CITY OF GOLETA

CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS

FOR

FY 2016/2017 PAVEMENT REHABILITATION PROJECT - OVERLAY

By

Rosemarie Gaglione,
Public Works Director

Bid Number: 02-17

Bid Opening: April 11, 2017 2:00PM

For use with Caltrans Standard Specifications

March 2017
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CITY SPECIAL PROVISIONS

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FEDERAL REQUIREMENTS – NOT USED
PUBLIC NOTICE IS HEREBY GIVEN that the City of Goleta (“CITY”), invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, 130 Cremona Drive, Suite B, Goleta, California 93117, up to the hour of 2:00 p.m. on April 11, 2017, at which time they will be publicly opened and read aloud promptly thereafter. Faxes or any electronic formats are not acceptable.

Copies of the Bidding Documents including Project Plans and Specifications, City General Provisions, City Special Provisions and Supplemental Project Information (SWPPP, Geotechnical Reports, etc.), but not including Caltrans Standard Plans, Caltrans Standard Specifications, Caltrans Standard Special Provisions – 2010 Edition, or Reference Specifications) are available from the CITY, 130 Cremona Drive, Suite B, Goleta, California 93117 upon payment of a $20.00 non-refundable fee if picked up, or payment of a $30.00 non-refundable fee, if mailed or no payment to CITY if obtained from Construction Bidboard, Inc. at http://www.ebidboard.com/, or City of Goleta website at http://www.cityofgoleta.org/i-want-to/view/city-bid-opportunities.

Each Bidder shall register by providing its street address, e-mail, phone and fax to City at the time of pick-up or request for Bidding Documents (“Registered Bidders); Addenda, if any, shall be issued via e-mail or CD (no hard copy) only to Registered Bidders. The City reserves the right to extend the Bid Deadline and Bid Opening by issuing an Addendum to Registered Bidders no later than 72 hours prior to the Bid Deadline.

The work includes all labor, material and equipment necessary to cold planing, Hot Mix Asphalt (HMA) paving, striping, and traffic control on Calle Real within the City of Goleta, CA. The contract period is 40 working days.

Bidder requests for clarification or interpretation of the bidding documents shall be addressed in writing to the City’s representative at least seven (7) calendar days before the bid deadline.

Any contract entered into pursuant to this notice will incorporate provisions of the California Labor Code. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations 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.

Bids must be prepared on the approved bid forms in conformance with the “Bidding Instructions” and the General Provisions and submitted in a sealed envelope plainly marked on the outside, “SEALED BID FOR FY 2016/2017 PAVEMENT REHABILITATION PROJECT - OVERLAY. DO NOT OPEN WITH REGULAR MAIL.” The bid must be accompanied by certified cashier's check,
or bidder’s bond, made payable to CITY. The bid security shall be an amount equal to ten percent (10%) of the total maximum amount bid with their proposals as required by California law.

A contract may only be awarded to the lowest responsive and responsible bidder that holds a valid Class “A” Contractor’s license or specialty licensing in accordance with the provisions of the California Business and Professions Code.

Within such limits as may be prescribed by law, the City Council of the City of Goleta reserves the right to reject any and all Bids, to accept, reject or waive any variances or informalities in a Bid or in the bidding, take bids under advisement or to accept the Bid or Bids that best serve the interests of the City. 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 1171 et.seq. of the Labor Code may result in a determination that the bidder is not responsible.

The bidder, including the Responsible Managing Officer (RMO) for the bidder, shall demonstrate a minimum of three (3) years’ experience successfully performing projects of substantially similar type, magnitude, and character of the work bid. The CITY also requires bidders to provide a performance bond.

Bids shall remain open and valid for a period of ninety (90) 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.

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 (805) 961-7505 or register on the City’s website (www.cityofgoleta.org).

CITY OF GOLETA

_____________________________
Deborah S. Lopez, City Clerk

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Santa Barbara News Press: 3/10/2017; 3/20/2017
SECTION B BIDDING INSTRUCTIONS

Replace the entire Section 2 BIDDING Caltrans Standard Specifications with the following:

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

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

a. “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 the Contractor’s responsibility if the City accepts the Alternate Bid Item.

b. “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.

c. “Bidder” means a person or firm that submits a bid.

d. “Bidding Documents” means the Notice Inviting Sealed Bids, Bidding Instructions, the City-prescribed bid forms, which each bidder must complete to submit a bid, the Contract Documents enumerated in the Agreement and all other construction documents prepared and issued for bidding purposes including all addenda.

e. “Inspector” means the person designated by the engineer to ensure specification compliance.

f. “Total Base Bid” means the sum stated in the bid for which bidder offers to perform the Work described in the bidding documents, but not including alternates.

g. “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 Bidding Documents.
2. BIDDER’S REPRESENTATIONS. By making its bid, bidder represents that:

2.1 Bidder read, understood, and made the bid pursuant to the requirements in the bidding documents.

2.2 Examination of Site and Bidding Documents. The Bidder, at its sole cost and expense, is required to examine carefully the Bidding Documents and visit the Project site to become fully acquainted with the conditions affecting the Work. Bidders shall visit the site and ascertain the existence of surface, subsurface and other conditions affecting the construction and cost of the work based upon information indicated in the Bidding Documents, Supplemental Project Information and surface indicators including, but not limited to, flags, stakes, painted indicators such as arrows, pedestals, fire hydrants, communications poles and bases, manhole covers and other above ground indicators. The Drawings and specifications contained in these Bidding Documents do not constitute a representation or warranty that any conditions shown therein actually exist. Soil and test hole data, water table elevations and soil analyses shown on the Drawings or included in the Specifications apply only as set out in section 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. Soil test reports for test holes which have been drilled are available for inspection at the office of the Engineer. Additional subsurface exploration may be performed by Bidders or the Contractor at their own expense. The indicated groundwater elevation is that which existed on the date specified in the data. It is the Contractor’s responsibility to determine and allow for the groundwater elevation on the date the Work is performed. A difference in groundwater elevation between what is shown in soil boring logs and what is actually encountered during construction will not be considered as a basis for Extra Work. By submitting a Bid, Bidder represents: (1) that Bidder has read and understands the Bidding Documents and has visited the site; (2) the Bid is made in compliance with the Bidding Documents and is based upon the labor, materials, equipment, and systems required by the Bidding Documents; (3) that Bidder understands that all labor, materials, equipment, and systems to be furnished for the Work shall be furnished for the prices bid; (4) that it has visited the Project site, familiarized itself with the local conditions under which the Work is to be performed; (5) that it is fully experienced, qualified and competent to perform the Work set forth in the Contract Documents; (6) that it shall not damage or endanger and shall preserve and protect adjacent properties; (7) that it is properly equipped, organized and financed to perform the Work; (8) that it is properly permitted and licensed by the California Contractors State Licensing Board to perform the Work; (9) that it has familiarized itself with all conditions bearing upon transportation, disposal, handling and storage of materials; (10) that it has familiarized itself with the availability of labor, water, electric power, and roads; (11) that it has familiarized itself with uncertainties of weather, or similar physical conditions at the Project site; (12) that it has familiarized itself with the character of equipment and facilities needed preliminary to and during performance of the Work; (13) that it 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; (14) that it will coordinate its construction activities with the other contractors performing work on the Project site, if any, including, but not limited to, any Separate Contractor retained by the City; and (15) that the Bidder has checked 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. Should the City allow the Contractor access to certain City property for use as laydown storage area for equipment and materials as part of this specific project, a Right of Entry and License Agreement is required in the form specified in the City Special Provisions. The Special Provisions may have specific details with respect to Contractor laydown / yard storage facilities and will take precedence over any allowable access to any City Property. Public streets will not be used for storage. The failure of a Bidder to receive or examine any of the Bidding 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.

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 bidder 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 three (3) years’ experience successfully performing projects of the substantially similar type, magnitude, and character of the work bid, and financial capacity to perform and complete all obligations under the bidding documents.

2.6 The person executing the bid form is duly authorized and empowered to execute the bid form on bidder’s behalf.

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

2.8 Bidder has paid any applicable City business license fee(s).

3. BIDDING DOCUMENTS.

3.1 Bidders may obtain complete sets of the bidding documents from the City’s Public Works Department for the sum stated in the notice inviting sealed bids.

3.2 Bidders will use a complete set of bidding documents in preparing bids.

3.3 The City makes copies of the bidding 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 bidding 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 Bidding Documents.
4. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.

4.1 Before submitting its bid, bidder will carefully study and compare the various documents comprising the bidding 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.

4.2 Bidder requests for clarification or interpretation of the bidding documents shall be addressed in writing to the City’s representative at least seven (7) calendar days before the bid deadline.

4.3 Clarifications, interpretations, corrections, and changes to the bidding documents will only be made by addenda. Purported clarifications, interpretations, corrections, and changes to the bidding documents made in any other manner will not be binding and bidders will not rely upon them.
5. ADDENDA.

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

5.2 Addenda will be posted to the City’s website, Construction Bidboard, and distributed to certain planrooms. Addenda will be mailed or delivered to all who are known by the City to have received a complete set of bidding documents and who have provided a mailing address for receipt of addenda.

5.3 Copies of addenda will be made available for inspection at the City’s Public Works Department.

5.4 The City will issue addenda so that they are received by prospective bidders not less than three (3) business 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.

5.5 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 paragraph _ of 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.

6. PRODUCT SUBSTITUTIONS. No requests for product substitutions will be considered before award of contract unless requested through the Request for Information (RFI) process so that all bidders will be informed. Bidders wishing to obtain authorization for an or equal substitution of an equivalent material, product or equipment, shall submit all requests for or equal substitution using the form included as Attachment A to these Bidding Instructions, together with data substantiating Bidder’s representation that the non-specified item is of equal quality to the item. Requests for product substitutions not handled through the RFI process will only be considered after award of the contract and in the manner provided for in the contract documents. Authorization of an or equal substitution of equivalent materials is solely within the discretion of the City and, if given, shall be made by Addendum or Change Order issued by the City. Bids shall not be based on any or equal substitution request that has not been authorized in writing by City Addendum. In the absence of a written Addendum authorizing a pre-Bid or equal substitution request, the request shall be deemed denied.
7. SUBCONTRACTORS.

7.1 Each bidder will list in the bid 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 following information is required for each subcontractor: (1) work activity; (2) name of subcontractor; (3) city of subcontractor’s business location; and (4) California contractor’s license number. An inadvertent error in listing the California contractor license number provided 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 bid form may 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.

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

8. NOT USED

9. FORM AND STYLE OF BIDS.

9.1. Bids will be submitted on the bid form included with the bidding documents. Bids not submitted on the City’s bid form may be rejected. All blanks on the bid form must be filled in legibly in ink or by typewriter.

9.2. Bidder’s failure to submit a price for any alternate or unit price may 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 is not allowed to make stipulations on the bid form nor qualify the bid in any manner.

9.5. The bids must 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 bid form must be signed by a person or persons legally authorized to bind bidder to a contract. Bidder’s representative must sign and date the declaration of eligibility to contract included in the bid form. Failure to sign and date the declaration may 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 Base Bid Price 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 bid form and to furnish all items required by the bidding documents.

10.2. If the apparent lowest responsible bidder fails to sign the contract and furnish all items required by the bidding 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.

10.3. 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.

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

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

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

10.4.3. All bids have been rejected.

11. BID DELIVERY.

11.1 The bid form, bid security, and all other documents required to be submitted with the bid must be enclosed in a sealed opaque envelope addressed to the City clerk. The envelope shall identify the project name as shown in the notice inviting sealed bids, bidder’s name and address, and, if applicable, the designated portion of the project for which the bid is submitted. If the bid is sent by mail, the sealed bid must be enclosed in a separate mailing envelope labeled with the project name as shown in the notice inviting sealed bids and “do not open with regular mail”

11.2 Bids must be deposited at the designated location on or before the bid deadline. A bid received after the bid deadline will be returned to bidder unopened.

11.3 Bidder will assume full responsibility for timely delivery at the location designated for receipt of bids.

11.4 Oral, telephonic, facsimile, electronic or telegraphic bids are invalid and will not be accepted.

12. MODIFICATION OR WITHDRAWAL OF BID.
12.1. Bids may not be modified, withdrawn, or canceled within ninety (90) days after the bid deadline unless otherwise provided in any supplementary instructions to bidders.

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 publicly.

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 Bidding Documents and the moral and business integrity and reliability that will assure good faith performance in the sole discretion of the County. Any determination of a bidder’s nonresponsibility 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 Bidding 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 Bidding 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 Bid 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 bidding 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 ninety (90) 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 If Alternates are called for in the Bid Proposal, the City will determine the low bidder in accordance with Public Contract Code Division II, Part 3, Chapter 1, Section 20103.8, Subdivision (b) and as follows:

15.5.1. The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined.

15.5.2. Each Bidder must fill in the prices for all Alternate Bid Items indicated on the Bid Proposal form. If no change in the Base Bid price is required, enter “No Change” in the blank for the price of the Alternate Bid Item. Any Bid that does not include prices for any Alternate Bid Item may result in the Bid being rejected as nonresponsive.

15.5.3. City reserves the right in its sole discretion to select any, all, or none of the Alternate Bid Items at the time of award of the Contract, regardless of whether those Alternate Bid Items were used in the analysis to determine the lowest Bid.

15.4 City Staff will identify the apparent lowest responsive and responsible bidder and notify such bidder within thirty (30) days (unless the number of days is modified in any Addendum issued to bidders) after the Bid Deadline. Within fifteen (15) 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 on forms provided by the City.
15.4.5. 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 fifteen (15) days after receiving the City's notification, and all such items comply with the requirements of the bidding documents, the City will verify the conditional award of the contract to bidder by signing the contract and returning a sign 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 opening, all 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 Bidding 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.
ATTACHMENT A – BIDDING INSTRUCTIONS
EQUAL SUBSTITUTION FORM

Project: ____________________________________________________________

Location: __________________________________________________________

TO: _______________________________________________________________

FROM: _____________________________________________________________

1. Section, Paragraph and Page Number of Specification or Drawing to which this Request applies: _______
   ___________________________________________________________________

2. Item specified for which substitution is requested:

   Name or Brand: _____________________________________________________
   Manufacturer: ______________________________________________________
   Catalog No.: _______________________________________________________

3. The proposed substitution is:

   Name or Brand: _____________________________________________________
   Manufacturer: ______________________________________________________
   Catalog No.: _______________________________________________________

4. Contractor is required to provide product data for the proposed substitution consisting of the description of the product or item, reference standards and performance test data, together with substantiating data, supporting the claim that the non-specified product is equal to that specified. No substitution request will be considered by the City without a completed Substitution Request form and substantiating data. Contractor shall attach hereto complete technical data, including technical information, complete manufacturer’s catalogs, brochures and drawings, certified laboratory test reports and samples as applicable for the proposed substitution, installation and operating instructions, manufacturing warranties and other descriptive material.

5. Reasons for substitution request: ______________________________________
   ___________________________________________________________________

6. Detailed comparison of significant qualities and properties (size, weight, durability, performance and similar characteristics) including the visual effect where applicable, for the proposed substitution in comparison with original requirements includes (list detailed comparison with supporting data, use separate sheets if required):
7. **Installation changes and changes to Drawings and Specifications required by the proposed substitution are (list all required changes, use separate sheets if required):**

   __________________________________________________________

   __________________________________________________________

   __________________________________________________________

8. **Does this substitution affect dimensions shown on Drawings?**

   Yes ____________  No ____________

   If yes, clearly indicate changes on each Drawing by Sheet No.:

   __________________________________________________________

   __________________________________________________________

   __________________________________________________________

9. **List the effects of the proposed substitution on other parts of the Work or on separate contracts, including required changes in Drawings, dimensions, engineering and detailing costs and effect on other trades.**

   __________________________________________________________

   __________________________________________________________

   __________________________________________________________

10. **What effect does substitution have on applicable code requirements?**

    _________________________________________________________

11. **Identify differences between the proposed substitution and the specified item.**

    _________________________________________________________

    _________________________________________________________

    _________________________________________________________

12. **Attach a copy of manufacturer's warranty, Manufacturer’s guarantees and warranties of proposed and specified items are:**
Same  

Different  
(Explain on attachment.)

Manufacturer shall provide a letter stating the fitness for intended use, and performance equivalence with the specified item.

13. List the name and address of three similar projects (not necessarily installed by Contractor) on which the proposed product was used and date of installation:

(1) Name of Project:  
Address:  
Date of Installation:  

(2) Name of Project:  
Address:  
Date of Installation:  

(3) Name of Project:  
Address:  
Date of Installation:  

14. Use of the substitution will cause the Contract Time to be:

Same  

Different  

B-14
15. Use of the substitution will affect the critical path of the Construction Schedule as follows (identify any proposed adjustment to the Contract Time):

16. Reduction in the Contract Sum of $________________________ will result from use of the substituted item.

17. Estimated cost of any engineering, design or agency fees required for work of all trades directly or indirectly affected by the substitution is: $________.

18. The date by which City must accept this Request in order for the time and cost estimates in Paragraphs 14 and 16 to remain valid is:

19. Contractor Affidavit. The undersigned, having thoroughly investigated the proposed substitution represents, certifies and declares, under penalty of perjury under the laws of the State of California that:

(1) Contractor has personally investigated the proposed substitution and determined that it is equal or superior in all respects to the material, product, thing or service specified except as specifically noted:______________________________;

(2) Contractor will provide the same warranty and correction responsibility for the proposed substitution that the Contractor would have provided for that specified;

(3) The cost data presented is complete and includes all related costs under this Contract except any redesign costs and agency fees;

(4) Contractor will indemnify City from and pay all redesign, engineering, detailing, special inspection costs and agency fees caused by the use of this substitution;

(5) Contractor will coordinate the installation of the accepted substitution, making such changes as may be required for the Work to be complete in all respects.

(6) Contractor waives all claims for additional costs relating to the substitution which may subsequently become apparent; and

(7) Contractor assumes all responsibility for and will indemnify City from and pay all direct or indirect costs and/or time impacts as a result of the use of the substitution.

Executed this _________ day of ________ 20__, at ___________, California.

__________________________________________

(Type or print name)
Submitted by:

________________________________________________________________________
(Firm)

________________________________________________________________________
(Address)

For use by City:

___ Accepted ___ Accepted as noted

___ Not Accepted ___ Rejected as late

________________________________________________________________________
(By)

________________________________________________________________________
(Date)
SECTION C PROPOSAL

BID PROPOSAL
FOR
FY 2016/2017 PAVEMENT REHABILITATION PROJECT - OVERLAY

TO THE CITY OF GOLETA (“City”):

In accordance with City’s Notice Inviting Sealed Bids, the undersigned Bidder hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the FY 2016/2017 PAVEMENT REHABILITATION PROJECT - OVERLAY 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. If the work is increased or decreased, the contract price will be adjusted accordingly. It is agreed that the unit 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 FIFTEEN (15) WORKING DAYS, not including Saturdays, Sundays and legal holidays, 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.
BID PROPOSAL  
FOR  
FY 2016/2017 PAVEMENT REHABILITATION PROJECT - OVERLAY

Bids will be received until 2:00 p.m., APRIL 11, 2017, at the City of Goleta, City Hall Building, 130 Cremona Drive, Suite B, Goleta, CA 93117.

Questions regarding the Contract Documents, Specifications, Proposal or other Bidding Documents, shall be submitted in writing and emailed to mmilan@cityofgoleta.org.

The Project insurance requirements are per the 2010 Caltrans Standard Specifications Non-Revised Edition, as modified by the Specifications contained herein.

Contract Time: 40 working days. Time is of the essence in the performance of this contract

BIDDER SHALL COMPLETE:

Bidder’s Name ________________________________
Street Address ________________________________
City __________________ State _______ Zip Code _____________
Telephone Number __________________ Fax Number __________________
e-mail __________________

The following Addenda are acknowledged: Number Dated Initials
(Bidder must fill in number and date of each Addendum or may enter the word “none” if appropriate)

BIDDERS NAME ___________________________ DATE ____________________

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

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.

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

If a discrepancy between the unit prices and the item total exists, the unit price prevails except:

1. If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.

2. If a decimal error is apparent in the product of the unit price and the quantity, the City will use either the unit price or item total based on the closest by percentage to the unit price or item total in the City’s Final Estimate.

If the unit price and the item totals are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.

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

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

Bid comparison is prescribed in Section 2-1.33B of the Standard Specification as amended by City’s General Provisions.

The City’s decision on the bid amount is final.
BIDDING SHEET (Page 2 of 6)

BID SCHEDULE
CITY OF GOLETA  
FY 2016-2017 PAVEMENT OVERLAY PROJECT  
BASE BID

BIDDER: _______________________________________________________________

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>BID ITEMS</th>
<th>PAYMENT REFERENCE</th>
<th>UNIT</th>
<th>TOTAL QUANTITIES</th>
<th>UNIT PRICE</th>
<th>*TOTAL COST</th>
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<td>Mobilization, Bonds &amp; Insurance</td>
<td>LS</td>
<td>1</td>
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<td>2</td>
<td>Traffic Control</td>
<td>LS</td>
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<td>3</td>
<td>Storm Water Pollution Control Program</td>
<td>LS</td>
<td>1</td>
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<td>4</td>
<td>Field Survey Prior to Construction</td>
<td>LS</td>
<td>1</td>
<td></td>
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<td>Reestablish Survey Monumentation</td>
<td>EA</td>
<td>18</td>
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<td>6</td>
<td>3/8&quot; HMA (Type A, PG 76-22 TR)</td>
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<td>17</td>
<td>Pulverize 11&quot; Existing Section, Regrade and Recompact</td>
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<td>Cement Treat Soil to 7&quot; Depth</td>
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<td>6&quot; Deep Lift Stabilization (Allowance)</td>
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<td>Blue RPM @ Hydrant</td>
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<td>Lower Manhole Covers Prior to Cold Plane</td>
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<td>27</td>
<td>Lower Gas Valve Covers Prior to Cold Plane</td>
<td>EA</td>
<td>1</td>
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<tr>
<td>28</td>
<td>Lower Water Valve Covers Prior to Cold Plane</td>
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<td>50</td>
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<td>29</td>
<td>Lower Utility Covers Prior to Cold Plane</td>
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<td>Adjust Utility Covers to Finish Grade</td>
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<td>Install Caltrans Striping Detail - 8 (Paint &amp; Markers)</td>
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# BIDDING SHEET (Page 3 of 6)

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<th>Item</th>
<th>Description</th>
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<td>Install Caltrans Striping Detail - 9 (Paint &amp; Markers)</td>
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<td>38</td>
<td>Install Caltrans Striping Detail - 12 (Paint)</td>
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<td>Install Caltrans Striping Detail - 21 (Paint &amp; Markers)</td>
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<td>Install Caltrans Striping Detail - 22 (Paint &amp; Markers)</td>
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<td>Install Caltrans Striping Detail - 27B (Paint)</td>
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<td>Install Caltrans Striping Detail - 32 (Paint &amp; Markers)</td>
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<td>Install Caltrans Striping Detail - 38 (Paint &amp; Markers)</td>
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<td>Arrow - Type VI (Paint)</td>
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<td>Install &quot;BIKE LANE&quot; Legend with Arrow (Paint)</td>
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<td>Install &quot;STOP&quot; Legend (Paint)</td>
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<td>Install &quot;RIGHT&quot; Legend (Paint)</td>
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<tr>
<td>63</td>
<td>Install &quot;XING&quot; Legend (Paint)</td>
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</table>

**TOTAL**

**BASE BID TOTAL AMOUNT IN FIGURES:**

**BASE BID TOTAL AMOUNT IN WORDS:**

*NOTE: In case of error in extension of price into the total price column, the unit price will govern.*
## BIDDING SHEET (Page 4 of 6)

**CITY OF GOLETA**  
**FY 2016-2017 PAVEMENT OVERLAY PROJECT**  
**ALTERNATE 1**

**BIDDER:** ____________________________________________________________

### BID ITEMS

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>BID ITEMS</th>
<th>PAYMENT REFERENCE</th>
<th>UNIT</th>
<th>TOTAL QUANTITIES</th>
<th>UNIT PRICE</th>
<th>*TOTAL COST</th>
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<tbody>
<tr>
<td>1</td>
<td>Mobilization, Bonds &amp; Insurance</td>
<td>LS</td>
<td>1</td>
<td></td>
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<tr>
<td>2</td>
<td>Traffic Control</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>3</td>
<td>Storm Water Pollution Control Program</td>
<td>LS</td>
<td>1</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>4</td>
<td>Field Survey Prior to Construction</td>
<td>LS</td>
<td>1</td>
<td></td>
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<tr>
<td>5</td>
<td>Reestablish Survey Monumentation</td>
<td>EA</td>
<td>2</td>
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<td>7</td>
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<td>LF</td>
<td>74</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Blue RPM @ Hydrant</td>
<td>EA</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Lower Manhole Covers Prior to Cold Plane</td>
<td>EA</td>
<td>9</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Lower Water Valve Covers Prior to Cold Plane</td>
<td>EA</td>
<td>7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Lower Utility Covers Prior to Cold Plane</td>
<td>EA</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>Adjust Manhole Covers to Finish Grade</td>
<td>EA</td>
<td>9</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Adjust Water Valve Covers to Finish Grade</td>
<td>EA</td>
<td>7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>Adjust Utility Covers to Finish Grade</td>
<td>EA</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>Install 12&quot; White Crosswalk/Limit Line</td>
<td>LF</td>
<td>170</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>38</td>
<td>Install Caltrans Striping Detail - 12 (Paint)</td>
<td>LF</td>
<td>3,951</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>Install Caltrans Striping Detail - 25 (Paint &amp; Markers)</td>
<td>LF</td>
<td>3,870</td>
<td></td>
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</tr>
<tr>
<td>42</td>
<td>Install Caltrans Striping Detail - 27B (Paint)</td>
<td>LF</td>
<td>3,121</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>Install Caltrans Striping Detail - 38 (Paint &amp; Markers)</td>
<td>LF</td>
<td>629</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>Install Caltrans Striping Detail - 39 (Paint)</td>
<td>LF</td>
<td>3,179</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>Install Caltrans Striping Detail - 39A (Paint)</td>
<td>LF</td>
<td>806</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>48</td>
<td>Arrow - Type IV (Paint)</td>
<td>EA</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>Install &quot;BIKE LANE&quot; Legend with Arrow (Paint)</td>
<td>EA</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>59</td>
<td>Install &quot;40&quot; Legend (Paint)</td>
<td>EA</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### TOTAL

**ALTERNATE 1 BID TOTAL AMOUNT IN FIGURES:**

**ALTERNATE 1 BID TOTAL AMOUNT IN WORDS:**

*NOTE: In case of error in extension of price into the total price column, the unit price will govern.*
## BIDDER:

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>BID ITEMS</th>
<th>PAYMENT REFERENCE</th>
<th>UNIT</th>
<th>TOTAL QUANTITIES</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization, Bonds &amp; Insurance</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Traffic Control</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Storm Water Pollution Control Program</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Field Survey Prior to Construction</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>3/8&quot; HMA (Type A, PG 76-22 TR)</td>
<td>TON</td>
<td>745</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Keycut A1 (5')</td>
<td>LF</td>
<td>3,315</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>21</td>
<td>Keycut B1 (15')</td>
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<td>86</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Blue RPM @ Hydrant</td>
<td>EA</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Lower Manhole Covers Prior to Cold Plane</td>
<td>EA</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Lower Gas Valve Covers Prior to Cold Plane</td>
<td>EA</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Lower Water Valve Covers Prior to Cold Plane</td>
<td>EA</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>Adjust Manhole Covers to Finish Grade</td>
<td>EA</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>Adjust Gas Valve Covers to Finish Grade</td>
<td>EA</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Adjust Water Valve Covers to Finish Grade</td>
<td>EA</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>Install Caltrans Striping Detail - 22 (Paint &amp; Markers)</td>
<td>LF</td>
<td>3,634</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>Install Caltrans Striping Detail - 38 (Paint &amp; Markers)</td>
<td>LF</td>
<td>109</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>Install Caltrans Striping Detail - 39 (Paint)</td>
<td>LF</td>
<td>6,692</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>Install Caltrans Striping Detail - 39A (Paint)</td>
<td>LF</td>
<td>831</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>48</td>
<td>Arrow - Type IV (Paint)</td>
<td>EA</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>51</td>
<td>Install &quot;BIKE LANE SYMBOL WITH PERSON&quot; Legend with Arrow (Paint)</td>
<td>EA</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>57</td>
<td>Install &quot;30&quot; Legend (Paint)</td>
<td>EA</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>60</td>
<td>Install &quot;45&quot; Legend (Paint)</td>
<td>EA</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### TOTAL

**ALTERNATE 2 BID TOTAL AMOUNT IN FIGURES:**

**ALTERNATE 2 BID TOTAL AMOUNT IN WORDS:**

*NOTE: In case of error in extension of price into the total price column, the unit price will govern.*
## BIDDING SHEET (Page 6 of 6)

CITY OF GOLETA  
FY 2016-2017 PAVEMENT OVERLAY PROJECT  
ALTERNATE 3

**BIDDER:** _______________________________________________________________

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>BID ITEMS</th>
<th>PAYMENT REFERENCE</th>
<th>UNIT</th>
<th>TOTAL QUANTITIES</th>
<th>UNIT PRICE</th>
<th>*TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization, Bonds &amp; Insurance</td>
<td>LS</td>
<td>1</td>
<td>1</td>
<td></td>
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</tr>
<tr>
<td>2</td>
<td>Traffic Control</td>
<td>LS</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Storm Water Pollution Control Program</td>
<td>LS</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Field Survey Prior to Construction</td>
<td>LS</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>3/8&quot; HMA (Type A, PG 76-22 TR)</td>
<td>TON</td>
<td>122</td>
<td>1</td>
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<td></td>
</tr>
<tr>
<td>20</td>
<td>Keycut A1 (5')</td>
<td>LF</td>
<td>52</td>
<td>1</td>
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<td></td>
</tr>
<tr>
<td>29</td>
<td>Lower Water Valve Covers Prior to Cold Plane</td>
<td>EA</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Adjust Water Valve Covers to Finish Grade</td>
<td>EA</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL**

**ALTERNATE 3 BID TOTAL AMOUNT IN FIGURES:**

**ALTERNATE 3 BID TOTAL AMOUNT IN WORDS:**

*NOTE: In case of error in extension of price into the total price column, the unit price will govern.*
PROPOSED EQUIPMENT AND MATERIAL MANUFACTURERS

The Bidder shall indicate the name of the manufacturer of the equipment, and supplier of the material, proposed to be furnished under the contract. Awarding of a contract based on this bid will not imply approval by the City of the manufacturers or suppliers listed by the Bidder. No substitution will be permitted after award of contract except upon written approval of the City.

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

C-11
**DESIGNATION OF SUBCONTRACTORS**

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:

<table>
<thead>
<tr>
<th>Work to be Performed</th>
<th>Subcontractor License Number</th>
<th>Subcontractor DIR Registration Number (Note 1)</th>
<th>Percent of Total Bid</th>
<th>Subcontractor’s Name &amp; Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

Note 1: Bidders have 24 hours after the Bid Deadline to submit this information
BIDDER’S REFERENCES

The following are the names, addresses, and phone numbers for three public agencies for which Bidder has performed projects of the same magnitude and character of the work bid within the past three years:

<table>
<thead>
<tr>
<th>1. Name of Agency</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency Address</td>
<td>Contact Person</td>
<td>Contract Amount</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td></td>
<td></td>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Name of Agency</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency Address</td>
<td>Contact Person</td>
<td>Contract Amount</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Name of Agency</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency Address</td>
<td>Contact Person</td>
<td>Contract Amount</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The following are the names, addresses, and phone numbers for all brokers and sureties from whom Bidder intends to procure insurance bonds:

__________________________________________
__________________________________________
__________________________________________

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Bidder certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any local, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

CONTRACTOR’S LICENSE REQUIREMENT

Bidder certifies that Bidder is aware that the Contract cannot be awarded to Bidder unless, at the time of the award, Bidder is the holder of a valid California Contractor's License (Class “A”) proper and adequate for the work required by the Contract, and that the failure to obtain proper and adequate licensing for an award of the Contract shall result in the forfeiture of the Bidder’s Security.
ELIGIBILITY TO CONTRACT

The successful Bidder shall be 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 _____________

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 ______________, 201_, at _____________________ California.

______________________________
Signature and Title of Bidder
or Authorized Representative

(SEAL)
BIDDER’S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

Please state all instances of being disqualified, removed, or otherwise prevented from bidding on, or completing, a federal, state, or local government project due to a violation of a law or safety regulation.

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:

_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________

____________________________________________________________
Signature and Title of Bidder or Authorized Representative
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) business 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 of the City’s General Provisions.

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 ________________________, 201__.

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 _____________________________, 201_, at ________________________, California.

Signature: ________________________________

Name: ________________________________

Title: ________________________________

Name of Company: ______________________

Note: Signature must be acknowledged before a notary public. Attach appropriate acknowledgment.
NON-COLLUSION AFFIDAVIT
FOR
FY 2016/2017 PAVEMENT REHABILITATION PROJECT - OVERLAY

State of California

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)

Note: Signature must be acknowledged before a notary public. Attach appropriate acknowledgment.
SECTION D
CONTRACT AWARD AND EXECUTION

SAMPLE CONTRACT
PERFORMANCE BOND FORM
PAYMENT BOND FORM
SAMPLE CONTRACT
CONSTRUCTION CONTRACT FOR
FY 2016/2017 PAVEMENT REHABILITATION PROJECT - OVERLAY
BETWEEN THE CITY OF GOLETA AND ________________

This Construction Contract for the FY 2016/2017 PAVEMENT REHABILITATION PROJECT - OVERLAY ("Contract") is made and entered into for the above stated project this ___ of ___________, 2017, by and between the City of Goleta ("City") and ____________________, ("Contractor").


"Contract Documents" means the Notice Inviting Sealed Bids; Bidding Instructions; Supplementary Instructions to Bidders, if any; Bid Proposal; this Contract; Standard Specifications; Supplementary Conditions; Exhibits; Technical Specifications; List of Drawings; Drawings; Addenda; Change Orders; permits and similar governmental approvals for the work required by applicable law; and all other documents identified in the Contract Documents which together form the contract between the City and the Contractor for the Work.

2. Work.

For and in consideration of the payments and agreements to be made and performed by City, Contractor agrees to furnish all materials and perform all work required for the Project, and to fulfill all other obligations as set forth in the Contract Documents ("Work").


The City agrees to pay the Contractor a sum not to exceed ______________ dollars ($_________) for the Work in the manner set forth in the Contract Documents. The City may adjust this amount as set forth in the Contract Documents.

4. Time for Performance.

4.1 The Contractor will fully complete the Work within forty (40) working days (the "Contract Time").

4.2. The Contract Time will commence when the City issues a notice to proceed. The Contract Documents will supersede any conflicting provisions included on the notice to proceed issued pursuant to this Contract.

4.3 The Contractor shall not perform any Work until:

i. The Contractor furnishes proof of insurance as required by the Contract Documents; and

ii. The City gives the Contractor a notice to proceed.

4.4 Should the Contractor begin the Work before receiving written authorization to proceed, any such Work is at the Contractor’s risk.
5. **Labor Practices.**

5.1 Contractor acknowledges that this Contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing the Section 1720) of the California Labor Code relating to public works and public agencies and agrees to be bound by all the provisions thereof as though set forth in full herein. The California prevailing rates of per diem wages are on file in the office of the City Clerk.

5.2 Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the City, forfeit not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the Contract by Contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

5.3 Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on Public Works Department projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by all of its Subcontractors.

5.4 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.

5.5 In accordance with California Labor Code Sections 1860 and 3700, every contractor is 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 that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of this Contract.

5.6 Contractor agrees to comply with the provisions of California Labor Code Section 1776 concerning the creation, retention, and inspection of payroll records, and further agrees to be responsible for compliance with Section 1776 by all of its Subcontractors.
6. Insurance.

6.1 Insurance Requirements. Contractor must provide and maintain insurance, acceptable to the City Manager and City Attorney, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII. Contractor shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance. Coverage must be at least as broad as:

   (1) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

   (2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

   (3) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

B. Minimum Limits of Insurance. Contractor must maintain limits of insurance no less than:

   (1) General Liability: $4,000,000 general aggregate for bodily injury, personal injury and property damage.

   (2) Automobile Liability: $2,000,000 per accident for bodily injury and property damage.

   (3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code and Employers Liability limits of $1,000,000 per accident.

6.2 Other Provisions. Insurance policies required by this Agreement must contain the following provisions:

A. All Policies. Each insurance policy required by this paragraph must be endorsed and state the coverage cannot be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to City.

B. General Liability and Automobile Liability Coverages.

   (1) City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or
used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, or employees.

(2) Contractor’s insurance coverage must be primary insurance with respect to City, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Contractor’s insurance.

(3) Contractor’s insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

C. Workers’ Compensation and Employer’s Liability Coverage. Unless the City Manager otherwise agrees in writing, the insurer must agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Contractor.

6.3 Other Requirements. Contractor agrees to deposit with City, at or before the effective date of this contract, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City may require that Contractor furnish City with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

B. The procuring of such required policy or policies of insurance shall not be construed to limit Contractor’s liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.
7. **Independent Contractor.**

Contractor is and at all times remains as to the City, a wholly independent contractor. Neither the City nor any of its agents can have control of the conduct of Contractor or any of the Contractor’s employees, except as herein set forth. Contractor cannot 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.

8. **Permits and Licenses**

Contractor, at its sole expense, must obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates, including a City business license that may be required in connection with the performance of services under this Agreement.

9. **Taxes.**

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

10. **Notices.**

All notices and communications shall be sent to the parties at the following address:

**CITY:**
Michelle Greene, City Manager  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117

**CONTRACTOR:**
________________________
________________________
________________________

11. **Ownership of Documents.**

All documents, data, studies, drawings, maps, models, photographs and reports prepared by the Contractor under the Contract Documents are the City’s property. The Contractor may retain copies of such documents and materials as desired, but will deliver all original materials to the City upon the City’s written notice.

12. **Audit of Records.**

The Contractor will maintain full and accurate records with respect to all services and matters covered under this Contract. The City will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. The Contractor will retain such financial and program service records for at least three (3) years after termination or final payment under the Contract Documents.
13. **Indemnification.**

Contractor agrees to defend, indemnify and hold harmless City and all of its officers, employees and agents from any liability, financial loss, claims, demands, or causes of action, including but not limited to related expenses, attorney’s fees and costs, based on, arising out of, or in any way related to the work undertaken by Contractor or any person employed by Contractor or its agents.

14. **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 or the rights of obligations of either party without the prior written consent of the other is void and of no force and effect.

15. **Integration.**

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 are void.

16. **Authority/Modification.**

The parties represent and warrant that all necessary action has been taken by the parties to authorize the undersigned to execute this Contract and to engage in the actions described herein. This Contract may be modified by written amendment.

17. **Interpretation.**

This Contract was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this Contract will be in Santa Barbara County.

18. **Severability.**

If any portion of the 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.

19. **Captions.**

The captions of the sections of this Contract are for convenience of reference only and will not affect the interpretation of this Contract.

20. **Time of Essence.**

Time is of the essence for each and every provision of the Contract Documents. In concurrence and witness whereof, this AGREEMENT has been executed by the parties effective on the date and year first above written.
CITY OF GOLETA

Michelle Greene, City Manager

ATTEST:

Deborah S. Lopez, City Clerk

APPROVED AS TO FORM

Winnie Cai, Acting, City Attorney

CONTRACTOR

By/Title

Contractor’s License No.

Contractor’s DIR No.
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PERFORMANCE BOND
FOR
FY 2016/2017 PAVEMENT REHABILITATION PROJECT - OVERLAY

________________________________ ("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 ("SURETY"), are held and firmly bound unto the CITY OF GOLETA ("CITY") in the sum of __________________________ dollars, $_______ (100% of amount bid in proposal) lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond, for the payment of which sum PRINCIPAL and SURETY bind themselves, their successors, and assigns, jointly and severally, by this instrument.

PRINCIPAL or SURETY will apply this bond for the faithful performance of any and all of the conditions and stipulations set forth in this bond, and the Public Works contract ("Contract") executed by CITY and PRINCIPAL, which Contract and all Contract Documents are incorporated herein. In the case of any default in the performance of the conditions and stipulations of this undertaking, it is agreed that PRINCIPAL or SURETY will apply the bond or any portion thereof, to the satisfaction or any damages, assessments, penalties, or deficiencies arising by reason of such default.

BOND CONDITIONS

1. PRINCIPAL will construct the public improvements ("Project") identified in the Contract. Such performance will be in accordance with the Contract Documents identified in the Contract, which are hereby incorporated and made a part of this bond. City has estimated the required amount of the bond as shown above.

2. PRINCIPAL’s work on the Project will be done in accordance with the Contract Documents. Should PRINCIPAL fail to complete all required work within the time allowed, CITY may, at its sole discretion, cause all required work to be done and the parties executing the bond will be firmly bound for the payment of all necessary costs therefor.

3. PRINCIPAL will guarantee its work against any defective work, labor or materials on the Project for a period of one (1) year following the Project’s completion and acceptance by CITY.

4. This bond guarantees due compliance with all applicable law including, without limitation, the Goleta Municipal Code ("GMC").

5. SURETY, for value received, agrees that no changes, extensions of time, alteration or modification of the Contract or of the obligations to be performed thereunder will in any way affect its obligation on this bond, and waives notice of any such change, extension of time, alteration or modification of the Contract or of the obligations to be performed. Furthermore, SURETY expressly waives the provisions of California Civil Code Sections 2845 and 2849.

6. This bond consists of this instrument; the Contract and Contract Documents referenced above; and the following two (2) attached exhibits all of which are incorporated herein by reference:
A. A certified copy of the appointment, power of attorney, bylaws or other instrument
   entitling or authorizing the persons executing this bond to do so; and
B. A certificate issued by the county clerk for the county in which SURETY’s representative is located conformed with California Code of Civil Procedure §
   995.640 and stating that SURETY’s certificate of authority has not been surrendered,
   revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed
   authority has been granted.

7. Should PRINCIPAL perform its obligations within the time allowed, PRINCIPAL’s obligation
   will be void upon the acceptance of the performance by CITY; otherwise this obligation will
   remain in full force and effect.

SIGNED AND SEALED this _____ day of __________________, 201_.

PRINCIPAL:

PRINCIPAL’s Mailing Address:

(Signature of authorized officer)

(Name and Title)

(Signature of authorized officer)

(Name and Title)

SURETY:

SURETY’s Mailing Address:

(Signature of authorized officer)

(Name and Title)

(Signature of authorized officer)

(Name and Title)

NOTE: ALL signatures must be acknowledged by a notary public. Attach the appropriate
acknowledgement form. Also, attach evidence of the authority of any person signing as attorney-
in-fact.
PAYMENT BOND
FOR
FY 2016/2017 PAVEMENT REHABILITATION PROJECT - OVERLAY

The City of Goleta ("CITY") has awarded to ______________________________ as Contractor (hereafter as "PRINCIPAL"), a contract ("Contract") for the above stated project. PRINCIPAL is required to furnish a bond in connection with such Contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law.

PRINCIPAL and ______________________________, a corporation incorporated under the laws of the State of ____________________ and licensed by the State of California to execute bonds and undertakings as sole surety ("SURETY"), are held and firmly bound unto the CITY in the sum of ______________________________ ($_____________) dollars, (100% of amount bid in proposal), lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond, for the payment of which sum PRINCIPAL and SURETY bind themselves, their successors, and assigns, jointly and severally, by this instrument.

BOND CONDITIONS

1. PRINCIPAL will construct the public improvements ("Project") identified in the Contract. Such performance will be in accordance with the Contract Documents identified in the Contract, which are hereby incorporated and made a part of this bond. City has estimated the required amount of the bond as shown above.

2. If PRINCIPAL, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Section 9100 of the California Civil Code, or any amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, SURETY will pay for the same in an amount not exceeding the penal sum specified in this bond.

3. This bond shall inure to the benefit to 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. In case suit is successfully brought upon this bond, SURETY further agrees to pay all reasonable attorneys’ fees and costs in an amount fixed by the court.

4. This bond is conditioned upon and guarantees due compliance with all applicable law including, without limitation, the Goleta Municipal Code ("GMC").

5. SURETY, for value received, agrees that no changes, extensions of time, alteration or modification of the Contract or of the obligations to be performed thereunder will in any way affect its obligation on this bond, and waives notice of any such change, extension of time, alteration or modification of the Contract or of the obligations to be performed. Furthermore, SURETY expressly waives the provisions of California Civil Code Sections 2845 and 2849.

6. This bond consists of this instrument; the Contract and Contract Documents referenced above; and the following two (2) attached exhibits all of which are incorporated herein by reference:
A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so; and

B. A certificate issued by the county clerk for the county in which SURETY’s representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY’s certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

7. Should PRINCIPAL perform its obligations within the time allowed, PRINCIPAL’s obligation will be void upon the acceptance of the performance by CITY; otherwise this obligation will remain in full force and effect.

   [Signatures on the following page]
SIGNED AND SEALED this _____ day of __________________, 201_.

**PRINCIPAL:**

<table>
<thead>
<tr>
<th>PRINCIPAL’s MAILING ADDRESS:</th>
<th>SURETY’s MAILING ADDRESS:</th>
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</table>

(Signature of authorized officer)  (Signature of authorized officer)

(Name and Title)  (Name and Title)

(Signature of authorized officer)  (Signature of authorized officer)

(Name and Title)  (Name and Title)

**NOTE:** ALL signatures must be acknowledged by a notary public. Attach appropriate acknowledgement form. Also, attach evidence of the authority of any person signing as attorney-in-fact.
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SECTION E

CITY GENERAL PROVISIONS

The work provided herein shall be performed in accordance with the State of California Department of Transportation Standard Specifications 2010 non-revised edition (Standard Specifications).

ORDER OF PRECEDENCE

In the event of conflicts or discrepancies between the Contract Documents, the provision placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials, unless otherwise directed by Owner in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence.

The governing ranking of Contract parts in descending order is:

1. Permits and other governmental approvals;
2. Change orders and Construction Change Directives, issued after execution of the Agreement
3. Agreement/Contract; including all attachments and Addenda with later Addenda having priority over earlier Addenda
4. City Special provisions
5. City General Provisions
6. Project plans
8. Caltrans Revised Standard Specifications
9. Caltrans Standard Specifications
8. Caltrans Revised Standard Plans
1.8. Standard plans
1.9. Supplemental project information
1.10 Written numbers and notes on a drawing govern over graphics
1.11 A detail drawing governs over a general drawing
1.12 A detail specification governs over a general specification
1.13 A specification in a section governs over a specification referenced by that section

If a discrepancy is found or confusion arises, submit a Request for Information (RFI).

1-1.01B SEVERABILITY.

In the event any Article, Section, Sub-article, Paragraph, Subparagraph, sentence, clause or phrase contained in the Contract Documents shall be deemed, determined, declared or adjudged invalid, illegal, unconstitutional, void or otherwise unenforceable such provision or clause shall be deemed to be severed and deleted from the Contract Documents and all remaining provisions shall continue in full force and effect.

1-1.01C PROVISIONS DEEMED INSERTED.

Each and every provision of law and clause required to be inserted in the Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though such provision or clause is included herein, and if through mistake, or otherwise, any such provision is not inserted or not correctly inserted, then upon application of either party, the Contract Documents shall forthwith be physically amended to make such insertion or correction.
1-1.01D NEUTRAL INTERPRETATION.
The Contract Documents shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

MODIFICATIONS TO STANDARD SPECIFICATIONS
The following modifications shall be made to the Caltrans Standard Specifications and are incorporated into the Contract:

DIVISION I GENERAL PROVISIONS

1 GENERAL
Revise and add the following definitions in 1-1.07B Glossary:

Addenda: Written or graphic instruments issued by the City before the bid deadline that modify or interpret the bidding documents by additions, deletions, clarifications, or corrections.

Affiliate: An affiliate of a bidder, Contractor, or Subcontractor is an entity that is subject to control by the same persons who control the bidder, Contractor, or Subcontractor, through joint ownership or otherwise.

Affidavit Of Final Completion and Release Upon Final Payment: The final written declaration by the Contractor to City that: the entire Work has been fully completed; Contractor has submitted all required closeout documents; Contractor has completed all closeout and commissioning procedures, all in accordance with the Contract Documents; that the Work is ready for final inspection and that upon receipt of final payment, Contractor releases claims against the City excepting only disputed claims in stated amounts identified in the release.

Agreement: The executed construction Contract between the City and the Contractor.

Alternate: 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 the Contractor’s responsibility if the City accepts the Alternate Bid Item.

Applicable law: All state, federal and local laws, statutes, ordinances, codes, rules and regulations governing the Work.

Application for final payment: The Contractor’s written request for final payment including reconciliation of all partial payments, claims, changes or other proper adjustments to the Contract.

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.

Bidder: A person or firm that submits a bid.

Bidding Documents: means the Notice Inviting Sealed Bids, Bidding Instructions, the City-prescribed bid forms, which each bidder must complete to submit a bid, the Contract Documents enumerated in the Agreement and all other construction documents prepared and issued for bidding purposes including all addenda.
Change Order: A Bilateral Change Order or a Unilateral Change Order as defined in Section 4-1.05C below:

Bilateral Change Order: A written document executed by the Contractor and the City using the City’s standard form of Change Order form, reflecting mutual agreement between the City and Contractor for: (A) any alteration in, deviation from, addition to, or deletion from the general scope of Work of the Contract including any increase or decrease in the quantity of any bid item or portion of the Work or the deletion of any bid item or portion of the Work; (B) a change in the terms or conditions of the Contract; and (C) the amount of the adjustment, if any, in the Contract Price and Contract Time.

Unilateral Change Order: A written document issued by the City to adjust the Contract Price and/or Contract Time if the City and Contractor cannot agree on the adjustment only in the following instances: 1) withholds and deductions allowed under the Contract Documents; and 2) final quantity adjustments for unit price work that reconcile original estimated quantities on the Bid Item List with final actual quantities used; and 3) an increase or decrease in the Contract Time consistent with the Contract Documents.

Construction Change Directive: A unilateral written order prepared by the Engineer directing the Contractor to perform a change in the Work in accordance with Section 4-1.05.

Construction permits: Permits required for the proper execution and completion of the Work, which are customarily secured after execution of the Contract including, but not limited to, permits related to trenching, excavation, street work, mechanical, electrical, plumbing, and elevators.

Contract: See Agreement.

Contract Acceptance: The formal written action by the City accepting the Work as complete. (Also known as Final Acceptance.) For purposes of Final Acceptance the City Council must accept the Work.

Contract Documents: The Contract Documents are enumerated in the Agreement.

Contract Price: The Contract Price is the total aggregate amount of the Contractor’s bid price based on the estimated quantities listed in the Biding 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.

Contract Time: The notice to proceed date to the complete by date specified in the Agreement within which the Contractor must fully perform all Work under the Contract.

Department: City of Goleta (City) acting by and through its Public Works Department; its authorized representatives.

Director: The Public Works Director of the City

Engineer: Any duly authorized representative either employed by or contracting with the City acting within the scope of the particular duties delegated to them.

Extra work: Any Work, desired or performed, but not included in the original Contract and not covered by a Bid Item Unit Price

Final Completion: Final Completion is the stage of performance of the Work when:
1. All Work required by the Contract Documents has been fully completed in compliance with the Contract Documents and all Applicable Laws including, but not limited to, correction or completion of all punch list items;

2. Contractor has delivered to the City all closeout documentation required by the Contract Documents including but not limited to the closeout documentation required by Section 9-1.17;

3. The Work passes the Engineer’s final inspection;

4. Final inspection and approval by the City and all applicable governmental agencies has occurred;

5. The City Council accepts the Work as complete and Engineer, in his or her discretion, records a Notice of Completion.

Final pay item: Bid item whose quantity shown on the Bid Item List is the quantity to be paid, regardless of actual quantity used, except as provided in Section 9-1.02C.

Force Majeure: any of the following events, which materially and adversely affect Contractor’s obligations hereunder: earthquakes; acts of god, epidemic, blockade, embargoes, rebellion, war, terrorism, national emergency, riot, act of sabotage, or civil commotion; discovery of any archaeological, paleontological or cultural resources; spill of hazardous substances by a third party at or near the project site which is required to be reported to the California Environmental Protection Agency, Department of Toxic Substances Control; discovery at, near, or on the site of any species listed as “threatened” or “endangered” under the Federal or State Endangered Species Act; or unusually severe weather conditions.

Holiday: Holiday shown in the following table:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date observed</th>
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<tbody>
<tr>
<td>Every Sunday</td>
<td>Every Sunday</td>
</tr>
<tr>
<td>New Year’s Day</td>
<td>January 1st</td>
</tr>
<tr>
<td>Birthday of Martin Luther King, Jr.</td>
<td>3rd Monday in January</td>
</tr>
<tr>
<td>President's Day</td>
<td>3rd Monday in February</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Last Monday in May</td>
</tr>
<tr>
<td>Independence Day</td>
<td>July 4th</td>
</tr>
<tr>
<td>Labor Day</td>
<td>1st Monday in September</td>
</tr>
<tr>
<td>Veterans Day</td>
<td>November 11th</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>4th Thursday in November</td>
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<tr>
<td>Day after Thanksgiving Day</td>
<td>Day after Thanksgiving Day</td>
</tr>
<tr>
<td>Christmas Eve</td>
<td>December 24th</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25th</td>
</tr>
<tr>
<td>New Year’s Eve</td>
<td>December 31st</td>
</tr>
</tbody>
</table>

Inspector: The person designated by the engineer to ensure specification compliance.

Milestone: A deadline for completion of a portion of the Work established in the Contract Documents, and includes an event activity on a schedule that has zero duration and is used to represent the start or end of a certain phase of the Work.
**Or equal substitution.** The material product, equipment or process proposed by the Contractor for use in the Work as equivalent to that specified in the Contract Documents. See Section 4-1.07.

**Product data:** illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**Registered Bidder:** A Bidder that registers with the City by providing its street address, e-mail, phone, and fax to the City at the time of pick-up of or request for Bidding Documents.

**Samples:** physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**schedule:**

1. **baseline schedule:** Initial schedule accepted by City showing the original work plan starting on the date of commencement established by City’s Notice to Proceed. This schedule shows no completed work to date and no negative float or negative lag to any activity.
2. **revised schedule:** Schedule that incorporates a proposed or past change to logic or activity durations.
3. **updated schedule:** Current schedule developed from the accepted baseline and any subsequent City-accepted updated or revised schedules through Engineer’s regular monthly review to incorporate actual past progress.

**Shop drawings:** Drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, manufacturer, supplier or distributor showing details of manufactured or assembled products or systems proposed to be incorporated into the Work.

**Special Notice:** A notice in writing required to be provided under the Contract Documents within a specified interval of time (e.g., 48 hours) prior to commencement of the contemplated action.

**Subcontract:** Contract between the Contractor and Subcontractor to perform a portion of the Work.

**Subcontractor:** A Subcontractor is a person or entity who has a direct contract with the Contractor or with another Subcontractor to perform a portion of the Work at the site. The term “Subcontractor” is referred to throughout the Bidding Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor.

**Submittal:** shop drawings, product data, samples, test samples, quality control plans, work plans schedules and similar submittals

1. **action submittal:** Written and graphic information and samples that require the City’s response.
2. **informational submittal:** Written information that does not require the City’s response.

**Supplemental Project Information.** Drawings and documents showing existing site conditions or as-built improvements and made available to Bidders for general background information about the Project. No guarantee is made that existing improvements or site conditions are accurately shown or described in Supplemental Project Information.

**State:** The State of California
Add the following definitions to 1-1.07B Glossary:

**Total Base Bid**: The sum stated in the bid for which bidder offers to perform the Work described in the bidding documents, but not including alternates.

**Unauthorized work**: Work performed that is not required or authorized by the Contract. Contractor shall undertake, at its risk, work included in any oral request, written order, Change Order, or Construction Change Directive issued by a person in excess of that person’s authority as provided herein. Additionally, any work performed by the Contractor beyond the lines and grades shown on the Contract Documents or any extra work performed or provided by the Contractor without notice to the City shall be considered unauthorized and at the sole expense of the Contractor. Unauthorized work will not be measured or paid for and no extension of Contract Time will be granted on account thereof. Any unauthorized work may be ordered removed at the Contractor’s sole cost and expense. The failure of the City to direct or order removal of unauthorized work shall not constitute acceptance or approval of such work nor relieve the Contractor from any liability on account thereof.

**Unit Price**: An amount entered in the bid by a 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 Bidding Documents.

**Work**: The resources, activities, construction and other services specified, indicated, shown, or reasonably inferable from the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations, including, but not limited to all alterations, amendments, extensions to it made by Change Order or Construction Change Directive required for Contract acceptance by the City.

**Work Directive**: A unilateral written order issued by the City directing the Contractor to continue performance of the Work or a disputed item of Work pending resolution of a claim or dispute concerning the scope of work or issued after a Contractor default. 4-1.05F.

**Work Moratorium**: Per City of Goleta Resolution 15-45, all work in the commercial zone on Hollister Avenue between Fairview Avenue and Patterson Avenue is prohibited between November 15 and January 2.

Replace section 1-1.12 with:

1-1.12   MISCELLANY
Checks and bonds payable to the City of Goleta.

4 SCOPE OF WORK

Add to the end paragraph of section 4-1.02

4-1.02A FIELD MEASUREMENTS
Since the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various plans and other Contract Documents relative to that portion of the Work, as well as the Supplemental Project Information furnished by
the City (surveys, construction staking), if any, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Engineer any errors, inconsistencies or omissions discovered by or made known to the Contractor as a Request for Information (“RFI”) submitted to the Engineer, in such form as the Engineer may require. The accuracy of grades, elevations, dimensions, or locations of existing conditions are not guaranteed by the City, and the Contractor is responsible for verifying same, except to the extent that the City performs the construction staking for the Project.

Add to the 2nd paragraph of section 4-1.05A:

All extra work performed pursuant to a Change Order shall be reported daily by the Contractor upon forms furnished by the Engineer, signed by both parties at the conclusion of each workday. Said daily extra work reports shall thereafter be considered the true record of the extra work performed and shall become the basis of payment therefor.

Add the following new sections 4-1.05C - 4-1.05F immediately after Section 4-1.05B:

4-1.05C Contract Unit Prices
If a change is ordered in an item of work covered by Contract Unit Price, and such change does not involve a substantial change in the character of work from that shown on the Plans or included in the Specifications, then an adjustment in payment will be made. This adjustment will be based upon the increase or decrease in quantity and the Contract Unit Price.

In the case of such an increase or decrease in a Major Bid item (defined as a single Contract item constituting 10 percent or more of the original Contract Price), the use of this basis for adjustment of payment will be limited to that portion of the change, which together with all previous changes to that item, is not in excess of 25 percent of the total cost of such item based on the original quantity and unit price.

If a change is ordered in an item of work covered by a Contract Unit Price, and such change does involve a substantial change in the character of the work from that shown on the plans or included in the specifications, an adjustment in payment will be made.

Should any Contract item be deleted in its entirety, payment will be made only for actual costs incurred for that item prior to notification of such deletion.

4-1.05D Work by Contractor
The following percentage shall be the maximum allowed to be added to the Contractor’s costs and shall constitute the maximum markup for all overhead and profits:

1. Labor 15%
2. Materials 10%
3. Equipment Rental 10%
4. Other items and Expenditures 10%

To the sum of the costs and markups provided for in this subsection, 1 percent shall be added as compensation for bonding.
4-1.05E Work by Subcontractor
When all or any part of the extra work is performed by a Subcontractor, the markup established in 9-1.06B shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added for the Contractor's costs and supervision.

4-1.05F Disputed Work
If the Contractor and the City are unable to reach agreement on disputed work, the City may direct the Contractor to proceed with the work. Payment shall be determined later by mediation, if the City and Contractor agree thereto, or as fixed in a court of law.

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

4-1.06 DIFFERING SITE CONDITIONS

Add the following:

4-1.06A Existing Utilities; Location, Removal, Relocation and Protection. Known utilities and their respective owners are shown on the Plans or specified in Supplemental Project Information. Where underground utilities are indicated in the Bidding Documents and cannot be inferred from the presence of other visible facilities on or adjacent to the Project site, Contractor shall not be compensated for the costs of locating, repairing damage due to the Contractor’s failure to exercise reasonable care, in removing or relocating utility facilities not indicated in the Contract Documents with reasonable accuracy, and for equipment on the Project Site necessarily idled during such work. The Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of the City to provide for removal or relation of such utility facilities. Nothing in Government Code § 4215 shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Project Site can be inferred from the presence of other visible facilities, such as buildings, meters, curb markings, street markings, valves, hydrants, manhole covers, water valve covers, survey monuments, grates, vaults and junction boxes, on or adjacent to the Project Site, provided, however, nothing in Government Code § 4215 shall relieve City from identifying main or trunklines in the Contract Documents. If the Contractor encounters utility facilities not identified by the City in the Contract Documents, the Contractor shall immediately notify, in writing, the City and the utility. In the event that such utility facilities are owned by City, City shall have the sole discretion to perform repairs or relocation work at a price determined in accordance with the Contract Documents.

(a) The Contractor shall make a minimum of 2 exploratory excavations of all utilities lying wholly or in part within two feet of the Contractor's proposed excavation limits, whether approximately parallel to or crossing the proposed limits to determine the alignment of utilities. All such exploratory excavations shall be performed as soon as practicable after award of the Contract sufficiently in advance of construction to avoid possible delays to the Work. When such exploratory excavations show a utility location different than indicated on the Plans, the Contractor shall notify the Engineer. After determining the exact location of such utilities, the Contractor shall backfill the excavations and shall immediately construct either a temporary or permanent resurfacing over the backfill. Temporary resurfacing shall be constructed when the exploratory excavations are made in the area located within the proposed excavations. Permanent resurfacing shall be constructed when the exploratory excavations are made in an area outside the proposed excavations.
permanent resurfacing shall be of the type and thickness specified for resurfacing over the adjacent area or as field conditions may otherwise require, as determined by the Engineer. In either case, the excavations shall be backfilled in accordance with the Plans and Specifications.

(b) All costs for making exploratory excavations (including backfilling and resurfacing as specified herein) shall be absorbed or included in the prices bid for the various items of the Work. The Contractor shall notify the utility owners of the proposed schedule of the Work sufficiently in advance to allow for the overall coordination of any relocation work to be done, and shall cooperate with utility owners in the performance of their work.

(c) In accordance with California Government Code Section 4216 et seq., when Work is to be conducted in an area which is known, or can be inferred from the presence of other visible facilities on or adjacent to the Project site, to contain underground utilities or subsurface improvements, the Contractor shall contact Underground Service Alert of Southern California at least two (2) Working Days, but not more than 14 Calendar Days, in advance of any construction activity that will or could damage or affect any underground utility or subsurface improvement, and obtain an inquiry identification number (CGC 4216). Caltrans and certain other agencies are not required to become a member of Underground Service Alert. The Contractor shall contact non-member agencies directly and request they locate and mark their subsurface installations. Pursuant to CGC section 4216.2, when any proposed excavation is within 10 feet of a “high priority subsurface installation” the Contractor shall coordinate with the operator. The Contractor shall delineate with white paint or other suitable markings the area to be excavated. The Contractor shall notify Underground Service Alert in the event of change in the Project limits or change in original Work previously shown on the Plans or indicated in the Specifications. When all Work is completed, the Contractor shall remove all markings for underground utilities.

(d) Subsurface installations are any underground pipeline, conduit, duct, wire, or other structure, except nonpressurized sewer lines, nonpressurized storm drains, or other nonpressurized drain lines. "Approximate location of subsurface installations" means a strip of land not more than 24 inches on either side of the exterior surface of the subsurface installation. "Approximate location" does not mean depth. (CGC 4216). When the subsurface installation markings are no longer reasonably visible, the Contractor shall notify Underground Service Alert to remark those subsurface installations that may be affected by excavation to the extent necessary (CGC 4216.3(c)).
4-1.06E  Payment for Location, Removal, Relocation and Protection of Existing Utilities

Payment for location, protection, removal and relocation of existing utilities) shall be included in the prices bid for the various items of Work involved and no additional payment will be made thereof (except to the extent such utilities are not indicated on the Bidding Documents and cannot be inferred from the presence of other visible facilities on or adjacent to the Project site).

In accordance with California Government Code Section 4215, if such utilities have not been identified with reasonable accuracy in the Contract Documents, the Contractor shall be compensated for the cost of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such Work. The Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of the City or the owner of the utility to provide for removal or relocation of such utility facilities.

4-1.06F  Protection of Existing Utilities

The Contractor shall protect manhole covers, water valve covers, survey monuments, and grates of existing facilities. If necessary, they will be adjusted to grade by respective utility companies, unless noted on Plans as part of the Work of the Contract. The Contractor shall cover grates with material suitable for preventing any paving material from passing through the grate. On covers needing grade adjustment, the Contractor shall mark the location of all existing covers by scribing a cross in the new surface course. The cross mark shall be clear and legible after final rolling.

Curb markings for referencing the location of existing water valves, manholes and survey monuments shall be limited to 100 square inches at each location. Such markings shall be made with white paint backgrounds with black lettering. Any paint markings not in conformance with the above requirement shall be completely removed by the Contractor prior to completion of the project.

The City will handle all monument preservation.

Although overhead utilities have not been shown on all of the project plans, the Contractor is responsible to protect and maintain poles and overhead utility facilities.

Existing surface utilities to remain are known to encroach into the construction area. The Contractor is advised to carefully evaluate the location of existing poles and water meters during bidding. These existing utility features may reduce productivity or limit the use of some construction equipment.

See also section 5-1.36D.

Replace the 1st paragraph of section 4-1.13 with:

At the end of each day, leave the job site neat and presentable and dispose of:

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5 CONTROL OF WORK

Add to the end of section 5-1.03:

At Contractor’s own risk, you may implement any work suggested by the Engineer but not specified or required.
5-1.04 CITY’S RIGHT TO STOP THE WORK AND CARRY OUT THE WORK

5-1.04A City’s Right to Stop the Work
If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 6-3.07 or repeatedly fails to carry out Work in accordance with the Contract Documents, the City may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the City to stop the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity. The City’s right to stop the Work is in addition to and without prejudice to any other rights or remedies of the City.

5-1.04B City’s Right to Carry Out the Work
Notwithstanding other remedies available to the City, if the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a forty-eight (48) hour period after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City, at its sole option and without obligation, may, with its own or outside forces, correct such deficiencies. In such case, an appropriate Change Order or Construction Change Directive shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including compensation for the City and its consultants’ additional services and expenses made necessary by such default, neglect, or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the City, immediately. This remedy is cumulative. The City may terminate the Contractor’s performance pursuant to the terms of the Contract. The City also has the right, but not the obligation, to self-perform or have other companies perform portions of the Work previously assigned to Contractor. In such case an appropriate Change Order or Construction Change Directive shall be issued deducting from payments then or thereafter due the Contractor the cost of performing such work efforts.

5-1.05 EMERGENCIES
In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor’s discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Sections 5-1.43.

Replace “Subcontractor List form and Caltrans Bidder – DBE Information form” in the 2nd paragraph of section 5-1.13B(1) with:

List of Subcontractors form and the Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G form

Replace “Caltrans Bidder – DBE – Commitment form” in the 1st paragraph of section 5-1.13B(2) with:

Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G form

Add to the end of section 5-1.16:
The representative must be able to competently speak, read, and write the English language and be able to clearly converse with all workers under his or her control. At no time shall the project be left with no person on site who is competent in the English language.

If the contract involves hot mix asphalt repair or hot mix asphalt resurfacing, hot mix asphalt repair or hot mix asphalt resurfacing work must be supervised by personnel with no less than 15 years of experience in hot mix asphalt repair and hot mix asphalt resurfacing. If hot mix asphalt resurfacing...
or hot mix asphalt repair work is consistently out of specified tolerance, discharge the worker immediately and provide replacement within one day of request, either verbal or written.

**Add to the 1st paragraph of section 5-1.20A:**
Attend weekly coordination meeting with Engineer and other entity at a time and location determined by the Engineer.

**Add to the beginning of 5-1.23 SUBMITTALS**

**5-1.23 General**

The Contractor shall submit the following items to the Engineer for review at least five (5) working days prior to the preconstruction meeting. The schedule is subject to revisions by the Engineer in order to coordinate with other City projects.

Issuance of a Notice to Proceed 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 / 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

The Contractor shall deliver a minimum of two (2) sets with an electronic copy in PDF format. Each submittal item shall be individually dated and numbered for tracking purposes, with an accompanying transmittal.

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

**Replace section 5-1.26 with:**

Construction Surveys: Contractor shall be responsible for all project construction surveying and shall include this in the bid. No grade setting, staking or survey services will be performed by the Engineer. Surveying shall be performed by a Land Surveyor registered in the State of California to perform these services. The Engineer reserves the right to check the Contractor’s work at any time during the project. Checks performed by the Engineer will not relieve the Contractor from responsibility to properly locate and construct the Work in accordance with these Contract Documents. The City shall be responsible for referencing, replacement and recording of survey monuments.

**5-1.27E Change Order Records**
Maintain separate records for change order work costs.
5-1.27F As-Builts
Contractor shall maintain at the project site, and shall make available to the Engineer a set of as-built plans, which shall be continuously updated during the prosecution of the Work, and shall show all deviations and changes to the Work, existing conditions, and any other information the Engineer may request in a legible manner.

Contractor's obligation to keep as-built plans current, and to make them available to the Engineer, is a condition precedent to the City's duty to process Applications for Payment. Contractor's obligations under this section shall survive completion of the Work or termination.

Add to Section 5-1.31 JOB SITE APPEARANCE:
Contractor shall maintain job site in a clean and orderly fashion and in accordance with Dust Control specifications. Public Access shall remain clear of debris and hazards at all times. The Contractor shall prevent dust, grit, mud, excessive noise and other nuisances in and around the work areas during the entire contract period, including weekends and holidays.

Add to the end of section 5-1.32:
If you are authorized to use any portion of a street or parking lot, repair, maintain and restripe to the limits designated by the Engineer.

Add to the end of section 5-1.36D:
Assist the City with compliance required of the City as an operator under the provisions of Government Code §4216-4216.5.

Notify the Engineer if the infrastructure described in the Contract cannot be found. Note that Caltrans is not affiliated with USA so Caltrans is not notified by USA to mark out Caltrans underground facilities. To ensure that existing Caltrans underground facilities are identified before excavation commences, Contractor shall contact the Caltrans local electrical maintenance regional manager for help in locating Caltrans facilities. Unless otherwise specified in the Contract Documents, payment for locating underground utilities and infrastructure shall be considered as included in the prices in the Bid for other items of work.

See also section 4-1.06 DIFFERING SITE CONDITIONS.

Replace entire section 5-1.43 with:
5-1.43 POTENTIAL CLAIMS AND DISPUTE RESOLUTION
5-1.43A Potential Claim
Any demand or assertion by the Contractor seeking an adjustment of Contract Price and/or Contract Time, or other relief, for any reason whatsoever, must be in strict compliance with the requirements of this Section 5-1.43. For purposes of this Section 5-1.43, any and all work relating to any such demand or assertion shall be referred to as “Disputed Work”, regardless of whether the basis of the demand or assertion arises from an interpretation of the Contract Documents, an action or inaction of the Contractor, the Engineer, or the City, or any other event, issue, or circumstance. The Contractor shall bear all costs incurred in complying with the provisions of this Section 5-1.43. Promptly upon becoming aware of any event, issue, or circumstance including, but not limited to, disputes arising under the Contract, the acts or omissions of the Engineer or City or by operation of law, which the Contractor believes, in whole or in part, provides a basis for an adjustment of Contract Price and/or Contract Time. Or that Contractor's performance is excused, or other relief, Contractor shall provide a signed written Initial Notice of Potential Claim to the Engineer in a format acceptable to the City. Contractor shall provide a signed written initial notice
of potential claim to the Engineer within 5 days from the date the dispute first arose and before commencing any disputed work. The initial notice of potential claim shall provide the nature and circumstances involved in the dispute which shall remain consistent through the dispute. The initial notice of potential claim shall be submitted on Form CEM-6201A available on Caltrans' website and shall be certified with reference to the California False Claims Act, Government Code Sections 12650-12655. Assign an exclusive identification number for each dispute, determined by chronological sequencing, based on the date of the dispute.

The exclusive identification number for each dispute shall be used on the following corresponding documents:

1. Initial notice of potential claim.
2. Supplemental notice of potential claim.
3. Full and final documentation of potential claim.
4. Corresponding claim included in the Contractor's written statement of claims.

Provide the Engineer the opportunity to examine the site of work within 5 days from the date of the initial notice of potential claim. Proceed with the performance of contract work unless otherwise specified or directed by the Engineer.

Throughout the disputed work, maintain records that provide a clear distinction between the incurred direct costs of disputed work and that of undisputed work. Allow the Engineer access to your project records deemed necessary by the Engineer to evaluate the potential claim within 20 days of the date of the Engineer's written request.

Within 15 days of submitting the initial notice of potential claim, submit a signed supplemental notice of potential claim to the Engineer that provides the following information:

1. The complete nature and circumstances of the dispute which caused the potential claim.
2. The contract provisions that provide the basis of claim.
3. The estimated cost of the potential claim, including an itemized breakdown of individual costs and how the estimate was determined.
4. A time impact analysis of the project schedule that illustrates the effect on the scheduled completion date due to schedule changes or disruptions where a request for adjustment of contract time is made.

Include your complete reasoning for additional compensation or adjustments.

Submit the supplemental notice of potential claim on Form CEM-6201B furnished by the Department and certify with reference to the California False Claims Act, Government Code Sections 12650-12655. The Engineer will evaluate the information presented in the supplemental notice of potential claim and provide a written response within 20 days of receipt. If the estimated cost or effect on the scheduled completion date changes, update information in items 3 and 4 above as soon as the change is recognized and submit this information to the Engineer.

Within 30 days of the completion of work related to the potential claim, submit the full and final documentation of potential claim to the Engineer that provides the following information:

1. A detailed factual narration of events fully describing the nature and circumstances that caused the dispute, including, but not limited to, necessary dates, locations, and items of work affected by the dispute.
2. The specific provisions of the contract that support the potential claim and a statement of the reasons these provisions support and provide a basis for entitlement of the potential claim.
3. When additional monetary compensation is requested, the exact amount requested calculated in conformance with section 4-1.05 or section 8-1.07C, including an itemized breakdown of individual costs. These costs shall be segregated into the following cost categories:

3.1. Labor – A listing of individuals, classifications, regular hours and overtime hours worked, dates worked, and other pertinent information related to the requested reimbursement of labor costs.

3.2. Materials – Invoices, purchase orders, location of materials either stored or incorporated into the work, dates materials were transported to the project or incorporated into the work, and other pertinent information related to the requested reimbursement of material costs.

3.3. Equipment – Listing of detailed description (make, model, and serial number), hours of use, dates of use and equipment rates. Equipment rates shall be at the applicable State rental rate as listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," in effect when the affected work related to the dispute was performed.

3.4. Other categories as specified by the Contractor or the Engineer.

4. When an adjustment of contract time is requested, include the following:

4.1. The specific dates for which contract time is being requested.

4.2. The specific reasons for entitlement to a contract time adjustment.

4.3. The specific provisions of the contract that provide the basis for the requested contract time adjustment.

4.4. A detailed time impact analysis of the project schedule. The time impact analysis shall show the effect of changes or disruptions on the scheduled completion date to demonstrate entitlement to a contract time adjustment.

5. The identification and copies of documents and the substance of oral communications that support the potential claim.

The full and final documentation of the potential claim shall be submitted on Form CEM-6201C furnished by the Department and shall be certified with reference to the California False Claims Act, Government Code Sections 12650-12655.

Pertinent information, references, arguments, and data to support the potential claim shall be included in the full and final documentation of potential claim. Information submitted subsequent to the full and final documentation submittal will not be considered. Information required in the full and final documentation of potential claim, as listed in items 1 to 5 above, that is not applicable to the dispute may be exempted as determined by the Engineer. No full and final documentation of potential claim will be considered that does not have the same nature and circumstances, and basis of claim as those specified on the initial and supplemental notices of potential claim.

If you, in conjunction with or subsequent to the assertion of a potential claim, request inspection and copying of documents or records in the possession of the City that pertain to the potential claim, you must make your records of the project, as deemed by the City to be pertinent to the potential claim, available to the City for inspection and copying."

Unless otherwise specified, the Engineer will evaluate the information presented in the full and final documentation of potential claim and provide a written response within 30 days of receipt. The Engineer’s receipt of the full and final documentation of potential claim shall be evidenced by postal receipt or the Engineer’s written receipt if delivered by hand. If you submit full and final documentation of potential claim after acceptance of the work by the City, the Engineer need not provide a written response.
5-1.43B Dispute Resolution
All disputes and claims arising under or by virtue of this contract shall be directed to and be determined by the Public Works Director. The Director's determination can be appealed to City Manager or their designee. The determination by the City Manager or their designee of disputes and claims shall constitute the decision of the City of Goleta; provided, however, that Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of Division 2 of the Public Contract Code shall apply to the public works claim of $375,000 or less.

5-1.43C Dispute Resolution - Claims exceeding $375,000
Any claim, dispute, or other matter in question arising out of or related to the Contract or Project exceeding three-hundred seventy-five thousand dollars ($375,000.00) that cannot be resolved between the City and the Contractor shall be resolved by the Santa Barbara County Superior Court. Section 9-1.22, “Arbitration” of the Caltrans Standard Specifications, is deleted.

5-1.43D - Claims Procedures as a Prerequisite to Filing Suit
Contractor acknowledges and agrees that its failure to submit any notice of potential claim or claim arising under this Contract in accordance with Section 5-1.43, shall constitute a waiver of Contractor's right to additional compensation and/or extension of time. Failure to follow the provisions set forth in this Contract shall constitute a waiver of Contractor's right to receive any additional time or money as a result of any event giving rise to a claim or request for change order. Notwithstanding any other provisions in the Contract relating to any additional time or money which Contractor may be entitled to upon the occurrence of any directive or other event, or any other circumstance, Contractor must comply with the provisions of Section 5-1.43 to avoid a waiver of any such entitlement to any additional time or money. Contractor's failure, neglect, or refusal to comply with the requirements of Section 5-1.43, or any portion thereof, shall bar Contractor's request for additional compensation or adjustments to contract time. Such failure, neglect, or refusal prejudices the City's and the Engineer's ability to recognize and mitigate delay, and such failure, neglect, or refusal prevent the timely analysis of requests for adjustment of contract time, and whether such adjustments may be warranted. Contractor hereby waives all rights to additional compensation or adjustments of contract time due to delays or accelerations that result from or occur during periods of time for which Contractor fails, neglects, or refuses to fully comply with the requirements of Section 5-1.43.

5-1.43E - Government Code Claims.
Notwithstanding Contractor's participation in dispute resolution proceedings or other claims procedures under the Contract, such proceedings are in addition to Contractor's obligation to present a written Government Code claim in accordance with Section 900 et al of the California Government Code, which is a prerequisite to filing a lawsuit for money or damages against the City. Contractor further acknowledges that notwithstanding Contractor's compliance with the claims procedures set forth in Section 5-1.43 or in the City Special Provisions, such procedures are in addition to Contractor's obligation to comply with the claims procedures set forth in Government Code sections 900 et al prior to filing a lawsuit against the City for any such claim. Failure to submit a Government Code claim, or comply with the claims provision contained in Section 5-1.43 or in the City Special Provisions, shall bar Contractor from bringing and maintaining a valid lawsuit against the City.

5-1.43F - Participation in Dispute Resolution Proceedings
Contractor and the City agree that all parties necessary to resolve a claim or dispute should be parties to the same dispute resolution proceeding. Contractor agrees upon request of the City to
be joined in any mediation or arbitration when Contractor’s presence is required if complete relief is to be accorded and to prevent the possibility of conflicting rulings on a common issue of law or fact and otherwise to prevent the risk of the parties being subjected to inconsistent obligations or decisions.

5-1.43G - Contractor’s Continuing Obligations.
At all times during the processing of the Contractor’s potential Claim, including, but not limited to, in response to a work directive issued by the Engineer, the Contractor shall diligently proceed with the performance of the Disputed Work and other Work, unless otherwise specified or directed by the Engineer.

The Contractor shall provide the Engineer the opportunity to examine the site of the Disputed Work as soon as reasonably possible, and in no event later than five (5) days from the date of the Initial Notice of Potential Claim. Throughout the processing of the Contractor’s potential Claim, the Contractor shall provide the Engineer a reasonable opportunity to examine the site of the Disputed Work within five (5) days of the date of Engineer’s written request therefor.

The Contractor shall promptly respond to any requests for further information or documentation regarding the Contractor’s potential Claim.

Although not to be construed as proceeding with force account work, throughout the performance of the Disputed Work, the Contractor shall maintain daily records in accordance with Section 4-1.05 that provide a clear distinction between the incurred direct costs of Disputed Work and other Work. The Contractor shall allow the Engineer access to its project records deemed necessary by the Engineer to evaluate the potential Claim within fifteen (15) days of the date of the Engineer’s written request.

All Subcontractor’s and material supplier’s claims of any type shall be brought only through Contractor pursuant to the provisions of this Section 5-1.43 and Contractor’s prior good faith review pursuant to Section 4-1.05. Under no circumstances shall any Subcontractor or material supplier make any direct claim against City.

Except where provided by law, or elsewhere in these Contract Documents, THE CITY SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES AND THE CONTRACTOR SHALL NOT INCLUDE THEM IN ITS CLAIMS. Contractor shall be limited in its recovery on any Claim(s) to the adjustments allowed in the Contract Documents.

During each step in the processing of the Contractor’s Claim, each notice shall be accompanied by the Contractor’s written statement that the adjustment or relief claimed is the entire adjustment or relief to which the claimant believes it is entitled as a result of the event, issue, or circumstance giving rise to the Claim.

Under no circumstances may the Contractor submit an Initial Notice of Potential Claim, Supplemental Notice of Potential Claim, or Notice of Final Claim after the date of final payment.

5-1.43H - Notice of Third Party Claims
The City shall provide Contractor with prompt written notice of the receipt of any third-party claim relating to the Contract in accordance with Public Contract Code section 9201 by sending a copy of the third-party claim to Contractor at the address indicated in the Agreement via first class mail.

Replace the 2nd paragraph of section 5-1.46 with:
Immediately following the date the Engineer reports to the City Council as work completed, you are relieved from:
Add to the end of section 5-1.46:
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.

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6 CONTROL OF MATERIALS
Add to the end of section 6-3.01:
Unless otherwise authorized by the Engineer, the substantiation of offers of equivalency must be submitted at the preconstruction meeting.

In the event Contractor furnishes any "or equal" material more expensive than that specified in the bid form, the difference in cost of such material so furnished will be borne by Contractor under Public Contract Code Section 3400.

Along with information supplied by the Contractor regarding equivalency of the proposed item, the Contractor shall clearly identify all deviations from the specified item. Deviations discovered by the Engineer after acceptance of an "or equal" item which were not identified by the Contractor with the submittal shall be cause for rejection of the "or equal" item. Contractor shall be due no additional compensation in time or money for either acceptance or rejection of a proposed "or equal" item and subsequent replacement with the item specified. Contractor shall pay cost to City for analysis of any submittals which requires more than a general review of an "or equal" item. Changes that result from the Contractor’s use of “or equal” items shall be the sole responsibility of the Contractor and he shall bear all time and cost impacts to the project.

“Or equal” products may be accepted by the Engineer upon submittal of the following information:

1. Product Date Design Criteria
2. Physical Properties Limitations of Process
3. Material Specifications List of Previous Projects
4. Installation Specifications Size of Completed Projects
5. Testing Methods List of Current Projects
6. Third Party Test Data
7. Size of Current Projects
8. References (All references must include current names and telephone numbers)
9. List of all deviations from the specifications or referenced product or materials

The substitution request must include:

1. Description of the Contract specifications, plans and drawing details for performing the work and the proposed changes.
2. Itemization of Contract specifications and plan details that would be changed.
3. Detailed cost estimate for performing the work under the existing Contract and under the proposed change. Determine the estimates under section 9-1.04.
4. Reasonable deadline for the Engineer to decide on the changes.
5. Bid items affected and resulting quantity changes.
If the data provided to the City in support of a substitution request is incomplete or otherwise insufficient to prove the two points above, the Engineer may either deny the request outright or provide the Contractor the opportunity to provide additional information in support of its request. If the Contractor is provided an opportunity to resubmit additional information, the City has thirty (30) days to review such additional information. The Contractor shall not be entitled to any extension of the Contract Time for the time involved in the substitution request process.

By making a substitution request, Contractor shall be deemed to certify that: (i) the proposed substitution is equal to or exceeds all requirements of the pertinent Contract Documents as reasonably determined by Contractor; (ii) Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified; (iii) the cost data presented is complete and includes all related costs under Contract, including an estimate of the redesign costs; (iv) Contractor will coordinate the installation of any accepted substitution, making such changes as may be required for the Work to be complete in all respects; (v) Contractor waives all Claims and will indemnify the City for additional costs related to the substitution which subsequently become apparent; and (vi) Contractor accepts all responsibility and will indemnify the City for direct or indirect costs and/or time impacts as result of the substitution including impacts to Work not identified in the proposal.

Contractor shall proceed with performance of the Work as required by the Contract Documents and shall not modify such requirements in accordance with any substitution request unless the City accepts such request in a written Change Order.

Additional testing may be required, and all costs for testing shall be borne by the Contractor.

Add to section 6-3.05(D):
 NOTIFY the City Public Works Department at (805) 961-7500 72 hours in advance of commencing construction. During the course of work, call for testing and inspection.

Work not properly tested and inspected will be subject to rejection.

Delete 6-3.06 and substitute the following:

6-3.06 WARRANTIES
6-3.06A Warranty
The Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. Work, materials, or equipment not conforming to these requirements, including substitution requests not properly approved and authorized pursuant to 6-3.02, shall be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Section 6-3.07 herein. Contractor’s performance bond surety shall be liable for breaches of all warranties and correction guarantees referenced in this Section or Section 6-3.07.

Where any warranties provided under the Contract Documents overlap, conflict, or are duplicative, Contractor shall be bound by the more stringent requirements.

6-3.06B Procurement and Assignment of Warranties
Any and all warranties or guarantees which the Contractor is required to obtain pursuant to the Contract Documents which are obtained from any person or entity other than the Contractor including, but not limited to, Subcontractors and manufacturers, shall either be obtained by Contractor in the name of the City (or such other name as the City may designate in writing to
Contractor) or be legally transferred or assigned to the City (or the City’s designee) at the time of Final Completion of the Work. The Contractor shall perform the Work in such a manner so as to preserve any and all such guarantees and warranties. The Contractor shall secure written warranties from Subcontractors, material suppliers, and manufacturers’ warranties for labor and materials which extend beyond the one-year correction period in writing. Any warranty upgrades or extensions that are offered by suppliers or manufacturers of any equipment or system in the project shall be provided to the City as part of Contractor’s and Subcontractors’ standard warranties. Provided, however, if any such upgrade/extension offers would expire in less than 90 days after final completion of the Work, the Contractor shall provide the City with such offers at 90 days before the expiration date.

6-3.06C Survival of Warranties
The provisions of this Section 6-3.06 shall survive Contractor’s completion of the Work or termination of the Contractor’s performance of the Work.

6-3.07 CORRECTION GUARANTEE
6-3.07A Before or After Final Completion
The Contractor shall promptly correct Work rejected by the City or failing to conform to the requirements of the Contract Documents, whether discovered before or after Final Completion and regardless of whether or not the Work was fabricated, installed, or performed by the Contractor or any Subcontractor. All costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the City’s services and expenses made necessary thereby, shall be at the Contractor’s expense.

6-3.07B After Final Completion
In addition to the Contractor’s obligations under Section 6-3.06, if, within one (1) year after the date of Final Completion of the Work or designated portion thereof, or after the date for commencement of warranties, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the City to do so unless the City has previously given the Contractor a written acceptance of such condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the City, the City may correct it in accordance with Section 5-1.04.

The one (1) year correction period shall be extended with respect to portions of Work first performed after Final Completion by the period of time between Final Completion and the actual completion of that portion of the Work.

During the one (1) year correction guarantee period, the Contractor shall act on all notices received from the City within forty-eight (48) hours, unless the notice states that an emergency response is required (in which event, the Contractor shall act immediately). The City will not be required to call Subcontractors, suppliers or manufacturers directly.

The Contractor’s performance bond surety shall be liable for any breaches of all guarantees, including the correction guarantee established by this Section.

In the event of failure of the Contractor to comply with above mentioned conditions within two (2) calendar days (48 hours) or immediately for emergencies after being notified in writing, the City is hereby authorized to proceed to have defects repaired and made good at the expense of the Contractor who hereby agrees to pay all costs and charges, direct and indirect, therefore immediately on demand.
If, in the opinion of the City, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the City or to prevent interruption of operations of the City, the City will attempt to give the notice required by this Section 6-3.07. If the Contractor cannot be contacted or does not comply with the City’s request for correction within a reasonable time as determined by the City, the City may, notwithstanding the provisions of this Section 6-3.07, proceed to make such correction or provide such attention and the costs of such correction or attention shall be charged against the Contractor. Such action by the City will not relieve the Contractor of the guarantees provided in this Section 6-3.07 or elsewhere in this Contract.

This Section 6-3.07 does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. The Contractor shall furnish the City all appropriate guarantee or warranty certificates, as required, upon completion of this project.

6-3.07C Removal of Non-Conforming Work
The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the City.

6-3.07D Cost of Correction Due to Non-Conforming Work
If the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents damages or removes any other property, including but not limited to completed or partially completed construction of the City or any contractor, the Contractor shall bear the cost of correcting any and all such damaged or removed property.

6-3.07E No Impact on Statutes of Limitation
Nothing contained in this Section 6-3.07 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in this Section 6-3.07 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor’s liability with respect to the Contractor’s obligations. Nothing contained in this Section 6-3.07 shall be construed as establishing any limitation period with respect to the City’s enforcement of any Contractor obligations under the Contract Documents that is shorter than the longest limitation period allowed under applicable law.

6-3.07F Acceptance of Non-Conforming Work
If the City prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the City may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced by an amount equal to the entire cost of replacing the Work to make it as originally specified and intended. Such adjustment shall be effected whether or not final payment has been made.

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7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add to section 7-1.02K(5):

Unless authorized by the Engineer, regular working hours shall be within the hours of 7:30 a.m. and 4:30 p.m. Where night work is required, working hours shall be within the hours of 7:00 pm to 5:30 a.m., unless authorized by the Engineer.

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If overtime work is approved by the Engineer, 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.

Add new sections 7-1.03A and 7-1.03B:

7-1.03A Public Notification
The Contractor shall be responsible for Public Notification for each phase of the Work. Upon notification, Contractor shall prepare and submit a map of locations of the notifications, including date and time of notification to the Engineer.

Deliver notices to:
1. schools within three (3) blocks of the work if work will occur during school sessions
2. businesses and residences along the street included in the work
3. businesses and residences along streets with access exclusively through streets included in the work.

Where apartment and office complexes are affected by the work, door hangers shall be delivered to each tenant. Posting notices on a common mailbox is not considered acceptable.

7-1.03A(1) Material
Public notices must include:
1. start date of work
2. daily schedule of proposed work
3. typical parking restrictions
4. times of any restricted driveway access
5. your company name and phone number
6. other information deemed necessary by the Engineer

Door hangers must be 14 inches by 4 inches Springhill index or equivalent, printed in English on one side and Spanish on reverse side.

7-1.03A(2) Submittal
Submit notices for approval.

7-1.03A(3) Construction
Deliver "Here We Come" notice two (2) weeks before starting work
Deliver "Door Hanger" notice no less than 72 hours before work on specific street

7-1.03B Parking Control
Use if required by special provisions.

7-1.03B(1) Material
Parking Signs must meet the following requirements:
1. Be of moisture resistant heavy cardstock
2. No less than 1.75 square feet in surface area
3. On a pre-printed template with red water resistant lettering on white background
4. Include the words "Tow Away" and "No Parking" with a character height of no less than 2.75 inches and a stroke width of not less than 0.5 inches
4. Include specific day, date and time of restriction in lettering height of no less than 2.00 inches and stroke width of no less than 0.35 inches
5. Include your name and local telephone number in lettering no less than 0.75 inch in height
6. Be mounted such that the words "No Parking" are at an elevation between 3 feet and 7 feet above grade
7. Tied with string to trees and power poles, taped to existing sign poles or mounted on stakes or barricades you provide
8. Be placed no more than 75 linear feet apart

At the telephone number provided on signs, provide staff for telephone inquiries between the hours of 7:00 a.m. and 6:00 p.m. on working days.

**7-1.03B(2) Construction**

**7-1.03B(2)(a) Signs**

Post and maintain signs as follows:
1. Comply with approved Traffic Control Plan
2. On time restricted streets, 24 hours prior to temporary restrictions
3. On unrestricted streets, 72 hours prior to restrictions

Notify the Engineer and Goleta Police Department when signs are placed.

Promptly reset or replace missing, damaged or defective signs. Replace signs if work is delayed.

When no longer required, promptly remove signs, string, tape, lath, barricade and any other material used. Removed material becomes your property.

**7-1.03B(2)(b) Remove vehicles**

Notify Sheriff Communications Center at (805) 681-4100 and Anthony Apodaca at (805) 961-7556 no less than two hours prior to needed removal. Provide the address nearest the parked vehicle, make, model, color and license number.

**7-1.03B(3) Payment**

Payment for parking control is included in Traffic Control.

If a vehicle owner successfully contests a towing citation in court, and his or her citation is dismissed for cause related to your failure to perform under section 7-1.03A, the City will make deductions in payments due or to become due. If a claim is filed after acceptance of the work by the City, you must reimburse the City.

**Replace the 1st paragraphs of section 7-1.05A with:**

**7-1.05A General**

To the maximum extent permitted by law, Contractor agrees to defend, indemnify and hold harmless City and all of its officers, employees and agents from any liability, financial loss, claims, demands, or causes of action, including but not limited to related expenses, attorney’s fees and costs, based on, arising out of, or in any way related to the work undertaken by Contractor or any person or entity employed by Contractor or its agents. Nothing in this section shall narrow the indemnification provisions contained in the Caltrans Standard Specifications. The defense of the City and its officers, employees and agents must be provided by qualified and experienced counsel acceptable to the City Attorney. Any counsel proposed to defend the City must have professional liability insurance from an admitted insurer with available limits of at least $5,000,000 per claim.
Add the following:

7-1.05C Survival of Indemnity Obligations
Contractor’s obligations under this Section 7-1.05A are binding on Contractor’s and its Subcontractors’ successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor’s performance of the Work.

Replace the first paragraph of section 7-1.06D(1) with:

7-1.06D(1) General
Contractor, at its sole cost and expense, agrees to purchase and maintain in full force and effect throughout the term of this AGREEMENT insurance coverage acceptable to the City against any claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by CONTRACTOR, its agents, representatives or employees. Insurance shall be provided by insurers with a current A.M. Best rating of no less than A- and financial strength VII or better. CONTRACTOR shall provide the following insurance:

Replace the first paragraph of section 7-1.06D(1) with:

7-1.06D(1) General
Contractor, at its sole cost and expense, agrees to purchase and maintain in full force and effect throughout the term of this AGREEMENT insurance coverage acceptable to the City against any claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by CONTRACTOR, its agents, representatives or employees. Insurance shall be provided by insurers with a current A.M. Best rating of no less than A- and financial strength VII or better. CONTRACTOR shall provide the following insurance:

Replace section 7-1.06D(2) with:

7-1.06D(2) Liability Limits/Additional Insureds
The limits of 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, 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) 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 Conditions;
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 $1,000,000 per occurrence.

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.

Replace entire section 7-1.06F with:

7-1.06F 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.

8 PROSECUTION AND PROGRESS

Add the following to section 8-1.01:

Weekly meetings will be held at the job site to review the progress of the work and discuss any problems that may have occurred. Provide an updated two-week look-ahead schedule at the weekly meeting. The meeting must include, at a minimum:

1. The Engineer
2. Inspectors
3. Your Superintendent or Supervisor

In addition to daily reports required to substantiate the costs of claims and changes performed as force account work pursuant to Section 4-1.05L and for Disputed Work pursuant to Section 5-1.43A(2) of the City Special Provisions, you must complete a daily report indicating locations worked, start/finish and milestone dates, total manpower per construction trade for each task, major equipment on site, Contractor’s manpower and equipment, each subcontractor’s manpower 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 you, and submitted at the end of each workday. The report must comment on the daily progress and status of the work within each major component of the work.
Replace entire section 8-1.02 with:

8-1.02 SCHEDULE

8-1.02A Baseline Schedule
Submit a baseline schedule no less than one week before the Preconstruction Conference. Upon acceptance by the Engineer the schedule will become the accepted Construction Schedule.

The baseline schedule must include the entire scope of work and how you plan to complete all work contemplated.

The baseline schedule must not extend beyond July 31, 2017.

The Construction Schedule shall be in a Bar Chart format, shall show the critical path and shall account for all subcontract work, as well as the work of the Contractor, submittals, coordination with other contractors performing concurrent work, project phasing and the Traffic Plan. The schedule shall be cost loaded with an estimated monthly billing.

The schedule shall show construction dates for each street, equipment allocation, project phasing, and the Traffic Plan. The schedule shall graphically illustrate how the Contractor will conform to the requirements of the Contract Documents.

8-1.02B Updated Schedule
Update the Construction Schedule when:

1. A change order significantly affects the Contract completion date or the sequence of construction approach or activities;
2. The actual sequence of the Work or the planned sequence of the Work is changed and does not conform to the Contractor's current accepted project Construction Schedule.
3. The Contractor falls more than ten (10) percentage points behind the schedule based on a comparison of the scheduled value of work to be completed and the sum of the earned progress payments.

Submit two (2) printed copies of updated Construction Schedule with your monthly progress payment request for that period in which the change in the schedule took place.

The City may withhold payment for noncompliance with this section.

If the Contractor falls behind the accepted Construction Schedule by more than fifteen (15) percentage points based on earned progress payments, the Contractor must take steps, including, but not limited to, increasing the number of personnel, shifts, and/or overtime operations, days of work, and/or amount of construction equipment until such time as the project work is back on schedule. Submit for review no later than the next request for partial payment, such supplementary schedule or schedules as may be deemed necessary to demonstrate the manner in which the rate of progress will be regained. The City does not pay for supplemental schedules or any work necessary to recover performance.

If the Contractor falls behind the accepted construction schedule, as modified by such time extensions as may have been granted by the City for unavoidable delays, by more than thirty-five (35) percentage points based on earned progress payments, the Contractor will be deemed in material breach of Contract and the Work may turned over to the surety for completion within the Contract Time.
Replace entire section 8-1.03 with:

8-1.03 CONFERENCES AND MEETINGS

8-1.03A Preconstruction Conference
Attend a preconstruction conference at a time and location determined by the Engineer. Those attending the meeting shall include, but not be limited to, the following:

1. The Contractor, including the superintendent who will be supervising the work;
2. Subcontractors

Submit the following no less than one week prior to this meeting: (Submittals shall include, but are not limited to the following.)

1. Project Construction Schedule
2. Traffic Control Plan
3. Sample "No Parking" sign
4. Door Hanger
5. Storm Water Pollution Prevention Plan (SWPPP) or Water Pollution Control Program (WPCP).

8-1.03B Progress Meetings
Attend Weekly Project Status Meetings with key personnel, including your assigned representative and your subcontractors’ representative. 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 you. The purpose of this meeting shall be to discuss interfacing work, scheduling, problems, issues, and other issues related to the project. If not previously submitted, submit the following to the Engineer at the beginning of the meeting:

1. Daily manpower and equipment utilization and certified payroll for the preceding week
2. Projected daily work for the next two weeks

Replace entire section 8-1.04B with:

8-1.04B Notice to Proceed
Within ten (10) days after the execution of the contract, written notice to proceed will be given by the City to the Contractor. 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 (but not limited to):

1. Specific date, hours and location of work
2. Complete description of work to be done
3. Number and type of equipment to be used
4. Noise mitigation measures to be employed
5. Distance of the nearest resident to the work
6. Inspection required
Start of Job Site Activities
Contractor shall not begin any job site activities until the Notice to Proceed is issued. Notify the City Project Manager seventy two (72) hours in advance of commencing job site activities.

Add to the end of section 8-1.06:
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.

Add to the end of section 8-1.07B:
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, 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 complete by date 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.

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 herein. 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..

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 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 manpower, 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.

8-1.07C No Early Completion Delay Damages
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.

Replace entire section 8-1.10A with:

8-1.10A General
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.
Liquidated damages for all work shall be in the amount of $4500.00 for each consecutive calendar day in excess of the time specified for completion of the work.

Add the following to the end of 8.13:

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 a reasonable time 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 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, 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 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 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 below, 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.

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 4-1.05M. The City may also exercise its rights under Section 6-3.07F relating to Acceptance of Nonconforming Work. 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 8-1.13G below. 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.

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

9 PAYMENT

Replace entire section 9-1.16A with:

After award of contract, the Engineer will establish a closure date for the purpose of making monthly progress payments. 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.

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

Form: Progress Payment Request

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

Form: Progress Payment Request - Detail

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

Form: Quantity Change Verification Form

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

Form: Final Release Form

This form must accompany all requests for final payment.

Form: Post-Construction Waste Reduction and Recycling Summary Report

This form must accompany all requests for final payment.
**FY 2016/2017 PAVEMENT REHABILITATION PROJECT - OVERLAY**

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**CITY OF GOLETA, CA**
Public Works Department
Construction Contract

**Progress Payment Request**

<table>
<thead>
<tr>
<th>From:</th>
<th>Date: ______________________</th>
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<tbody>
<tr>
<td>Contractor</td>
<td>Contract No.: ______________________</td>
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<tr>
<td>Address</td>
<td>Payment Request No.: __________</td>
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</tbody>
</table>

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<tr>
<th>To:</th>
<th>Project Name:</th>
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<tbody>
<tr>
<td>CITY OF GOLETA Public Works Department</td>
<td>FY 2016/2017 PAVEMENT REHABILITATION PROJECT - OVERLAY</td>
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<tr>
<td>130 Cremona Drive, Suite B Goleta, California 93117</td>
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| Original Contract Amount: | $ |
| Approved Change Orders through #: | $ |

| Quantity Changes: | $ |
| (Requires Project Engineer verification) | |

**Total Contract Amount to Date:** $

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

---

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

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<th>Signature</th>
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</table>
CITY OF GOLETA, CA
Public Works Department

Construction Contract
Progress Payment Request - Detail

Date: ____________________________  Payment Request No: ____________________________  Contract No: ____________________________

Contractor: ____________________________

Project Name: FY 2016/2017 PAVEMENT REHABILITATION PROJECT - OVERLAY

Payment Period Through Date: ____________________________

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>BID QUANTITY</th>
<th>UNIT/FIRM PRICE</th>
<th>IN PLACE THIS PERIOD</th>
<th>IN TOTAL</th>
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Contractor Signature ____________________________  Date  ____________________________  Inspector Signature ____________________________  Date  ____________________________
**CITY OF GOLETA, CA**  
Public Works Department

**Quantity Change Verification Form**

<table>
<thead>
<tr>
<th>Date:</th>
<th>Contract No.:</th>
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</thead>
<tbody>
<tr>
<td>Contractor:</td>
<td>Project Name: FY 2016/2017 PAVEMENT REHABILITATION PROJECT - OVERLAY</td>
</tr>
</tbody>
</table>

**INSTRUCTIONS**

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

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

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

ATTACH ADDITIONAL SHEETS IF NECESSARY

Contractor Signature

Inspector Signature

Date

Date
CITY OF GOLETA, CA
Public Works Department

Construction Contract
Final Release Payment

From: _____________________________ Date: _____________________________
Contractor

Contract No. ______________________

Address __________________________

Payment Request No. __________________

Project Name: FY 2016/2017 PAVEMENT REHABILITATION PROJECT - OVERLAY

To: CITY OF GOLETA
Public Works Department
City Hall
130 Cremona Drive, Suite B
Goleta, California 93117

Upon settlement of final quantities and approval of a Notice of Completion for the project by the Goleta City Council, including any approved changes, this document shall be effective to release any and all further rights of the Contractor to security for payment that the undersigned may have for the work furnished for the project. This document is offered as evidence for settlement of final payment and to induce the City Council to approve such final payment for Contractor in connection with the FY 2016/2017 PAVEMENT REHABILITATION PROJECT - OVERLAY.

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

______________________________ ______________________
Contractor Signature: Print Name:

______________________________ ______________________
Title: Date:

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

<table>
<thead>
<tr>
<th>Material Type</th>
<th>A: Total Tons Generated (A=B+C+D)</th>
<th>B: Quantity Salvaged or Reused</th>
<th>C: Recycling</th>
<th>D: Estimated Disposal</th>
<th>E: Anticipated Material Destination(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Example: Cardboard</td>
<td>2 tons</td>
<td></td>
<td>1.5</td>
<td>.5</td>
<td>(R): MarBorg (D): Tajiguas Landfill</td>
</tr>
<tr>
<td>Asphalt &amp; Concrete</td>
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<tr>
<td>Brick/Masonry/Tile</td>
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<tr>
<td>Building Materials (doors, windows, fixtures, etc.)</td>
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<tr>
<td>Carpet</td>
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<tr>
<td>Carpet padding/Foam</td>
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<tr>
<td>Cardboard</td>
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<tr>
<td>Ceiling tile (acoustic)</td>
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<tr>
<td>Dirt</td>
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<td>Drywall (used)</td>
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<tr>
<td>Drywall (new, unpainted sheets or scrap)</td>
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<tr>
<td>Landscape Debris (brush, trees, stumps, etc.)</td>
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<tr>
<td>Scrap metal</td>
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<td>Unpainted Wood and Pallets</td>
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<td>Garbage/Trash</td>
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<td>Other</td>
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<tr>
<td>Recycled mixed debris</td>
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<tr>
<td>Column Totals</td>
<td></td>
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</tbody>
</table>

7. To determine if the required 65% project waste reduction will be met, complete the following with the column totals: \( \frac{B + C}{A} \times 100 = \% \)

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: ____/____/____
Replace entire section 9-1.16E(2) with:

**9-1.16E(2) Progress Withholds**

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 sixty (60) days after acceptance of the work by the City Council and the filing of a Notice of Completion.

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 entire section 9-1.16E(4) 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 disburse 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 entire section 9-1.16E(4) with:
The City will withhold 5 percent of all progress payments as retention (Public Contract Code § 7201). Unless otherwise required under applicable law, retention will be paid to you on the final payment.

Add new 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.

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.

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 the following to the end of section 9-1.16B:

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 provided by the Engineer. 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.

Delete section 9-1.22

DIVISION II GENERAL CONSTRUCTION

10 GENERAL
Replace section 10-1 with:

10-1.01 GENERAL

10-1.01A Daily Report
On a form acceptable to the Engineer, and at the end of each workday, submit Daily Report indicating manpower, major equipment used and on standby (itemized separately), subcontractors, materials used, bid items and quantities completed, and similar items involved in the performance of the Work.

10-1.01B Night Construction Lighting
Section 10-1.01B applies to contract with planned or proposed night work.

Provide adequate lighting for any night work performed such that there is no difference between the quality of night and day work. A minimum of four portable self-contained light towers shall be provided for each street. One light tower shall be provided for each 150 lineal feet of street centerline within the active work zone. When the length of street work zone is in excess of 500 lineal feet, you may provide 7 light towers to be moved as the work progresses.

Add to section 10-1.02:

Do not start job site activities until the City authorizes or accepts your submittal for, including but not limited to:

1. Traffic Control Plan.
2. Schedule
3. Hot mix asphalt mix design
4. PCC Mix Design
5. Notifications and door hangers
6. Permit, license, agreement, certification, or any combination of these

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

12 TEMPORARY TRAFFIC CONTROL

Replace Section 12-1.03 with:

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

Furnishing and operating a pilot car during operations (including driver, radios, and any other equipment and labor required), at the option of the Contractor, and furnishing and operating the flashing arrow sign trucks (including drivers and any other equipment and labor required), is included in the payment for Temporary Traffic Control.

Add to Section 12-1.04 with:

12-1.04 TRAFFIC CONTROL SYSTEM

A traffic control system shall consist of signing, flagging, using of pilot vehicles and/or closing traffic lanes or streets in accordance with the details shown on the Standard Plans, the provisions of Sections 7-1.03, Public Convenience and 7-1.04 Public Safety of the Standard Specifications, the Manual on Uniform Traffic Control Devices and the California supplement, and these Special Provisions. The traffic control system shall provide for the convenience and safety of both vehicles and pedestrians. Nothing in these Special Provisions shall be construed as relieving the Contractor from responsibility as provided in said Sections.

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

At no time, unless prior permission has been obtained from of the City of Goleta, shall any roadway be closed to vehicular traffic. Alternative path/walkways shall be provided by the contractor to maintain pedestrian traffic at all times.

All traffic coordination will require the City Engineer's approval seventy-two (72) hours prior to placing of any traffic restrictions. Open trenches located within the right-of-way shall, at a minimum, be delineated with type I or II barricades which conform to Section 12-3.02, "Barricades" of the Standard Specifications, Caltrans Standard Plan A73C, and these Special Provisions. Barricades placed during hours of darkness shall be equipped with operational Type A Low Intensity Flashing Warning Lights. "Open Trench" [C27] signs shall be placed in advance of and at 100 foot intervals in all work zones containing an open trench or abrupt drop within 10 feet of the traveled way. When work is not actively in progress, two inch wide yellow plastic tape labeled "Caution" shall be used to delineate all open trenches or abrupt drops within the construction area. Steel plates shall be used to cover open trenches within five feet of any public traffic or deeper than three feet.

Add to Section 12-1.05 with:
12-1.05 SUBMITTALS
Submit traffic handling plan.

Each drawing and calculation sheet must be in black ink and sequentially numbered.

Each drawing sheet must:
1. Be 11 by 17 inches
2. Be on minimum of 20 lb paper
3. Have text of minimum nominal height of 5/32 inch
4. Sealed and signed by an engineer who is registered as a civil engineer in the State.

Allow 10 days for review.

Add to Section 12-2 with:

12-2.01 CONSTRUCTION PROJECT FUNDING SIGNS
Measure A funded projects shall display signage at both extents of the working area that indicates that the project is funded via the Measure A funds. Signs are 2’ by 3’ and include the project title, Measure A logo, project completion date, project sponsor logo and Measure A website address. Signs are to be displayed at all times during construction.

Example:

12-2.02 MATERIALS
The City furnishes the Measure A funding signs. Contractor shall return the signs to the City at the completion of the project in clean and in good working condition. Any signs not returned to the City shall be paid for at the City’s costs

12-2.03 CONSTRUCTION
Display at work locations and on all construction vehicles and large equipment.

When authorized, remove and return funding signs upon completion of the project.

12-2.04 PAYMENT
Payment for providing and displaying construction project funding signs is included in the various items of work. 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 replacing lost or damaged signs.

Add to Section 12-3 Traffic Handling Equipment and Devices

Traffic control devices not placed in accordance with approved plans shall be cause to stop construction by a City inspector.

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

The Contractor shall furnish and post signs where necessary to inform the public about closures or restrictions at parking area entrances.

The Contractor shall have a sufficient cache of extra signs available at or near the project site to erect additional signs requested by the Engineer during the course of the work.

Each vehicle used to place, maintain and remove components of a traffic control system on multi-lane roadways shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is used for placing, maintaining or removing said components. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion. The flashing arrow sign shown on the Standard Plans shall not be used on the vehicles which are doing the placing, maintaining, and removing, and shall be in place before a lane closure requiring its use is completed.

When traffic cones or delineators are used to delineate a temporary edge of traveled way, the line of cones or delineators shall be considered to be the edge of the traveled way. However, the Contractor shall not reduce the width of an existing lane to less than ten (10) feet without written approval from the Engineer. The provisions of this paragraph shall not apply to a work area protected by a permanent or temporary railing or barrier.

All traffic control equipment shall be of standard size unless reduced sizes are specifically approved by the Engineer and shall conform to the provision of the Manual on Uniform Traffic Control Devices and the California supplement.

**Trench Plates**

All trench plates placed by the Contractor in the traveled way (both vehicular and Pedestrian) shall have a slip resistant surface and be ramped with Hot mix asphalt.

**Delete Section 12-3.01C Construction**

**Add to Section 12-3.01D Payment**

Furnishing all labor including flagging costs, materials (including signs), tools, equipment, and incidentals, and 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 is included in the payment for Temporary Traffic Control.

Payment for slip resistant surface on traffic plates is included in the unit prices paid for the various items of work, which require trench plating.

**Add to Section 12-4 Maintaining Traffic**

**General**

Except as otherwise provided, the full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays, and designated legal holidays and when construction operations are not actively in progress.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of work may be permitted upon the written request of the Contractor.
if, in the opinion of the Engineer, public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated approval. All other modifications will be made by contract change order.

14 ENVIRONMENTAL STEWARDSHIP

Replace the 2nd paragraph of section 14-8.02A with:
Do not operate construction equipment or run the equipment engines from 7:00 p.m. to 7:00 a.m. or on Sundays with the exception that equipment may be operated within the project limits during these hours to:

1. Service traffic control facilities
2. Service construction equipment

Add to Section 14-9.03A DUST CONTROL General:
The Contractor shall implement the following measures during construction or demolition activities:

- Use water trucks or sprinkler systems to keep areas of vehicle movement damp to prevent dust from leaving the site.
- Minimize amount of disturbed area and reduce on-site vehicle speeds to 15 miles per hour or less.
- For fill material, cover, keep moist, or treat soil stock piled for more than two days, and tarp trucks transporting fill material to and from the site.
- Install gravel pads at access points to prevent tracking of mud onto public roads.
- After clearing, grading, earth moving or excavation is completed, treat the disturbed area by watering, re-vegetating, or by spreading soil binders until the area is paved or otherwise developed.

The Contractor shall designate a person or persons to monitor the dust control program and to order increased watering, as necessary.

Dust Control shall be included in the various items of work and no separate payment will be made.

Replace entire section 14-10.02A(1) with:

14-10.02A(1) Submittals
Submit with your request for final payment, a Post-Construction Waste Reduction and Recycling Summary Report documenting the types and amounts of materials that were used during the project and how much was reused, recycled, composted, salvaged, or landfilled.
DIVISION III GRADING

17 WATERING
Add to the end of section 17-1.01A:
Goleta Water District will furnish a temporary construction water meter to the Contractor upon completion of an application and payment of a non-refundable application fee. The contractor will be billed a monthly meter rental fee and a temporary water rate. All deposits and fees may be verified at the Goleta Water District, 4699 Hollister Avenue, Santa Barbara, CA 93110. Goleta Water District will refund the deposit upon return of the water meter(s), provided that it is in good operational order. Contractor is responsible for verifying current fees or other procedures for obtaining water for construction from GWD. Reclaimed water meters will be used for connection to the Contractor’s water truck, and the potable water meters will be used for connection to a City fire hydrant.

19 EARTHWORK
Add to section 19-1.01A:
Earthwork activities include, but not limited to, clearing and grubbing, and finishing the roadway. Comply with sections 16, 17-2, and 22.

Replace the 2nd, 3rd, and 4th paragraphs of section 19-2.03B with:
Dispose of surplus material. Ensure enough material is available to complete the embankments before disposing of it.

Obtain authorization and haul route permit before disposing of any surplus material.

DIVISION IV SUBBASES AND BASES

26 AGGREGATE BASES
Add before the 2nd paragraph of section 26-1.02A:
Crushed aggregate shall contain individual sieve segregation of at least 25 percent of particles having their entire surface area composed of faces resulting from fracture due to mechanical crushing.

Replace the 2nd paragraph of section 26-1.02B with:
Aggregate must comply with the minimum quality requirements shown in the following table:

<table>
<thead>
<tr>
<th>Property</th>
<th>California Test</th>
<th>Contract compliance</th>
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</thead>
<tbody>
<tr>
<td>Resistance (R-value) (min)</td>
<td>301</td>
<td>78</td>
</tr>
<tr>
<td>Sand equivalent (min)</td>
<td>217</td>
<td>28</td>
</tr>
<tr>
<td>Durability index (min)</td>
<td>229</td>
<td>35</td>
</tr>
</tbody>
</table>
SECTION F
SPECIAL PROVISIONS
SPECIAL PROVISIONS
FY 2016/2017 PAVEMENT OVERLAY PROJECT

The Special Provisions contained herein have been prepared by or under the direction of the following registered engineers

Prepared by:

Joseph L. Ririe, PE
President / Senior Principal Engineer
Pavement Engineering Inc.

Approved by:

Rosemarie Gaglione, PE
Public Works Director
City of Goleta
The work provided herein shall be in accordance with the Caltrans Standard Specifications 2010 Non-Revised Edition. In case of conflict between the Standard Specifications and these modifications, the modified provisions shall control.

DIVISION I GENERAL PROVISIONS

5 CONTROL OF WORK

Add to Section 5-1.36D – Nonhighway Facilities

Utility locations are not indicated on the plans. It shall be the responsibility of the Contractor to work with the local utility companies and to locate all underground utility service lines within the limits of all excavations. All necessary work to relocate, adjust or rearrange utilities shall be performed by the respective utility company prior to excavation by the Contractor. The Contractor shall schedule potholing and location of underground utility conflicts sufficiently in advance of the construction to permit the Engineer to make adjustments to the plans or to allow the various utility companies to adjust the conflicting utility lines, as appropriate.

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

The Contractor shall be responsible for all direct and indirect costs associated with any delays or damage to work in progress, which is caused by ruptured or damaged utilities.

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

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add to Section 7-1.02K(5) – Working Hours

Only nighttime work, between 07:00 pm to 05:30 am, will be allowed on the following streets:

a. Hollister Avenue from Patterson Avenue to East City Limit
b. Calle Real from Kingston Avenue to Kellogg Avenue
c. Los Carneros Road from 500’ North of Hollister Avenue to Calle Koral
d. Calle Real from La Patera Lane to Fairview Avenue

Daytime work hours shall be between 7:30 am to 4:30 pm.
DIVISION II GENERAL CONSTRUCTION

12 TEMPORARY TRAFFIC CONTROL

Add to Section 12-1 General

A traffic control system shall consist of signing, flagging, using of pilot vehicles and/or closing traffic lanes or streets in accordance with the details shown on the Standard Plans, the provisions of Sections 7-1.03, Public Convenience and 7-1.04 Public Safety of the Standard Specifications, the Manual on Uniform Traffic Control Devices and the California supplement, and these Special Provisions. The traffic control system shall provide for the convenience and safety of both vehicles and pedestrians. Nothing in these Special Provisions shall be construed as relieving the Contractor from responsibility as provided in said Sections.

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

At no time without prior permission of the City of Goleta shall any roadway be closed to vehicular traffic. Alternative path/walkways shall be provided by the contractor to maintain pedestrian traffic at all times.

All traffic coordination will require the City Engineer’s approval seventy-two (72) hours prior to placing of any traffic restrictions. Open trenches located within the right-of-way shall, at a minimum, be delineated with type I or II barricades which conform to Section 12-3.02, “Barricades” of the Standard Specifications, Caltrans Standard Plan A73C, and these Special Provisions. Barricades placed during hours of darkness shall be equipped with operational Type A Low Intensity Flashing Warning Lights. “Open Trench” [C27] signs shall be placed in advance of and at 100 foot intervals in all work zones containing an open trench or abrupt drop within 10 feet of the traveled way. When work is not actively in progress, two inch wide yellow plastic tape labeled “Caution” shall be used to delineate all open trenches or abrupt drops within the construction area. Steel plates shall be used to cover open trenches within five feet of any public traffic or deeper than three feet.

Add to Section 12-4 Maintaining Traffic

General

Except as otherwise provided, the full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays, and designated legal holidays and when construction operations are not actively in progress.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of work may be permitted upon the written request of the
Contractor if, in the opinion of the Engineer, public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated approval. All other modifications will be made by contract change order.

Traffic Control Plan

The Contractor shall, ten (10) days prior to start of construction, submit to the Engineer for approval a detailed plan for traffic control during the various construction operations. The Contractor's attention is directed to the requirements and provisions of the Manual on Uniform Traffic Control Devices and the California supplement.

The Traffic Control Plan shall be reviewed and approved by the City Engineer before Work can proceed.

No construction operations shall commence without prior written approval of the Traffic Control Plan by the Engineer.

A Traffic Control Plan must be submitted and shall be detailed to show how traffic will be routed through and around the construction operations. The plan shall show: all required equipment, barricading, flagmen, use of pilot vehicles, signing, tapers, and other Traffic Control System components as may be required to maintain traffic circulation. The plan shall show in detail how traffic will be routed through and around the construction site, including traffic from cross streets, alleys, and private driveways. The plan shall also show the location of placement for signs that will provide advance warning to through traffic of street closure.

The proposed scheduling for posting of Parking Restriction shall be included as part of the Traffic Control Plan submitted. The Traffic Control Plan shall be prepared in accordance with the Manual on Uniform Traffic Control Devices and the California supplement.

The Engineer may require field alterations of the traffic control plan as necessary to provide for the convenience of public traffic. The Contractor shall place, relocate or remove components of the traffic control system when directed by the Engineer, at no additional cost. Failure to comply with the approved traffic control plan and any direction of the Engineer will be grounds for immediate suspension of the construction operation until such changes are made by the Contractor.

As an integral part of the Traffic Control Plan, the Contractor shall designate one person as lead for traffic control, and that person shall be on the job site and available to the Engineer at all times during construction. The traffic lead shall be responsible for the proper placement and operation of all traffic control components and have available sufficient additional traffic control equipment in order to quickly execute any field changes as directed by the Engineer for the convenience of public traffic. The traffic lead shall know and understand the Manual on Uniform Traffic Control Devices and the California supplement, especially understanding the proper placement and maintenance of a traffic control system. The traffic control lead shall have adequate resources to promptly place or remove any traffic control components as directed by the Engineer.
The Contractor shall furnish the City of Goleta with the written names and phone numbers of the personnel to be contacted after hours for hazardous conditions to traffic that may require additional protective measures. Failure to respond to reasonable requests for additional night-time protection to traffic will result in the Agency causing the work to be performed by others and costs withheld from monies due.

The Contractor shall notify the Engineer of the intent to begin work at least five (5) days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make all arrangements relative to keeping the working area clear of parked vehicles.

Payment

Payment for providing, updating, and implementing the traffic control plan is included in the payment for Traffic Control.

Public Notification

The Contractor shall deliver a written notification to each adjacent business or residence 72 hours prior to work fronting their property. Such notices shall at a minimum give the start date of the work, daily schedule for the proposed work, typical parking restriction for the work, the times of any restricted driveway access, the Contractor’s representative and phone number, the City representative and phone number, along with any other information requested by the Engineer.

Contractor notice shall be in the format of door hangers (14 inches by 4 inches, 110 Springhill Index or equivalent) and be hung at the main door of each residence or business impacted by the work. A sample door hanger notice is included as a part of this specification (see Appendix E). When required by the Engineer, the text of such notices shall be printed in English with the reverse in Spanish. Where apartment complexes and office complexes are affected by the work the Contractor shall deliver notices to each tenant. Posting notices on a common mailbox will not be considered acceptable notification.

The Contractor shall notify the property owners about planned work not less that forty eight (48) hours in advance and shall make all necessary arrangements to provide, at the Contractor’s expense, vehicular access to driveways, parking areas, and private properties.

Payment

Payment for conforming to all provisions of this Section, "Public Notification", is included in the payment for Traffic Control.

Parking Restrictions

Parking restriction (no parking) signs posted by the Contractor shall be of heavy card stock and not less than 1.75 square feet of surface area on the face. Background color
shall be white and letter shall be printed in red water resistant ink except that day, date, and time of restriction may be printed in black, water resistant ink. The signs shall be printed with the words "Tow Away" and "No Parking" with a character height of not less than 1.5 inches and a stroke width of not less than 0.2 inches. The day, date, and time of the particular restriction shall be printed or attached below the above-mentioned wording in characters of not less than 1 inch in height and 0.15 inches in stroke width. The day of the week shall be written out or properly abbreviated with three to four letters; date or dates of restriction shall be listed completely; the beginning and ending times shall be clearly listed on the sign. Each sign shall also list the name of the Contractor and the Contractor’s local phone number in characters of not less than 0.75 inch height; the Contractor shall staff such phone lines to answer all phone inquiries by the public between the hours of 7 a.m. and 6 p.m. during the course of construction. Alternate no parking signs will be considered by the Engineer and shall include all of the above information and shall conform to one of the following combinations of standard sign plates: R26D + R30TA + R26E or R30TA + R30.

Signs shall be mounted such that the words 'No Parking' are at an elevation at least three feet and not more than seven feet above the adjacent flow line. Signs may be tied with string to trees and power poles, taped to existing sign poles, or mounted to stakes or barricades as provided by the Contractor. The signs shall be placed as needed to control the parking of cars within the construction zone; signs shall be placed at intervals of 75 feet or less along each side of the roadway for parallel parking and 40 feet or less for angle parking.

Signs shall be posted (depicting dates and times) and maintained by the Contractor for a minimum period of 72 hours prior to the restrictions becoming effective. The Contractor may only post parking restrictions, which are effective for the actual day of work as shown on the weekly schedule of work. The Contractor shall immediately place new signs when work is delayed or schedule changes. Upon completion of the work, all signs, stakes, and barricades shall be promptly and completely removed and disposed by the Contractor. The Contractor shall promptly reset or replace all missing, damaged or defective signs.

The Contractor shall be fully responsible for the adequate removal of all parked cars. All vehicle removal shall be coordinated by the Contractor with the Public Works Inspector. The Contractor shall notify the Public Works Inspector at (805) 968-6851 and the Police Communications Center at (805) 681-4100 upon posting of the parking restrictions for a particular street. For removal of parked vehicles, the Contractor shall notify the Public Works Inspector at (805) 968-6851 not less than two hours prior to the needed removal with the address nearest the parked vehicle, make, model, color, and license number. The City shall not be responsible for any delay or additional cost associated with the removal of parked cars, which obstruct the construction operation. If a vehicle owner successfully contests a towing citation in court, and the citation is dismissed for caused related to the Contractor’s failure to perform the requirements of this section, the Contractor shall reimburse the City for the cost of any claims associated with the towing citation and actual towing.
Payment

If, due to a change in the Contractor's work schedule, a change in sign posting is required all labor, equipment, and materials required for second and subsequent postings shall be furnished at the Contractor's sole expense.

Payment for parking control and posting parking restrictions is included in the payment for Traffic Control

Add to Section 12-5 Traffic Control System For Lane Closure

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

Traffic control shall be provided until areas of digout and remove and replace are paved back for the day and Type II PAVEMENT placed for the day has broken and been rolled per section 37-3.03D(4)(b) of these Special Provisions.

Upon completion of the work requiring traffic control, all components of the traffic control system shall be removed from the site of the work.

At no time without prior permission of the City of Goleta shall any roadway be closed to vehicular traffic.

Sidewalk closures shall include advance warning signs indicating the closure located at each adjacent intersection. Sidewalks on both sides of a street in the same block shall not be closed or removed simultaneously. Pedestrian detour signage shall be clearly posted to alert pedestrians of closed pedestrian path due to concrete repairs. Contractor’s vehicles and equipment may not block the pedestrian detours.

13 WATER POLLUTION CONTROL

Replace Section 13-3.01A Summary with the following:

Stormwater Pollution Prevention Plan

The Contractor shall provide a Qualified SWPPP Developer (QSD) created Storm Water Pollution Prevention Plan (SWPPP) or a Water Pollution Control Program (WPCP) which describes in specific detail the Contractor’s responsibilities to prevent contamination of the storm water collection system. The plan shall address both common construction activities and extraordinary events and meets the requirements of the City of Goleta Stormwater Guidance Document and the “National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges associated with construction activity. The plan shall address the prevention of particulates or
pollutants from entering the storm water system from the job site, whether due to routine operations or spills. Work also includes but is not limited to, filing of a Notice of Intent with the State Water Resources Control Board, processing the NOI through the State SMARTS system, and assessing the project Risk Level.

Water pollution control work includes implementation, inspection maintenance and removal of all Best Management Practices (BMP) devices as outlined in the SWPPP or WPCP and as directed by the Engineer.

Construction Stormwater Monitoring work includes, but is not limited to, providing a Qualified SWPPP Practitioner (QSP) for implementation, and following the aspects of Order No. 2009-009-DWQ, 2010-0014-DWQ and any applicable amendments, under direction of the City.

The Contractor shall provide continuously at the jobsite all of the tools, equipment, and materials necessary to implement the SWPPP or WPCP at all times from project initiation through completion, including any punch list or warranty work on the project.

(a) The Contractor shall submit the following:

1) One (1) final hard copy of the approved SWPPP or WPCP bound in a hard binder
2) One (1) final electronic copy of the approved SWPPP or WPCP on a CD or DVD
3) Daily and weekly inspection logs of SWPPP or WPCP adherence and BMPs
4) A Letter of Certification certifying all contaminated materials were removed from the site and disposed of properly according to CA state laws and regulations

(b) Protection of Existing Storm Water System:

As the first order of work, the Contractor shall protect the existing storm water system for entrance of particulates and pollutants. Such protection shall include implementing the BMPs as outlined in the SWPPP.

In addition to the BMPs outlined in the City of Goleta Stormwater Guidance Document, the protection system shall have a minimum of three features:

1) A particulate filter of geosynthetic material securely fastened in place such that it cannot be bypassed without significant physical damage,
2) A prefilter for the particulate filter, and
3) On-hand materials to close off the inlet or opening in the case of a significant pollution spill.

(c) Materials Storage Areas:

All materials and/or equipment storage areas where liquid construction materials such as asphalt emulsions, paving oils, seal coat materials, etc.
shall be protected by a physical barrier capable of containing the entire volume of stored liquid materials. During active construction activities, portions of the barrier may be removed for access. However, the barrier materials must be readily accessible for replacement by on-site construction personnel. The barrier must be in place at all times during the absence of Contractor personnel at the storage site.

(d) System Inspection and Maintenance:

The Contractor shall inspect and repair/replace any damaged or clogged element on a daily basis. During periods of precipitation where any runoff occurs, the system shall be checked twice a day, each day, whether or not any work has been performed. The daily checks shall be between 6 to 9 AM and 4 to 8 PM.

The Contractor shall provide a monitoring log of each inspection.

(e) Non-Storm Spills or Pollution:

The SWPPP shall address practices for cleanup of spilled or leaked pollutants such as hydraulic oil from damaged or leaking equipment. The plan shall include readily available equipment and materials to contain and absorb the pollutants, collection of these materials, and disposal of the materials to an approved disposal site. The plan shall include ultimate disposal from the Contractor’s yard.

The Contractor shall keep a record of any spills on the daily inspection logs. In addition, at the end of the project, the Contractor must certify that all contaminated materials have been properly disposed in accordance with the SWPPP.

(f) The Contractor shall allow authorized agents of the California Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency and the City of Goleta to:

1. Enter upon the construction site(s) and the Contractor’s facilities pertinent to the work.
2. Have access to and copy records that must be kept as specified in the Permit.
3. Inspect the construction site and related soil stabilization practices and sediment control measures
4. Sample or monitor for the purpose of ensuring compliance with the Permit.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor or otherwise access the project site or the Contractor’s records.
The Contractor shall be responsible for the costs and for liabilities imposed by law as a result of the Contractor’s failure to comply with the provisions set forth in this section, “Erosion, Sediment and Water Pollution Control,” including but not limited to compliance with the applicable provisions of the Federal, State, and local regulations. For the purposes of this paragraph, costs and liabilities include, but are not limited to, fines, penalties and damages, whether assessed against the City or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

**Replace Section 13-10.04 PAYMENT**

The Contractor shall be paid for the work of preparing, implementing, inspecting, maintaining, and removing the SWPPP or WPCP on a lump sum basis as indicated in the Bid Schedule.

In addition, failure to perform and document the required daily inspections shall result in a daily penalty of $250.00 per calendar day. The imposition of the penalty shall not relieve the Contractor of any obligations of these project requirements.

Payment for the work involved under the bid item for the SWPPP or WPCP may be made on a partial payment system based on the completion of the following stages of the work:

<table>
<thead>
<tr>
<th>Work Description</th>
<th>Payment Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Develop plan</td>
<td>10% of bid price</td>
</tr>
<tr>
<td>Initial plan implementation</td>
<td>10% of bid price</td>
</tr>
<tr>
<td>Removal of BMP’s at completion</td>
<td>10% of bid price</td>
</tr>
<tr>
<td>Inspection and Maintenance of SWPPP or WPCP</td>
<td>70% of bid price/contract time in calendar days</td>
</tr>
</tbody>
</table>

**15 EXISTING FACILITIES**

**Add to Section 15 -1.01 GENERAL**

All pavement maintenance areas and estimated quantities are as specified in Appendix A. The City will make payment for the various items of pavement maintenance based upon the dimensions and quantities specified in Appendix A and Appendix B and verified in the field. Any pavement maintenance areas which differ from the noted dimensions shall be brought to the attention of the Engineer in writing.
Add to Section 15 - 1.03 CONSTRUCTION

If the area of removal has had roots or other materials removed the void shall be filled with aggregate base, sand or native materials as appropriate.

Add to Section 15-2.02B(1) - General

Prior to removing asphalt, the area to be removed shall be approved by the City Inspector. Contractor shall not begin digouts on both sides of a street simultaneously without prior approval from the City Inspector.

The pavement areas designated to be replaced shall be removed to a uniform depth as specified, and may be removed either by cold planing or by full depth sawcutting and mechanical removal. Sawcutting is not necessary if the pavement is removed by cold planing. Sawcut lines on a radius shall be neat and in general, match the circular shape of the radius. Jagged or flattened cuts will not be accepted. Any broken or damaged pavement edges shall be re-cut prior to paving. All removed material shall be cleared from the site.

If necessary, unclassified excavation of unsuitable material shall be removed and legally disposed of off-site.

At the end of each working day for any open excavation, material shall be placed and compacted against the vertical cuts to bring excavation up to grade. In the vehicular travel way, asphaltic material, compacted miscellaneous base or plating may be used. If plates are used they must be secured in place.

Add to Section 15-2.02B(3) – Cold Planing Asphalt Concrete Pavement:

Cold planing shall include all work necessary to remove existing asphalt and/or concrete pavement to a predetermined depth as indicated on the drawings. The work includes, but is not limited to, removal of the existing pavement adjacent to gutters, cross gutters, ends of overlays, equipment crossings, railroad crossings, and bridge approaches.

Existing pavement surface on roadways to be milled prior to pavement inlay shall be cold planed as specified herein.

Keycuts

Cold planing along existing gutters at the edges of roadways will typically be "Keycut Type A" as listed in the Bid Schedule. Cold planing of the pavement edge at cross gutters, across commercial driveways, at equipment crossings, at bridge approaches, or at the end of overlays will typically be "Keycut Type B" as listed in the Bid Schedule.

On roadways to be cold planed for keycuts, the Contractor shall remove material as shown in the keycut details in the plans. Remaining material around utility covers and at gutter lips shall be removed to the depth of the adjacent milled surface after completion of cold planing. If pavement against utility covers, gutter lips, or other features cannot be removed by the cold planing machine, the Contractor shall use other means to remove this material.
Tolerances

The pavement surface after cold planing shall be uniformly rough. The grade shall not deviate from a suitable straight edge more than 1/4 inch at any point. When multiple passes are required to create the cold planed surface, the maximum variation from a stringline or straight edge shall be 1/4 inch high to 1/2 inch low. High points out of tolerance shall be replaned to fall within tolerance. Low areas shall be filled with asphalt concrete as specified herein to meet tolerances. The cost of such correction of low areas shall be entirely the Contractor’s.

Removal and Disposal of Material

During the cold planing operation, the Contractor shall sweep the roadway with mechanical equipment and remove all loosened material from the project site until completion of the removal work.

Materials removed using cold planing methods shall become the property of the Contractor, and shall be disposed of in accordance with local rules and regulations.

In addition to removing the cold planed asphalt concrete, the Contractor shall remove any slurry seal or asphalt concrete which is adhered to the top of the adjacent gutter, cross gutter, or spandrel.

Air Pollution Control

The Contractor shall take all necessary measures to avoid the dispersion of dust. Attention is directed to Section 14-9.02 “Air Pollution Control” of the Standard Specifications.

Cold planing may be used for pavement removal in advance of pavement digouts or removal and replacement.

Replace Section 15-2.02B(4)(b) with the following:

Payment for removal and disposal of all soil, rubble, rock, base, roots, aggregate base, and similar materials required for the construction of asphalt improvements, shall be considered as included in the contract unit price paid for the items Digout or Remove and Replace HMA, or Keycut.

The contract price paid per linear foot for “Keycut A” and “Keycut B” shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections. No additional compensation will be allowed therefor.

Add to Section 15-2.10B – Adjust Frames, Covers, Grates and Manholes:

Lowering Utility Covers: Prior to cold planing on streets to have a uniform depth of the existing surface removed, all utility covers shall be lowered such that the cutting teeth of the planing machine passes over the adjusted lid without causing damage to the lid or frame. Contractor shall be responsible for maintaining any temporary asphalt fill material over these facilities until the final paving surface is installed. The Contractor shall clearly mark or reference lowered sanitary sewer and water valves in case emergency access is required by the agency responsible for operation of the sewer and water system.
**Schedule:** Storm drain manholes shall be adjusted to finish grade within 72 hours after the placement of the final surface paving on each individual street segment. If several lifts of pavement are to be placed, the manholes shall be raised if the paving operation ceases for more than 72 hours as approved by the engineer.

Dirt, rocks or debris shall not be permitted to enter sewer or storm drain lines. When manhole adjustment involves excavation or concrete removal, a temporary cover shall be placed to prevent entry of material into the manhole, sewer and storm drain pipes.

**DIVISION III GRADING**

**19 EARTHWORK**

**Replace Section 19-2.02 Materials with**

Material for shoulder backing shall be crushed Class 2 aggregate subbase, Class 2 aggregate base, pavement grindings from this project, pulverized aggregate base from this project if applicable, or a combination of the above; and shall conform to Sections 25 and 26 of the Standard Specifications. All grindings larger than two inches shall be removed from the surface of the completed shoulder backing.

**Imported Topsoil**

1. Fertile, loose, friable soil meeting the following criteria:
   a. pH between 5.5 and 7.7
   b. Soluble Salts - less than 2.0 mmhos/cm
   c. Sodium Absorption Ration (SAR) - less than 3.0
   d. Organic Matter - greater than 1 percent

2. Physical Characteristics:
   a. Gradation as defined by USDA triangle of physical characteristics as measured by hydrometer.
      
      Sand - 15 to 60 percent
      Silt - 10 to 60 percent
      Clay - 5 to 30 percent
   b. Clean and free from toxic minerals and chemicals, noxious weeds, rocks larger than 1-1/2 inches in any dimensions, and other objectionable materials.
   c. Soil shall not contain more than 2 percent of particles measuring over 2.0 mm in largest size.

**Add to Section 19-9.03 - Construction:**
Drainage Patterns

Existing roadside drainage patterns shall be maintained. Where unusual shoulder conditions not represented by the typical details are encountered, the Contractor shall notify the Engineer 24 hours in advance of shoulder work. The Engineer will specify the adjustments to be used to ensure that drainage patterns are maintained.

Schedule

Shoulder backing shall start no sooner than three calendar days and shall be completed no more than seven calendar days after completion of the adjacent paving.

Replace Section 19-9.04 – Payment with the following:

The contract price paid per linear foot for “Shoulder Backing” shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections. No additional compensation will be allowed therefor.

20 LANDSCAPE

Add to Section 20-2.03D Maintain Existing Planted Areas

Removal of any and all tree roots necessary for pavement repairs shall be done by hand at the direction of the City Inspector and/or the City Arborist. No mechanized root pruning shall be allowed. Cut roots cleanly after excavation with clean, sharp tools, to promote callus formation and wound closure. No more than 25% of the root system can be pruned on any one side of the tree.

Any lines, conduits, and services damaged by the Contractor shall be repaired and service restored immediately at the Contractor’s expense. All parkway areas not included in the landscape planting areas shall be restored with backfill and re-grading.

Wherever possible, root pruning should only be performed on one side of a tree at a time, meaning on the sidewalk side or the street side, but not both unless specifically authorized by the, City Arborist.

If the trunk of a tree whose roots are to be pruned is of such a size that sidewalk replacement will not be possible, then the Public Works Inspector may authorize that a sidewalk be narrowed or curved so as to allow room for the trunk to remain uncut.

The Contractor shall be fully responsible for requesting coordination with the City Arborist for the pruning or removal of any Street tree which obstructs the construction operation. Pruning or removal of shrubs, whether owned by the City or by others, which obstructs the construction operation shall be coordinated with the City Inspector.

If the Engineer determines that the root pruning was performed improperly, and the City Arborist determines that the stability or health of the tree is threatened, the Contractor shall remove the tree and replace it at the Contractor’s expense with an approved
equivalent size tree or trees based upon the height and trunk diameter of the damaged tree.

**Replace Section 20-2.04 Payment**

Payment for providing root pruning shall be considered as included in the contract unit price paid for the item Prune & Remove Tree Roots.

**DIVISION IV SUBBASES AND BASES**

**27 CEMENT TREATED BASES**

**Add to Section 27-1.02 Material**

The cement content of the soil shall be $3.0 \pm 0.5$ percent by dry weight.

**Add to Section 27-1.03 Construction**

**General Application:** The spread rate shall be confirmed on each lift for each row of cement application until uniformity is confirmed to the Soils Engineer’s satisfaction. Thereafter, the engineer shall confirm cement application as needed to confirm uniformity.

**Compaction:** Compact in 12-inch maximum lifts to 95 percent relative compaction at or above optimum moisture as determined by Cal Test 216.

The maximum compacted thickness of a single layer may be increased provided the Contractor can demonstrate to the Soils Engineer that the equipment and method of operation will provide uniform distribution of the cement and the required compaction density throughout the layer.

**Tolerances:** Completed cement soil treated section after compaction and trimming shall be equal to the design thickness. The minimum thickness shall be the design thickness minus 1 inch.

**Thickness/Uniformity Verification:** Immediately after trimming and compaction are completed, excavate test pits. At locations selected by Soils Engineer, excavate a test pit for each 3,000 square feet of treated area. Test pits shall be 1 ft. by 1 ft. minimum, through cement-treated section. Backfill with cement treated material and compact immediately after verification of thickness and uniformity by Inspector.

**Curing:** If not covered by hot mix asphalt or aggregate base within 48 hours, the exposed cement stabilized soil subgrade shall be covered with the appropriate emulsion seal as described in Section 24-2.02D within 24 hours of completing cement stabilization.

**Protection:** Contractors shall maintain the subgrade in a smooth, compacted condition until placement of aggregate or hot mix asphalt. Any damage to the cement-treated subgrade shall be repaired by immediately replacing with similar cement-treated material within 24 hours after damage.
After compaction, only rubber-tired vehicles or paving equipment shall be permitted on the cement-treated surface.

**Special instructions for construction timing on cement soil treatment streets:**

The contractor shall not commence work on cement soil treatment streets until there is a forecasted two-week (14 calendar day) window of dry weather (0% precipitation). The contractor must complete all paving work within the two-week window. Paving work consists of pulverizing existing pavement, base, and native sections to a depth of 11 inches, removal of 4 inches of the existing pavement section, cement treatment of the underlying subgrade to a depth of 7 inches, and placement of the 2 inch HMA base course and 2 inch HMA surface course. The schedule for this work will be reviewed and approved by the City prior to the commencement of work.

**Add to Section 27-1.04 Payment**

The contract price paid per square foot for “Cement Treat Soil to 7” Depth” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Cement Treat Soil to 7” Depth, complete in place, including breaking-up, mixing, spreading, compacting, trimming, curing and protecting treated soil, as shown on the plans, as specified in the Standard Specifications and in these special provisions, and as directed by the Engineer.

**DIVISION V  SURFACING AND PAVEMENTS**

**37 BITUMINOUS SEALS**

Replace Section 37-2.02C Asphalitic Emulsion for Fog Seal Coat with

The asphalt binder emulsion for use as a fog seal shall be SS-1h, and conform to Section 94.

If additional water is added to the asphaltic emulsion, the resultant mixture must not be more than 1 part asphaltic emulsion to 1 part water.

Replace Section 37-2.03F(2) Asphalitic Emulsion for Fog Seal Coat with

**Project Environmental Requirements**

Apply sealer at ambient temperatures between 60 and 100 degrees F. Do not apply sealer over wet pavement or when precipitation is imminent.
Equipment
Apply fog seal with a calibrated distributor truck complying with Section 93-1.03C of the Standard Specifications.
Prior to applying fog seal, demonstrate that all nozzles are operational by shooting a test pass onto protective material such as plastic. Legally dispose of protective material.
Spray nozzles shall be 1/8” to 3/16” in size.

Dilution Rate
a. Dilute emulsion to a ratio which will provide the following residual application rates:
   1. Roadways- 0.02 to 0.03 gal/sqy
   2. Pedestrian and Bicycle Paths – 0.03 to 0.05 gal/sqy.

b. If the application rate results in the fog seal running on slopes, the application shall be performed in a two-step application to avoid the fog seal running into gutters or off the road. Contractor shall determine best dilution rate to achieve uniform application while achieving residual application rates.

c. Applicator shall have dilution submittal on site prior to performing any work.

Replace Section 37-2.04 Payment with
Payment for fog seal shall be paid on a unit cost basis as identified in the Bid Schedule.

The above contract unit cost shall be considered full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections. No additional compensation will be allowed therefor.

39 HOT MIX ASPHALT

Add to Section 39 Hot Mix Asphalt
If the area of removal has had roots or other materials removed the void shall be filled in with aggregate base or full depth hot mix asphalt (HMA).
This work includes producing and placing HMA surface course using modified Standard Process, and placing Minor Hot Mix Asphalt using the Method Process as indicated herein.

Add to Section 39-1.02B Tack Coat
All vertical edges to be paved against shall be tack coated. These include, but are not limited to, curb faces, gutter lips, swale edges, cross gutter edges, and asphalt concrete edges.

Add to Section 39-1.02C Asphalt Binder
The grade of asphalt binder mixed with aggregate for all HMA Type A shall be PG 64-10.
Add to Section 39-1.03 Hot Mix Asphalt Mix Design Requirements

Generally, the hot mix asphalt to be used will be as follows unless specified in the special provision or modified by the Engineer:

**Base Courses:** 1/2 inch Type A, hot mix asphalt or at the contractor option, 3/4 inch Type A, hot mix asphalt may be used for base courses greater than 2-1/2 inches (0.21 feet).

**Leveling Courses:**
- 3/8 inch Type A hot mix asphalt for leveling courses of 1 inch (0.06 feet) or less.
- 1/2 inch Maximum, Type A, hot mix asphalt for leveling courses greater than 1 inch (0.08 feet).

**Surface Courses:** 1/2 inch Type A, hot mix asphalt

**TSR to be minimum 70 in accordance with CTM 371.**

The material for skin patch areas shall be 3/8" Type A or sheet mix with PG 64-10.

Submit JMF information on Form CEM-3511 and Form CEM-3512. Submit Form CEM-3513 or CEM-3514 for mixes that have been verified within last 12 months. Provide most recent CEM-3513 if mix has not been verified within the last 12 months. For unverified mixes or out of date mix tests, final acceptance will be based on production startup tests and Contractor will be paving at their own risk.

Submit Quality Control Plan that conforms to the current Caltrans Quality Control Plan Review Checklist for Hot Mix Asphalt. Allow 20 calendar days for review.

The grade of asphalt for TMO shall be PG 76-22TR.

Aggregate and Hot Mix Asphalt shall conform to the design requirements for a 3/8-inch Type A mix in the 2010 Caltrans Standard Specifications.

Test 3/8-inch HMA-A with the Hamburg Wheel Track Tester under AASHTO T324 with the following modifications:

1. Target air voids must equal 7.0 ± 1.0 percent
2. Specimen height must be 60 ± 1 mm
3. Number of test specimens must be 4 to run 2 tests
4. Do not average the 2 test results
5. Test specimen must be a 150 mm gyratory compacted specimen
6. Test temperature must be set at:
   6.1. 113 ± 2 degrees F for PG 58
   6.2. 122 ± 2 degrees F for PG 64
6.3. 131 ± 2 degrees F for PG 70 and above

7. Measurements for impression must be taken at every 100 passes along the total length of the sample

8. Inflection point is the number of wheel passes at the intersection of the creep slope and the stripping slope at maximum rut depth

9. Testing shut off must be set at a minimum of 25,000 passes

10. Submersion time for samples must not exceed 4 hours

Minimum number of passes before reaching a rut depth of 0.50 inches must be 20,000.

Minimum number of passes before reaching a stripping inflection point must be 12,500.

Tack coat shall be utilized and shall be either emulsified asphalt Grade RS-1, RS-1h, SS-1, or SS-1h conforming to Section 94, ‘Asphaltic Emulsions,’ or paving grade asphalt conforming to Section 92, ‘Asphalt Binders.’

Seal all cracks prior to placing HMA. All cold joints, both longitudinal and transverse, shall be heated with a torch immediately prior to paving. Cold joints include previous passes placed more than three hours prior. All cold joints shall be tack coated. Rolling shall be performed as indicated in the referenced Caltrans specifications for “Standard” placement except that a pneumatic tired roller shall be optional. The roller water shall contain a soap type compound to prevent sticking of the HMA material to the rollers.

AGGREGATE

The aggregate for digouts shall be HMA Type A and must comply with 1/2” or 3/4” grading. The aggregate for digout surface courses shall be HMA Type A and must comply with 1/2” grading.

The aggregate for the leveling course shall be HMA Type A and must comply with the 3/8” grading.

Replace Section 39-1.04 Contractor Quality Control with the following

The HMA shall be verified by the engineer prior to placement on jobsite. If agreed to by the Contractor and the Engineer the production start-up may be used for verification. If the production start-up is used for verification the Engineer may require removal and replacement of the HMA, at his discretion, in the event of verification failure.

Contractor quality control testing is optional. However, if the contractor fails to submit quality control results to the engineer within 72 hours of HMA placement, the contractor waves all rights to dispute the Engineer’s results. In the event of asphalt binder or Hamburg wheel track testing by the Engineer, the contractor has 5 days to submit their test results from the time the Engineer informs the contractor that he is performing testing or the contractor waves the right to dispute the Engineer’s results.

The Engineer shall test for conformance with aggregate quality characteristics at the beginning of the project.
The Engineer shall test air void content, Hveem stability, and Voids in Mineral Aggregate (VMA) a minimum of once per day.

The Engineer may test HMA sample for conformance with the design Hamburg Wheel Testing (AASHTO T324 (modified)) requirements at his discretion.

The Engineer may sample the asphalt concrete from truck beds at the plant, from the hopper of the spreading machine, or from the completed mat at the discretion of the Engineer. The Contractor shall facilitate the sampling process.

Replace Section 39-1.09D Geosynthetic Pavement Interlayer with:

**GENERAL**

The work shall consist of cleaning the surface to receive fabric, filling cracks, skin patching over all alligator cracking, placing asphalt binder, supplying and placing the pavement reinforcing fabric and protecting the work until the asphalt concrete overlay or surfacing is constructed.

**MATERIALS**

Pavement reinforcing fabric shall be non-woven bonded polyester, polypropylene, or polypropylene/nylon materials and shall conform to the following specifications when tested as shown:

<table>
<thead>
<tr>
<th>Item</th>
<th>Test Method</th>
<th>Result</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weight in ounces per (SY)</td>
<td>ASTM D5261</td>
<td>4.1 ounces, minimum</td>
</tr>
<tr>
<td>Tensile strength (Lbs.)</td>
<td>ASTM D4632</td>
<td>101 pounds, minimum</td>
</tr>
<tr>
<td>Elongation at break (%)</td>
<td>ASTM D4632</td>
<td>50 percent, minimum</td>
</tr>
</tbody>
</table>

Pavement Reinforcing Fabric shall be Petromat 4598 by Propex Fabrics, or approved equivalent.

**Contractor Note:** This is a heavier fabric than normal. Verify the difference in cost with your supplier.

Asphalt binder applied to areas designated by the Engineer for pavement reinforcing fabric shall be PG 64-10 conforming to the provisions of Section 92, “Asphalts”, of the Standard Specifications, and these Special Provisions.

Thirty (30) mesh sand shall be available on site during fabric placement for distributing over areas of excessive tack.

**CONSTRUCTION**

**Surface Preparation**
The specified leveling course will prepare the surface for the placement of pavement fabric.

After placement of the leveling course, the surface shall be cleaned of all loose debris and residue including dirt or soil, oil, and other foreign substances. The entire surface shall be dry prior to placement of the asphalt cement tack coat.

**Tack Coat**

The asphalt emulsion tack coat shall be placed with a calibrated distributor truck. The application temperature of the asphalt emulsion shall be 300 degrees Fahrenheit minimum and 375 degrees Fahrenheit maximum.

The rate of tack coat application will depend on the porosity of the existing pavement. The rate shall be generally between 0.25 and 0.30 gallons per square yard. On steep grades, in intersections, or other zones where vehicle speed change is commonplace, the application rate shall be reduced to 0.22 gallons per square yard.

The width of application shall be the width of the fabric plus two to six inches. Asphalt emulsion drools or spills shall be removed. Areas of excessive tack on the fabric shall have sand broadcast for absorption.

**Fabric Installation**

The fabric shall not be placed onto the tack coat until the binder has cooled to below 150 degrees Fahrenheit. The fabric shall be placed using a tractor mounted application device. Truck mounted application devices shall not be used.

The pavement reinforcing fabric shall be placed the same day that the asphalt concrete overlay is placed.

The fabric shall be protected from ultraviolet rays until placed. Wherever possible, the fabric shall be placed with a mechanized broom assembly attached to a tractor. Placement of fabric by hand shall be avoided where possible.

The fabric shall be placed with the bearded or “fuzzy” side unwound into the asphalt cement, and it shall be stretched, aligned, and placed with no wrinkles at the lap. The test for wrinkles shall be made by gathering together the fabric in a fold. If the height of the doubled portion of the extra fabric is 1/2 inch or more, the Contractor shall cut the fabric to remove the wrinkle and place 0.20 gallons per square yard of additional tack coat and place additional fabric so there is a four inch minimum lap around the cut.

If manual laydown methods are used, the fabric shall be unrolled, stretched, aligned, and placed in maximum increments of approximately thirty feet.

Adjacent borders of the fabric shall be lapped two to four inches. The preceding roll shall lap two to four inches over the following roll in the direction of paving at ends of rolls or at any break. The fabric shall be stretched, aligned, and placed with no wrinkles at the lap. The fabric shall be placed within twelve inches of all vertical edges.

Seating of the fabric with rolling equipment after placing will be permitted. Turning of the paving machine and other vehicles shall be gradual and kept to a minimum to avoid
damage. The fabric shall be kept dry from water. Any water-saturated fabric shall be either dried or removed and replaced.

A small quantity of sand may be spread over the fabric if allowed or directed by the Engineer. Furnishing and spreading of sand as directed by the Engineer shall be considered part of the work and no additional compensation will be allowed therefor.

Any tack coat drools or spots shall be removed by heating and scraping prior to fabric placement. Sand shall be used as a blotter on drools or spots after fabric placement.

MEASUREMENT AND PAYMENT

Measurement and payment for pavement reinforcing fabric shall be paid on a unit cost basis as identified in the Bid Schedule.

The above contract unit cost shall be considered full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections. No additional compensation will be allowed therefor.

Add to Section 39-1.11 Transporting, Spreading and Compacting:

The number of rollers required for each paving operation shall be such that all rolling for density can be completed before the temperature of the hot mix asphalt mixture drops below 240 degrees Fahrenheit.

Breakdown rolling shall commence when the hot mix asphalt is placed. Rolling shall be accomplished with the drive wheel forward and with the advance and return passes in the same line.

The CONTRACTOR shall have hand-compaction equipment immediately available for compacting all areas inaccessible to rollers. Hand-compaction shall be performed concurrently with breakdown rolling. If for any reason hand-compaction falls behind breakdown rolling, further placement of hot mix asphalt shall be suspended until hand-compaction is caught up. Hand-compaction includes vibraplates and hand tampers. Hand torches shall be available for rework of areas which have cooled.

After compaction, the surface texture of all hand work areas shall match the surface texture of the machine placed mat. Any coarse or segregated areas shall be corrected immediately upon discovery. Failure to immediately address these areas shall cause suspension of hot mix asphalt placement until the areas are satisfactorily addressed, unless otherwise allowed by the Engineer.

Modify Section 39-2.03 ACCEPTANCE CRITERIA with the following:

Testing

Sublots to determine compaction testing shall be based on the following:

- Each 750 tons, or part thereof, placed on an individual street in a paving day. If over 750 tons are placed in a single paving day on an individual
street, up to 150 tons over 750 tons can be moved into the previous 750 ton sublot.

- If multiple streets are paved in a day, each street will be considered its own sublot with multiple sublots on streets where greater than 750 tons are placed.

The in-place density shall be between 92.0 percent and 97.0 percent of maximum theoretical unit weight using a nuclear gauge. Gauge compaction testing shall be performed in accordance with CTM 375. Final compaction is based on the average nuclear gauge results for the sublot. The nuclear gauge will be core correlated the first day of paving.

If nuclear gauge compaction testing results are failing, the contractor can request coring to verify the results. Three cores will be sampled for each sublot and the average of the three cores for each sublot will determine density. The core locations will be determined using random sampling charts in CTM 375. The engineer will mark the core locations.

Cores may be taken up to 5 calendar days after placement and may be 4 or 6 inches in diameter. The engineer will provide results within 3 working days of receiving the cores.

Passing cores shall be paid for by the owner. Failing cores will be paid for by the contractor. If the core density produces both passing and failing cores, the cost will be prorated between the contractor and the owner.

For the percent of maximum theoretical density, the following table shall apply to deductions for average compaction of a sublot:
Reduced Payment Factors for Percent of Maximum Theoretical Density

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<tr>
<th>HMA Type A Percent of Maximum Theoretical Density</th>
<th>Reduced Payment Factor</th>
<th>HMA Type A Percent of Maximum Theoretical Density</th>
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<td>&lt; 90.0</td>
<td>Remove and Replace</td>
<td>&gt; 99.0</td>
<td>Remove and Replace</td>
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</table>

For leveling courses under 1 inch, use 3/8” HMA. Compaction shall meet method spec Sections 39-3.03 and 39-3.04.

Replace Section 39-6 Payment with the following:

The measurement and payment for hot mix asphalt, complete in place, will be made at the contract unit price per ton as shown in the Bid Schedule for the various types of hot mix asphalt. Hot mix asphalt used in other items of work, including but not limited to digouts, shall be included in the respective bid items.

The above contract price and payment shall include full compensation for furnishing all labor, materials, tools, equipment, transportation and incidentals, and for doing all the work involved in constructing hot mix asphalt pavement, tack coat, complete as detailed, and as specified in the Standard Specifications and these Special Provisions.
DIVISION VIII MISCELLANEOUS CONSTRUCTION

73 CONCRETE CURBS AND SIDEWALKS

All concrete installation areas are as specified in Appendix A. The City will make payment for the various items of Concrete Construction based upon the dimensions specified in Appendix A and Appendix B and verified in the field. Any Concrete Construction areas which differ from the noted dimensions shall be brought to the attention of the Engineer in writing.

Add to Section 73-1.03B – Subgrade Preparation

Base material for under curb, gutter, spandrel, cross gutter and HMA pavement shall be Class II per Caltrans Standard Specifications.

Base material under sidewalk shall be sand bedding. Sand bedding must consist of sand that:

1. Is free from clay or organic material.
2. Is suitable for the purpose intended.
3. Complies with grading requirements shown in the following table:

<table>
<thead>
<tr>
<th>Sieve Sizes</th>
<th>Percentage Passing</th>
</tr>
</thead>
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<tr>
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</tr>
<tr>
<td>No. 200</td>
<td>0-5</td>
</tr>
</tbody>
</table>

Add to Section 73-3.03 – Construction

Prior to installing sidewalk all meter boxes, manholes and covers shall be adjusted flush to the proposed sidewalk grade. Adjustment of facilities shall be considered as included in the contract unit prices for the various items of work adjacent to the adjusted facility. Boxes of the various private utilities will be adjusted to grade by the respective utility company. The Contractor shall provide seven (7) working days advance notice of the need for such adjustment and identify the desired grade of the box to the utility representative. Coordination may require that certain areas of construction are re-phased within the schedule and completed at a later date.

Contractor shall be responsible for reconstructing sidewalks, ramps, driveways, curbs and gutters (including 2-foot minimum of asphalt paving for forming adjacent to concrete work) to match established drainage grades of area. Flow lines shall be determined using an instrument or string line, whichever method is more appropriate. Any questions or discrepancies regarding gutter flow line reconstruction shall be brought to the attention of Engineer prior to construction.

Caltrans Standard Plan RSP A88A shall be used for access ramps and shall include truncated domes (safety yellow).
Concrete improvements shall be protected from traffic loads during the time necessary for the concrete to reach 2,500 psi compressive strength. Such protection shall be established for the maximum convenience of the public.”

Replace Section 73-3.04 Payment

Payment for utility adjustments and working with respective utility company(ies) is included in the payment for the various items of concrete.

Payment for the layout of ramps, sawcut, removal of minimum two-foot of asphalt adjacent to concrete driveway, access ramp, or spandrel, removal of existing materials, removal of roots, disposal of debris, compaction of base in place, and additional materials to fill voids from roots, etc. Payment for removal and disposal of all soil, rubble, rock, base, roots, aggregate base, and similar materials required for the construction of concrete improvements, as well as placement of the associated sand, aggregate base, or additional concrete or AC is included in the payment for the various items of Remove and Replace Concrete.

DIVISION IX TRAFFIC CONTROL FACILITIES

84 TRAFFIC STRIPES AND PAVEMENT MARKINGS

Add to Section 84 Traffic Stripes and Pavement Markings:

Layout for Temporary and Permanent Striping
The Contractor shall be responsible for compiling an existing striping and marking plan including but not limited to stop bars, legends, parking stall stripes, crosswalks and other traffic delineation markings within the project prior to removing, obliterating, covering any existing striping, or starting work on the affected street. This plan must be submitted to the Engineer and approved prior to commencing any striping and marking operations on the affected street.

All alignments and layout measurements, and other work necessary to locate and replace traffic stripes and pavement markings shall be performed by the Contractor. The City will not provide any assistance, information, or materials to the Contractor. It will be entirely the responsibility of the Contractor to perform all necessary pre-construction and construction layout work, obtain all necessary measurements and information, and prepare all plans for performing the striping and marking work as specified. All traffic control systems necessary for performing striping and marking, as directed by the Engineer, shall be the responsibility of the Contractor.

The Contractor shall physically tie down the location of the beginning and ending of each paint marking type in the adjacent curb top. The marking location shall not exceed 50 square inches each. Any locations exceeding this limit shall be removed by the Contractor prior to acceptance of the work. The Contractor shall contact the City Engineer for review of tie downs.
The Contractor shall be responsible for accurately referencing out and replacing the lines and positions of all traffic lines, directional lines, arrows, and other markings in accordance with the plans and City standard markings by cat tracking with painted marks. This shall occur no later than 2 hours behind the final surface course paving operation.

Cat tracking shall consist of stretching a rope on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment and placing spots of paint along the rope. Temporary tab markers shall be placed not more than 12’ apart on curves nor more than 24’ apart on straight segments.

Temporary tab markers shall be the same color as the traffic stripe that they are replacing, shall measure 2” tall by 3-1/2” wide, and have a reflective lens across the width of the marker.

Prior to application of permanent striping and markers, the Contractor shall call for review and approval of the proposed striping by the City’s Traffic Engineer or agent. The City shall have the right to make changes in the location and alignment of line stripes. Striping and traffic markings shall not be applied until after approval is granted by the Traffic Engineer. The Contractor shall allow a minimum of 3 working days for review of the layout by the City.

It shall be the responsibility of the Contractor to “touch up” any striping, stop bars, legends or line striping that may wear out in-between coats of paint due to raveling or premature wear to ensure public safety at no cost to the City. Contractor shall execute “Touch Up” painting at the engineer’s request.

Schedule
Raised pavement markers (RPM’s) shall be placed as specified in Subsection 85-1.06, “Placement”, of the Standard Specifications. When utilizing hot melt bituminous adhesive, RPM’s shall be placed after the surface has been open to traffic for at least 7 days. When utilizing epoxy adhesive, RPM’s shall be placed after the surface has been open to traffic for at least 14 days. Regardless of which adhesive is utilized, the RPM’s shall not be placed more than 21 days after paving or surfacing.

Permanent traffic striping and markings including legends and arrows shall be placed within 21 days after paving or surfacing, unless otherwise directed by the Engineer.

Temporary yellow marking tape denoting school crosswalks shall be placed the same day that the pavement surfacing is placed.

Failure to comply with these requirements shall result in a liquidated damage of $1,000 per day for each street that has not received permanent installation of the required raised pavement markers, traffic striping, and markings.

Add to Section 84-1.03E with the following:

Paint for street traffic striping and pavement markings shall be a minimum of 3 applications. Pavement markings and striping shall consist of the following:

a. The first application of paint shall consist of two (2) complete coats and shall be completed prior to the opening of each street.
b. The second application of paint shall consist of three (3) complete coats and shall be completed between the fifth (5th) and tenth (10th) day following each street segment being slurry sealed.

c. The third and final application of paint shall consist of three (3) complete coats of paint and shall be applied in the presence of the inspector and shall be subject to the Engineer's approval, the third and final coat shall be completed within not less than three (3) and not more than four (4) weeks of each street being slurry sealed or the end of the Construction Period, whichever is sooner.

Replace Section 84-3.04 with the following:

Payment for traffic striping layout and placement of temporary tabs will be included in the unit price bid for each striping detail and no additional compensation will be allowed therefore.

Measurement and payment for traffic striping, characters, arrows, pavement markers, raised pavement markers, reflective pavement markers, road signs and Class 1 delineators shall be paid on a unit cost basis as identified in the Bid Schedule.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved with placing painted pavement stripes and markings, including pavement markers, as specified in these Special Provisions, as shown on the plans and as directed by the Engineer, shall be considered as included in the contract linear foot price for Painted Striping of the various kinds identified in the Bid Schedule, and the contract square unit price for Painted Markings, as identified in the Bid Schedule, and no additional compensation will be allowed.

DIVISION X MATERIALS

90 CONCRETE

Add to Section 90-1.02 Materials

The Contractor shall furnish a concrete mix design to the Engineer at least ten working days prior to the start of the work, based on the following guidelines:

General Concrete Facilities including curb, gutter, sidewalk, access ramps, residential driveways, etc. shall meet the following requirements:

Compressive Strength: 2500 psi @ 28 days
Polypropylene Fiber Reinforcement: 1.5 lbs/cy (0.01% by volume),
3/4 inch minimum length
Maximum Slump: 5 inches

Heavy Vehicular Facilities including cross gutters, spandrels, swales, commercial driveways, and alley entrances shall meet the following requirements:

- Compressive Strength:
  - 2000 psi @ 7 days,
  - 4000 psi @ 28 days

- Polypropylene Fiber Reinforcement:
  - 3.0 lbs/cy (0.02% by volume),
  - 1-1/2 inch minimum length

Maximum Slump: 4 inches

The Contractor shall be responsible for all costs associated with the required mix design.

**TRUNCATED DOMES**

Acceptable Products (in safety yellow color):

1. “Wet-Anchor Box” by Disability Devices, Inc.
2. “Cast-in-Place System” by Armor-Tile.

Approved equal by Engineer prior to bidding. “Set in Concrete” system shall be required.

**QUALITY ASSURANCE FIELD TESTING**

Field testing shall include testing for concrete slump as per ASTM C-143 and compressive strength (C39). Such testing shall be at a frequency determined by the Engineer and shall be performed by the Owner’s laboratory at the Owner’s expense. The Contractor shall furnish the concrete necessary for casting test cylinders.

**Add to Section 90-1.03 Construction**

All curb ramps and island passageways shall comply with Engineering Standard 4440, Caltrans 2015 Standard Plans A88A or A88B, Title 24 and current UBC requirements.

The existing concrete shall be sawcut full depth prior to removal. Any concrete broken due to the Contractor’s failure to comply with these requirements shall be removed and replaced at the Contractor’s expense.

Sawcut and remove existing asphalt as necessary to form concrete work (minimum 12” wide). Replace hot mix asphalt (HMA) after concrete has adequately cured. The thickness of the new HMA is equal to the existing asphalt thickness plus one (1) inch.

The line and grade of the replaced facilities shall conform to the existing facilities. In most instances, this will consist of a straight line between existing facilities.
The Contractor shall water test all repaired curbs and gutters, cross gutters, and other repaired drainage facilities in the presence of the City’s Inspector.

Commercial driveway and alley approaches, including the adjacent curb and gutter section, shall be removed and replaced within twenty-four hours. Curing time shall be seventy-two hours.

**PROTECTION OF EXISTING FACILITIES**

The contractor shall protect existing facilities from damage, and discoloration from concrete splash. Adjacent concrete facilities shall be covered during concrete placement to prevent concrete splash and excess concrete from staining the adjacent concrete. After initial placement, strikeoff and finishing, the protection shall be removed and the adjacent concrete cleaned.

Vertical existing facilities such as light poles, walls, etc. shall be protected with plastic extending a minimum of three feet above the concrete surface. After initial placement, strikeoff and finishing, the protection shall be removed and the vertical surfaces cleaned.

**SUBGRADE**

After the subgrade is prepared, moisture conditioned, and compacted to 90% relative compaction at zero to three percent over optimum, the Contractor shall continuously maintain the sub-grade in a uniform condition at the moisture content obtained during sub-grade compaction until the concrete is placed.

**FORMING**

Wooden forming shall be of two-inch nominal thickness staked at two-foot intervals. The maximum gap at the bottom of the forms shall be 1-3/4 inches.

**TOLERANCES**

The maximum variation from design elevation shall not exceed +/- 0.02 feet. In some instances, particularly in critical drainage areas, tolerances may be reduced to zero. Concrete facilities shall be installed to maintain or provide positive drainage. Questions regarding applicable tolerances shall be directed to the Engineer forty-eight hours in advance of the work.

When shown on the drawings, the concrete shall be set at the design elevations. When existing facilities are to be removed and replaced, they shall conform to the existing elevations and grades. Generally, this will be at a straight line between the start and end points of the removal.
PLACING AND FINISHING

GENERAL

The concrete shall be deposited on a moist grade in such a manner as to require as little re-handling as possible. Workmen shall not be allowed to walk in the freshly mixed concrete with boots or shoes coated with earth or foreign substances.

STRIKEOFF, CONSOLIDATION, AND FINISHING

In general, adding water to the surface of the concrete to assist in finishing operations shall not be permitted.

Before final finishing is completed and before the concrete has taken its initial set, the edges shall be carefully finished with the radius shown on the plans or a radius to match the existing construction.

Concrete shall be thoroughly consolidated against and along the faces of all forms and adjacent concrete. After the forms are removed, excess concrete below the form surface shall be removed to be flush with the form face.

All new concrete shall match existing facilities in texture, color, and appearance.

CONCRETE PROTECTION

The Contractor shall always have materials available to protect the surface of the fresh concrete against rain. These materials shall consist of burlap, curing paper, or plastic sheeting. If plastic sheeting is used, it shall not be allowed to contact finished concrete surfaces.

The Contractor shall also protect the concrete against traffic and vandalism. If the concrete is damaged or vandalized, the Contractor shall make the necessary repairs at its own expense. The repair procedure for damaged or vandalized concrete shall be approved in advance by the Engineer.

CURING

Concrete shall be cured by protecting it against loss of moisture, rapid temperature change, and mechanical injury for at least three days after placement. White or clear liquid membrane compound shall be used. After finishing operations have been completed, the entire surface of the newly placed concrete shall be covered by the curing medium. The edges of the concrete exposed by the removal of forms shall be protected immediately to provide these surfaces with continuous curing treatment.

The concrete shall be allowed to cure for seventy-two hours prior to placing adjacent asphalt concrete.
JOINTS

Control joints shall be placed at a maximum spacing of ten feet.

Control joints in all PCC facilities, except sidewalks, shall be formed by tooling a deep joint or by using expansion joint material. If expansion joint material is used, a minimum of two 1/2 inch by eighteen inch dowels shall be used with additional dowels placed every twenty-four inches.

Control joints in sidewalks may be made using a tooled joint which shall extend a minimum of 1/4 of the depth of the concrete and shall not be less than 1-1/2 inches in depth.

Expansion joints shall be required at a maximum of forty-foot intervals on curbs, curbs and gutters, cross gutters, swales, and sidewalks. Expansion joints shall also be required on all corners of curbs, curbs and gutters, sidewalks, at the outside boundary of access ramps, and other locations with discontinuities or reentrant corners which may cause cracking.

CLEANUP AND BACKFILL

After the concrete is placed, cured, and the forms have been removed, the Contractor shall clean the site of all concrete and forming debris.

For pavements to be overlayed or resurfaced, the aggregate base and hot mix asphalt may be replaced with cement sand slurry in conformance to Section 19-3.02D, “Slurry Cement Backfill”, of the Standard Specifications, or CLSM.

For concrete removed but not replaced, the resulting void after excavation shall be backfilled with clean native material.

Add to Section 90-1.04 Payment

Measurement and payment for concrete shall be paid on a unit cost basis as identified in the Bid Schedule.

Hot mix asphalt removed and replaced with the construction of concrete is included in the unit price of the work for which it is necessary.

The above contract unit costs shall be considered full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections. The cost of restoring the adjacent pavement shall be included in the unit cost of the work. No additional compensation will be allowed therefore.
94 ASPHALTIC EMULSION

Add to Section 94 Asphalt Emulsion:

The asphalt binder emulsion for use as a binder (tack coat) shall be SS-1h, and shall be applied at the rate of 0.15 gallons per square yard (to the entire resurfacing area designated for new pavement).
SECTION G
FEDERAL REQUIREMENTS

(SECTION NOT USED)