CITY OF GOLETA

CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS

FOR

FY 2017/18 PAVEMENT PREPARATION AND SLURRY PROJECT

By
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Public Works Director

Bid Number: 03-17

Bid Opening: June 20, 2017

For use with Caltrans Standard Specifications
2010 Edition (Non-Revised Edition)

June 2017
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SECTION A NOTICE INVITING SEALED BIDS

NOTICE INVITING SEALED BIDS
FOR THE
FY 2017/18 PAVEMENT PREPARATION AND SLURRY PROJECT

130 Cremona Drive, Suite B, City of Goleta, CA

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 Monday, July 10, 2017, and will be publicly opened and read aloud promptly thereafter. Faxes or any electronic format is not acceptable.

Copies of the Bidding Documents including Project Plans and Specifications, City General Provisions, City Special Provisions and Supplemental Project Information (SWPPP, 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 for digouts, cold planing, hot mix asphalt (HMA) paving, slurry seal, striping, and traffic control on various locations within the City of Goleta, CA. The contract period is 40 working days.

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 2017/18 PAVEMENT PREPARATION AND SLURRY PROJECT. 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, or take bids under advisement. Failure to provide proof of the contractor’s current registration pursuant to Section 1725.5 of the Labor Code may result in rejection of the bid as non-responsive. Failure to comply with enforcement provisions pursuant to Section 1771.4 of the Labor Code may result in a determination that the bidder is not responsible.

The Contractor Company, including the Responsible Managing Officer (RMO) for the Contractor Company, shall demonstrate a minimum of three (3) years’ experience successfully performing projects of substantially similar type, magnitude, and character of the work bid.

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

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Deborah S. Lopez, City Clerk

Published:
Santa Barbara News Press: June 23rd, and July 3rd, 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.

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

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

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

1.5 “Bidding 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.

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

1.7 “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.

1.8 “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.

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

2.4 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.

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

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

2.7 Bidder 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 plan rooms. 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 on page C-3 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.

6.1 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 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 City. 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, informality, 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 informality 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 to 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 (a) and as follows:

15.3.1 The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

15.3.2 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.

15.3.3 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.

    _______________________________________________________________________

    _______________________________________________________________________

    _______________________________________________________________________

B-11
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
   ____________________________

   (Explain on attachment.)

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 2017/18 PAVEMENT PREPARATION AND SLURRY PROJECT

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 2017/18 PAVEMENT PREPARATION AND SLURRY PROJECT 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.
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FY 2017/18 PAVEMENT PREPARATION AND SLURRY PROJECT

BID PROPOSAL
FOR
FY 2017/18 PAVEMENT PREPARATION AND SLURRY PROJECT

Bids will be received until **2:00 p.m., Monday July 10, 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 mmueller@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:
(Bidder must fill in number and date of each Addendum or may enter the word “none” if appropriate)

<table>
<thead>
<tr>
<th>Number</th>
<th>Dated</th>
<th>Initials</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

BIDDERS NAME ___________________________ DATE ________________

Tax I.D. Number

C-3
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 Schedule

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Bid Items</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>
</tr>
<tr>
<td>2</td>
<td>Traffic Control</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Water Pollution Control Plan</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Crack Seal &amp; Slurry Seal (Type II)</td>
<td>TN</td>
<td>1,445</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Digout or Remove and Replace 4&quot; HMA</td>
<td>SF</td>
<td>32,922</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Digout or Remove and Replace 6&quot; HMA</td>
<td>SF</td>
<td>11,045</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Prune &amp; Remove Tree Roots</td>
<td>SF</td>
<td>2,675</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Install Blue RPM @ Fire Hydrant</td>
<td>EA</td>
<td>35</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Install 12&quot; White Crosswalk / Limit Line (Paint)</td>
<td>LF</td>
<td>3,442</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Install 12&quot; Yellow Crosswalk / Limit Line (Paint)</td>
<td>LF</td>
<td>526</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Install 4&quot; White Line (Paint)</td>
<td>LF</td>
<td>270</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Install White Ladder Crosswalk (Paint)</td>
<td>EA</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Install Yield Line (Paint)</td>
<td>LF</td>
<td>116</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Install &quot;STOP&quot; Legend (Paint)</td>
<td>EA</td>
<td>19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Install &quot;XING&quot; Legend (Paint)</td>
<td>EA</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Install &quot;PED&quot; Legend (Paint)</td>
<td>EA</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Install &quot;AHEAD&quot; Legend (Paint)</td>
<td>EA</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Install &quot;SIGNAL&quot; Legend (Paint)</td>
<td>EA</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Install &quot;SCHOOL&quot; Legend (Paint)</td>
<td>EA</td>
<td>2</td>
<td></td>
<td></td>
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<tr>
<td>20</td>
<td>Install &quot;25&quot; Legend (Paint)</td>
<td>EA</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Install &quot;40&quot; Legend (Paint)</td>
<td>EA</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Install &quot;45&quot; Legend (Paint)</td>
<td>EA</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Install Shared Lane Legend and Arrow (Paint)</td>
<td>EA</td>
<td>19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Install Bike Lane Legend and Arrow (Paint)</td>
<td>EA</td>
<td>21</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Install Bike Lane Word Marking and Arrow (Paint)</td>
<td>EA</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Install Type I 10'-0&quot; Arrow (Paint)</td>
<td>EA</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Install Type II (L/R) Arrow (Paint)</td>
<td>EA</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Install Type III (L/R) Arrow (Paint)</td>
<td>EA</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Install Type IV (L/R) Arrow (Paint)</td>
<td>EA</td>
<td>77</td>
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<tr>
<td>30</td>
<td>Install Type VI (L/R) Arrow (Paint)</td>
<td>EA</td>
<td>3</td>
<td></td>
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</tr>
<tr>
<td>31</td>
<td>Install Type VII (L/R) Arrow (Paint)</td>
<td>EA</td>
<td>9</td>
<td></td>
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</tr>
<tr>
<td>32</td>
<td>Install Caltrans Striping Detail #1 (Paint)</td>
<td>EA</td>
<td>988</td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Install Caltrans Striping Detail #8 (Paint)</td>
<td>LF</td>
<td>650</td>
<td></td>
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</tr>
<tr>
<td>34</td>
<td>Install Caltrans Striping Detail #9 (Paint &amp; Markers)</td>
<td>LF</td>
<td>7,402</td>
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<tr>
<td>35</td>
<td>Install Caltrans Striping Detail #12 (Paint &amp; Markers)</td>
<td>LF</td>
<td>4,374</td>
<td></td>
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<tr>
<td>36</td>
<td>Install Caltrans Striping Detail #21 (Paint)</td>
<td>LF</td>
<td>5,991</td>
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</tr>
<tr>
<td>37</td>
<td>Install Caltrans Striping Detail #22 (Paint &amp; Markers)</td>
<td>LF</td>
<td>8,751</td>
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<tr>
<td>38</td>
<td>Install Caltrans Striping Detail #29 (Paint &amp; Markers)</td>
<td>LF</td>
<td>1,221</td>
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<td></td>
<td>Description</td>
<td>Unit</td>
<td>Quantity</td>
<td></td>
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<tr>
<td>39</td>
<td>Install Caltrans Striping Detail #32 (Paint &amp; Markers)</td>
<td>LF</td>
<td>2,200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>Install Caltrans Striping Detail #38 (Paint &amp; Markers)</td>
<td>LF</td>
<td>3,677</td>
<td></td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>Install Caltrans Striping Detail #38A (Paint)</td>
<td>LF</td>
<td>1,518</td>
<td></td>
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</tr>
<tr>
<td>42</td>
<td>Install Caltrans Striping Detail #39 (Paint)</td>
<td>LF</td>
<td>20,846</td>
<td></td>
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</tr>
<tr>
<td>43</td>
<td>Install Caltrans Striping Detail #39A (Paint)</td>
<td>LF</td>
<td>3,067</td>
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<td></td>
</tr>
<tr>
<td>44</td>
<td>Install Caltrans Striping Detail #40 A (Paint &amp; Markers)</td>
<td>LF</td>
<td>130</td>
<td></td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>Lower Manhole Covers</td>
<td>EA</td>
<td>4</td>
<td></td>
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</tr>
<tr>
<td>46</td>
<td>Lower Water/Gas Covers</td>
<td>EA</td>
<td>7</td>
<td></td>
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</tr>
<tr>
<td>47</td>
<td>Adjust Manhole Covers to Finish Grade</td>
<td>EA</td>
<td>2</td>
<td></td>
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</tr>
<tr>
<td>48</td>
<td>Install Buffered Bike Lane Striping</td>
<td>LF</td>
<td>9400</td>
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</tr>
<tr>
<td>49</td>
<td>Install Super Sharrow (Paint)</td>
<td>EA</td>
<td>17</td>
<td></td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>Install Bike Box Marking</td>
<td>EA</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>51</td>
<td>Install Green Conflict Marking</td>
<td>LF</td>
<td>200</td>
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</tr>
<tr>
<td>52</td>
<td>Remove Existing Pedestrian Signal Head</td>
<td>EA</td>
<td>2</td>
<td></td>
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</tr>
<tr>
<td>53</td>
<td>Install Countdown Signal Head</td>
<td>EA</td>
<td>2</td>
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<tr>
<td>54</td>
<td>Install R4-4 “Right Turn Yield to Bikes”</td>
<td>EA</td>
<td>1</td>
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</tr>
<tr>
<td>55</td>
<td>Install R10-11A “No Turn on Red”</td>
<td>EA</td>
<td>1</td>
<td></td>
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</tr>
</tbody>
</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.*
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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>

### 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 (Note1)</th>
<th>Percent of Total Bid</th>
<th>Subcontractor’s Name &amp; Address</th>
</tr>
</thead>
<tbody>
<tr>
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</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:

1. Name of Agency
   Agency Address
   Telephone
   Contact Person
   Contract Amount

2. Name of Agency
   Agency Address
   Telephone
   Contact Person
   Contract Amount

3. Name of Agency
   Agency Address
   Telephone
   Contact Person
   Contract Amount

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:

   ______________________________________________________________
   ______________________________________________________________
   ______________________________________________________________
   ______________________________________________________________
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   ______________________________________________________________
   ______________________________________________________________

   ________________________________
   Signature and Title of Bidder or Authorized Representative
BID BOND
FOR
FY 2017/18 PAVEMENT PREPARATION AND SLURRY PROJECT

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.
NONCOLLUSION DECLARATION TO BE EXECUTED

BY

BIDDER AND SUBMITTED WITH BID

State of California )
County of Santa Barbara ) SS

The undersigned declares:

I am the ______________________ of _________________________, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. 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, 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]

Signed ________________________________

______________________________
Title

Subscribed and sworn to before me this _____ day of _____________, 20____.

Signature ________________________________

Notary Public

(Notary Seal)
SECTION D

CONTRACT AWARD AND EXECUTION

SAMPLE CONTRACT
PERFORMANCE BOND FORM
PAYMENT BOND FORM
CITY OF GOLETA
PUBLIC WORKS AGREEMENT

This Public Works Agreement ("Agreement") is made and entered into as of the date executed by
the City Manager and attested to by the City Clerk, by and between ________________ (hereinafter
referred to as “Contractor”) and the City of Goleta, California, a municipal corporation (hereinafter
referred to as “City”).

RECITALS

A. Pursuant to the Notice Inviting Sealed Bids for FY 2017/18 PAVEMENT
PREPARATION AND SLURRY PROJECT, bids were received, publicly opened, and
declared on the date specified in the notice.

B. On ________________, Goleta’s City Council declared Contractor to be the lowest
responsible bidder and accepted the bid of Contractor.

C. The City Council has authorized the City Manager to execute a written contract with
Contractor for furnishing labor, equipment and material for the Citywide Annual
Replacement of Traffic Striping and Pavement Markings Project in the City of Goleta.

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

1. GENERAL SCOPE OF WORK: City agrees to engage Contractor and Contractor agrees
to furnish all necessary labor, tools, materials, appliances, and equipment for and do the
work for the FY 2017/18 PAVEMENT PREPARATION AND SLURRY PROJECT in the
City of Goleta. The work shall be performed in accordance with the Scope of Work as
described in the Request for Bid (attached as Exhibit A) and in accordance with bid
prices set forth in Contractor’s Bid Proposal (attached as Exhibit B) and in accordance
with the instructions of the Public Works Director.

2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The
contract documents for the aforesaid project, a complete set of which is on file with the
Goleta City Clerk’s Office, shall consist of the Notice Inviting Bids, Instructions to Bidders,
Bid Proposal, Standard Specifications, Special Provisions, and all referenced
specifications, details, standard drawings, and appendices; together with this Agreement
and all required bonds, insurance certificates, permits, notices and affidavits; and also,
including any and all addenda or supplemental agreements clarifying, amending, or
extending the work contemplated as may be required to insure its completion in an
acceptable manner. All of the provisions of said contract documents are made a part
hereof as though fully set forth herein. This contract is intended to require a complete and
finished piece of work and anything necessary to complete the work properly and in
accordance with the law and lawful governmental regulations shall be performed by
Contractor whether set out specifically in the contract or not. Should it be ascertained that
any inconsistency exists between the aforesaid documents and this written agreement, the
provisions of this Agreement, and the Standard Specifications, in that order, shall control.
Collectively, these contract documents constitute the complete agreement between City
and Contractor and supersede any previous agreements or understandings.
3. **COMPENSATION**: Contractor agrees to receive and accept the prices set forth in its Bid Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

4. **TIME OF PERFORMANCE**: The services of the Contractor are to commence upon receipt of a notice to proceed from the City and shall continue until all authorized work is completed to the City’s reasonable satisfaction, in accordance with the schedule incorporated in “Exhibit B”, unless extended in writing by the City. Contractor will perform services on an on-call basis during the term of the Agreement in accordance with an agreed-upon schedule determined at the outset of each job.

5. **PREVAILING WAGES**:

   Pursuant to Labor Code Sections §§1720 et seq., and as specified in Title 8, California Code of Regulations, Section 16000 et seq., Contractor must pay its workers prevailing wages. It is Contractor’s responsibility to interpret and implement any prevailing wage requirements and Contractor agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

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

   City directs Contractor’s attention to Labor Code Sections 1777.5, 1777.6 and 3098 concerning the employment of apprentices by Contractor or any subcontractor.

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

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

   When the number of apprentices in training in the area exceeds a ratio of one to five, or
When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or

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

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

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

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

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

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

6. **LEGAL HOURS OF WORK:** Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and Contractor and any subcontractor under it shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

Contractor shall forfeit, as a penalty to City, twenty-five dollars ($25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any subcontractor under it, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in violation of the Labor Code.

7. **TRAVEL AND SUBSISTENCE PAY:** Contractor agrees to pay travel and subsistence pay to each worker needed to execute the work required by this Agreement as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.
8. **CONTRACTOR'S LIABILITY:** The City and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of Contractor, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

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

In connection therewith:

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

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

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

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

So much of the money due to Contractor under and by virtue of the contract as shall be considered necessary by City may be retained by City until disposition has been made of such actions or claims for damages as aforesaid.
It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

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

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

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

10. **WORKERS COMPENSATION:** In accordance with California Labor Code Sections 1860 and 3700, Contractor and each of its subcontractors will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor, by signing this contract, certifies as follows: “I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

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

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

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

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

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

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

17. **SEVERABILITY**: If any portion of these contract documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect provided that it does not frustrate the mutual intent of the parties herein.

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

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

20. **NOTICES**: All notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party’s representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.
Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

CITY OF GOLETA
130 Cremona Drive, Suite B
Goleta, CA 93117
Attn: Rosemarie Gaglione, Public Works Director

CONTRACTOR

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

22. **NON-DISCRIMINATION:** No discrimination shall be made in the employment of persons in the work contemplated by this Agreement because of race, religion, color, medical condition, sex, sexual orientation, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition. A violation of this section exposes Contractor to the penalties provided for in Labor Code Section 1735.

23. **NO THIRD PARTY BENEFICIARY:** This Agreement and every provision herein is for the exclusive benefit of Contractor and City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Contractor’s or the City’s obligations under this Contract.

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

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

26. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of California, and exclusive venue for any action involving this Agreement will be in Santa Barbara County.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement with all the formalities required by law on the respective dates set forth opposite their signatures.

This Agreement is executed on this _____ day of ____________, 2017, at Goleta, California, and effective as of ________________, 2017.

CITY OF GOLETA:

Michelle Greene, City Manager

ATTEST:

Deborah Lopez, City Clerk (seal)

CONTRACTOR:

Name, Title

CONTRACTOR'S State of California License No.

CONTRACTOR'S Business Phone No.

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

APPROVED AS TO FORM:

Michael Jenkins, Interim City Attorney
PERFORMANCE BOND
FOR
FY 2017/18 PAVEMENT PREPARATION AND SLURRY PROJECT

________________________________ ("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 therefore.

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. 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.

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

6. 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.
7. 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.

8. 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)  (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 the appropriate acknowledgement form. Also, attach evidence of the authority of any person signing as attorney-in-fact.
PAYMENT BOND
FOR
FY 2017/18 PAVEMENT PREPARATION AND SLURRY PROJECT

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:  

SURETY:  

PRINCIPAL’s MAILING ADDRESS:  

SURETY’s MAILING ADDRESS:  

(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
10. Standard plans
11. Supplemental project information
12. Written numbers and notes on a drawing govern over graphics
13. A detail drawing governs over a general drawing
14. A detail specification governs over a general specification
15. 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.

City: Is the City of Goleta and the same as Department.

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.

Contractor: Is the Bidder.

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>
</tr>
</thead>
<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>
</tr>
<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.

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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 - 4-1.05R immediately after Section 4-1.05B:

4-1.05C Change Orders
A Change Order is a Bilateral Change Order or a Unilateral Change Order, as defined below:

Bilateral Change Order: a written document executed by the Contractor and the City using the City’s standard Change Order form, reflecting mutual agreement between the City and Contractor for

1. 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;

2. A change in the terms or conditions of the Contract; and

3. The amount of the adjustment, if any, in the Contract Price and/or Contract Time.

All changes in Contract Price or Contract Time require a Bilateral Change Order unless the change falls within the definition of a Unilateral Change Order.

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;

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.

The issuance of a Unilateral Change Order is subject to the City’s sole discretion.

4-1.05D Accord and Satisfaction
Contractor’s agreement on any Bilateral Change Order shall be a full compromise and settlement of all adjustments to the Contract Time and Contract Price, and all compensation for any and all delay, extended or additional field and home office overhead, disruption, acceleration, inefficiencies, lost labor or equipment productivity, differing site conditions, construction
interferences and other extraordinary or consequential damages (hereinafter called “Impacts”), including any ripple or cumulative effect of said Impacts on the overall Work under the Contract arising directly or indirectly from the performance of Work described in the Change Order. By execution of any Bilateral Change Order, Contractor agrees that the Bilateral Change Order constitutes a complete accord and satisfaction with respect to all claims for schedule extension, Impacts, or any costs of whatsoever nature, character or kind arising out of or incidental to the Bilateral Change Order. No action, conduct, omission, product failure or course of dealing by the City shall act to waive, modify, change, or alter the requirement that Bilateral Change Orders must be in writing, signed by the City and Contractor and that such written Bilateral Change Orders are the exclusive method for effectuating any change to the Contract Price and/or Contract Time, except when Unilateral Change Orders are authorized, as set forth above.

4-1.05E Construction Change Directives
A unilateral written order prepared and signed by the Engineer directing the Contractor to perform a change in the Work. The Engineer may by Construction Change Directive, without invalidating the Contract, order changes in the Work, including additions, deletions, revisions, extra work. A Construction Change Directive may or may not warrant a change in Contract Time or Contract Price. The Construction Change Directive may specify that the change in the Work shall not exceed specified estimates of cost and time prior to final agreement on the extent of adjustment in the Contract Price and adjustment of the Contract Time, if any. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Engineer of the Contractor’s agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Price or Contract Time.

4-1.05F Adjustment of Contract Price
If the Construction Change Directive or Bilateral Change Order provides for an adjustment to the Contract Price, the adjustment shall be based on one or a combination of the following methods:

1. Bid item prices
2. Agreed price
3. Force account
4. Specialist billing (see Section 9-1.05)

If the Engineer chooses to pay for change order work based on an agreed price, but the Contractor and the Engineer cannot agree on the price, the City pays by force account.

If a portion of extra work is covered by bid items, the City pays for this work as changed quantities in those items. The City pays for the remaining portion of the extra work by force account or agreed price.

4-1.05G Authority to Approve Changes
The City Manager has authority to approve change orders up to the contingency amount (usually 10% of the Contract Price) as authorized by the City Council. Any change orders exceeding this amount must be approved by the City Council. The Engineer is authorized to approve changes in work in urgency situations. Except as specified in this Section, the Engineer shall have exclusive authority over the monetary and budgetary matters concerning the project.

4-1.05H No Verbal Changes
All changes to the Contract, whether resulting in an increase, decrease, or no change in the Contract Price or Contract Time, must be in a written document that is authorized by the Contract Documents and signed by an authorized representative of the City.
4-1.05I City-Initiated Change Proposal Request
The City may issue a change proposal request, in writing, to the Contractor, describing a proposed change to the Work and requesting the Contractor submit an itemized proposal in a format acceptable to the City within ten (10) calendar days after the City’s issuance of the “Change Proposal Request.” The Contractor’s proposal shall include an analysis of impacts to cost and time, if any, to perform the extra work, or to delete Work, as applicable, including the effects and impacts, if any, on unchanged Work, estimates of costs, and Contractor’s proposed methods to minimize costs, delay and disruption to the performance of the Work. If Contractor fails to submit a written proposal within such period of time, the change described in the City’s Change Proposal Request shall be deemed to not result in an increase to the Contract Price or Contract Time and the change shall be performed by Contractor without any such increases. A Change Proposal Request does not authorize the Contractor to commence performance of the changed work. Contractor shall not perform any change until receipt of the City’s written approval through either a Change Order or Construction Change Directive.

4-1.05J Contractor-Initiated Change Order Request
If the Contractor alleges that instructions issued after the date of the Contract will result in increases to the Contract Price or Contract Time, if latent or unforeseen conditions require modification of the Contract Documents, or the Contractor otherwise becomes aware of the need for or desirability of a change in the Work, an Initial Notice of Potential Claim may be submitted to the Engineer in writing pursuant to Section 5-1.43, in a format acceptable to the City, and must specify the reasons for such change, including relevant circumstances and impacts on the schedule. Contractor shall submit a written price proposal, as described in Section 4-1.05I above, concurrently with the Initial Notice of Potential Claim. Any Contractor-initiated change order request included in an Initial Notice of Potential Claim that is approved by the City will be incorporated in a Change Order or Construction Change Directive. If the Engineer determines that the Work in question is not a change, the City will issue a work directive, ordering the Contractor to proceed with the Work without delay and shall maintain the records required by Sections 4-1.05 and 5-1.43A(2) below.

4-1.05K Contractor’s Good Faith Review of Subcontractor Requests for Changes and Claims
Contractor shall make a good faith determination of the validity of the nature and amount of changes and claims requested by Subcontractors before passing through such requests to the City. It is the Contractor’s responsibility to check all Subcontractor and supplier questions for correctness, completeness, detail and fairness before submitting to the City.

4-1.05L Contractor Maintenance of Daily Records for Changes and Claims
In the event that Contractor is directed to perform any changes to the Work, or should Contractor encounter conditions which the Contractor believes would obligate the City to adjust the Contract Price and/or the Contract Time, Contractor shall maintain detailed records of the cost of such changes on a daily basis summarized in a daily report supplemented by back-up records. Such records shall include without limitation hourly records for labor and construction equipment, itemized records of materials, including delivery tickets, and equipment used each day in connection with the performance of any change to the Work. In the event that more than one change to the Work is performed by the Contractor in a calendar day, Contractor shall maintain separate records of labor, construction equipment, materials, and equipment for each such change. In the event that one or more changes to the Work is performed by the Contractor in a calendar day in addition to base Contract Work, Contractor shall maintain separate records of labor, equipment, and materials for each change and the base Contract Work. In the event that any Subcontractor of any tier, shall provide or perform any portion of any change to the Work, Contractor shall require that each such Subcontractor maintain records in accordance with this
paragraph. Each daily record maintained hereunder shall be signed by Contractor; such signature shall be deemed Contractor’s representation and warranty that all information contained therein is true, accurate, complete, and relates only to the change referenced therein. All records maintained by Subcontractors of any tier, relating to the costs of a change in the Work shall be signed by such Subcontractor’s authorized project manager or superintendent. All such records shall be forwarded to the City on the day the Work is performed (same day) for independent verification. The City shall attempt to review and reconcile costs for changes on a daily basis. The City’s signature on the report shall indicate agreement with the information reflected therein, not that the Contractor is entitled to payment of the costs in the report. In the event that Contractor shall fail or refuse, for any reason, to maintain or make available for inspection, review, and/or reproduction such records, adjustments to the Contract Price or Contract Time, if any, on account of any change to the Work may be deemed waived for that day. Contractor’s obligation to maintain back-up records hereunder is in addition to, and not in lieu of, any other Contractor obligation under the Contract Documents with respect to changes to the Work, including but not limited to the Claims procedures.

**Labor.** The daily report shall show the names, trade, labor, classifications, and hours worked, for the workers.

**Material.** The daily report shall describe and list quantities of materials used, attaching delivery tickets.

**Equipment.** The daily report shall show type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable.

**Other Services and Expenditures.** Other services and expenditures shall be described in such detail in the daily report as the City may require.

**Cost.** The report shall provide dollar values for each category of cost.

### 4-1.05M Credit for Deleted Work

Contractor agrees that the City has the right, in its sole discretion, to determine whether any or all of the Work described in the Contract Documents shall be deleted or whether to terminate Contractor’s performance, in whole or in part, under the Contract Documents and without any penalty being incurred by the City. See Section 9-1.06 regarding payment for changed quantities. See Section 8-1.13 regarding termination.

### 4-1.05N Final Determination of Adjustment of Contract Sum and Contract Time

After issuance of a Construction Change Directive, when the City and Contractor reach agreement on adjustment of the Contract Price and Contract Time, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

### 4-1.05O 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 payment 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.

4-1.05P Work by Contractor

The following percentage shall be the maximum allowed to be added to the Contractor’s extra work costs and shall constitute the maximum markup for all overhead and profits. The markups established in Sections 9-1.04, 9-1.06 and 9-1.11 shall be replaced with:

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.

4-1.05Q 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.

4-1.05R 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 Plans or specified in Supplemental Project Information 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 relocation 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. The 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 non-pressurized sewer lines, non-pressurized storm drains, or other non-pressurized 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:


5 CONTROL OF WORK

Add to the end of section 5-1.03:

At Contractor’s own risk, Contractor 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. No Parking Signs, Notifications and Weed Kill handout, etc.)
4. Traffic Control / Detour Plans
5. Parking Restriction Signs
6. Noise mitigation measures
7. Dust Control measures
8. Waste Disposal Plan
9. Copies of pertinent permits, licenses, certifications or required approvals, per specifications
10. Required Inspections
11. Water Pollution Control Program (WPCP).
12. Hot mix asphalt mix design
13. Slurry seal mix design
14. Crack Sealant
15. Marborg Industries schedule of trash pick-up for scheduled streets
16. Inventory of pavement markings and striping
17. Proposed stockpile locations and written proof of authorization to use locations

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 Contractor is 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 Contractor 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 Contractor, in conjunction with or subsequent to the assertion of a potential claim, requests inspection and copying of documents or records in the possession of the City that pertain to the
potential claim, Contractor must make Contractor’s 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 Contractor submits 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, Contractor 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 at (805) 961-7500, 72 hours in prior to 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.

Add to section 6-3.06:

Guarantee that work remains free from substantial defects for 1 year after Contract acceptance except for work portions for which Contractor is relieved of maintenance and protection. Guarantee each of these relieved work portions for 1 year after the relief date.

The guarantee excludes damage or displacement caused by an event outside Contractor control, including:

1. Normal wear and tear
2. Improper operation
3. Insufficient maintenance
4. Abuse
5. Unauthorized change
6. Act of God

During the guarantee period, repair or replace each work portion having a substantial defect. The City does not pay for corrective work. During corrective work activities, provide the same insurance specified before Contract acceptance.

The Contract bonds must be in force until the later of:

1. Expiration of guarantee period
2. Completion of corrective work
If a warranty specification conflicts with section 6-3.06, comply with the warranty specification.

During the guarantee period, the Engineer monitors the completed work. If the Engineer finds work having a substantial defect, the Engineer lists work parts and furnishes you the list. Within 10 days of receipt of the list, submit for authorization a detailed plan for correcting the work. Include a schedule that includes:

1. Start and completion dates
2. List of labor, equipment, materials, and any special services Contractor plans to use
3. Work related to the corrective work, including traffic control and temporary and permanent pavement markings

The Engineer notifies Contractor when the plan is authorized. Start corrective work and related work within 15 days of notice. If the Engineer determines corrective work is urgently required to prevent injury or property damage:

1. The Engineer furnishes Contractor an order to start emergency repair work and a list of parts requiring corrective work.
2. Mobilize within 24 hours and start work.
3. Submit a corrective work plan within 5 business days of starting emergency repair work. If Contractor fails to perform work as specified, the Department may perform the work and bill Contractor.

Add new sections 6-3.07A – 6-3.07F:

**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.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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.

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. Contractor 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
5. 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
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 Contractor 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 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 Contractor property.

7-1.03B(2)(b) Remove vehicles
Notify Sheriff Communications Center at (805) 681-4100 and the Code Compliance Officer at (805) 961-7500 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 Contractor 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, Contractor 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 section 7-1.05C:

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. Contractor's 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, Contractor 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 Contractor, 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 five (5) working days 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 Contractor plans to complete all work.

The baseline schedule must not extend beyond October 16, 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 Contractor two (2) week progress, on a weekly basis. Payment requests will be processed 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.

Full compensation for providing and updating Progress Schedule shall be considered as included in the contract prices paid for the various items of work and no separate payment shall be made therefore.

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. Contractor, including the superintendent who will be supervising the work;
2. Subcontractors
3. Affected utility companies' representatives (as required)
4. The local transit district representatives (as required).
5. Engineer

8-1.03B Progress Meetings

Attend Weekly Project Status Meetings with key personnel, including Contractor's assigned representative and Contractor's 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 Contractor. 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) calendar 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:

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 Engineer 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 $1500.00 for each consecutive calendar day in excess of the time specified for completion of the work.

Add to Section 8-1.10B

Description of work parts subject to specific Liquidated Damages:

The work part failures, time frame requirements, and liquidated damages are as follows:

<table>
<thead>
<tr>
<th>Work Part</th>
<th>Time Frame</th>
<th>Liquidated Damage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Failure to open lanes by 4:30 p.m. and as called for in the Summary of Quantities for all phases of work.</td>
<td>For each hour or part thereof</td>
<td>$200 per lane</td>
</tr>
<tr>
<td>Failure to perform work on a scheduled and noticed street</td>
<td>Per occurrence</td>
<td>$300 per street</td>
</tr>
<tr>
<td>Failure to post and notify businesses and residents a minimum of 72 hours in advance of scheduled work</td>
<td>Per occurrence</td>
<td>$300 per street</td>
</tr>
<tr>
<td>Failure to place “No Parking” signs at specified intervals</td>
<td>Per occurrence</td>
<td>$300 per street</td>
</tr>
<tr>
<td>Failure to place first coat of paint for cross walks, stop bars and legends prior to opening a street to traffic</td>
<td>For each day or part thereof</td>
<td>$300 per street</td>
</tr>
<tr>
<td>Failure to place third and final coat of paint for traffic striping and markings within three weeks of slurry seal</td>
<td>For each day or part thereof</td>
<td>$300 per street</td>
</tr>
<tr>
<td>Failure to complete punch list items of work within five working days of punch list receipt</td>
<td>For each day or part thereof</td>
<td>$300 per street</td>
</tr>
<tr>
<td>Failure to provide flagmen, construction signage and traffic control in conformance with 2014 California MUTCD and all current revisions.</td>
<td>For each occurrence</td>
<td>$500 per day</td>
</tr>
<tr>
<td>Failure to provide a non-working Foreman for all phases of work</td>
<td>For each day or part thereof</td>
<td>$1,000 per day</td>
</tr>
<tr>
<td>Failure to have traffic control in-place prior to commencement of any phase of work</td>
<td>For each day or part thereof</td>
<td>$1,000 per street per street</td>
</tr>
<tr>
<td>Failure to clean worksite of all construction materials and debris at the end of each work day.</td>
<td>For each day or part thereof</td>
<td>$200 per street</td>
</tr>
<tr>
<td>Failure to sweep street at Engineer’s request</td>
<td>For each day or part thereof</td>
<td>$200 per street</td>
</tr>
</tbody>
</table>
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 five (5) working days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, the City will advise the performance bond surety of the default and that surety will be given fifteen (15) calendar days to arrange for completion.
of the Work in accordance with the Contract Documents by another contractor or contractors satisfactory to the City. Should the surety fail to effect satisfactory arrangements within said fifteen (15) calendar days, 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 8-1.13B.
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 back charged 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.
# Construction Contract Progress Payment Request

**From:**

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Date: ______________________</th>
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<table>
<thead>
<tr>
<th>Address</th>
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</table>

**To:**

<table>
<thead>
<tr>
<th>CITY OF GOLETA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Works Department</td>
</tr>
<tr>
<td>130 Cremona Drive, Suite B</td>
</tr>
<tr>
<td>Goleta, California 93117</td>
</tr>
</tbody>
</table>

**Project Name:** FY 2017/18 PAVEMENT PREPARATION AND SLURRY PROJECT

<table>
<thead>
<tr>
<th>Original Contract Amount:</th>
<th>$</th>
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<tr>
<th>Approved Change Orders through #:</th>
<th>$</th>
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<tr>
<th>Quantity Changes:</th>
<th>$</th>
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<tr>
<td>(Requires Project Engineer verification)</td>
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| Total Contract Amount to Date: | $ |

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<tr>
<th>Value of Work Completed to Date:</th>
<th>$</th>
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<th>Less Retention:</th>
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<th>Less Liquidated Damages:</th>
<th>$</th>
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<th>Subtotal:</th>
<th>$</th>
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<tr>
<th>Less Previous Payments Approved:</th>
<th>$</th>
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</table>

| 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.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Print Name</th>
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<tr>
<th>Title</th>
<th>Date</th>
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E-41
**CITY OF GOLETA, CA**  
Public Works Department

**Construction Contract**  
*Progress Payment Request - Detail*

Date:  
Payment Request No:  
Contract No:  

**Contractor:**

Project Name: FY 2017/18 PAVEMENT PREPARATION AND SLURRY PROJECT

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 THIS PERIOD</th>
<th>PLACE IN TOTAL</th>
<th>PLACE</th>
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</tbody>
</table>

Contractor Signature ___________________________  Date ___________  Inspector Signature ___________________________  Date ___________
CITY OF GOLETA, CA  
Public Works Department  

Quantity Change Verification Form

Date:  
Contract No.:  

Contractor:  
Project Name: FY 2017/18 PAVEMENT PREPARATION AND SLURRY PROJECT  

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.

Project Engineer Signature  
Date

<table>
<thead>
<tr>
<th>Bid Item #</th>
<th>Item Description</th>
<th>Variance</th>
<th>Total</th>
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<tbody>
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ATTACH ADDITIONAL SHEETS IF NECESSARY

Contractor Signature  
Date

Inspector Signature  
Date
**CITY OF GOLETA, CA**  
Public Works Department  

**Construction Contract**  
**Final Release Payment**  

| From: ______________________________ | Date: ______________________________ |
| Contractor | Contract No. ______________________________ |
| Address | Payment Request No. ______________________________ |

| 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 2017/18 PAVEMENT PREPARATION AND SLURRY PROJECT.

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)

Material Handling Methods - Indicate quantities (in tons only) for each material listed.

<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>1.5</td>
<td>.5</td>
<td></td>
<td>(R) MarBorg (D) Tajiguas Landfill</td>
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<td>Asphalt &amp; Concrete</td>
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<td>Brick/Masonry/Tile</td>
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<td>Building Materials (doors, windows, fixtures, etc.)</td>
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<td>Carpet</td>
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<td>Carpet padding/Foam</td>
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<td>Cardboard</td>
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<td>Ceiling tile (acoustic)</td>
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<td>Dirt</td>
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<td>Drywall (used)</td>
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<td>Drywall (new, unpainted sheets or scrap)</td>
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<td>Landscape Debris (brush, trees, stumps, etc.)</td>
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<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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<td><strong>Column Totals</strong></td>
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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%? \( \square \) YES  \( \square \) NO - If "NO" please explain why:

9. Print Name:__________________ Signature:__________________ Date:___/___/___
9 Payment

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 discharge or satisfy such mechanics lien, stop payment notice, or claim and pay all costs and expenses in connection therewith if the Contractor does not have such mechanics lien, stop payment notice, or claim discharged or satisfied within ten (10) calendar 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 five (5) percent of all progress payments as retention (Public Contract Code § 7201). Unless otherwise required under applicable law, retention will be paid to Contractor 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 9-1.17B:

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 GENRAL

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, Contractor may provide 7 light towers to be moved as the work progresses.

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 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 and display on baracades, signage that indicates that the project is funded via the Measure A funds. Said signs are to be displayed at all times during construction. Signage shall be returned to the City at the completion of the project. Any signs not returned to the City shall be paid for at the City’s costs. All costs associated with the display of signage shall be included in other items of work, and no additional compensation shall be allowed therefore.

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 Contractor 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 shoulder backing before disposing of it.

Obtain authorization and haul route permit before disposing of any surplus material.
SECTION F
SPECIAL PROVISIONS
SPECIAL PROVISIONS
FY 17/18 PAVEMENT PREPARATION AND SLURRY 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.

5 CONTROL OF WORK

Add to Section 5-1.36D – Nonhighway Facilities

Not all utility locations are 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 including cold planning and sawcutting. 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

Daytime work hours shall be between 7:30 am to 4:30 pm.

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 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 cause 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 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.

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

Construction Stormwater Monitoring work includes, but is not limited to, providing a Qualified WPCP 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 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 WPCP bound in a hard binder
2) One (1) final electronic copy of the approved WPCP on a CD or DVD
3) Daily and weekly inspection logs of 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 WPCP.

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:

If necessary, the WPCP 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 WPCP.

(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 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 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 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
planning. 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, 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.

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

The excavated areas shall be graded as shown on the plans as necessary to provide a uniform pavement thickness. The base rock or native soil shall be compacted to 95% relative compaction at or above optimum moisture as determined by Cal Test 216 and 231 or ASTM D-1557, D-2216, D-2922, and D-3017. Compaction testing shall be performed in accordance with either CTM 216 and 231 or ASTM D-1557, D-2216, D-2922, and D-3017. All segregated or loose material shall be removed.

On areas where the underlying material appears to be wet or soft or where it deflects under wheel loads, the Contractor shall employ excavation and work techniques which do not worsen the sub-grade condition.

Prior to placing aggregate base or asphalt concrete, each pavement replacement area shall be proof-rolled with a loaded construction vehicle, preferably a ten cubic yard dump truck or equivalent. The compacted surface shall not visibly yield or deflect. Soft, yielding, unstable, or unsuitable areas shall be removed and replaced with base rock or asphalt concrete. If the areas were caused or significantly worsened by the Contractor’s operations, these areas shall be replaced at the Contractor’s expense.

In the event that the underlying material is soft, yielding, unstable, or unsuitable, it shall be excavated to a depth of 0.5 feet below the depth required above and disposed of in accordance with these Special Provisions. The limits of removal shall be designated by the Engineer. The resulting space shall be filled with a single lift of asphalt concrete.

Unsuitable material is defined as material the Engineer determines to be:
1. Of such unstable nature as to be incapable of being compacted to specified density using ordinary methods at optimum moisture content, or

2. Too wet to be properly compacted and circumstances prevent in-place drying prior to incorporation into the work, or

3. Otherwise unsuitable for the planned use.

After compaction of the sub-grade, aggregate base shall be placed and compacted to 95% relative compaction. All vertical edges of existing pavement or concrete shall receive a tack coat immediately prior to paving. Additional tack may be necessary between asphalt concrete courses. No prime coat shall be required. A tack coat between layers of asphalt concrete shall be required if not paved on the same day or if the surface has been contaminated or soiled. Any contamination or soiling shall be thoroughly cleaned and a tack coat placed between layers immediately prior to paving.

Care shall be taken to assure compaction of the inside corners of the first lift. Ramping shall not be allowed on the course placed immediately prior to the surface course.

A minimum of two lifts shall be used for each replacement area or digout with a depth greater than three inches. The surface course shall be 1-1/2 inches minimum thickness. No single base or intermediate course may exceed three inches.

The repaired areas shall conform to the level of the surrounding pavement so that no elevation variation is evident. The surface shall have a maximum variation from high to low of 0.01 feet maximum when measured with a twelve-foot level. Variation at the edges shall not exceed 0.01 feet maximum. When matching existing pavement, the finished surface shall not inhibit drainage. The upslope edge of the digout or replacement shall be 0.00 feet high to 0.01 feet low. On the downslope edge of the digout or replacement, the finished surface shall be 0.01 feet high to 0.00 feet low. Any resulting variations shall be corrected to the satisfaction of the Engineer.

**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:

Removal and disposal of hot mix asphalt materials including sawcutting, is paid for as Digout or Remove and Replace HMA.

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.

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 by the utility company 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 by the utility company 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 by the utility company 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 by the utility company 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 EARTHWORK AND LANDSCAPE

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 V Surfacing and Pavements

37 BITUMINOUS SEALS

Replace Section 37-3 SLURRY SEAL AND MICRO-SURFACING with

SCOPE
The work consists of constructing a Type II slurry seal. The Type II emulsion-aggregate slurry seal constructed in accordance with the Standard Specifications for Public Works Construction, 2015 Edition, (SSPWC or Greenbook 2015) Section 203-5 and 302-4 and as modified herein.

MATERIALS
The materials for slurry seal immediately prior to mixing shall conform to the following requirements:

Aggregate – Aggregate shall conform to Type II.
Asphalt Emulsion - Polymer modified asphaltic emulsion shall be composed of a bituminous material uniformly emulsified with water and an emulsifying or stabilization agent and shall contain a polymer. The polymer used in the manufacture of polymer modified asphaltic emulsions shall be at the option of the CONTRACTOR, either neoprene, or a copolymer of butadiene and styrene. The polymer used in the polymer modified asphaltic emulsion shall be homogenous and shall be milled into the product at the colloid mill.

<table>
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<tbody>
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</table>

Note: When the test for polymer content of polymer modified asphaltic emulsion is used, see sampling requirements in Section 94-1.03, "Sampling" of the Standard Specifications.

At the time of delivery of each shipment of asphalt, the vendor supplying the material will deliver to the purchaser certified copies of the test report. The test report shall indicate the name of the vendor, type and grade of asphalt delivered, date and point of delivery, quantity delivered, delivery ticket number, purchase number, and results of the specified tests. The test report signed by an authorized representative of the vendor shall certify that the product delivered conforms to the specifications of the type and grade indicated.
The certified test reports and the testing required in connection with the reports shall be at no cost to the City. Until the certified test reports and samples of the materials have been checked by the Engineer to determine conformity with the prescribed requirements, the material to which the report related and any work in which it may have been incorporated as an integral component will be only tentatively accepted by the City. Final acceptance will be dependent upon the determination of the City Inspector that the material involved fulfills the prescribed requirements.

The retardant shall be of a type that will prevent slurry mix from setting up prematurely in the spreader box and to ensure the applied slurry mix can support vehicular traffic within 60 minutes after the last application. A retardant, when used, shall be in liquid form when added to the slurry mix in the mixing chamber of the continuous mixer. Any proposed retardant and proportioning system shall be subject to evaluation and approval by the City Inspector at the pre-construction meeting.

Sufficient water must be used to obtain a mix consistency that is smooth and homogeneous and does not segregate on standing.

QUALITY CONTROL AND ASSURANCE

DAILY CONTRACTOR RECORDS

Aggregate and Emulsion Delivery Tickets
The Engineer shall be notified in 24 hours in advance of scheduled delivery of aggregate and emulsion. The Contractor shall provide delivery tickets to the Engineer on the same day as delivery. A certificate of compliance for the emulsion shall accompany each delivery of emulsion. Excess aggregate or emulsion returned to the source or to other projects shall be scaled at a commercial scale within 50 miles of City of Goleta on the same day as the material is removed from the jobsite. The scale tickets shall be provided to the Engineer at the end of the day that the return material was removed from the site.

Aggregate Sampling
The Contractor shall facilitate sampling of aggregates and emulsion. The sampling shall occur as soon after delivery as practical. The Contractor shall sample the aggregate at the rate of one per 100 tons. The Engineer will provide random sampling milestones to the Contractor. The Contractor shall sample and split the sample in the presence of the Engineer. The Engineer will provide a splitter, sample bags and sample identification tags.

Emulsion Sampling
Each truck of emulsion delivered to the project shall be sampled by the Contractor. The Contractor shall provide the Engineer with a 2 quart sample in a plastic container. The Contractor shall provide the containers. The samples shall be labeled with a label provided by the Engineer. All required information shall be provided. Samples shall be provided to the Engineer on a daily basis including a copy of the delivery ticket with weight and Certificates of Compliance for the load delivered.

Mixed Slurry Sampling
A minimum of twice daily, the Engineer will request the Contractor to sample mixed slurry
from the pug mill discharge. The Engineer will provide a plastic container for the samples. The Contractor shall clean the outside of the container immediately after sampling and prior to delivering to the Engineer. Such mix samples may be requested at any time.

**Daily Production Records**
The Contractor shall maintain all aggregate belt counters in operation order at all times. If the counter should become inoperable, it shall be taken immediately out of service.

**CONSTRUCTION**

**Scheduling**
The CONTRACTOR shall prepare the roadway and place the Slurry Seal within a 5 working day period.

Some of the streets require digouts. This work shall be accomplished no more than 2 weeks or 10 working days prior to the placement of the slurry seal.

The CONTRACTOR shall comply with this project manual including all traffic control and notice requirements.

**Slurry Application**
Each machine shall have a spray bar attached to enable the fogging of the pavement surface with water.

The CONTRACTOR shall apply the slurry using a minimum of two continuous mixers, one mixer to be applying slurry, while the other machine is in transit to and from the batch site. The CONTRACTOR shall provide a coordinator, at least one competent quickset mixing man, one driver for the mixer applying the slurry, and one shuttle driver for the machine en route to reload. The CONTRACTOR shall also provide sufficient laborers for any handwork and cleanup required to ensure proper progress of work.

Transit mix trucks shall not be used.

Prior to placement, all existing utility lids and covers shall be located and referenced so they can be exposed after the slurry seal placement.

Prior to applying slurry seal, the surface to be sealed shall be cleaned by the CONTRACTOR, to the approval of the City Inspector, of all loose material, silt, vegetation, and other objectionable material by a method approved by the City Inspector. The surface may be pre-wetted by fogging ahead of the slurry box if required by local conditions. Water used in pre-wetting the surface shall be applied at such a rate that the entire surface is damp with no ponding of water.

Slurry seal shall only be placed when both pavement and air temperatures are at least 50°F and rising. Do not place slurry seal if either the pavement or air temperature is below 50°F and falling or during unsuitable weather. The expected high temperature must be at least 65°F within 24 hours after placement. Slurry seal shall not be placed if rain is imminent or if there is the possibility that there will be freezing temperatures within 24 hours.
The applied slurry seal shall be rolled with a minimum of three passes with a pneumatic roller prior to opening to traffic.

Protection and maintenance of the street surface to the condition required for proper slurry application shall be the sole responsibility of the CONTRACTOR and no additional expense will be allowed. The CONTRACTOR shall, at the direction of the City Inspector repair and reseal all areas of the streets which have not been sealed properly and completely or have been damaged by traffic.

The CONTRACTOR shall exercise care to prevent slurry from being deposited on concrete surfaces. The CONTRACTOR shall remove slurry from surfaces not designated to be sealed each day. No additional streets shall be slurry sealed until this clean-up has been performed. The method of slurry removal shall be approved by the City Inspector. All streets to be slurry sealed shall be sealed from edge of pavement to edge of pavement. Spreaders to be used for this operation shall meet the approval of the City Inspector.

The sites for stockpiling and batching materials shall be clean and free from objectionable materials and shall be located outside the road right-of-way. Arrangements for these sites shall be the responsibility of the CONTRACTOR. If on private property, a written agreement shall be approved by the Planning Department prior to commencing operations.

Requests for changes in the schedule must be submitted to the City Inspector for approval at least 48 hours prior to sealing the streets affected.

CONTRACTOR shall tie off survey monuments, manholes, water valves, etc. prior to application of the slurry seal. The CONTRACTOR shall take precautions to remove any slurry that may cover these appurtenances.

Immediately before commencing the slurry seal operation, all surface metal utility covers (including survey monuments) shall be protected by thoroughly covering the surface with an appropriate adhesive and oiled or plastic paper. No adhesive material shall be permitted to cover, seal or fill the joint between the frame and cover of the structure. Covers are to be uncovered and cleaned of slurry material by the end of the same work day. Raised pavement markers shall be covered or cleaned after the application of the seal coat as approved by the Engineer.

Hand tools shall be available to remove spillage. Ridges or bumps in the finished surface will not be permitted.

**Street Maintenance and Sweeping**

After completing, setting, and rolling of the slurry seal, any loose material shall be immediately removed by sweeping with a power sweeper and/or vacuum sweeper the day of application. Interim sweeping using a power sweeper and/or vacuum sweeper shall be accomplished as more loose material appears. As a minimum, interim sweeping shall be accomplished on the 3rd, 7th, 14th, and 21st day after slurry sealing. A final post construction sweeping of all the slurry seal streets shall be performed 30 days after completion of all of the slurry sealing. The entire street surface, including sidewalks and driveways, shall be swept to the satisfaction of the CITY. No loose material will be allowed in the street, gutters, sidewalks or other areas. Special attention shall be
directed to the cul-de-sac areas. If necessary, the CONTRACTOR will employ additional vacuum sweepers to remove the loose materials.

In addition, all misapplied slurry on gutter lips shall be removed the same day as the slurry is placed. Failure to provide cleaning or sweeping shall preclude the CONTRACTOR from continuing with further slurry sealing work until this work is performed.

The CONTRACTOR shall complete any sweeping or street maintenance within 24 hours of request from the CITY.

Final Cleaning

Final cleaning of the Slurry Seal streets shall include removal of any tracked material, misapplied tack coat; or slurry seal; cleaning of all utility covers of any new or old materials; and removal of any miscellaneous debris resulting from construction activities.

MEASUREMENT & PAYMENT

Slurry Seal will be measured and paid for at the contract unit Ton (TN). TN is calculated as an extra long ton of slurry made up of 2,000 pounds of dry aggregate plus asphalt emulsion. The unit price paid per TN for “Crack Seal & Slurry Seal (Type II)” includes all costs associated with surface preparation, including weed killing, crack sealing, furnishing and placing materials required for the Type II Emulsion-Aggregate Slurry, all labor, equipment, tools and incidentals needed to complete the work in place per plans, specifications and details.

Replace Section 37-5 CRACK TREATMENT with

GENERAL

Pavement cracks greater than 1/4-inch and less than 1-inch shall be mechanically routed and cleaned to a depth of at least 1/2-inch, treated with a pre-emergent herbicide, and filled with sealant material until the sealant material is even with the pavement surface.

MATERIALS

Crack sealant shall be a mixture of paving asphalt and ground rubber and shall conform to ASTM D 5078, Type II. The crack seal product shall conform to the following requirements:

<table>
<thead>
<tr>
<th>Test</th>
<th>Specification Limit</th>
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<tr>
<td>Cone Penetration 77°F(25°C)(ASTM D5329)</td>
<td>35-55</td>
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<tr>
<td>Resilience (ASTM D5329)</td>
<td>40% min.</td>
</tr>
<tr>
<td>Softening Point (ASTM D36)</td>
<td>200°F(93°C) min.</td>
</tr>
<tr>
<td>Ductility 77°F(25°C)(ASTM D5113)</td>
<td>30 cm min.</td>
</tr>
<tr>
<td>Flexibility (ASTM D3111 Modified)</td>
<td>Pass at 20°F(-7°C)</td>
</tr>
<tr>
<td>Flow 140°F(60°C)(ASTM D5329)</td>
<td>3 mm max.</td>
</tr>
</tbody>
</table>
Brookfield Viscosity 400°F(204°C)(ASTM D2669) 100 Poise max.
Asphalt Compatibility (ASTM D5329) Pass
Bitumen Content (ASTM D4) 60% min.
Tensile Adhesion (ASTM D5329) 500% min.
Safe Heating Temperature 400°F(204°C)
Recommended Pour Temperature 380°F(193°C)

The sealant material shall cure immediately upon cooling to a sufficient viscosity to prevent tracking by traffic.

The pre-emergent herbicide shall be ‘Arsenal’ or equivalent, as approved by the Engineer. The Contractor shall submit a product information sheet on the sterilent to be used.

CONSTRUCTION
Cleaning of Cracks
ALL cracks shall be blown clean and free from dirt, debris, and vegetation with compressed air that is not less than 85 CRM at 100 psi. Leaf type blowers are not allowed.

Any weed growth shall be physically removed. Water jets will not be allowed. Any areas indicating weed growth within the roadway area from curb to curb including the joint between the gutter lip and asphalt pavement shall be sterilized and treated with a pre-emergent herbicide. A minimum of two applications shall be made with a minimum period of 7 calendar days between applications. The second application shall be applied to treated areas and any additional new weed growth between applications. Any new weed growth shall be treated a third time after a minimum of 7 days from the second application.

During all construction operations, the Contractor shall protect cracks cleaned for sealing from intrusions of solid foreign materials into the groove or into the sealant.

Sealing
All properly prepared cracks shall be sealed by inserting a nozzle into the crack and filling it from the bottom up with the approved sealant material. The application of sealant shall comply with the manufacturer’s application guidelines.

Crack seal materials shall not be placed when the surface temperature is below 50 degrees Fahrenheit. Crack surfaces shall be surface dry at the time the sealant is applied.

The finished crack seal shall be bonded to the crack such that there is no separation or opening between the sealant and the crack edge and there shall be no cracks, separation or other opening in the sealant.
The Contractor shall remove crack seal material that is not placed within the conformance of these provisions, clean cracks as specified herein and reseal the cracks at his or her expense.

**Squeegeeing**
After filling the cracks with the sealant, they are to be squeegeed with a "U" shaped squeegee so as to strike off excess material and to provide a band aid effect with the sealant. After the sealant has cooled, there may be a slight depression of not more than 1/8th-inch below the adjacent pavement.

**Sweeping**
All streets will be swept on a daily basis after the material has set up adequately so that the sweeper will not do any damage to the sealant.

**Equipment**

**Router:** Shall be a two-wheeled, impact router, such as the Crafco 200 router or equal, capable of following random cracks.

**Sealant Machine:** Shall be a double boiler heat system, such as the Crafco EZ Pour 200 Sealant Machine or equal, capable of heating the sealant to the manufacturer’s recommendations without placing direct heat onto the sealant.

**Compressor:** The compressor shall be capable of providing a minimum of 100 psi at the nozzle for removal of any debris, dirt, or vegetation that may be in the cracks after the routing.

**Squeegee:** Shall be a "U" shaped, rubber-footed tool capable of leveling off the sealant without leaving an excess of material on the cracks after filling.

### 39 HOT MIX ASPHALT

**GENERAL**

**Summary**
This work includes producing and placing hot mix asphalt (HMA).

Comply with Section 39, "Hot Mix Asphalt," of the 2010 Standard Specifications (Non-revised Edition) except as modified in these special provisions.

**Submittals**
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.
MATERIALS
Asphalt Binder
The grade of asphalt binder mixed with aggregate for all HMA Type A must be PG 64-10.

Aggregate
Generally, the hot mix asphalt to be used will be as follows unless 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.

Surface Courses: 1/2 inch Type A, hot mix asphalt for surface courses of 2-1/2 inches.

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

Mix voids to be targeted at 4.0%.

TSR to be minimum 70 in accordance with CTM 371.

CONSTRUCTION
Surface Preparation
The work shall consist of preparing the existing street surfaces prior to the commencement of paving. Such work shall include removing raised pavement markers, removing paint traffic markings and legends, controlling nuisance water, sweeping, watering, and removing loose and broken asphalt concrete pavement and foreign material as specified in the Standard Specifications and these Technical Provisions, and as directed by the Engineer.

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. Any broken or damaged pavement edges shall be re-cut prior to paving. All removed material shall be cleared from the site.

The excavated areas shall be graded as shown on the plans as necessary to provide a uniform pavement thickness. The base rock or native soil shall be compacted to 95% relative compaction. Compaction testing shall be performed in accordance with either CTM 216 and 231 or ASTM D-1557, D-2216, D-2922, and D-3017. All segregated or loose material shall be removed.

On areas where the underlying material appears to be wet or soft or where it deflects under wheel loads, the Contractor shall employ excavation and work techniques which do not worsen the sub-grade condition.

Prior to placing aggregate base or Hot Mix Asphalt, each pavement replacement area shall be proof-rolled with a loaded construction vehicle, preferably a ten cubic yard dump truck or equivalent. The compacted surface shall not visibly yield or deflect. Soft, yielding, unstable, or unsuitable areas shall be removed and replaced with base rock or Hot Mix
Asphalt. If the areas were caused or significantly worsened by the Contractor's operations, these areas shall be replaced at the Contractor's expense.

In the event that the underlying material is soft, yielding, unstable, or unsuitable, it shall be excavated to a depth of 0.5 feet below the depth required above and disposed of in accordance with these Special Provisions. The limits of removal shall be designated by the Engineer. The resulting space shall be filled with a single lift of Hot Mix Asphalt.

Unsuitable material is defined as material the Engineer determines to be:

1. Of such unstable nature as to be incapable of being compacted to specified density using ordinary methods at optimum moisture content, or
2. Too wet to be properly compacted and circumstances prevent in-place drying prior to incorporation into the work, or
3. Otherwise unsuitable for the planned use.

Care shall be taken to assure compaction of the inside corners of the first lift. Ramping shall not be allowed on the course placed immediately prior to the surface course.

A minimum of two lifts shall be used for each replacement area or digout with a depth greater than three inches. The surface course shall be 1-1/2 inches minimum thickness. No single base or intermediate course may exceed three inches.

The repaired areas shall conform to the level of the surrounding pavement so that no elevation variation is evident. The surface shall have a maximum variation from high to low of 0.01 feet maximum when measured with a twelve-foot level. Variation at the edges shall not exceed 0.01 feet maximum. When matching existing pavement, the finished surface shall not inhibit drainage. The upslope edge of the digout or replacement shall be 0.00 feet high to 0.01 feet low. On the downslope edge of the digout or replacement, the finished surface shall be 0.01 feet high to 0.00 feet low. Any resulting variations shall be corrected to the satisfaction of the Engineer.

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.

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, ‘Asphalts Binder,’.

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.
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.

Removal and Disposal of Material

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

Contractor Quality Control

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.

**Engineer’s Acceptance**

**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 in to 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:
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.

**MEASUREMENT AND PAYMENT**

Section 39-6, “Payment,” of the Standard Specifications shall not apply. The contract price paid per square foot for “Digout or Remove & Replace 4” HMA” and “Digout or Remove & Replace 6” HMA” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in complete in place, including sawcutting, cold planning, removal, proof rolling, excavation, off-haul, proper disposal, aggregate base, compaction, HMA, and tack coat, as shown on

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<table>
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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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< 90.0 Remove and Replace  > 99.0 Remove and Replace
the exhibit, as specified in the Standard Specifications and in these special provisions, and as directed by the Engineer.

Contractor shall include in the unit price all costs relating to submitting the JMF including all testing costs for JMF verification and quality control testing. The unit price includes the cost of providing the Contractor’s Quality Control Plan. The Contractor shall pay all the cost of coring if requested to verify density by cores. The City will pay cost of testing cores.

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.

**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 removing existing and 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.

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).

Replace Section 94-1.04 Payment

Payment for tack coat shall be considered as included in the contract unit price paid for the item Digout.