Permit requirements under Order No. 2012-0011-DWQ, NPDES No CAS000003; and
    b) In addition, for projects disturbing one acre or more of soil, with the California Construction General Permit Order No. 2009-0009-DWQ, NPDES No CAS000002; and
    c) In addition, for projects disturbing one acre or more of soil in the Lahontan Region with Order No. R6T-2016-0010, NPDES No CAG616002.
    d) For all projects, it is the Permittee's responsibility to install, inspect, repair, and maintain all facilities and devices used for water pollution control practices (Best Management Practices/BMPs) before performing daily work activities.

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Dist-County-Route: 05-SB-217
Post Mile Limits: 1.0/2.2
Project Type: San Jose Creek Multipurpose Path
Project ID (EA): 05-1800-0229-1 (05-1K6301)
Program Identification: Local Oversight
Phase: ☐ PID ☐ PA/ED ☒ PS&E

Regional Water Quality Control Board(s): Central Coast, Region 3

1.	Does the project disturb 5 or more acres of soil?	Yes ☐	No ☒
2.	Does the project disturb more than 1 acre of soil and not qualify for the Rainfall Erosivity Waiver? **As per the DNC, a short form SWDR is appropriate for this project.**	Yes ☒	No ☐
3.	Is the project required to implement Treatment BMPs (STGA, TMDL, AC)?	Yes ☐	No ☒
4.	Does the project impact existing stormwater BMPs?	Yes ☐	No ☒

If the answer to any of the preceding questions is "Yes", prepare a Long Form – Storm Water Data Report.

Total Disturbed Soil Area: 2.34 acres New Impervious Surface: N/A Bike/Ped Project
Estimated Construction Start Date: 4/15/2024 Est Const. Completion Date: 4/23/2025
Risk Level: RL 1 ☐ RL 2 ☒ RL 3 ☐ WPCP ☐ NA ☐
Is MWELO applicable? Yes ☐ No ☒

This Short Form – Storm Water Data Report has been prepared under the direction of the following Licensed Person. The Licensed Person attests to the technical information contained herein and the data upon which recommendations, conclusions, and decisions are based. Professional Engineer or Landscape Architect stamp required at PS&E.



4/18/2023
Miguel Ramirez, *Registered Project Engineer* *Date*
I have reviewed the stormwater quality design issues and find this report to be complete, current and accurate:

12/18/2023
Karl Mikel, SW Coordinator or Designee *Date*
for

1. Project Description

- The San Jose Creek Multipurpose Path Project (project) is located in Santa Barbara County in the City of Goleta on Route 217 from post mile 1.0 to post mile 2.2 and on a portion of Route 101 near post mile 21.6 along Calle Real. The project would construct a Class I bikeway (path) to close the 2.5-mile gap between the County (Cathedral Oaks Road) and Goleta Crosstown Route in the north and the County's Obern Trail/Coast Route in the south. The path would connect the Calle Real commercial and residential on the north side of US 101 to commercial and residential areas within the Goleta Old Town redevelopment area to the University of California, Santa Barbara (UCSB) and the Coast Route.

  The Northern Segment begins on Calle Real near the south end of North Kellogg Avenue. Heading east to the northern limit of the US 101 Bridge Replacement project. Continuing south from the southern limit of the US 101 Bridge Replacement project, the path goes under the railroad bridge over San Jose Creek along the west bank. The Northern Segment is nearly a half mile. Bicyclists and pedestrians can then travel west on Armitos Avenue approximately 500', turn south onto the existing South Kellogg Avenue for approximately 2200' to connect to the beginning of the Southern Segment just north of Kellogg Way.

  The Southern Segment is approximately 1 mile long. The proposed project would extend from the existing Class III facilities on South Kellogg Avenue, continue between the southern/eastern bank of San Jose Creek, outside the top of bank and the active channel of San Jose Creek, and the SR 217 Southbound shoulder, and ultimately connect to the existing Class I Atascadero Creek Bikeway. The proposed project would cross over San Jose Creek on the north end (northern terminus) and would cross under SR 217 on the south end (southern terminus).

  The path is typically 8 to 14 feet wide, with 2-foot wide shoulders, and typical design speed of 20 mph. The Southern Segment includes a concrete barrier 2 feet in width to separate the path from SR 217 traffic. At the Northern Segment near Calle Real, the improvements also include the reconstruction of a section of the existing sidewalk on the south side of Calle Real to allow for the construction of the project, including retaining walls and concrete barrier. Between the Calle Real and the Caltrans right-of-way, it is anticipated that the existing guard rail, attached to the existing Calle Real Bridge, would need to be extended west within the project limits. The existing Class II bike lane will remain with access to the path near the existing bus stop pullout area. Continuing along the Northern Segment, a protective steel mesh cover would be placed above the path as it crosses under the UPRR tracks to avoid items dropping onto the path. At the Southern Segment, a pedestrian bridge would be constructed to provide access over San Jose Creek. A 14-foot wide by 8-foot high by 144-foot box culvert with solar lighting would likely be utilized to provide access under SR 217. There are several sections of retaining walls throughout the length of the project site. The retaining wall foundation types would vary from spread footings ranging between 6 to 8 feet in depth to pile foundations up to 40 feet in depth. The maximum excavation

depth for the proposed project would be approximately 12 feet from existing ground at the culvert location.

The majority of the improvements would take place on the west side of San Jose Creek. It is anticipated that approximately 600 feet of the proposed trail will be constructed within the existing San Jose Creek bank, this will occur where the proposed trail crosses under the UPRR and Calle Real bridges. Downstream of UPRR, there are three minor areas of fill where the bank has eroded to the extent that these areas of fill encroach into the stream and below the ordinary high-water mark. The proposed project would perpetuate existing drainage patterns and may include placement of rock slope protection in the location of culvert outfalls throughout the stretch of the proposed project improvements. Embankments will create a detention basin.

- Disturbed Soil Area (DSA) associated with the improvements within Caltrans ROW is estimated to be 2.34 acres.

Table E-1. Summary of Project Areas

Loc	DSA, acres	Existing Impervious Area, acres	Post Impervious Area, acres	Net New Impervious Area (NNI), acres	Replaced Impervious Surface (RIS), acres	Excluded Impervious Area (EIA), acres	New Impervious Surface (NIS), acres	ATA #1, acres	ATA #2, acres	PCTA, acres
Northern Segment	0.19	0.00	0.00	0.00	0.00	0.00	0.00	0	0	0
Southern Segment	2.15	0.00	0.87	0.00	0.00	0.91	0.00	0	0	0
TOTAL:	2.34	0.00	0.87	0.00	0.00	0.91	0.00	0	0	0

2. Site Data and Stormwater Quality Design Issues

- This project is covered under Caltrans NPDES Permit (WQO 2022-0033-DWQ). Note that bike and ped projects are exempt from post construction runoff control TBMP requirements.
- San Jose Creek and Goleta Slough are the receiving water bodies for this project. The HSA is 315.31.

Planning Watershed 3315310003

Hydrologic Sub-Area #	315.31
Regional Board	Central Coast
Hydrologic Region	Central Coast
Hydrologic Unit	SOUTH COAST
Hydrologic Area	South Coast
Hydrologic Sub-Area	Goleta

- San Jose Creek is listed in the 303(d) list of impaired waters as impaired by enterococcus, escherichia coli (E.coli), fecal coliform, sodium, specific conductivity, temperature (water) and pH.

- Goleta Slough is listed in the 303(d) list of impaired waters as impaired by indicator bacteria and priority organics.
- This project is not located in a moderate or high Significant Trash Generating Area, STGA.
- The project is subject to the treatment threshold requirements of the 2012 CT MS4 Permit.
- The following permits, reviews, and approvals would be required for project construction:

Agency	Permit/Approval	Status
Central Coast Regional Water Quality Control Board	Section 401 Certification for impacts to waters of the United States	To be obtained before construction
United States Army Corps of Engineers	Section 404 Permit for impacts to wetlands and waters of the United States	To be obtained before construction
California Department of Fish and Wildlife	Section 1602 Agreement for Streambed Alteration impacts to San Jose Creek	To be obtained before construction
SWRCB	Construction General Permit	To be obtained prior to construction

- There are no drinking Water Reservoirs and/or Recharge Facilities within the projects limits.
- The site topography is relatively flat with drainage being redirected from natural channels, particularly along San Jose Creek south of Hollister Avenue.
- The area is contained within the Transverse Ranges Geomorphic Province consisting mainly of variably deformed marine and non-marine sedimentary rocks and deposits that range in age from Jurassic to present.
- The current land use is residential and light industrial proper to which land use was agricultural with orchards and other crops. The approximate southern quarter of the proposed project appears to have historically salt marsh or wetland prior to development.
- There are no right-of-way costs for BMPs
- There are no existing Treatment BMPs within the project limits.
- This project proposes to create 2.34 ac of DSA within Caltrans ROW. Therefore, this project will require a Storm Water Pollution Prevention Plan (SWPPP) and coverage under the Construction General Permit.
- Parts of this project are located within the City of Goleta Urban MS4 Area.
- San Jose Creek has the beneficial uses of COLD, SPWN, and MIGR (CCRWQCB Basin Plan)
- The Latitude/Longitude for this project is 34.42151 /- 119.8291
- 4 acres will be used in the calculation to determine Construction General Permit (CGP) Annual fees.

1 Number of FYs of construction schedule

2 Additional years for vegetation period or other NOT requirements

3 Total years

$704.00 Storm Water Construction Annual Fees for 4 ac

$2,112.00 Total NOI/NOT Stormwater CGP fees

- During construction, effective combinations of temporary and permanent erosion and sediment controls will be used. Storm water management for the site will be coordinated through the contractor with Caltrans construction personnel to effectively manage erosion from the DSA's by implementing a Storm Water Pollution Prevention Plan (SWPPP). Selected BMP's that will be included but not limited to the SWPPP for the project are defined as follows:

Temporary Soil Stabilization

- Minimize active DSA's during the rainy season utilizing scheduling techniques.
- Preserve existing vegetation to the maximum extent feasible.
- Implement temporary protective cover/erosion control on all non-active DSA's and soil stockpiles.
- Control erosive forces of storm water runoff with effective storm flow management such as temporary concentrated flow conveyance devices, earthen dikes, drainage swales, lined ditches, outlet protection/velocity dissipation devices, and slope drains as determined feasible.

Temporary Sediment Controls

- Implement linear sediment controls such as fiber rolls, check dams, or gravel bag berms on all active and non-active DSA's during the rainy season.
- To further help prevent sediment discharge stabilized construction site entrances, temporary drainage inlet protection, and street sweeping and vacuuming will be necessary.
- Implement appropriate wind erosion controls year round.

Non Storm Water Management

- The appropriate non-storm water BMP's will be implemented year-round as follows:
- Water conservation practices are implemented on all construction sites and wherever water is used.
- The project area includes areas defined by a high groundwater elevation. Multiple earthwork and excavation operations will potentially encounter groundwater during construction activities. Dewatering BMP's may need to be implemented.
- Paving and Grinding procedures are implemented where paving, surfacing, resurfacing, grinding, or saw cutting may pollute storm water runoff or discharge to the storm drain system or watercourses.
- Procedures and practices designed for construction contractors to recognize illicit connections or illegally dumped or discharged materials on a construction site and report incidents to the Resident Engineer.
- The following activities must be performed at least 100 feet from concentrated flows of storm water, drainage courses, and inlets if within the floodplain and at least 50 feet if outside of the floodplain; stockpiling materials, storing equipment and liquid

waste containers, washing vehicles or equipment, fueling and maintaining vehicles and equipment.

- Pile driving operations will be part of the construction activities.
- Concrete curing will be used in the construction of structures such as bridges and retaining walls. Concrete curing includes the use of both chemical and water methods. Proper procedures will minimize pollution of runoff during concrete curing.
- Since the project involves structure construction near and over several San Jose, proper procedures will be implemented to minimize pollution during these activities.
- The following construction site BMPs are anticipated to be bid items for this project:
    - Job Site Management
    - Stormwater Pollution Prevention Program
    - Storm Water Sampling and Analysis Day
    - Stormwater Annual Report
    - Move In/Move Out (Temporary Erosion Control)
    - Temporary Hydraulic Mulch (Bonded Fiber Matrix)
    - Temporary Drainage Inlet Protection
    - Temporary Fiber Roll
    - Temporary Gravel Bag Berm
    - Temporary Large Sediment Barrier
    - Temporary Construction Entrance
    - Street Sweeping
    - Temporary Concrete Washout
    - Temporary Fence (type ESA)
    - Drainage Inlet Marker

Supplemental Items

- Water Pollution Control Maintenance Sharing
- Additional Water Pollution Control

State Furnished Items

- Annual Construction General Permit Fee

- Concurrence from Construction regarding the temporary Construction Site BMP implementation strategy and associated quantities was given by Zach Coldwell, CSWC, on 12/15/2023.
- There are no existing permanent Maintenance facilities (stockpile/decanting) within the project limits.
- Drainage Inlet Markers (Type Metal Medallion) shall be installed at drain inlets where pedestrians have access. Maintenance BMPs may include maintenance vehicle pullouts, access gates and roads, and maintenance worker safety features.

3. Construction Site BMPs

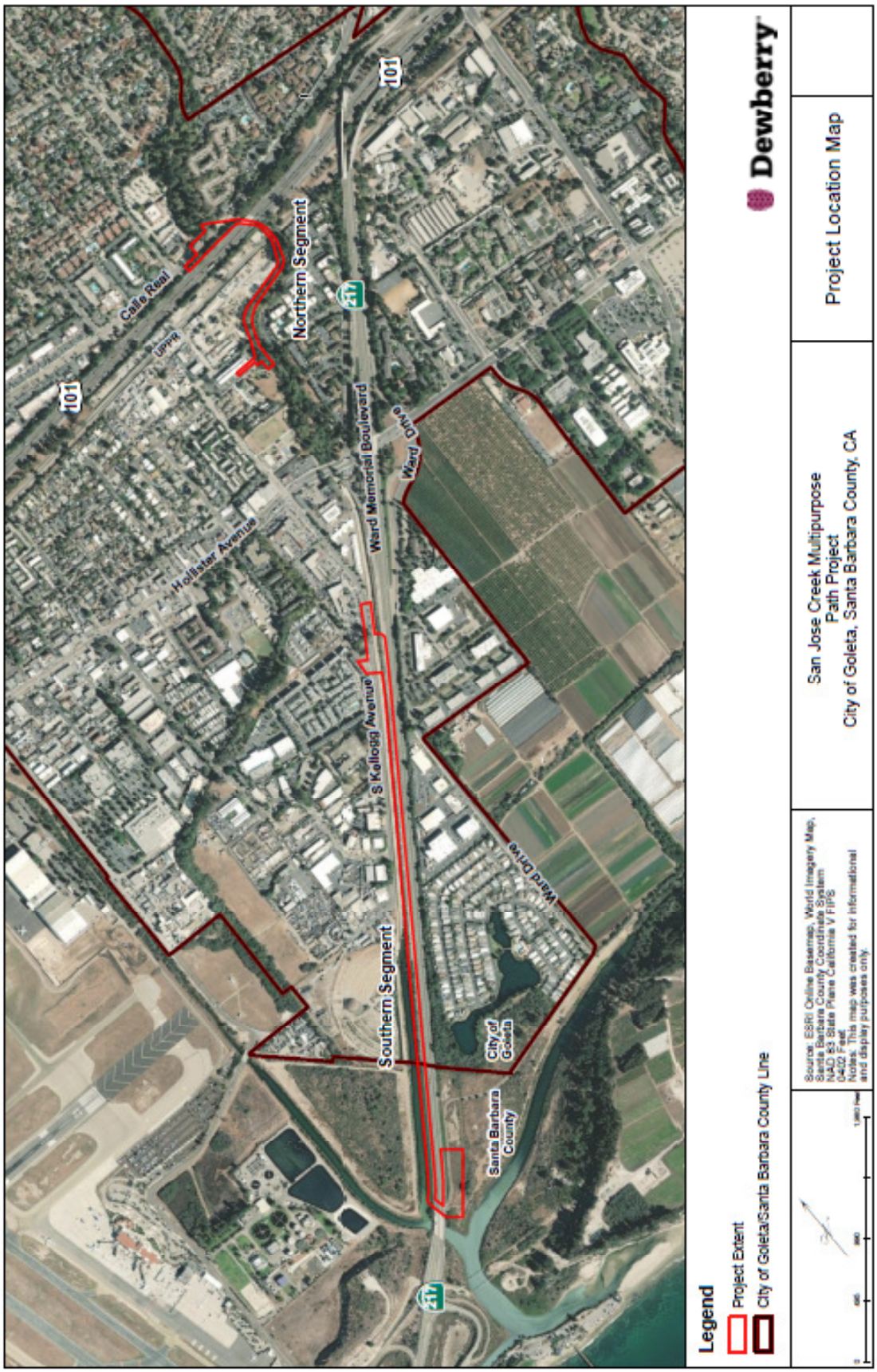
- Construction is estimated to take place from04/15/2024 to 4/23/2025. The Contractor is responsible for securing locations for the staging and storage that are approved by the Resident Engineer (RE). The Water Pollution Control Program (WPCP) or SWPPP will be prepared by the contractor and approved by the RE. The WPCP/SWPPP will incorporate the following temporary construction site BMPs: temporary concrete washouts, temporary fiber roll, temporary silt fence, temporary drainage inlet protection, temporary construction entrance/exits, and temporary erosion control. Additional BMPs will be deployed as lump sum bid items under Job Site Management, Prepare WPCP/SWPPP, and Additional Water Pollution Control as shown in the attached NR Temporary Construction BMP Cost Estimator
- This project has been identified as being Risk Level 2, using the GIS Map Method 1, Appendix 1 of the 2009 Construction General Permit (CGP). The watershed Erosion Estimate is 16.34 tons/acre, which is a 0.28 sediment Risk. The Receiving Water Risk is 75.78 since there are discharges to water bodies with beneficial use within the project limits. The LS Factor value is 0.77. See the attached risk level assessment for more information.

Required Attachments[1]

- Vicinity Map
- Evaluation Documentation Form
- Risk Level Determination

[1] Additional attachments may be required as applicable or directed by the District/Regional Design Storm Water Coordinator (e.g. BMP line item estimate, DPP, CS checklists, etc).

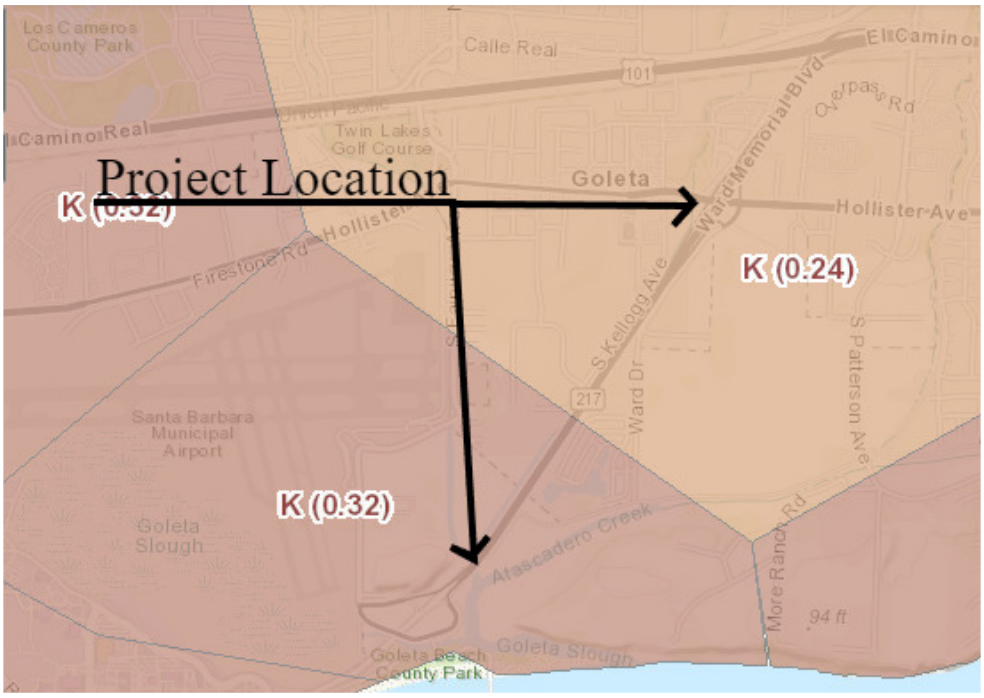
Vicinity Map



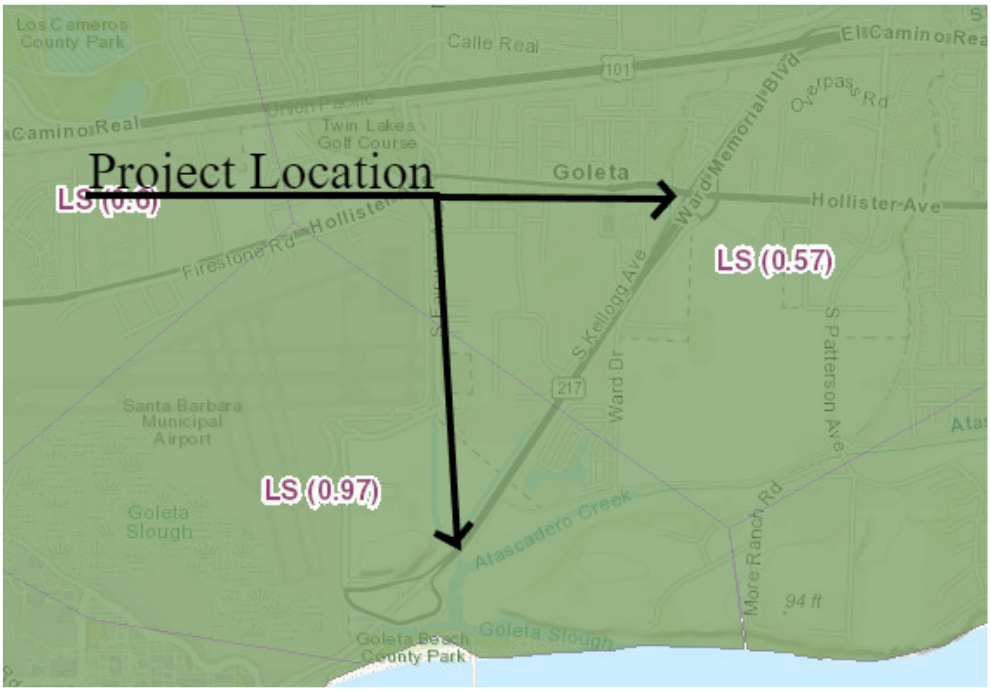
DATE: 4/18/2023

Project ID (EA): _05-1800-0229-1 (05-1K6301)

No.	Criteria	Yes ✓	No ✓	Supplemental Information for Evaluation
1.	Begin Project evaluation regarding requirement for implementation of Treatment BMPs	✓		See Figure 4-1, Project Evaluation Process for Consideration of Permanent Treatment BMPs. Continue to 2.
2.	Is the scope of the Project to install Treatment BMPs (e.g., Alternative Compliance, TMDL, or Trash Amendment Compliance)?		✓	If **Yes**, go to 8. If **No**, continue to 3.
3.	Is there a direct or indirect discharge to surface waters?	✓		If **Yes**, continue to 4. If **No**, go to 9.
4.	As defined in the WQAR, does the Project have: 1. Areas of Special Biological Significance (ASBS), 2. A TMDL area where Caltrans is named stakeholder, or 3. Other Pollution Control Requirements for surface waters within the project limits?		✓	If **Yes to any**, contact the District/Regional Stormwater Coordinator to discuss the Department's obligations, go to 8 or 5. PSR *(Dist./Reg. SW Coordinator initials)* **The receiving waters are 303(d) listed. As per the DNC, go to question #5.** If **No**, continue to 5.
			✓	
		✓		
5.	Are any existing Treatment BMPs partially or completely removed? (ATA condition #1, See PPDG Section 4.4.1)		✓	If **Yes**, go to 8 **AND** continue to 6. If **No**, continue to 6.
6.	Is this a Routine Maintenance Project?		✓	If **Yes**, continue to 9. If **No**, go to 7.
7.	Does the project result in one acre or more of new impervious surface (NIS)?		✓	If **Yes**, go to 8. ***_0_ac NIS*** *(NIS=NNI+ RIS)* If **No**, continue to 9.
8.	Project is required to implement Treatment BMPs.	Complete Checklist T-1, Part 1.		
9.	Project is not required to implement Treatment BMPs. PSR *(Dist./Reg. SW Coord. Initials)* MR *(Project Engineer Initials)* 12/18/2023 *(Date)*	Document for Project Files by completing this form and attaching it to the SWDR.		



K=[(0.24)+(0.32)]/2=(0.28)



LS=[(0.97)+(0.57)]/2=(0.77)

Facility Information

Start Date: 04/15/2024	**Latitude:** 34.4260
End Date: 04/23/2025	**Longitude:** -119.8257

Calculation Results

Rainfall erosivity factor (R Factor) = **75.78**

A rainfall erosivity factor of 5.0 or greater has been calculated for your site's period of construction.

You do NOT qualify for a waiver from NPDES permitting requirements and must seek Construction General Permit (CGP) coverage. If you are located in an area where EPA is the permitting authority, you must submit a Notice of Intent (NOI) through the NPDES eReporting Tool (NeT).Otherwise, you must seek coverage under your state's CGP.

RISK LEVEL DETERMINATION		
Project Identifier/EA :	05-1800-0229-1 (05-1K6301)	
Project Description:	San Jose Creek Multipurpose Path	
Dist-County-Route:	05-SB-101 & 217	
Regional Water Board:	Region 3, Central Coast	
MS4 Area:	City of Goleta	
Begin PM:	21.6 & 1.0	
End PM:	2.2	
DSA (Acres):	2.34	
Project Engineer:	Miguel Ramirez	
Risk Level Components	**w/GIS Map Method for Sediment Risk (A)**	**w/Individual Method for Sediment Risk (B)**
R factor	75.78	0.00
K factor & soil category	0.28	0.00
LS factor	0.77	0.00
Soil loss(ton/acre)	16.34	0.00
Sediment Risk (low, med, or High	Medium	Low
Receiving Water	San Jose Creek	
303(d) listed for sediment	Yes	

Beneficial uses for:		
Cold	Yes	
Spawn	Yes	
Migratory	Yes	
Receiving Water Risk (low or high)	High	Low
Combined Risk Level (1, 2, or 3)	Level 2	Level 1
Prepared By: P. Riegelhuth		**Date: 6/27/2022**
Checked By:		**Date:**

Project Identifier/ EA:	05-1800-0119-1 (05-1K6301)
	Entry

A) R Factor

Analyses of data indicated that when factors other than rainfall are held constant, soil loss is directly proportional to a rainfall factor composed of total storm kinetic energy (E) times the maximum 30-min intensity (I30) (Wischmeier and Smith, 1958). The numerical value of R is the average annual sum of EI30 for storm events during a rainfall record of at least 22 years. "Isoerodent" maps were developed based on R values calculated for more than 1000 locations in the Western U.S. Refer to the link below to determine the R factor for the project site.

http://cfpub.epa.gov/npdes/stormwater/LEW/lewCalculator.cfm

R Factor Value	75.78

B) K Factor (weighted average, by area, for all site soils)

The soil-erodibility factor K represents: (1) susceptibility of soil or surface material to erosion, (2) transportability of the sediment, and (3) the amount and rate of runoff given a particular rainfall input, as measured under a standard condition. Fine-textured soils that are high in clay have low K values (about 0.05 to 0.15) because the particles are resistant to detachment. Coarse-textured soils, such as sandy soils, also have low K values (about 0.05 to 0.2) because of high infiltration resulting in low runoff even though these particles are easily detached. Medium-textured soils, such as a silt loam, have moderate K values (about 0.25 to 0.45) because they are moderately susceptible to particle detachment and they produce runoff at moderate rates. Soils having a high silt content are especially susceptible to erosion and have high K values, which can exceed 0.45 and can be as large as 0.65. Silt-size particles are easily detached and tend to crust, producing high rates and large volumes of runoff. Use Site-specific data must be submitted.

Site-specific K factor guidance

K Factor Value	0.28

C) LS Factor (weighted average, by area, for all slopes)

The effect of topography on erosion is accounted for by the LS factor, which combines the effects of a hillslope-length factor, L, and a hillslope-gradient factor, S. Generally speaking, as hillslope length and/or hillslope gradient increase, soil loss increases. As hillslope length increases, total soil loss and soil loss per unit area increase due to the progressive accumulation of runoff in the downslope direction. As the hillslope gradient increases, the velocity and erosivity of runoff increases. Use the LS table located in separate tab of this spreadsheet to determine LS factors. Estimate the weighted LS for the site prior to construction.

LS Table

LS Factor Value	0.77

Watershed Erosion Estimate (=RxKxLS) in tons/acre	16.338168
Site Sediment Risk Factor Low Sediment Risk: < 15 tons/acre Medium Sediment Risk: >=15 and <75 tons/acre High Sediment Risk: >= 75 tons/acre	**Medium**
Prepared By: P. Riegelhuth	

Project Identifier/EA:	05-1800-0229-0 (05-1K6300)	
	Entry	Score
A. Watershed Characteristics	yes/no	
A.1. Does the disturbed area discharge (either directly or indirectly) to a **303(d)-listed water body impaired by sediment**? For help with impaired water bodies please check the attached worksheet or visit the link below: 2006 Approved Sediment-impaired WBs Worksheet http://www.waterboards.ca.gov/water_issues/programs/tmdl/303d_lists2006_epa.shtml	yes	High
OR		
A.2. Does the disturbed area discharge to a water body with designated beneficial uses of SPAWN & COLD & MIGRATORY? http://www.ice.ucdavis.edu/geowbs/asp/wbguse.asp		

Page 1

Project Identifier/EA: 05-1800-0229-0 (05-1K6300)

Sediment Risk

Receiving Water Risk	Low	Medium	High
Low	Level 1	Level 2	
High	Level 2		Level 3

Page 1

Project Sediment Risk:	Medium
Project RW Risk:	High
Project Combined Risk:	Level 2

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CALIFORNIA COASTAL COMMISSION
SOUTH CENTRAL COAST DISTRICT OFFICE
89 SOUTH CALIFORNIA STREET, SUITE 200
VENTURA, CALIFORNIA 93001-2801
PH (805) 585-1800
WWW.COASTAL.CA.GOV

December 27, 2023
Permit Application Number: **4-23-0362**

COASTAL DEVELOPMENT PERMIT

On October 12, 2023, the California Coastal Commission granted to **City of Goleta, Public Works Dept.** this permit subject to the attached Standard and Special conditions, for development consisting of **Construction of an approximately 4,600 foot long, 8-12-footwide multi-purpose trail, including 4,116 cubic yards of grading (2,473 cubic yards of cut and 1,643 cubic yards of fill), a 1,097 foot long retaining wall, and an 8-foot tall, 14-foot wide box culvert undercrossing. The project also includes implementation of a habitat mitigation plan,** more specifically described in the application filed in the Commission offices.

The development is within the coastal zone at **Multi-purpose trail construction from Surfrider Way to the Atascadero Creek Bikeway, within Caltrans right-of-way on the Southbound shoulder of State Rouse 217, and habit restoration mitigation in the Ellwood Mesa Open Space Preserve, City of Goleta, County of Santa Barbara.**

Issued on behalf of the California Coastal Commission by

Sincerely,

Kate Huckelbridge, PhD
Executive Director

Jacqueline Phelps for
Jonathan Hasbun
Coastal Program Analyst

cc: Commissioners/File

ACKNOWLEDGMENT:
The undersigned permittee acknowledges receipt of this permit and agrees to abide by all terms and conditions thereof.

The undersigned permittee acknowledges that Government Code Section 818.4 which states in pertinent part of that: "A Public entity is not liable for injury caused by the issuance... of any permit..." applies to the issuance of this permit.

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Coastal Development Permit
4-23-0362

IMPORTANT: THIS PERMIT IS NOT VALID UNLESS AND UNTIL A COPY OF THE PERMIT WITH THE SIGNED ACKNOWLEDGEMENT HAS BEEN RETURNED TO THE COMMISSION OFFICE. 14 Cal. Admin. Code Section 13158(a).

Date: 1/4/2024

Signature: DocuSigned by: Charles W Ebeling E31E295C325E400...

STANDARD CONDITIONS:

1. **Notice of Receipt and Acknowledgment**. The permit is not valid and development shall not commence until a copy of the permit, signed by the permittee or authorized agent, acknowledging receipt of the permit and acceptance of the terms and conditions, is returned to the Commission office.

2. **Expiration.** If development has not commenced, the permit will expire two years from the date on which the Commission voted on the application. Development shall be pursued in a diligent manner and completed in a reasonable period of time. Application for extension of the permit must be made prior to the expiration date.

3. **Interpretation**. Any questions of intent or interpretation of any condition will be resolved by the Executive Director or the Commission.

4. **Assignment**. The permit may be assigned to any qualified person, provided assignee files with the Commission an affidavit accepting all terms and conditions of the permit.

5. **Terms and Conditions Run with the Land**. These terms and conditions shall be perpetual, and it is the intention of the Commission and the permittee to bind all future owners and possessors of the subject property to the terms and conditions.

SPECIAL CONDITIONS:

1. Final Project Plans. PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT, the applicant shall submit, for the review and written approval of the Executive Director, two full-size sets of project plans that remove the chain link fencing depicted between the multipurpose pathway and San Jose Creek. The final plans shall depict a low-profile and visually permeable fence, such as a split rail fence, in this location. The permittee shall undertake development in conformance with the approved final plans. Any proposed changes to the approved final plans shall be reported to the Executive Director. No changes to the approved final plans shall occur without a Coastal Commission approved amendment to the Coastal Development Permit, unless the

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Executive Director determines that no amendment is legally required.

2. Plans Conforming to Engineer's Recommendations. By acceptance of this permit, the permittee agrees to comply with the recommendations contained in all of the plans and reports prepared by a registered engineer that are referenced as Substantive File Documents. These recommendations, including recommendations concerning hydrology, culvert undercrossing installation, retaining walls, best management practices (BMPs), and drainage shall be incorporated into all final design and construction plans, which must be reviewed and approved by a registered engineer prior to commencement of development. The final plans approved by the engineer shall be in substantial conformance with the plans approved by the Commission relative to construction, grading, and drainage. Any substantial changes in the proposed development approved by the Commission that may be required by the consultant shall require an amendment to the permit, unless the Executive Director determines that no amendment is legally required.

3. Permanent Preservation of Habitat Mitigation Areas. By acceptance of this permit, the permittee agrees that no development, as defined in section 30106 of the Coastal Act, shall occur in the habitat mitigation areas, as shown on the final habitat enhancement, restoration, and creation site plan required pursuant to Special Condition Seven (7), except for the activities contained within the approved Final Biological Mitigation and Monitoring Plan. All mitigation areas shall be preserved as open space in perpetuity.

4. Interim Erosion Control Plans and Construction Responsibilities. PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT, the applicant shall submit to the Executive Director an Interim Erosion Control and Construction Best Management Practices Plan, prepared by a qualified, licensed professional. The qualified, licensed professional shall certify in writing that the Interim Erosion Control and Construction Best Management Practices (BMPs) plan are in conformance with the following requirements:

A. Erosion Control Plan

(i) The plan shall delineate the areas to be disturbed by grading or construction activities and shall include any temporary access roads, staging areas and stockpile areas. The natural areas on the site shall be clearly delineated on the plan and on-site with fencing or survey flags.

(ii) Include a narrative report describing all temporary run-off and erosion control measures to be used during construction.

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(iii) The plan shall identify and delineate on a site or grading plan the locations of all temporary erosion control measures

(iv) The plan shall specify that grading shall take place only during the dry season (April 1 – October 31). This period may be extended for a limited period of time if the situation warrants such a limited extension, if approved by the Executive Director. The applicant shall install or construct temporary sediment basins (including debris basins, desilting basins, or silt traps), temporary drains and swales, sand bag barriers, silt fencing, and shall stabilize any stockpiled fill with geofabric covers or other appropriate cover, install geotextiles or mats on all cut or fill slopes, and close and stabilize open trenches as soon as possible. Basins shall be sized to handle not less than a 10 year, 6 hour duration rainfall intensity event.

(v) The erosion control measures shall be required on the project site prior to or concurrent with the initial grading operations and maintained throughout the development process to minimize erosion and sediment from runoff waters during construction. All sediment should be retained on-site, unless removed to an appropriate, approved dumping location either outside of the coastal zone or within the coastal zone to a site permitted to receive fill.

(vi) The plan shall also include temporary erosion control measures should grading or site preparation cease for a period of more than 30 days, including but not limited to: stabilization of all stockpiled fill, access roads, disturbed soils and cut and fill slopes with geotextiles and/or mats, sand bag barriers, silt fencing; temporary drains and swales and sediment basins. The plans shall also specify that all disturbed areas shall be seeded with native grass species and include the technical specifications for seeding the disturbed areas. These temporary erosion control measures shall be monitored and maintained until grading or construction operations resume.

(vii) All temporary, construction related erosion control materials shall be comprised of bio-degradable materials (natural fiber, not photo-degradable plastics) and must be removed when permanent erosion control measures are in place. Bio-degradable erosion control materials may be left in place if they have been incorporated into the permanent landscaping design.

B. Construction Best Management Practices

(i) No demolition or construction materials, debris, or waste shall be placed or stored where it may enter sensitive habitat, receiving waters or a storm drain, or be subject to wave, wind, rain, or tidal erosion and dispersion.

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Coastal Development Permit
4-23-0362

(ii) Any and all debris resulting from demolition or construction activities shall be removed from the project site within 24 hours of completion of the project.

(iii) Demolition or construction debris and sediment shall be removed from work areas each day that demolition or construction occurs to prevent the accumulation of sediment and other debris that may be discharged into coastal waters.

(iv) All trash and debris shall be disposed in the proper trash and recycling receptacles at the end of every construction day.

(v) The applicant shall provide adequate disposal facilities for solid waste, including excess concrete, produced during demolition or construction.

(vi) All stock piles and construction materials shall be covered, enclosed on all sides, shall be located as far away as possible from drain inlets and any waterway, and shall not be stored in contact with the soil.

(vii) Machinery and equipment shall be maintained and washed in confined areas specifically designed to control runoff. Thinners or solvents shall not be discharged into sanitary or storm sewer systems.

(viii) The discharge of any hazardous materials into any receiving waters shall be prohibited.

(ix) Spill prevention and control measures shall be implemented to ensure the proper handling and storage of petroleum products and other construction materials. Measures shall include a designated fueling and vehicle maintenance area with appropriate berms and protection to prevent any spillage of gasoline or related petroleum products or contact with runoff. The area shall be located as far away from the receiving waters and storm drain inlets as possible.

(x) Best Management Practices (BMPs) and Good Housekeeping Practices (GHPs) designed to prevent spillage and/or runoff of demolition or construction-related materials, and to contain sediment or contaminants associated with demolition or construction activity, shall be implemented prior to the on-set of such activity

(xi) All BMPs shall be maintained in a functional condition throughout the duration of construction activity.

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C. The final Interim Erosion Control and Construction Best Management Practices Plan shall be in conformance with the site/ development plans approved by the Coastal Commission. Any necessary changes to the Coastal Commission approved site/development plans required by a qualified, licensed professional shall be reported to the Executive Director. No changes to the Coastal Commission approved final site/development plans shall occur without an amendment to the coastal development permit, unless the Executive Director determines that no amendment is required.

5. Sensitive Species Surveys. For any construction activities, the permittee shall retain the services of a qualified biologist or environmental resource specialist (hereinafter, "environmental resource specialist") to conduct sensitive species surveys (including birds and other terrestrial species) and monitor project operations associated with all construction activities. At least 30 calendar days prior to commencement of any construction activities, the permittee shall submit the name and qualifications of the environmental resource specialist, for the review and approval of the Executive Director. The permittee shall have the environmental resource specialist ensure that all project construction and operations are carried out consistent with the following:

A. The environmental resource specialist shall conduct surveys 30 calendar days prior to the approved construction activities to detect any active sensitive species, reproductive behavior, and active nests within 500 feet of the project site. Follow-up surveys must be conducted 3 calendar days prior to the initiation of construction and nest surveys must continue on a monthly basis throughout the nesting season or until the project is completed, whichever comes first.

B. In the event that any sensitive species are present in or adjacent to the construction area but do not exhibit reproductive behavior and are not within the estimated breeding/reproductive cycle of the subject species, the qualified biologist shall either: (1) initiate a salvage and relocation program prior to any construction activities to move sensitive species by hand to safe locations elsewhere along the project reach or (2) as appropriate, implement a resource avoidance program with sufficient buffer areas to ensure adverse impacts to such resources are avoided. The permittee shall also immediately notify the Executive Director of the presence of such species and which of the above actions are being taken. If the presence of any such sensitive species requires review by the United States Fish and Wildlife Service and/or the California Department of Fish and Wildlife, then no development activities shall be allowed or may continue until any such review and authorizations to proceed are received by the Coastal Commission, subject to the approval of the Executive Director.

C. If an active nest of a federally or state-listed threatened or endangered species, bird species of special concern, or any species of raptor or heron is found, the

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permittee shall notify the appropriate State and Federal agencies within 24 hours, including the Coastal Commission. The permittee's environmental resource specialist shall develop an appropriate action specific to each incident. The permittee shall write to the Coastal Commission by e-mail regarding determinations of State and Federal agencies.

D. If an active nest of any federally or state listed threatened or endangered species, species of special concern, or any species of raptor or heron is found within 300 feet of construction activities (500 feet for raptors), the permittee shall retain the services of an environmental resource specialist with experience conducting bird and noise surveys, to monitor bird behavior and construction noise levels. The environmental resources specialist shall be present at all relevant construction meetings and during all significant construction activities (those with potential noise impacts) to ensure that nesting birds are not disturbed by construction related noise. The environmental resource specialist shall monitor birds and noise every day at the beginning of the project and during all periods of significant construction activities. Construction activities may occur only if construction noise levels are at or below a peak of 65 dB at the nest(s) site. If construction noise exceeds a peak level of 65 dB at the nest(s) site, sound mitigation measures such as sound shields, blankets around smaller equipment, mixing concrete batches off-site, use of mufflers, and minimizing the use of back-up alarms shall be employed. If these sound mitigation measures do not reduce noise levels, construction within 300 ft. (500 ft. for raptors) of the nesting trees/areas shall cease and shall not recommence until either new sound mitigation can be employed or nesting is complete.

E. The environmental resource specialist shall be present during all construction, grading, excavation, and vegetation removal activities adjacent to San Jose Creek. The environmental resource specialist shall require the permittee to cease work should any breach in permit compliance occur, or if any unforeseen sensitive habitat issues arise. If significant impacts or damage occur to sensitive habitats or to wildlife species, the permittee shall be required to submit a revised, or supplemental program to adequately mitigate such impacts. The revised, or supplemental, program shall be processed as an amendment to this coastal development permit or a new coastal development permit.

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Coastal Development Permit
4-23-0362

6. Removal of Excavated Material. PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT, the applicant shall provide evidence to the Executive Director of the location of the disposal site for all excess excavated material and construction/demolition debris from the site. If the disposal site is located in the Coastal Zone, the disposal site must have a valid coastal development permit for the disposal of fill material. If the disposal site does not have a coastal permit, such a permit will be required prior to the disposal of material.

7. Final Biological Mitigation and Monitoring Plan. PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT, the applicant shall submit, for the review and approval of the Executive Director, a Final Biological Mitigation and Monitoring Plan for the enhancement/restoration/creation for all areas of the project site either temporarily or permanently disturbed by construction activities, and an exhibit depicting all mitigation areas located on-site and off-site. This program shall be prepared by a qualified biologist or environmental resource specialist. In addition to the information contained within the 'San Jose Creek Multi-purpose Path - Northern and Southern Segments Mitigation Plan', prepared by Rincon Consultants, Inc. (dated June 2023) the Final Biological Mitigation and Monitoring Plan shall contain the following:

A. Identification of all final mitigation sites and a mitigation program for 1.76 acres of habitat areas to be enhanced, restored, or re-established, that includes the following:

1. Habitat restoration shall include, at a minimum, removal of all invasive plant species identified as highly or moderately invasive by the California Invasive Plant Council on the site and revegetation of all disturbed and impacted areas with appropriate native species of local genetic stock, including areas where invasive and non-native plants were removed. Plans must indicate that invasive plant species shall be removed from all development and restoration areas for the life of the project.
2. Replacement trees and shrubs shall be planted immediately after completion of construction activities and shall consist of native species of appropriate local genetic stock.
3. Identification of the location, type, and height of any temporary fencing that will be used to protect mitigation areas. The plans shall also indicate when this fencing is to be removed.
4. Non-native or invasive species shall be removed by hand to the greatest extent possible. If the applicant's qualified biologist or environmental resource specialist determines that there are areas where invasive plants are widespread and well established, chemical treatment methods usings the least toxic and persistent herbicides and adjuvants appropriate for the target species may be the least environmentally damaging and efficient approach. If this is the case, the applicant must employ a California licensed Pest Control Advisor

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(PCA) to provide written recommendations for the appropriate Integrated Pest Management (IPM) approach including the appropriate herbicides and adjuvants and a detailed IPM plan must be submitted. For all work involving chemical application, a PCA or Qualified Licensed Applicator (QAL) must be on site.

5. Indication on plans that rodenticides containing any anticoagulant compounds (including, but not limited to, Warfarin, Brodifacoum, Bromadiolone or Diphacinone) shall not be used.
6. A baseline assessment, including photographs, of the current physical and ecological condition of the proposed restoration site, including, a biological survey, a description and map showing the area and distribution of existing vegetation types, and a map showing the distribution and abundance of any sensitive species.
7. A description of the goals of the mitigation and monitoring plan, including, as appropriate, topography, hydrology, vegetation types, sensitive species, and wildlife usage.
8. A plant palette (seed mix and container plants), planting design, source of plant material, and plant installation. The plant palette shall be made up exclusively of native plants that are appropriate to the habitat and region and that are grown from seeds or vegetative materials obtained from local natural habitats so as to protect the genetic makeup of natural populations. Horticultural varieties shall not be used. Plantings shall be maintained in good growing condition throughout the life of the project and, whenever necessary, shall be replaced with new plant materials to ensure continued compliance with the revegetation requirements. No plant species listed as highly or moderately invasive by the California Native Plant Society, the California Exotic Pest Plant Council, or by the State of California shall be employed or allowed to naturalize or persist on the site. No plant species listed as a 'noxious weed' by the State of California or the U.S. Federal Government shall be utilized or maintained within the property.
9. Sufficient technical detail in the mitigation and monitoring plan planting program, that includes, at a minimum, a description of planned site preparation, method and location of exotic species removal, timing of planting, plant locations and elevations on the baseline map, and maintenance timing and techniques.
10. A plan for documenting and reporting the physical and biological "as built" condition of the site within 30 days of completion of the initial restoration activities. The report shall describe the field implementation of the approved enhancement program in narrative and photographs, and report any problems in the implementation and their resolution.

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Coastal Development Permit
4-23-0362

B. A Monitoring Program to monitor all areas that are proposed to be enhanced, restored, or re-established. Said monitoring program shall set forth the monitoring design and guidelines, criteria and performance standards by which the success of the enhancement/restoration/creation shall be determined. The monitoring program shall include but not be limited to the following:

   1. Interim and Final Success Criteria. Interim and final success criteria shall include, as appropriate: species diversity, total ground cover of vegetation, vegetative cover of dominant species and definition of dominants, wildlife usage, hydrology, and presence and abundance of sensitive species or other individual "target" species. The basis for the selection of each performance criterion should be explained by referring to reference site data or peer-reviewed literature. Commonly, performance criteria take the form of, for example, "85% vegetative cover at the end of 5 years" without explanation. For some habitat types, this is too high, and for others it is too low. There must be some empirical basis for the selection of each performance criterion.
   2. Formal Monitoring (sampling) Design. The design of the field monitoring program should relate logically to the performance criteria and chosen methods of comparison. The monitoring design and the monitoring methods (e.g. quadrats, transects, photo plots) should be described in sufficient detail to enable an independent scientist to duplicate it.
   3. Sample Size. The estimated sample size for final performance monitoring should be based on a statistical power analysis conducted using data from the preliminary sampling. The results of the preliminary sample and the power analysis should be included in the plan. Generally, there should be sufficient replication to provide 90% power at an alpha of 0.10 to detect a difference that is biologically significant.
   4. Interim Monitoring Reports. The applicant shall submit, for the review and approval of the Executive Director, on an annual basis, for a period of five (5) years, a written monitoring report, prepared by a monitoring resource specialist indicating the progress and relative success or failure of the enhancement on the site. This report shall also include further recommendations and requirements for additional enhancement activities in order for the project to meet the criteria and performance standards. This report shall also include photographs taken from pre-designated sites (annotated to a copy of the site plans) indicating the progress of recovery at each of the sites. Each report shall be cumulative and shall summarize all previous results. Each report shall also include a "Performance Evaluation" section where information and results from the monitoring program are used to evaluate the status of the revegetation/enhancement project in relation to the interim performance standards and final success criteria.

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4-23-0362

5. Final Report. At the end of the five-year period, a final detailed report on the revegetation/enhancement shall be submitted for the review and approval of the Executive Director. If this report indicates that the revegetation/ enhancement project has, in part, or in whole, been unsuccessful, based on the performance standards specified in the restoration plan, the applicant(s) shall submit within 90 days a revised or supplemental restoration program to compensate for those portions of the original program which did not meet the approved success criteria. The revised or supplemental program shall be submitted to the Executive Director, for review and approval.
6. Monitoring Period and Mid-Course Corrections. Document success criteria, to provide a mechanism for making adjustments to the restoration sites when it is determined, through monitoring or other means that the restoration techniques are not working. During the five-year monitoring period, all artificial inputs (e.g., irrigation, soil amendments, plantings) shall be removed except for the purposes of providing mid-course corrections or maintenance to insure the survival of the revegetation/enhancement site. If these inputs are required beyond the first two years, then the monitoring program shall be extended for every additional year that such inputs are required, so that the success and sustainability of the revegetation/enhancement is insured. The revegetation/enhancement site shall not be considered successful until it is able to survive without artificial inputs. Documentation of the necessary management and maintenance requirements, and provisions for timely remediation should the need arise.

C. The applicant shall undertake development in accordance with the final approved plans. Any proposed changes to the approved final plans shall be reported to the Executive Director. No changes to the approved final plans shall occur without a Coastal Commission approved amendment to this coastal development permit or a new coastal development permit, unless the Executive Director determines that no new amendment or permit is legally required.

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8. Other Agency Approvals and Final Easement Documentation. PRIOR TO COMMENCEMENT OF CONSTRUCTION, the permittee shall provide to the Executive Director a copy of a permit, letter of permission, or evidence that no permit or permission is required from all other entities with review authority over the proposed project, including at a minimum the California Department of Fish and Wildlife, U.S. Army Corps of Engineers, and Regional Water Quality Control Board. The permittee shall also provide to the Executive Director a copy of final easement, right of entry, or other type of permission from the Southern California Gas Company as proof of ability to access the portion of Assessor Parcel Number 071-200-011. The permittee shall inform the Executive Director of any changes to the project required by any other such authorizations. Any such changes shall not be incorporated into the project until the permittee obtains an amendment to this coastal development permit, unless the Executive Director issues a written determination that no amendment is legally required.

9. Assumption of Risk, Waiver of Liability and Indemnity. By acceptance of this permit, the permittee acknowledges and agrees (i) that the site may be subject to hazards, including but not limited to storms, flooding, landslide, erosion, and earth movement, all of which will may worsen with future sea level rise; (ii) to assume the risks to the permittee and the property that is the subject of this permit of injury and damage from such hazards in connection with this permitted development; (iii) to unconditionally waive any claim of damage or liability against the Commission, its officers, agents, and employees for injury or damage from such hazards; and (iv) to indemnify and hold harmless the Commission, its officers, agents, and employees with respect to the Commission's approval of the project against any and all liability, claims, demands, damages, costs (including costs and fees incurred in defense of such claims), expenses, and amounts paid in settlement arising from any injury or damage due to such hazards.

10. Coastal Access Signage. PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT, the permittee shall submit, for the review and approval of the Executive Director, a Signage Plan that is consistent with the following requirements:

1. The Signage Plan shall include a map with the proposed locations of all public signs and detailed descriptions and graphic representations of the proposed signs.
2. The permittee shall identify the content and location of all signs and any other project elements that will be used to educate, facilitate, manage and provide public access to and along the trail.
3. Signs shall be sited and designed so as to provide clear information without impacting public views and site character.

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4-23-0362

4. New public access signs, including wayfinding, interpretive, and informational signs, shall be installed prior to, or immediately upon completion of, the adjacent construction activities. The wayfinding signs shall clearly direct the public to, and mark the locations of, public accessways and facilities. The wayfinding signs shall be conspicuously placed along the public accessways and display the standard Coastal Access Logo.
5. For any trail that is a component or segment of the California Coastal Trail, trail signage shall identify it as part of the California Coastal Trail and also include the California Coastal Trail logo.

Central Coast Regional Water Quality Control Board

November 8, 2023

VIA ELECTRONIC MAIL

Charles W. Ebeling
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA, 93117
Email: cebeling@cityofgoleta.org

Dear Charles W. Ebeling:

WATER QUALITY CERTIFICATION NO. 34223WQ33 FOR THE SAN JOSE CREEK MULTIPURPOSE PATH PROJECT, SANTA BARBARA COUNTY

Thank you for the opportunity to review your July 12, 2023 application for water quality certification of the San Jose Creek Multipurpose Path Project (Project). The application was completed on July 18, 2023. All supplemental information requested was received on October 30, 2023. The Project, if implemented as described in your application and with the additional mitigation and other conditions required by this Clean Water Act Section 401 Water Quality Certification (Certification), appears to be protective of beneficial uses of State waters. We are issuing the enclosed Certification. Should new information come to our attention that indicates a water quality problem, we may require additional monitoring and reporting, issue waste discharge requirements, or take other action.

Your Certification application and submitted documents indicate that Project activities have the potential to affect beneficial uses and water quality. The Central Coast Regional Water Quality Control Board (Central Coast Water Board) issues this Certification to protect water quality and associated beneficial uses from Project activities. We need reports to determine compliance with this Certification. All technical and monitoring reports requested in this Certification, or any time after, are required per section 13383 of the California Water Code. Failure to submit reports required by this Certification, or failure to submit a report of technical quality acceptable to the Executive Officer, may subject you to enforcement action per section 13385 of the California Water Code.

Any person affected by this Central Coast Water Board action may petition the State Water Resources Control Board (State Water Board) to review this action in accordance with California Water Code section 13320 and Title 23, California Code of Regulations, sections 2050 and 3867-3869. The State Water Board, Office of Chief Counsel, PO Box 100, Sacramento, CA 95812, must receive the petition within 30 days of the date of this Certification. We will provide upon request copies of the law and regulations applicable to filing petitions.

In compliance with Title 40, Code of Federal Regulations (CFR) Part 121.7(d)(2), an explanation for each certification condition is provided in Attachment A.

If you have questions, please contact **April Woods** at (805) 549 3332 or via email at April.Woods@waterboards.ca.gov or Phil Hammer at (805) 549-3882. Please mention the above certification number in all future correspondence pertaining to this Project.

Sincerely,

for
Ryan E. Lodge
Executive Officer

Enclosure: Action on Request for CWA Section 401 Water Quality Certification

cc: With enclosures

Lindsay Tisch, Dewberry Engineers Inc: ltisch@dewberry.com

Crystal Huerta, U.S. Army Corps of Engineers: crystal.huerta@usace.army.mil

Ed Pert, CA Department of Fish and Wildlife: Ed.Pert@wildlife.ca.gov

U.S. Environmental Protection Agency: R9cwa401@epa.gov

State Water Board 401 Program: Stateboard401@waterboards.ca.gov

Hayden Reed, Central Coast Water Board: Hayden.Reed@waterboards.ca.gov

Jesse Woodard, Central Coast Water Board: Jesse.Woodard@waterboards.ca.gov

April Woods, Central Coast Water Board: April.Woods@waterboards.ca.gov

Phil Hammer, Central Coast Water Board: Phillip.Hammer@waterboards.ca.gov

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Action on Request for
Clean Water Act Section 401 Water Quality Certification
for Discharge of Dredged and/or Fill Materials

PROJECT: San Jose Creek Multipurpose Path Project

PERMITTEE: Charles W. Ebeling
City of Goleta
130 Cremona Dr, Suite B
Goleta, CA, 93117

ACTION:

1. ☐ Order for Standard Certification
2. ■ Order for Technically Conditioned Certification
3. ☐ Order for Denial of Certification

STANDARD CONDITIONS:

1. This Certification action is subject to modification or revocation upon administrative or judicial review, including review and amendment per section 13330 of the California Water Code and section 3867 of Title 23 of the California Code of Regulations (23 CCR).

2. This Certification action is not intended to apply to any discharge from any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license unless the pertinent Certification application was filed per 23 CCR subsection 3855(b) and the application specifically identified that a FERC license or amendment to a FERC license was being sought.

3. The validity of any non-denial Certification action (Actions 1 and 2) is conditioned upon total payment of the fee required under 23 CCR section 3833, unless otherwise stated in writing by the certifying agency.

ADMINISTRATIVE CONDITIONS:

1. This Certification is subject to the acquisition of all local, regional, state, and federal permits and approvals as required by law. Failure to meet any conditions contained herein or any conditions contained in any other permit or approval issued by the State of California or any subdivision thereof may result in the revocation of this Certification and civil or criminal liability.

2. In the event of a violation or threatened violation of this Certification, the violation or threatened violation shall be subject to any remedies, penalties, process or sanctions as provided for under state law. For purposes of section 401(d) of the Clean Water Act, the applicability of any state law authorizing remedies, penalties, process or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this Certification.

3. In response to a suspected violation of any condition of this Certification, the Central Coast Water Board may require the holder of any permit or license subject to this Certification to furnish, under penalty of perjury, any technical or monitoring reports the Central Coast Water Board deems appropriate, provided that the burden, including costs, of the reports shall have a reasonable relationship to the need for the reports and the benefits obtained from the reports.

4. In response to any violation of the conditions of this Certification, the Central Coast Water Board may add to or modify the conditions of this Certification as appropriate to ensure compliance.

5. The Central Coast Water Board reserves the right to suspend, cancel, or modify and reissue this Certification, after providing notice to the Permittee, if the Central Coast Water Board determines that the Project fails to comply with any of the terms or conditions of this Certification.

6. A copy of this Certification, the application, and supporting documentation must be available at the Project site during construction for review by site personnel and agencies. A copy of this Certification must also be provided to the contractor and all subcontractors who will work at the Project site. All personnel performing work on the proposed Project shall be familiar with the content of this Certification and its posted location on the Project site.

7. The Permittee shall grant the Central Coast Water Board, or an authorized representative, upon presentation of credentials and other documents as may be required by law, permission to enter the Project site at reasonable times, to ensure compliance with the terms and conditions of this Certification and/or to determine the impacts the Project may have on waters of the State.

8. The Permittee must, at all times, fully comply with the application, engineering plans, specifications, and technical reports submitted to support this Certification; all subsequent submittals required as part of this Certification; and the attached Project Information and Conditions. The conditions within this Certification and attachment(s) supersede conflicting provisions within Permittee submittals.

9. The Permittee shall notify the Central Coast Water Board within 24 hours of any unauthorized discharge to waters of the U.S. and/or State; measures that were implemented to stop and contain the discharge; measures implemented to clean-up the discharge; the volume and type of materials discharged and recovered; and additional best management practices (BMPs) or other measures that will be implemented to prevent future discharges.

10. This Certification is not transferable to any person except after notice to the Executive Officer of the Central Coast Water Board. The Permittee shall submit this notice in writing at least 30 days in advance of any proposed transfer. The notice must include a written agreement between the existing and new responsible party containing a specific date for the transfer of this Certification's responsibility and coverage between the current responsible party and the new responsible party. This agreement shall include an acknowledgement that the existing responsible party is liable for compliance and violations up to the transfer date and that the new responsible party is liable from the transfer date on.

11. This Order and conditions contained herein continue to have full force and effect regardless of the expiration or revocation of any federal license or permit issued for the Project. For purposes of Clean Water Act, section 401(d), this condition constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements of state law. This Order expires if Project construction does not begin within five years from the date of this Order.

12. The total certification fee for this Project is $15,838. The remaining certification fee payable to the Central Coast Water Board is $0. Annual fees may apply.

CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS:

1. Environmental Review
   On July 1, 2022, the City of Goleta, as lead agency, adopted an initial study/mitigated negative declaration (IS/MND) (State Clearinghouse No. 2022070006) for the Project and filed a Notice of Determination at the State Clearinghouse on December 15, 2022. The Central Coast Water Board is a responsible agency under CEQA (Public Resources Code section 21069) and in making its determinations presumes that the City of Goleta's adopted environmental document comports with the requirements of CEQA and is valid (Public Resources Code section 21167.3). The Central Coast Water Board has reviewed and considered the environmental document and the environmental effects of the Project on water quality and beneficial uses (California Code of Regulations, title 14, section 15096(f)).

2. Incorporation by Reference
   Pursuant to CEQA, these Findings of Facts (Findings) support the issuance of this Order based on the Project IS/MND, the application for this Order, and other supplemental documentation. CEQA project impacts, including those discussed in subsection 3 below, are analyzed in the Project Final IS/MND which is incorporated herein by reference. CEQA mitigation, monitoring, and reporting requirements under the purview of the Central Coast Water Board are incorporated herein by reference. The Permittee's application for this Order, including all supplemental information provided, is incorporated herein by reference.

3. Findings
   The IS/MND describes the potential significant environmental effects to water resources that were mitigated in the IS/MND. Having considered the whole of the record, the Central Coast Water Board makes the following findings:

   a. Revisions in the project plans or proposals made by, or agreed to, by the applicant before the proposed mitigated negative declaration and initial study were released for public review avoid or mitigate the effects to a point where no significant effects would occur, and there is no substantial evidence, in light of the whole record before the agency, that the project as revised may have a significant effect on the environment (California Code of Regulations, title 14, section 15070).

      a.i. Potential Significant Impact: Construction activities involving soil disturbance, excavation, cutting or filling, and grading have the potential to discharge sediment and pollutants to San Jose Creek and downstream waters. The Project has the potential to produce contaminated stormwater runoff and contribute to the degradation of water quality.

a.ii. Facts in Support of Finding: Implementation of standard construction BMPs and adherence to the Project's Stormwater Pollution Prevention Plan throughout construction will avoid and minimize adverse effects to water quality caused by Project activities. Project impacts to water quality will be less than significant with the incorporation of appropriate erosion and sedimentation mitigation measures.

b.i. Potential Significant Impact: The use of heavy machinery during Project construction could result in minor fuel or oil spills during construction activities, resulting in discharge of pollutants to San Jose Creek and degradation of water quality and beneficial uses.

b.ii. Facts in Support of Finding: To avoid and minimize the risk of pollutant discharge to San Jose Creek, a toxic materials control and spill response plan will be developed to regulate the use of hazardous materials, such as the petroleum-based products used as fuel and lubricants for equipment and other potentially toxic materials associated with project construction. During construction, the cleaning and refueling of equipment and vehicles will occur only within a designated staging area located a minimum of 100 feet from aquatic areas, or if the area is less than 100 feet from aquatic areas, the area must be surrounded by barriers or secondary containment like fiber rolls or equivalent.

c.i. Potential Significant Impact: The Project has the potential to have a substantial adverse effect on riparian habitat because construction of the multipurpose path will require the removal of individual native trees.

c.ii. Facts in Support of Finding: The Project provides mitigation for impacts to riparian habitat and tree replacement for any removed native tree at a ratio of 3:1. The Project includes removal of non-native vegetation and re-vegetation with a native vegetation understory, which will directly improve ecological function of the riparian corridor.

4. Determination
   The Central Coast Water Board has determined that the Project, when implemented in accordance with the mitigation, monitoring, and reporting requirements, and the conditions in this Order, will not result in any significant adverse water resource impacts (California Code of Regulations, title 14, section 15096(h)).

CENTRAL COAST WATER BOARD CONTACT PERSON:

April Woods
(805) 549-332
April.Woods@waterboards.ca.gov

Please refer to the above certification number when corresponding with the Central Coast Water Board concerning this Project.

WATER QUALITY CERTIFICATION:

I hereby issue an order certifying that as long as all the conditions listed in this Certification are met, any discharge from the San Jose Creek Multipurpose Path Project shall comply with the applicable provisions of sections 301 ("Effluent Limitations"), 302 ("Water Quality Related Effluent Limitations"), 303 ("Water Quality Standards and Implementation Plans"), 306

("National Standards of Performance"), and 307 ("Toxic and Pretreatment Effluent Standards") of the Clean Water Act. This discharge is also regulated pursuant to State Water Board Water Quality Order No. 2003-0017-DWQ, which requires compliance with all conditions of this Certification.

Except insofar as may be modified by any preceding conditions, all Certification actions are contingent on (a) the discharge being limited and all proposed mitigation being completed in strict compliance with the Permittee's Project description, Certification conditions, and the attached Project Information and Conditions, and (b) compliance with all applicable requirements of the Central Coast Water Board's policies and Water Quality Control Plan (Basin Plan).

for
Ryan E. Lodge
Executive Officer
Central Coast Water Board

PROJECT INFORMATION AND CONDITIONS

Application Date	Received: July 12, 2023 Completed: October 30, 2023
Permittee	Charles W. Ebeling City of Goleta 130 Cremona Dr, Suite B Goleta, CA, 93117 cebeling@cityofgoleta.org (805) 961-7569
Permittee Representatives	Lindsay Tisch Dewberry Engineers, Inc. 11060 White Rock Rd, Suite 200 Rancho Cordova, CA, 95670 ltisch@dewberry.com (916) 822-3983
Project Name	San Jose Creek Multipurpose Path Project
Application Number	34223WQ33
Type of Project	Transportation - Roads, Highways and Bridges
Project Location	Goleta Northern Segment - Latitude: 34.440107, Longitude: -119.816587 Southern Segment - Latitude: 34.427581, Longitude: -119.824386
County	Santa Barbra
Receiving Water(s)	South Coast Hydrologic Unit 315.31, San Jose Creek South Coast Hydrologic Unit 315.31, adjacent unnamed coastal salt marsh wetlands
Water Body Type	Streambank, Streambed, Salt Marsh
Designated Beneficial Uses	Municipal and Domestic Supply (MUN) Agricultural Supply (AGR) Ground Water Recharge (GWR) Water Contact Recreation (REC-1) Non-Contact Recreation (REC-2) Wildlife Habitat (WILD) Cold Fresh Water Habitat (COLD) Warm Fresh Water Habitat (WARM) Migration of Aquatic Organisms (MIGR) Spawning, Reproduction, and/or Early Development (SPWN) Rare, Threatened or Endangered Species (RARE) Freshwater Replenishment (FRSH) Commercial and Sport Fishing (COMM)
Project Description (purpose/goal)	The purpose of this Project is to extend and connect existing multipurpose path segments in the City of Goleta's regional active transport network from Calle Real to the Atascadero Creek Bikeway. The Central Coast Regional Water Quality Control Board (Central Coast Water Board) understands that the Project includes the following activities:

	1. Construction of the path in two segments: north and south. Construction in both segments will involve asphalt concrete construction, earthwork, and use of heavy equipment. 2. Preparation of the site involving clearing, grubbing, and tree removal. 3. Installation of retaining walls at multiple locations along the length of the path. Construction of concrete retaining walls will require formwork and excavation. Excavated soil will be used in Project areas that require fill. 4. Construction of stormwater management features, including brow ditches along the back of the retaining walls and connecting pipes under the trail, that will dispense to new creek outlets consisting of flared end sections with rock slope protection. 5. Replacement of an existing chain link fence with a concrete barrier and bicycle-pedestrian rail to separate the multipurpose path from an adjacent state highway. 6. Installation of several pedestrian passageways and covering, including a box culvert under State Route 217, a bicycle-pedestrian bridge providing access from South Kellogg Avenue over the San Jose Creek channel, and a protective canopy over the path at the Union Pacific Railroad bridge undercrossing.
U.S. Army Corps of Engineers Permit No.	Nationwide Permit 42 – Recreational Facilities
Dept. of Fish and Wildlife Streambed Alteration Agreement	Streambed Alteration Agreement is pending. Final, signed copy shall be forwarded immediately upon execution.
CEQA Information	Mitigated Negative Declaration Lead Agency: City of Goleta
Total Certification Fee	$15,838

Total Authorized Project Fill/Excavation Quantity

Aquatic Resource Type	Temporary Impact			Permanent Impact					
				Physical Loss of Area			Degradation of Ecological Condition		
	Acres	CY[1]	LF[1]	Acres	CY	LF	Acres	CY	LF
Riparian Zone	0.25	744	2,096	0.38	1,026	1,338			
Wetland				0.02	336	110			

Required Project Mitigation Quantity for Temporary Impacts

Aquatic Resource Type	Units	Method[2]				
		Est.	Re-est.	Reh.	Enh.	Pres.
Riparian Zone	Acres				0.25	
	LF				2,096	

[1] Cubic Yards (CY); Linear Feet (LF)

[2] Methods: establishment (Est.), reestablishment (Re-est.), rehabilitation (Reh.), enhancement (Enh.), preservation (Pres.)

Required Project Compensatory Mitigation Quantity for Permanent Physical Loss of Area							
Aquatic Resource Type	**Mit. Type[3]**	**Units**	**Method**				
			Est.	**Re-est.**	**Reh.**	**Enh.**	**Pres.**
Riparian Zone	PR	Acres		1.52			
Wetland	PR	Acres				0.06	
Mitigation Requirements	1. The Permittee shall implement compensatory mitigation installation, maintenance, and monitoring as described in San Jose Creek Multipurpose Path – North and Southern Segments Mitigation Plan dated June 2023. 2. Offsite compensatory mitigation shall be installed within 12 months of the commencement of Project construction. Onsite compensatory mitigation shall be installed within 12 months of completion of Project construction.						
Project Requirements	<u>The Permittee shall comply with the following requirements:</u> 1. All personnel who engage in construction activities or their oversight at the Project site (superintendent, construction manager, foreman, crew, contractor, biological monitor, etc.) must attend trainings on the conditions of this Certification and how to perform their duties in compliance with those conditions. Every person shall attend initial training within five working days of their start date at the Project site and follow-up trainings every six months until the Project is completed. Trainings shall be conducted by a qualified individual with expertise in 401 Water Quality Certification conditions and compliance. 2. All work performed within waters of the State shall be completed in a manner that minimizes impacts to beneficial uses and habitat. Measures shall be employed to minimize land disturbances that will adversely impact the water quality of waters of the State. Disturbance or removal of vegetation shall not exceed the minimum necessary to complete Project implementation. 3. Tree removal must be carried out according to the tree removal exhibit, *Appendix E - Tree Removal_Updated retained*, shared via email correspondence on October 18, 2023. Any alterations to these plans are subject to Central Coast Water Board staff approval. 4. Portions of the Project that occur below top of creek banks or in other waters of the State shall be stabilized for the winter prior to October 1 of each year, either by completing construction of those portions of the Project (including installation of permanent erosion control measures) or by implementing winterization stabilization measures capable of effectively stabilizing the area and preventing erosion under winter rain and flow conditions generated by the 10-year 24-hour storm event. No construction activities shall be conducted below top of creek banks or in other waters of the State during the winter period (October 1 – May 31), unless prior written approval has been obtained from the Central Coast Water Board. Requests to conduct construction activities below top of creek banks or in other waters of the State during the winter period shall be submitted to the Central Coast Water Board at least 21 days prior to the planned winter period work date. If approval is obtained, the Permittee shall implement the approved winter work as specified in the Central						

[3] Mitigation Type: in-lieu fee (ILF); mitigation bank (MB); permittee responsible (PR)

	Coast Water Board approval and as described in any documentation submitted by the Permittee while seeking the approval. 5. Erosion and sediment control measures shall be on site prior to the start of construction and kept on site at all times so they are immediately available for installation in anticipation of rain events. 6. The Permittee shall implement and maintain an effective combination of erosion and sediment control measures (e.g., revegetation, fiber rolls, erosion control blankets, hydromulching, compost, straw with tackifiers, temporary basins) to prevent erosion and capture sediment. The Permittee shall implement and maintain washout, trackout, dust control, and any other applicable source control BMPs. 7. Erosion and sediment control measures and other construction BMPs shall be implemented and maintained in accordance with all specifications governing their proper design, installation, operation, and maintenance. 8. At any time of year, the Permittee shall not conduct construction activities below top of creek banks or in other waters of the State during rain events or on any day for which the National Weather Service has predicted a 25% or more chance of at least 0.1-inch rain in 24 hours (Predicted Rain Event). The Permittee shall install effective erosion control, sediment control, and other protective measures no later than the day prior to the Predicted Rain Event, and prior to the start of any rainfall. Construction activities below top of creek banks or in other waters of the State may resume after the rain has ceased, the National Weather Service predicts clear weather for at least 24 hours, and site conditions are dry enough to continue work without discharge of sediment or other pollutants from the Project site. 9. Any material stockpiled that is not actively being used during construction shall be covered and surrounded with a linear sediment barrier. 10. The Permittee shall retain a spill plan and appropriate spill control and clean up materials (e.g., oil absorbent pads) onsite in case spills occur. 11. The Permittee shall confine all trash and debris in appropriate enclosed bins and dispose of the trash and debris at an approved site at least weekly. 12. All construction vehicles and equipment used on site shall be well maintained and checked daily for fuel, oil, and hydraulic fluid leaks or other problems that could result in spills of toxic materials. 13. All vehicle fueling and maintenance activity shall occur at least 100 feet away from waterways and in designated staging areas, unless a requested exception on a case-by case basis granted by prior written approval has been obtained from the Central Coast Water Board. 14. Dewatering and stream diversion measures are not currently authorized. If the Project requires dewatering or diversion, the Permittee shall submit detailed dewatering/ diversion plans for Central Coast Water Board approval at least 21 days prior to any dewatering or diversion. Dewatering/diversion plans shall include the area to be dewatered, timing of dewatering, and method of dewatering to be implemented. All temporary dewatering/diversion methods shall be designed to have the minimum necessary impacts to waters of the State to isolate the immediate work area. All dewatering/diversion methods shall be installed such that natural flow is maintained upstream and downstream of the

	Project area. Any temporary dams or diversions shall be installed such that the diversion does not cause sedimentation, siltation, or erosion upstream or downstream of the Project area. All dewatering/diversion materials, including sand or gravel from coffer dams, shall be removed immediately upon completion of dewatering/diversion activities. Dewatering or diversion shall not commence until the Permittee has obtained Central Coast Water Board approval of the dewatering/diversion plans. Any dewatering/diversion must be implemented in compliance with approved dewatering/diversion plans. 15. All post-construction BMPs, including but not limited to culverts, ditches, outlets, and energy dissipators, shall be implemented and functioning prior to completion of the Project. 16. All construction-related equipment, materials, and any temporary BMPs no longer needed shall be removed and cleared from the site upon completion of the Project. 17. The Central Coast Water Board shall be notified if mitigations as described in the 401 Water Quality Certification application for this Project are altered by the imposition of subsequent permit conditions by any local, state or federal regulatory authority. The Permittee shall inform the Central Coast Water Board of any modifications that interfere with compliance with this Certification.
Monitoring and Reporting Requirements	The Permittee shall conduct the following monitoring: 1. Visually inspect the Project site and areas of waters of the State adjacent to Project impact areas following completion of Project construction and for five subsequent rainy seasons to ensure that the Project is not causing excessive erosion, stream instability, or other water quality problems. Evaluate channel geomorphology, including an assessment of the stability of the channel banks, an assessment of any scour or mass wasting visible on or along the creek banks, an assessment of the formation and/or propagation of knickpoints within the channel, and an assessment of any accumulation of sediment. If the Project reach and areas of water of the State adjacent to Project impact areas are not geomorphologically stable at the end of year five, the Permittee shall work with the U.S. Army Corps of Engineers, California Department of Fish and Game, and Central Coast Water Board to prepare an analysis of the cause of the instability. If deemed necessary by the regulatory agencies, remedial actions shall be implemented by the Permittee. 2. Monitor the compensatory mitigation site for five years. If success criteria are not achieved within that time, continue annual monitoring and maintenance until success criteria are achieved. Compensatory mitigation monitoring shall include assessment of growth, survival, percent cover, general health and stature, signs of reproduction, progress towards achieving success criteria, and any other measures identified in the San Jose Creek Multipurpose Path – North and Southern Segments Mitigation Plan dated June 2023. **The Permittee shall provide the following reporting to RB3_401Reporting@waterboards.ca.gov [Note: Annual fees are based on submittal and approval of reporting item 3 below]:**

	1. Streambed Alteration Agreement – Submit a signed copy of the Department of Fish and Wildlife's streambed alteration agreement to the Central Coast Water Board immediately upon execution. 2. Construction Commencement Notification - At least seven days in advance of any ground disturbing or grubbing activities, submit notification to the Central Coast Water Board of the date when Project construction will begin. 3. **Certification Termination Report – <u>To terminate Certification coverage</u>, the Permittee must submit for Central Coast Water Board review and approval a <u>Certification Termination Report</u> demonstrating compensatory mitigation success criteria achievement and monitoring completion.** The Certification Termination Report shall include all information required for Annual Project Status Reports as specified below. The Certification Termination Report may serve as the final Annual Project Status Report. The Certification Termination Report submittal must include "Certification Termination Report" in the title. 4. Annual Project Status Report – **The Permittee shall submit to the Central Coast Water Board an Annual Project Status Report <u>by May 31 of each year following the issuance of this Certification, regardless of whether Project construction has started.</u>** At a minimum, Annual Project Status Reports shall address activities conducted during the prior calendar year. The Permittee shall submit Annual Project Status Reports until the Permittee has conducted all required monitoring, mitigation has achieved all success criteria, and the Permittee has submitted a Certification Termination Report. Each Annual Project Status Report shall include at a minimum: a. The status of the Project (e.g., construction not started, construction started, or construction complete). b. The date of construction initiation, if applicable. c. The date of construction completion, if applicable. d. If Project construction is complete: i. A summary of daily activities, monitoring and inspection observations, and problems incurred and actions taken; ii. Status of permanent post-construction stormwater management BMPs, including photo documentation of all BMPs; iii. Identification of when site personnel trainings occurred, description of the topics covered during trainings, and confirmation that every person engaged in construction activities or their oversight at the Project site was trained initially and every six months thereafter. iv. A description of the results of the annual visual inspection of the Project site and areas of waters of the State adjacent to Project impact areas, including: 1. Erosion conditions; 2. Stream stability conditions; 3. Water quality and beneficial use conditions; 4. Clearly identified photo-documentation of all areas of permanent and temporary impact, prior to and after Project construction; and

	5. Clearly identified representative photo-documentation of other Project areas, prior to and after Project construction. v. If the visual inspection monitoring period is over, but water quality problems persist, the Annual Report shall identify corrective measures to be undertaken, including extension of the monitoring period until the Project is no longer causing excessive erosion, stream instability, or other water quality problems. e. Mitigation reporting, if mitigation installation has started, include the following information: i. Date mitigation installation was initiated and, if applicable, the date mitigation installation was completed; ii. Confirmation that mitigation was installed according to the requirements of this Certification and as described in the application, San Jose Creek Multipurpose Path – North and Southern Segments Mitigation Plan dated June 2023, and any other associated submittals; iii. Analysis of monitoring data collected in the field; iv. Quantification of growth, percent cover, survival, general health and stature, signs of reproduction, and documentation of progress toward achieving all mitigation performance criteria; v. Qualitative and quantitative comparisons of current mitigation conditions with preconstruction conditions and previous mitigation monitoring results; vi. Any remedial or maintenance actions taken or needed; vii. Any additional information specified in the San Jose Creek Multipurpose Path – North and Southern Segments Mitigation Plan dated June 2023; and viii. Annual photo-documentation representative of all mitigation areas, taken from vantage points from which changes in size and cover of plants are evident. Compare photos of installed mitigation with photos of the mitigation areas prior to installation. f. A description of mitigation completion status that identifies the amount of mitigation monitoring and maintenance remaining, or certifies and demonstrates that mitigation is complete, all required mitigation monitoring and maintenance has been conducted, and all success criteria achieved. If the monitoring period is over, but all success criteria have not been achieved, the Annual Project Status Report shall identify corrective measures to be undertaken, including extension of the monitoring period until the criteria are met.

Attachment A - 40 CFR Part 121.7 Information

The purpose of Attachment A is to provide information pursuant to title 40, Code of Federal Regulations (40 CFR) part 121.7(d)(2), which necessitates that all Certification conditions be accompanied by an explanation of why the condition is necessary to assure that any discharge authorized under the Certification will comply with water quality requirements, and a citation to federal, state, or tribal law that authorizes the condition.

Notwithstanding any determinations by the U.S. Army Corps of Engineers or other federal agency made pursuant to 40 CFR section 121.9, dischargers must comply with the entirety of this Certification because the Certification also serves as waste discharge requirements in accordance with State Water Resources Control Board (State Water Board) Water Quality General Order No. 2003-0017-DWQ.

This attachment includes citations to some sources of authority that are applicable to all Certification conditions. These sources are specifically identified where they are most relevant but are also generally applicable to the conditions below. California Code of Regulations, title 23,[4] chapter 28 sets forth regulations pertaining to water quality certifications. Conditions are set forth in this Certification to assure that the discharge complies with water quality objectives adopted or approved under sections 13170 or 13245 of the California Water Code. These conditions are also generally required to comply with the state's Anti-Degradation Policy (State Water Board Resolution No. 68-16), which requires that for any "activity which produces or may produce a waste or increased volume or concentration of waste and which discharges or proposes to discharge to existing high quality waters will be required to meet waste discharge requirements which will result in the best practicable treatment or control of the discharge necessary to assure that (a) a pollution or nuisance will not occur and (b) the highest water quality consistent with maximum benefit to the people of the state will be maintained." All Regional Water Boards' Water Quality Control Plans incorporate the state's Anti-Degradation Policy by reference. The state Anti-Degradation Policy incorporates the federal Antidegradation Policy (40 CFR Part 131.12 (a)(1)), which requires "[e]xisting instream water uses and the level of water quality necessary to protect the existing uses shall be maintained and protected." According to the United States Environmental Protection Agency (USEPA), discharges of dredged or fill material comply with the federal Antidegradation Policy by complying with USEPA's section 404(b)(1) Guidelines. The State Water Board adopted a modified version of USEPA's section 404(b)(1) Guidelines in the Dredge or Fill Procedures (State Supplemental Guidelines).

STANDARD CONDITIONS

Standard Condition No. 1

This is a standard condition that "shall be included as conditions of all water quality certification actions" (California Code of Regulations section 3860(a)).

[4] Unless as otherwise noted, all citations are to title 23 of California Code of Regulations.

Standard Condition No. 2
This is a standard condition that "shall be included as conditions of all water quality certification actions" (California Code of Regulations section 3860(a)).

Standard Condition No. 3
This is a standard condition that "shall be included as conditions of all water quality certification actions" (California Code of Regulations section 3860(a)). This fee requirement condition is also required pursuant to California Code of Regulations sections 3861(c)(4) and 3833(b), which require payment of fees by Project proponents discharging dredge or fill material.

ADMINISTRATIVE CONDITIONS

Administrative Condition No. 1
This condition is required pursuant to California Code of Regulations section 3856(e), which requires that copies be provided to the Water Boards of "any final and signed federal, state, and local licenses, permits, and agreements (or copies of the draft documents, if not finalized) that will be required for any construction, operation, maintenance, or other actions associated with the activity. If no final or draft document is available, a list of all remaining agency regulatory approvals being sought shall be included."

Administrative Condition No. 2
This condition provides notice of the Water Boards' rights to levee penalties as allowed by state law in order to protect water quality.

Administrative Condition No. 3
California Water Code section 13267 authorizes the Central Coast Water Board to require any person or entity who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste within the region to furnish, under penalty of perjury, technical or monitoring reports when necessary to investigate the quality of any waters of the state. These reports are necessary to ensure compliance with water quality standards.

Administrative Condition Nos. 4, 5
In the event of non-compliance, modified conditions may be necessary to return the discharger to compliance and prevent violation of water quality standards. If a Permittee is violating the terms of a Certification that protect water quality standards, canceling the Certification halts authorization to discharge, which can ensure compliance with water quality standards. California Water Code section 13381 states that waste discharge requirements or dredged or fill material permits may be terminated or modified for cause, including, but not limited to, all of the following: (a) Violation of any condition contained in the requirements or permits; (b) Obtaining the requirements by misrepresentation, or failure to disclose fully all relevant facts; and (c) A change in any condition that requires either a temporary or permanent reduction or elimination of the permitted discharge.

Administrative Condition No. 6
This condition requires site personnel and agencies to be familiar with the content of the Certification and availability of the document at the Project site. This condition is required to assure that any authorized discharge will comply with the terms and conditions of the Certification, which requires compliance with water quality objectives and beneficial uses adopted or approved under sections 13170 or 13245 of the California Water Code.

Administrative Condition No. 7
Conditions related to site access requirements are authorized pursuant to the Central Coast Water Board's authority to investigate the quality of any waters of the state within its region under California Water Code section 13267. California Water Code section 13267(c) provides that "the regional board may inspect the facilities of any person to ascertain whether the purposes of this division are being met and waste discharge requirements are being complied with."

Administrative Condition No. 8
This Certification is issued based on information submitted by the applicant. If the applicant does not implement the Project in accordance with the submitted information, the Project may not comply with water quality standards. Therefore, the applicant must implement the Project as described in order for compliance with water quality standards to be assured, in accordance with water quality objectives and beneficial uses adopted or approved under sections 13170 or 13245 of the California Water Code.

Administrative Condition No. 9
This condition related to the accidental discharge of hazardous materials is necessary to assure that discharges comply with any water quality objectives adopted or approved under sections 13170 or 13245 of the California Water Code. Conditions related to notification and reporting requirements in the event of an accidental discharge of hazardous materials are required pursuant to section 13271 of the California Water Code, which requires immediate notification of the Office of Emergency Services of the discharge in accordance with the spill reporting provision of the state toxic disaster contingency plan adopted pursuant to article 3.7 (commencing with Section 8574.16) of chapter 7 of division 1 of title 2 of the Government Code. These monitoring and reporting requirements are also consistent with the Central Coast Water Board's authority to investigate the quality of any waters of the state within its region under California Water Code sections 13267 and 13383. The reports related to accidental discharges also ensure that corrective actions, if any, that are necessary to minimize the impact or clean up such discharges can be taken as soon as possible in order to achieve compliance with water quality standards.

Administrative Condition No. 10
Authorization under this Certification is granted based on the application information submitted, including the legally responsible party. Notification is necessary to confirm whether the new owner wishes to assume legal responsibility for compliance with this Certification. If not, the original discharger remains responsible for compliance with this Certification. Correct identification of a legally responsible party is necessary to ensure compliance with water quality standards. California Water Code section 13264 prohibits any discharge that is not specifically authorized in this Certification.

Administrative Condition No. 11
In accordance with State Water Resources Control Board Water Quality Order No. 2003-0017-DWQ, waste discharge requirements are issued to all persons proposing to discharge dredged or fill material to waters of the United States where such discharge is also subject to the water quality certification requirements of Clean Water Act section 401 and such certification has been issued by the Central Coast Water Board. In order to meet the provisions contained in Division 7 of Clean Water Act and regulations adopted thereunder, Order No. 2003-0017-DWQ requires dischargers to implement all the terms and conditions of the applicable certification issued for

the discharge irrespective of whether the federal license or permit for which the Certification was obtained is subsequently deemed invalid because the water body subject to the discharge has been deemed outside of federal jurisdiction. In addition, continued compliance with certification/waste discharge requirements is necessary, regardless of federal permit status, to ensure compliance with water quality standards is maintained.

Administrative Condition No. 12
This fee requirement condition is required pursuant to California Code of Regulations sections 3861(c)(4) and 3833(b), which require payment of fees by Project proponents enrolling in this Certification.

PROJECT INFORMATION AND CONDITIONS

Required Project Mitigation and Compensatory Mitigation Quantities; Compensatory Mitigation Requirements

Conditions related to restoration and/or mitigation of temporary impacts are required to ensure that the discharge complies with water quality standards adopted or approved under sections 13170 or 13245 of the California Water Code. These conditions are also consistent with the Dredge or Fill Procedures, which require "in all cases where temporary impacts are proposed, a draft restoration plan that outlines design, implementation, assessment, and maintenance for restoring areas of temporary impacts to pre-project conditions" (Dredge or Fill Procedures section IV. A.2(d) and B.4). Restoration and/or mitigation of temporary impacts is necessary to control discharges of waste, such as sediment from disturbed areas, so that compliance with water quality standards is maintained. Restoration requirements for temporary impacts are also authorized by California Water Code section 13263, which requires the imposition of requirements that implement water quality control plans and take into consideration the beneficial uses to be protected and the need to prevent nuisance.

Conditions regarding compensatory mitigation are necessary to ensure compliance with state and federal anti-degradation policies. Compensatory mitigation requirements are consistent with State Supplemental Guidelines section 230.10 restrictions on discharge and Dredge or Fill Procedures section IV.B.1.a (California Code of Regulations section 3013), which specifies that the Water Boards will approve a project only after it has been determined that a sequence of actions has been taken to first avoid, then to minimize, and lastly to compensate for adverse impacts that cannot be practicably avoided or minimized (see also California Code of Regulations section 3856(h), requiring submittal of proposed mitigation and description of steps taken to avoid, minimize, or compensate). Compensatory mitigation conditions are consistent with Executive Order W-59-93, commonly referred to as California's "no net loss" policy for wetlands. Compensatory mitigation requirements are also authorized by California Water Code section 13263, which requires the imposition of requirements that implement water quality control plans and take into consideration the beneficial uses to be protected and the need to prevent nuisance.

Project Requirements

Project Requirement No. 1
This condition requires site personnel and agencies to be familiar with the content of the Certification. Familiarity with the requirements of this Certification is necessary to ensure that any authorized discharge will comply with the terms and conditions of the Certification, which

requires compliance with water quality objectives and beneficial uses adopted or approved under sections 13170 or 13245 of the California Water Code.

Project Requirement No. 2
Conditions related to compliance with water quality objectives and designated beneficial uses are required pursuant to the state's Anti-Degradation Policy (State Board Resolution No. 68-16), which requires that for any "activity which produces or may produce a waste or increased volume or concentration of waste and which discharges or proposes to discharge to existing high quality waters will be required to meet waste discharge requirements which will result in the best practicable treatment or control of the discharge necessary to assure that (a) a pollution or nuisance will not occur and (b) the highest water quality consistent with maximum benefit to the people of the state will be maintained." The state Anti-Degradation Policy incorporates the federal Antidegradation Policy (40 CFR Part 131.12 (a)(1)), which states: "[e]xisting instream water uses and the level of water quality necessary to protect the existing uses shall be maintained and protected." According to USEPA, dischargers of dredged or fill material comply with the federal Antidegradation Policy by complying with USEPA's section 404(b)(1) Guidelines. The State Water Boards adopted a modified version of USEPA's section 404(b)(1) Guidelines in the Dredge or Fill Procedures (State Supplemental Guidelines).

Project Requirement No. 3
This condition limits the scope of work to what is defined in the application and supporting documents. Authorization under this Certification is granted based on the submitted application information. California Water Code section 13264 prohibits any discharge that is not specifically authorized in this Certification. As such, dischargers must inform the Central Coast Water Board of modifications so they may be addressed. This condition is necessary to ensure the Project remains eligible for coverage under this Certification if Project modifications become necessary after Certification has occurred. California Water Code sections 13267 and 13383 authorize the Central Coast Water Board to require submittal of information.

Project Requirements Nos. 4-9
Disturbed areas in delineated waters must be stabilized prior to a rainfall event to assure that sediment is controlled and the discharge from the proposed Project will comply with water quality objectives established for surface waters. The Water Quality Control Plan for the Central Coastal Region, section 4.8.5.2, states: "timing [of construction activities] should be established with reference to environmental sensitivity factors such as fish migrations, spawning or hatching, and minimum stream flow conditions."

Conditions related to stormwater management are required to comply with Water Quality Control Plans and to ensure that the discharge complies with water quality objectives adopted or approved under Sections 13170 or 13245 of the California Water Code. Post-rain erosion and sedimentation problems can contribute to significant degradation of the waters of the state; therefore, it is necessary to take corrective action to eliminate such discharges in order to avoid or minimize such degradation. Design, implementation, and maintenance of control measures and best management practices (BMPs) described in the conditions will assure compliance with water quality objectives for sediment, turbidity, temperature, suspended material, and settleable material. The Water Quality Control Plan for the Central Coastal Region, section 3.3.2, prohibits alteration of the suspended sediment load and suspended sediment discharge rate of surface waters in such as manner as to cause nuisance or adversely affect beneficial uses.

onditions related to erosion and sediment control design requirements are required to sustain fluvial geomorphic equilibrium. Improperly designed and installed BMPs result in excess sediment, which impairs surface waters, adversely affect beneficial uses, and results in violations of water quality objectives in the Water Quality Control Plans in California. Water Quality Control Plans impose design requirements to ensure excess stormwater sediment does not exceed water quality objectives in the plans. For example: “Unless authorized, or exempt by the California Water Code or the Basin Plan, the discharge or threatened discharge of sand, silt, clay, bark, slash, sawdust, or other organic or earthen materials into any waters of the State from soil disturbance activities in quantities deleterious to fish, wildlife, and other beneficial uses is prohibited. Unless authorized, or exempt by the California Water Code or the Basin Plan, placing or disposal of sand, silt, clay, bark, slash, sawdust, or other organic or earthen materials from soil disturbance activities at locations above the anticipated high water line of any waters of the State where they may be washed into said waters by rainfall or runoff in quantities deleterious to fish, wildlife, and other beneficial uses is prohibited.” (Basin Plan, section 4.8.5.1).

Many waters in California are high in mercury either naturally or due to historic mining activities. This mercury, when discharged to waters of the state, can become bioavailable and impair beneficial uses including Subsistence Fishing (SUB) and Tribal Subsistence Fishing (T-SUB). Effective sediment control is required under the Tribal and Subsistence Fishing Beneficial Uses and Mercury Provisions (Cal. Code of Reg., section 3010.)

In addition, disturbed areas in delineated waters must be stabilized prior to a rainfall event to ensure that the discharge from the proposed Project will comply with water quality objectives established for surface waters. For example, the Water Quality Control Plan for the Central Coastal Region, section 3.3.2, prohibits the suspended sediment load and suspended sediment discharge rate of surface waters not to be altered in such as manner as to cause nuisance or adversely affect beneficial uses.

Conditions related to stormwater management are required to comply with the Water Quality Control Plans and to ensure that the discharge complies with water quality objectives adopted or approved under sections 13170 or 13245 of the California Water Code. Post-rain erosion and sedimentation problems can contribute to significant degradation of the waters of the state; therefore, it is necessary to take corrective action to eliminate such discharges in order to avoid or minimize such degradation. Implementation of control measures and BMPs described in the conditions will assure compliance with water quality objectives for sediment, turbidity, temperature, suspended material, and settleable material. For example, the Water Quality Control Plan for the Central Coastal Region, section 4.6.4.1, prohibits the discharge of solid wastes “to rivers, streams, creeks, or any natural drainageways or flood plains of the foregoing.”

<u>Project Requirement No. 10</u>
On-site availability of materials and supplies ensures BMPs can be reasonably implemented and that the discharge complies with water quality objectives. This condition and other conditions related to BMPs are consistent with the Central Coast Water Board’s authority to establish, “[w]ater quality conditions that could reasonably be achieved through the coordinated control of all factors which affect water quality in the area” pursuant to Water Code section 13241(c). The activities authorized under this Certification have the potential to result in a discharge that exceed water quality objectives and work in waters of the state must not cause an exceedance of water quality objectives. As required by California Water Code section 13369, all Water Quality Control Plans incentivize the use of BMPs to prevent prohibited discharges into waters of the state.

Project Requirement No. 11
California Water Code section 13264 prohibits any discharge that is not specifically authorized in this Certification. This condition is necessary to prevent violation of state discharge prohibitions that protect water quality objectives. Water Quality Control Plans prohibit the discharge of construction materials and byproducts from being discharged into waters of the state. For example, section 4.6.4.1 of the Water Quality Control Plan for the Central Coast Region prohibits the discharge of solid wastes "to rivers, streams, creeks, or any natural drainageways or flood plains of the foregoing."

This condition prohibiting discharge of materials detrimental to water quality or hazardous to aquatic life is also consistent with the Dredge or Fill Procedures, Appendix A, Subpart H, which requires actions to minimize and avoid adverse effects, including actions concerning the location of discharged material and controlling the material after the discharge (section 230.70 et seq.).

Project Requirements Nos. 12 - 13
These conditions are required pursuant to the Water Quality Control Plan for the Central Coastal Basin and the Policy for Implementation of Toxics Standards for Inland Surface Waters, Enclosed Bays, and Estuaries of California (SIP), which prohibit the discharge of substances in concentrations toxic to human, plant, animal, or aquatic life. For example, the SIP states: "All waters shall be maintained free of toxic substances in concentrations which are toxic to, or which produce detrimental physiological responses in, human, plant, animal, or aquatic life." In addition, "Survival of aquatic life in surface waters subjected to a waste discharge or other controllable water quality conditions, shall not be less than that for the same waterbody in areas unaffected by the waste discharge …" (Water Quality Control Plan for the Central Coastal Basin, section 3.3.2.1). Conditions related to toxic and hazardous materials are necessary to ensure that discharges comply with any water quality objectives adopted or approved under sections 13170 or 13245 of the California Water Code.

Project Requirement No. 14
Work in waters of the state must not cause exceedances of water quality objectives; accordingly, these conditions require implementation of best practicable treatments and controls to prevent pollution and nuisance and to maintain water quality. Consistent with the Dredge or Fill Procedures section IV.A.2.c, water quality monitoring plans are required for any in-water work, including temporary dewatering or diversions. Appropriate stream diversion and dewatering measures are BMPs needed to ensure that 1) the discharge shall not adversely affect the beneficial uses of the receiving water or cause a condition of nuisance; 2) the discharge shall comply with all applicable water quality objectives; and 3) treatment and control of the discharge shall be implemented to ensure that pollution and nuisance will not occur, and the highest water quality is maintained.

These conditions are also required pursuant to the state's Antidegradation Policy (State Water Board Resolution No. 68-16), which requires that any "activity which produces or may produce a waste or increased volume or concentration of waste and which discharges or proposes to discharge to existing high quality waters will be required to meet waste discharge requirements which will result in the best practicable treatment or control of the discharge necessary to assure that (a) a pollution or nuisance will not occur and (b) the highest water quality consistent with maximum benefit to the people of the state will be maintained." All Water Quality Control Plans incorporate the state's Antidegradation Policy by reference.

If surface waters or ponded waters are not appropriately diverted from areas undergoing grading, construction, excavation, and/or vegetation removal, the waters will be susceptible to erosion and increased sediment loads, contamination and pollution from construction equipment, temperature fluctuations, etc. Diverting waters away from these areas will ensure that the discharge will not exceed water quality objectives, adversely affect beneficial uses of the receiving waters, or cause a condition of nuisance. Dewatered areas must also be stabilized prior to a rainfall event to assure that the discharge from the proposed Project will comply with water quality objectives established for surface waters. For example, the Water Quality Control Plan for the Central Coastal Region, section 3.3.2, prohibits alteration of the suspended sediment load and suspended sediment discharge rate of surface waters in such as manner as to cause nuisance or adversely affect beneficial uses.

Project Requirement No. 15
Authorization under this Certification is granted based on the application information submitted. California Water Code section 13264 prohibits any discharge that is not specifically authorized in this Certification. Conditions related to post-construction stormwater management are required to comply with Water Quality Control Plans and to ensure that the discharge complies with water quality objectives adopted or approved under Sections 13170 or 13245 of the California Water Code. Post-construction pollution, erosion, and sedimentation problems can contribute to significant degradation of the waters of the state; therefore, it is necessary to take corrective action to control the volume, velocity, frequency, and discharge duration of such discharges in order to avoid or minimize such degradation. Design, implementation, and maintenance of control measures and BMPs described in the conditions will assure compliance with water quality objectives including pollutants, toxic compounds, sediment, turbidity, suspended material, and settleable material that may result from modification of watershed processes. The Water Quality Control Plan for the Central Coastal Region, section 3.3.2, prohibits alteration of the suspended sediment load and suspended sediment discharge rate of surface waters in such as manner as to cause nuisance or adversely affect beneficial uses. Section 3.3.2 also requires that all waters shall be maintained free of toxic substances in concentrations which are toxic to, or which produce detrimental physiological responses in human, plant, animal, or aquatic life. As such, dischargers must inform the Central Coast Water Board of modifications so they may be addressed. California Water Code sections 13267 and 13383 authorize the Central Coast Water Board to require submittal of information.

Project Requirement No. 16
California Water Code section 13264 prohibits any discharge that is not specifically authorized in this Certification. This condition is necessary to prevent violation of state discharge prohibitions that protect water quality objectives. Water Quality Control Plans prohibit the discharge of construction materials and byproducts from being discharged into waters of the state. For example, “Unless authorized, or exempt by the California Water Code or the Basin Plan, the discharge or threatened discharge of sand, silt, clay, bark, slash, sawdust, or other organic or earthen materials into any waters of the State from soil disturbance activities in quantities deleterious to fish, wildlife, and other beneficial uses is prohibited. Unless authorized, or exempt by the California Water Code or the Basin Plan, placing or disposal of sand, silt, clay, bark, slash, sawdust, or other organic or earthen materials from soil disturbance activities at locations above the anticipated high water line of any waters of the State where they may be washed into said waters by rainfall or runoff in quantities deleterious to fish, wildlife, and other beneficial uses is prohibited.” (Basin Plan, section 4.8.5.1).

This condition prohibiting discharge of materials detrimental to water quality or hazardous to aquatic life is also consistent with the Dredge or Fill Procedures, Appendix A, Subpart H, which

requires actions to minimize and avoid adverse effects, including actions concerning the location of discharged material and controlling the material after the discharge (section 230.70 et seq.).

Project Requirement No. 17
Authorization under this Certification is granted based on the submitted application information. California Water Code section 13264 prohibits any discharge that is not specifically authorized in this Certification. As such, dischargers must inform the Central Coast Water Board of modifications so they may be addressed. This condition is necessary to ensure the Project remains eligible for coverage under this Certification if Project modifications become necessary after Certification has occurred. California Water Code sections 13267 and 13383 authorize the Central Coast Water Board to require submittal of information.

Monitoring and Reporting Requirements

These monitoring and reporting requirements are also consistent with the Central Coast Water Board's authority to investigate the quality of any waters of the state within its region under California Water Code sections 13267 and 13383. The reports confirm that the BMPs and other measures required under this order are sufficient to protect beneficial uses and water quality objectives. Conditions regarding monitoring and reporting of BMP implementation and mitigation are necessary to ensure compliance with state and federal anti-degradation policies and Executive Order W-59-93, commonly referred to as California's "no net loss" policy for wetlands.

The condition for a streambed alteration agreement submittal is required pursuant to California Code of Regulations section 3856(e), which requires that copies be provided to the Water Boards of "any final and signed federal, state, and local licenses, permits, and agreements (or copies of the draft documents, if not finalized) that will be required for any construction, operation, maintenance, or other actions associated with the activity. If no final or draft document is available, a list of all remaining agency regulatory approvals being sought shall be included."

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APPENDIX E

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS LOS ANGELES DISTRICT
60 SOUTH CALIFORNIA STREET, SUITE 201
VENTURA, CA 93001-2598

January 17, 2024

SUBJECT: Nationwide Permit (NWP) Verification

Theresa Lopes
City of Goleta
130 Cremona Drive, Suite B
Goleta, California 93117

Dear Ms. Lopes:

I am responding to your request dated July 8, 2023, for a Department of the Army (DA) permit for your proposed project, San Jose creek Multipurpose Path Project (File No. SPL-2023-00728-CLH). The proposed project is located from Calle Real to Armitos Ave (Northern Segment) and from South Kellogg Avenue to the existing Atascadero Creek Bikeway (Obern Trail) (Southern Segment) in the City of Goleta, Santa Barbara County, California (Northern Segment Lat: 34.440107; Southern Segment Lat: 34.427581; Northern Segment Long: -119.816587; Southern Segment Long: -119.824386).

Because this project would result in a discharge of dredged and/or fill material into waters of the U.S., a Department of the Army permit is required pursuant to Section 404 of the Clean Water Act (33 USC 1344; 33 CFR parts 323 and 330).

I have determined construction of your proposed project, if constructed as described in your application, would comply with NWP 42 Recreational Facilities. Specifically, and as shown in the enclosed figure(s), you are authorized to:

1. Permanently impact 0.005 acre within non-wetland waters of the U.S. associated with grading and the placement of RSP to dissipate and filter flow within the Northern Segment.
2. Temporarily impact 0.030 acre of non-wetland waters of the U.S. associated with stream diversion within the Northern Segment.
3. Permanently impact 0.020 acre of southern coastal salt marsh habitat by the alignment within wetland waters of the U.S. located within the Southern Segment.

For this NWP verification letter to be valid, you must comply with all of the terms and conditions in Enclosure 1. Furthermore, you must comply with the non-discretionary Special Conditions listed below:

1. This permit is contingent upon the issuance of a Coastal Zone Management Act (CZMA) consistency certification by the California Coastal Commission. The Permittee shall abide by the terms and conditions of the CZMA consistency certification. The Permittee shall submit the CZMA consistency certification to the Corps Regulatory Division (preferably via email) within two weeks of receipt from the issuing state agency. The Permittee shall not proceed with construction until receiving an email or other written notification from Corps Regulatory Division acknowledging the CZMA consistency certification has been received, reviewed, and determined to be acceptable. If the California Coastal Commission fails to act on a request for concurrence with your certification within six months after receipt, please notify the Corps so we may consider whether to presume a concurrence pursuant to 33 CFR 325.2(b)(2)(ii).

2. The Permittee shall comply with the terms and conditions of the Clean Water Act Section 401 Water Quality Certification (WQC) (34223WQ33) dated November 8, 2023.

3. This Corps permit does not authorize you to take any threatened or endangered species, in particular the California red-legged frog *(Rana draytonii)*, the endangered southern California (SC) Distinct Population Segment (DPS) of steelhead (*Oncorhynchus mykiss*) and designated critical habitat for the species. Additionally, the federally endangered least Bell's vireo *(Vireo bellii pusillus),* southwestern willow flycatcher *(Empidonax traillii extimus*) and tidewater goby *(Eucyclogobius newberryi)* and its critical habitat. In order to legally take a listed species, you must have separate authorization under the Endangered Species Act (ESA) (e.g. ESA Section 10 permit, or a Biological Opinion (BO) under ESA Section 7, with "incidental take" provisions with which you must comply). The enclosed FWS and NMFS BO (FWS: BO No. 2023-0040330-S7-002 dated June 28, 2023 and NMFS: BO No. WCRO-2023-00844 dated September 14, 2023) contains mandatory terms and conditions to implement the reasonable and prudent measures that are associated with "incidental take" that is also specified in the BO. Your authorization under this Corps permit is conditional upon your compliance with all of the mandatory terms and conditions associated with incidental take of the attached BO, the terms and conditions of which are incorporated by reference in this permit. Failure to comply with the terms and conditions associated with incidental take of the BO, where a take of the listed species occurs, would constitute an unauthorized take, and it would also constitute non-compliance with your Corps permit.

4. Within 30 days of completion of the authorized work, you must sign and return the enclosed Certificate of Compliance (in accordance with General Condition 30).

5. Within 45 calendar days of completion of authorized work in waters of the U.S., the Permittee shall submit to the Corps Regulatory Division a post-project implementation memorandum including the following information:

   A) Date(s) work within waters of the U.S. was initiated and completed;
   B) Summary of compliance status with each special condition of this permit (including any noncompliance that previously occurred or is currently occurring and corrective actions taken or proposed to achieve compliance);
   C) Color photographs (including map of photopoints) taken at the project site before and after construction for those aspects directly associated with permanent impacts to waters of the U.S. such that the extent of authorized fills can be verified;
   D) One copy of "as built" drawings for the entire project. Electronic submittal (Adobe PDF format) is preferred. All sheets must be signed, dated, and to-scale. If submitting paper copies, sheets must be no larger than 11 x 17 inches; and
   E) Signed Certification of Compliance (attached as part of this permit package).

This verification is valid through March 14, 2026. If on March 14, 2026 you have commenced or are under contract to commence the permitted activity you will have an additional twelve (12) months to complete the activity under the present NWP terms and conditions. However, if I discover noncompliance or unauthorized activities associated with the permitted activity I may request the use of discretionary authority in accordance with procedures in 33 CFR part 330.4(e) and 33 CFR part 330.5(c) or (d) to modify, suspend, or revoke this specific verification at an earlier date. Additionally, at the national level the Chief of Engineers, any time prior to March 14, 2026, may choose to modify, suspend, or revoke the nationwide use of a NWP after following procedures set forth in 33 CFR part 330.5. It is incumbent upon you to comply with all of the terms and conditions of this NWP verification and to remain informed of any change to the NWPs.

A NWP does not grant any property rights or exclusive privileges. Additionally, it does not authorize any injury to the property, rights of others, nor does it authorize interference with any existing or proposed Federal project. Furthermore, it does not obviate the need to obtain other Federal, state, or local authorizations required by law.

Thank you for participating in our regulatory program. If you have any questions, please contact me at (805) 585-2143 or via email at Crystal.L.Huerta@usace.army.mil. Please help me to evaluate and improve the regulatory experience for others by completing the customer survey form at https://regulatory.ops.usace.army.mil/customer-service-survey/.

Sincerely,

Crystal L.M. Huerta
Senior Project Manager
North Coast Branch
Regulatory Division

Enclosures

LOS ANGELES DISTRICT
U.S. ARMY CORPS OF ENGINEERS

CERTIFICATE OF COMPLIANCE WITH DEPARTMENT OF THE ARMY NATIONWIDE PERMIT

Permit Number: *SPL-2023-00728-CLH*

Name of Permittee: *City of Santa Barbara, Attention: Lindsey Tisch*

Date of Issuance: *January 17, 2024*

Upon completion of the activity authorized by this permit and the mitigation required by this permit, sign this certificate, and email it to Crystal.L.Huerta@usace.army.mil or splregventura@usace.army.mil.

I hereby certify that the authorized work and any required compensatory mitigation has been completed in accordance with the NWP authorization, including all general, regional, or activity-specific conditions. Furthermore, if credits from a mitigation bank or in-lieu fee program were used to satisfy compensatory mitigation requirements I have attached the documentation required by 33 CFR 332.3(l)(3) to confirm that the appropriate number and resource type of credits have been secured.

_____

Signature of Permittee Date

CITY OF GOLETA

APPENDIX D
ENVIRONMENTAL COMMITMENTS RECORD

FOR

SAN JOSE CREEK MULTIPURPOSE PATH PROJECT

Back of Cover Sheet

Environmental Commitments Record (ECR)

DIST-CO-RTE: 05 - SB - VAR **PM/PM:** 0.000/0.000 **EA/Project ID:** 05-1K630_ / 0518000229
Project Description: Construct Class I bicycle/pedestrian path
Date (Last modification): 10/12/2022
Environmental Planner: Michael Hollier **Phone:** 805-441-4086
Construction Liaison: Barrett Holland **Phone:** 805-549-3573
Resident Engineer: **Phone:**

PERMITS

Permit	Agency	Application Submitted	Permit Received	Permit Expiration	Permit Requirements Completed by	Permit Requirements Completed on	Comments
1600	California Department of Fish & Wildlife	7/17/23	1/26/24				
401	Regional Water Quality Control Board	7/12/23	10/30/23				
404 Nationwide Verification	US Army Corps of Engineers	7/12/23	1/17/24				
BO (FWS)	US Fish and Wildlife	6/12/23	6/28/23				
BO (NMFS)	National Marine Fisheries Service	5/18/23	9/15/23				
Coastal Development Permit	Coastal Commission	6/26/23	12/27/24				
Technical Assistance (FWS)	US Fish and Wildlife		7/30/22				
Technical Assistance (NMFS)	National Marine Fisheries Service		6/29/22				

ENVIRONMENTAL COMMITMENTS

Environmental Commitments Record for San Jose Creek Bikeway

Category	Task and Brief Description	Source	Included in PS&E Package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA

PS&E/BEFORE RTL

Category	Task and Brief Description	Source	Included in PS&E Package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA
Biology	Protective fencing will be constructed around environmentally sensitive areas, habitats of special concern, and natural communities to protect and avoid these areas.	Env Doc	SSP	Biologist, Design	The Biologist will work with Design to establish and depict ESAs and the location of ESA fencing on the project plans.	11/15/23	M. Hollier	10/19/23		Yes, BIO-2
Biology	Riparian habitat located in the vicinity of the project will be protected by installing high-visibility construction fencing. Fencing will be installed along the edge of construction areas including temporary and permanent access roads where construction will occur within 200 feet of the edge of riparian habitat (as determined by a qualified biologist). The location of fencing will be marked in the field with stakes and flagging and shown on the construction drawings. The construction specifications will contain clear language that prohibits construction-related activities, vehicle operation, material and equipment storage, trenching, grading, or other surface-disturbing activities outside of the designated construction area. Signs will be erected along the protective fencing at a maximum spacing of one sign per 50 feet of fencing. The signs will state: “This area is environmentally sensitive; no construction or other operations may occur beyond this fencing. Violators may be subject to prosecution, fines, and imprisonment.” The signs will be clearly readable at a distance of 20 feet and will be maintained for the duration of construction activities in the area.	Env Doc	SSP	Biologist, Design	The Biologist will work with Design to establish and depict ESAs and the location of ESA fencing on the project plans.	11/15/23	M. Hollier	10/19/23		Yes, BIO-2
Biology	A Conceptual Habitat Restoration Plan, which will include a Tree Replacement Plan, will be prepared during final design and included in the final permit packages prepared by the City. This plan will include a formal tree survey conducted by a Board Certified Master Arborist or a Registered Consulting Arborist. The Conceptual Habitat Restoration Plan will include species, quantities, and locations of replacement plantings. This plan will also include planting specifications and grading plans to ensure survival of planted vegetation and reestablishment of functions and values. Replacement plantings will be in kind, utilizing locally present/native species. Planting locations will be prioritized to the project site and immediate vicinity, as space allows, followed off-site replacement in close proximity to the project site, and finally off-site but within the	Env Doc	n/a	Biologist, Design, Landscape Architect	The Biologist will work with the Landscape architect and Design to prepare a Conceptual Habitat Restoration Plan that includes a Tree Replacement Plan, in accordance with the measure.	11/15/23				Yes, BIO-2

Environmental Commitments Record for San Jose Creek Bikeway

Category	Task and Brief Description	Source	Included in PS&E Package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA
	greater Goleta area. The final Conceptual Habitat Restoration Plan will be consistent with standards and requirements from the applicable regulatory agencies.									
Biology	Where avoidance of riparian and jurisdictional wetland vegetation is not shown on the project plans, a revegetation plan and monitoring plan to restore native riparian habitat in the project vicinity to a self-sustaining, ecologically functioning plant community is required. This action will be sensitive to the habitat needs of southern California steelhead and tidewater goby, and thus will require input from the CDFW, USFWS and NOAA Fisheries. The revegetation plan will be approved during the permitting process.	Env Doc	n/a	Biologist, Design, Landscape Architect	The Biologist will work with the Landscape architect and Design to prepare a revegetation plan and monitoring plan to restore native riparian habitat in the project vicinity to a self-sustaining, ecologically functioning plant community in accordance with the measure.	11/15/23				Yes, BIO-2
Biology	The number of access routes, size of staging areas, and the total area of the activity will be limited to the minimum necessary to achieve the project's northern segment goals. Environmentally Sensitive Areas will be delineated to confine access routes and construction areas to the minimum area necessary to complete construction and minimize the impact to California red-legged frog habitat; this goal includes locating access routes and construction areas outside of wetlands and riparian areas to the maximum extent practicable.	Env Doc & BO	SSP	Biologist, Design, Resident Engineer, Compliance Liaison	The Biologist will work with Design to establish ESAs, access routes, staging areas, and activity areas to be noted on plans and marked in the field.	11/15/23	M. Hollier	10/19/23		Yes, BIO-4
Biology	The City of Goleta will attempt to schedule work activities for times of the year when impacts to the California red-legged frog would be minimal. For example, work that would affect large pools that may support breeding would be avoided, to the maximum degree practicable, during the breeding season (November through May). Isolated pools that are important to maintain California red-legged frogs through the driest portions of the year would be avoided, to the maximum degree practicable, during the late summer and early fall. Habitat assessments, surveys, and coordination between the City of Goleta and the USFWS during the planning of the project's northern segment will be used to assist in scheduling work activities to avoid sensitive habitats during key times of the year.	Env Doc & BO	SSP	Biologist, Design, Resident Engineer, Compliance Liaison	The Biologist will work with Design to establish construction work windows.	11/15/23				Yes, BIO-4
Biology	To control sedimentation during and after implementation of the project's northern segment, the City of Goleta, and the sponsoring agency will implement best management practices outlined in any authorizations or permits issued under the authorities of the Clean Water Act that it receives for the specific project. If best management practices are	Env Doc	n/a	Biologist, Design, Resident Engineer, Compliance Liaison	The Biologist will work with Design to establish and implement BMPs outlined in any authorizations or	11/15/23				Yes, BIO-4

Environmental Commitments Record for San Jose Creek Bikeway

Category	Task and Brief Description	Source	Included in PS&E Package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA
	ineffective, the City of Goleta will attempt to remedy the situation immediately, in coordination with the USFWS.				permits issued under the authorities of the Clean Water Act that it receives for the specific project.					
Biology	Riparian habitat located in the vicinity of the Proposed Action will be protected by installing high-visibility construction fencing. Fencing will be installed along the edge of construction areas including temporary and permanent access roads where construction will occur within 200 feet of the edge of riparian habitat (as determined by a qualified biologist). The location of fencing will be marked in the field with stakes and flagging and shown on the construction drawings. The construction specifications will contain clear language that prohibits construction-related activities, vehicle operation, material and equipment storage, trenching, grading, or other surface-disturbing activities outside of the designated construction area. Signs will be erected along the protective fencing at a maximum spacing of one sign per 50 feet of fencing. The signs will state: “This area is environmentally sensitive; no construction or other operations may occur beyond this fencing. Violators may be subject to prosecution, fines, and imprisonment.” The signs will be clearly readable at a distance of 20 feet and will be maintained for the duration of construction activities in the area.	Env Doc	SSP	Biologist, Design, Resident Engineer, Compliance Liaison	The Biologist will work with Design to establish ESAs. The location of ESAs and fencing will be marked on plans and in the field.	11/15/23	M. Hollier	10/19/23		Yes, BIO-6
Biology	For temporarily impacted areas, a revegetation and monitoring plan to restore native riparian habitat in the Proposed Action vicinity to a self-sustaining, ecologically functioning plant community is required. This action will be sensitive to the habitat needs of southwestern willow flycatcher and least Bell’s vireo as well as for tidewater goby, southern California steelhead, and CRLF and thus will require input from the CDFW, USFWS and NOAA Fisheries. The revegetation plan will be approved during the permitting process.	Env Doc	n/a	Biologist, Design, Resident Engineer, Compliance Liaison	The Biologist will work with the Landscape architect and Design to prepare a revegetation and monitoring plan to restore native riparian habitat in the Proposed Action vicinity to a self-sustaining, ecologically functioning plant community.	11/15/23				Yes, BIO-6
Biology	Conduct all vegetation removal and grading activities during the non-breeding season (generally September 1 through January 31).	Env Doc	SSP	Biologist, Design, Resident Engineer, Compliance Liaison	The Biologist will work with Design to establish construction work windows.	11/15/23	M. Hollier	10/19/23		Yes, BIO-6
Visual Resources	During final design, the project engineer will coordinate with the City of Goleta Planning Department and Public Works	Env Doc	n/a	Landscape Architect,	The CIty will work with Caltrans Design and	11/15/23				Yes, AES-1

Environmental Commitments Record for San Jose Creek Bikeway

Category	Task and Brief Description	Source	Included in PS&E Package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA
	Department, and Caltrans for portions within State ROW, to incorporate the following features into final design. The City of Goleta will have final approval of the project design. · Safety fencing and rails on the multipurpose path bridge will be an open style, as determined in consultation with the City of Goleta and Caltrans. · Replacement roadside rail will be an open style, as determined in consultation with the City of Goleta, County of Santa Barbara, and Caltrans when is State ROW. · All fencing associated with the multipurpose path bridge structure and the bicycle/pedestrian path will be visually compatible with the SR 217 bridge rail and roadside rail, as determined in consultation with the City of Goleta, County of Santa Barbara, and Caltrans. No standard galvanized chain link fencing will be used except at the right-of-way line, as required. · At the box culvert, alternative type security fencing will be used that does not include barbed wire. · The retaining walls and concrete barriers will include aesthetic treatment, which can include but is not limited to low maintenance native shrubs or surface texturing, so that it visually recedes and reduces the potential for graffiti, as determined in consultation with the City of Goleta, County of Santa Barbara, and Caltrans.			Design	Landscape Architect to design and establish aesthetic treatment for rails, fencing, and retaining walls.					
Visual Resources	During final design, the project engineer will coordinate with a City of Goleta Planning Department and Public Works Department approved landscape architect and a Board Certified Master Arborist or Registered Consulting Arborist to prepare a tree replacement plan, as part of the Conceptual Habitat Restoration Plan. The Tree Replacement Plan will include species, quantities and locations of replacement plantings, and planting specifications for survival of planted trees. Tree replacement locations will be prioritized to the project site and immediate vicinity, as space allows, followed by off-site replacement in close proximity to the project site, and finally off-site but within the greater Goleta area. Trees will be replaced at a 1:1 ratio. Trees identified as riparian trees will be replaced at a 3:1 ratio. Specific to the trees in close proximity to US 101, trees will be replaced as close to the removal location as space allows. The final Tree Replacement Plan, included in the Conceptual Habitat Restoration Plan, will be consistent with standards and requirements from the applicable regulatory agencies.	Env Doc	n/a	Landscape Architect, Design	Design will coordinate with the City and a Board Certified Master Arborist or Registered Consulting Arborist to prepare a tree replacement plan in accordance with the measure.	11/15/23			Yes, AES-2
Visual Resources	The final plans shall depict a low-profile and visually permeable fence, such as a split rail fence, in between the multipurpose pathway and San Jose Creek. No changes to the approved final plans shall occur without a Coastal	CDP - State	n/a	Coastal Liaison, Landscape Architect, Env. Coordinator	Caltrans will verify the inclusion of a visually permeable fence on final design plans and	11/15/23				

Category	Task and Brief Description	Source	Included in PS&E Package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA
	Commission approved amendment to the Coastal Development Permit, unless the Executive Director determines that no amendment is legally required.				in bid items.					
Water Quality	Recommendations contained in all of the plans and reports prepared by a registered engineer that are referenced as Substantive File Documents, including recommendations concerning hydrology, culvert undercrossing installation, retaining walls, best management practices (BMPs), and drainage shall be incorporated into all final design and construction plans, which must be reviewed and approved by a registered engineer prior to commencement of development. The final plans approved by the engineer shall be in substantial conformance with the plans approved by the Commission relative to construction, grading, and drainage. Any substantial changes in the proposed development approved by the Commission that may be required by the consultant shall require an amendment to the permit, unless the Executive Director determines that no amendment is legally required.	CDP - State	n/a	Resident Engineer, Coastal Liaison	Caltrans will verify that the engineering recommendations are appropriately included in the final design and construction plans.	11/15/23				

PRE-CONSTRUCTION

Category	Task and Brief Description	Source	Included in PS&E Package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA
Biology	Before any tree removal in the Elk Grove monarch overwintering habitat, a qualified biologist will survey for the presence of roosting or aggregated, overwintering monarch butterflies.	Env Doc	SSP	Biologist, Resident Engineer, Compliance Liaison	The Biologist will conduct preconstruction surveys for overwintering monarch butterflies.	2/15/24				Yes, BIO-1
Biology	A temporary fence will be installed along the outer boundary of the buffer zone prior to and during any grading and construction activities on the site.	Env Doc	SSP	Biologist, Resident Engineer, Compliance Liaison	The Biologist will work with the Resident Engineer to install temporary fencing along the outer boundaries of buffer zones.	2/15/24				Yes, BIO-1
Biology	If an active roost or aggregation is present on the project site, any construction grading, or other development within 200 feet of the active roost, will be prohibited between October 1 and March 1.	Env Doc	SSP	Biologist, Resident Engineer, Compliance Liaison	The Biologist will work with the Resident Engineer to ensure that adequate buffers from work zones are established and maintained in accordance with the measure.	2/15/24				Yes, BIO-1

Environmental Commitments Record for San Jose Creek Bikeway

Category	Task and Brief Description	Source	Included in PS&E Package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA
Biology	The contractor will develop and implement a toxic materials control and spill response plan to regulate the use of hazardous materials, such as the petroleum-based products used as fuel and lubricants for equipment and other potentially toxic materials associated with project construction.	Env Doc	SSP	Biologist, Resident Engineer, Compliance Liaison	The City and Resident Engineer will ensure that the construction contractor develops and implements a toxic materials control and spill response plan to regulate the use of hazardous materials in accordance with the measure.	2/15/24				Yes, BIO-2
Biology	Existing vegetation not designated to be removed, will be protected, using temporary fencing or other protection devices where feasible, to reduce erosion and sedimentation.	Env Doc	SSP	Biologist, Resident Engineer, Compliance Liaison	The Biologist will work with the Resident Engineer to install temporary fencing or other protection devices to protect existing vegetation not designated for removal.	2/15/24				Yes, BIO-
Biology	Protective fencing will be constructed around environmentally sensitive areas, habitats of special concern, and natural communities to protect and avoid these areas.	Env Doc	SSP	Biologist, Resident Engineer, Compliance Liaison	The Biologist will work with the Resident Engineer to construct protective fencing around environmentally sensitive areas, habitats of special concern, and natural communities to protect and avoid these areas.	2/15/24				Yes, BIO-2
Biology	Riparian habitat located in the vicinity of the project will be protected by installing high-visibility construction fencing. Fencing will be installed along the edge of construction areas including temporary and permanent access roads where construction will occur within 200 feet of the edge of riparian habitat (as determined by a qualified biologist). The location of fencing will be marked in the field with stakes and flagging and shown on the construction drawings. The construction specifications will contain clear language that prohibits construction-related activities, vehicle operation, material and equipment storage, trenching, grading, or other surface-disturbing activities outside of the designated construction area. Signs will be erected along the protective fencing at a maximum spacing of one sign per 50 feet of fencing. The signs will state: “This area is environmentally sensitive; no construction or other operations may occur	Env Doc	SSP	Biologist, Resident Engineer, Compliance Liaison	The Biologist will work with the Resident Engineer to install high-visibility construction fencing to protect riparian habitat in accordance with the measure.	2/15/24				Yes, BIO-2

Environmental Commitments Record for San Jose Creek Bikeway

Category	Task and Brief Description	Source	Included in PS&E Package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA
	beyond this fencing. Violators may be subject to prosecution, fines, and imprisonment." The signs will be clearly readable at a distance of 20 feet and will be maintained for the duration of construction activities in the area.									
Biology	Ground disturbance will not begin until written approval is received from USFWS that the biologist is qualified to conduct the work, unless the individual(s) has/have been approved previously and the USFWS has not revoked that approval.	Env Doc & BO	NSSP	Biologist, Resident Engineer, Compliance Liaison	The Biologist will provide evidence of USFWS approval before the commencement of ground disturbance for the project.	2/15/24				Yes, BIO-4
Biology	A USFWS-approved biologist will survey the northern segment project site no more than 48 hours before the onset of work activities. If any life stage of the California red-legged frog is found and these individuals are likely to be killed or injured by work activities, the approved biologist will be allowed sufficient time to move them from the site before work begins. The USFWS-approved biologist will relocate the California red-legged frogs the shortest distance possible to a location that contains suitable habitat and that will not be affected by activities associated with the proposed project. The relocation site will be in the same drainage to the extent practicable. The City of Goleta will coordinate with the USFWS on the relocation site prior to the capture of any California red-legged frogs.	Env Doc & BO	SSP	Biologist, Resident Engineer, Compliance Liaison	The USFWS-approved Biologist will survey the site prior to construction and relocate California red-legged from as needed in accordance with the measure.	2/15/24				Yes, BIO-4
Biology	Before any activities begin on the northern segment of the project, a USFWS-approved biologist will conduct a training session for all construction personnel. At a minimum, the training will include a description of the California red-legged frog and its habitat, the specific measures that are being implemented to conserve the California red-legged frog for the northern segment, and the boundaries within which the project may be accomplished. Brochures, books, and briefings may be used in the training session, provided that a qualified person is on hand to answer any questions.	Env Doc & BO	SSP	Biologist, Resident Engineer, Compliance Liaison	The USFWS-approved Biologist will provide environmental training for the recognition and protection of California red-legged frog in accordance with the measure.	2/15/24				Yes, BIO-4
Biology	Within 48 hours prior to the start of construction activities, a qualified biologist will conduct a pre-construction survey of the proposed project site for Coast Range newt, northern California legless lizard, western pond turtle, and coast horned lizard. Individuals of these species present in the work area will be allowed to move out of the work area of their own volition. If relocation by humans occurs, the animal will be captured by a qualified biologist and	Env Doc	SSP	Biologist, Resident Engineer, Compliance Liaison	The Biologist will conduct preconstruction surveys and relocation for Coast Range newt, northern California legless lizard, western pond turtle, and coast	2/15/24				Yes, BIO-5

Environmental Commitments Record for San Jose Creek Bikeway

Category	Task and Brief Description	Source	Included in PS&E Package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA
	relocated out of harm's way to the nearest suitable habitat a minimum of 100 feet from the maintenance project work area where it was found.				horned lizard as needed in accordance with the measure.					
Biology	A Worker Environmental Awareness Training Program for construction personnel will be conducted by a qualified biologist for all construction workers, including contractors, prior to the commencement of construction activities. As needed, training will be conducted in Spanish for Spanish language speakers.	Env Doc	SSP	Biologist, Resident Engineer, Compliance Liaison	The Biologist will provide Worker Environmental Awareness Training Program for construction personnel in accordance with the measure.	2/15/24				Yes, BIO-5
Biology	Riparian habitat located in the vicinity of the Proposed Action will be protected by installing high-visibility construction fencing. Fencing will be installed along the edge of construction areas including temporary and permanent access roads where construction will occur within 200 feet of the edge of riparian habitat (as determined by a qualified biologist). The location of fencing will be marked in the field with stakes and flagging and shown on the construction drawings. The construction specifications will contain clear language that prohibits construction-related activities, vehicle operation, material and equipment storage, trenching, grading, or other surface-disturbing activities outside of the designated construction area. Signs will be erected along the protective fencing at a maximum spacing of one sign per 50 feet of fencing. The signs will state: "This area is environmentally sensitive; no construction or other operations may occur beyond this fencing. Violators may be subject to prosecution, fines, and imprisonment." The signs will be clearly readable at a distance of 20 feet and will be maintained for the duration of construction activities in the area.	Env Doc	SSP	Biologist, Resident Engineer, Compliance Liaison	The Biologist will work with the Resident Engineer to install high-visibility construction fencing around riparian habitat in accordance with the measure.	2/15/24				Yes, BIO-6
Biology	Conduct all vegetation removal and grading activities during the non-breeding season (September 1 through January 31).	Env Doc	SSP	Biologist, Resident Engineer, Compliance Liaison	The Resident Engineer will ensure that vegetation removal and grading activities occur during the on-breeding season (September 1 through January 31).	2/15/24				Yes, BIO-6
Biology	If construction, grading or other project-related activities are schedule during the breeding and nesting season (February 1 to August 31), preconstruction surveys for other migratory bird species will take place no less than 3 days prior to the beginning of construction and at least	Env Doc	SSP	Biologist, Resident Engineer, Compliance Liaison	The Resident Engineer will coordinate with the Biologist for preconstruction surveys in accordance	2/15/24				Yes, BIO-6

Environmental Commitments Record for San Jose Creek Bikeway

Category	Task and Brief Description	Source	Included in PS&E Package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA
	twice a week while construction takes place within suitable nesting habitat during the breeding and nesting season (February 1 to August 31). If the pre-construction surveys do identify nesting bird species within areas that are within 250 feet of construction activities, the following measures will be implemented: Project-related construction impacts will be avoided by establishment of appropriate no-work buffers to limit project-related construction activities near the nest site. The size of the no-work buffer zone will be determined in consultation with the CDFW. The no-work buffer zone will be delineated by highly visible temporary construction fencing. In consultation with CDFW, monitoring of nest activity by a qualified biologist will be required if the project-related construction activity has potential to adversely affect the nest or nesting behavior of the bird. No project-related construction activity will commence within the no-work buffer area until a qualified biologist and CDFW confirms that the nest is no longer active.				with the measure.					
Biology	o Five site visits, if negative, should be conducted between mid-February and the end of April. If survey is conducted early or late in the season, site visits should be spread out. Otherwise, visits can be on consecutive days. o Surveys should be conducted between 6:00 am and 10:00 am on days that are brisk but sunny. o A tape may not be used unless the surveyor has a Memorandum of Understanding issued by CDFW for such purpose. o Surveys should not interfere with any other bird nesting activity. o Surveys should extend outside the project area for standard distance depending on the type of work and ambient noise conditions. o All territorial individuals will be noted, as well as behavior (singing, scolding, perching together, nest building, feeding young, aerial chasing).	Env Doc	SSP	Biologist, Resident Engineer, Compliance Liaison	The Biologist will conduct surveys in accordance with the measure.	2/15/24				Yes, BIO-7
Biology	A pre-construction bat survey will be conducted by a qualified biologist/bat specialist in suitable habitat prior to April 1st. In the event that exclusionary measures are required prior to the active season of this species, no exclusionary efforts will be conducted during May 1st to August 31st of the construction year. If no roosting bats are found, no further mitigation will be necessary.	Env Doc	SSP	Biologist, Resident Engineer, Compliance Liaison	The Resident Engineer will coordinate with the Biologist for preconstruction surveys. The Biologist will conduct surveys in accordance with the measure.	2/15/24				Yes, BIO-8
Biology	If bats are detected within roosts at the time of the pre-construction survey, exclusionary measures will be	Env Doc	NSSP	Biologist, Resident	The Resident Engineer and Biologist will	2/15/24				Yes, BIO-8

Environmental Commitments Record for San Jose Creek Bikeway

Category	Task and Brief Description	Source	Included in PS&E Package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA
	implemented by a qualified biologist/bat specialist to exclude bats from roosts if the roost location is determined to potentially be impacted by construction activities. The timing and other methods of exclusionary measures will be developed by the qualified biologist in order to reduce stress on the bats while taking into account project schedule from the project as well as project schedules for project immediately adjacent to the project site. Exclusionary devices, such as one-way doors or tubes, as approved by CDFW, can be used to allow for bats to exit but not re-enter any occupied roosts. Expanding foam and plywood sheets can be used to prevent bats from entering unoccupied roosts. Exclusionary devices may be installed only after it has been determined that all bats have vacated the structure.			Engineer, Compliance Liaison	coordinate to implement exclusionary measure if bats are detected within roosts at the time of the pre-construction survey.					
Biology	No more than 14 days prior to construction activities, a pre-construction survey will be conducted within the BSA by a qualified biologist to determine the presence or absence of woodrat middens.	Env Doc	SSP	Biologist, Resident Engineer, Compliance Liaison	The Resident Engineer will coordinate with the Biologist for preconstruction surveys in accordance with the measure.	2/15/24				Yes, BIO-9
Biology	If woodrat middens are located during this survey, the qualified biologist will establish an ESA with a 25-ft buffer around each midden and no project activities requiring grading, mechanized equipment or vehicles, or large crews will be allowed within the 25-foot protective buffer.	Env Doc	SSP	Biologist, Resident Engineer, Compliance Liaison	The Resident Engineer and Biologist will coordinate to establish protective buffers if woodrat middens are located during the preconstruction survey,	2/15/24				Yes, BIO-9
Biology	If project activities cannot avoid impacting the middens, then a qualified biologist will dismantle the middens by hand prior to grading or vegetation removal activities. The midden dismantling will be conducted such that the midden material is slowly removed looking for young woodrats. The material will be placed in a pile at the closest adjacent undisturbed habitat and more than 50 feet from construction activities. If young are encountered during midden dismantling, the dismantling activity will be stopped and the material replaced back on the nest and the nest will be left alone and rechecked in 2 to 3 weeks to see if the young are out of the nest or capable of being out on their own (as determined by a qualified biologist); once the young can fend for themselves, the nest dismantling can continue.	Env Doc	NSSP	Biologist, Resident Engineer, Compliance Liaison	The Resident Engineer and Biologist will coordinate woodrat midden dismantling if project activities cannot avoid impacting the midden.	2/15/24				Yes, BIO-9
Biology	Standard construction BMPs will be described in full in the project's SWPPP or Water Pollution Control Plan (WPCP).	Env Doc	n/a	Biologist, Design,	Design will incorporate BMPs derived from the	11/15/23				Yes, BIO-2

Environmental Commitments Record for San Jose Creek Bikeway

Category	Task and Brief Description	Source	Included in PS&E Package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA
	These BMPs will be implemented throughout construction to avoid and minimize adverse effects to the water quality within the project site. Appropriate erosion control measures will be used (including, but not limited to, straw wattles, filter fences, vegetative buffer strips, or other accepted equivalents) to reduce siltation and contaminated runoff from project sites. All erosion control materials, including straw wattles and erosion control blanket material, used on-site will be biodegradable. Use of erosion control containing plastic monofilament will not be allowed as wildlife may become entrapped in this material. Wattles should be wrapped with 100 percent biodegradable materials like burlap, jute, or coir.			Resident Engineer, Compliance Liaison	project's SWPP or WPCP into the plans, specifications, and contract to be implemented by the construction contractor.					
Biology	Bio-1. Riparian habitat located in the vicinity of the project area will be protected by installing high-visibility construction fencing. Fencing will be installed along the edge of construction areas including temporary and permanent access roads where construction will occur within 200 feet of the edge of riparian habitat (as determined by a qualified biologist). The location of fencing will be marked in the field with stakes and flagging and shown on the construction drawings. The construction specifications will contain clear language that prohibits construction-related activities, vehicle operation, material and equipment storage, trenching, grading, or other surface-disturbing activities outside of the designated construction area. Signs will be erected along the protective fencing at a maximum spacing of one sign per 50 feet of fencing. The signs will state: “This area is environmentally sensitive; no construction or other operations may occur beyond this fencing. Violators may be subject to prosecution, fines, and imprisonment.” The signs will be clearly readable at a distance of 20 feet and will be maintained for the duration of construction activities in the area	BO USFWS	NSSP	Biologist, Resident Engineer, Compliance Liaison						
Biology	Bio-2. Where riparian vegetation occurs along the edge of the construction easement, the City will minimize the potential for long-term loss of riparian vegetation by trimming vegetation rather than removing the entire plant. Trimming will be conducted per the direction of a biologist and/or Certified Arborist.	BO USFWS	NSSP	Biologist, Resident Engineer, Compliance Liaison						
Biology	Bio-4. To avoid and minimize impacts to tree and shrub nesting species, the following measures will be implemented, as feasible: a) Conduct all vegetation removal and grading activities during the non-breeding season (generally September 1 through January 31).	BO USFWS		Biologist, Resident Engineer, Compliance Liaison						

Environmental Commitments Record for San Jose Creek Bikeway

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Biology	Bio-5. If construction, grading or other related activities are schedule during the breeding and nesting season (February 1 to August 31), preconstruction surveys for least Bell's vireo and southwestern willow flycatcher will take place no less than 3 days prior to the beginning of construction and at least twice a week while construction takes place within suitable nesting habitat during the breeding and nesting season (February 1 to August 31). a) If the pre-construction surveys identify nesting bird species within areas that are within 500 feet of construction activities, the following measures will be implemented: 1) Construction impacts will be avoided by establishment of appropriate no-work buffers to limit construction activities near the nest site. The size of the no work buffer zone will be determined with guidance form the Service and CDFW. The no-work buffer zone will be delineated by highly visible temporary construction fencing. Monitoring of nest activity by a qualified biologist will be required if the northern segment-related construction activity has potential to adversely affect the nest or nesting behavior of the bird. No construction activity will commence within the no-work buffer area until a qualified biologist, the Service, and CDFW confirms that the nest is no longer active.	BO USFWS		Biologist, Resident Engineer, Compliance Liaison						
Biology	Bio-1. The contractor will develop and implement a toxic materials control and spill response plan to regulate the use of hazardous materials, such as the petroleum-based products used as fuel and lubricants for equipment and other potentially toxic materials associated with construction.	BO USFWS		Biologist, Resident Engineer, Compliance Liaison						
Biology	Bio-2. Standard construction Best Management Practices (BMPs) will be described in full in the Strom Water Pollution Prevention Plan or Water Pollution Control Plan. These BMPs will be implemented throughout construction to avoid and minimize adverse impacts to the water quality within the project area. Appropriate erosion control measures will be used (including, but not limited to, straw wattles, filter fences, vegetative buffer strips, or other accepted equivalents) to reduce siltation and contaminated runoff from project areas. All erosion control materials, including straw wattles and erosion control blanket material, used on-site will be biodegradable. Use of erosion control containing plastic monofilament will not be allowed as wildlife may become entrapped in this material. Wattles	BO USFWS		Biologist, Resident Engineer, Compliance Liaison						

Environmental Commitments Record for San Jose Creek Bikeway

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	should be wrapped with 100 percent biodegradable materials like burlap, jute, or coir.									
Biology	Bio-3. Measures will be implemented during ground-disturbing activities to reduce erosion and sedimentation. These measures can include, but are not limited to, mulches, soil binders/erosion control blankets, silt fencing, fiber rolls, and temporary berms.	BO USFWS		Biologist, Resident Engineer, Compliance Liaison						
Biology	Bio-8. Protective fencing will be constructed around environmentally sensitive areas, habitats of special concern, and natural habitats to be avoided to minimize impacts to these areas.	BO USFWS		Biologist, Resident Engineer, Compliance Liaison						
Hazardous Waste	A California-licensed abatement contractor will conduct a survey for lead containing materials prior to demolition (including concrete elements) and contractor will submit a National Emission Standard for Hazardous Air Pollutants (NESHAP) notification. Per Section 14-9.02 of the asbestos NESHAP regulation, all “demolition activity” requires written notification even if there is no asbestos present. This notification should be typewritten and postmarked or delivered no later than ten days prior to the beginning of the asbestos demolition or removal activity. If lead containing materials are found, the following will be required: · Building materials associated with paint on structures, and paint on utilities should be abated by a California-licensed abatement contractor and disposed of as a hazardous waste in compliance with SSP 14-11.13 and other federal and state regulations for hazardous waste. · A Lead Compliance Plan should be prepared by the contractor for the disposal of lead-based paint. The grindings (which consist of the roadway material and the yellow and white color traffic stripes) will be removed and disposed of in accordance with Standard Special Provision 36-4 (Residue Containing High Lead Concentration Paints). In addition, the Lead Compliance Plan will also contain the following provision to address aerially-deposited lead: SSP 7-1.02K (6)(j)(iii) – Earth Material Containing Lead. · A California-licensed lead contractor should be required to perform all work that will disturb any lead-based paint as a result of planned or unplanned renovations in the project area, including the presence of yellow traffic striping and pavement markings that may contain lead-based paint. All such material must be removed and disposed of as a hazardous material in compliance with SSP 14-11.12.	Env Doc	SSP	City of Goleta, Design, Env Engineer	The City of Goleta will retain a California-licensed abatement contractor to conduct a survey for lead containing materials and will ensure that the contractor submit a National Emission Standard for Hazardous Air Pollutants (NESHAP) notification in accordance with the measure,	2/15/24				Yes, HAZ-1
Hazardous Waste	A California-licensed abatement contractor will sample and	Env Doc	SSP	City of Goleta,	The City of Goleta will	2/15/24				Yes, HAZ-2

Environmental Commitments Record for San Jose Creek Bikeway

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	test a representative sample of soils at the project site for hazardous levels of aerially deposited lead. Representative samples of exposed shallow soils will be collected at multiple locations along the project site and analyzed for total lead and extractable lead concentrations.			Design, Env Engineer	retain a California-licensed abatement contractor to conduct a sampling and testing for hazardous levels of aerially deposited lead.					
Permits	A qualified biologist or environmental resource specialist (hereinafter, “environmental resource specialist”) will conduct sensitive species surveys (including birds and other terrestrial species) and monitor project operations associated with all construction activities. The environmental resource specialist shall conduct surveys 30 calendar days prior to the approved construction activities to detect any active sensitive species, reproductive behavior, and active nests within 500 feet of the project site. Follow-up surveys must be conducted 3 calendar days prior to the initiation of construction and nest surveys must continue on a monthly basis throughout the nesting season or until the project is completed, whichever comes first.	CDP - State	NSSP	Biologist, Resident Engineer, Compliance Liaison, Coastal Liaison						
Permits	If an active nest of a federally or state-listed threatened or endangered species, bird species of special concern, or any species of raptor or heron is found, the City of Goleta shall notify the appropriate State and Federal agencies within 24 hours, including the Coastal Commission. The City of Goleta’s environmental resource specialist shall develop an appropriate action specific to each incident. The City of Goleta shall write to the Coastal Commission by e-mail regarding determinations of State and Federal agencies.	CDP - State	NSSP	Biologist, Resident Engineer, Compliance Liaison, Coastal Liaison						

CONSTRUCTION

Category	Task and Brief Description	Source	Included in PS&E Package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA
Biology	Measures will be implemented during ground-disturbing activities to reduce erosion and sedimentation. These measures can include, but are not limited to, mulches, soil binders/ erosion control blankets, silt fencing, fiber rolls, and temporary berms.	Env Doc	NSSP	Biologist, Resident Engineer, Compliance Liaison	The Resident Engineer and Compliance Liaison will ensure compliance by the construction contractor.	11/8/24				Yes, BIO-2
Biology	Exposed soils will be covered by loose bulk materials or other materials, such as visqueen, to reduce erosion and runoff during rainfall events.	Env Doc	NSSP	Biologist, Resident Engineer, Compliance	The Resident Engineer and Compliance Liaison will ensure compliance by the	11/8/24				Yes, BIO-2

Environmental Commitments Record for San Jose Creek Bikeway

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				Liaison	construction contractor.					
Biology	Exposed soils will be stabilized, through watering or other measures, to prevent the movement of dust at the project site caused by winds and construction activities such as traffic and grading activities.	Env Doc	SSP	Biologist, Resident Engineer, Compliance Liaison	The Resident Engineer and Compliance Liaison will ensure compliance by the construction contractor.	11/8/24				Yes, BIO-2
Biology	All erosion control measures and storm water control measures will be properly maintained until the site has returned to a pre-construction state.	Env Doc	SSP	Biologist, Resident Engineer, Compliance Liaison	The Resident Engineer and Compliance Liaison will ensure compliance by the construction contractor.	11/8/24				Yes, BIO-2
Biology	All construction materials will be hauled off-site after completion of construction activities.	Env Doc	SSP	Biologist, Resident Engineer, Compliance Liaison	The Resident Engineer and Compliance Laiison for the the City of Goleta will ensure compliance by the construction contractor.	11/8/24				Yes, BIO-2
Biology	Excavated material will be stored away from the low-flow channel to prevent incidental discharge.	Env Doc	SSP	Biologist, Resident Engineer, Compliance Liaison	The Resident Engineer and Compliance Liaison will ensure compliance by the construction contractor.	11/8/24				Yes, BIO-2
Biology	Silty or turbid water produced from construction activities will not be discharged into San Jose Creek until filtered or allowed to settle prior to discharge.	Env Doc	SSP	Biologist, Resident Engineer, Compliance Liaison	The Resident Engineer and Compliance Liaison will ensure compliance by the construction contractor.	11/8/24				Yes, BIO-2
Biology	During construction, the cleaning and refueling of equipment and vehicles will occur only within a designated staging area. This area will either be a minimum of 100 feet from aquatic areas or if the area is less than 100 feet from aquatic areas the area must be surrounded by barriers or secondary containment (e.g., fiber rolls or equivalent). The staging areas will conform to BMPs applicable to attaining zero discharge of storm water runoff. At a minimum, all equipment and vehicles will be checked and maintained by the contractor daily to ensure proper operation and avoid potential leaks or spills.	Env Doc	SSP	Biologist, Resident Engineer, Compliance Liaison	The Resident Engineer and Compliance Liaison will ensure compliance by the construction contractor.	11/8/24				Yes, BIO-2
Biology	During construction of the northern segment, instream work	Env Doc	SSP	Biologist,	The Resident Engineer	11/8/24				Yes, BIO-2

Environmental Commitments Record for San Jose Creek Bikeway

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	will be limited to the low-flow period from June 1 and October 31 in any given year, when the surface water is likely to be at seasonal minimum and to avoid adult steelhead spawning migration and peak smolt emigration. Deviations from this work window will only be made with concurrence from relevant regulatory/resource agencies.			Resident Engineer, Compliance Liaison	and Compliance Liaison will ensure compliance by the construction contractor.					
Biology	No concrete or any cement product may be poured within 150 feet of a stream during the rainy season, in or near a flowing stream at any time, or 15 days prior to a 25% chance or greater chance of greater than 0.1 inches of rain.	Env Doc	SSP	Biologist, Resident Engineer, Compliance Liaison	The Resident Engineer and Compliance Laiison for the the City of Goleta will ensure compliance by the construction contractor.	11/8/24				Yes, BIO-2
Biology	Where riparian vegetation occurs along the edge of the construction easement, the City will minimize the potential for long-term loss of riparian vegetation by trimming vegetation rather than removing the entire plant. Trimming will be conducted per the direction of a Board Certified Master Arborist or a Registered Consulting Arborist.	Env Doc	SSP	Biologist, Resident Engineer, Compliance Liaison	The Resident Engineer and Compliance Laiison for the the City of Goleta will ensure compliance by the construction contractor.	11/8/24				Yes, BIO-2
Biology	Any approved excavation, demolition, or extraction within a trees critical root zone (CRZ), as identified by a Board Certified Master Arborist or a Registered Consulting Arborist, will be performed with equipment sitting outside the CRZ. Required methods within the CRZ are hand digging or tunneling or hydraulic or pneumatic air excavation technology ("air-spade").	Env Doc	SSP	Biologist, Resident Engineer, Compliance Liaison	The Resident Engineer and Compliance Laiison for the the City of Goleta will ensure compliance by the construction contractor.	11/8/24				Yes, BIO-2
Biology	If heavy equipment is approved by the project arborist to be in the CRZ, or if haul or access routes must pass over the root areas of protected trees, a protective buffer must be installed consisting of 6-inches of mulch or 3/4-inch quarry gravel or a base course of 3 inches of wood chips layered with 3 inches of gravel and overlaid with 3/4-inch plywood sheets or metal plates. The buffer shall be maintained throughout the construction process.	Env Doc	SSP	Biologist, Resident Engineer, Compliance Liaison	The Resident Engineer and Compliance Liaison will ensure compliance by the construction contractor.	11/8/24				Yes, BIO-2
Biology	Utilize non-impact, vibratory methods, except where identified that pile driving is required because of geotechnical constraints within the southern segment as identified in the project description per the geotechnical evaluations, for installing piles, steel casings, or steel shoring when located within or near the active channel and in highly liquefiable soils.	Env Doc & BO	SSP	Biologist, Resident Engineer, Compliance Liaison	When working in the stream channel or within 30 feet of the active channel, the Resident Engineer and Compliance Liaison for the the City of Goleta will ensure compliance by the construction contractor.	11/8/24				Yes, BIO-3

Environmental Commitments Record for San Jose Creek Bikeway

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Biology	Any impact pile driving performed for the construction of the southern segment, within 30 feet of the active channel, will be limited to steel pipes no more than 14-16 inches in diameter and no more than 500 strikes per day. Underwater sound pressure will be monitored during all impact driving. Pile driving operations will cease for the day if the results of underwater sound pressure monitoring show that sound levels upstream and downstream of the pile driving area are higher than the peak threshold of 206 dB or cumulative sound exposure level (SEL) of 187 dB (measured 32 feet [10 meters] from the source). If peak or cumulative SEL are exceeded, the qualified biologist will have the authority to halt impact pile driving and Caltrans will contact NOAA Fisheries and USFWS to determine if additional measures are necessary.	Env Doc & BO	SSP	Biologist, Resident Engineer, Compliance Liaison	When working in the stream channel or within 30 feet of the active channel, the Resident Engineer and Compliance Liaison for the the City of Goleta will ensure compliance by the construction contractor.	11/8/24				Yes, BIO-3
Biology	During construction of the northern segment, instream work will be limited to the low-flow period from June 1 and October 31 in any given year, when the surface water is likely to be at seasonal minimum and to avoid adult steelhead spawning migration and peak smolt emigration. Deviations from this work window will only be made with concurrence from relevant regulatory/resource agencies.	Env Doc & BO	SSP	Biologist, Resident Engineer, Compliance Liaison	When working in the stream channel or within 30 feet of the active channel, the Resident Engineer and Compliance Liaison for the the City of Goleta will ensure compliance by the construction contractor.	11/8/24				Yes, BIO-3
Biology	Instream construction work related to the northern segment will only be performed in a dry work environment. Dewatering and clear water diversions will be performed according to Caltrans Construction Site BMPs (2017), and upstream and downstream passage of adult and juvenile fish will be maintained at all times, according to current NOAA Fisheries guidelines and criteria (NOAA Fisheries 2001).	Env Doc & BO	SSP	Biologist, Resident Engineer, Compliance Liaison	When working in the stream channel or within 30 feet of the active channel, the Resident Engineer and Compliance Liaison for the the City of Goleta will ensure compliance by the construction contractor.	11/8/24				Yes, BIO-3
Biology	During instream work, if pumps are incorporated to assist in temporarily dewatering the site, intakes will be completely screened with no larger than 3/32-inch (2.38 mm) wire mesh to prevent steelhead and other sensitive aquatic species from entering the pump system. Pumped water will be directed through a silt filtration bag and/or into a settling basin allowing the suspended sediment to settle out prior to re-entering the stream(s) outside of the isolated area. The form and function of all pumps used during the dewatering activities will be checked weekly, at a minimum, by a qualified biological monitor to ensure a dry work environment and minimize adverse effects to aquatic	Env Doc & BO	SSP	Biologist, Resident Engineer, Compliance Liaison	When working in the stream channel or within 30 feet of the active channel, the Resident Engineer and Compliance Liaison for the the City of Goleta will ensure compliance by the construction contractor.	11/8/24				Yes, BIO-3

Environmental Commitments Record for San Jose Creek Bikeway

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	species and habitats.									
Biology	A USFWS-approved biologist will capture and relocate any fish present in the work area during construction (including steelhead and tidewater goby), and will: o Prepare a fish handling and relocation plan. o Conduct, monitor, and supervise all fish capture, handling, exclusion, and relocation activities (ensure that sufficient personnel are available to safely and efficiently collect protected species and that personnel have been properly trained to identify and safely capture and handle protected species). o Ensure that the “bagged” portion of seines and nets will remain in the water until fish are removed or transferred to a shallow container(s) of clean water taken from the survey site and placed in a location that will not result in exposure to extreme temperatures. o Release captured fish as soon as possible to a suitable nearby location within the same watershed, at the discretion of the USFWS-approved biologist. o Continuously monitor in-water activities (e.g., placement of cofferdams, dewatering of isolated areas) for the purpose of removing and relocating any protected species that were not detected or could not be removed and relocated prior to construction. o Initiate salvage activities within temporarily drained waterbodies within a time frame necessary to avoid injury and mortality of protected species. o Complete capture, handling, exclusion, and relocation activities no earlier than 24 hours before construction begins to minimize the probability that listed species will recolonize the affected areas.	Env Doc & BO	SSP	Biologist, Resident Engineer, Compliance Liaison	When working in the stream channel or within 30 feet of the active channel, the Resident Engineer will coordinate with the Biologist to capture and relocate any fish species as needed in accordance with the measure.	11/8/24				Yes, BIO-3
Biology	Only USFWS-approved biologists will participate in activities associated with the capture, handling, and monitoring of California red-legged frogs. Biologists authorized under the project’s biological opinion do not need to re-submit their qualifications for subsequent projects conducted pursuant to this biological opinion, unless USFWS has revoked their approval at any time during the life of the biological opinion.	Env Doc & BO	SSP	Biologist, Resident Engineer, Compliance Liaison	The Resident Engineer will coordinate with the Biologist to capture, handle, and monitor California red-legged frogs as needed in accordance with the measure.	11/8/24				Yes, BIO-4
Biology	A USFWS-approved biologist will be present at the work site until all California red- legged frogs have been relocated out of harm's way, workers have been instructed, and disturbance of habitat has been completed. After this time, the State or local sponsoring agency will designate a person to monitor on-site compliance with all minimization measures. The USFWS-approved biologist will ensure that this monitor receives the training outlined in measure 4	Env Doc & BO	SSP	Biologist, Resident Engineer, Compliance Liaison	The Resident Engineer will coordinate with the Biologist to relocate and monitor California red-legged frogs as needed in accordance with the measure.	11/8/24				Yes, BIO-4

Environmental Commitments Record for San Jose Creek Bikeway

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	above and in the identification of California red-legged frogs. If the monitor or the USFWS-approved biologist recommends that work be stopped because California red-legged frogs would be affected in a manner not anticipated by City of Goleta and the USFWS during review of the northern segment, they will notify the resident engineer (the engineer that is directly overseeing and in command of construction activities) immediately. The resident engineer will either resolve the situation by eliminating the adverse effect immediately or require that all actions causing these effects be halted. If work is stopped, the USFWS will be notified as soon as possible.									
Biology	During construction activities, all trash that may attract predators will be properly contained, removed from the work site, and disposed of regularly. Following construction, all trash and construction debris will be removed from work areas.	Env Doc & BO	SSP	Biologist, Resident Engineer, Compliance Liaison	The Resident Engineer and Compliance Laiison for the the City of Goleta will ensure compliance by the construction contractor.	11/8/24				Yes, BIO-4
Biology	All refueling, maintenance, and staging of equipment and vehicles will occur at least 60 feet from riparian habitat or water bodies and in a location from where a spill would not drain directly toward aquatic habitat (e.g., on a slope that drains away from the water). The monitor will ensure contamination of habitat does not occur during such operations. Prior to the onset of work, the City of Goleta will ensure that a plan is in place for prompt and effective response to any accidental spills. All workers will be informed of the importance of preventing spills and of the appropriate measures to take should a spill occur.	Env Doc & BO	SSP	Biologist, Resident Engineer, Compliance Liaison	The Resident Engineer and Compliance Liaison will ensure compliance by the construction contractor.	11/8/24				Yes, BIO-4
Biology	Habitat contours will be returned to their original configuration at the end of project activities. This measure will be implemented in all areas disturbed by activities associated with the northern segment of the project, unless the USFWS and the City of Goleta determine that it is not feasible, or modification of original contours would benefit the California red-legged frog.	Env Doc & BO	SSP	Biologist, Resident Engineer, Compliance Liaison	The Resident Engineer and Compliance Liaison will ensure compliance by the construction contractor.	11/8/24				Yes, BIO-4
Biology	The number of access routes, size of staging areas, and the total area of the activity will be limited to the minimum necessary to achieve the project's northern segment goals. Environmentally Sensitive Areas will be delineated to confine access routes and construction areas to the minimum area necessary to complete construction and minimize the impact to California red-legged frog habitat; this goal includes locating access routes and construction areas outside of wetlands and riparian areas to the	Env Doc & BO	SSP	Biologist, Resident Engineer, Compliance Liaison	The Resident Engineer and Compliance Liaison will ensure compliance by the construction contractor.	11/8/24				Yes, BIO-4

Environmental Commitments Record for San Jose Creek Bikeway

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	maximum extent practicable.									
Biology	To control sedimentation during and after implementation of the project's northern segment, the City of Goleta, and the sponsoring agency will implement best management practices outlined in any authorizations or permits issued under the authorities of the Clean Water Act that it receives for the specific project. If best management practices are ineffective, the City of Goleta will attempt to remedy the situation immediately, in coordination with the USFWS.	Env Doc & BO	SSP	Biologist, Resident Engineer, Compliance Liaison	The Resident Engineer and Compliance Liaison will ensure compliance by the construction contractor.	11/8/24				Yes, BIO-4
Biology	If a work site is to be temporarily dewatered by pumping, intakes will be completely screened with wire mesh not larger than 0.2 inch to prevent California red-legged frogs from entering the pump system. Water will be released or pumped downstream at an appropriate rate to maintain downstream flows during construction. Upon completion of construction activities, any diversions or barriers to flow will be removed in a manner that would allow flow to resume with the least disturbance to the substrate. Alteration of the stream bed will be minimized to the maximum extent possible; any imported material will be removed from the stream bed upon completion of the northern segment.	Env Doc & BO	SSP	Biologist, Resident Engineer, Compliance Liaison	The Resident Engineer and Compliance Liaison will ensure compliance by the construction contractor.	11/8/24				Yes, BIO-4
Biology	Unless approved by the USFWS, water will not be impounded in a manner that may attract California red-legged frogs.	Env Doc & BO	SSP	Biologist, Resident Engineer, Compliance Liaison	The Resident Engineer and Compliance Liaison will ensure compliance by the construction contractor.	11/8/24				Yes, BIO-4
Biology	A USFWS-approved biologist will permanently remove any individuals of non-native species, such as bullfrogs (Rana catesbeiana), signal and red swamp crayfish (Pacifasticus leniusculus; Procambarus clarkii), and centrarchid fishes from the northern segment area. The USFWS-approved biologist will be responsible for ensuring his or her activities are in compliance with the California Fish and Game Code.	Env Doc & BO	SSP	Biologist, Resident Engineer, Compliance Liaison	The Resident Engineer will coordinate with a USFWS-approved Biologist to permanently remove any individuals of non-native specie in accordance with the measure,	11/8/24				Yes, BIO-4
Biology	To ensure that diseases are not conveyed between work sites by the USFWS-approved biologist, the fieldwork code of practice developed by the Declining Amphibian Populations Task Force will be followed at all times.	Env Doc & BO	SSP	Biologist, Resident Engineer, Compliance Liaison	The USFWS-approved Biologist will follow the fieldwork code of practice developed by the Declining Amphibian Populations Task Force.	11/8/24				Yes, BIO-4
Biology	The City of Goleta will not use herbicides as the primary method to control invasive, exotic plants. However, if it is	Env Doc & BO	SSP	Biologist, Resident	The Resident Engineer and Compliance	11/8/24				Yes, BIO-4

Environmental Commitments Record for San Jose Creek Bikeway

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	determined that the use of herbicides is the only feasible method for controlling invasive plants at a specific site; it will implement the following additional protective measures for the California red-legged frog: o The City of Goleta will not use herbicides during the breeding season for the California red-legged frog; o The City of Goleta will conduct surveys for the California red-legged frog immediately prior to the start of herbicide use. If found, California red-legged frogs will be relocated to suitable habitat far enough from the Proposed Action area that no direct contact with herbicide would occur; o Giant reed and other invasive plants will be cut and hauled out by hand and painted with glyphosate-based products, such as Aquamaster® or Rodeo®. o Licensed and experienced City of Goleta staff, or a licensed and experienced contractor will use a hand-held sprayer for foliar application of Aquamaster® or Rodeo® where large monoculture stands occur at an individual Proposed Action site; o All precautions will be taken to ensure that no herbicide is applied to native vegetation; o Herbicides will not be applied on or near open water surfaces (no closer than 60 feet from open water); o Foliar applications of herbicide will not occur when wind speeds are in excess of 3 miles per hour; o No herbicides will be applied within 24 hours of forecasted rain; o Application of all herbicides will be done by qualified City of Goleta staff or contractors to ensure that overspray is minimized, that all applications is made in accordance with the label recommendations, and with implementation of all required and reasonable safety measures. A safe dye will be added to the mixture to visually denote treated sites. Application of herbicides will be consistent with the U.S Environmental Protection Agency's Office of Pesticide Programs, Endangered Species Protection Program county bulletins; o All herbicides, fuels, lubricants, and equipment will be stored, poured, or refilled at least 60 feet from riparian habitat or water bodies in a location where a spill would not drain directly toward aquatic habitat, unless otherwise preapproved by the necessary agencies. Prior to the onset of work, the City of Goleta will ensure that a plan is in place			Engineer, Compliance Liaison	Liaison will ensure compliance by the construction contractor.					
Biology	Where riparian vegetation occurs along the edge of the construction easement, the City will minimize the potential for long-term loss of riparian vegetation by trimming vegetation rather than removing the entire plant. Trimming will be conducted per the direction of a biologist and/or Certified Arborist.	Env Doc	SSP	Biologist, Resident Engineer, Compliance Liaison	The Resident Engineer will coordinate with the Biologist to minimize the loss of riparian vegetation by trimming rather than removal in	11/8/24			Yes, BIO-4	

Environmental Commitments Record for San Jose Creek Bikeway

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					accordance with the measure.					
Biology	Conduct all vegetation removal and grading activities during the non-breeding season (September 1 through January 31).	Env Doc	SSP	Biologist, Resident Engineer, Compliance Liaison	The Resident Engineer and Compliance Liaison will ensure compliance by the construction contractor.	11/8/24				Yes, BIO-6 & BIO-7
Biology	If an active Belding's savannah sparrow nest is observed within 250 feet of the construction limits, all project activities will immediately cease, and Caltrans will contact CDFW within 48 hours. If required, Caltrans will seek an Incidental Take Permit (ITP) from CDFW under CFGC Section 2018 (b) and implement additional measures as necessary.	Env Doc	SSP	Biologist, Resident Engineer, Compliance Liaison	The Resident Engineer and Compliance Liaison will ensure compliance by the construction contractor.	11/8/24				Yes, BIO-7
Biology	No development, as defined in section 30106 of the Coastal Act, shall occur in the habitat mitigation areas, as shown on the final habitat enhancement, restoration, and creation site plan required pursuant to Special Condition Seven (7), except for the activities contained within the approved Final Biological Mitigation and Monitoring Plan. All mitigation areas shall be preserved as open space in perpetuity.	CDP - State	n/a	Resident Engineer, Compliance Liaison	The Resident Engineer and Compliance Liaison will ensure compliance by the construction contractor.	11/8/24				
Biology	Bio-4. Existing vegetation not designated to be removed, will be protected, using temporary fencing or other protection devices where feasible, to reduce erosion and sedimentation.	BO USFWS		Biologist, Resident Engineer, Compliance Liaison						
Biology	Bio-4. To avoid and minimize impacts to tree and shrub nesting species, the following measures will be implemented, as feasible: a) Conduct all vegetation removal and grading activities during the non-breeding season (generally September 1 through January 31).	BO USFWS		Biologist, Resident Engineer, Compliance Liaison						
Biology	Bio-5. Exposed soils will be covered by loose bulk materials or other materials, such as visqueen, to reduce erosion and runoff during rainfall events.	BO USFWS		Biologist, Resident Engineer, Compliance Liaison						
Biology	Bio-6. Exposed soils will be stabilized, through watering or other measures, to prevent the movement of dust at the project area caused by winds and construction activities such as traffic and grading activities.	BO USFWS		Biologist, Resident Engineer, Compliance Liaison						
Biology	Bio-7. All erosion control measures, and storm water	BO USFWS		Biologist,						

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	control measures, will be properly maintained until the site has returned to a pre-construction state.			Resident Engineer, Compliance Liaison						
Biology	Bio-11. During construction, the cleaning and refueling of equipment and vehicles will occur only within a designated staging area. This area will either be a minimum of 100 feet from aquatic areas or if the area is less than 100 feet from aquatic areas the area must be surrounded by barriers or secondary containment (e.g., fiber rolls or equivalent). The staging areas will conform to BMPs applicable to attaining zero discharge of storm water runoff. At a minimum, all equipment and vehicles will be checked and maintained by the contractor daily to ensure proper operation and avoid potential leaks or spills.	BO USFWS		Resident Engineer, Compliance Liaison						
Biology	Bio-12. Utilize non-impact, vibratory methods for installing piles, steel casings, or steel shoring when located within or near the active channel and in highly liquefiable soils. Additional impact avoidance and minimizations measures may be required by regulatory permits.	BO USFWS		Biologist, Resident Engineer, Compliance Liaison						
Biology	Bio-13. Excavated material will be stored away from the low-flow channel to prevent incidental discharge.	BO USFWS		Resident Engineer, Compliance Liaison						
Biology	Bio-14. Silty or turbid water produced from construction activities shall not be discharged into San Jose Creek until filtered or allowed to settle prior to discharge.	BO USFWS		Resident Engineer, Compliance Liaison						
Biology	Caltrans shall contact NMFS (Jess Fischer, jessica.fischer@noaa.gov) immediately if one or more steelhead are found dead or injured. The purpose of the contact shall be to review the activities resulting in take and to determine if additional protective measures are required. All steelhead mortalities shall be retained, frozen as soon as practical, and placed in an appropriate-sized sealable bag that is labeled with the date and location of the collection and fork length and weight of the specimen(s). Frozen samples shall be retained by the biologist until additional instructions are provided by NMFS. Subsequent notification must also be made in writing to Jess Fischer, NMFS, 501 West Ocean Boulevard., Suite 4200, Long Beach, California 90802 within five days of noting dead or injured steelhead. The written notification shall include 1) the date, time, and location of the carcass or injured specimen; 2) a color photograph of the steelhead; 3) cause of injury or death; and 4) name and affiliation of the person	BO NMFS		Biologist, Resident Engineer, Compliance Liaison						

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	whom found the specimen.									
Biology	Caltrans' biologist shall identify and evaluate the suitability of steelhead relocation habitat(s) prior to undertaking dewatering activities to isolate the work area from flowing water. The biologist shall evaluate potential relocation sites based on attributes such as adequate water quality (a minimum dissolved oxygen level of 5 mg/L and suitable water temperature), cover (instream and over-hanging vegetation or woody debris), and living space. Multiple relocation habitats may be necessary to prevent overcrowding of a single habitat depending on the number of steelhead captured, current number of steelhead already occupying the relocation habitat(s), and the size of the receiving habitat(s). One or more of the following methods shall be used to capture steelhead: seine, dip net, minnow trap, or by hand.	BO NMFS		Biologist, Resident Engineer, Compliance Liaison						
Biology	Captured steelhead will be relocated as soon as possible to an instream location in which suitable habitat conditions are present to allow for adequate survival for transported fish and fish already present. Fish will be distributed between multiple pools if biologists judge that overcrowding may occur in a single pool.	BO NMFS		Biologist, Resident Engineer, Compliance Liaison						
Hazardous Waste	If hazardous levels of aerially deposited lead are found in the soils at the project site, the following will be required: o Removal, disposal, storage and transportation of materials contaminated with hazardous levels of aerially-deposited lead will be performed in compliance with all applicable federal, state, and local laws, including but not limited to requirements of State Water Resources Control Board and California Regional Water Quality Control Board water quality control plans and waste discharge permits, Coastal Zone Permit requirements for ADL-contaminated soil, DFW permit requirements for ADL-contaminated soil, and all requirements of the applicable Air Quality Management District and/or the Air Pollution Control District. o Removal, disposal, storage, and transportation of materials contaminated with hazardous levels of aerially-deposited lead shall be performed in compliance with the Soil Management Agreement for Aerially-deposited Lead-Contaminated Soils between Caltrans and the Department of Toxic Substance Control, if the project site is within the state right-of-way or Caltrans is acting as direct	Env Doc	SSP	Biologist, Resident Engineer, Compliance Liaison	The Resident Engineer and Compliance Liaison will ensure compliance by the construction contractor.	11/8/24			Yes, HAZ-2	

Environmental Commitments Record for San Jose Creek Bikeway

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	oversight for the project.									
Noise	Construction operations will be during daylight hours only (Monday to Friday, 8:00 AM to 5:00 PM) for all construction activities that have the potential to affect sensitive receptors.	Env Doc	Std. Spec	Resident Engineer, Noise Env. Engineer	Notes will be included in the RE binder to ensure that the construction contractor complies with the measure.	11/8/24				
Noise	Use newer equipment with improved muffling and ensure that all equipment items have the manufacturers' recommended noise abatement measures, such as mufflers, engine enclosures, and engine vibration isolators intact and operational. All construction equipment will be inspected at periodic intervals to ensure proper maintenance and presence of noise control devices (e.g., mufflers and shrouding).	Env Doc	n/a	Resident Engineer, Noise Env. Engineer	Notes will be included in the RE binder to ensure that the construction contractor complies with the measure.	11/8/24				
Noise	Utilize construction methods or equipment providing the lowest level of noise and ground vibration impact available, such as alternative low noise pile installation methods.	Env Doc	n/a	Resident Engineer, Noise Env. Engineer	Notes will be included in the RE binder to ensure that the construction contractor complies with the measure.	11/8/24				
Noise	Turn off idling equipment.	Env Doc	n/a	Resident Engineer, Noise Env. Engineer	Notes will be included in the RE binder to ensure that the construction contractor complies with the measure.	11/8/24				
Permits	If an active nest of any federally or state listed threatened or endangered species, species of special concern, or any species of raptor or heron is found within 300 feet of construction activities (500 feet for raptors), the City of Goleta shall retain the services of an environmental resource specialist with experience conducting bird and noise surveys, to monitor bird behavior and construction noise levels. The environmental resources specialist shall be present at all relevant construction meetings and during all significant construction activities (those with potential noise impacts) to ensure that nesting birds are not disturbed by construction related noise. The environmental resource specialist shall monitor birds and noise every day at the beginning of the project and during all periods of significant construction activities. Construction activities may occur only if construction noise levels are at or below a peak of 65 dB at the nest(s) site. If construction noise exceeds a peak level of 65 dB at the nest(s) site, sound mitigation measures such as sound shields, blankets	CDP - State	NSSP	Biologist, Resident Engineer, Compliance Liaison, Coastal Liaison					

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	around smaller equipment, mixing concrete batches off-site, use of mufflers, and minimizing the use of back-up alarms shall be employed. If these sound mitigation measures do not reduce noise levels, construction within 300 ft. (500 ft. for raptors) of the nesting trees/areas shall cease and shall not recommence until either new sound mitigation can be employed or nesting is complete.									
Permits	If the disposal site for all excess excavated material and construction/demolition debris from the site is located in the Coastal Zone, the disposal site must have a valid coastal development permit for the disposal of fill material. If the disposal site does not have a coastal permit, such a permit will be required prior to the disposal of material.	CDP - State		Resident Engineer, Coastal Liaison						
Permits	No changes to the project required by agency authorizations shall be incorporated into the project until the City of Goleta obtains an amendment to the CDP, unless the Executive Director issues a written determination that no amendment is legally required.	CDP - State		Resident Engineer, Compliance Liaison, Coastal Liaison						
Permits	The Contractor shall follow the requirements of the Final Biological Mitigation and Monitoring Plan. All development shall occur in accordance with the final approved plans. Any proposed changes to the approved final plans shall be reported to the Executive Director. No changes to the approved final plans shall occur without a Coastal Commission approved amendment to this coastal development permit or a new coastal development permit, unless the Executive Director determines that no new amendment or permit is legally required.	CDP - State		Resident Engineer, Biologist, Construction Liaison, Coastal Liaison						
Permits	The Contractor shall implement a Signage Plan that is consistent with the requirements of the CDP.	CDP - State								
Permits	The environmental resource specialist shall be present during all construction, grading, excavation, and vegetation removal activities adjacent to San Jose Creek. The environmental resource specialist shall require the permittee to cease work should any breach in permit compliance occur, or if any unforeseen sensitive habitat issues arise. If significant impacts or damage occur to sensitive habitats or to wildlife species, the permittee shall be required to submit a revised, or supplemental program to adequately mitigate such impacts. The revised, or supplemental, program shall be processed as an amendment to this coastal development permit or a new coastal development permit.	CDP - State	NSSP	Biologist, Resident Engineer, Compliance Liaison, Coastal Liaison						

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Water Quality	All dewatering effluents will be required to be tested for trace pollutants by an U.S. EPA certified laboratory prior to discharge into the receiving waters, per the General Water Discharge Requirements/NPDES Permit for Dewatering and Other Low Threat Discharges to Surface Waters (Order No. R5-2016-0076, NPDES No. CAG995002). Effluent samples will be tested for total suspended solids (TSS), total nitrogen, oil and grease, total petroleum hydrocarbons, and sulfides. Discharge effluent will be required to be visibly clear and sediment control BMPs will be implemented.	Env Doc	SSP	Env Engineer, Resident Engineer, Compliance Liaison	The City of Goleta will ensure that dewatering effluents are tested for trace pollutants in accordance with the measure.	11/8/24				Yes, HYD-1
Other	If paleontological resources are discovered during earth-moving activities, the construction crew will immediately cease work in the vicinity of the find and will notify the City planning department. The project contractor or City will retain a qualified paleontologist to evaluate the resource and prepare a proposed mitigation plan in accordance with the most recent Society of Vertebrate Paleontology guidelines. The mitigation plan will include, but is not limited to, a field survey, construction monitoring, sampling and data recovery procedures, museum storage coordination for any specimen recovered, and a report of findings, depending on the resources identified during construction. Recommendations determined by the qualified paleontologist and the City, based on the resources identified, will be implemented before construction activities can resume at the site where the paleontological resources were discovered.	Env Doc	SSP	Env Engineer, Resident Engineer, Compliance Liaison	The Resident Engineer will ensure that the construction contractor cease work in the vicinity of a paleontological find and does not resume until a qualified paleontologist to evaluate the resource and prepare a proposed mitigation plan in accordance with the most recent Society of Vertebrate Paleontology guidelines.	11/8/24				Yes, GEO-1
Other	The Contractor will follow the requirements of the Interim Erosion Control and Construction Best Management Plan in accordance with the CDP. The final Interim Erosion Control and Construction Best Management Practices Plan shall be in conformance with the site/ development plans approved by the Coastal Commission. Any necessary changes to the Coastal Commission approved site/development plans required by a qualified, licensed professional shall be reported to the Executive Director. No changes to the Coastal Commission approved final site/development plans shall occur without an amendment to the coastal development permit, unless the Executive Director determines that no amendment is required.	CDP - State	n/a	Biologist, Resident Engineer, Compliance Liaison, Coastal Liaison	Caltrans will be familiar with the Interim Erosion Control and Construction Best Management Plan. The Resident Engineer and Compliance Liaison will ensure compliance by the construction contractor.	11/8/24				

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POST-CONSTRUCTION

Category	Task and Brief Description	Source	Included in PS&E Package	Responsible Branch/Staff	Action to Comply	Due Date	Task Completed by	Task Completed on	Remarks	Mitigation for significant impacts under CEQA
Biology	All disturbed areas will be restored to pre-construction contours and revegetated, either through hydroseeding or other means, with native or approved non-invasive exotic species.	Env Doc	NSSP	Biologist, Resident Engineer, Compliance Liaison	The City of Goleta will coordinate with the Biologist and Landscape Architect to ensure restoration efforts are completed in accordance with the measure.	5/11/26				Yes, BIO-
Biology	Impacts to native riparian habitat (including riparian trees) and jurisdictional wetlands within the proposed project area will be mitigated by a replacement ratio of 3:1, or at a similar ratio as appropriate in consultation with CDFW, USFWS, NOAA Fisheries. In addition, the Coastal Commission will be consulted for the southern portion of the proposed project within the coastal zone.	Env Doc	n/a	Biologist, Resident Engineer, Compliance Liaison	The City of Goleta will coordinate with the Biologist and Landscape Architect to ensure restoration efforts are completed in accordance with the measure.	5/11/26				Yes, BIO-
Biology	Where avoidance of riparian and jurisdictional wetland vegetation is not shown on the project plans, a revegetation plan and monitoring plan to restore native riparian habitat in the project vicinity to a self-sustaining, ecologically functioning plant community is required. This action will be sensitive to the habitat needs of southern California steelhead and tidewater goby, and thus will require input from the CDFW, USFWS and NOAA Fisheries. The revegetation plan will be approved during the permitting process.	Env Doc	n/a	Biologist, Resident Engineer, Compliance Liaison	The City of Goleta will coordinate with the Biologist to ensure restoration efforts are completed in accordance with the measure.	5/11/26				Yes, BIO-
Biology	If the City of Goleta demonstrates that disturbed areas have been restored to conditions that allow them to function as habitat for the California red-legged frog, these areas will not be included in the amount of total habitat permanently disturbed.	Env Doc & BO	n/a	Biologist, Resident Engineer, Compliance Liaison	The City of Goleta will coordinate with the Biologist to ensure restoration efforts are completed in accordance with the measure.	5/11/26				Yes, BIO-
Biology	The northern segment will be re-vegetated with an assemblage of native riparian, wetland, and upland vegetation suitable for the area. Locally collected plant materials will be used to the extent practicable. Invasive, exotic plants will be controlled to the maximum extent practicable. This measure will be implemented in all areas disturbed by activities associated with the project, unless the USFWS and the City of Goleta determine that it is not	Env Doc & BO	n/a	Biologist, Resident Engineer, Compliance Liaison, Landscape Architect	The City of Goleta will coordinate with the Biologist and Landscape Architect to ensure restoration efforts are completed in accordance with the measure.	5/11/26				Yes, BIO-

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	feasible or practical.									
Biology	For temporarily impacted areas, a revegetation and monitoring plan to restore native riparian habitat in the Proposed Action vicinity to a self-sustaining, ecologically functioning plant community is required. This action will be sensitive to the habitat needs of southwestern willow flycatcher and least Bell's vireo as well as for tidewater goby, southern California steelhead, and CRLF and thus will require input from the CDFW, USFWS and NOAA Fisheries. The revegetation plan will be approved during the permitting process.	Env Doc	n/a	Biologist, Resident Engineer, Compliance Liaison, Landscape Architect	The City of Goleta will coordinate with the Biologist and Landscape Architect to ensure restoration efforts are completed in accordance with the measure.	5/11/26				Yes, BIO-
Biology	Bio-10. All construction materials will be hauled off-site after completion of construction activities.	BO USFWS		Resident Engineer, Compliance Liaison						
Biology	Bio-3. For temporarily impacted areas, a revegetation and monitoring plan to restore native riparian habitat in the project vicinity to a self-sustaining, ecologically functioning plant community is required. This action will be sensitive to the habitat needs of southwestern willow flycatcher and least Bell's vireo as well as for tidewater goby, and California red-legged frog and thus will require input from the California Department of Fish and Wildlife (CDFW), and the Service. The revegetation plan would be approved during the permitting process.	BO USFWS		Biologist, Resident Engineer, Compliance Liaison						
Biology	Bio-9. All disturbed areas will be restored to pre-construction contours and revegetated, either through hydroseeding or other means, with native or approved non-invasive exotic species.	BO USFWS		Biologist, Landscape Architect, Resident Engineer, Compliance Liaison						
Biology	Caltrans shall provide a written report to NMFS by January 15 of the year following the construction season. The report shall be sent to Jess Fischer, jessica.fischer@noaa.gov. The reports will contain, at a minimum, the following information: i. Construction related activities – The report will include the dates construction began and was completed; a discussion of any unanticipated effects or unanticipated levels of effects on steelhead, a description of any and all measures taken to minimize those unanticipated effects and a statement as to whether or not the unanticipated effects had any effect on steelhead; the number of steelhead killed or injured during project construction; and photographs	BO NMFS		Biologist, Resident Engineer, Compliance Liaison						

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	taken before, during, and after the activity from photo reference points. ii. Fish Relocation – The report will include (1) the number and size of all steelhead relocated during the proposed action; (2) the date and time of the collection and relocation; (3) a description of any problem encountered during the project or when implementing terms and conditions; and (4) any effect of the proposed action on steelhead that was not previously considered.									

CITY OF GOLETA

APPENDIX E
TREE PROTECTION PLAN

FOR

SAN JOSE CREEK MULTIPURPOSE PATH PROJECT

Back of Cover Sheet



San Jose Creek Multi-Purpose Path – Northern and Southern Segments

Tree Inventory and Protection Plan

prepared for

City of Goleta
Public Works Department
130 Cremona Drive, Suite B
Goleta, California 93117

prepared by

Rincon Consultants, Inc.
319 East Carillo Street, Suite 105
Santa Barbara, California 93101

February 28, 2025

RINCON CONSULTANTS, INC. SINCE 1994

Table of Contents

1 Introduction 1
2 Project Description 4
3 Methodology 7
3.1 Tree Survey 7
3.2 Mapping 7
3.3 Root Zone Determination 8
3.4 Impact Analysis 9
4 Tree Survey Results 10
5 Tree Impacts 11
6 Tree Protection Plan 13
6.1 Arborist Monitoring 13
6.2 Fencing 13
6.3 Root Impacts 14
6.4 Soil Compaction 14
6.5 Mechanical Damage 15
6.6 Pruning 15
6.7 Post-Construction Arborist Report 15
7 Tree Mitigation 16
7.1 Additional Tree Planting Recommendations 17
8 References 19
9 Arborist Disclosure 21

Figures

Figure 1 Project Location and Mitigation Sites 5
Figure 2 San Jose Creek Multi-Purpose Path – Full Extent 6

Tables

Table 1 Overall Condition Rating Criteria 7
Table 2 Tree Removal Summary 11
Table 3 Summary of Mitigation Requirements for Impacts to Trees 16
Table 4 Summary of Tree Mitigation 17

Appendices

Appendix A Tree Matrix
Appendix B Tree Impact Index

1 Introduction

This Tree Inventory and Protection Plan (TIPP) has been prepared for the City of Goleta's (City) San Jose Creek Multi-Purpose Path, Northern and Southern Segments Project (Project) to document proposed impacts to, and protection of, upland and riparian trees located within and adjacent to the Project site. This TIPP has been prepared in accordance with the following tree protection and mitigation requirements per the Project's Environmental Commitment Record (City 2024), Mitigation Measures (MMs) from the Initial Study and Mitigated Negative Declaration (IS-MND; City 2022a), and the Special Provisions (City 2024). Additionally, a Mitigation Plan (Rincon 2023) has been prepared that includes the Tree Replacement Plan for the Project that satisfies the tree replacement requirements according to MM AES-2 and MM BIO-2 below.

MM AES-2: During final design, the project engineer will coordinate with a City of Goleta Planning Department and Public Works Department approved landscape architect and a Board Certified Master Arborist or Registered Consulting Arborist to prepare a tree replacement plan, as part of the Conceptual Habitat Restoration Plan. The Tree Replacement Plan will include species, quantities and locations of replacement plantings, and planting specifications for survival of planted trees. Tree replacement locations will be prioritized to the project site and immediate vicinity, as space allows, followed by off-site replacement in close proximity to the project site, and finally off-site but within the greater Goleta area. Trees will be replaced at a 1:1 ratio. Trees identified as riparian trees will be replaced at a 3:1 ratio. Specific to the trees in close proximity to US 101, trees will be replaced as close to the removal as space allows. The final Tree Replacement Plan, included in the Conceptual Habitat Restoration plan, will be consistent with standards and requirements from the applicable regulatory agencies.

MM BIO-2: The City will implement measures to avoid and minimize impacts to jurisdictional aquatic resources, tidewater goby critical habitat, southern California steelhead critical habitat, and coastal pelagic and groundfish EFH [essential fish habitats]. Prior to conducting work and during work, the following measures will be implemented:

- A Conceptual Habitat Restoration Plan, which will include a Tree Replacement Plan, will be prepared during final design and included in the final permit packages prepared by the City. This plan will include a formal tree survey conducted by a Board Certified Master Arborist or a Registered Consulting Arborist. The Conceptual Habitat Restoration Plan will include species, quantities, and locations of replacement plantings. This plan will also include planting specifications and grading plans to ensure survival of planted vegetation and reestablishment of functions and values. Replacement plantings will be in kind, utilizing locally present/native species. Planting locations will be prioritized to the project site and immediate vicinity, as space allows, followed off-site replacement in close proximity to the project site, and finally off-site but within the greater Goleta area. The final Conceptual Habitat Restoration Plan will be consistent with standards and requirements from the applicable regulatory agencies.
- Impacts to native riparian habitat (including riparian trees) and jurisdictional wetlands within the proposed project area will be mitigated by a replacement ratio of 3:1, or at a similar ratio as appropriate in consultation with CDFW [California Department of Fish and Wildlife], USFWS [U.S. Fish and Wildlife Service], NOAA [National Oceanic and Atmospheric

Administration] Fisheries. In addition, the Coastal Commission will be consulted for the southern portion of the proposed project within the coastal zone.

MM-BIO4: The City will implement measures to avoid and minimize impacts on CRLF [California red-legged frog]. Prior to work the following measures will be implemented:

- The northern segment will be re-vegetated with an assemblage of native riparian, wetland, and upland vegetation suitable for the area. Locally collected plant materials will be used to the extent practicable. Invasive, exotic plants will be controlled to the maximum extent practicable. This measure will be implemented in all areas disturbed by activities associated with the project, unless the USFWS and the City of Goleta determine that it is not feasible or practical.

USFWS Biological Opinion (BO) Measure BIO-2 from the ECR: Where riparian vegetation occurs along the edge of the construction easement, the City will minimize the potential for long-term loss of riparian vegetation by trimming vegetation rather than removing the entire plant. Trimming will be conducted per the direction of a biologist and/or Certified Arborist.

Special Provisions Section 14-6.03A - Special Protection Areas: Must comply with the following biological resource information requirements within Protection Area 1 (Coastal Zone), Protection Area 2 (Jurisdictional Waters in San Jose Creek), Protection Area 3 (Jurisdictional Riparian Habitat), and Protection Area 4 (Jurisdictional Wetlands) implement the following protection measures:

- Vegetation trimming will follow the direction and specifications of a biologist; tree trimming will follow the direction and specifications of a Certified Arborist. Conduct all vegetation removal and grading activities during the non-breeding season (September 1 through January 31) per the direction of a biologist. If excavation takes place where roots will be encountered, a Certified Arborist will monitor the excavation to ensure roots are not damaged.

Per the IS-MND, the following regulations and policies are also applicable to the Project:

- **California Public Resource Code 20183.4 – Impacts to Oak Woodlands**
- **City Municipal Code Chapter 15.09.010** – Grading, Erosion and Sediment Control Ordinance
  - Applies to inland rural areas outside of the coastal zone and urban boundaries, prohibits significant environmental impact to occur as a result of new grading, including oak tree removal
- **City General Plan/Coastal Land Use Plan (GP/CLUP) Conservation Element (CE) (City 2009)**
  - Policy CE-9 states that new development shall be sited and designed to preserve native trees and prevent encroachment into their protection zones, and that removal of mature native trees shall be mitigated.
  - Policy CE-14 states that trees on public property will not generally be added to, removed, or substantially altered without City authorization; and provides guidance on development of an Urban Forest Master Plan (UFMP). The City's UFMP (City 2017) contains guidelines to protect heritage trees (irreplaceable and significant due to their size, form, age, color, rarity, genetic constitution and/or shape) from removal but does not currently identify designated heritage trees. Rincon understands from previous City projects that the Witness Tree (a California sycamore located outside of the Project site at the southeastern corner of Johnny

D. Wallis park, meets the criteria for designation in accordance with the UFMP and City Municipal Code Section 17.33.040 – Historic Landmarks.

Santa Barbara County (County) Deciduous Oak Tree Protection and Regeneration Ordinance: The tree protection size threshold for this Project was determined by the City based on the Santa Barbara County (County) Deciduous Oak Tree Protection and Regeneration Ordinance (County 2003) as "any tree with an aggregate diameter at standard height (DSH) of 4 inches or greater." This threshold was used for the tree survey completed for the Project and documented in the Tree Survey and Impact Analysis Report (Rincon 2022).

A general tree protection zone (TPZ) is not defined in the IS-MND, or General Plan CE-9, or previous reports; as such, the TPZ is defined for the purposes of this report as the combined area of the tree's dripline, structural rooting radius (SRR), and optimal tree protection zone (OTPZ). These terms are explained in Section 3.3 – Root Zone Determination.

Upland and Riparian Trees: Upland and riparian trees are not defined in the IS-MND. As reflected in the tree removal and mitigation summary tables in the Mitigation Plan (Rincon 2023), upland trees are defined as any trees (regardless of species) with trunks located outside of the CDFW jurisdictional boundary of the stream and riparian trees are defined as any native or naturalized (i.e. eucalyptus) trees with trunks located inside of the CDFW jurisdictional boundary of the stream.

2 Project Description

The Project is located along San Jose Creek in the City, in Santa Barbara County. The Project is partially within the Coastal Zone and consists of building two separate segments which will tie into existing bicycle and pedestrian facilities and provide a continuous path from Calle Real to the Atascadero Creek Bikeway. Additionally, the Project includes implementation of habitat restoration at several mitigation sites to compensate for Project-related impacts to riparian woodland and individual native trees as summarized in the Mitigation Plan (Rincon 2023) (Figure 1).

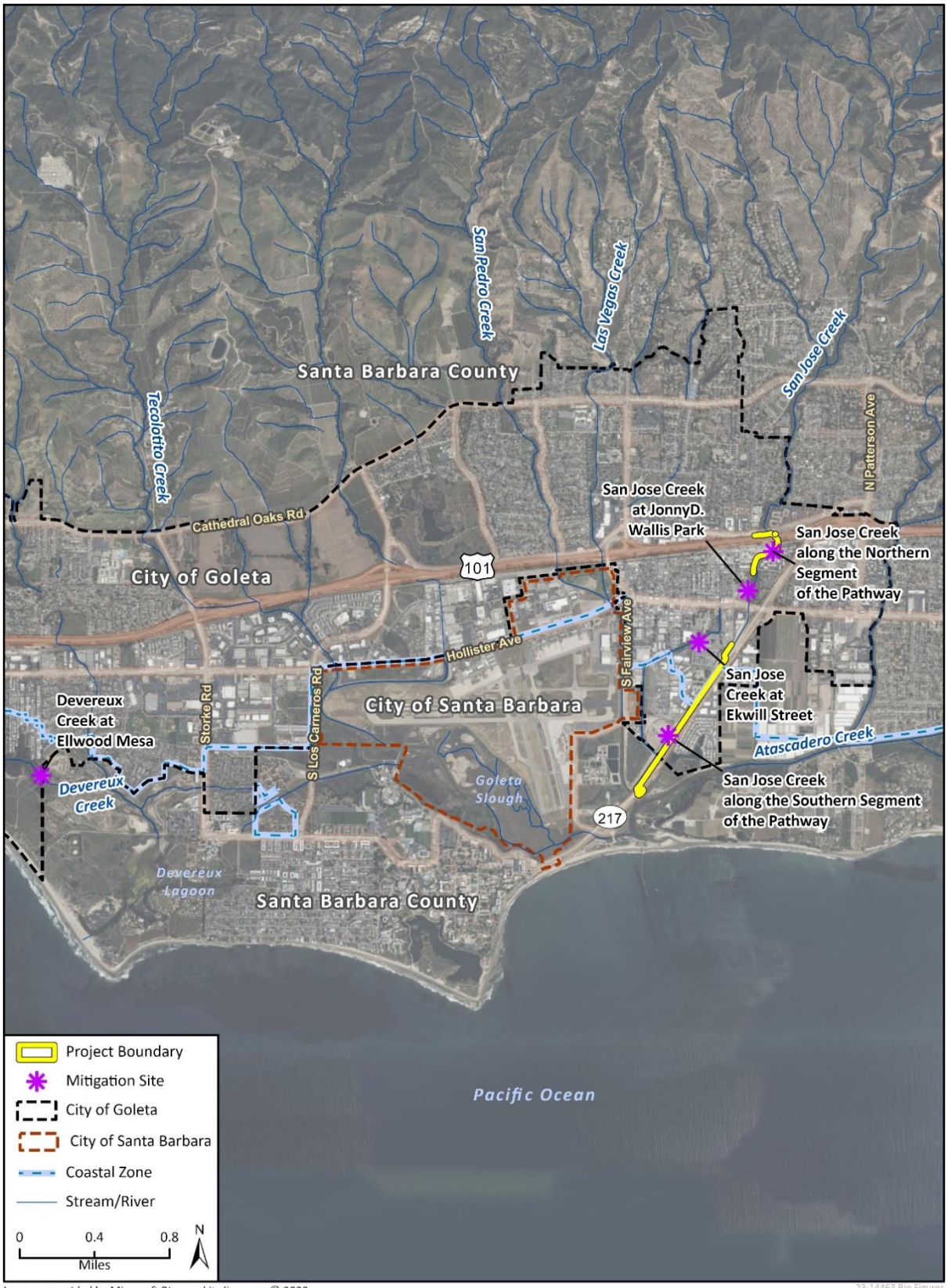
The northern segment of the multi-purpose path is located outside the Coastal Zone and will extend from Calle Real to Armitos Avenue, crossing under U.S. Route 101 and the Union Pacific Railroad, and following San Jose Creek. The southern segment is located partially within the Coastal Zone and will extend from Kellogg Avenue on the west side of State Route (SR) 217 to the existing Class I Atascadero Creek Bikeway on the east side on SR 217, passing under SR 217, and following channelized and natural portions of San Jose Creek (Figure 2).

Mitigation for Project-related impacts will occur at the Project site and at nearby locations. There are two off-site riparian mitigation sites: City-owned property along San Jose Creek at Jonny D. Wallis Park located outside the Coastal Zone and City-owned property and right-of-way (ROW) west of Ekwill Street and east of Pine Avenue located immediately outside the Coastal Zone. As shown in Figure 1, there is one off-site salt marsh/wetland mitigation site, which is located within the Coastal Zone along Devereux Creek on the east end of the City-owned Ellwood Mesa Open Space Preserve.

Impacts to each protected tree are summarized in Appendix A – Tree Matrix. The path alignment, tree locations, and tree impacts are shown in Figures B-1, B-2, and B-3 in Appendix B. Temporary impacts from grading, clearing, and grubbing are anticipated to extend outside of the path alignment in some areas and the precise locations, including any trees that will be affected, will be determined prior to construction. The following activities have the potential to impact protected trees:

- Clearing and grubbing
- Demolition – sidewalk, asphalt
- Grading and excavation – up to five feet in depth for proposed pavement and drainage ditches. Box culvert, retaining walls
- Landscaping
- Drilled holes and driven piles – between 24 to 36 inches in diameter
- Operation of heavy equipment

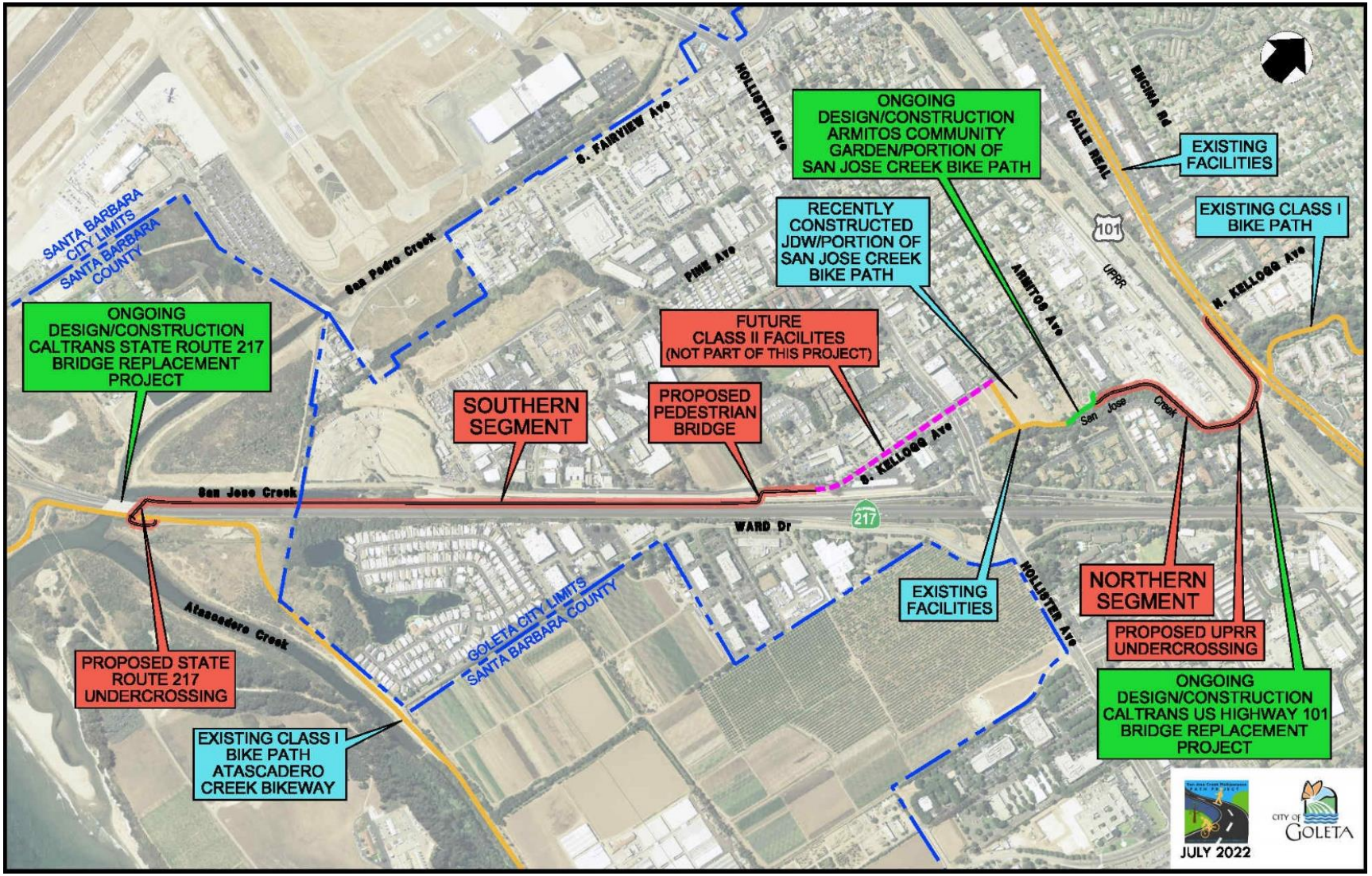
Figure 1 Project Location and Mitigation Sites



Imagery provided by Microsoft Bing and its licensors © 2023.
Additional Data provided by U.S. Geological Survey National Hydrography Dataset, 2023.

23-14463 Bio Figures
Fig 2 Project Location

Figure 2 San Jose Creek Multi-Purpose Path – Full Extent



Source: City 2022b

3 Methodology

3.1 Tree Survey

On September 24 and 25, 2022, International Society of Arboriculture (ISA) Board Certified Master Arborist (BCMA) Nate Faris (ISA BCMA IN-3274B, ASCA RCA #517) surveyed for all protected trees (4 inches or greater in aggregate DSH) with driplines overlapping or adjacent to the path alignment.

Tree locations were mapped using a Geode global positioning system (GPS) device capable of submeter accuracy. All trees were assigned a unique identification number and tagged with a corresponding round metal tag on the most accessible side of the trunk, except where inaccessible (i.e. due to location within poison oak, private property, or highway medians). Only above ground portions of the trees were examined. An assessment of risks or hazardous conditions was not included as part of this survey. Trees that were inaccessible were estimated from a distance using binoculars.

For each tree, the arborist measured trunk DSH, estimated tree height and dripline (crown spread in eight cardinal and ordinal directions), and noted conditions of concern and general notes. A general health assessment, including evidence of disease, insect pests, structure, damage, and vigor, was assessed to determine an overall condition rating based on archetype trees of the same species, using the criteria described in Table 1 below. For dead trees, only the species, DSH, and height were collected. Appendix A summarizes the data for all surveyed trees.

Table 1 Overall Condition Rating Criteria

Rating	Structure
Excellent	The tree exhibits a well-developed root flare and is structurally stable. The crown is balanced and full of dark green leaves. Tree exhibits excellent vigor and there are no signs or symptoms of biotic or abiotic disorders. Provides shading and is aesthetically pleasing.
Good	Trunk is well developed with well attached limbs and branches; some flaws exist but are hardly visible. Good foliage cover and density, annual shoot growth above average. Provides shading and has minor aesthetic flaws.
Fair	Flaw in trunk, limb and branch development are minimal and are typical of this species and geographic region. Minimal visual damage from biotic or abiotic disorders, such as insect infestation, disease, or fire damage, respectively; average foliage cover and annual growth.
Poor	Limbs or branches are poorly attached or developed. Canopy is not symmetrical and/or tree is leaning. Branches or trunks are unnaturally contacting the ground. May exhibit fire damage, responses to external encroachment/obstructions or existing insect/disease damage.
Dead	Trunk, limbs, and branches have no visible sign of life. Canopy leaves are non-seasonally absent or uniformly brown throughout, with no evidence of new growth.

Observations of the existing conditions were included as they are important in understanding the causes of tree health and structural issues as well as estimating potential impacts.

3.2 Mapping

The following mapped components are shown on in Appendix B – Tree Impact Index:

- All protected trees that were surveyed and mapped in ArcGIS. The trunk location is based on the GPS waypoint location that was recorded by the arborist from one side of the tree's trunk.
- Current path alignment (Dewbery 2023)
- Dripline, TPZ, Optimal Tree Protection Zone, and Structural Root Radius for all live trees and color-coded based on impact category.
- San Jose Creek ordinary high-water mark (OHWM), clipped to the IS-MND Action Area (Dewberry 2023).
- CDFW-jurisdictional streambed, comprised of the California Sycamore – Coast Live Oak Riparian Woodland and Riverine – Intermittent habitat types, clipped to the IS-MND Action Area (Dewberry 2023).
- Temporary high-visibility fence boundary, demarcating the work zone and around specific trees along Calle Real (the fencing here appears offset from tree points due to discrepancy between Dewberry and Rincon's data, however this fencing location will be coordinated on-site between the construction team and certified arborist) (Dewberry 2025).

3.3 Root Zone Determination

Most tree roots occur within 8 to 12 inches below the soil surface and rarely extend past 4 feet in depth (Sanborn 1989). Tree roots typically extend laterally from the trunk and gradually become less concentrated the further away from the trunk.

The dripline is the area located directly under the outer extent of a tree's canopy. The dripline area is sometimes used to approximate the area containing the majority of a tree's roots and as such, it is sometimes used as the area by which to calculate root encroachments and/or the root area that is important to protect from construction impacts. The driplines of the trees covered in this report were based on estimated crown spread collected at eight cardinal directions.

The OTPZ is the area around the trunk in which both structural roots (important for tree stability), and smaller feeder roots that collect water and nutrients (important for tree health), are likely to be found. The formula from *Trees and Development: A Technical Guide to Preservation of Trees During Land Development* (Matheny and Clark 1998) was used to determine OTPZ radius from the trunk. It utilizes the two qualitative factors, tree age (young, mature, overmature) and species tolerance of construction impacts (listed in Appendix B of Matheny and Clark 1998), to determine the protection factor (0.5, 0.75, 1.0, 1.25, or 1.5). The formula is:

$$\textit{OTPZ radius (in feet)} = \textit{(Protection Factor)(Trunk DBH inches)}$$

The Structural Root Radius (SRR) for a tree is the radius for the area around the trunk in which the structural roots that physically hold the tree upright are likely to be found. The formula developed by Dr. Kim Coder was used to determine the SRR (Coder 2010). In the case of trees with multiple trunks, the aggregate DBH was calculated and utilized[1]. The formula is:

$$\textit{SRR (in feet)} = 0.5[\textit{(Trunk DBH inches)}(0.9)].$$

[1] The aggregate DBH formula is based on the ISA Guide for Plant Appraisal, 10th edition (CTLA 2019). The total cross-sectional area of multi-trunk trees is measured by adding the cross-sectional area of each trunk using the formula $A=0.7843(d^2+ d^2+ d^2\ldots)$, where d=diameter of each individual trunk. $A=0.7854(D^2)$, where D=aggregate diameter of the total trunk cross-sectional area. As such, $D=\sqrt{(d^2 + d^2 + d^2\ldots)}$.

3.4 Impact Analysis

ArcGIS was initially used to calculate the percentage by which the path alignment would encroach the dripline, OTPZ, and SRR of each tree (Rincon 2022) to determine the impact categories (no impact, minor, major, and remove) for each tree. Subsequently in Appendix E of the IS-MND, Dewberry updated impacts based on revised Project site plan details to retain additional trees and included categories of removal or non-removal. Impact category criteria are described in Section 5 of this report.

4 Tree Survey Results

A total of 151 trees were previously surveyed (Rincon 2022), of which 148 are protected and three are dead. Note that several additional trees (#s 152-156) were surveyed by Dewberry and included in Appendix E of the IS-MND, however these trees are in areas that have been eliminated from the current path alignment and are therefore not included in this report. Trees were categorized as native and non-native (Jepson Flora Project 2025). Native species include arroyo willow (*Salix lasiolepis*), black cottonwood (*Populus trichocarpus*), California sycamore (*Platanus racemosa*), coast live oak (*Quercus agrifolia*), southern California black walnut (*Juglans californica*), and California bay (*Umbellularia californica*). Non-native species include sugar gum (*Eucalyptus cladocalyx*), blue gum eucalyptus (*E. globulus*), crimson bottlebrush (*Melaleuca critrina*), shamel ash (*Fraxinus uhdei*), and tree tobacco (*Nicotiana glauca*). The trees had overall conditions ranging from good to fair. Data collected for each tree is summarized in Appendix A. The trees are all located in the Northern Segment outside of the coastal zone.

The trees are located within an upland landscaped areas between U.S. Highway 101 and Calle Real or within riparian vegetation communities associated with San Jose Creek.

- The conditions in the upland areas include accumulated leaf litter, which provides nutrients, reduces soil compaction, and improves moisture retention. Soil in this area is likely moderately compacted in some areas due to proximity to a major road and highway and may restrict root growth.
- The conditions in the riparian communities along San Jose Creek include a greater concentration of accumulated natural leaf litter. Soil in this area is likely minimally compacted and conducive to normal root growth.
- None of the protected trees appeared to be regularly maintained or diseased or damaged to the point of requiring removal.

5 Tree Impacts

Impact categories and criteria are as follows:

- **No impact** – The TPZ of each tree would be completely avoided by construction activities and post-Project conditions are not expected to negatively impact the tree.
- **Minor impact** – Minor to moderate impacts to the dripline and/or OPTZ and lacking impacts to the SRR. The post-construction health effects for trees in this category are expected to be no effects or minor and temporary at most. Trees are not expected to be structurally destabilized.
- **Major impact** – Moderate to severe impacts to the dripline and/or OTPZ as well as impacts to the SRR. The post-construction health effects are expected to be minor to severe and temporary or permanent (dieback, decline, decay, and possibly death). Trees may be at increased risk of failure during atypical weather events that produce high winds and oversaturated soils. Trees may need to be mitigated if impacts would be so severe that mortality is inevitable or if the tree may be at risk of failure, as determined by a certified arborist.
- **Removal** – Complete removal of the tree, including trees with trunks located within or immediately adjacent to the path alignment.
- **Non-Removal –** These trees were originally identified as removals (Rincon 2022) but subsequently identified by Dewberry during the design process as trees to be retained. The level of impact (none, minor, or major) will be determined during construction.

Of the 151 trees surveyed, 59 will be removed as summarized in Table 2 below. The remaining trees will be retained, including 14 trees that will have major impacts, 40 tree that will have minor impacts, 18 are non-removals, and 17 trees will have no impact. There are three dead trees (#s 1, 7, and 14) that are not protected and were not considered in these numbers, which may or may not be removed by construction. Two trees were identified as large specimen trees potentially meeting heritage tree criteria due to their size: #54 (California sycamore) which will be retained and #146 (sugar gum eucalyptus) which will be removed. None of the trees are within the Coastal Zone.

Table 2 Tree Removal Summary

Common Name	Riparian Trees to be Removed	Upland Trees to be Removed	Total Number of Trees to be Removed[1]
sugar gum and blue gum eucalyptus	5	18	23
Southern California black walnut	2	–	2
western sycamore	8	–	8
black cottonwood	12	–	12
coast live oak	3	2	5
arroyo willow	9	–	9
California bay	–	–	–
Total	**39**	**20**	**59**

[1]This table is copied from the Mitigation Plan, which only includes removals per the IS-MND requirements. The extent of impacts to trees identified as "major impacts" are unknown at this time. The Project arborist will determine which trees are not likely to survive due to the amount of impact the tree endures during construction and/or whether the tree(s) should be removed at that time because they could become unstable and at risk of failure. Such trees shall be mitigated in accordance with AES-2 and MM BIO-2.

Due to the nature of excavation, grading, and trenching; the greatest concern to tree health and mortality associated with the Project is root damage. Proposed tree root impacts can be estimated based on the approximate percent of encroachment of Project areas or construction activities within the root zone and severity of impacts to the tree. In general, encroachments within the dripline and OTPZ, such as root severance and soil compaction, increase the likelihood that the tree will experience temporary or permanent negative health impacts including dieback, decline, decay, and death. Encroachments within the SRR, particularly root severance of larger roots (lateral or sinker roots and roots greater than two inches in diameter), increase the likelihood of tree destabilization (tree failure).

Existing conditions are also considered in estimating the tree's root zone and susceptibility to construction impacts. In general, tree roots are expected to be less abundant in paved or unpaved roads due to the compacted nature of the soil where roots may be deprived of water and oxygen, and where physical barriers such as retaining walls or drainages are present, roots may be impeded or have been previously severed. The type of tree and topography is also considered. For example, angiosperm trees (including oak trees) which are leaning or growing on a slope typically have roots which are larger and/or extend further on the tension side (opposite side of the lean or uphill side), whereas gymnosperm trees typically have roots which are larger and/or extend further on the compression side (same side of the lean or downhill side) (Groover 2016). Oak trees commonly grow on both steep slopes and flat terrain in California and develop different structural characteristics, as such, cutting roots on the uphill side of oak trees is more impactful than on the downhill side, depending on the severity of the slope (University of California Agriculture and Natural Resources 2011).

Actual impacts at the time of construction may be more or less because of the following factors: root systems vary by depth and lateral extent based on tree species, age, slope, and soil type; the health of trees may change drastically over time due to drought or anthropogenic effects; and the exact location/extent of construction activities may vary (e.g., trench depth and width, need for trimming of crown for equipment clearance, and shifts in Project alignment). If actual impacts result in a change from Minor/No Impacts to Major Impacts or Removal (as determined by a certified arborist), these trees shall be documented in a subsequent report to be submitted to the City. Trees which will not be removed shall be protected to the maximum extent feasible while allowing for approved construction activities.

6 Tree Protection Plan

Of the 148 protected trees surveyed, 89 are anticipated to be retained and preserved in perpetuity. The following avoidance and minimization measures shall be implemented to reduce avoid impacts to these trees during construction activities.

6.1 Arborist Monitoring

No person shall impact the roots or canopy of trees without oversight of a certified arborist. The arborist shall conduct a site walk with the Project engineer or construction manager prior to ground disturbance to determine which trees could potentially be impacted and to review suitable avoidance measures that shall be implemented to minimize impacts to the trees. Following the site walk, the arborist shall determine what activities shall be actively monitored. A daily log shall be completed by the monitor when construction activities occur within TPZs, to document any root and branch that need to be cut. A copy of this report and appendices shall be always on-site.

In accordance with MM BIO-2, where any riparian vegetation occurs along the edge of the construction easement, the City will minimize potential for long-term loss of riparian vegetation by trimming vegetation rather than removing the entire plant. Trimming will be conducted per the direction of a BCMA or Registered Consulting Arborist (RCA). Any approved excavation, demolition, or extraction within a trees OTPZ[2] will be performed with equipment sitting outside the OTPZ. Required methods within the OTPZ are hand digging or tunneling or hydraulic or pneumatic air excavation technology ("air-spade"). If heavy equipment is approved by the project arborist to be in the OTPZ, or if haul or access routes must pass over the root areas of trees, a protective buffer must be installed consisting of 6-inches of mulch or 3/4-inch quarry gravel or a base course of 3 inches of wood chips layered with 3 inches of gravel and overlaid with 3/4-inch plywood sheets or metal plates.

Gravel and woodchips shall be placed at least 12 inches away from any tree trunk to avoid damaging the trunk. Gravel, plywood, and/or metal plates required for construction should be removed following completion of construction activities.

6.2 Fencing

Minimum 6-foot-tall chain-link fencing or orange snow/construction fence (only where chain-link fencing is not feasible) shall be placed between the construction area and the dripline of trees. Fencing shall be verified by a certified arborist after installation and be maintained and in place through the duration of construction activities and until all equipment has been removed from the site. Signage shall be placed in visible areas along the fencing that indicates the following: "Tree Protection Zone, Do Not Enter".

[2] MM BIO-2 uses the term Critical Root Zone, defined as an area with a radius five times the diameter of the trunk. This term has been replaced with the OTPZ in this report for consistency with the previous impact analysis (Rincon 2022).

6.3 Root Impacts

Cutting or disturbing a large percentage of a tree's roots increases the likelihood of the tree's failure or death. The following recommendations can help minimize root impacts:

- Where grading, cut-and-fill, trenching, or any other ground disturbing activity occurs or is specifically shown on the Project plans within the dripline, the activity shall be done slowly to avoid ripping or tearing roots. Ripping or tearing roots can lead to rotting and decay and reduce stability and health in the tree. Hand tools or small hand-held power equipment shall be used when feasible within the TPZ.
- Roots that are 2 inches or more in diameter that are encountered shall be avoided to the extent feasible.
- Any root pruning shall be performed carefully. The roots shall be exposed through hand digging and cut at a 90-degree angle with a clean sharp blade. Roots shall not be torn or left jagged, as this can lead to rotting and decay and reduce stability and health in the tree. Excessive root pruning is not recommended. Root pruning can contribute to the quick decline of a tree that is stressed or lacking in health and vigor.
- New cuts shall be wetted and covered with absorbent tarp or heavy cloth fabric and remain in place until the trench/excavation is backfilled with soil and immediately watered. Fabric shall be removed just prior to backfilling. Roots shall not be left in a pool of water during construction as this can also cause rotting and decay. Backfill with native soil and reduce compaction to the extent feasible.
- Within no more than one week prior to excavation, trenching, or other subsurface work that would occur within the root zone, the soil within the dripline of the tree should be deep irrigated. This can be accomplished using a soaker hose for approximately 2 to 6 hours, depending on the volume of water and soil texture. This will allow water to be absorbed by the roots. This can be performed a few days before the root pruning is to be performed.
- If roots 2 inches in diameter or greater are encountered during path, sidewalk, or curb installation; methods such as bridging, root shaving (using a belt sander or equivalent tool and no more than 1/3 the diameter of the root), reducing sub-grade excavation, eliminating curbs, or modifying the design should be implemented as feasible.

6.4 Soil Compaction

Soil compaction imposes a complex set of physical, chemical, and biological constraints on tree growth. Principal components leading to limited growth are the loss of aeration and pore space, poor gas exchange with the atmosphere, lack of available water, and mechanical impedance of root growth. Soil compaction is the largest single factor responsible for the decline of trees on construction sites. The following guidelines are recommended to protect trees from soil compaction that may occur due to Project activities:

- No equipment or materials shall be stored under canopies, or within the dripline of trees. On-site staging, storage and washing of construction materials and equipment shall be limited to designated and approved areas.
- In areas where vehicles or equipment may impact tree roots, temporary steel plates or plywood shall be installed to protect the root zone as needed.

- No washing of equipment or vehicles or dumping of hazardous/toxic materials shall occur within 50 feet of a preserved tree.

6.5 Mechanical Damage

Inadvertent damage to limbs and branches (i.e., mechanical damage) from equipment may occur if work, including staging and access, are within the TPZ. If damage occurs to limbs and branches, the arborist will be notified immediately, and branches shall be pruned immediately with clean and sharp pruners according to best practices as determined by the arborist. If damage to the bark or trunk occurs, wound dressings are not recommended. Treatment of said damages shall be applied in accordance with the American National Standards Institute (ANSI) A300 Management of Trees and Shrubs during Site Planning, Site Development, and Construction, Section 8.3 Wound Treatment (ANSI 2012).

6.6 Pruning

Pruning/trimming of trees shall be limited to only what is necessary for construction and conducted under the direct supervision of a certified arborist. Climbing spurs and spikes shall not be used. A thorough inspection of the canopy shall be conducted to determine pruning specifications. Pruning shall rely on best practices as determined by the certified arborist.

6.7 Post-Construction Arborist Report

Following construction completion, a final arborist report shall be prepared by a certified arborist. The report should include a summary of construction activities completed, tree impacts that occurred, tree protection measures implemented, and a final summary of mitigation requirements (including the total number of protected trees removed or majorly impacted and number of replacement trees required).

7 Tree Mitigation

AES-2 and MM BIO-2 require replacement for removal at a 3:1 ratio for riparian trees and 1:1 ratio for upland trees. Trees that are subjected to major impacts may not survive and/or may become structurally unstable. According to the City, every effort will be made to minimize impacts to trees to the greatest extent feasible. The extent of impacts to trees identified as "major impacts" are unknown at this time. The Project arborist will determine which trees are not likely to survive due to the amount of impact the tree endures during construction and/or whether the tree(s) should be removed at that time because they could become unstable and at risk of failure. Such trees shall be mitigated in accordance with AES-2 and MM BIO-2.

Table 3 Summary of Mitigation Requirements for Impacts to Trees

	Removal of Riparian Trees			Removal of Upland Trees			
Common Name	Trees to be Removed	Mitigation Ratio	Mitigation Amount	Trees to be Removed	Mitigation Ratio	Mitigation Amount	Total Mitigation Required[1]
sugar gum and blue gum eucalyptus	5	3:1	15	18	1:1	18	**33**
Southern California black walnut	2	3:1	6	0	–	–	**6**
western sycamore	8	3:1	24	0	–	–	**24**
black cottonwood	12	3:1	36		–	–	**36**
coast live oak	3	3:1	9	2	1:1	2	**11**
arroyo willow	9	3:1	27	0	–	–	**27**
California bay	0	3:1	–	0	–	–	**0**
Total	**39**		**117**	**20**		**20**	**137**

[1]This table is copied from the Mitigation Plan, which only includes removals per the IS-MND requirements. The extent of impacts to trees identified as "major impacts" are unknown at this time. The Project arborist will determine which trees are not likely to survive due to the amount of impact the tree endures during construction and/or whether the tree(s) should be removed at that time because they could become unstable and at risk of failure. Such trees shall be mitigated in accordance with AES-2 and MM BIO-2.

The following is a summary of tree mitigation requirements from the Mitigation Plan (Rincon 2023), which can be referenced for further context:

- Eucalyptus trees will be replaced with native trees.
- Riparian tree mitigation will be located at two locations, along San Jose Creek adjacent to the northern segment of the pathway and at Jonny D. Wallis Park. Combined, the trees designated for these two mitigation sites will likely be more than required for mitigation; therefore, there will likely be surplus trees installed at the northern segment of the pathway. All trees that will be installed along Old San Jose Creek at Ekwill Street and San Jose Creek along the southern segment of the pathway will be considered surplus trees.
- No trees are currently proposed for removal in the Coastal Zone. Nonetheless, any tree removed within the Coastal Zone shall be replaced within the Coastal Zone.

- Riparian mitigation trees will be locally sourced to preserve the integrity of local gene pools; upland mitigation trees (i.e., along Calle Real) may be commercially available California natives.
- Site preparation includes non-native plant removal and potential removal/treatment of invasive non-native trees.
- Trees will be installed on average at 10-foot spacing and mulched.
- All mitigation restoration areas shall be monitored and maintained for a 5-year period to ensure successful establishment.
- Final mitigation tree quantities per species and location will be determined following construction completion and will be incorporated into as-built site plans for the Project.
- Performance criteria includes a minimum 80 percent survival of all mitigation trees at the end of 5 years.
- Watering will be stopped for the last two years of the maintenance period (i.e., at the end of Year 3).

Table 4 Summary of Tree Mitigation

Common Name	Total Mitigation Trees Required	Mitigation Trees to be Installed	Surplus Trees to be Installed[1]	Grand Total
sugar gum and blue gum eucalyptus	33	–	–	–
Southern California black walnut	6	12	–	–
Western sycamore	24	24	–	–
black cottonwood	36	36	–	–
coast live oak	11	33	–	–
arroyo willow	27	27	–	–
California bay	0	5	–	–
Total	**137**	**137**	**Up to 200**	**Up to 337**

[1]This table is copied from the Mitigation Plan (Rincon 2023), which can be referenced for more context and clarity regarding surplus trees.

7.1 Additional Tree Planting Recommendations

In addition to the planting guidelines provided in the Mitigation Plan (Rincon 2023), the following tree planting recommendations are provided herein to help ensure long term tree survival and can be implemented as needed and as feasible.

- Trees should be planted outside the OTPZ of existing protected trees and dripline of other trees, to the extent feasible.
- Mitigation trees should be inspected by a horticulturalist or arborist for pests, disease, or structural issues prior to procurement and/or planting.
- Except for Southern California black walnuts, mitigation trees should be standard specimens rather than multi-truck, especially where planted near public access areas, because multi-trunk trees can have weak attachments when they reach maturity.
- Planting holes should be at least twice the diameter and the same depth as the root ball. Slightly backfill the hole and plant the tree so that the buttress is slightly above grade to allow for settling. Mitigation trees will not survive if they are planted too deep or too shallow.

- Create a tree well approximately 2 to 3 feet around each tree to retain irrigation water throughout the monitoring period.
- Support stakes should be installed as needed to prevent trees from falling over due to high winds and removed as soon as it is determined that the tree has established a supportive root structure.
- Native trees should be pruned back only to remove broken limbs or dead wood. It may be necessary after the first year to conduct corrective pruning to help train or balance the individual tree crowns. Otherwise, pruning should not be performed. Industry standard arborist pruning practices should be followed for all pruning activities. Oak tree pruning should occur during cool weather conditions, typically from mid-November to mid-February to prevent tree stress.

8 References

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9 Arborist Disclosure

Arborists are tree specialists who use their education, knowledge, training, and experience to examine trees, recommend measures to enhance the beauty and health of trees, and attempt to reduce the risk of living near them. Clients may choose to accept or disregard the recommendations of the arborist, or to seek additional advice.

Arborists cannot detect every condition that could possibly lead to failure of a tree. Trees are living organisms subject to attack by disease, insects, fungi, weather, and other forces of nature, and conditions that lead failure are often hidden within trees or below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specified period. Likewise, remedial treatments, like any medicine, cannot be guaranteed. Treatment, pruning, and removal of trees may involve considerations beyond the scope of the arborist's services such as property boundaries, property ownership, site lines, disputes between neighbors, and other issues. Arborists cannot take such considerations into account unless complete and accurate information is disclosed to the arborist. An arborist should then be expected to reasonably rely upon the completeness and accuracy of the information provided.

Trees can be managed, but they cannot be controlled. To live near trees is to accept some degree of risk. The only way to eliminate all risk associated with trees is to eliminate all trees.

The analysis, opinions, and conclusions stated herein are based on current scientific procedures and commonly accepted arboricultural practices.

Appendix A

Tree Matrix

Tree ID #	Scientific Name	Common Name	Native or Non-Native	Aggregate DSH (inches)	Individual DSH (inches)	Tree Height (Feet)	OTPZ (Feet)	SRR (Feet)	Condition	Damage/Issues	Proposed Impact	Within CDFW (Yes or No)
1	Salix lasiolepis	arroyo willow	Native	12	12	15			Dead			Y
2	Eucalyptus globulus	blue-gum eucalyptus	Non-Native	58	40,24,24,24	80	58	26	Fair	fire damage to lower trunks	Removal	Y
3	Eucalyptus globulus	blue-gum eucalyptus	Non-Native	36	36	10	36	16	Poor	tree has fallen and is declining	Removal	Y
4	Eucalyptus globulus	blue-gum eucalyptus	Non-Native	36	36	50	36	16	Fair		Removal	Y
5	Salix lasiolepis	arroyo willow	Native	20	15,8,11	30	15	9	Fair		Minor	N
6	Platanus racemosa	California sycamore	Native	12	12	50	12	5	Good		No Impact	Y
7	Populus trichocarpa	black cottonwood	Native	12	12	20			Dead			Y
8	Populus trichocarpa	black cottonwood	Native	26	17,20	60	33	12	Fair		Major	Y
9	Populus trichocarpa	black cottonwood	Native	21	21	70	26	9	Good		Removal	Y
10	Platanus racemosa	California sycamore	Native	24	24	50	24	11	Fair		Removal	Y
11	Quercus agrifolia	coast live oak	Native	20	20	25	15	9	Fair		No Impact	Y
12	Populus trichocarpa	black cottonwood	Native	17	17	50	21	8	Good		Removal	Y
13	Populus trichocarpa	black cottonwood	Native	12	11,4	40	15	5	Good		Minor	Y
14	Salix lasiolepis	arroyo willow	Native	44	29,22,25	40			Dead			Y
15	Platanus racemosa	California sycamore	Native	16	15,4	60	16	7	Good		Removal	Y
16	Populus trichocarpa	black cottonwood	Native	14	14	50	18	6	Fair		Non-Removal	Y
17	Populus trichocarpa	black cottonwood	Native	8	8	30	8	4	Fair		Minor	Y
18	Populus trichocarpa	black cottonwood	Native	14	12,7	60	17	6	Good		Major	Y
19	Populus trichocarpa	black cottonwood	Native	20	20	50	25	9	Good		Non-Removal	Y
20	Salix lasiolepis	arroyo willow	Native	17	10,10,10	15	13	8	Poor	trunks have fallen over	Minor	Y
21	Populus trichocarpa	black cottonwood	Native	14	14	50	18	6	Fair		Removal	Y
22	Populus trichocarpa	black cottonwood	Native	20	14,14	40	25	9	Fair		Non-Removal	Y
23	Populus trichocarpa	black cottonwood	Native	12	12	40	15	5	Poor	significant die back	Non-Removal	Y
24	Populus trichocarpa	black cottonwood	Native	24	24	60	30	11	Fair		Minor	Y
25	Quercus agrifolia	coast live oak	Native	26	26	40	20	12	Good		Minor	Y
26	Quercus agrifolia	coast live oak	Native	15	15	25	11	7	Fair	basal wound with decay	Removal	Y
27	Quercus agrifolia	coast live oak	Native	26	26	30	20	12	Good		Removal	Y
28	Quercus agrifolia	coast live oak	Native	32	15,19,21	40	24	14	Fair		Non-Removal	Y
29[1]	Platanus racemosa	California sycamore	Native	37	36,8,2	60	46	17	Fair		Removal	Y
30	Umbellularia californica	California bay laurel	Native	17	16,3,3	60	17	7	Fair		Non-Removal	Y
31	Salix lasiolepis	arroyo willow	Native	4	4	15	3	2	Poor		Removal	Y
32	Quercus agrifolia	coast live oak	Native	20	20	45	15	9	Good		Non-Removal	Y
33	Salix lasiolepis	arroyo willow	Native	24	24	20	24	11	Poor		Non-Removal	Y
34	Platanus racemosa	California sycamore	Native	36	36	60	36	16	Good	tree has fallen over	Major	Y
35	Platanus racemosa	California sycamore	Native	23	23	50	23	10	Fair	approximate 45° lean to west	Major	Y
36	Platanus racemosa	California sycamore	Native	25	25	60	25	11	Fair		Removal	Y
37	Platanus racemosa	California sycamore	Native	38	38	80	38	17	Good		Removal	Y
38	Platanus racemosa	California sycamore	Native	31	31	70	31	14	Good		Removal	Y
39	Platanus racemosa	California sycamore	Native	23	23	60	23	10	Good		Major	Y

Tree ID #	Scientific Name	Common Name	Native or Non-Native	Aggregate DSH (inches)	Individual DSH (inches)	Tree Height (Feet)	OTPZ (Feet)	SRR (Feet)	Condition	Damage/Issues	Proposed Impact	Within CDFW (Yes or No)
40	Platanus racemosa	California sycamore	Native	30	30	50	30	14	Fair		Non-Removal	Y
41	Salix lasiolepis	arroyo willow	Native	10	10	15	8	5	Good		Non-Removal	Y
42	Populus trichocarpa	black cottonwood	Native	6	6	20	6	3	Fair		Removal	Y
43	Platanus racemosa	California sycamore	Native	17	17	25	17	8	Fair		Removal	Y
44	Platanus racemosa	California sycamore	Native	42	42	70	42	19	Fair	truck at approximately 45^{o} angle toward northwest	Removal	Y
45	Salix lasiolepis	arroyo willow	Native	10	10	30	8	5	Fair		No Impact	Y
46	Melaleuca citrina	crimson bottlebrush	Non-Native	4	4	25	3	2	Fair		No Impact	Y
47	Salix lasiolepis	arroyo willow	Native	13	11,6,4	30	10	6	Poor		Major	Y
48	Salix lasiolepis	arroyo willow	Native	8	8	30	6	4	Fair		No Impact	Y
49	Salix lasiolepis	arroyo willow	Native	13	9,9	30	10	6	Poor		No Impact	Y
50	Salix lasiolepis	arroyo willow	Native	14	7	30	11	6	Fair	conks on trunk	Non-Removal	Y
51	Salix lasiolepis	arroyo willow	Native	11	14	30	8	5	Fair		Removal	Y
52	Populus trichocarpa	black cottonwood	Native	7	2,6,6,6,3	30	7	3	Fair		Removal	Y
53	Salix lasiolepis	arroyo willow	Native	5	5	30	4	2	Fair		Minor	Y
54*	Platanus racemosa	California sycamore	Native	49	26,26,26,16,10,6,3,2	70	49	22	Fair		Non-Removal	Y
55	Salix lasiolepis	arroyo willow	Native	4	4	25	3	2	Fair		Minor	Y
56	Populus trichocarpa	black cottonwood	Native	15	15	50	19	7	Good		Removal	Y
57	Salix lasiolepis	arroyo willow	Native	10	10	30	8	5	Fair	cavity with decay on NW face of NW trunk at 5 feet above grade	Minor	Y
58	Salix lasiolepis	arroyo willow	Native	8	8	30	6	4	Fair		No Impact	Y
59	Salix lasiolepis	arroyo willow	Native	11	11	25	11	5	Poor		Minor	Y
60	Salix lasiolepis	arroyo willow	Native	6	6	15	5	3	Fair		Major	Y
61	Salix lasiolepis	arroyo willow	Native	7	7	20	5	3	Poor		Minor	Y
62	Salix lasiolepis	arroyo willow	Native	20	15,13,4	20	15	9	Poor		Non-Removal	Y
63	Salix lasiolepis	arroyo willow	Native	17	10,10,4,8	20	13	8	Poor		Major	Y
64	Salix lasiolepis	arroyo willow	Native	5	5	15	4	2	Poor		Minor	Y
65[2]	Salix lasiolepis	arroyo willow	Native	12	12	30	12	5	Poor		Minor	Y
66	Salix lasiolepis	arroyo willow	Native	19	12,11,10	30	19	9	Poor		Removal	Y
67	Salix lasiolepis	arroyo willow	Native	16	12,10,4	30	16	7	Poor		Non-Removal	Y
68	Populus trichocarpa	black cottonwood	Native	16	16	50	20	7	Good		Major	Y
69	Salix lasiolepis	arroyo willow	Native	6	6	30	5	3	Fair		Minor	Y
70	Salix lasiolepis	arroyo willow	Native	10	10	25	8	5	Poor	seam with ooze on NW face at 4-6 feet	Minor	Y
71	Salix lasiolepis	arroyo willow	Native	16	12,10	30	12	7	Fair		Major	Y
72	Salix lasiolepis	arroyo willow	Native	13	13	20	10	6	Fair		Minor	Y
73	Salix lasiolepis	arroyo willow	Native	10	8,6	25	8	5	Fair		Major	Y
74	Platanus racemosa	California sycamore	Native	11	8,8	40	8	5	Good		Minor	Y
75	Salix lasiolepis	arroyo willow	Native	20	12,8,10,10	35	15	9	Poor		Non-Removal	Y
76	Platanus racemosa	California sycamore	Native	15	14,4	50	15	7	Good		Major	Y
77	Salix lasiolepis	arroyo willow	Native	6	6,2	15	5	3	Fair		Minor	Y

Tree ID #	Scientific Name	Common Name	Native or Non-Native	Aggregate DSH (inches)	Individual DSH (inches)	Tree Height (Feet)	OTPZ (Feet)	SRR (Feet)	Condition	Damage/Issues	Proposed Impact	Within CDFW (Yes or No)
78	Populus trichocarpa	black cottonwood	Native	24	24	50	30	11	Good		Major	Y
79	Salix lasiolepis	arroyo willow	Native	16	16	20	12	7	Fair		Minor	Y
80	Populus trichocarpa	black cottonwood	Native	5	5	25	5	2	Good		Removal	Y
81	Eucalyptus globulus	blue-gum eucalyptus	Non-Native	46	46	70	46	21	Fair		Non-Removal	Y
82	Eucalyptus globulus	blue-gum eucalyptus	Non-Native	30	30	70	30	14	Fair		Non-Removal	Y
83	Eucalyptus globulus	blue-gum eucalyptus	Non-Native	32	32	65	32	14	Fair		Removal	Y
84	Eucalyptus globulus	blue-gum eucalyptus	Non-Native	38	38	45	38	17	Fair		Minor	Y
85	Eucalyptus globulus	blue-gum eucalyptus	Non-Native	19	18,4,4,2,2	50	19	9	Poor		Removal	Y
86	Salix lasiolepis	arroyo willow	Native	9	8,4	20	7	4	Fair		Minor	Y
87	Salix lasiolepis	arroyo willow	Native	10	8,6,2	25	8	5	Fair		Minor	Y
88	Salix lasiolepis	arroyo willow	Native	4	4	15	2	2	Fair		Minor	Y
89	Eucalyptus globulus	blue-gum eucalyptus	Non-Native	32	32	70	32	14	Fair		Minor	Y
90	Eucalyptus globulus	blue-gum eucalyptus	Non-Native	32	32	70	32	14	Fair		Minor	N
91	Eucalyptus globulus	blue-gum eucalyptus	Non-Native	49	40,22,10,14	80	49	22	Good		Removal	Y
92	Salix lasiolepis	arroyo willow	Native	5	5	25	3	2	Fair		Removal	Y
93	Platanus racemosa	California sycamore	Native	8	8	35	6	4	Good		Minor	Y
94	Salix lasiolepis	arroyo willow	Native	14	14	45	11	6	Fair		Minor	Y
95	Salix lasiolepis	arroyo willow	Native	7	7,2	30	5	3	Poor		Minor	Y
96	Salix lasiolepis	arroyo willow	Native	13	10,8	35	10	6	Fair		Minor	Y
97	Populus trichocarpa	black cottonwood	Native	20	20	70	25	9	Good		Removal	Y
98	Salix lasiolepis	arroyo willow	Native	16	12,10	40	12	7	Good		Removal	Y
99	Salix lasiolepis	arroyo willow	Native	23	12,11,12,10	40	17	10	Poor		Removal	Y
100	Salix lasiolepis	arroyo willow	Native	16	12,10	40	12	7	Fair		Removal	Y
101	Quercus agrifolia	coast live oak	Native	6	6	30	3	3	Good		No Impact	Y
102	Quercus agrifolia	coast live oak	Native	17	17	45	13	8	Good		No Impact	Y
103	Salix lasiolepis	arroyo willow	Native	10	10	20	8	5	Fair		Minor	Y
104	Populus trichocarpa	black cottonwood	Native	6	6	25	6	3	Good		Removal	Y
105	Salix lasiolepis	arroyo willow	Native	11	8,7,3	20	8	5	Fair		Minor	Y
106	Quercus agrifolia	coast live oak	Native	4	4	15	2	2	Good		Removal	Y
107	Salix lasiolepis	arroyo willow	Native	4	4	10	2	2	Fair		Removal	Y
108	Populus trichocarpa	black cottonwood	Native	4	4	10	4	2	Poor		Minor	Y
109	Platanus racemosa	California sycamore	Native	16	16	50	16	7	Good		Minor	Y
110	Juglans californica	California black walnut	Native	25	20,14,6	35	31	11	Fair		Removal	Y
111	Populus trichocarpa	black cottonwood	Native	30	30	80	45	14	Fair		Removal	Y
112	Juglans californica	California black walnut	Native	18	9,9,9,5,7	35	22	8	Fair		Removal	Y
113	Populus trichocarpa	black cottonwood	Native	18	18	25	23	8	Fair		Minor	Y
114	Platanus racemosa	California sycamore	Native	6	5,4	30	5	3	Good		No Impact	Y
115	Fraxinus uhdei	shamel ash	Non-Native	10	10	40	8	5	Poor		No Impact	Y

Tree ID #	Scientific Name	Common Name	Native or Non-Native	Aggregate DSH (inches)	Individual DSH (inches)	Tree Height (Feet)	OTPZ (Feet)	SRR (Feet)	Condition	Damage/Issues	Proposed Impact	Within CDFW (Yes or No)
116	Populus trichocarpa	black cottonwood	Native	20	20	50	25	9	Fair		Removal	Y
117	Populus trichocarpa	black cottonwood	Native	36	36	80	54	16	Fair		Removal	Y
118	Salix lasiolepis	arroyo willow	Native	12	12	30	9	5	Good		Removal	Y
119	Quercus agrifolia	coast live oak	Native	15	10,8,6,6	30	12	7	Fair	basal wound on northwest face	Removal	N
120	Eucalyptus globulus	blue-gum eucalyptus	Non-Native	23	18,14	30	23	10	Poor		Minor	N
121	Quercus agrifolia	coast live oak	Native	20	20	40	15	9	Good		No Impact	N
122	Quercus agrifolia	coast live oak	Native	24	24	45	18	11	Fair	Trunks have fallen over	Removal	N
123	Eucalyptus globulus	blue-gum eucalyptus	Non-Native	13	9,9	25	13	6	Poor		Minor	N
124	Quercus agrifolia	coast live oak	Native	30	20,14,14,10	40	22	13	Fair		Major	N
125	Eucalyptus globulus	blue-gum eucalyptus	Non-Native	27	12,10,12,12,14	40	27	12	Fair	Trunks have fallen over	Removal	N
126	Eucalyptus globulus	blue-gum eucalyptus	Non-Native	18	16,8	30	18	8	Poor		Removal	N
127	Eucalyptus globulus	blue-gum eucalyptus	Non-Native	9	8,4	25	9	4	Fair	Trunks have fallen over	Minor	N
128	Eucalyptus globulus	blue-gum eucalyptus	Non-Native	4	4	25	3	2	Fair	Trunks have fallen over	Removal	N
129	Nicotiana glauca	tree tobacco	Non-Native	6	6	20	5	3	Fair	Trunks have fallen over	No Impact	N
130	Eucalyptus globulus	blue-gum eucalyptus	Non-Native	32	16,16,16,16	30	32	14	Poor	Trunks have fallen over	Removal	N
131	Eucalyptus globulus	blue-gum eucalyptus	Non-Native	30	20,22	30	30	13	Poor		Removal	N
132	Eucalyptus globulus	blue-gum eucalyptus	Non-Native	34	24,24	35	34	15	Fair	Trunks have fallen over	Removal	N
133	Eucalyptus globulus	blue-gum eucalyptus	Non-Native	16	16	30	16	7	Poor	Trunks have fallen over	Removal	N
134	Eucalyptus globulus	blue-gum eucalyptus	Non-Native	30	28,10	30	30	13	Poor	Trunks have fallen over	Removal	N
135	Eucalyptus globulus	blue-gum eucalyptus	Non-Native	42	26,24,22	40	42	19	Fair	Trunks have fallen over	Removal	N
136	Fraxinus uhdei	shamel ash	Non-Native	16	16	50	12	7	Good	Trunks have fallen over	No Impact	N
137	Eucalyptus globulus	blue-gum eucalyptus	Non-Native	15	10,8,8	20	15	7	Poor	Trunks have fallen over	Removal	N
138	Eucalyptus globulus	blue-gum eucalyptus	Non-Native	19	10,10,12	30	19	8	Fair		Removal	N
139	Eucalyptus globulus	blue-gum eucalyptus	Non-Native	33	22,16,15,10	35	33	15	Fair	Trunks have fallen over	Removal	N
140	Eucalyptus globulus	blue-gum eucalyptus	Non-Native	20	20	30	20	9	Poor	Trunks have fallen over	Removal	N
141	Quercus agrifolia	coast live oak	Native	7	7	25	4	3	Good	Trunks have fallen over	Minor	N
142	Eucalyptus globulus	blue-gum eucalyptus	Non-Native	25	18,18	30	25	11	Poor	Trunks have fallen over	Removal	N
143	Eucalyptus cladocalyx	sugar gum eucalyptus	Non-Native	12	12	40	12	5	Fair		Removal	N
144	Eucalyptus cladocalyx	sugar gum eucalyptus	Non-Native	12	12	30	12	5	Fair	Trunks have fallen over	Removal	N
145	Eucalyptus cladocalyx	sugar gum eucalyptus	Non-Native	11	8,7,3	40	11	5	Fair		No Impact	N
146*	Eucalyptus cladocalyx	sugar gum eucalyptus	Non-Native	74	74	80	93	33	Good		Removal	N
147	Eucalyptus globulus	blue-gum eucalyptus	Non-Native	16	16	30	16	7	Fair		No Impact	N
148	Eucalyptus globulus	blue-gum eucalyptus	Non-Native	23	16,12,8,8	30	23	10	Fair		Removal	N
149	Eucalyptus globulus	blue-gum eucalyptus	Non-Native	25	16,14,13	30	25	11	Poor	Trunks have fallen over	Minor	N
150	Eucalyptus cladocalyx	sugar gum eucalyptus	Non-Native	9	9	30	9	4	Fair	Trunks have fallen over	No Impact	N
151	Eucalyptus cladocalyx	sugar gum eucalyptus	Non-Native	40	40	70	40	18	Fair	Trunks have fallen over	Minor	N

[1] Tree 29 Not tagged

[2] Tree 65 Nearly dead

* Trees 54 and 146 Identified as large specimen trees (Rincon 2022) potentially meeting heritage criteria.

Appendix B

Tree Impact Index

Figure B-1 Tree Impact Overview



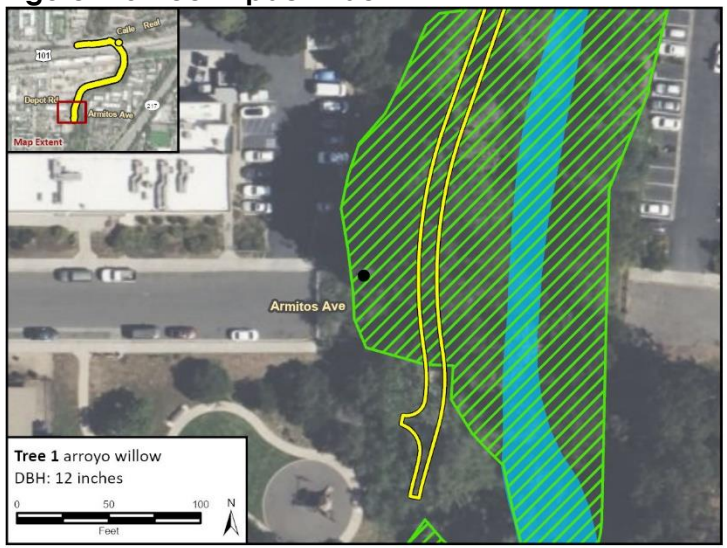
Imagery provided by Esri and its licensors © 2025.

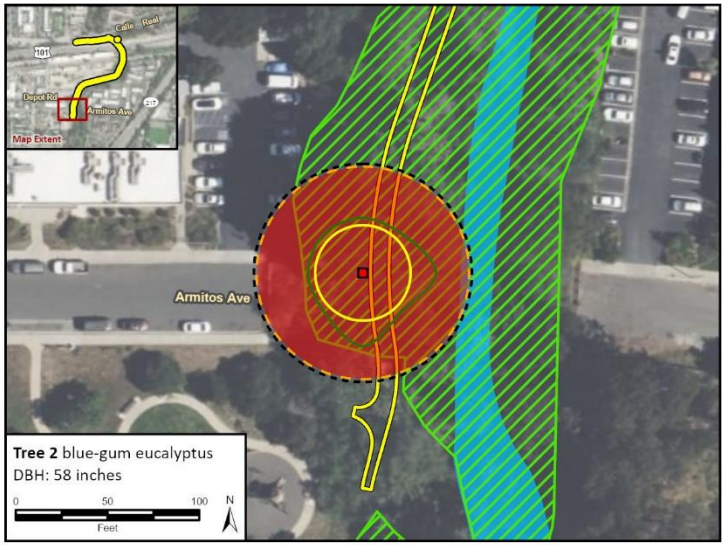
23-14463 Bio Figures
Fig X Tree Index Overview - Portrait

Figure B-2 Tree Impact Index Legend

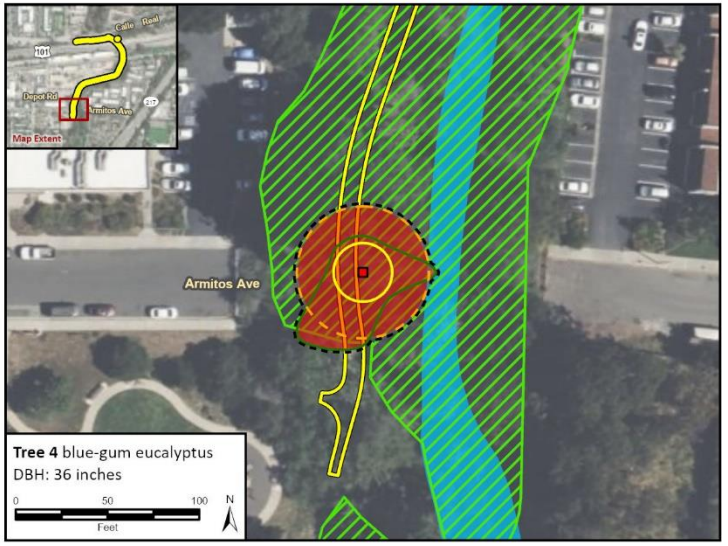


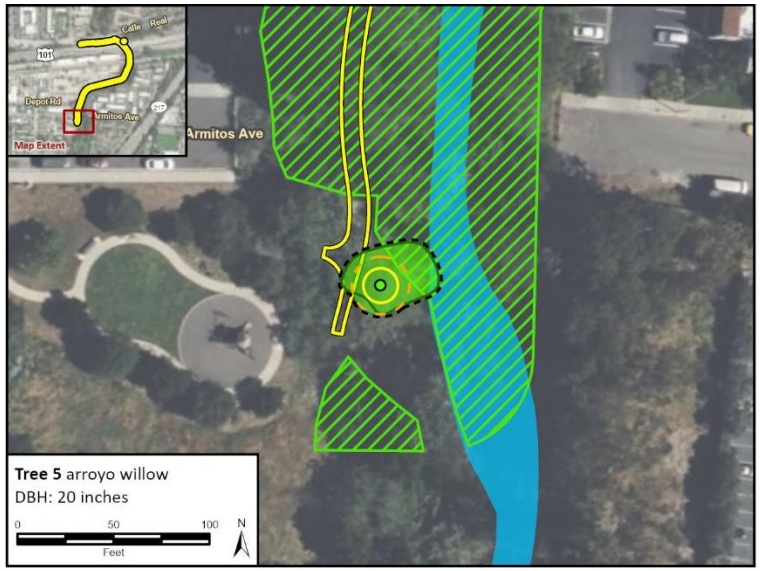
Figure B-3 Tree Impact Index



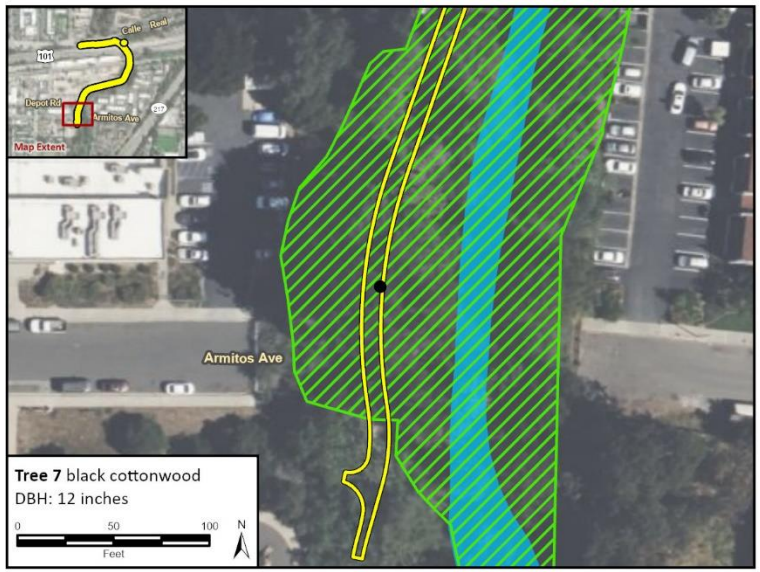






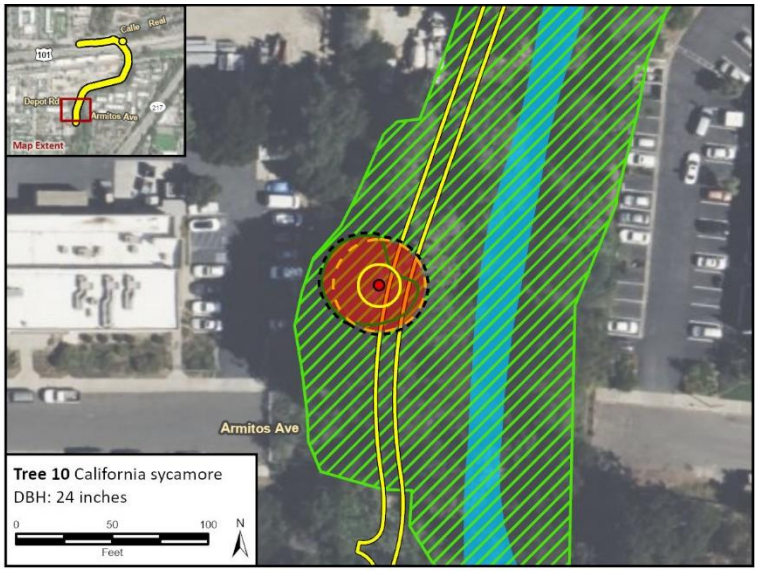

Armitos Ave
Map Extent
Tree 5 arroyo willow
DBH: 20 inches
0 50 100
Feet
N

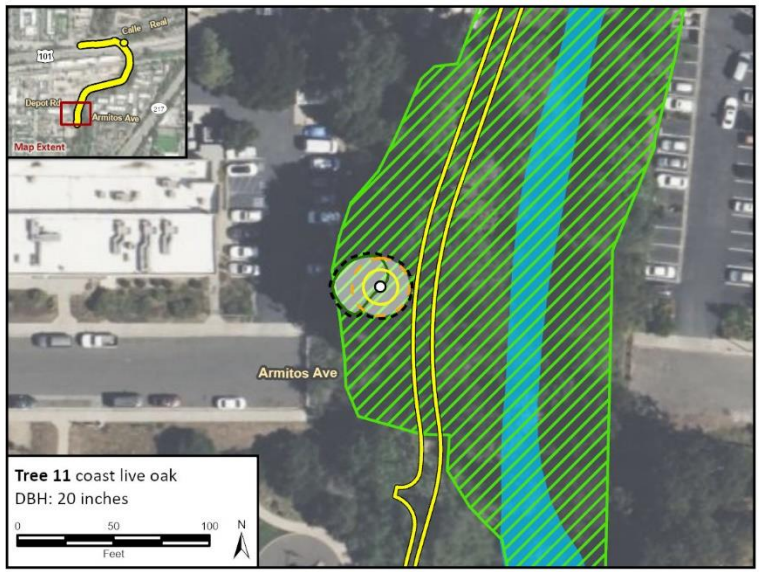

Armitos Ave
Map Extent
Tree 6 California sycamore
DBH: 12 inches
0 50 100
Feet
N

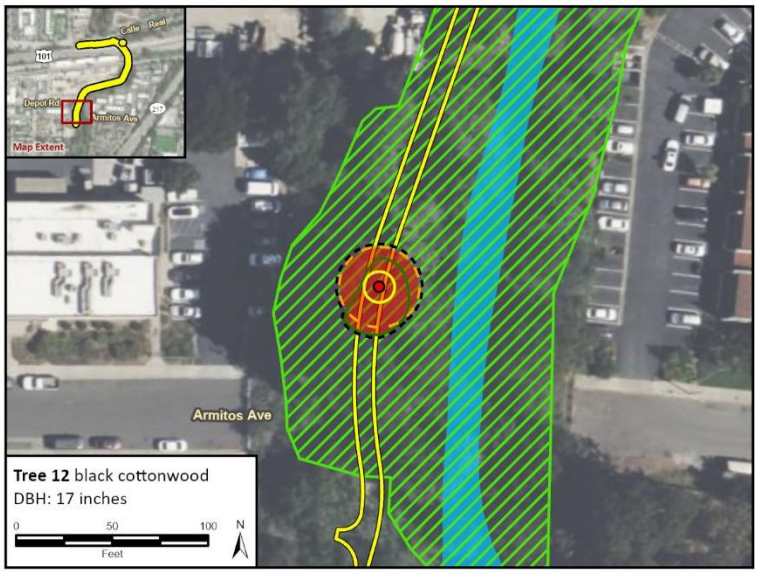

Armitos Ave
Map Extent
Tree 7 black cottonwood
DBH: 12 inches
0 50 100
Feet
N


Armitos Ave
Map Extent
Tree 8 black cottonwood
DBH: 26 inches
0 50 100
Feet
N


Armitos Ave
Tree 9 black cottonwood
DBH: 21 inches
0 50 100
Feet
N


Armitos Ave
Tree 10 California sycamore
DBH: 24 inches
0 50 100
Feet
N

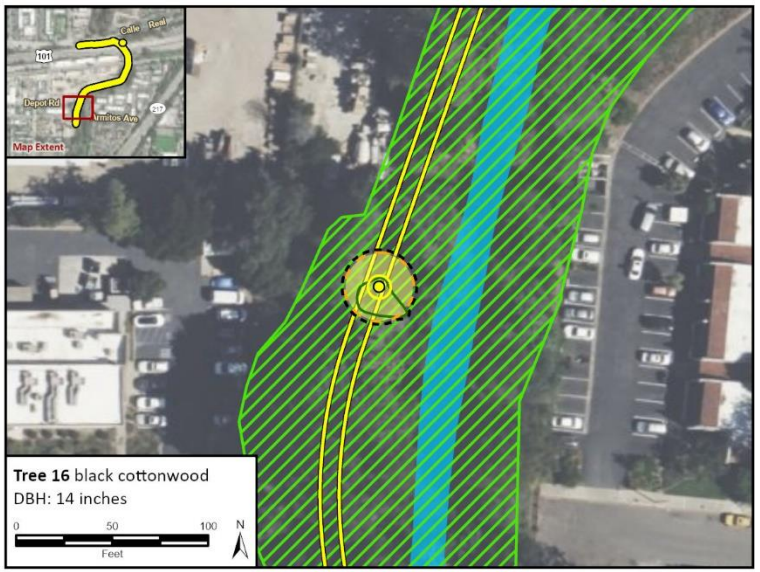

Armitos Ave
Tree 11 coast live oak
DBH: 20 inches
0 50 100
Feet
N


Armitos Ave
Tree 12 black cottonwood
DBH: 17 inches
0 50 100
Feet
N


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Armitos Ave
Tree 13 black cottonwood
DBH: 12 inches
0 50 100
Feet
N


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 14 arroyo willow
DBH: 44 inches
0 50 100
Feet
N


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 15 California sycamore
DBH: 16 inches
0 50 100
Feet
N


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 16 black cottonwood
DBH: 14 inches
0 50 100
Feet
N


Map Extent
Tree 17 black cottonwood
DBH: 8 inches
0 50 100
Feet
N


Map Extent
Tree 18 black cottonwood
DBH: 14 inches
0 50 100
Feet
N


Map Extent
Tree 19 black cottonwood
DBH: 20 inches
0 50 100
Feet
N

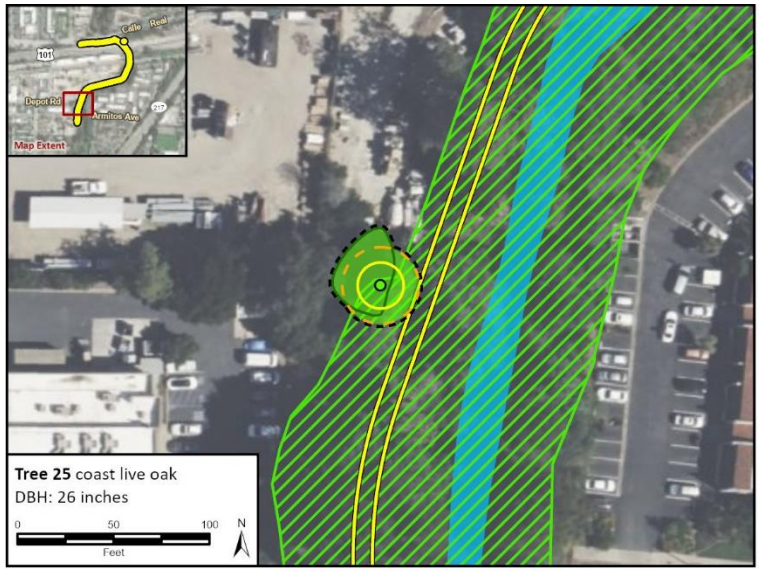

Map Extent
Tree 20 arroyo willow
DBH: 17 inches
0 50 100
Feet
N
Armitos Ave


Calle Real
101
Depot Rd
Map Extent
Tree 21 black cottonwood
DBH: 14 inches
0 50 100
Feet
N


Calle Real
101
Depot Rd
Map Extent
Tree 22 black cottonwood
DBH: 20 inches
0 50 100
Feet
N

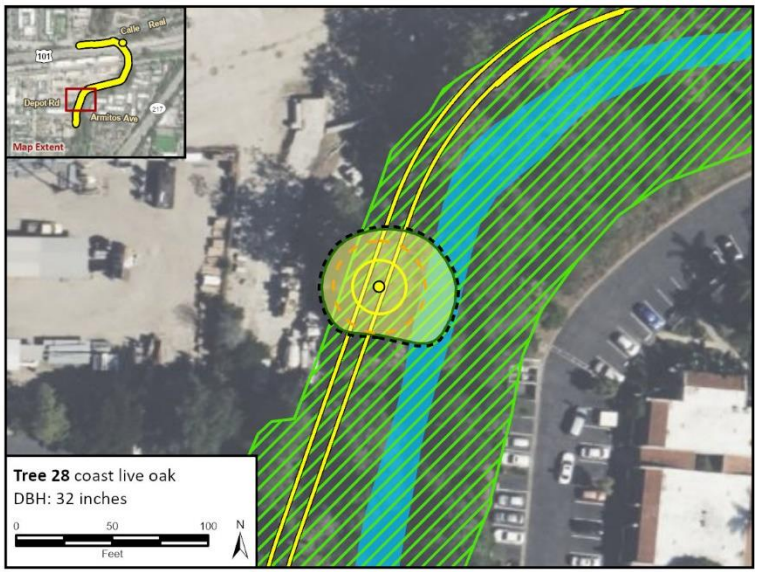

Calle Real
101
Depot Rd
Map Extent
Tree 23 black cottonwood
DBH: 12 inches
0 50 100
Feet
N

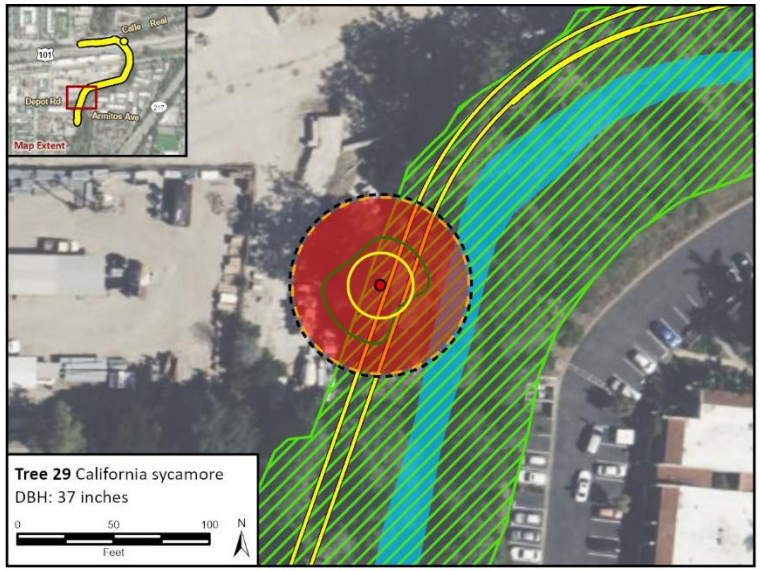

Calle Real
101
Depot Rd
Map Extent
Tree 24 black cottonwood
DBH: 24 inches
0 50 100
Feet
N


Tree 25 coast live oak
DBH: 26 inches
0 50 100
Feet
N
Map Extent

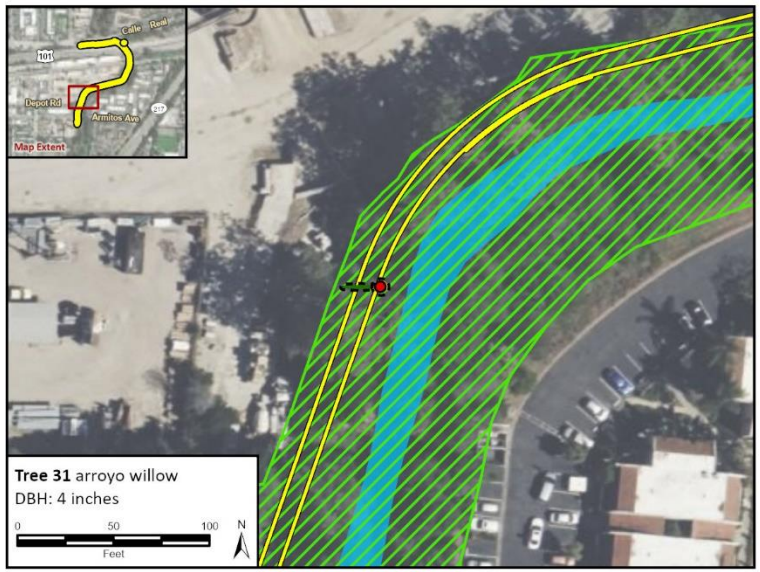

Tree 26 coast live oak
DBH: 15 inches
0 50 100
Feet
N
Map Extent

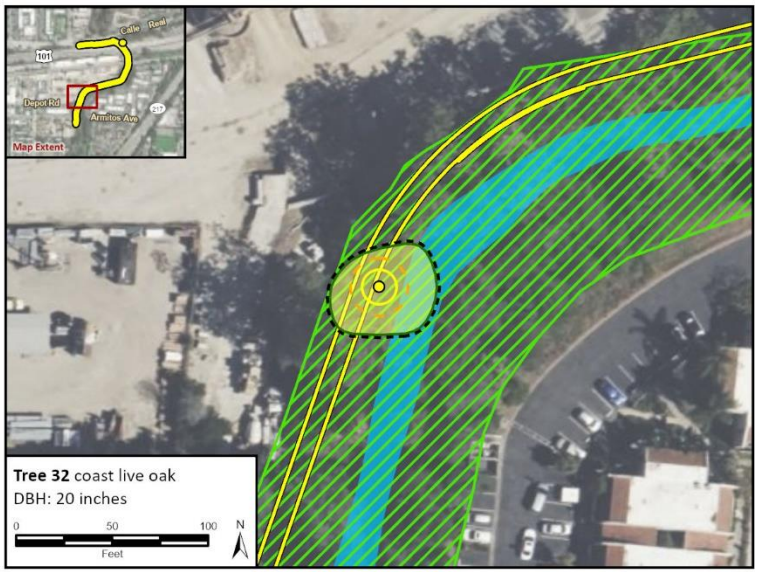

Tree 27 coast live oak
DBH: 26 inches
0 50 100
Feet
N
Map Extent

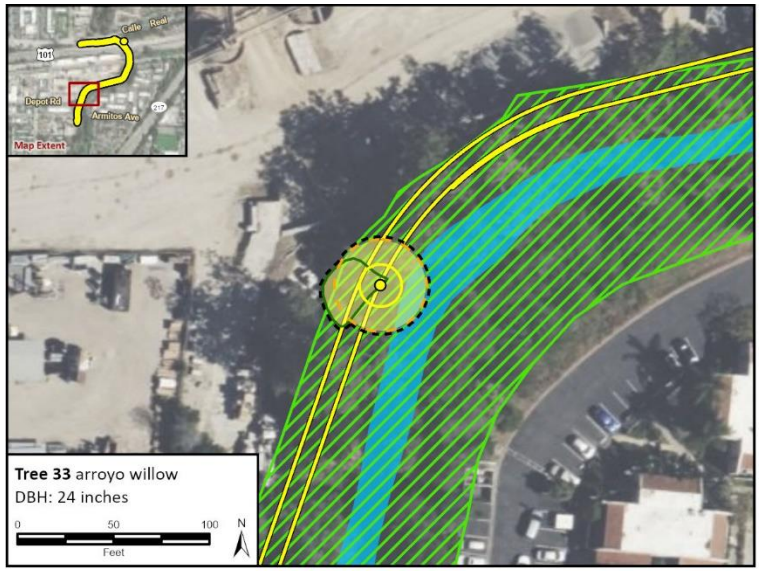

Tree 28 coast live oak
DBH: 32 inches
0 50 100
Feet
N
Map Extent


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 29 California sycamore
DBH: 37 inches
0 50 100
Feet
N

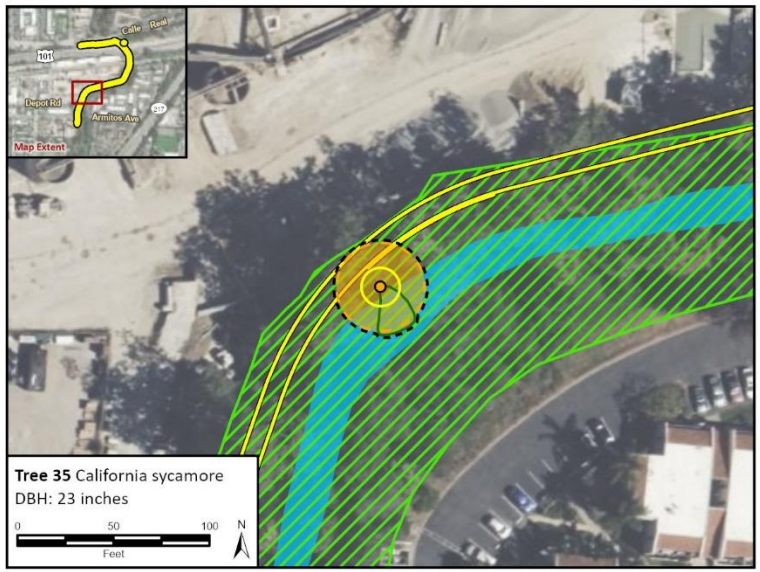

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 30 California bay laurel
DBH: 17 inches
0 50 100
Feet
N

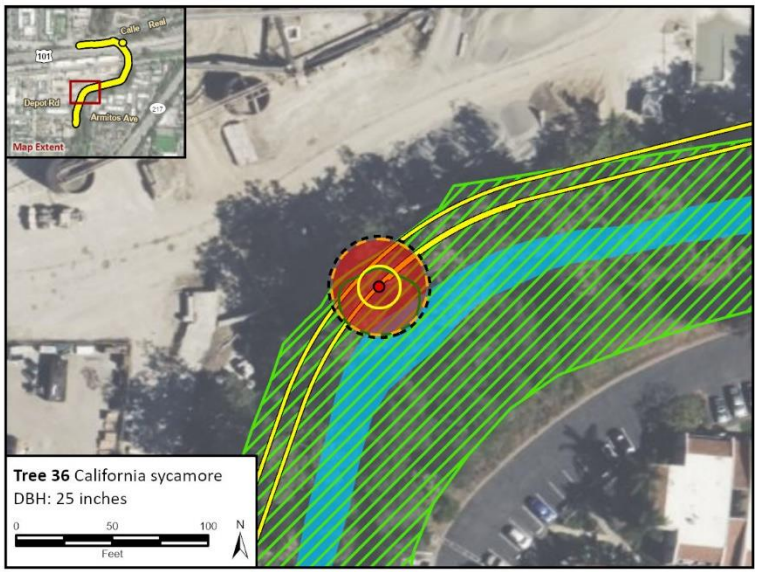

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 31 arroyo willow
DBH: 4 inches
0 50 100
Feet
N

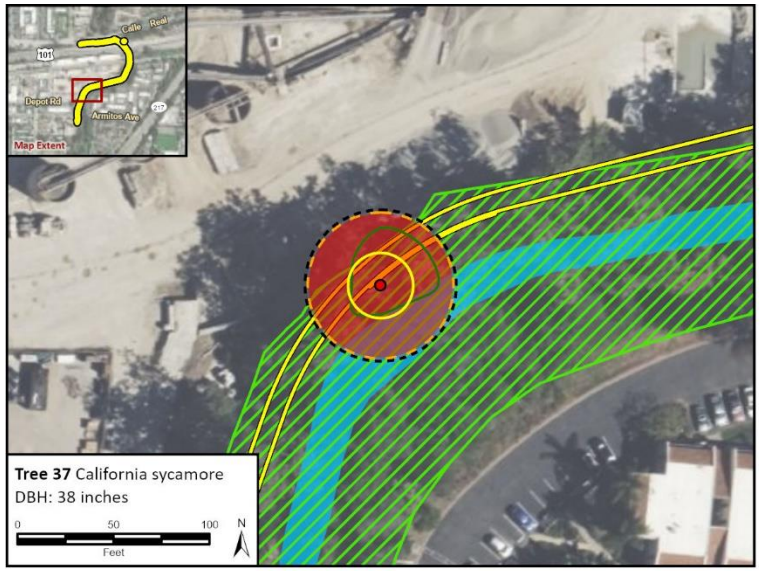

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 32 coast live oak
DBH: 20 inches
0 50 100
Feet
N

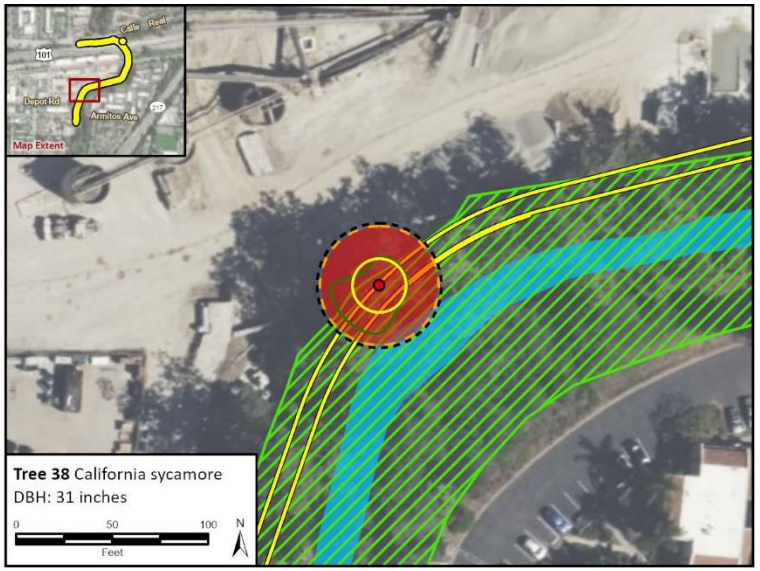

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 33 arroyo willow
DBH: 24 inches
0 50 100
Feet
N

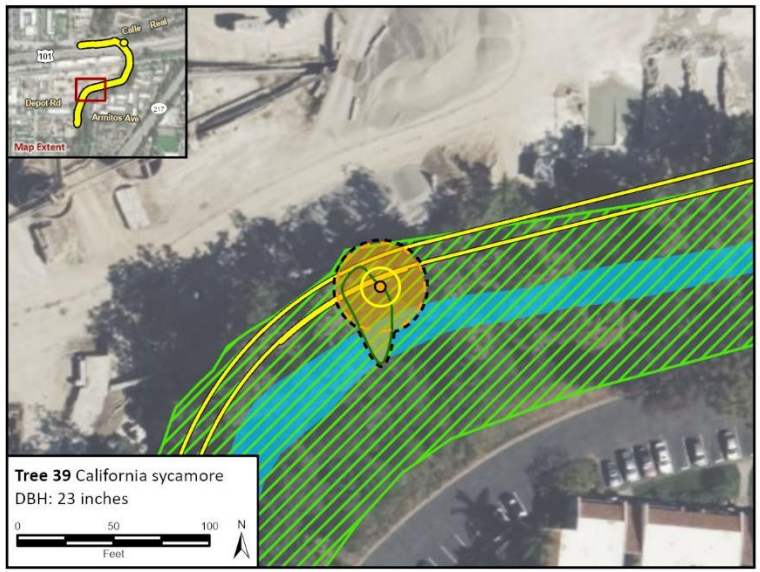

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 34 California sycamore
DBH: 36 inches
0 50 100
Feet
N


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 35 California sycamore
DBH: 23 inches
0 50 100
Feet
N


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 36 California sycamore
DBH: 25 inches
0 50 100
Feet
N

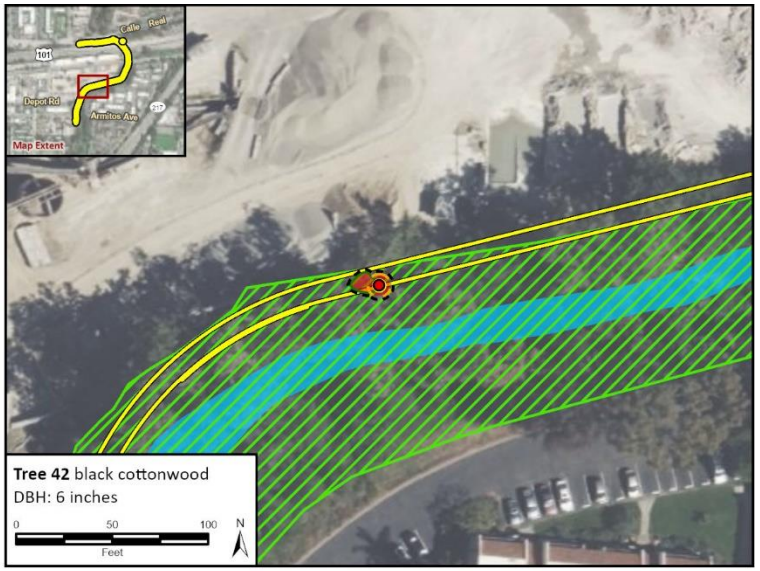

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 37 California sycamore
DBH: 38 inches
0 50 100
Feet
N

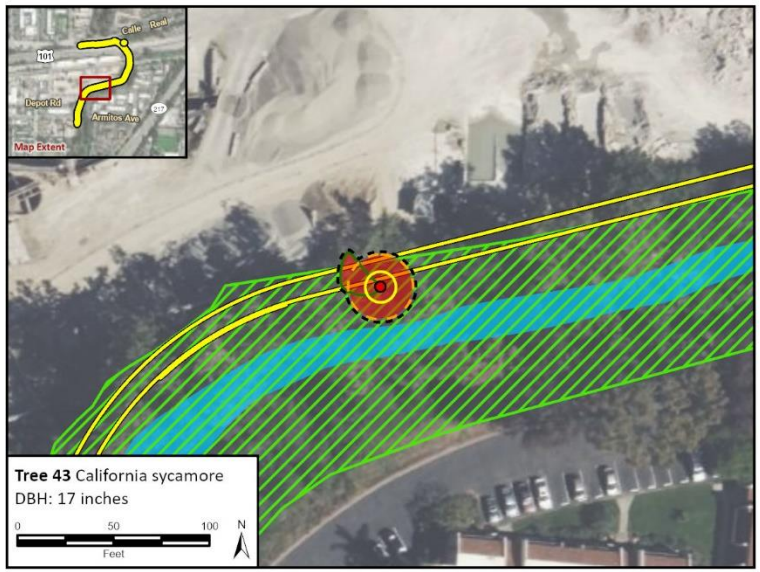

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 38 California sycamore
DBH: 31 inches
0 50 100
Feet
N

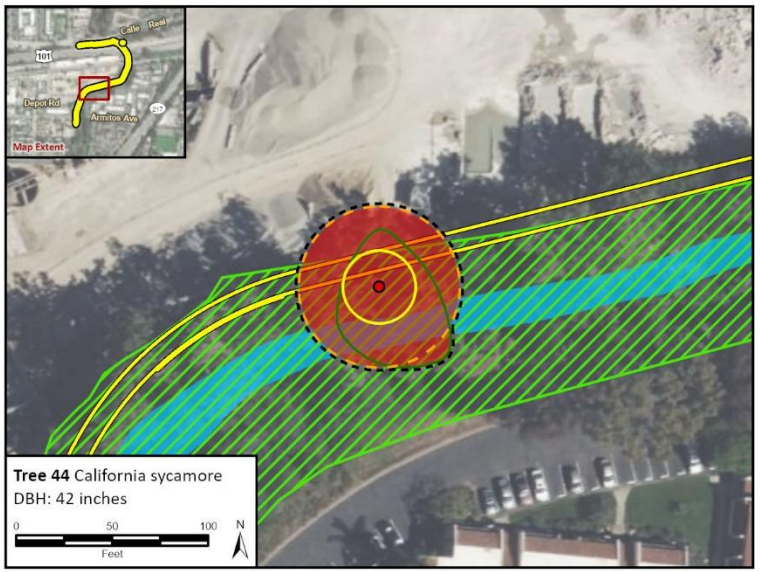

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 39 California sycamore
DBH: 23 inches
0 50 100
Feet
N


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 40 California sycamore
DBH: 30 inches
0 50 100
Feet
N

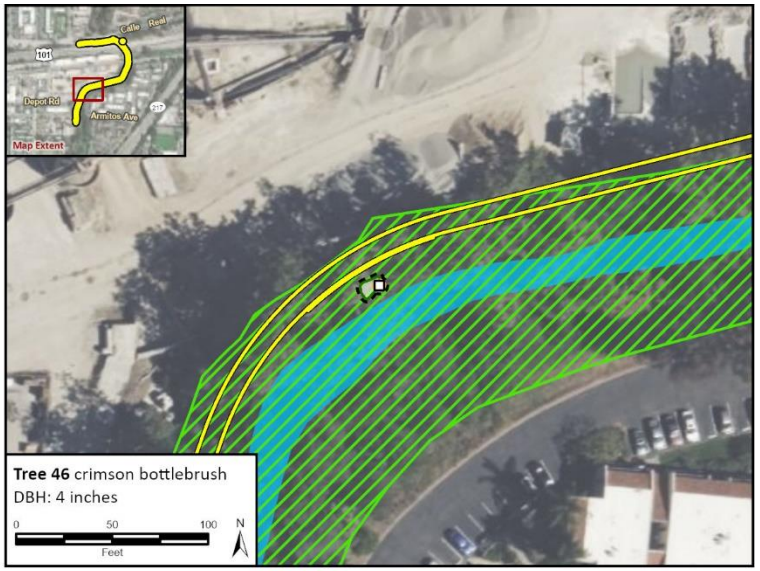

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 41 arroyo willow
DBH: 10 inches
0 50 100
Feet
N


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 42 black cottonwood
DBH: 6 inches
0 50 100
Feet
N


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 43 California sycamore
DBH: 17 inches
0 50 100
Feet
N


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 44 California sycamore
DBH: 42 inches
0 50 100
Feet
N


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 45 arroyo willow
DBH: 10 inches
0 50 100 N
Feet


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 46 crimson bottlebrush
DBH: 4 inches
0 50 100 N
Feet


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 47 arroyo willow
DBH: 13 inches
0 50 100 N
Feet


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 48 arroyo willow
DBH: 8 inches
0 50 100 N
Feet

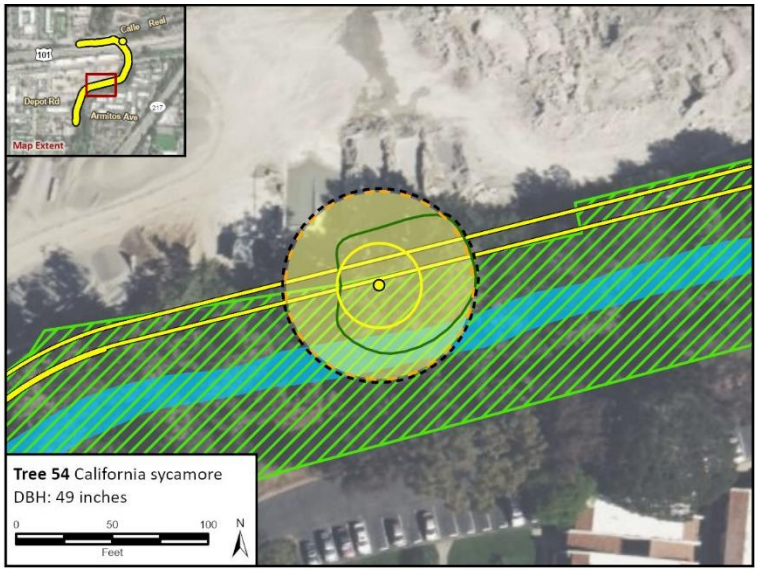

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 49 arroyo willow
DBH: 13 inches
0 50 100
Feet
N


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 50 arroyo willow
DBH: 14 inches
0 50 100
Feet
N

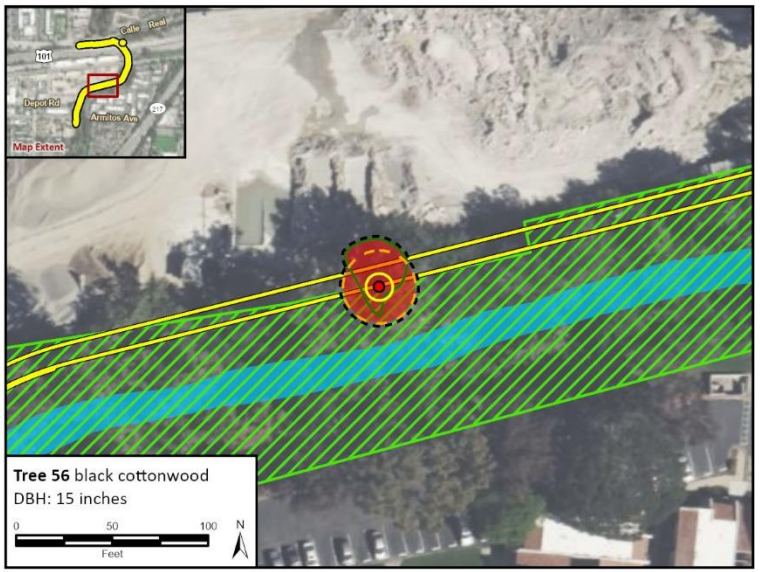

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 51 arroyo willow
DBH: 11 inches
0 50 100
Feet
N

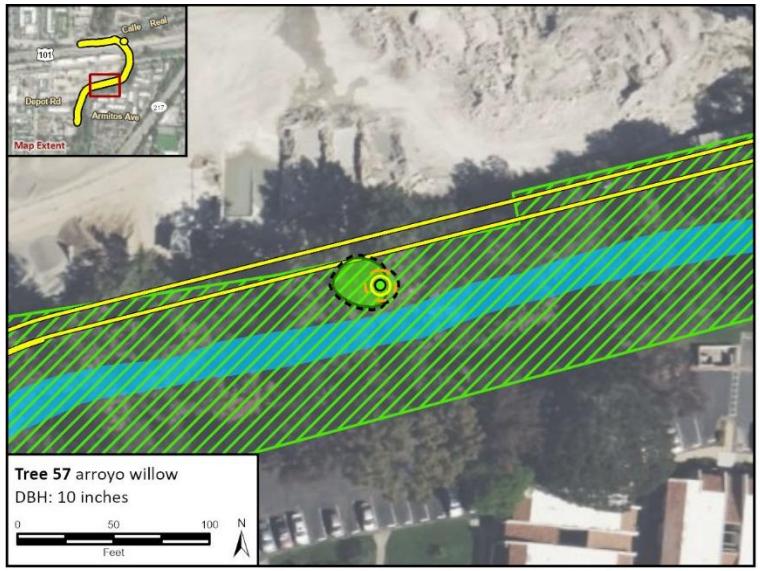

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 52 black cottonwood
DBH: 7 inches
0 50 100
Feet
N


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 53 arroyo willow
DBH: 5 inches
0 50 100
Feet
N

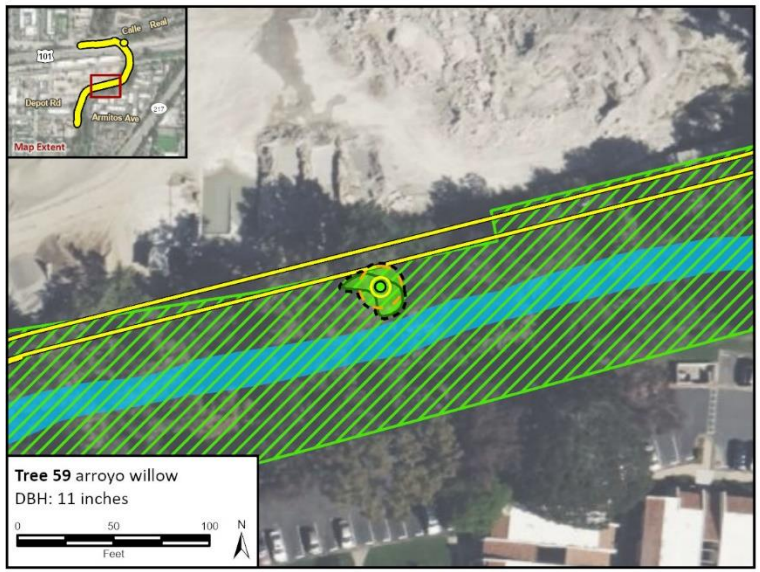

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 54 California sycamore
DBH: 49 inches
0 50 100
Feet
N

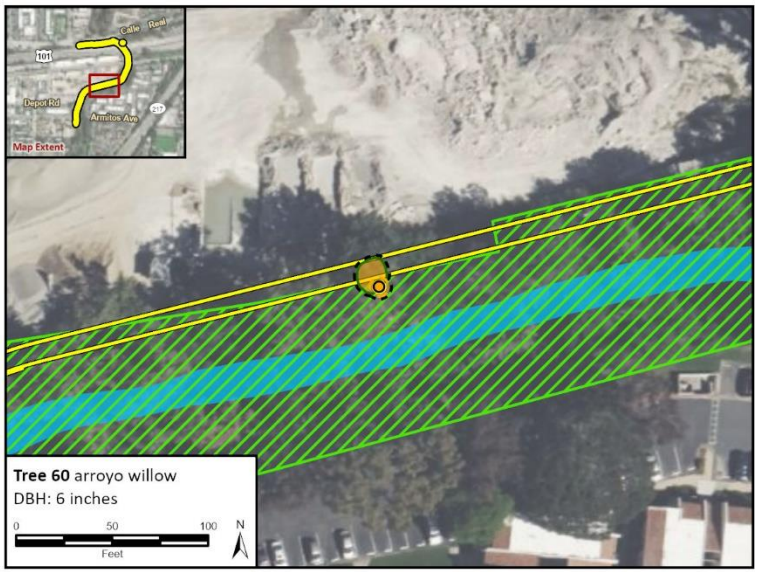

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 55 arroyo willow
DBH: 4 inches
0 50 100
Feet
N

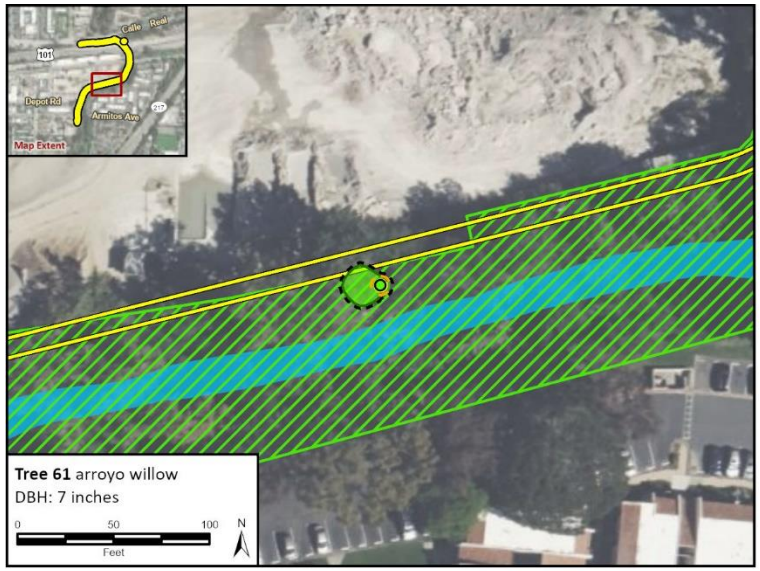

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 56 black cottonwood
DBH: 15 inches
0 50 100
Feet
N

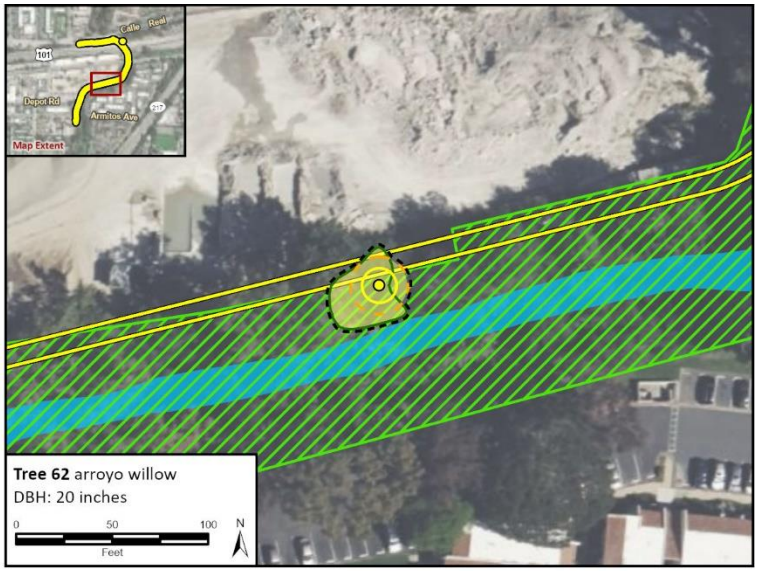

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 57 arroyo willow
DBH: 10 inches
0 50 100
Feet
N

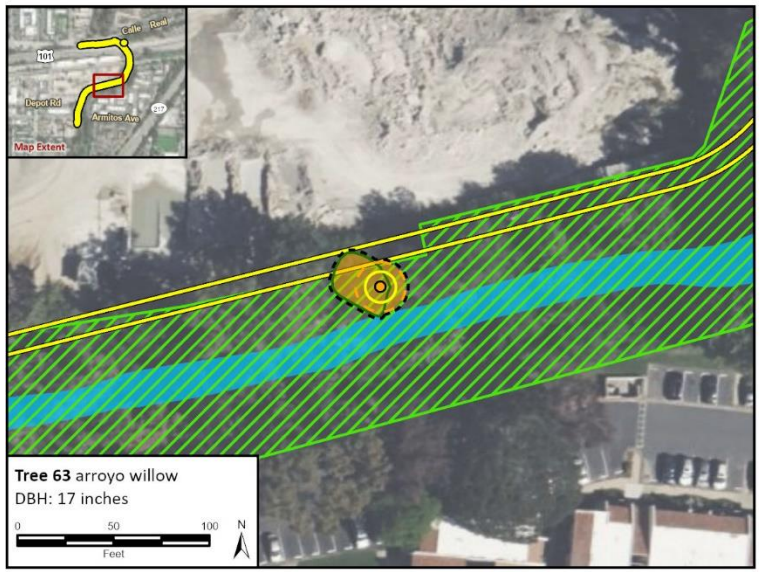

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 58 arroyo willow
DBH: 8 inches
0 50 100
Feet
N

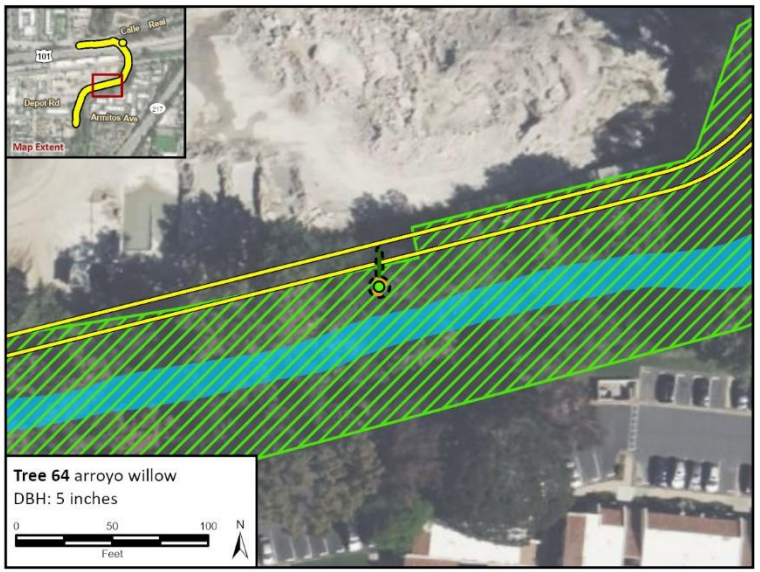

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 59 arroyo willow
DBH: 11 inches
0 50 100
Feet
N

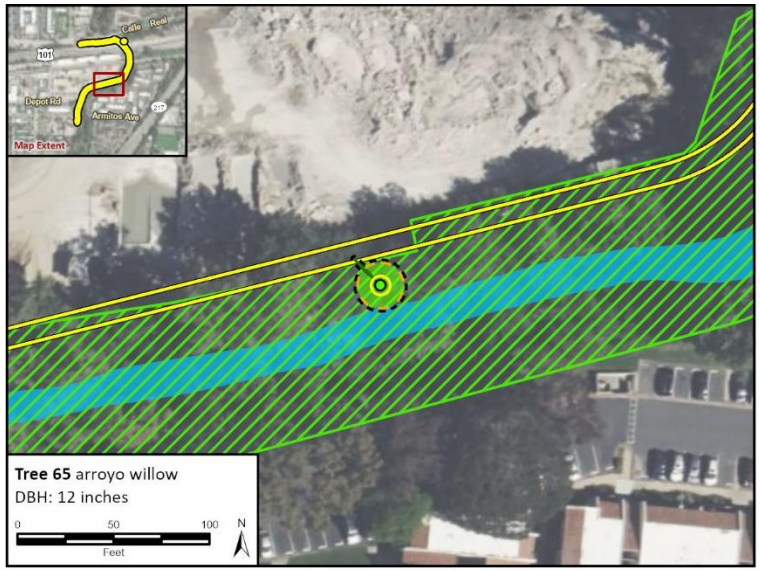

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 60 arroyo willow
DBH: 6 inches
0 50 100
Feet
N

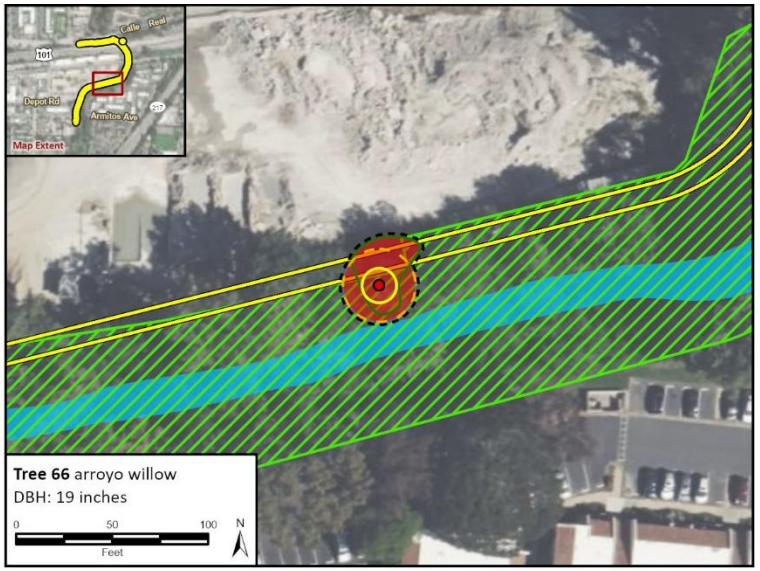

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 61 arroyo willow
DBH: 7 inches
0 50 100
Feet
N

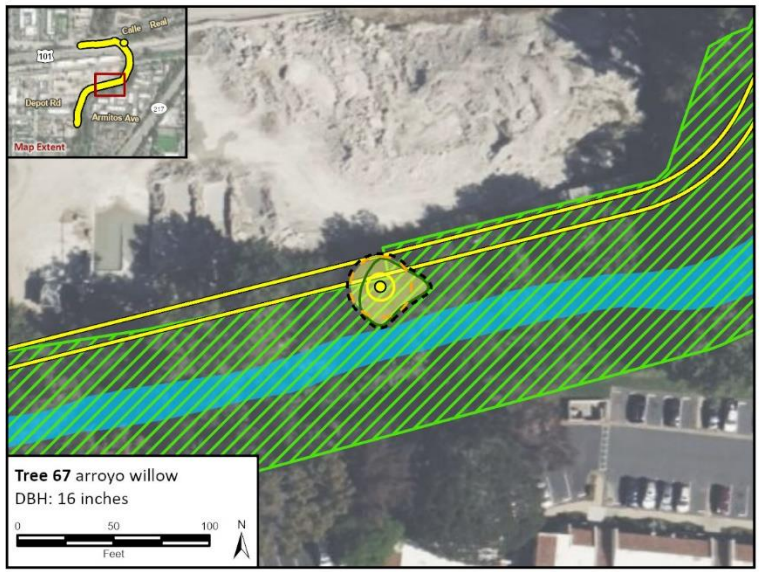

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 62 arroyo willow
DBH: 20 inches
0 50 100
Feet
N

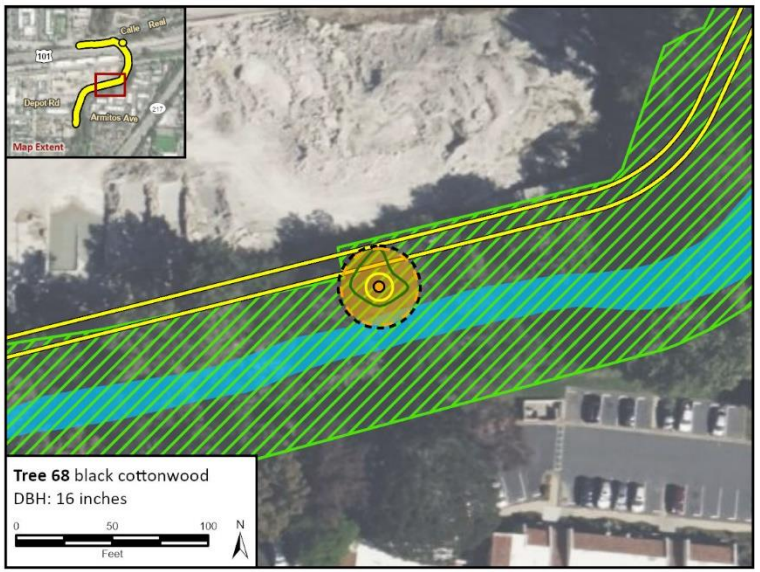

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 63 arroyo willow
DBH: 17 inches
0 50 100
Feet
N

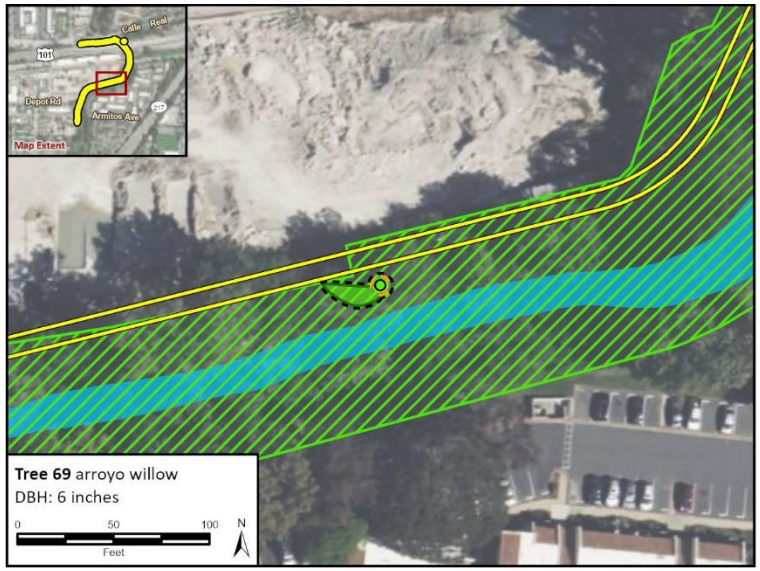

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 64 arroyo willow
DBH: 5 inches
0 50 100
Feet
N


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 65 arroyo willow
DBH: 12 inches
0 50 100
Feet
N

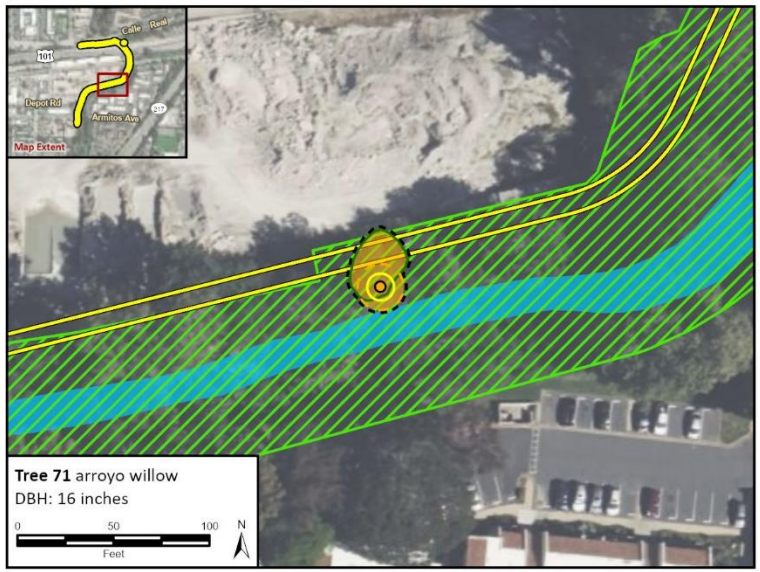

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 66 arroyo willow
DBH: 19 inches
0 50 100
Feet
N

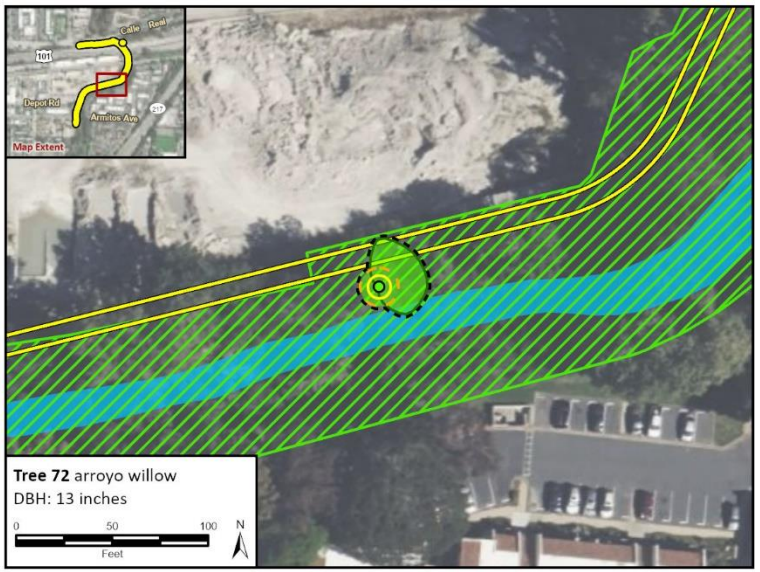

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 67 arroyo willow
DBH: 16 inches
0 50 100
Feet
N


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 68 black cottonwood
DBH: 16 inches
0 50 100
Feet
N

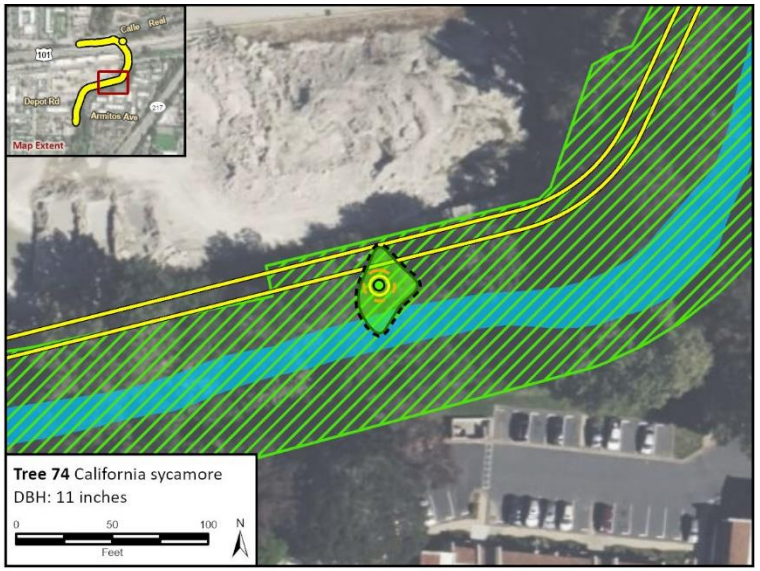

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 69 arroyo willow
DBH: 6 inches
0 50 100
Feet
N

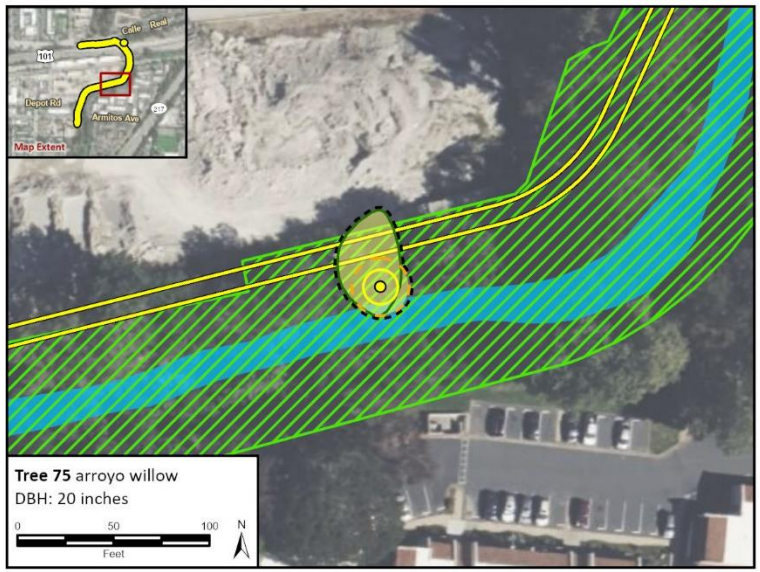

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 70 arroyo willow
DBH: 10 inches
0 50 100
Feet
N

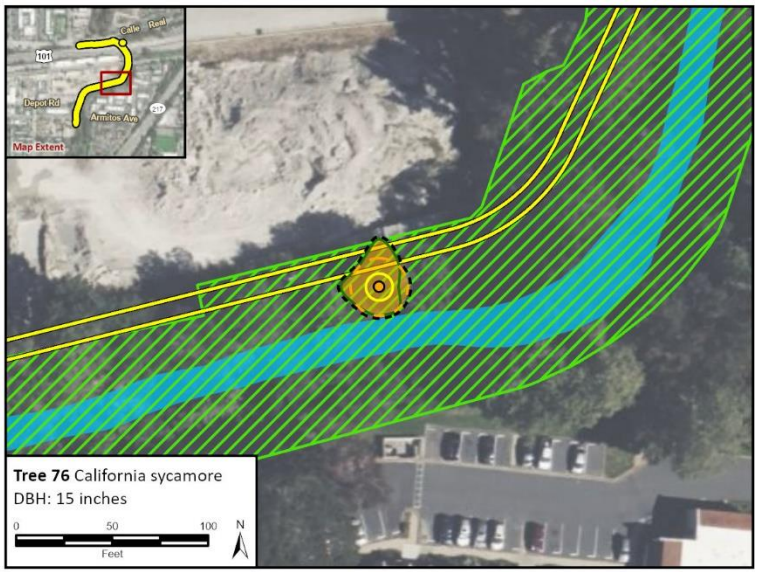

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 71 arroyo willow
DBH: 16 inches
0 50 100
Feet
N


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 72 arroyo willow
DBH: 13 inches
0 50 100
Feet
N

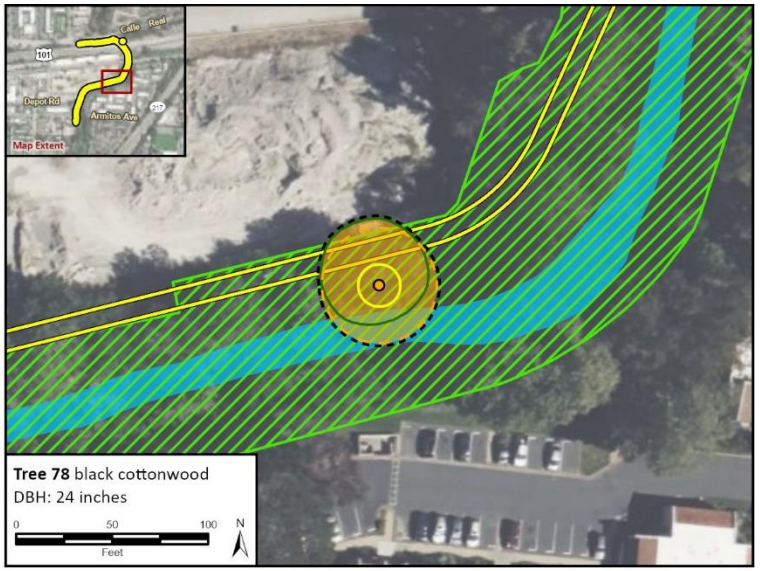

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 73 arroyo willow
DBH: 10 inches
0 50 100
Feet
N

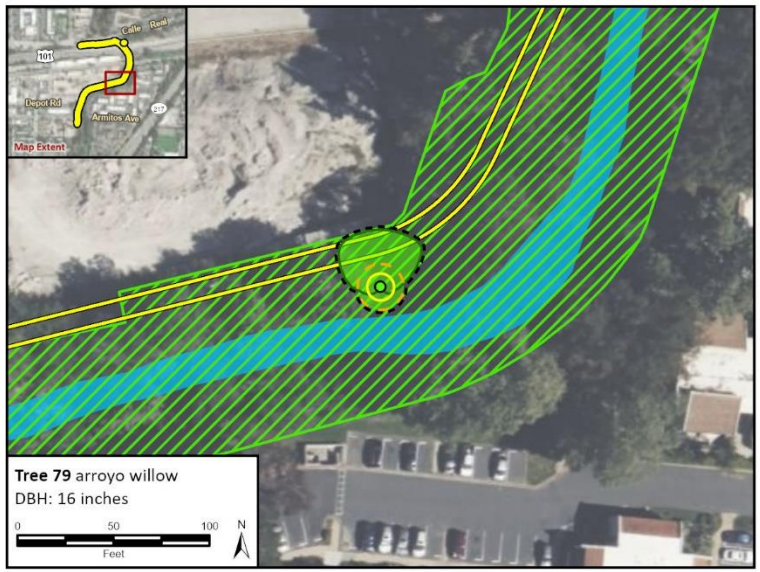

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 74 California sycamore
DBH: 11 inches
0 50 100
Feet
N

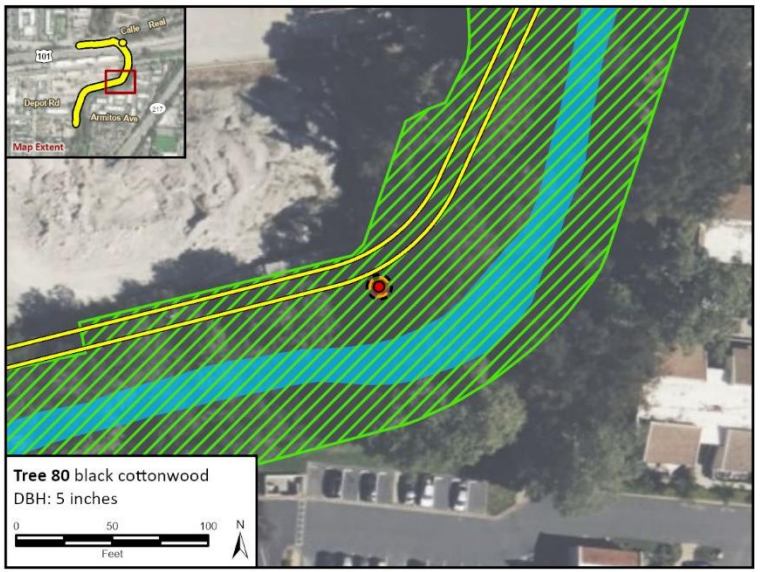

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 75 arroyo willow
DBH: 20 inches
0 50 100
Feet
N

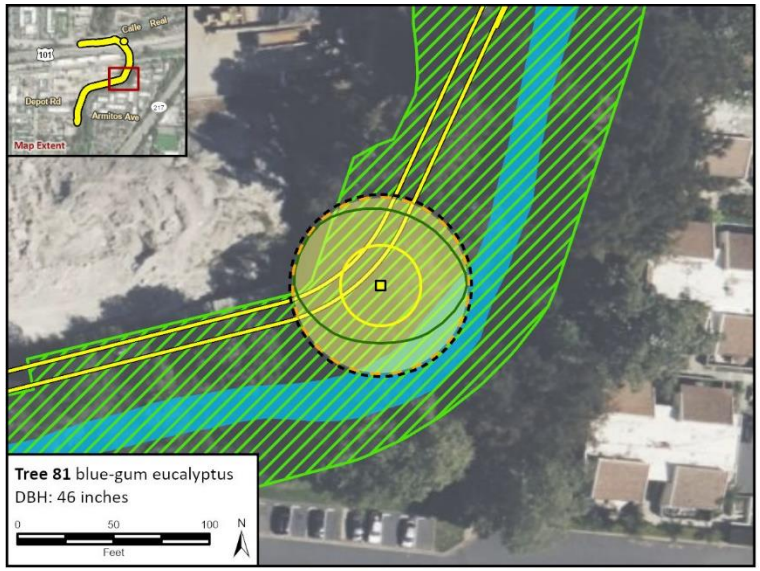

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 76 California sycamore
DBH: 15 inches
0 50 100
Feet
N

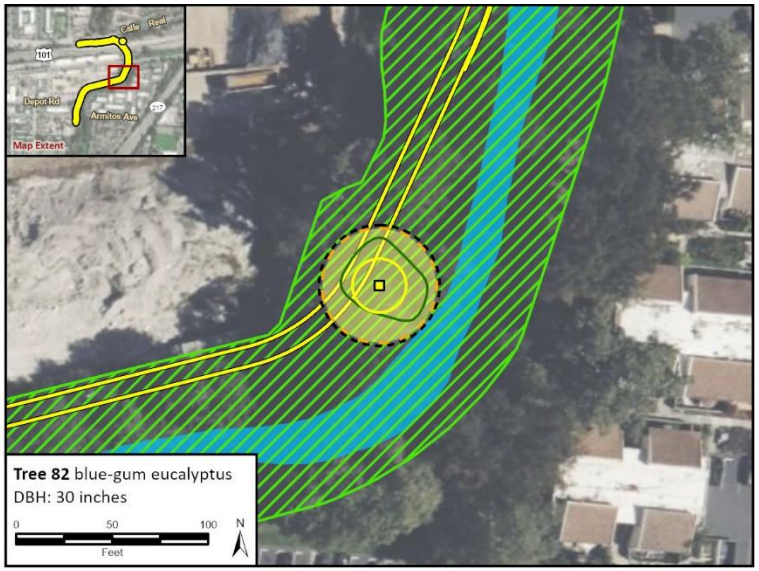

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 77 arroyo willow
DBH: 6 inches
0 50 100
Feet
N

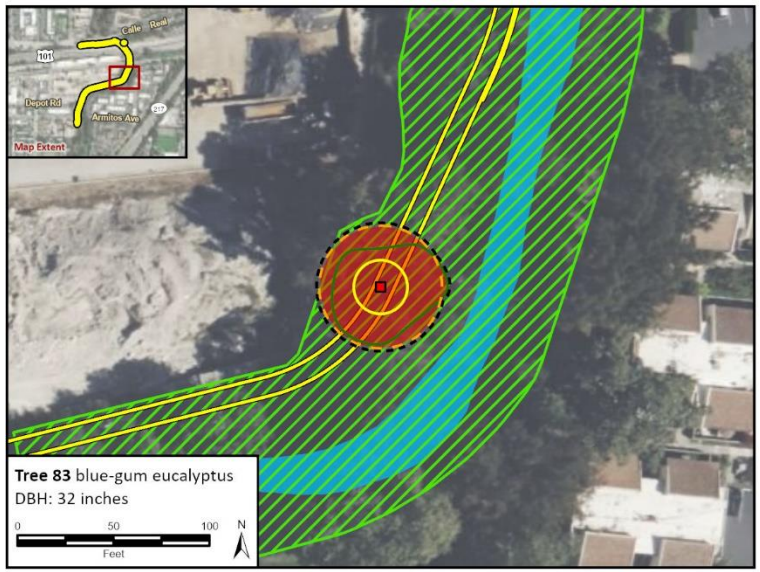

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 78 black cottonwood
DBH: 24 inches
0 50 100
Feet
N

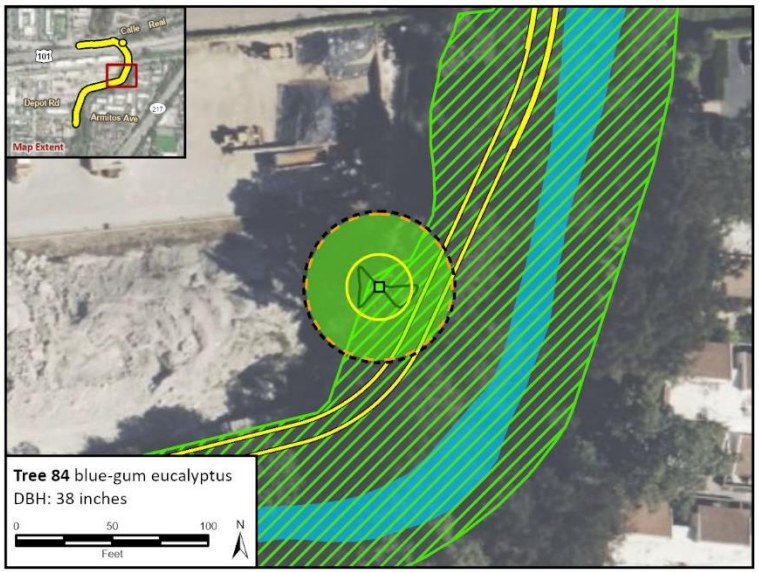

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 79 arroyo willow
DBH: 16 inches
0 50 100
Feet
N

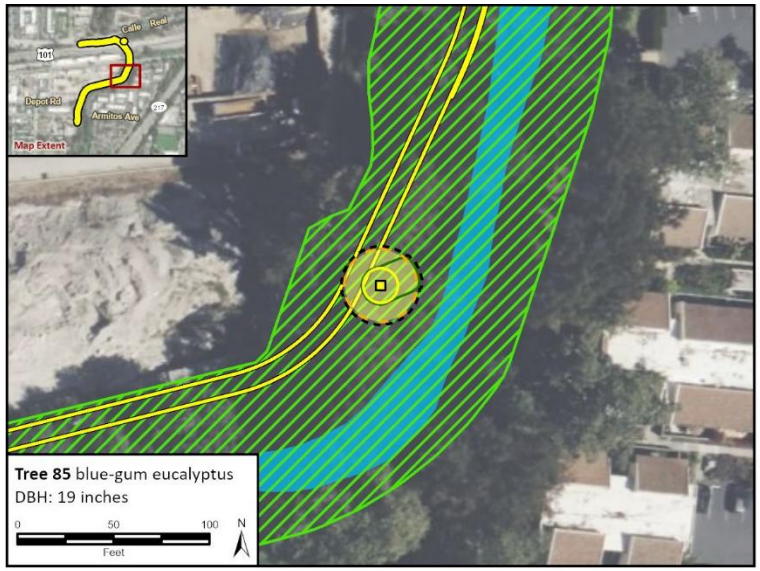

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 80 black cottonwood
DBH: 5 inches
0 50 100
Feet
N

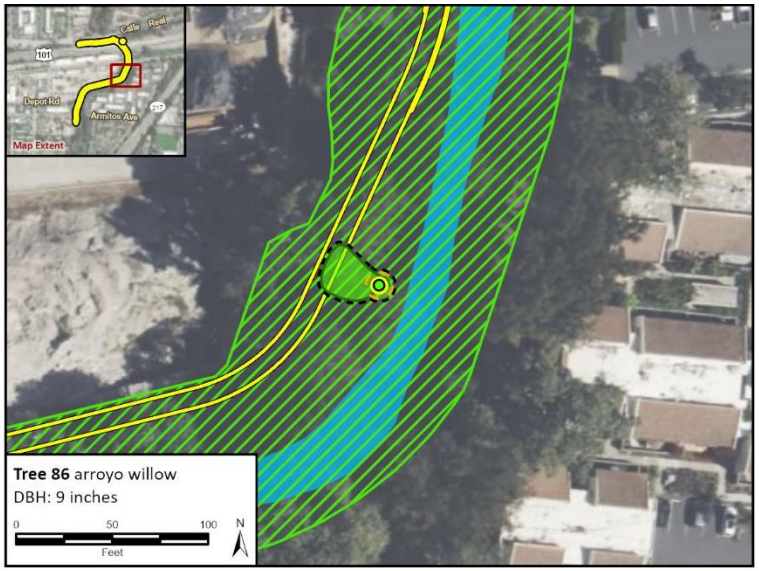

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 81 blue-gum eucalyptus
DBH: 46 inches
0 50 100
Feet
N


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 82 blue-gum eucalyptus
DBH: 30 inches
0 50 100
Feet
N

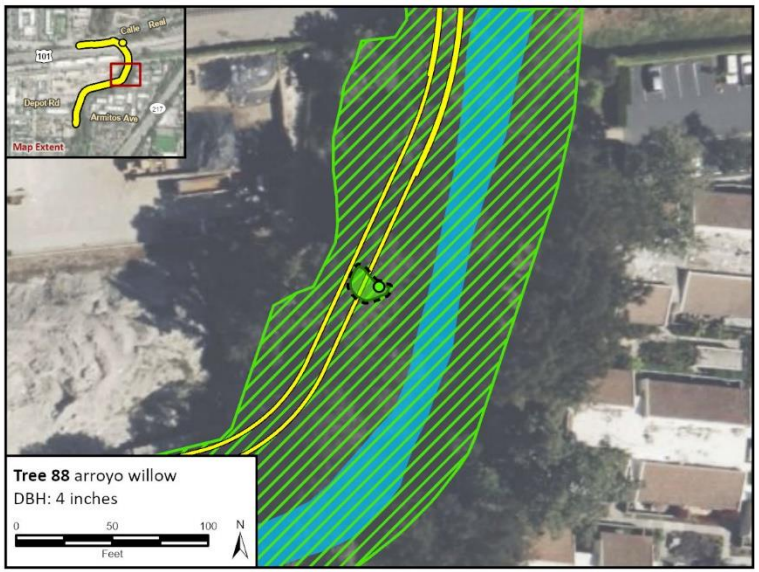

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 83 blue-gum eucalyptus
DBH: 32 inches
0 50 100
Feet
N

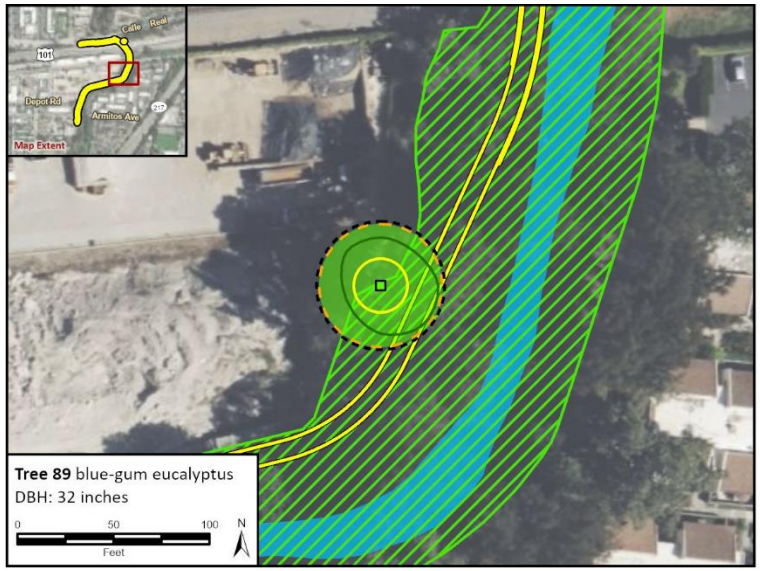

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 84 blue-gum eucalyptus
DBH: 38 inches
0 50 100
Feet
N

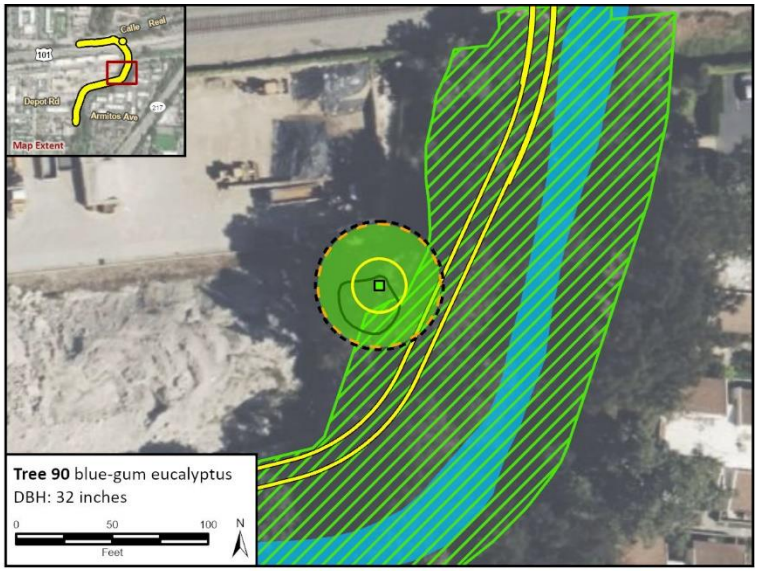

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 85 blue-gum eucalyptus
DBH: 19 inches
0 50 100
Feet
N

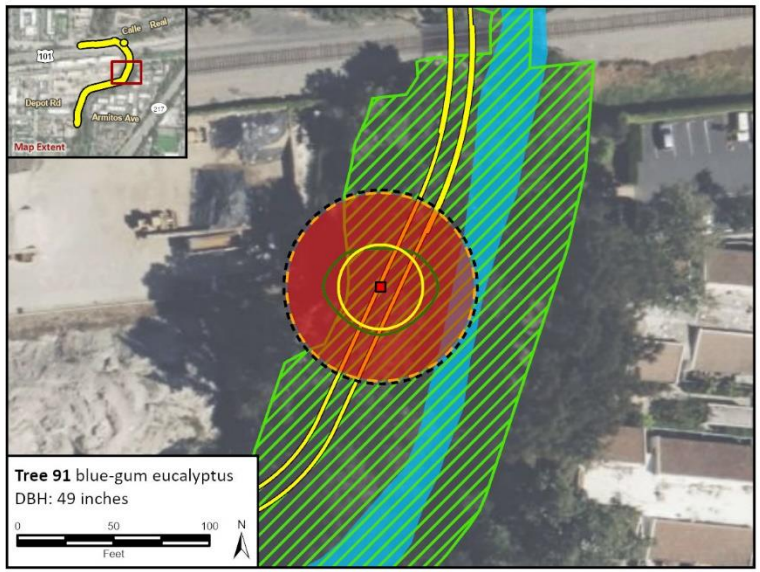

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 86 arroyo willow
DBH: 9 inches
0 50 100
Feet
N


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 87 arroyo willow
DBH: 10 inches
0 50 100
Feet
N

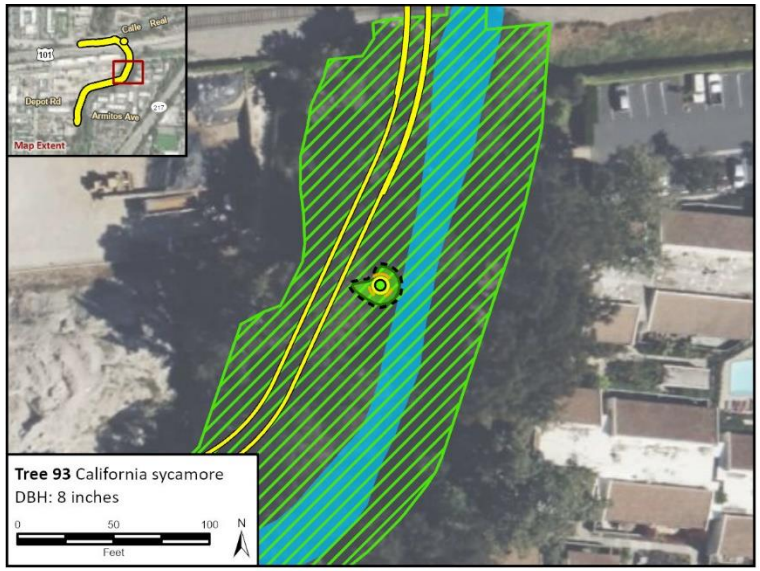

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 88 arroyo willow
DBH: 4 inches
0 50 100
Feet
N


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 89 blue-gum eucalyptus
DBH: 32 inches
0 50 100
Feet
N

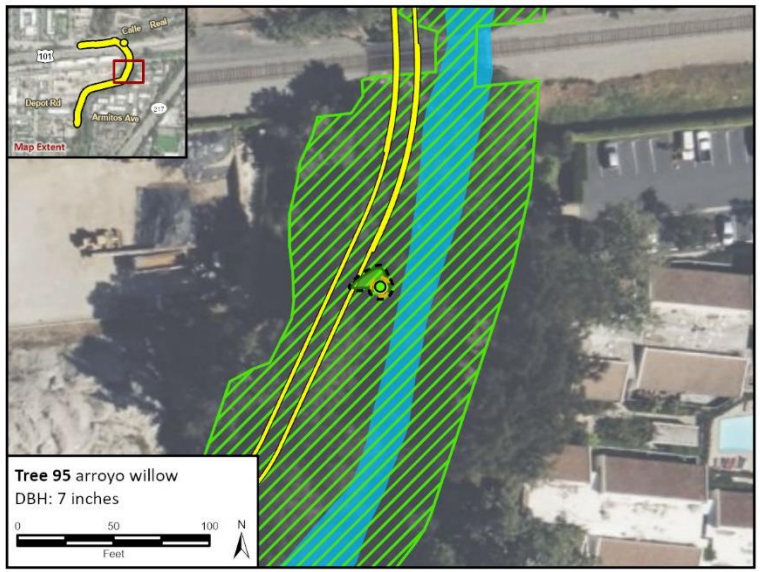

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 90 blue-gum eucalyptus
DBH: 32 inches
0 50 100
Feet
N


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 91 blue-gum eucalyptus
DBH: 49 inches
0 50 100
Feet
N

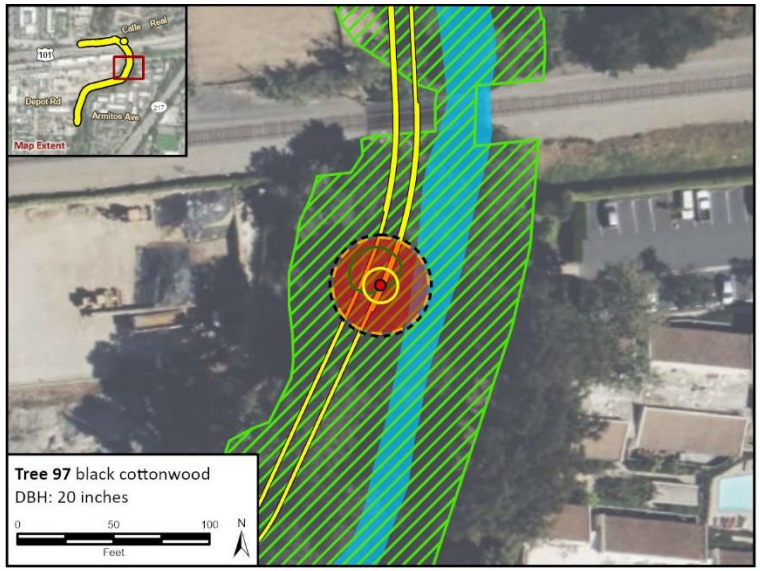

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 92 arroyo willow
DBH: 5 inches
0 50 100
Feet
N

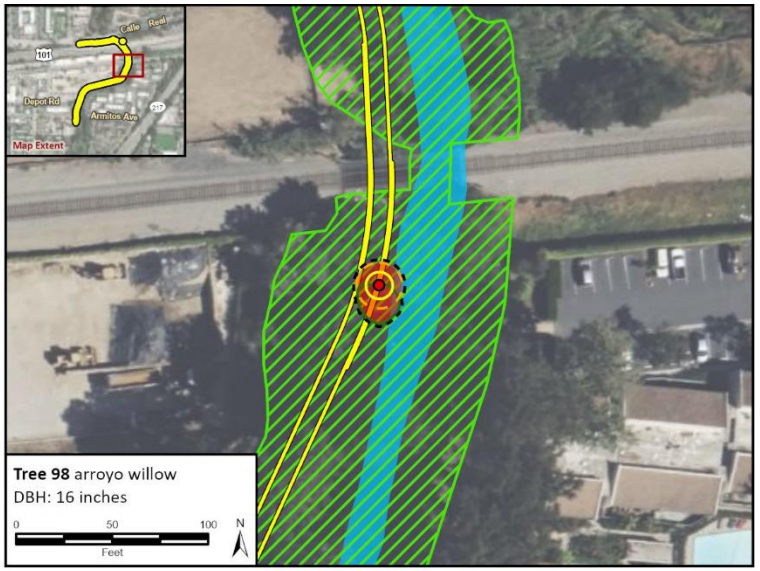

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 93 California sycamore
DBH: 8 inches
0 50 100
Feet
N

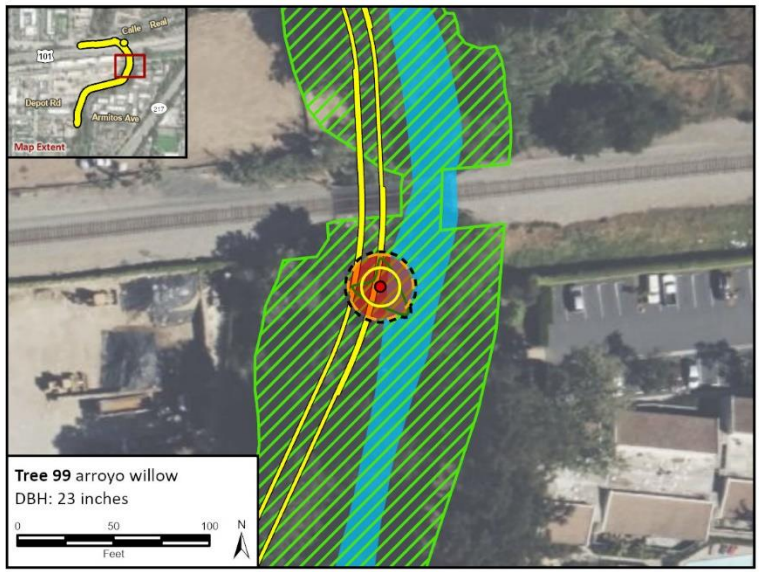

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 94 arroyo willow
DBH: 14 inches
0 50 100
Feet
N


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 95 arroyo willow
DBH: 7 inches
0 50 100
Feet
N

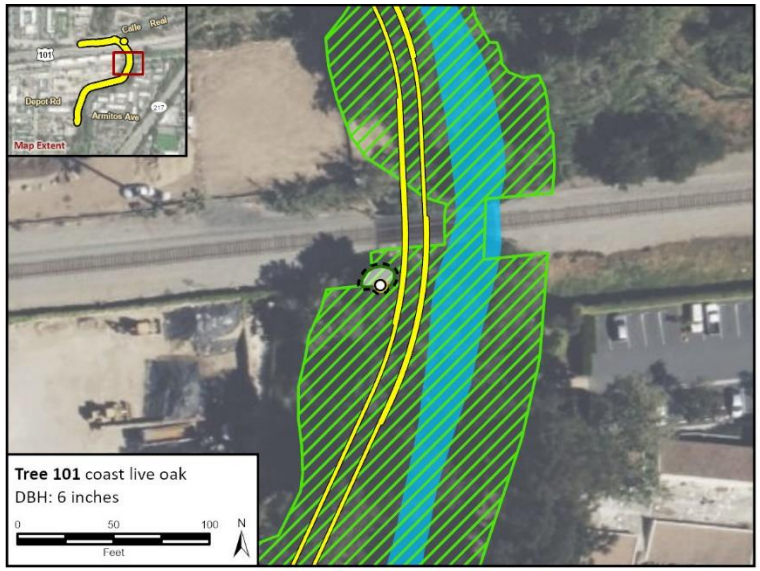

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 96 arroyo willow
DBH: 13 inches
0 50 100
Feet
N

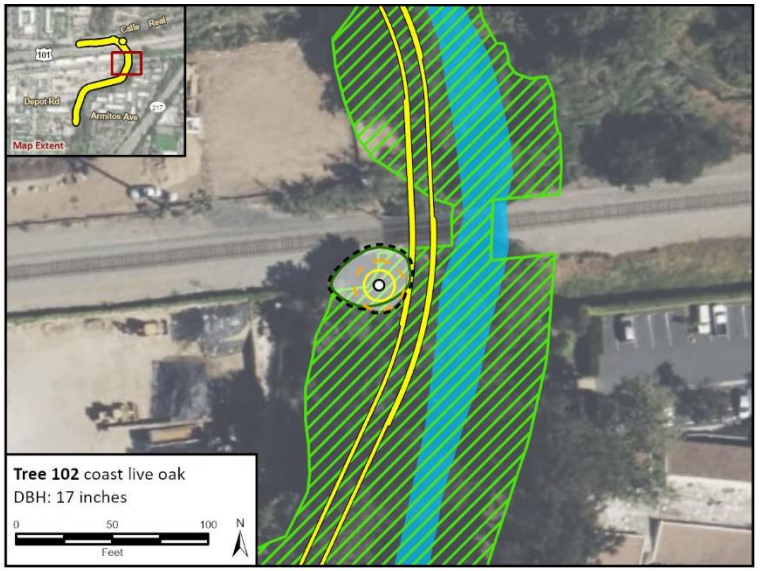

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 97 black cottonwood
DBH: 20 inches
0 50 100
Feet
N

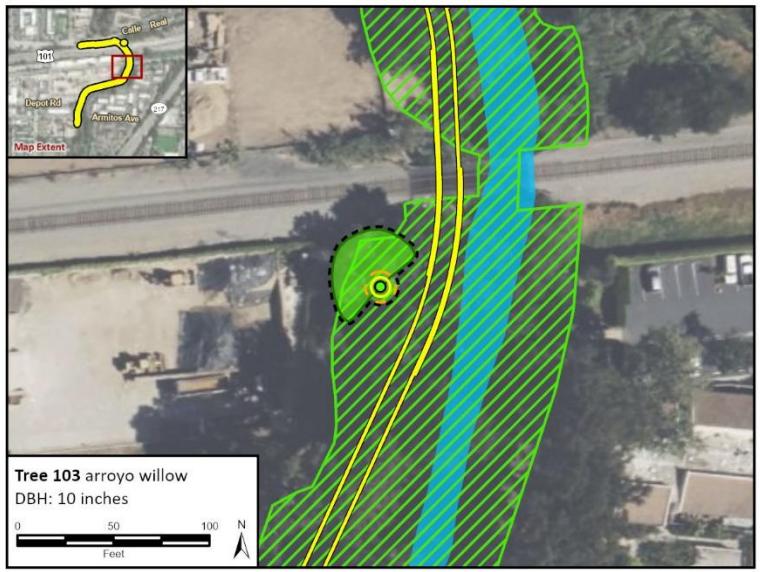

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 98 arroyo willow
DBH: 16 inches
0 50 100
Feet
N

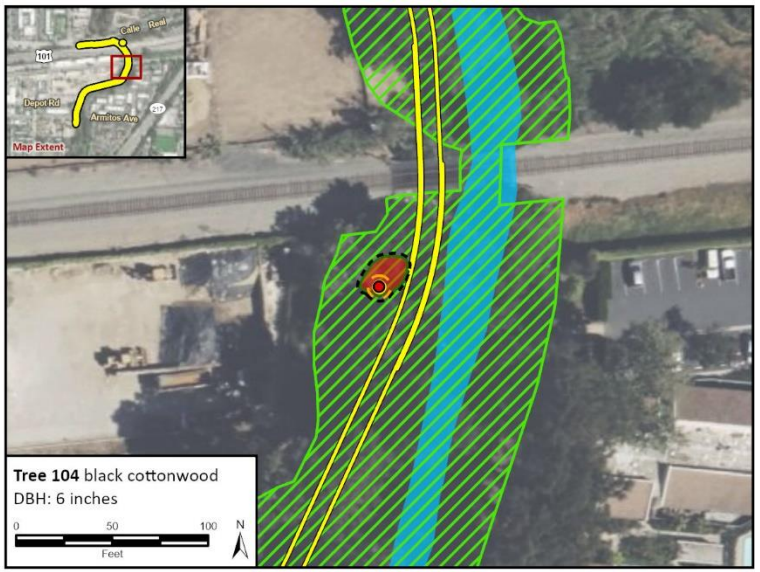

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 99 arroyo willow
DBH: 23 inches
0 50 100
Feet
N

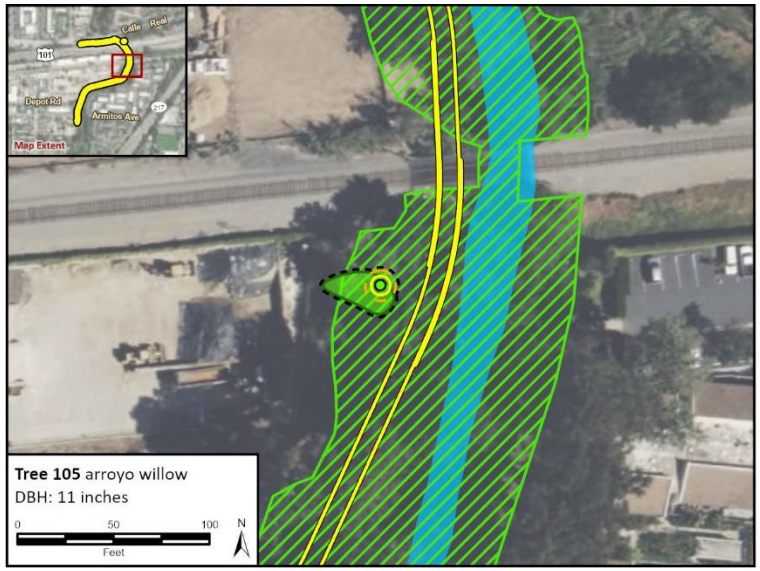

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 100 arroyo willow
DBH: 16 inches
0 50 100
Feet
N


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 101 coast live oak
DBH: 6 inches
0 50 100
Feet
N

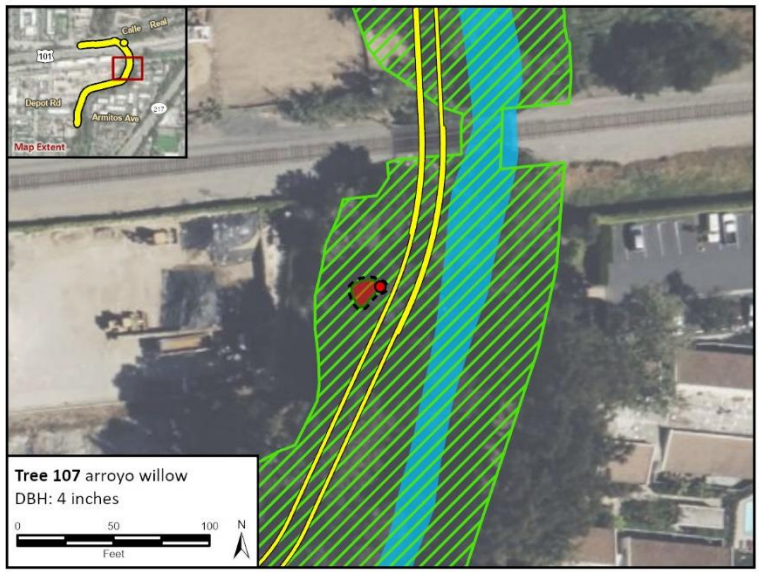

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 102 coast live oak
DBH: 17 inches
0 50 100
Feet
N

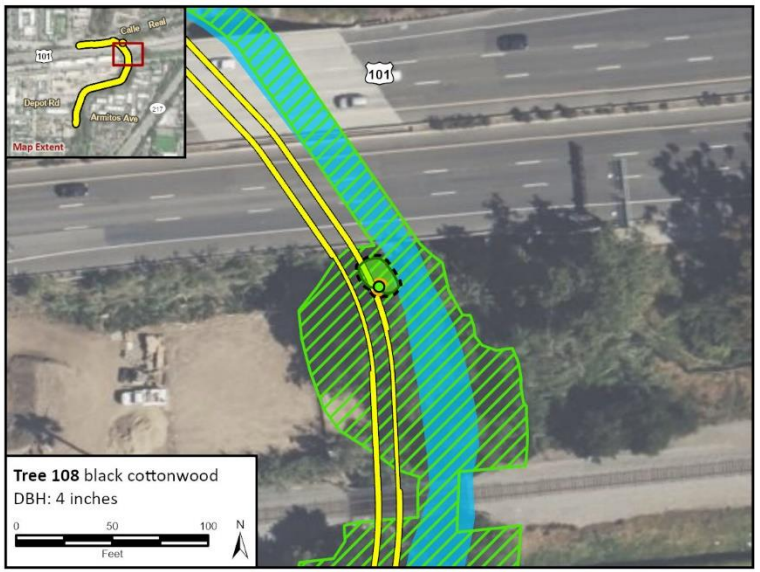

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 103 arroyo willow
DBH: 10 inches
0 50 100
Feet
N

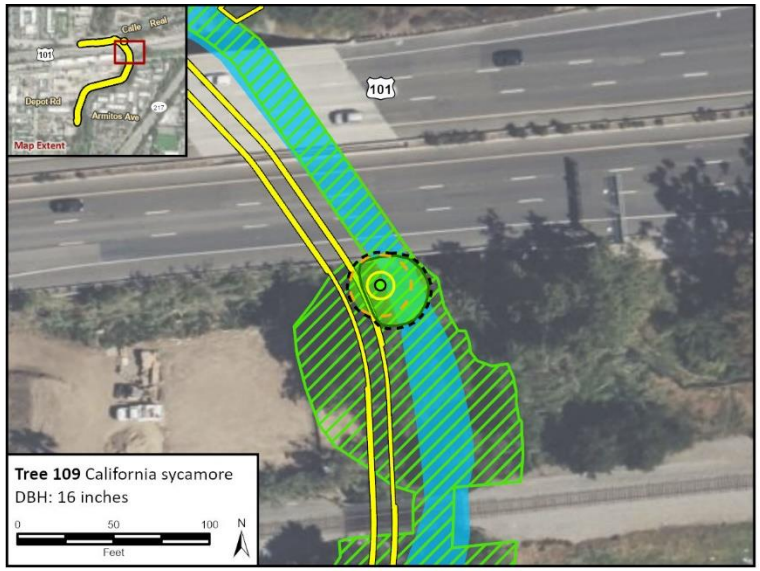

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 104 black cottonwood
DBH: 6 inches
0 50 100
Feet
N

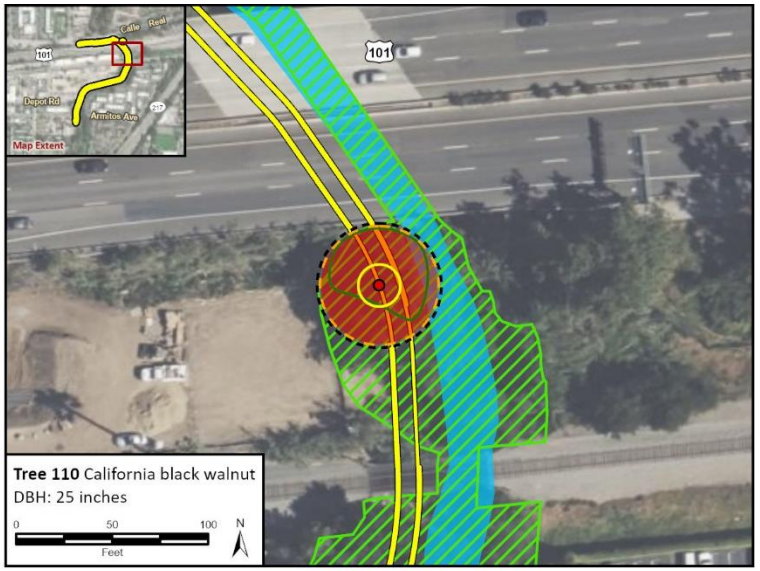

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 105 arroyo willow
DBH: 11 inches
0 50 100
Feet
N

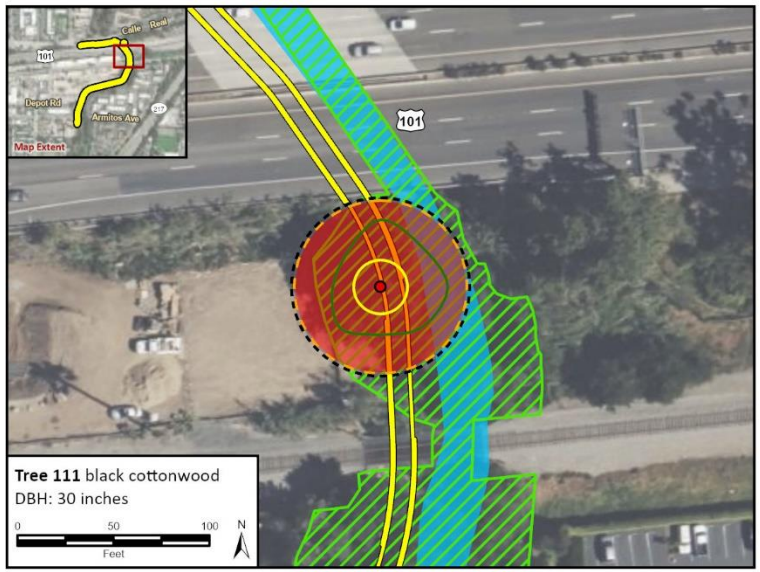

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 106 coast live oak
DBH: 4 inches
0 50 100
Feet
N

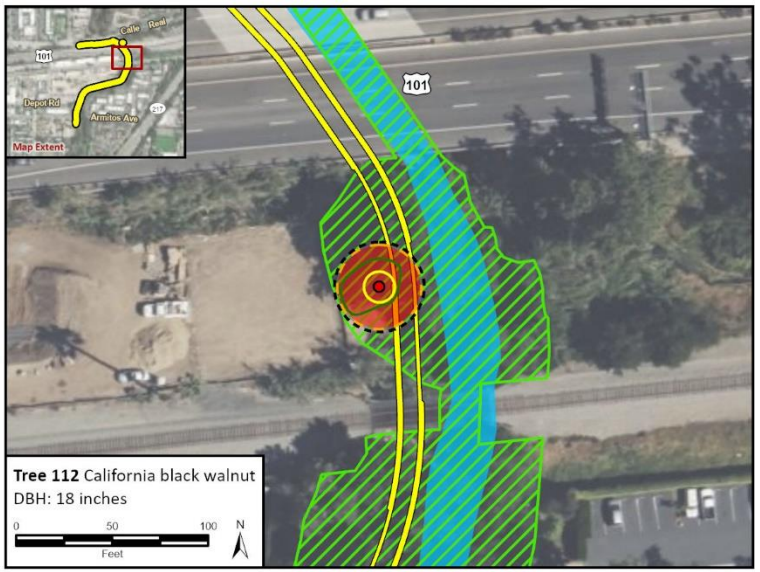

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 107 arroyo willow
DBH: 4 inches
0 50 100
Feet
N

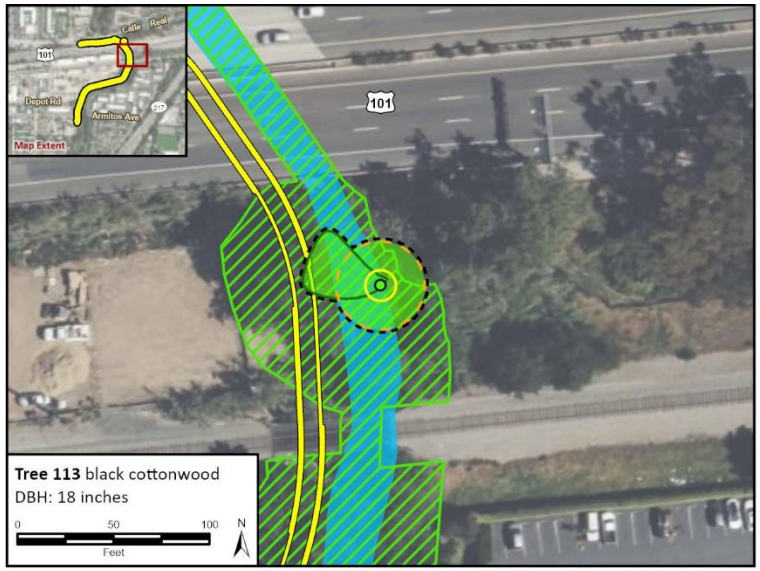

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
101
Tree 108 black cottonwood
DBH: 4 inches
0 50 100
Feet
N

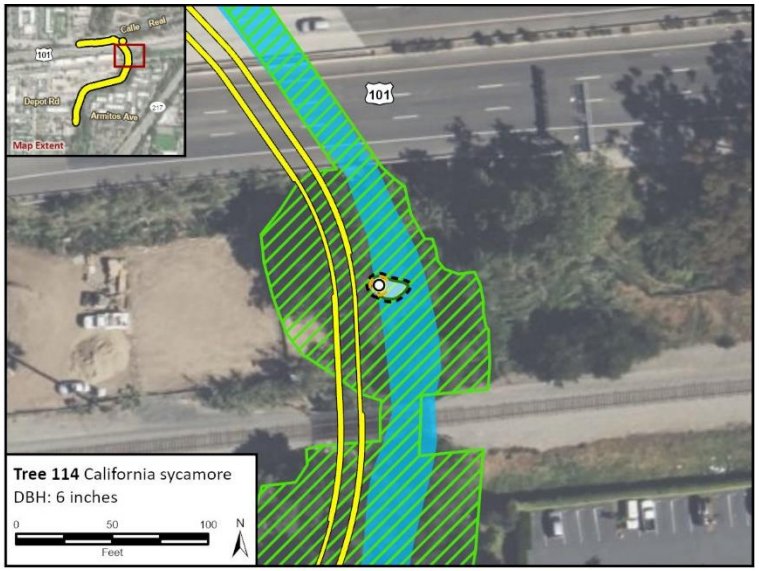

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
101
Tree 109 California sycamore
DBH: 16 inches
0 50 100
Feet
N

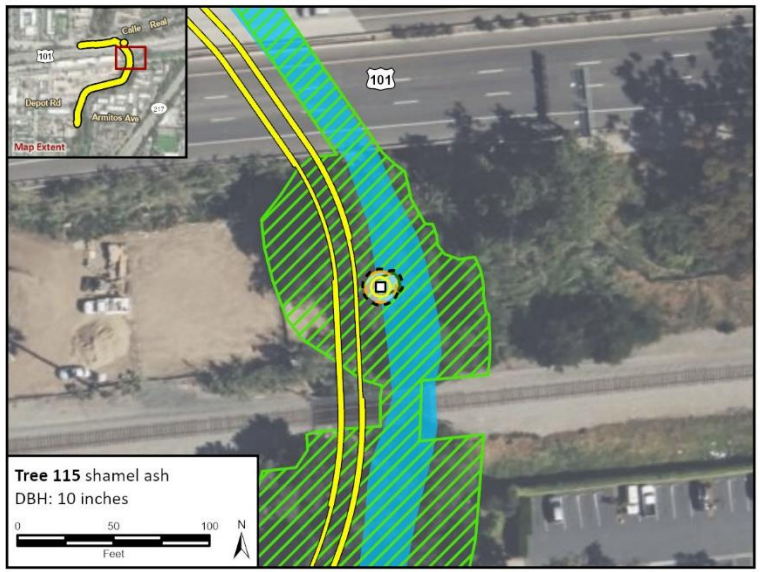

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
101
Tree 110 California black walnut
DBH: 25 inches
0 50 100
Feet
N


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
101
Tree 111 black cottonwood
DBH: 30 inches
0 50 100
Feet
N

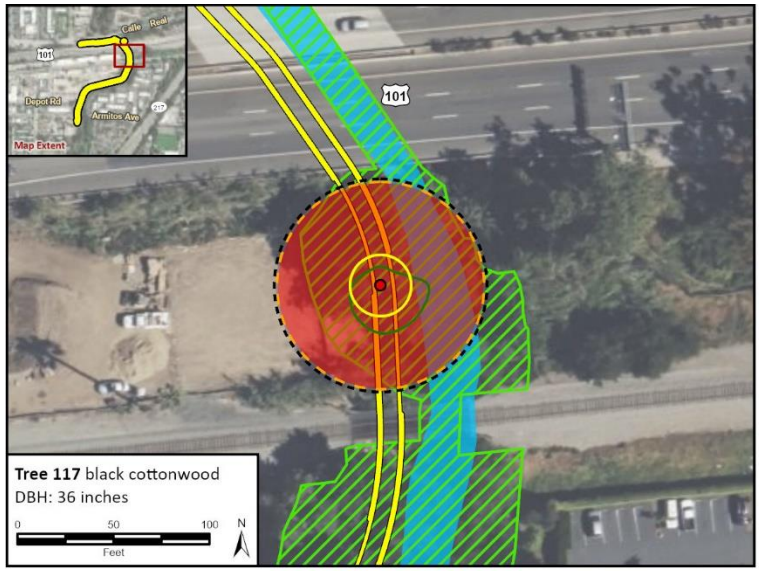

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
101
Tree 112 California black walnut
DBH: 18 inches
0 50 100
Feet
N


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
101
Tree 113 black cottonwood
DBH: 18 inches
0 50 100
Feet
N

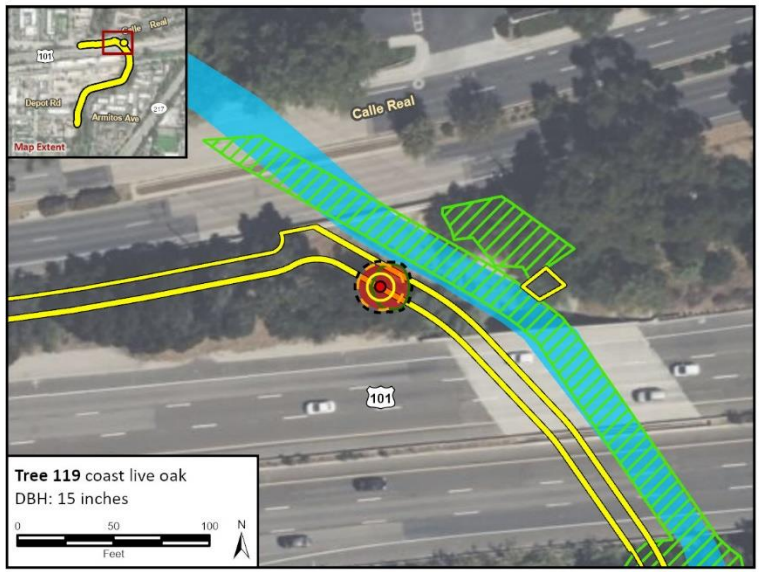

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
101
Tree 114 California sycamore
DBH: 6 inches
0 50 100
Feet
N

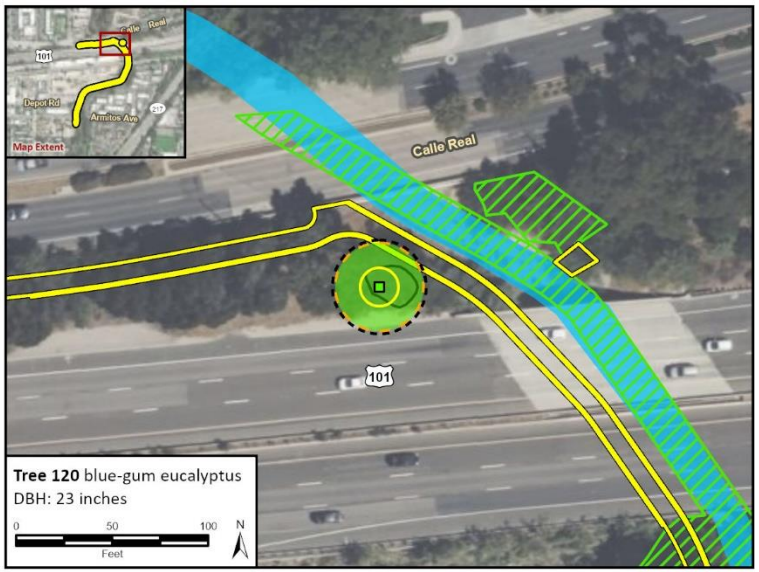

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
101
Tree 115 shamel ash
DBH: 10 inches
0 50 100
Feet
N

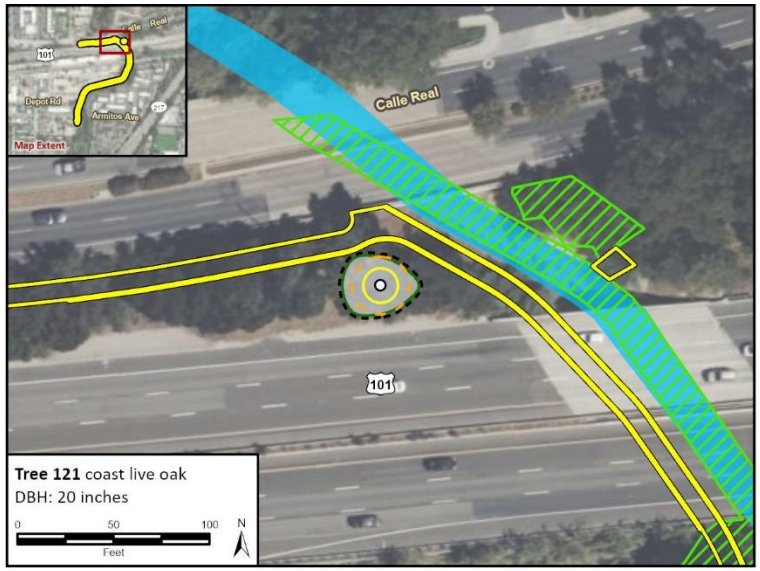

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
101
Tree 116 black cottonwood
DBH: 20 inches
0 50 100
Feet
N

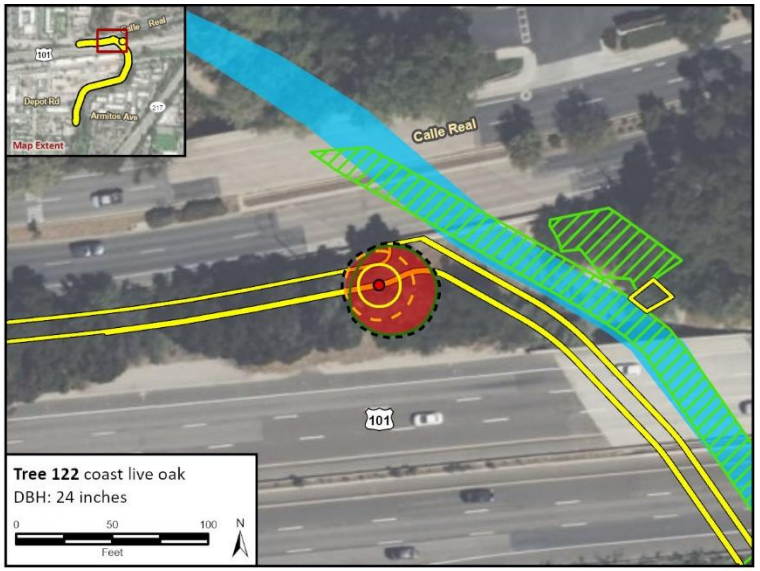

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
101
Tree 117 black cottonwood
DBH: 36 inches
0 50 100
Feet
N

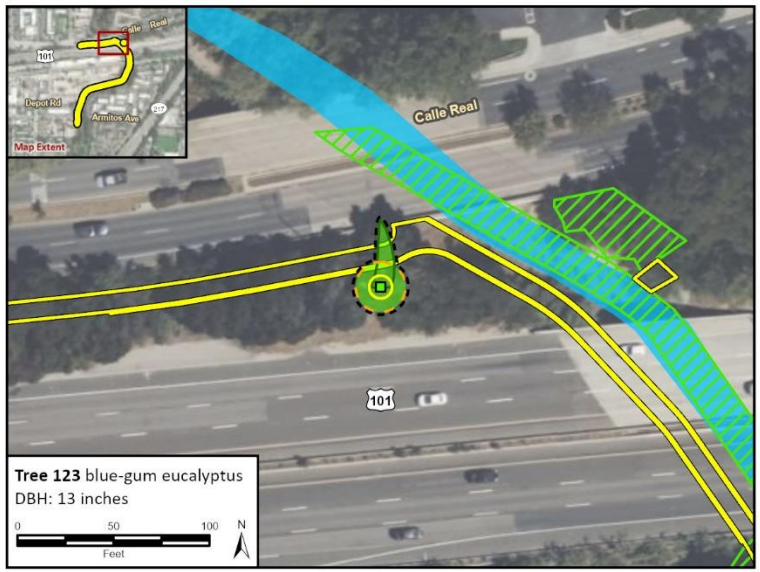

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
101
Tree 118 arroyo willow
DBH: 12 inches
0 50 100
Feet
N

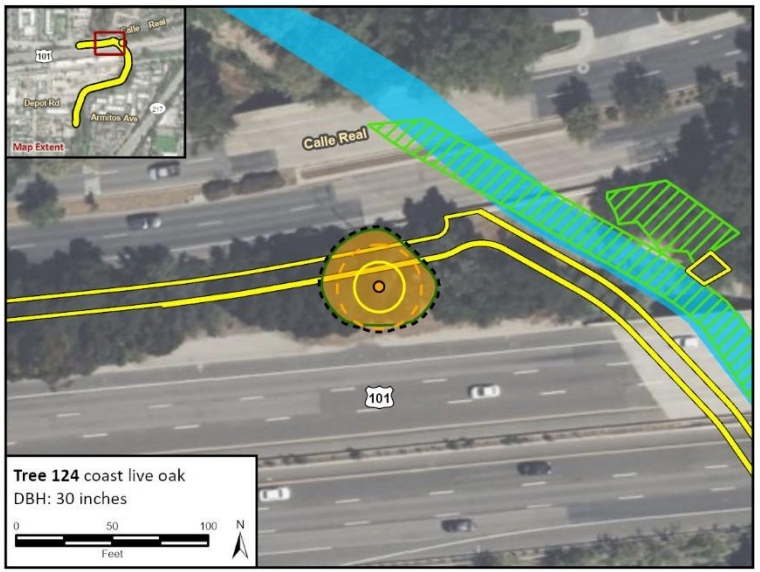

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Calle Real
101
Tree 119 coast live oak
DBH: 15 inches
0 50 100
Feet
N

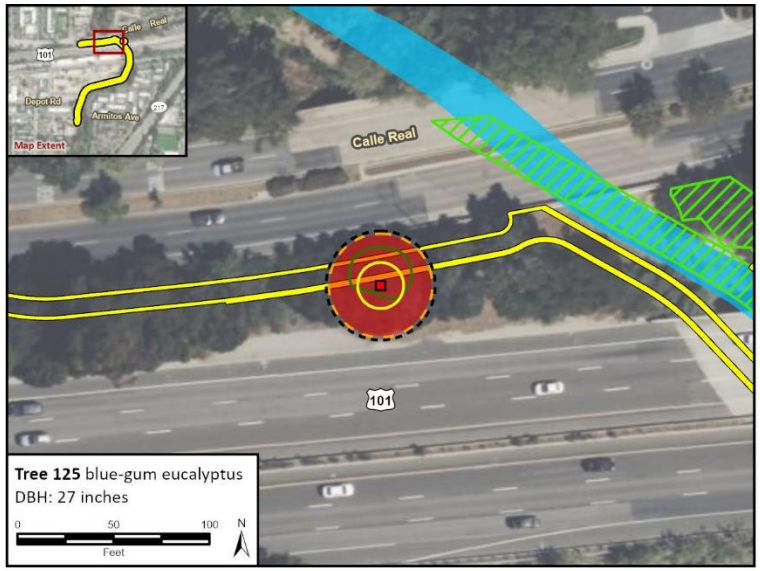

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Calle Real
101
Tree 120 blue-gum eucalyptus
DBH: 23 inches
0 50 100
Feet
N

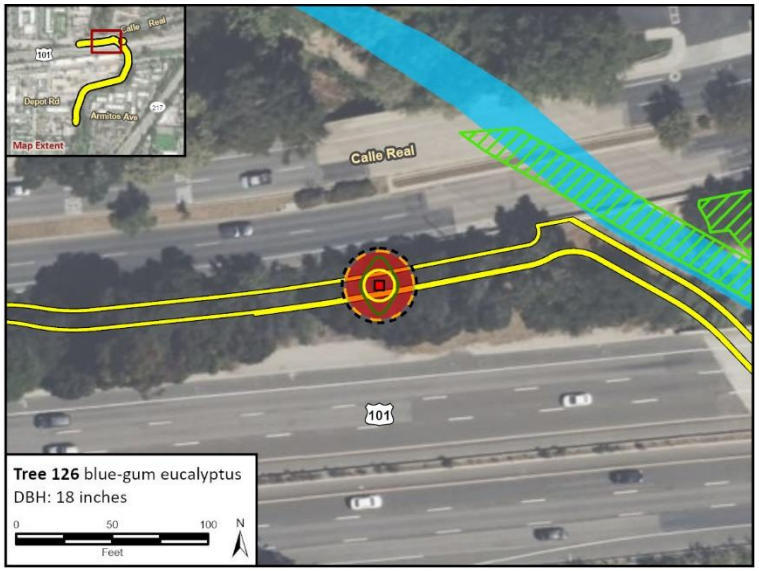

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 121 coast live oak
DBH: 20 inches
0 50 100
Feet
N

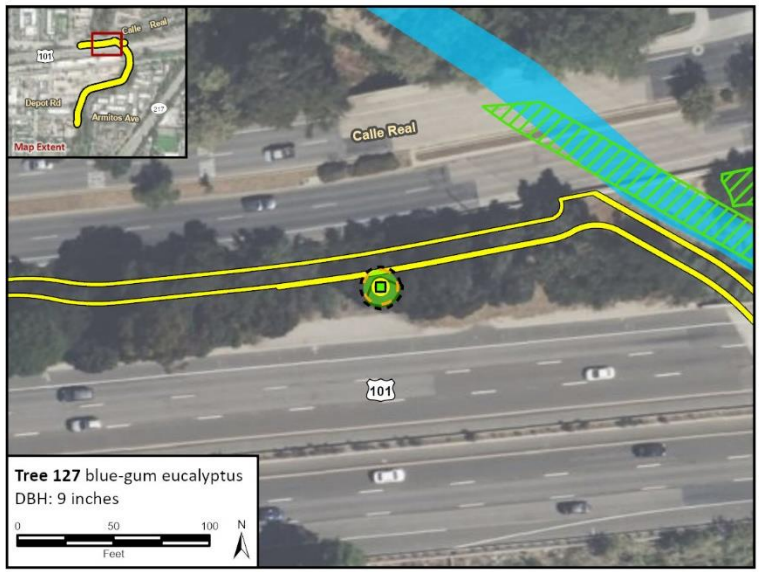

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 122 coast live oak
DBH: 24 inches
0 50 100
Feet
N

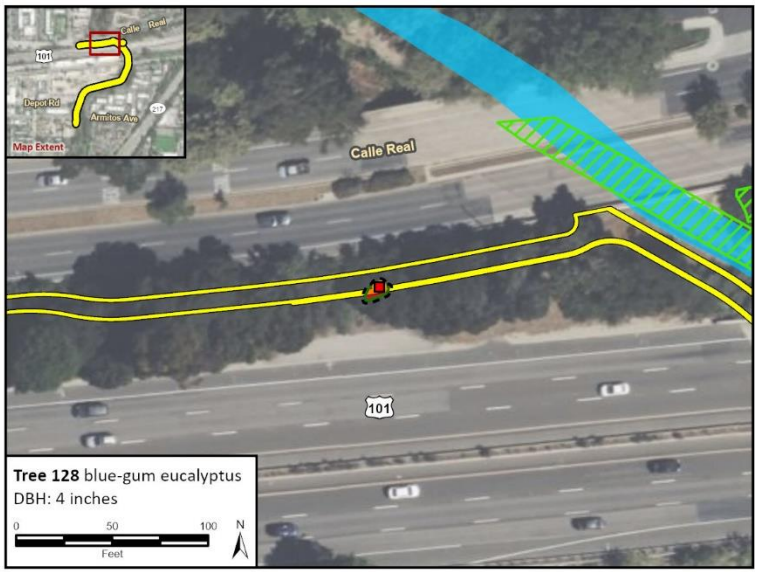

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 123 blue-gum eucalyptus
DBH: 13 inches
0 50 100
Feet
N

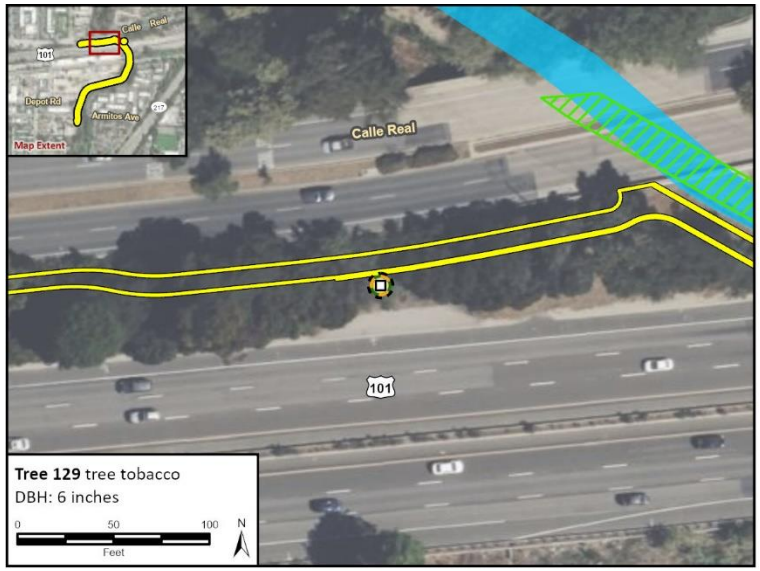

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 124 coast live oak
DBH: 30 inches
0 50 100
Feet
N

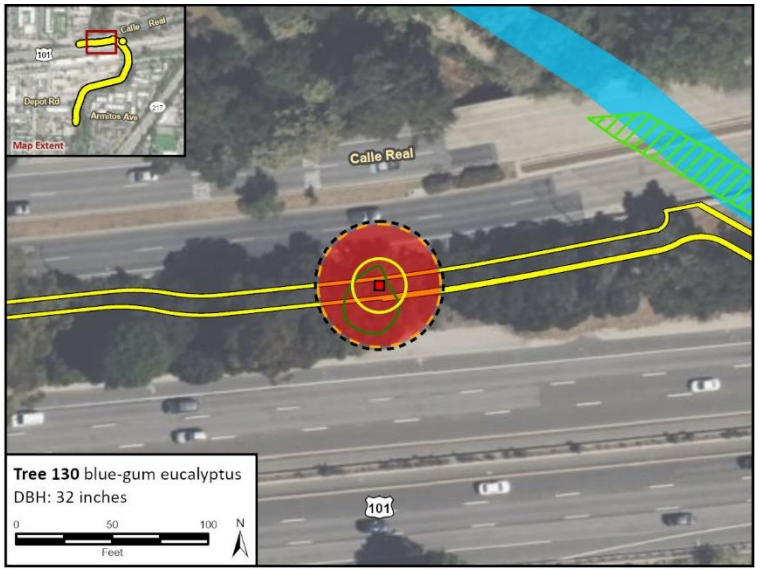

Calle Real
101
Tree 125 blue-gum eucalyptus
DBH: 27 inches
0 50 100
Feet
N
Map Extent

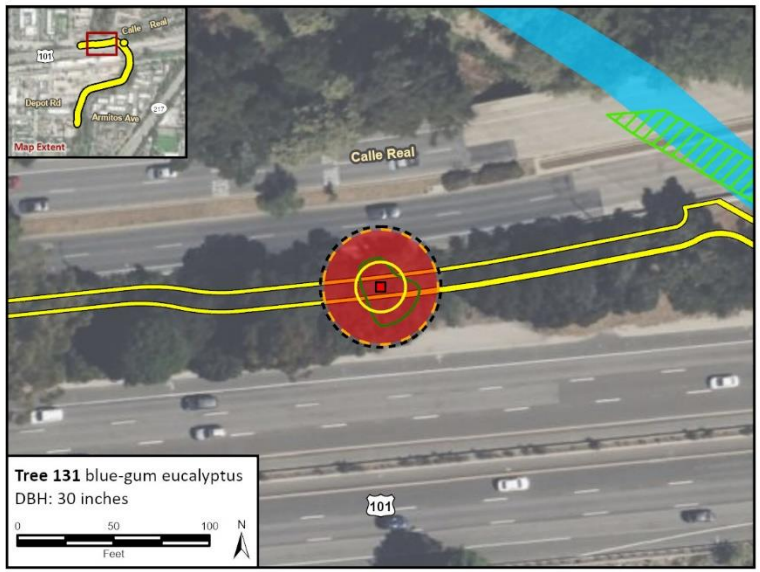

Calle Real
101
Tree 126 blue-gum eucalyptus
DBH: 18 inches
0 50 100
Feet
N
Map Extent

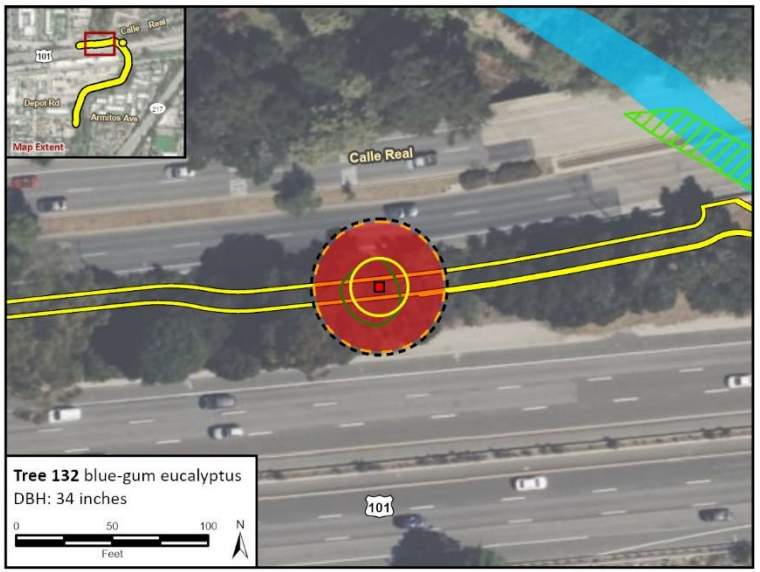

Calle Real
101
Tree 127 blue-gum eucalyptus
DBH: 9 inches
0 50 100
Feet
N
Map Extent

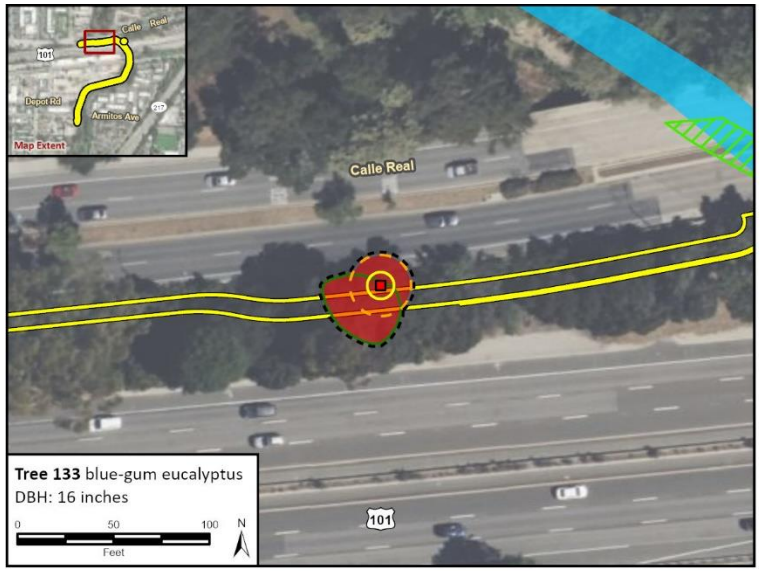

Calle Real
101
Tree 128 blue-gum eucalyptus
DBH: 4 inches
0 50 100
Feet
N
Map Extent

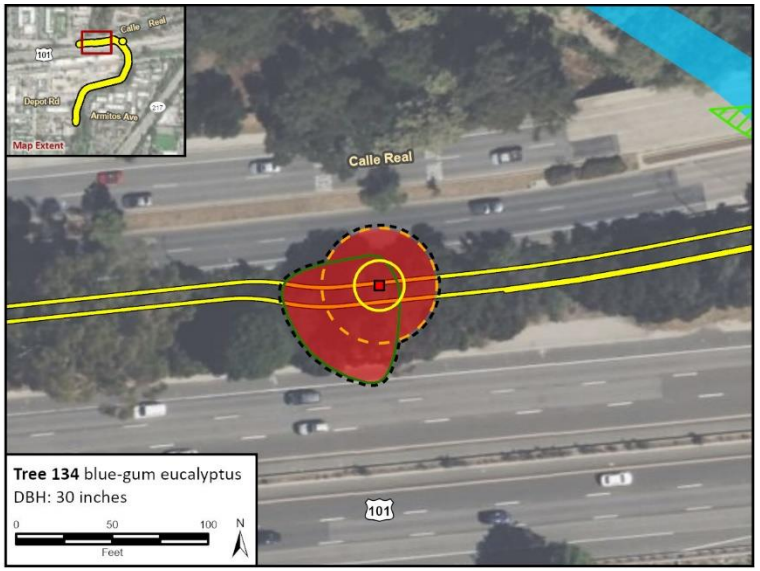

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 129 tree tobacco
DBH: 6 inches
0 50 100
Feet
N

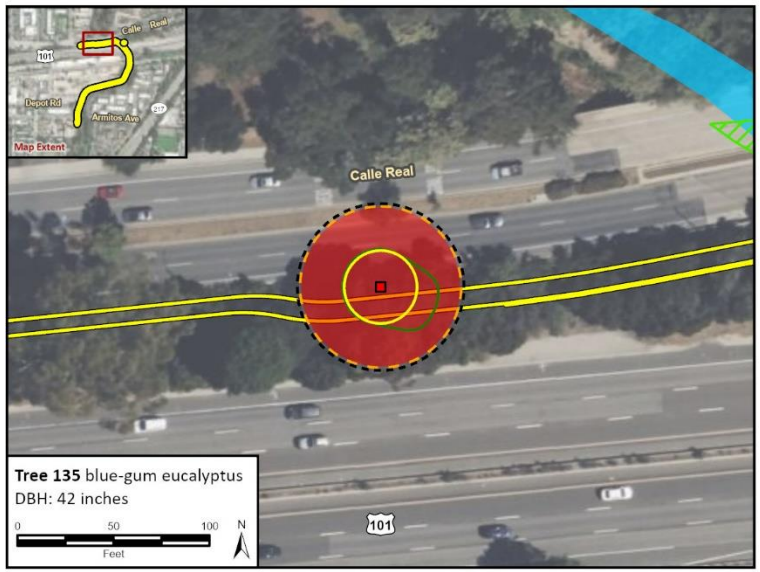

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 130 blue-gum eucalyptus
DBH: 32 inches
0 50 100
Feet
N

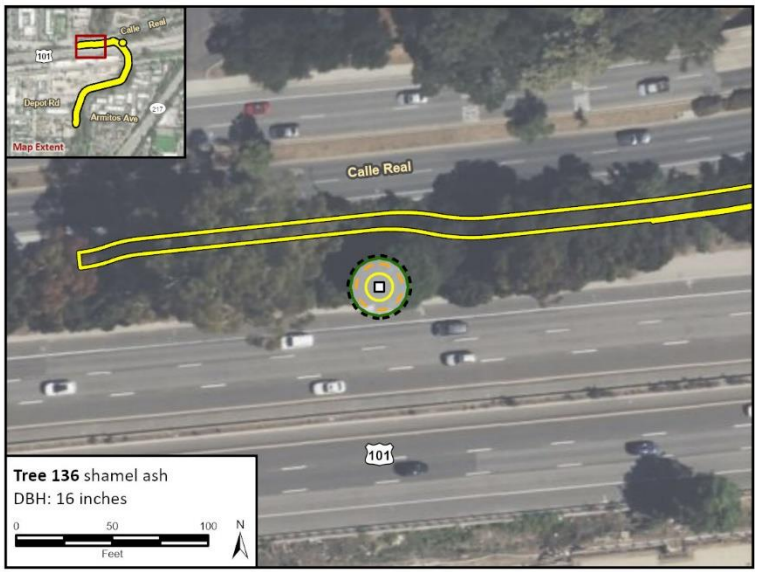

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 131 blue-gum eucalyptus
DBH: 30 inches
0 50 100
Feet
N


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 132 blue-gum eucalyptus
DBH: 34 inches
0 50 100
Feet
N

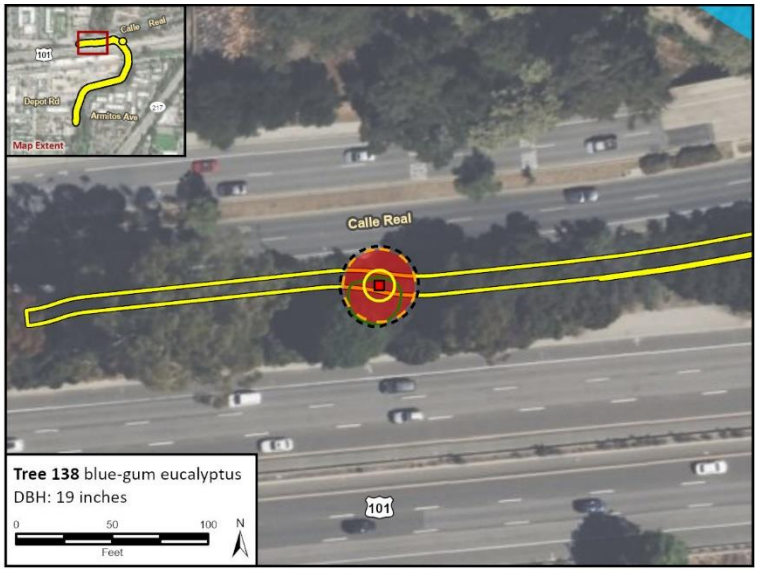

Calle Real
Tree 133 blue-gum eucalyptus
DBH: 16 inches
0 50 100 N
Feet
101
Map Extent

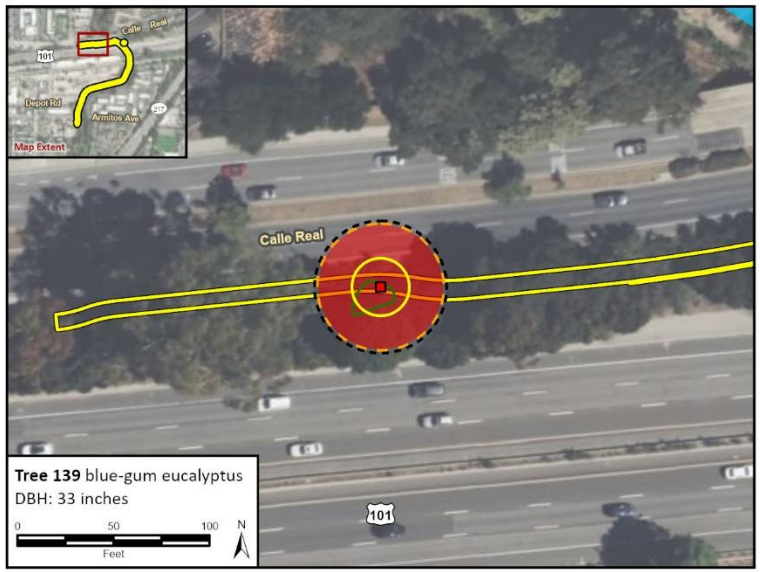

Calle Real
Tree 134 blue-gum eucalyptus
DBH: 30 inches
0 50 100 N
Feet
101
Map Extent

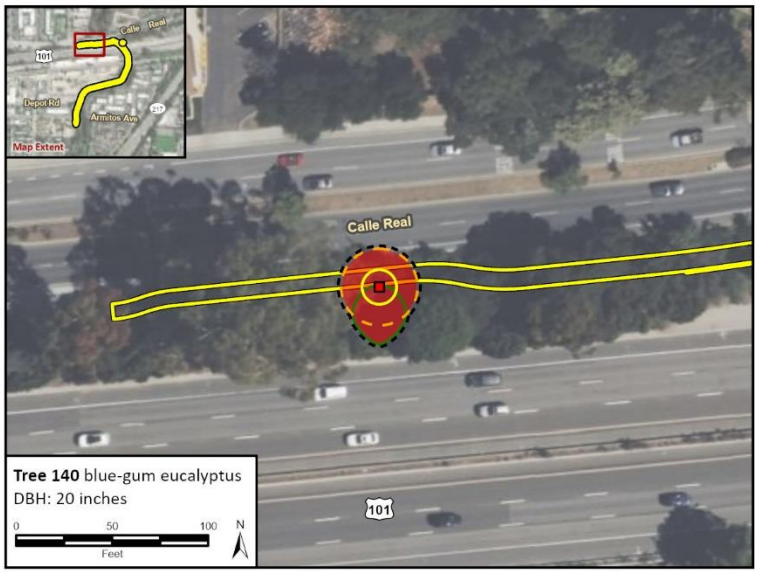

Calle Real
Tree 135 blue-gum eucalyptus
DBH: 42 inches
0 50 100 N
Feet
101
Map Extent

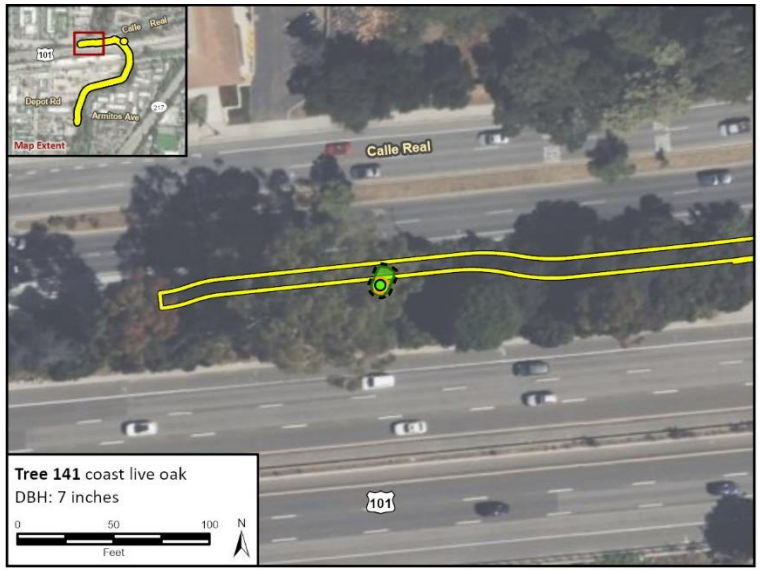

Calle Real
Tree 136 shamel ash
DBH: 16 inches
0 50 100 N
Feet
101
Map Extent

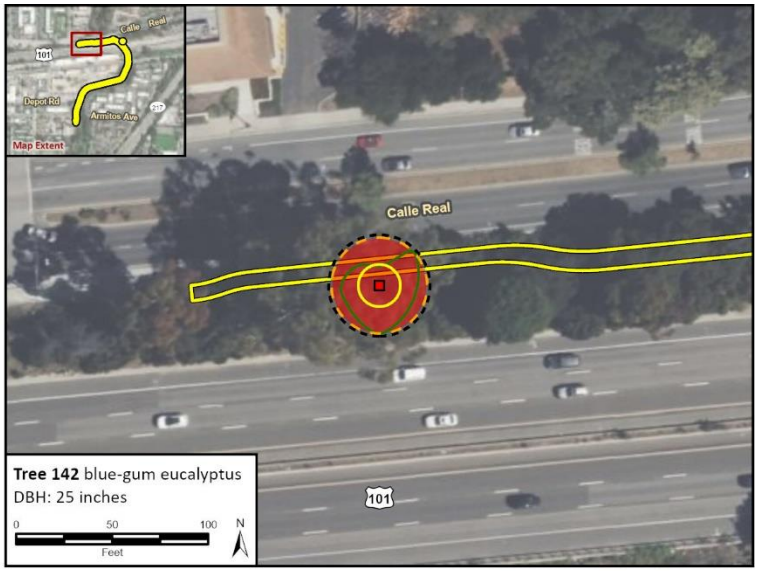

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 137 blue-gum eucalyptus
DBH: 15 inches
0 50 100
Feet
N


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 138 blue-gum eucalyptus
DBH: 19 inches
0 50 100
Feet
N


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 139 blue-gum eucalyptus
DBH: 33 inches
0 50 100
Feet
N


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 140 blue-gum eucalyptus
DBH: 20 inches
0 50 100
Feet
N

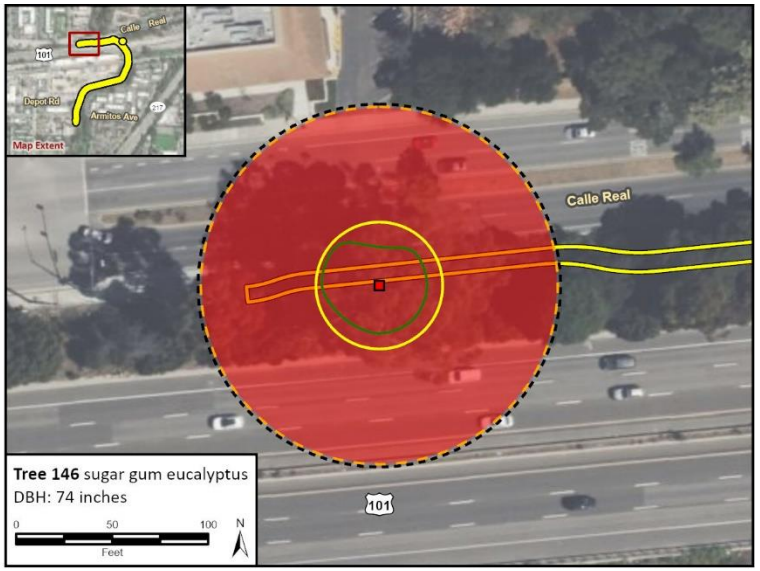

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 141 coast live oak
DBH: 7 inches
0 50 100
Feet
N


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 142 blue-gum eucalyptus
DBH: 25 inches
0 50 100
Feet
N


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 143 sugar gum eucalyptus
DBH: 12 inches
0 50 100
Feet
N


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 144 sugar gum eucalyptus
DBH: 12 inches
0 50 100
Feet
N


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 145 sugar gum eucalyptus
DBH: 11 inches
0 50 100
Feet
N

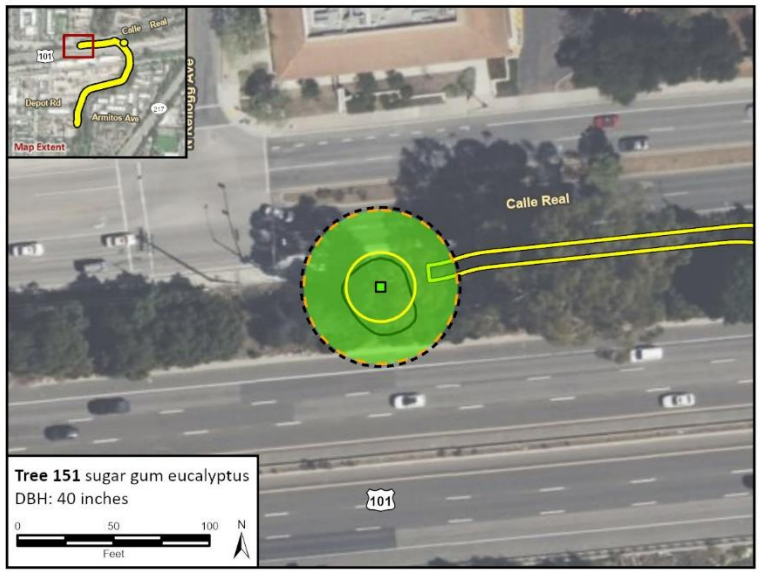

Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 146 sugar gum eucalyptus
DBH: 74 inches
0 50 100
Feet
N


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 147 blue-gum eucalyptus
DBH: 16 inches
0 50 100
Feet
N


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 148 blue-gum eucalyptus
DBH: 23 inches
0 50 100
Feet
N


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 149 blue-gum eucalyptus
DBH: 25 inches
0 50 100
Feet
N


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 150 sugar gum eucalyptus
DBH: 9 inches
0 50 100
Feet
N


Calle Real
101
Depot Rd
Armitos Ave
Map Extent
Tree 151 sugar gum eucalyptus
DBH: 40 inches
0 50 100
Feet
N

APPENDIX F
FEDERAL REQUIREMENTS FOR FEDERAL AID PROJECTS

FOR

SAN JOSE CREEK MULTIPURPOSE PATH PROJECT

Back of Cover Sheet

EXHIBIT 9-P: PROMPT PAYMENT CERTIFICATION

Section 7108.5 of the California Business and Professions Code (CBPC) requires a prime contractor or subcontractor (i.e. builders) to pay any subcontractor not later than seven (7) days after receipt of each progress payment received or final retention payment. Section 3321 of the California Civil Code (CCC) requires prime design professionals (prime consultants directly in contract with a public agency) to pay any subconsultant not later than fifteen (15) days after receipt of each progress payment or final retention payment. The payment cannot be delayed because of disagreements on other contracts. Any delay or postponement of payment among the parties may take place only for good cause with the agency's prior written approval. This requirement applies to both DBE and non-DBE subcontractors.

1. CONTRACT INFORMATION

(1) Prime Contractor/Consultant	(2) Local Agency	(3) Federal Project Number	(4) Local Contract Number	(5) Total Contract Award Amt ($)	(6) Total DBE Commitment Amt ($)	(7) DBE Commitment (%)	(8) DBE Contract Goal (%)	(9) Reporting Period (MM/YYYY)

2. PAYMENT INFORMATION

(10) Subcontractor/Subconsultant Name	(11) DBE Cert. Number	(12) Subcontract Type	(13) Date Payment Received by Prime	(14) Date of Prime Payment to Sub	(15) Amount of Payment ($)	(16) Amount Paid To Sub to Date ($)	(17) Total Committed to This Subcontractor ($)	(18) Promptly Paid? (Y/N)	(19) Incremental Retainage Paid? (Y/N)	(20) Comments or Reason for Non-Payment/Non-Prompt Payment, including Payment of incremental Retainage *
				Totals	$0.00	$0.00	$0.00			

List all first-tier subcontractors/subconsultants, whether or not the firms were originally listed in Exhibit 10-O2 or 15-G as a DBE commitment. If the actual DBE utilization was different than that approved at the time of award, provide comments in box (20). All payments reported, including payments to contractor/consultant, are for the date listed.

* Only reasons based on dispute on subcontractor or supplier noncompliance may be accepted.

3. CERTIFICATION

The prime contractor or consultant hereby certifies that the foregoing Prompt Payment Certification Form is true and correct.

(21) Prime Contractor Manager's Signature

(22) Date

(25) Prime Contractor Manager's Name

(26) Phone

Local Agency certifies that all information in this form is complete and verified.

(23) Local Agency Representative's Signature

(24) Date

(27) Local Agency Representative 's Name

(28) Phone

Exhibit 9-P Instructions

I. Purpose

Section 7108.5 of the California Business and Professions Code (CBPC) requires a prime contractor or subcontractor (i.e. builders) to pay any subcontractor not later than seven (7) days after receipt of each progress payment received or final retention payment. Section 3321 of the California Civil Code (CCC) requires prime design professionals (prime consultants directly in contract with a public agency) to pay any subconsultant not later than fifteen (15) days after receipt of each progress payment or final retention payment. The payment cannot be delayed because of disagreements on other contracts. Any delay or postponement of payment among the parties may take place only for good cause with the agency's prior written approval. This requirement applies to both DBE and non-DBE subcontractors.

II. Instruction

For projects that are awarded on or after September 1, 2023:

The prime contractor or consultant must submit Exhibit 9-P to the LPA administering the contract by the 15th of the month following the month of any payment(s). If the prime contractor or consultant does not make any payments to subcontractors, suppliers, and/or manufactures they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

A failure to complete the Prompt Pay reporting requirement may result in the withholding of the prime contractor or consultant's next progress payment and/or final payment. Additionally, Caltrans may require the LPA to issue a corrective action plan and /or it may require the LPA to suspend the contract in whole or in part if the prime or consultant does not make up the shortfall.

LPA must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LPA must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from prime contractor or consultant.

1. CONTRACT INFORMATION

(1) **Prime Contractor/Consultant:** Enter the business name for the prime contractor/consultant.
(2) **Local Agency:** Enter the local agency name.
(3) **Federal Aid Project Number**: Enter the 7-digit federal-aid project number of the lead project on the contract. E.g. 5002(123) is a valid Federal-Aid Project Number.
(4) **Local Contract Number:** Enter the Local Agency contract number or identifier.
(5) **Total Contract Award Amount ($):** Enter the total contract award amount of the project.
(6) **Total Contract DBE Commitment Amount ($):** Enter the total DBE commitment award amount of the project as it appears on Exhibit 10-O2 or Exhibit 15-G.
(7) **DBE Commitment (%):** Enter percentage of the Prime contract committed to DBE firms as it appears on Exhibit 10-O2 or Exhibit 15-G.
(8) **DBE Contract Goal (%):** Enter the contract DBE goal percentage as it appears on the project advertisement.
(9) **Reporting Period (Month-Year):** Indicate the month and year of payments being reported.

2. PAYMENT INFORMATION

(10) **Subcontractor/Subconsultant name:** Enter subcontractor/consultant firm's name.
(11) **DBE Cert. Number**: List the DBE's certification number as listed in the California Unified Certification Program (CUCP) database.
(12) **Subcontract Type**: Enter the most appropriate Subcontractor's contract type.

(13) **Date of Payment Received by Prime**: Enter date when a check is issued by LPA to the prime contractor/consultant for work performed by the contractor/consultant.
(14) **Date of Prime Payment to Sub**: Enter date when a check is issued by prime to the subcontractor/subconsultant for work performed by the subcontractor/subconsultant.
(15) **Amount of Payment ($)**: Enter the total amount paid to the subcontractor this period.
(16) **Amount Paid to Sub to Date ($)**: Enter the total amount paid to this subcontractor to date. This should be a total of past payments plus payment for the current work just invoiced to the Local Agency.

(17) **Total amount committed to this subcontractor ($)**: Enter the total amount committed to this subcontractor, copy the information from the agency signed Exhibit 10-O2 or 15-G.
(18) **Promptly Paid? (Y/N**): Enter "Y" if payment was made in accordance with the contract. Enter "N" if it's in dispute. Must provide comments regarding any dispute of payment.
(19) **Incremental Retainage Paid? (Y/N)**: Enter "Y" if this payment was a retainage payment. Enter "N" if this was a progress or final payment.
(20) **Comments or Reason for Non-Payment/Non-Prompt Payment, including Payment of Incremental Retainage ***: Only reasons based on dispute with subcontractor or supplier noncompliance may be accepted. Add appropriate notes if a DBE subcontract was terminated, a DBE subcontract was added, if change orders impacted the DBE's payments (include good faith efforts the prime contractor/consultant implemented), if task orders weren't issued, etc.

3. CERTIFICATION

(21) **Prime Contractor Manager's Signature**: Self explanatory
(22) **Date**: Provide the date Prime Contractor Manager signed this form.
(23) **Local Agency Presentative's Signature**: Self explanatory.
(24) **Date**: Provide the date Local Agency Presentative signed this form.
(25) **Prime Contractor Manager's Name**: Self explanatory.
(26) **Phone**: Self explanatory
(27) **Local Agency Presentative's Name**: Self explanatory.
(28) **Phone**: Self explanatory

13. TITLE VI ASSURANCES

[The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E.
Note: Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.]

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONTRACTOR shall provide all information and reports required by the

Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
    i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
    ii. cancellation, termination or suspension of the Agreement, in whole or in part.
f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title

VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such

programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DLA SUBCONTRACTING REQUEST

DOT LAPM 16-B (NEW 12/2021)

REQUEST NUMBER

CONTRACTOR NAME	COUNTY	ROUTE
BUSINESS ADDRESS		CONTRACT NUMBER
CITY AND STATE	ZIP CODE	FEDERAL-AID PROJECT NUMBER *(from special provisions)*

SUBCONTRACTORS (Name, Business Address, Phone)	CA STATE CONTRACTOR LICENSE NUMBER	PUBLIC WORKS CONTRACTOR REGISTRATION NUMBER	BID ITEM NUMBER(S) (1 per line)	PERCENTAGE OF BID ITEM SUBCONTRACTED	CHECK IF (See Categories Below) 1	2	DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBCONTRACTED	DOLLAR AMOUNT BASED ON BID AMOUNT

Categories: **1. Listed Under Fair Practices Act** **2. Certified Disadvantaged Business Enterprise/Disabled Veteran Business Enterprise**

I certify that:
- The specifications for labor set forth in the contract apply to the subcontracted work.
- If applicable (federal-aid projects only), Form FHWA-1273 has been inserted in the subcontracts and will be incorporated in any lower-tier subcontract.
- Written contracts have been executed for the subcontracted work noted above.

CONTRACTOR'S SIGNATURE | DATE

This section is to be completed by the resident engineer.

1. Total of bid items $ _____
2. Bid items previously subcontracted $ _____
3. Bid items subcontracted (this request) $ _____
4. Total of lines 2 and 3 $ _____
5. Maximum amount of work allowed to be subcontracted (multiply line 1 by %) $ _____
6. Minimum amount prime contractor must perform with own forces (multiply line 1 by %) $ _____

APPROVED

RESIDENT ENGINEER'S SIGNATURE | DATE

Copy Distribution: Original - Contractor **Copy** - Resident Engineer

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1159

DLA SUBCONTRACTING REQUEST

LAPM 16-B (NEW 12/2021)

INSTRUCTIONS

All first-tier subcontractors must be included on a subcontracting request.

Before subcontracting work starts, the contractor will submit an original Form DOT LAPM 16-B according to the *Standard Specifications*.

- Ensure all subcontractors are:

  1. Listed on the subcontractor list at the time of bid, per the Subletting and Subcontracting Fair Practice Act; OR

  2. All 1st tier subcontractors regardless of dollar value.

When an entire item is subcontracted, show the contractor's bid price.

When a portion of an item is subcontracted, describe the portion and show the percentage of the bid item and value.

- Compare line 5 to line 4. If line 5 is greater than line 4 the request can be approved.
- After approval, the resident engineer returns the original to the contractor and completes the remaining distribution as listed on the bottom of the form.
- Labor Compliance Officer to review subcontractor licensing and registration.
- Labor Compliance Officer completes PWC-100 form on California Department of Industrial Relations site for subcontractors that were not required to be listed at time of bid on the Subcontractor List form.

THIS FORM IS NOT TO BE USED FOR SUBSTITUTIONS OF LISTED SUBCONTRACTORS OR DISADVANTAGED BUSINESS ENTERPRISE.

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State of California-Department of Transportation

Exhibit 16-Z1 Monthly DBE Trucking Verification

Contract No.			Month			Year	
Truck Owner	**DBE Cert No.**	**Company Name and Address**	**Truck No.**	**California Highway Patrol CA. No.**	**Commission of Amount Of Amount Paid***	**Date Paid**	**Lease Arrangement (if applicable)**
					$		**Lease Agreement** ☐ **with NON-DBE** ☐ **with DBE** ☐
					$		**Lease Agreement** ☐ **with NON-DBE** ☐ **with DBE** ☐
					$		**Lease Agreement** ☐ **with NON-DBE** ☐ **with DBE** ☐
					$		**Lease Agreement** ☐ **with NON-DBE** ☐ **with DBE** ☐
					$		**Lease Agreement** ☐ **with NON-DBE** ☐ **with DBE** ☐
					$		**Lease Agreement** ☐ **with NON-DBE** ☐ **with DBE** ☐
					$		**Lease Agreement** ☐ **with NON-DBE** ☐ **with DBE** ☐
					$		**Lease Agreement** ☐ **with NON-DBE** ☐ **with DBE** ☐
					$		**Lease Agreement** ☐ **with NON-DBE** ☐ **with DBE** ☐
				Total Amount Paid	$		

Prime Contractor	Business Address	Business Phone No.

*Upon Request all Lease Agreements Shall be made available, in accordance with the special Provisions

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

Contractor Representative Signature	Title	Date

MONTHLY DBE TRUCKING VERIFFICATION

The top of the form contains boxes to put in the Contract Number, the Month of the reporting period and the Year of the reporting period. The form has a column to enter the name of the Truck Owner, the DBE Cert. No. (if DBE certified) and the Name and Address of the trucking company. The form also requires the Truck No. and the California Highway Patrol CA No.

The form is to be submitted prior to the 15th of each month and must show the dollar amount paid to the DBE trucking company(s) for trucking work performed by DBE certified trucks and for any fees or commissions of non DBE trucks utilized each month on the project. The amount paid to each trucking company is to be entered in the column called "Commission or Amount Paid," in accordance with the Special Provisions Section 5-1.X.

Payment information is derived using the following:

1.) 100% for the trucking services provided by the DBE using trucks it owns, operates and insures.
2.) 100% for the trucking services provided by the trucks leased from other DBE firms.
3.) The fee or commission paid to non DBEs for the lease of trucks. The Prime does not receive 100% credit for these services because they are not provided by a DBE company.

The total dollar figure of this column is to be placed in the box labeled "Total Amount Paid." The column "Date Paid" requires a date that each trucking company is paid for services rendered. The next column contains information that must be completed if a lease arrangement is applicable. Located at the bottom of the form is a space to put the name of the "Prime Contractor," their "Business Address" and their "Business Phone No."

At the bottom of the form there is a space for the Contractor or designee "Contractor Representative's Signature, Title and Date" certifying that the information provided on the form is complete and correct.

Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors

1. Local Agency Contract Number	2. Federal-Aid Project Number	3. Local Agency City of Goleta	4. Contract Acceptance Date
5. Contractor/Consultant	6. Business Address	7. Final Contract Amount	

8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment
				Non-DBE	DBE		
15. ORIGINAL DBE COMMITMENT AMOUNT $			16. TOTAL				

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAVE BEEN MONITORED			
21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
2. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
3. Local Agency - Enter the name of the local or regional agency that is funding the contract.
4. Contract Acceptance Date - Enter the date the contract was accepted by the Local Agency.
5. Contractor/Consultant - Enter the contractor/consultant's firm name.
6. Business Address - Enter the contractor/consultant's business address.
7. Final Contract Amount - Enter the total final amount for the contract.
8. Contract Item Number - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. Company Name and Business Address - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
11. DBE Certification Number - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
12. Contract Payments - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies toward DBE goals. If the materials or supplies are purchased from a DBE regular dealer/supplier, count 60% of the cost of the materials or supplies toward DBE goals. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
13. Date Work Completed - Enter the date the subcontractor/subconsultant's item work was completed.
14. Date of Final Payment - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
15. Original DBE Commitment Amount - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
16. Total - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
17. Contractor/Consultant Representative's Signature - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
18. Contractor/Consultant Representative's Name - Enter the name of the person preparing and signing the form.
19. Phone - Enter the area code and telephone number of the person signing the form.
20. Date - Enter the date the form is signed by the contractor's preparer.
21. Local Agency Representative's Signature - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
22. Local Agency Representative's Name - Enter the name of the Local Agency Representative signing the form.
23. Phone - Enter the area code and telephone number of the person signing the form.
24. Date - Enter the date the form is signed by the Local Agency Representative.