



REQUEST FOR BIDS FOR
ANNUAL SIGNAL
MAINTENANCE SERVICES
FY2019 – FY2022

Sealed Bids Due: 3:00 p.m. on August 30, 2018

Deliver to:

**Office of the City Clerk
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117**

Bid Number: 03-18

Approved by: _____
Charles W. Ebeling PE, TE, Public Works Director

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SECTION A
NOTICE INVITING SEALED BIDS

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**SECTION A NOTICE INVITING SEALED BIDS
FOR
ANNUAL SIGNAL MAINTENANCE SERVICES
IN THE CITY OF GOLETA**

BID PURSUANT TO GOLETA MUNICIPAL CODE § 3.05.150, ET SEQ.

PUBLIC NOTICE IS HEREBY GIVEN that the City of Goleta (CITY) invites sealed bids for the above project and will receive such bids in the **Office of the City Clerk, City of Goleta City Hall, 130 Cremona Drive, Suite B, Goleta, California 93117**, on:

Sealed Bids Due: 3:00 p.m. on August 30, 2018

at which time they will be publicly opened.

Copies of the bid request are available from the CITY, 130 Cremona Drive, Suite B, Goleta, California 93117 upon payment of a \$10.00 non-refundable fee if picked up, or payment of \$20.00 non-refundable fee, if mailed, and at NO COST from the City's website, www.cityofgoleta.org, or on ebidboard.com.

The work includes all labor, material and equipment necessary to provide Signal Maintenance Services for the City of Goleta for a four year period.

The City's standard maintenance service contract incorporates the provisions of the California Labor Code and requires the successful bidder to comply with the prevailing rates of wages and apprenticeship employment standards established by the Department of Industrial Relations.

Minority 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.

Note that a bid bond is required for this bid.

Note that a labor and materials bond is required for this bid.

Note that the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. Pursuant to California law, the City must find bids failing to comply with all applicable Labor Code requirements including, without limitation, Labor Code §§ 1725.5 and 1771.4, to be nonresponsive.

If you have any questions please contact Robert Morgenstern, Public Works Manager, at (805) 968-6769.

Any protest to an intended award of this contract shall be made in writing addressed to

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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 at www.cityofgoleta.org.

DATED this ____th day of July 2018.

CITY OF GOLETA, CALIFORNIA

Deborah S. Lopez, City Clerk

Published:

The Santa Barbara News Press: August 2, 2018
August 16, 2018

SECTION B
BIDDING INSTRUCTIONS

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SECTION B BIDDING INSTRUCTIONS

1. **DEFINITIONS.** Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in these Bidding Documents. Words and phrases not defined in this Section have the meaning set forth in the Goleta Municipal Code (“GMC”) or applicable law.

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 a proposed change in the maintenance services, as described in the Bidding Documents which, if accepted, may result in a change to either the Contract Sum or the Contract Time, or both.

1.3 “Bid Deadline” means the date and time designated in the Notice for 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 construction documents prepared and issued for bidding purposes including all Addenda.

1.6 “Contract Documents” means the Notice Inviting Bids; Instructions to Bidders; Supplementary Instructions to Bidders; Bid; the Maintenance Service Agreement; Supplementary Conditions; Exhibits; Technical Specifications; Addenda; Notice to Proceed; Notice of Completion; and all other documents identified in the Contract Documents which together form the contract between the City and the Contractor for the Work. The Contract Documents constitute the complete agreement between the City and the Contractor and supersede any previous agreements or understandings.

1.7 “Lump Sum 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 unit price items or Alternates.

1.8 “Unit Price” means an amount stated in the Bid for which Bidder offers to perform the Unit Price Work for a fixed price per unit of measurement.

1.9 “Work” means the Scope of Work identified in the Contract Documents for which the Notice Inviting Bids is issued.

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.

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2.2 Bidder visited the Project site and is familiar with the conditions under which the Work will be performed and the local conditions as related to the Contract Documents.

2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents.

2.4 The Bidder must hold a valid Class C-10 contractor license. Bidder and all Subcontractors, regardless of tier, must have the appropriate current licenses issued by the State of California Contractor's State License Board 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, (2) a General Engineering contractor "A" license, or (3) a General Building contractor "B" license. This requirement is applicable whether or not Bidder lists a Subcontractor for each such trade.

2.5 If licensure or proper licensure is controverted, then proof of licensure pursuant to this section must be made by production of a verified certificate of licensure from the Contractors' State License Board which establishes that the individual or entity bringing the action was duly licensed in the proper classification of contractors at all times during the performance of any act or contract covered by the action. Nothing in this subdivision requires any person or entity controverting licensure or proper licensure to produce a verified certificate. When licensure or proper licensure is controverted, the burden of proof to establish licensure or proper licensure is on the licensee.

2.6 Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.

2.7 The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on Bidder's behalf.

2.8 Bidder is aware of and, if awarded the Contract, will comply with Applicable Code Requirements in its performance of the Work.

2.9 The Bidder has paid the City's 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 for 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.

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 Requests for clarification or interpretation of the Bidding Documents will be addressed to the City's Representative.

4.3 Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda. 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. PRODUCT SUBSTITUTIONS. No substitutions will be considered before award of Contract. Substitutions will only be considered after award of the Contract and as provided for in the Contract Documents.

6. SUBCONTRACTORS.

6.1 Each Bidder will list in the Bid Form all first-tier Subcontractors that will perform work, labor or render such services. The Bid Form contains spaces for the following information when listing Subcontractors: (1) Work Activity; (2) name of Subcontractor; (3) city of Subcontractor's business location. Failure to list any of these items on the Bid Form will result in the City treating the Bid as if no Subcontractor was listed for the Work and that Bidder represents to the City that it is fully qualified to perform that portion of the Work and will perform do so.

6.2 Subcontractors listed in the Bid Form will only be substituted after the Bid Deadline with the City's written consent in accordance with California law.

7. ADDENDA.

7.1 Addenda will be in writing and issued only by the City. 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 street address for receipt of Addenda.

7.2 Copies of Addenda will be made available for inspection at the City's Public Works Department.

7.3 The City will issue Addenda so that they are received by prospective Bidders not later 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.

7.4 Each Bidder is responsible for ensuring that it has received all issued Addenda before issuing a Bid.

8. FORM AND STYLE OF BIDS

8.1 Bids will be submitted on the Bid Form included with the Bidding Documents. Bids not submitted on the City's Bid Form will be rejected.

8.2 All blanks on the Bid Form will be filled in legibly in ink or by typewriter.

8.3 Bidder's failure to submit a price for any Alternate or unit price will result in the Bid being considered as nonresponsive. If Alternates are called for and no change in the Lump Sum Base Bid is required, enter "No Change."

8.4 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. The City may reject the bid based on such information.

8.5 Bidder will make no stipulations on the Bid Form nor qualify the Bid in any manner.

8.6 The Bids will be based upon full completion of all the Work as shown on the plans and specifications. It is expressly understood that the plans are drawn with as much accuracy as is possible in advance, but should errors, omissions or discrepancies exist in the plans which show conditions that vary from those encountered in construction, the Bidder (if awarded the Contract) specifically agrees to construct a completed work ready for the use and in the manner which is intended. In the event of increasing or decreasing of work, the total amount of work actually done or materials or equipment furnished must be paid for according to the unit or lump sum price established for such work under the

contract, wherever such unit or lump sum price has been established. In the event no prices are named in the contract to cover such changes or alterations, the cost of such changes must be covered as extra work.

8.7 The Bid Form will be signed by a person or persons legally authorized to bind Bidder to a contract. Bidder's Representative will sign and date the Declaration included in the Bid Form. Failure to sign and date the declaration will cause the Bid to be rejected.

9. BID SECURITY

9.1 If indicated on the Notice Inviting Bids, each Bid will be accompanied by Bid Security, in the amount of 10% of the Lump Sum Base Bid 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. Bid Security will be a Bid Bond on the form provided by the City or a certified check made payable to "City of Goleta." When a Bond is used for Bid Security, failure to use the City's Bid Bond form will result in the rejection of the Bid.

9.2 If the apparent lowest responsible Bidder fails to sign the Agreement and furnish all items required by the Bidding Documents within the time limits specified in these Instructions to Bidders, the City will disqualify such Bidder and select the next apparent lowest responsible Bidder until all bids have been exhausted or the City may reject all bids. In such an event, the disqualified 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.

9.3 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 will be listed in the latest published State of California, Department of Insurance list of, "Insurers Admitted to Transact Surety Insurance in This State."

9.4 The City will retain Bid Security until the occurrence of one of the following:

9.4.1 All items required by the Bidding Documents have been furnished and the Agreement has been signed by the successful Bidder and the City.

9.4.2 The specified time has elapsed during which Bids may be withdrawn.

9.4.3 All Bids have been rejected.

9.5 The Bid Form, Bid Security, and all other documents required to be submitted

with the Bid will be enclosed in a sealed opaque envelope. The envelope will be addressed to the City Clerk. The envelope will be identified with the Project name, 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 envelope will be enclosed in a separate mailing envelope labeled as follows: "SEALED BID ENCLOSED."

9.6 Bids will 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.

9.7 Bidder will assume full responsibility for timely delivery at the location designated for receipt of Bids.

9.8 Oral, telephonic, facsimile, or telegraphic Bids are invalid and will not be accepted.

10. MODIFICATION OR WITHDRAWAL OF BID.

10.1 Before the Bid Deadline, a submitted Bid may be modified or withdrawn. Notice of such action will be given to the City in writing and signed by the Bidder's authorized representative. A change so made will be so worded as not to reveal the amount of the original Bid.

10.2 A withdrawn Bid may be resubmitted up to the Bid Deadline, provided that it then fully complies with the Bidding Requirements.

10.3 Bid Security will be in an amount sufficient for the Bid as modified or resubmitted.

10.4 Bids may not be modified, withdrawn, or canceled within sixty (60) days after the Bid Deadline unless otherwise provided in Supplementary Instructions to Bidders.

11. OPENING OF BIDS. Bids submitted in the manner required by these instructions and are received on or before the Bid Deadline will be opened publicly.

12. REJECTION OF BIDS.

12.1 The City will have the right to reject all Bids.

12.2 The City will have the right to 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 or irregular.

13. AWARD

13.1 The City may retain all bids for a period of sixty (60) days for examination and comparison, and to delete any portion of the work from the contract.

13.2 The City may waive nonmaterial irregularities in a Bid and to accept the lowest responsive Bid as determined by The City.

13.3 The City has the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents.

13.4 The City will determine the low Bidder on the basis of the sum of the Lump Sum Base Bid plus all unit prices multiplied by their respective estimated quantities as stated in the Bid Form, if any, plus the Contractor Delay Damages

multiplied by the “multiplier” as stated in the Bid Form, plus the amounts of all accepted Alternates.

13.4.1 Inclusion of Contractor Delay Damages within the Bid Form is solely for the purpose of determining the low bidder and establishing the City’s maximum daily liability as a result of City delays to Contractor, if any, and City has no obligation to pay any daily Contractor Delay Damages except as provided for in these Contract Documents for Compensable Delays. In the event that City becomes liable to Contractor for compensable delays, City agrees to pay Contractor the daily Contractor Delay Damages set forth in the Bid Form or Contractor’s actual daily delay damages, whichever is less, for each day of Compensable Delay as provided for by these Contract Documents.

13.5 The City will select the apparent lowest responsive and responsible Bidder and notify such Bidder within thirty (30) days (unless number of days is modified in Supplementary Instructions to Bidders) after the Bid Deadline or reject all bids. Within ten (10) days after receiving the City’s notice that Bidder was selected as the apparent lowest responsible Bidder, Bidder will submit to the City all of the following items:

13.5.1 Three originals of the Agreement signed by Bidder.

13.5.2 Three originals of the Labor and Materials Bond.

13.5.3 Three originals of the Performance Bond (if applicable).

13.5.4 Three originals of the Noncollusion Affidavit.

13.5.5 Certificates of Insurance on form provided by the City.

13.5.6 Names of all Subcontractors, with their addresses, telephone number, facsimile number, 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.

13.5.7 Preliminary Contract Schedule.

13.5.8 Selection of Retention Options and Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention. If not submitted, the City will withhold retention.

13.5.9 Cost Breakdown.

13.6 Before award of the Contract, the City will notify Bidder in writing, if the City objects to a Subcontractor proposed by Bidder, in which case Bidder will propose a substitute acceptable to the City. Failure of the City to object to a proposed Subcontractor before award will not preclude the City from requiring replacement of any Subcontractor based upon information received subsequent to award, information which cannot be properly evaluated before award due to time constraints, or information relating to a failure to comply with the requirements of the Contract.

13.7 If Bidder submits the three original signed Agreements and all other items within ten (10) days after receiving the City's notification, and all such items comply with the requirements of the Bidding Documents, the City will award the Contract to Bidder by signing the Agreement and returning a signed copy of the Agreement to Bidder.

13.8 If the City consents to the withdrawal of the Bid of the apparent lowest responsible Bidder, or the apparent lowest responsible Bidder fails or refuses to sign the Agreement or submit to the City all of the items required by the Bidding Documents, within ten (10) days after receiving the City's notification, or the City determines that the Bidder is not financially or otherwise qualified to perform the Contract, the City may reject such Bidder's Bid and select the next apparent lowest responsible Bidder, until all bids are exhausted, or reject all Bids.

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SECTION C INSURANCE REQUIREMENTS

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**SECTION C INSURANCE REQUIREMENTS
MUST BE SUBMITTED WITH SEALED BID**

To be awarded this contract, the successful bidder must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2M
Business automobile liability	\$1M
Workers compensation	Statutory requirement.

Commercial general liability insurance must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name the City, its officials, and employees as “additional insureds” under said insurance coverage and to state that such insurance will be deemed “primary” such that any other insurance that may be carried by the City will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance must be on an “occurrence,” not a “claims made,” basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Automobile coverage must be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Consultant must furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance must be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of “A:VII.” Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Consultant will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City’s consultant. Failure to provide this insurance will render the bidder’s bid “nonresponsive.”

Date

Bidder

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SECTION D
BID BOND

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**SECTION D BID BOND
FOR
ANNUAL SIGNAL MAINTENANCE SERVICES**

KNOW ALL PERSONS BY THESE PRESENTS that Bidder _____ 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 _____ Dollars (\$_____), which is ten percent (10%) of the total amount bid 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 is about to submit a bid to CITY for the above stated project, if such bid is rejected, or if such bid is accepted and a contract is awarded and entered into by PRINCIPAL in the manner and time specified, and PRINCIPAL provides the required payment and performance bonds and insurance coverages to CITY in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of CITY.

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 _____, 2018

PRINCIPAL: _____

(Address) _____

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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.

SECTION E LABOR & MATERIALS BOND

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**PAYMENT BOND
FOR
CITY OF GOLETA ANNUAL SIGNAL MAINTENANCE SERVICES**

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 two hundred thousand dollars (\$200,000.00), (100% of anticipated annual value of the contract), 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 3181 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 3181 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.

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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.]

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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 F BID FORMS

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**SECTION F BID FOR
ANNUAL CONTRACT FOR SIGNAL MAINTENANCE
SERVICES IN THE CITY OF GOLETA, CALIFORNIA**

FOR ANY QUESTIONS REGARDING THIS BID PLEASE CONTACT ROBERT MORGENSTERN, PUBLIC WORKS MANAGER AT (805) 968-6769.

BIDS TO BE RECEIVED BY: **August 30, 2018 at 3:00 P.M.**

TERM OF CONTRACT: 30 MONTHS (May be extended in one year increments for a maximum number of five (5) years).

LIQUIDATED DAMAGES: ASSESSED AT **\$1,000.00** PER EACH 24 HOUR PERIOD AFTER THE 1 HOUR RESPONSE PERIOD.

LIABILITY INSURANCE REQUIRED

BID BOND REQUIRED IN THE AMOUNT OF SUBMITTED BID

PAYMENT BOND REQUIRED IN THE AMOUNT OF \$200,000

ALL BIDS ARE VALID FOR 60 CALENDAR DAYS AFTER BID DATE

CONTRACTOR MUST EXECUTE CONTRACT WITHIN 10 CALENDAR DAYS FROM AWARD.

BIDDER SHALL COMPLETE

COMPANY NAME _____

STREET ADDRESS _____

CITY _____, STATE _____ ZIP CODE _____

TELEPHONE NO.: _____

CONTACT NAME: _____

TITLE: _____

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**SCHEDULE OF ANNUAL LABOR AND EQUIPMENT PRICES
PREVENTATIVE MAINTENANCE**

ITEM	DESCRIPTION	UNIT	QUANTITY*	UNIT PRICE	TOTAL
1	Monthly Preventative Maintenance per Signalized Intersection (Quantity represents total annual inspections.)	EA	468	\$	\$

EXTRAORDINARY MAINTENANCE SERVICE

ITEM	DESCRIPTION	UNIT	QUANTITY*	UNIT PRICE	TOTAL
2	Electrician, NEC Certified, IMSA Level II	Hourly	410	\$	\$
3	Electrician NEC Certified, IMSA Level II (Overtime Rate)	Hourly	65	\$	\$
4	Traffic Signal Technician – Laboratory	Hourly	8	\$	\$
5	Traffic Signal Technician – Laboratory (Overtime Rate)	Hourly	0	\$	\$
6	Traffic Signal Laborer	Hourly	20	\$	\$
7	Traffic Signal Laborer (Overtime Rate)	Hourly	10	\$	\$
8	Underground Service Alert Markings	Each	105	\$	\$
9	Pickup Truck	Hourly	0	\$	\$
10	Service (Utility) Truck	Hourly	0	\$	\$
11	Aerial Lift Truck	Hourly	470	\$	\$
12	Portable Generator	Hourly	10	\$	\$
13	Controller Cabinet Rental with all Appurtenances	Month	2	\$	\$
14	Replace Video Detection for Complete 4 way Intersection	EA	2	\$	\$
	TOTAL BID				\$

- **The Quantities indicated are ESTIMATES only used to evaluate the Low Bidder. The actual amount paid will be based on the work performed and unit prices submitted as approved by the City.**

SIGNED: _____ DATE: _____

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PRINT NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____ CITY: _____

STATE: _____ ZIP: _____ PHONE: _____

CONTRACTOR'S LICENSE # _____ CLASS _____

EMAIL ADDRESS: _____

BIDDER’S REFERENCES

The following are the names, addresses, and phone numbers for three public agencies for which Bidder has performed similar work within the past two years:

- 1. Name of Agency: _____
Agency Address and Telephone _____

Contact Person: _____
Type of Construction Project: _____
Contract Amount: _____

- 2. Name of Agency: _____
Agency Address and Telephone _____

Contact Person: _____
Type of Construction Project: _____
Contract Amount: _____

- 3. Name of Agency: _____
Agency Address and Telephone _____

Contact Person: _____
Type of Construction Project: _____
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 "C-10") 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.

BIDDER ELIGIBILITY

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.

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 ventures, and/or corporate officers having a principal interest in this Bid:

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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 _____, 2018, at _____ California.

Signature and Title of Bidder
or Authorized Representative

(SEAL)

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SECTION G
SCOPE OF WORK

SECTION G SCOPE OF WORK

GENERAL CONDITIONS & REQUIREMENTS

A. SIGNALIZED INTERSECTIONS

1.0 ROUTINE PREVENTATIVE MAINTENANCE SERVICE

Routine preventative maintenance service, the cost of which is specified in the "Bid" includes the following services and work related thereto.

1.1 Monthly Inspection

Contractor shall perform a monthly inspection of each signalized intersections as follows:

- a) Walk the intersection and visually inspect all signal heads for proper operation, alignment, broken lenses and missing parts.

During the walk around, depress all pedestrian push buttons and observe for proper timing operation and display. As soon as possible replace broken parts, or change parts and align signal heads, adjust all vehicle or pedestrian signals as necessary.
- b) Closely examine the functioning of the traffic controller in relation to the approaching traffic. Compare the timing chart to the intervals which are timed by the traffic controller. Correct the time of intervals, if necessary.
- c) Observe traffic as it approaches the intersection in order to determine if the detector loops (or cameras) and amplifiers are operating properly. Adjust or retune detector amplifier, if necessary.
- d) Inspect all load switches, photocells, dials, cabinet switches, relays, clocks, cabinet locks, etc. and make routine adjustment or minor repairs, if necessary. Correct those deficiencies which are capable of correcting at that time. Make arrangements to correct those deficiencies for which additional personnel are needed.
- e) Clean the cabinet, vacuum if necessary, remove any foreign material. Look for water or excessive dampness inside the cabinet. Determine the cause and remedy the condition. Check the filter,

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and replace it if necessary. Maintain proper temperature inside the cabinet per manufacturer's specifications.

- f) Maintain a record of the field inspection in controller cabinet. This record will include the monthly routine inspection summary.
- g) For Cabinets containing Battery Back-up Systems, verify batteries are charged and in good operating condition. Check charging system for proper operation. Run system test.

1.2 Repair and Replacement

Contractor shall repair or replace any and all defective parts of the signal system which caused any signal failure or malfunction, such as the signal controller, pedestrian timers, timing dial, master controller, coordinating units, synchronizer and interconnect, flashers, lamp burnouts, push buttons, sensing units, and the wiring system within the controller cabinet, as the need arises, unless the failure or malfunction falls in the category of extraordinary maintenance service as defined in Section 5.

Controllers shall not be removed or replaced, except for repair, without prior approval of the Director (or his/her designee). Controllers under guarantee shall be delivered to the manufacturer or held for pick up by the manufacturer.

When controller mechanisms become obsolete or deteriorated to the point of being beyond repair, a report shall be made to the Director (or his/her designee) demonstrating or providing evidence that replacement is necessary along with estimates indicating the detail of material and labor costs of replacement. No change of controller mechanism shall be done without prior written approval of the Director.

1.3 Monthly Preventative Maintenance

a) Service controller cabinet

Inspect exterior and remove paper advertisements, handbills, etc.

Report graffiti to Director (or his/her designee)

Check operation of locks

Lubricate hinges and locks as needed

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Vacuum and dust interior

Clean or replace filter (at least every six months)

Check ventilation fan operation

Check cabinet light operation

b) Control equipment visual check

Controller indicator lights

Detector sensors operational for all loops

Interconnect (if operational)

Disconnected equipment

Missing equipment

c) Control equipment functional test

Actuate each vehicle test button

Actuate each pedestrian test button

Check controller timing per timing chart (immediately report any discrepancies)

Check operation of photoelectric control and each safety light

d) Display equipment check

Check all vehicle indications

Check all pedestrian indications

Check operation of each pedestrian push button

Check signal head alignment

Check for damaged or missing backplates and visors

Check for damaged or missing pedestrian push button instruction plates

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Check for missing handhole cover plates

Check for damaged or missing pull box covers

- e) Routine maintenance shall include the labor and equipment required to inspect, clean, test, and repair each traffic signal controller and associated auxiliary equipment. The Contractor shall repair or replace any and all defective controller components and auxiliary equipment as necessary to maintain a traffic signal in good working order.
- f) The Contractor shall furnish and install spare traffic signal control equipment during the duration when original equipment is removed for repair and testing.
- g) The Contractor shall replace all Controller Cabinet air filters every six months.
- h) The Contractor shall replace burned out LED traffic signal lamps and burned out LED light sources in pedestrian signals as part of routine maintenance. Cost of LED's to be reimbursed to the Contractor.
- i) The Contractor shall realign turned traffic signal heads and turned pedestrian signal heads as part of routine maintenance.
- j) The Contractor shall furnish and replace missing pedestrian push button instruction plates as part of routine maintenance.
- k) The Contractor shall furnish and replace missing handhole cover plates as part of routine maintenance.
- l) The Contractor shall annually clean and polish all traffic signal and pedestrian signal lenses and reflectors as part of routine maintenance. A schedule of the planned dates and locations of the cleaning work shall be submitted to the City prior to performing the work.
- m) The cost of performing routine maintenance shall be included in the monthly maintenance fee for each traffic signal location.

The cost of performing preventative maintenance shall be included in the monthly maintenance fee for each traffic signal location.

Contractor shall complete a “MONTHLY SIGNALIZED INTERSECTION INSPECTION” form (see Attachment B) for each intersection and submit

said forms along with their monthly invoice. Failure to submit the inspection form will result in delay of payment.

1.4 Lamp Replacement

Contractor shall replace all signal lamps on a group basis at five (5) year intervals. If a lamp fails at any time, Contractor shall promptly replace it. Contractor shall use only Caltrans approved LED traffic signal lamps.

1.5 Emergency Service

Contractor shall maintain a 24-hour per day emergency service for the replacement of burned-out lamps, controller malfunctions and any damage creating a public hazard or unsafe or disruptive conditions. Contractor shall maintain a local or toll free telephone number where emergency personnel can be reached 24-hours per day. The telephone number is to be made available to all persons designated by Director. The maximum response time for **emergency service shall be one (1) hour**, under normal conditions.

The replacement of burned-out lamps need not be on an emergency basis provided that there are at least two (2) indications still operative for each direction of travel. **Such replacement shall be handled in a routine manner, but always within twelve (12) hours.**

1.6 Notification

The Contractor shall notify by telephone, the Director, or his/her authorized representative, within twenty four (24) hours of the alteration of the operation of any signal or the installation or removal of any substitute controller or component.

B. FLASHING BEACONS

ON CALL MAINTENANCE SERVICE ONLY

C. ILLUMINATED IN-PAVEMENT X-WALK (none in service currently)

ON CALL MAINTENANCE SERVICE ONLY

D. PEDESTRIAN CONTROLLED FLASHING BEACON CROSSING

ON CALL MAINTENANCE SERVICE ONLY

E. SAFETY BRIDGE LIGHTING

ON CALL MAINTENANCE SERVICE ONLY

F. RADAR FEEDBACK SIGNS (Requiring Date Downloads)

ON CALL MAINTENANCE SERVICE ONLY

G. RADAR FEEDBACK SIGNS

ON CALL MAINTENANCE SERVICE ONLY

2.0 EXTRAORDINARY MAINTENANCE SERVICE

Extraordinary maintenance service shall be performed in accordance with the following:

2.1 Definition Of Extraordinary Maintenance

- a) The failure or malfunction of the signal system if it is primarily caused by:
 - Acts of God;
 - Civil Disorder;
 - Vehicle Collision;
 - Vandalism;
 - Relocation due to street improvements;
- b) Any upgrading work or installation of a signal as directed by Director (or his/her designee).
- c) Service or repair of detector devices external to the controller cabinet.
- d) Non Emergency response time shall be a **maximum of 12 hours** after notification

2.2 Prior Approval

Any extraordinary maintenance service, not deemed emergency in nature, shall require prior approval of the Director, or his/her designee, and shall not commence without advance notice to the Director, or his/her designee

2.3 Cost

City shall pay for extraordinary maintenance service as follows:

- a) Labor: For labor used in extraordinary maintenance service at the hourly rate specified in the “Bid”. Said hourly rates shall be the total cost to City and shall include all compensation for wages, overhead, any fringe benefits including but not limited to employer payments to, or on behalf of, employees for health and welfare, insurance, workers compensation, pension, vacation, sick leave, or any local, state, federal or union tax or assessment.

Regular time rates will be charged to City for labor between 8:00 a.m. to 5:00 p.m. Monday through Friday. Overtime rates will be charged to City for labor between 5:00 p.m. and 8:00 a.m. on weekdays and 24 hours on Saturdays, Sundays and Holidays. “Holidays” means New Years Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day and Day Following Thanksgiving Day, and; Christmas Day.

- b) Materials: For materials used in extraordinary maintenance service, Contractor’s cost from supplier, plus the 10% as specified in the “Bid”. All materials and parts shall be new or shall have the approval of the Director (or his/her designee) if not new. City has the right to inspect Contractor records to verify the costs of any materials used in extraordinary maintenance service.

- c) Equipment: For equipment used in extraordinary maintenance service on a job-trip basis rate as specified in the “Bid” which shall constitute total rates to be paid by City when specified equipment is used.

As used herein, job-trip shall mean the furnishing of required equipment at the site of extraordinary maintenance work. The job-trip rate shall not include the length of time the equipment is at the job site, except that if a particular extraordinary maintenance service entails more than four (4) continuous hours at the job site, within a 24-hour period, two (2) job-trip units shall be paid by City

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All salvaged or damaged materials that cannot be repaired shall be delivered by Contractor to a location designated by the Director (or

his/her designee). All damaged materials that can be repaired in Contractor's signal shop shall be removed to the shop for such repairs and shall be reinstalled when repaired. No compensation other than that included on the job-trip rate shall be paid for transporting such materials to or from the job site.

- d) Invoices must be submitted monthly and must clearly list intersection and subtotal of fees for each intersection as serviced. Jurisdictional intersections must be billed separately from City-owned intersections.

3.0. HIGH LEVEL OF SERVICE

Contractor's performance shall be at the highest level promulgated in the industry.

Contractor must hold a State of California Contractor's License C-10 at all times during the length of agreement with the City, and must have satisfactorily provided traffic signal maintenance services to at least three California municipalities in the last five years.

The Contractor shall assign at least one (1) signal maintenance technician to maintain the City's signals, flashers, and appurtenant equipment. As a minimum, one of these technicians shall have certifications of Level II Traffic Signal Technician from the International Municipal Signal Association (IMSA). The City reserves the right at all times to concur with the Contractor's assignment of personnel to the City. If appropriate, the Contractor shall replace any personnel assigned to the City whose performance is considered unacceptable by the City.

3.1 Signal Timing and Progression

At no time shall Contractor make any changes in timing or progression of the signals except with the approval of the Director (or his/her designee).

3.2 Technical Assistance

Without additional charge to City, Contractor shall offer advice and opinion for improvements to existing intersections, including design criteria for controller modifications and shall respond to questions from

the Police Department or Public Works Department regarding improvements or modifications to existing equipment. Contractor may

be required to attend conference meetings with City personnel pertaining to proposed new intersection design and may be required to aid in the review of plans for proposed signal installations prior to their installation.

Advice and opinion shall encompass progression, timing, design of interconnect systems, types of equipment, modifications, long range upgrading programs, and other items or subjects for which City feels advice and opinion would be helpful.

The Contractor shall have available adequate skilled personnel and proper lab-testing facilities to perform inspection of new controller mechanisms including-controller units, auxiliary equipment, and traffic appurtenances.

3.3 Meetings

The Contractor's technician shall be available to meet with the Public Works Department representative(s) on a weekly basis at a mutually agreed upon time and place in the City of Goleta to review each week's maintenance activities. The Contractor's maintenance supervisor shall be similarly available to meet with the City's Public Works representative on a quarterly basis.

3.4 Activity Reports

The Contractor shall provide, with (or as part of) the monthly invoice, a computerized monthly activity report to the Director (or his/her designee) by the fifteenth working day of each month for the previous month. The report shall include the following:

- (a) Time the service calls were received by Contractor, time arrived at the intersection, the response time, the number of hours spent for each repair and a special listing of intersections with three calls in one month.
- (b) A complete record of all work that was performed on the City traffic signal equipment during the previous month including the make, model, and serial number of any major components or other equipment that was newly installed at each intersection.
- (c) Time and date the PM work was performed.

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- (d) The Contractor shall provide a monthly report of all pending repair work needed at each intersection.

3.5 Work Stoppage

It shall be the responsibility of Contractor to provide continuous maintenance services, without any interruption, to all of the traffic signals and devices listed on Attachment "A". In case of any work stoppages, Contractor shall provide by other means, and at its own cost, comparable continuous service as if there were no work stoppage. Failing to do so will cause City to take whatever action deemed necessary to provide such services and the cost will be borne to Contractor.

4.0 LEGAL RELATIONS

4.1 Independent Agent

The Contractor, in the furnishing of all labor, services, materials, and equipment and performing the work as provided under this Contract, is acting independently and not as an agent, servant or employee of the City.

4.2 Laws To Be Observed

Contractor shall keep itself fully informed of all existing and future state and national laws and all municipal ordinances and regulations of City which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having jurisdiction or authority over the same.

Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees and shall indemnify, defend, and hold harmless the City and its officers, employees, servants and agents against any claim, action, suit, cost or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree whether by itself or its subcontractors. If any discrepancy or inconsistency is discovered between its Agreement and any such law, ordinance, regulation, order or decree, Contractor shall forthwith report the same in writing to the Director (or his/her designee).

4.3 Patents

Contractor shall assume all responsibilities arising from the use of

patented material, equipment, devices or processes used on or incorporated in the work.

4.4 Non-Discrimination

Contractor shall, at all times during its performance under this Agreement, comply with all applicable federal and state laws that prohibit discriminating employment practices.

5.0 RESPONSIBILITIES TO THE PUBLIC

The Contractor's operations shall cause no unnecessary inconvenience. The access rights of the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the Work Zone, or an approved detour shall be provided.

Safe and adequate pedestrian and vehicular access shall be provided and maintained to: fire hydrants; commercial and industrial establishments; churches; schools; parking lots; service stations; motels; hospitals; police and fire stations; and establishments of similar nature.

Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the Work at intervals not exceeding 300' shall be maintained unless otherwise approved.

5.1 Public Convenience And Safety

- a) Contractor shall conduct its operations so as to cause the least possible obstruction and inconvenience to public traffic.
- b) Contractor shall furnish, erect and maintain such fences, barriers, lights, warning and signs as necessary to give adequate warning to the public at all times that the road or street is obstructed and of any dangerous conditions to be encountered as a result thereof in connection with work performed by Contractor. Signs and barricades shall be so placed as to comply with the "Work Area Traffic Control Handbook", promulgated by the Southern California Chapter of American Public Works Association.
- c) For emergency repair of a signal which is totally blacked out or nonoperational, the following procedure of traffic control shall apply:
 - 1) Contractor will be required to dispatch qualified personnel and equipment to reach the site within **one (1) hour** under

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emergency circumstances. Contractor's vehicle shall carry portable generators large enough to power up an intersection.

- 2) If a police officer is still at the site when the Contractor arrives, Contractor shall quickly examine the signal, evaluate if the situation is City responsibility, then discuss it with the police officer. If the repair will be made by Contractor and will take only a few moments, the police officer may stay to continue to direct traffic while Contractor repairs the signal.
- 3) The Contractor shall be equipped with spare parts sufficient to return a defective signal to operation following an ordinary trouble call. In those cases where a complex controller or component has to be repaired, the Contractor shall install a substitute controller or component of his/her own while he/she is repairing the defective controller or component, such substitute equipment shall be system compatible. Equipment shall be repaired by a certified repair facility approved by the City. The Contractor shall furnish and install spare traffic signal control equipment during the duration when original equipment is removed for repair and testing.
- 4) The Contractor shall have on hand at all times at least one (1) spare Type 170 system compatible controller to substitute existing controller for complex problems.

6.0 ENGINEERING DIVISION

The Contractor shall support the City review land inspection of developer projects upon request from the City's Engineering Division.

7.0 CAPITAL IMPROVEMENT PROGRAM DIVISION

The Contractor shall review traffic signal and electrical plans and perform inspections for capital projects upon request from the Capital Improvement Program Division.

Attachment ‘A’

Traffic Signals and Devices

Signalized Intersections:

- | | |
|----------------------------------|--|
| 1. Hollister @ Patterson* | 22. Calle Real @ Kellogg* |
| 2. Hollister @ Sumida Gardens* | 23. Calle Real @ Encina |
| 3. Hollister @ Ward | 24. Calle Real @ Fairview* |
| 4. Hollister @ Dearborn | 25. Calle Real @ Calle Real Shopping Center* |
| 5. Hollister @ Kellogg | 26. Cathedral Oaks @ Cambridge* |
| 6. Hollister @ Kinman* | 27. Cathedral Oaks @ Fairview* |
| 7. Hollister @ Rutherford | 28. Cathedral Oaks @ Glen Annie* |
| 8. Hollister @ Pine | 29. Cathedral Oaks @ Alameda* |
| 9. Hollister @ Fairview* | 30. Patterson @ Overpass* |
| 10. Hollister @ Lopez* | 31. Fairview @ Encina* |
| 11. Hollister @ La Patera | 32. Fairview @ Berkeley* |
| 12. Hollister @ Aero Camino | 33. Los Carneros Rd @ Castilian |
| 13. Hollister @ Los Carneros Way | 34. Los Carneros @ Karl Storz |
| 14. Hollister @ Los Carneros Rd* | 35. Los Carneros @ Calle Koral* |
| 15. Hollister @ Coromar* | 36. Los Carneros @ Discovery* |
| 16. Hollister @ Storke* | 37. Storke @ Phelps* |
| 17. Hollister @ Marketplace* | 38. Storke @ Marketplace* |
| 18. Hollister @ Pacific Oaks | 39. Hollister @ Old Glen Annie* |
| 19. Hollister @ Entrance | |
| 20. Hollister @ Ellwood School* | |
| 21. Calle Real @ Maravilla* | |

* Video Detection

**** Flashing Beacons:**

1. Calle Real @ Fire Station
2. Cathedral Oaks w/b approaching Brandon
3. Cathedral Oaks e/b approaching Brandon
4. Cathedral Oaks w/b @ Winchester Canyon
5. Cathedral Oaks e/b @ Winchester Canyon

**** Pedestrian Controlled Flashing Beacon Crossings:**

1. Calle Real @ Kingston
2. Hollister @ Community Center (Hawks System)
3. Hollister @ Orange (Rapid Flash)
4. Cathedral Oaks @ Santa Marguerita (Rapid Flash)

**** Safety Bridge Lighting:**

1. Hollister @ SR217 n/b Ramps Safety Bridge Lighting
2. Hollister @ SR217 s/b Ramps Safety Bridge Lighting

**** Radar Feedback Signs:**

1. Cathedral Oaks e/b w/o Carlo
2. Calle Real e/b between La Patera & Carlo
3. Calle Real w/b near Calaveras
4. Calle Real e/b near Baker
5. Hollister w/b w/o Kellogg
6. Hollister e/b e/o Fairview (no data downloads)
7. Hollister e/b @ Las Armas

**** On Call Maintenance Only**

**Attachment 'B'
Monthly Inspection Form**

CITY OF GOLETA
MONTHLY SIGNALIZED INTERSECTION INSPECTION
To be completed and submitted with monthly invoice.

INTERSECTION _____ DATE _____

Technician: Use this checklist as you inspect each intersection. Each listed item **MUST** be inspected and the results **MUST** be entered below.

CHECK "OK" IF ITEM IS AS IT SHOULD BE; OTHERWISE, CHECK "NOT OK" AND REPAIR

NOT OK	OK	DESCRIPTION	NOT OK	OK	DESCRIPTION
		CONTROLLER:			Check controller timing with chart
		Inspect & Test BBS (if existing)			Check photoelectric control operation
		Remove papers report graffiti			Check all vehicle indications
		Check all locks & lubricate locks			Check all pedestrian indications
		Inspect, vacuum & dust cabinet interior			Check each ped buttons operation
		Inspect filter/replace every 6 months			INTERSECTION:
		Inspect ventilation fan and cabinet light			Visually inspect signal head operation
		CONTROLLER EQUIPMENT:			Visually inspect signal head alignment
		Controller indicator lights			Visually Inspect all signal head lenses
		Detector sensor operation for all loops			Check all back plates and visors
		Interconnect operational			Check all pull box covers for damage
		Disconnected or missing equipment			Check for missing pull box covers
		Actuate each vehicle test button			Check all ped button instruction plates
		Actuate each pedestrian test button			Inspect highway safety light operation

Remarks: _____

I personally inspected the intersection described above, and on the date shown, found it to be in the condition noted hereon.
Tech's (or Inspector's) Signature _____

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**SECTION H
SAMPLE
CONTRACT**

FY2019 – 2022 ANNUAL SIGNAL MAINTENANCE SERVICES
SAMPLE CONTRACT

**AN AGREEMENT FOR GENERAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
(SERVICE PROVIDER)**

THIS GENERAL SERVICES AGREEMENT ("Agreement"), made and entered into this ____ day of _____, **2018**, by and between the **CITY OF GOLETA**, a municipal corporation (hereinafter referred to as "City"), and **SERVICE PROVIDER** (hereinafter referred to as "Service Provider").

WHEREAS, this Service Provider will be providing _____ services in conjunction with _____ project; and

WHEREAS, Service Provider represents that they are sufficiently experienced and capable of providing the services agreed to herein and are sufficiently familiar with the needs of the City; and

WHEREAS, Service Provider was recommended for award based on _____; and

WHEREAS, Service Provider was selected for award of this Agreement by City Council; and

WHEREAS, the City Council, on this ____ day of _____, 2018, approved this Agreement and authorized the City Manager to execute this Agreement.

The City and Service Provider agree as follows:

1. RETENTION OF SERVICE PROVIDER

City hereby retains Service Provider, and Service Provider hereby accepts such engagement, to perform Annual Signal Maintenance Services, as requested. Service Provider warrants it has the qualifications, experience and facilities to properly and timely perform said services.

2. COMPENSATION AND PAYMENT

(a) Maximum and Rate. The total compensation earned by or payable to the Service Provider, by the City, for any and all services under this Agreement are estimated to be \$, and **SHALL NOT EXCEED** the sum of \$ over the life of the contract, and shall be earned on the following basis:

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Hourly at the hourly rates and with reimbursement to the Service Provider for those expenses set forth in Service Provider's Schedule of Fees marked **Exhibit "A,"** attached and incorporated herein.

(b) Payment. All payments shall be made within 30 days after the Service Provider has provided the City with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to the City's Project Manager.

3. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by the Service Provider shall be accomplished under the general direction of, and coordinate with, the City's "Project Manager", as that staff person is designated by the City from time to time, and who presently is **Robert P. Morgenstern.**

4. PROGRESS AND COMPLETION

Project Manager shall assign, in writing, Service Provider with discrete small projects, which shall in no event exceed \$30,000 per project. Service Provider shall commence work on the services to be performed on each project as requested and authorized by the Project Manager.

For each discrete job requested by the Project Manager, Service Provider must respond to provide at least an initial assessment of the project. Service Provider will provide an estimate to the Project Manager and only start work upon written authorization from the Project Manager.

5. CONTRACT PERFORMANCE

Non-Exclusivity. This agreement is non-exclusive. City reserves the right to retain, employ, contract with other qualified providers of services during the term of this agreement on such occasions and in such circumstances as City shall determine are appropriate.

Ability to Perform. The Service Provider warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, city, and special district laws, ordinances, and regulations.

Laws to be Observed. The Service Provider shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of Goleta ordinances, regulations and adopted codes during its performance of the work.

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Payment of Taxes. The contract prices shall include full compensation for all taxes which the Service Provider is required to pay.

Permits and Licenses. The Service Provider shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.

Prevailing Wage. The Service Provider is obligated to pay prevailing wages under the California Labor Code. Service Provider agrees to indemnify, defend and hold City harmless from any claim that prevailing wages should have been paid, and shall be liable for the payment of the same and any penalties thereon. It is the responsibility of the Service Provider to be familiar with the California Labor Code, and failure or neglect of the Service Provider to understand the California Labor Code shall in no way relieve him from any obligations.

Safety Provisions. The Service Provider shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Preservation of City Property. The Service Provider shall provide and install suitable safeguards, approved by City, to protect City property from injury or damage. If City property is injured or damaged as a result of the Service Provider's operations, it shall be replaced or restored at the Service Provider's expense. The facilities shall be replaced or restored to a condition as good as when the Service Provider began work.

Immigration Act of 1986. The Service Provider warrants on behalf of itself and all subcontractor Providers engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

Service Provider Non-Discrimination. In the performance of this work, the Service Provider agrees that it will not engage in, nor permit such subcontractor as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.

Work Delays. Should the Service Provider be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at City's sole option, be extended for such periods as may be agreed upon by City and the Service Provider. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, City may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

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Inspection. The Service Provider shall furnish City with every reasonable opportunity for City to ascertain that the services of the Service Provider are being performed in accordance with the requirements and intentions of this contract. All work done and all materials furnished, if any, shall be subject to City's inspection and approval. The inspection of such work shall not relieve Service Provider of any of its obligations to fulfill its contract requirements.

Audit. City shall have the option of inspecting and/or auditing all records and other written materials used by Service Provider in preparing its invoices to City as a condition precedent to any payment to Service Provider.

Interests of Service Provider. The Service Provider covenants that it presently has no interest, and shall not acquire any interest, direct or indirect or otherwise, which would conflict in any manner or degree with the performance of the work hereunder. The Service Provider further covenants that, in the performance of this work, no subcontractor or person having such an interest shall be employed. The Service Provider certifies that no one who has or will have any financial interest in performing this work is an officer or employee of City. It is hereby expressly agreed that, in the performance of the work hereunder, the Service Provider shall at all times be deemed an independent Service Provider and not an agent or employee of City.

6. TERM

This agreement shall expire on _____. The City may elect to extend the term of the agreement for a maximum number of two (2) one-year (1) year terms by written notification by the City's Project Manager to the Service Provider within 60 days prior to the expiration date of the agreement.

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than Service Provider's drafts, notes and internal memorandum), including duplication of same prepared by Service Provider in the performance of these services, shall become the property of the City upon termination of the consulting services pursuant to this Agreement and upon payment in full of all compensation then due Service Provider. If requested by the City, all, or the designated portions of such, shall be delivered to the City. The City agrees to hold the Service Provider harmless from all damages, claims, expenses and losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of the Service Provider is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBSERVICE PROVIDER

This Agreement is for general services which are personal to City.

_____ is deemed to be specially experienced and is a key lead for services provided, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, City on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, City may terminate this Agreement. Service Provider must ensure that subcontractors must adhere to all applicable provisions of this Agreement relating to providing services to City. The following portions of the work will be subcontracted out to other parties by Service Provider:

- Company, Contact Person, Service Provided

This Agreement is not assignable by Service Provider without City's prior consent in writing.

9. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for Service Provider's Damages. The Service Provider holds the City, its elected officials, officers and employees, harmless from all of Service Provider's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to the Service Provider, to the Service Provider's employees, to Service Provider's Service Providers or subcontractor, or to the owners of the Service Provider's firm, which damages, losses, injuries or liability occur during the work or services required under this Agreement, or occur while Service Provider is in a City building or on City property, or which are connected, directly or indirectly, with the Service Provider's performance of any activity or work required under this Agreement.

(b) Defense and Indemnity of Third Party Claims/Liability. Service Provider shall investigate, defend, and indemnify the City, its elected officials, officers and employees, from any claims, lawsuits, demands, judgments and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, professional errors and omissions arising out of, directly or indirectly, an error, a negligent act or negligent omission of the Service Provider or of Service Provider's subcontractor, or the willful misconduct of the Service Provider or Service Provider's Service Providers/subcontractor, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions in law or equity concerning any activity, product or work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related to such litigation.

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(c) Nonwaiver. The City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by the City, or the deposit with the City, of any insurance certificates or policies described in section 10.

10. **INSURANCE**

Service Provider shall, at Service Provider's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.

Liability insurance policies required to be provided by Service Provider hereunder shall contain or be endorsed to contain the following provisions:

- a) CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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Coverage will not be limited to CITY's vicarious liability.

- c) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- d) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- e) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit Service Provider, or Service Provider's employees, or agents, from waiving the right of recovery prior to a loss. Service Provider waives its right of recovery against CITY.
- f) Service Provider agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- g) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by Service Provider hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by Service Provider or CITY will withhold amounts sufficient to pay premium from Service Provider payments.
- h) Service Provider agrees to provide immediate notice to CITY of any claim or loss against Service Provider arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

11. RELATION OF THE PARTIES

The relationship of the parties to this Agreement shall be that of independent contractor and that in no event shall Service Provider be considered an officer, agent, servant or employee of City. The Service Provider shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

12. TERMINATION BY CITY

The City, by notifying Service Provider in writing, may upon five (5) calendar days notice, terminate any portion or all of the services agreed to be performed under this Agreement. In the event of such termination, Service Provider shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Service Provider within 30 days following submission of a final statement by Service Provider.

13. CORRECTIONS

The Service Provider shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Service Provider's work. Should Service Provider fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to Service Provider.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by Service Provider of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to Service Provider for anything done, furnished or relating to Service Provider's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within five (5) calendar days of the receipt of that check, whichever ever occurs first. However, any approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of Service Provider, its employees, subcontractors, agents and Service Providers for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by Service Provider, its employees, subcontractor, agents and Service Providers.

15. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified.

16. CONFLICT OF INTEREST

Service Provider is unaware of any City employee or official that has a financial interest in Service Provider's business. During the term of this Agreement and/or as a result of being awarded this contract, the Service Provider shall not offer, encourage or accept any financial interest in Service Provider's business by any City employee or official. If a portion of Service Provider's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Service Provider warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

17. GOVERNING LAW; CAPTIONS; ENTIRE AGREEMENT BETWEEN PARTIES

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa. The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement. Except for Service Provider's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services. Any modifications of this Agreement will be effective only if it is in writing and signed by the party to be charged.

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18. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

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

TO SERVICE PROVIDER: TBD

H-9

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

SERVICE PROVIDER

Michelle Greene, City Manager

By:
Title:

ATTEST:

Deborah Lopez, City Clerk

By:
Title:

APPROVED AS TO FORM

Winnie Cai, Deputy City Attorney

Exhibit A
SCOPE OF WORK

ENGINEERING DIVISION

Service Provider shall support the City review land inspection of developer projects upon request from the City's Engineering Division.

CAPITAL IMPROVEMENT PROGRAM DIVISION

Service Provider shall review traffic signal and electrical plans and perform inspections for capital projects upon request from the Capital Improvement Program Division.

STREETS MAINTENANCE DIVISION

Service Provider shall provide routine monthly and emergency maintenance on City owned and jurisdictionally shared signalized intersections as indicated below:

Signalized Intersections:

- | | |
|----------------------------------|--|
| 1. Hollister @ Patterson* | 19. Hollister @ Entrance |
| 2. Hollister @ Sumida Gardens* | 20. Hollister @ Ellwood School* |
| 3. Hollister @ Ward | 21. Calle Real @ Maravilla* |
| 4. Hollister @ Dearborn | |
| 5. Hollister @ Kellogg | 22. Calle Real @ Kellogg* |
| 6. Hollister @ Kinman* | 23. Calle Real @ Encina |
| 7. Hollister @ Rutherford | 24. Calle Real @ Fairview* |
| 8. Hollister @ Pine | 25. Calle Real @ Calle Real Shopping Center* |
| 9. Hollister @ Fairview* | 26. Cathedral Oaks @ Cambridge* |
| 10. Hollister @ Lopez* | 27. Cathedral Oaks @ Fairview* |
| 11. Hollister @ La Patera | 28. Cathedral Oaks @ Glen Annie* |
| 12. Hollister @ Aero Camino | 29. Cathedral Oaks @ Alameda* |
| 13. Hollister @ Los Carneros Way | 30. Patterson @ Overpass* |
| 14. Hollister @ Los Carneros Rd* | 31. Fairview @ Encina* |
| 15. Hollister @ Coromar* | 32. Fairview @ Berkeley* |
| 16. Hollister @ Storke* | 33. Los Carneros Rd @ Castilian |
| 17. Hollister @ Marketplace* | 34. Los Carneros @ Karl Storz |
| 18. Hollister @ Pacific Oaks | |

35. Los Carneros @ Calle Koral*

38. Storke @ Marketplace*

36. Los Carneros @ Discovery*

39. Hollister @ Old Glen Annie*

37. Storke @ Phelps*

* Video Detection

** **Flashing Beacons:**

1. Calle Real @ Fire Station
2. Cathedral Oaks w/b approaching Brandon
3. Cathedral Oaks e/b approaching Brandon
4. Cathedral Oaks w/b @ Winchester Canyon
5. Cathedral Oaks e/b @ Winchester Canyon

** **Pedestrian Controlled Flashing Beacon Crossings:**

1. Calle Real @ Kingston
2. Hollister @ Community Center (Hawks System)
3. Hollister @ Orange (Rapid Flash)
4. Cathedral Oaks @ Santa Marguerita (Rapid Flash)

** **Safety Bridge Lighting:**

1. Hollister @ SR217 n/b Ramps Safety Bridge Lighting
2. Hollister @ SR217 s/b Ramps Safety Bridge Lighting

** **Radar Feedback Signs:**

1. Cathedral Oaks e/b w/o Carlo
2. Calle Real e/b between La Patera & Carlo
3. Calle Real w/b near Calaveras
4. Calle Real e/b near Baker
5. Hollister w/b w/o Kellogg
6. Hollister e/b e/o Fairview (no data downloads)
7. Hollister e/b @ Las Armas

** On Call Maintenance Only

EXHIBIT B
SCHEDULE OF FEES

PREVENTATIVE MAINTENANCE

ITEM	DESCRIPTION	UNIT	UNIT PRICE
1	Monthly Preventative Maintenance per Signalized Intersection (Quantity represents total annual inspections).	EA	\$

EXTRAORDINARY MAINTENANCE SERVICE

ITEM	DESCRIPTION	UNIT	UNIT PRICE
2	Electrician, NEC Certified, IMSA Level II	Hourly	\$
3	Electrician NEC Certified, IMSA Level II (Overtime Rate)	Hourly	\$
4	Traffic Signal Technician – Laboratory	Hourly	\$
5	Traffic Signal Technician – Laboratory (Overtime Rate)	Hourly	\$
6	Traffic Signal Laborer	Hourly	\$
7	Traffic Signal Laborer (Overtime Rate)	Hourly	\$
8	Underground Service Alert Markings	Each	\$
9	Pickup Truck	Hourly	\$
10	Service (Utility) Truck	Hourly	\$
11	Aerial Lift Truck	Hourly	\$
12	Portable Generator	Hourly	\$
13	Controller Cabinet Rental with all Appurtenances	Month	\$
14	Replace Video Detection for Complete 4 way Intersection	EA	\$

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SECTION I GENERAL PROVISIONS

**CITY OF GOLETA
PUBLIC WORKS DEPARTMENT**

SECTION I GENERAL PROVISIONS

0-0 STANDARD SPECIFICATIONS

0-1 GENERAL

Except as modified by these Standard Specifications, the provisions of the latest edition of the “Standard Specifications for Public Works Construction” (“Greenbook”) and its supplements prepared and promulgated by the Southern California Chapters of the American Public Works Association and the Associated General Contractors of America, constitute the Standard Specifications for this project.

0-2 NUMBERING OF SECTIONS

The numbering contained within the Standard Specifications of the Contract Documents is intended to correspond with Greenbook numbering.

1-2 DEFINITIONS

The following subsection is added to Subsection 1-2 of the Greenbook.

1-2.1 ADDITIONAL DEFINITIONS

Acceptance – The date on which the City Council accepts the Work as complete.

Architect, Design Engineer, Soils Engineer, Structural Engineer - Advisors employed by the City.

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City Council - The body constituting the awarding authority of the City.

Compensable Delay -- a delay entitling the Contractor to an adjustment of the Contract Sum and an adjustment of the Contract Time in accordance with this Agreement.

Due Notice - A written notification, given in due time, of a proposed action where such notification is required by the contract to be given a specified interval of time (usually 48 hours or two working days) before the commencement of the contemplated action. Notification may be from Public Works Director to Contractor or from Contractor to Public Works Director.

Engineer - The City Public Works Director, or designee, as defined in the Greenbook. Unless otherwise provided, all correspondence and decisions made relative to the contract will be by the City Public Works Director or his designated representative.

PCC – California Public Contract Code.

Prompt - The briefest interval of time required for a considered reply, including time required for approval of a governing body.

Public Works Director – The City's Public Works Director, or designee.

(Check if applicable) State Standard Specifications - State of California Standard Specifications, dated July 1992, Business and Transportation Agency, Department of Transportation

Working Days - A working day is defined as any day, except Saturdays, Sundays, legal holidays and days when work is suspended by the Public Works

Director, as provided in Subsection 6-3 and days determined to be non-working in accordance with Subsection 6-7, "Time of Completion."

1-3 ABBREVIATIONS

The following Subsection is added to Subsection 1-3 of the Greenbook.

1-3.1 The following abbreviations are added to Subsection 1-3 of the Greenbook:

AAN	American Association of Nurserymen
AGC	Associated General Contractors of America
AISC	American Institute of Steel Construction
APWA	American Public Works Association
ASME	American Society of Mechanical Engineers
IEEE	Institute of Electric and Electronic Engineers
NEC	National Electric Code
Green Book	The most current edition of the Standard Specification for Public Works Construction, and subsequent supplements prepared by Public Works Standards, Inc.
WATCH	Work Area Traffic Control Handbook
SPPWC	Standard Plans for Public Works Construction by the American Public Works Association
SSPWC	Standard Specifications for Public Works Construction by the American Public Works Association
ASA	American Standard Association
CITY	City of Goleta

SECTION 2 – SCOPE AND CONTROL OF WORK

The following subsections 2-1.1 and 2-1.2 are added to the Greenbook.

2-1.1 ACCESS TO PROJECT SITE

Not later than the date designated in the City Notice to Proceed, the City will provide access to the real property and facilities upon which the Work is to be performed, including access to real property and facilities designated in the Contract Documents for the Contractor's use.

2-3 SUBCONTRACTS

Subsection 2-3 Subcontractors of Greenbook is deleted in its entirety and replaced with the following subsection.

2-3.1 GENERAL

Except as provided in PCC §§ 4100 et. seq., each bidder will file with its bid the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid. Only one subcontractor will be listed for each portion of the work, which portion will be defined in the bid. In each instance, the nature and extent of the work to be sublet will be described. The failure of the Contractor to specify a subcontractor, or the listing of more than one subcontractor for the same portion of the work, constitutes an agreement by the Contractor that it is fully qualified to perform that portion itself and that it will perform that portion itself.

The Contractor must have the City Council's written consent to substitute a subcontractor other than that designated in the original bid, to permit any subcontract to be assigned or transferred, or to allow a subcontract to be performed by other than the original subcontractor.

Subcontracting of work for which no subcontractor was designated in the original bid, and which is more than one-half of one percent of the work, will be allowed only in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the City Council setting forth the facts constituting the emergency or necessity.

Violation of any of the above provisions will be considered a breach of the Contract, and the City may terminate the Contractor's control over the Work,

cancel the contract, or assess the Contractor a penalty of not more than ten percent of the subcontract involved.

All persons engaged in the work, including subcontractors and their employees will be considered as employees of the Contractor. The Contractor will be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and the coordination of all portions of the Work. The City will deal directly with, and make all payments to, the prime Contractor.

When subcontracted work is not being prosecuted in a satisfactory manner, the Contractor will be notified to take corrective action. The Public Works Director may report the facts to the City Council. If the City Council so orders, and on receipt by the Contractor of written instructions from the Public Works Director, the subcontractor will be removed immediately from the Work. That subcontractor will not again be employed on the Work.

If licensure or proper licensure is controverted, then proof of licensure pursuant to this section must be made by production of a verified certificate of licensure from the Contractors' State License Board which establishes that the individual or entity bringing the action was duly licensed in the proper classification of contractors at all times during the performance of any act or contract covered by the action. Nothing in this subdivision requires any person or entity controverting licensure or proper licensure to produce a verified certificate. When licensure or proper licensure is controverted, the burden of proof to establish licensure or proper licensure is on the licensee.

2-3.2 ADDITIONAL RESPONSIBILITY

Add the following to Subsection 2-3.2 Additional Responsibility:

The Contractor will submit experience statements for each subcontractor who will perform contract work that amounts to more than ten percent (10%) of the Work.

2-4 CONTRACT GUARANTEES

The following paragraph is added to Subsection 2-4 of the Greenbook.

The Faithful Performance Guarantee and the Labor and Materials Bond must be paid and in effect for one year after the acceptance of the job by the City in accordance with the guarantee required by Subsection 6-8.1.

The term “surety bond,” “guarantee,” and “bond” also includes such other acceptable security, such as letters of credit or cash deposit agreements issued by responsible financial institutions, which are approved by the City Attorney. Sureties must be admitted to do business in California.

2-5 PLANS AND SPECIFICATIONS

Subsection 2-5.1 of the Greenbook is replaced by the following subsection.

2-5.1 GENERAL

The Contractor will maintain the following at the Work site:

1. One as-built copy of the Plans and Specifications, in good order and marked to record current changes and selections made during construction. As-built plans must be submitted to the City representative for approval before the City pays a final retention amount.
2. The current accepted Contract Schedule.
3. Shop Drawings, Product Data, and Samples.
4. Approved permits from other agencies, including Cal-OSHA permits for trench shoring.
5. All other required submittals.

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The Plans, Specifications, and other Contract Documents will govern the Work. The Contract Documents are intended to be complementary and cooperative and to describe and provide for a complete project. Anything in the Specifications and not on the Plans, or on the Plans and not in the Specifications, will be as though shown or mentioned in both.

Payment for any items on the plans for which there is no specific bid item will be included in the various items of work or in any item to which it is appurtenant.

If the Contractor performs any work which it knows or should know involves an error, inconsistency, or omission without notifying and obtaining written consent from the Public Works Director, the Contractor will be responsible for the resulting losses, including, without limitation, the costs of correcting defective work.

2-5.2 PRECEDENCE OF CONTRACT DOCUMENTS

The following paragraph is added to subsection 2-5.2 of the Greenbook:

As the figured dimensions shown on the plans and in the specifications of the Contract may not in every case agree with scaled dimensions, the figured dimensions will be followed in preference to the scaled dimensions, and plans to a large scale will be followed in preference to the plans to a small scale. Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in the Contract, the Contractor will apply to the Public Works Director for such further explanations as may be necessary, and will conform thereto as part of the Contract so far as may be consistent with the terms thereof. Any items shown on drawings and not mentioned in the specifications will be of like effect as if shown or mentioned in both.

2-5.5 ACCURACY OF PLANS AND SPECIFICATIONS

Although it is believed that much of the information pertaining to conditions and existing utilities that may affect the cost of the Work will be shown on the Plans or indicated in the Specifications, the City does not warrant the completeness or accuracy of such information.

The Contractor will carefully study and compare each of the Contract Documents with the others and with information furnished by the City and will promptly report in writing to the Public Works Director any errors, inconsistencies, or omissions in the Contract Documents or inconsistencies with applicable law observed by the Contractor.

The Contractor will take field measurements, verify field conditions, perform soil investigations, and carefully compare with the Contract Documents such field measurements, conditions, and other information known to the Contractor before commencing the Work. Errors, inconsistencies, or omissions discovered at any time will be promptly reported in writing to the Public Works Director.

2-8 RIGHT-OF-WAY

The following subsection is added to Subsection 2-8 of the Greenbook.

2-8.1 ADDITIONAL WORK AREAS AND FACILITIES

When the Contractor arranges for additional temporary work areas and facilities, the Contractor will provide the City with proof that the additional work areas or facilities have been left in a condition satisfactory to the owner(s) of said work areas or facilities before acceptance of the work.

2-9 SURVEYING

Subsection 2-9.3, Survey Service, is deleted in its entirety and replaced by the following subsection:

2-9.3 SURVEY SERVICE

2-9.3.1 CONSTRUCTION SURVEYING

The Contractor will provide for all construction surveying required to layout, monitor and complete the work. The surveying will be performed by a Land Surveyor or Civil Engineer authorized to practice land surveying by the State of California.

The Project Benchmark is shown on the plans. The Contractor will establish all necessary control lines based on the plans and record information on file with the County of Los Angeles Surveyor and the Public Works Director.

It is the responsibility of the Contractor to protect the survey control as shown on the plans. If the survey control is destroyed or disturbed during construction, the Contractor will provide for resetting them and file appropriate documents with the County of Los Angeles at the direction of the Public Works Director.

Computations, survey notes, and other data used to accomplish the work will be neat, legible and accurate. Copies of all computations, survey notes, and other data (electronic format may be required) will be furnished to the Public Works Director before beginning work that requires their use.

2-9.3.2 MEASUREMENT AND PAYMENT

Construction Survey – Unless a separate bid item is provided, payment will be considered included in the other items of the bid and no additional payment will be made therefore.

3-3.2.2 BASIS FOR ESTABLISHING COSTS

Subsection 3-3.2.2.3, Tool and Equipment Rental is modified where the second and third paragraphs are replaced with “Regardless of ownership, the rates to be used in determining the equipment usage costs will not exceed those listed for the same or similar equipment in the California State Department of Transportation publication of Labor Surcharge and Equipment Rates effective for the period of usage.”

3-3.2.3 MARK UP

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Subsection 3-3.2.3, Mark Up, is deleted in its entirety and replaced by the following subsection:

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

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

To the sum of the costs and markups provided for in this subsection, 1 percent will be added as compensation for bonding. No other formula, e.g., the Eichleay or other method, may be used to calculate daily damages for office overhead, profit, or other purported loss.

- (b) Work by Subcontractors. When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) will 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 by the Contractor.
- (c) In the event that City becomes liable to Contractor for compensable delays, City agrees to pay Contractor the daily Contractor Delay Damages set forth in the Bid Form or Contractor's actual daily delay damages, whichever is less, for each day of Compensable Delay as provided for by these Contract Documents.

3-3.3 DAILY REPORTS BY CONTRACTOR

Add the following paragraph to subsection 3-3.3, Daily Reports by Contractor:

If disagreement continues regarding extra work, the Contractor may seek compensation in accordance with the Claims procedure. Daily Reports required

by this subsection must be made part of the Claim as supporting data for the Claim.

3-4 CHANGED CONDITIONS

Subsection 3-4, Changed Conditions, is deleted in its entirety and replaced with the following subsection:

If the Contractor encounters concealed or unknown conditions that differ materially from those anticipated or expected (“changed conditions”), the Contractor will immediately notify the Public Works Director in writing of such changed conditions (upon discovery and before disturbing such changed conditions), as provided in Subsection 6-11, so that the Public Works Director can determine if such conditions require design details that differ from those design details shown in the Contract Documents. Notwithstanding the time period set forth in Subsection 6-11.3, the Contractor is liable to the City for any extra costs incurred as a result of the Contractor’s failure to promptly give such notice.

Changed conditions include, without limitation, the following:

1. Subsurface or latent physical conditions differing materially from those represented in the Contract Documents;
2. Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character being performed; and
3. Material differing from what is represented in the Contract which the Contractor believes may be hazardous waste as defined in California Health & Safety Code § 25117 that is required to be removed to a Class I, II, or III disposal site in accordance with applicable law.

The Public Works Director will promptly investigate conditions that appear to be changed conditions. The Public Works Director’s decision, and any dispute

regarding that decision, will be made in accordance with Section 6-11 except that the Public Works Director will render a decision promptly.

Any information provided pursuant to INFORMATION AVAILABLE TO BIDDERS is subject to the following provisions:

1. The information is made available for the Bidders' convenience and is not a part of the Contract.
2. The City has not determined the accuracy or completeness of such information and all such information is made available to Bidders without any representation or warranty by the City whatsoever as to its accuracy, completeness, or relevancy.
3. Bidders will independently evaluate such information for their use and will be solely responsible for use or interpretation of such information. Any such use or interpretation will not be the basis of any claim against the City.

3-5 DISPUTED WORK

Subsection 3-5 is deleted in its entirety and replaced by the following subsection.

If the Contractor and the City do not reach agreement on disputed work, the City may direct the Contractor to proceed with the work. Any payment for the disputed work will be determined pursuant to the claims procedures in these Standard Specifications. Although not to be construed as proceeding under extra work provisions, the Contractor will keep and furnish records of disputed work as required by the Contract Documents.

4-1.3 INSPECTION REQUIREMENTS

Subsection 4-1.3, Inspection Requirements, is deleted in its entirety and replaced by the following subsections.

4-1.3.1 GENERAL

Unless otherwise specified, inspection at the source of production for such materials and fabricated items as bituminous paving mixtures, structural concrete, fabricated metal products, cast metal products, welding, reinforced and unreinforced concrete pipe, application of protective coatings, and similar shop and plant operations is not required. A certificate of compliance, signed by an authorized officer of the producer, certifying compliance with the contract documents will be submitted for all of the following materials: steel pipe, sizes less than 18 inches; vitrified clay pipe; asbestos cement pipe; cast iron pipe; reinforced concrete pipe; non-reinforced concrete pipe; and PVC sewer and water pipe; subject to sampling and testing by City.

Standard items of equipment, such as electric motors, conveyors, plumbing fittings and fixtures, lumber, plywood, and so on, are subject to inspection at the job site.

All other equipment items will be inspected and tested in accordance with the contract documents.

The City does not provide full time inspection. The Contractor will provide 24-hour minimum notice for each inspection required by the work unless other arrangements have been agreed upon, in writing, with the City Public Works Director. Any inspection required outside of normal working hours and days, including holidays, will be at the Contractor's cost at rates established by the City.

4-1.6 TRADE NAMES OR EQUALS

Whenever any material, product, equipment, or service is specified by brand, trade, or proprietary name, the item so specified will be deemed to be followed by the words "or equal."

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For the City's consideration of a proposed "equal" item, the Bidder must submit, a minimum of ten (10) calendar days before the date of the bid opening, documentation of the particulars of the proposed "equal item." At a minimum, the submitted documentation will include:

- Written request with explanation of why the product should be considered as an equal product.
- Material specifications.
- Technical specifications.
- Test data.
- Samples.
- Comparison chart of key specifications of the "equal" item against similar specifications of the specified item.
- Work locations and reference telephone numbers of at least three (3) locations where the proposed "equal" item has been recently installed under similar conditions.
- Warranty data.

The Bidder will be notified by the Public Works Director whether or not the proposed "equal" product is acceptable to the City five (5) calendar days before the date of the bid opening. Failure to submit all required documentation and/or submittal of incomplete documents may result in the City's rejection of the proposed "equal" product without further consideration.

5-2 PROTECTION

The following subsection is added to Subsection 5-2 of the Greenbook.

5-2.1 INCORRECT LOCATION OF UTILITIES

If the Contractor, while performing the Work, discovers utility facilities not identified correctly or not shown in the contract plans or specifications by the City, the Contractor will immediately notify the City and utility owner in writing.

5-4 RELOCATION

The following subsection is added to Subsection 5-4 of the Greenbook.

5-4.1 RESPONSIBILITY OF UTILITY REMOVAL OR RELOCATION

The City will be responsible to arrange for the removal, repair, or relocation of existing utilities located within the project limits if such utilities are not correctly identified in the contract plans or specifications by the City. The City will have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation.

5-5 DELAYS

The following paragraphs are added to Subsection 5-5 of the Greenbook.

Actual loss, as used in this Subsection, will be understood to include no items of expense other than idle time of equipment and necessary payments for idle time of workers, cost of extra moving of equipment, and cost of longer hauls. Compensation for idle time of equipment and idle time of workers will be determined by Subsection 5-5.1 and no markup will be added in either case for overhead and profit. The cost of extra moving of equipment and the cost of longer hauls will be paid for as extra work.

The following subsection is added to Subsection 5-5 of the Greenbook.

5-5.1 CALCULATING IDLE TIME

Equipment idle time will be calculated in accordance with Subsection 3-3.2.2 and based upon the actual normal working time during which the delay condition exists, but in no case will exceed 8 hours in any one day. The days for which compensation will be paid will be the calendar days, excluding Saturdays, Sundays and legal holidays, during the existence of the delay.

Worker idle time will be calculated in accordance with Subsection 3-3.2.2.

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

Section 6-1, Construction Schedule and Commencement of Work, is deleted in its entirety and replaced by the following subsections.

Pre-Construction Meeting:

After contract award, the City will arrange for a pre-construction meeting to discuss the construction of the project. City will invite utility agencies and the contractor will arrange for all of its sub-contractors to attend the meeting.

6-1.1 CONTRACT SCHEDULE

After notification of award and before starting any work, the Contractor will submit a Contract Schedule to the Public Works Director for review, as required by these Specifications within fifteen (15) calendar days of award.

6-1.2 CONTENT OF CONTRACT SCHEDULE

The Contract Schedule, and any updated Contract Schedule, will meet the following requirements:

1. Schedules must be suitable for monitoring progress of the Work.
2. Schedules must provide necessary data about the time for the Public Works Director's decisions.
3. Schedules must be sufficiently detailed to demonstrate adequate planning for the Work.
4. Schedules must represent a practical plan to complete the Work within the Contract Time.
5. Schedules must show the critical path method for completing the Work.

The Public Works Director's review of the form and general content of the Contract Schedule and any updated Contract Schedules is only for the purpose of determining if the listed requirements are satisfied, nothing more.

6-1.3 EFFECT OF CONTRACT SCHEDULE

The Contract Schedule, and any updated Contract Schedules, will represent a practical plan to complete the Work within the Contract Time. Extension of any schedule beyond the Contract Time will not be acceptable. Schedules showing the Work completed in less than the Contract may be acceptable if judged by the Public Works Director to be practical. Acceptance of such a schedule by the Public Works Director will not change the Contract Time. The Contract Time, not the Contract Schedule, will control in determining liquidated damages payable by the Contractor and in determining any delay.

If a schedule showing the Work completed in less than the Contract Time is accepted, the Contractor will not be entitled to extensions of the Contract Time for Excusable Delays or Compensable Delays or to adjustments of the Contract Sum for Compensable Delays until such delays extend the completion of the Work beyond the expiration of the Contract Time.

The Contractor will plan, develop, supervise, control, and coordinate the performance of the Work so that its progress and the sequence and timing of Work activities conform to the current accepted Contract Schedule. The Contractor will continuously obtain from Subcontractors information and data about the planning for and progress of the Work and the delivery of equipment, will coordinate and integrate such information and data into updated Contract Schedules, and will monitor the progress of the Work and the delivery of equipment. The Contractor will act as the expeditor of potential and actual delays, interruptions, hindrances, or disruptions for its own forces and those forces of Subcontractors. The Contractor will cooperate with the Public Works Director in developing the Contract Schedule and updated Contract Schedules.

The Public Works Director's review and comments about any schedule or scheduling data will not relieve the Contractor from its sole responsibility to plan for, perform, and complete the Work within the Contract Time. Review and comments about any schedule will not transfer responsibility for any schedule to the Public Works Director or the City nor imply their agreement with (1) any assumption upon which such schedule is based or (2) any matter underlying or contained in such schedule.

The Public Works Director's failure to discover errors or omissions in schedules that have been reviewed, or to inform the Contractor that the Contractor, Subcontractors, or others are behind schedule, or to direct or enforce procedures for complying with the Contract Schedule will not relieve the Contractor from its sole responsibility to perform and complete the Work within the Contract Time and will not be a cause for an adjustment of the Contract Time or the Contract Sum.

The Contractor will perform the Work in accordance with the currently accepted Contract Schedule.

6-1.4 COMMENCEMENT OF CONTRACT TIME

The Contract Time will commence when the City issues a Notice to Proceed. The Work will start on the date specified in the Notice to Proceed and within a maximum of fifteen (15) calendar days after the date of the Notice to Proceed, and be diligently prosecuted to completion with the time provided in the Specifications.

6-4 DEFAULT BY CONTRACTOR

The language in subsection 6-4 is deleted in its entirety and replaced with the following subsections.

6-4.1 GENERAL

Should the Contractor fail to begin delivery of material and equipment, to commence the Work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fail to maintain the Work schedule (as determined by the current accepted Contract Schedule) which will ensure the City's interest, or if the Contractor is not carrying out the intent of the Contract, the City may serve written notice upon the Contractor and the Surety on its Faithful Performance Guarantee demanding satisfactory compliance with the Contract.

6-4.2 TERMINATION OF CONTRACTOR'S CONTROL OVER THE WORK

The City may terminate the Contractor's control over the Work without liability for damages when, in the City's opinion, the Contractor is not complying in good faith, has become insolvent, or has assigned or subcontracted any part of the Work without the City's consent. Should such termination occur, the Contractor will be paid the actual amount due based on Contract Unit Prices or lump sums bid and the quantity and quality of the Work completed at the time of termination, less damages caused to the City by the Contractor's action or inaction.

In the event of such termination of control, the City may do any one, or combination of, the following:

1. Serve written notice upon the Surety on its Faithful Performance Guarantee demanding satisfactory compliance with the Contract. In such event the Surety will, within 5 days, assume control and perform the Work as successor to the Contractor;
2. The City may perform the Work itself and deduct the cost thereof from any payment due to the Contractor;
3. The City may replace the Contractor with a different contractor to complete the work and deduct the cost thereof from any payment due to the Contractor.

Nothing herein will waive, or serve as a limitation upon, any additional remedy the City may have under these Contract Documents or applicable law.

6-4.3 SURETY'S ASSUMPTION OF CONTROL

Should the Surety assume any part of the Work, it will take the Contractor's place in all respects for that part, and will be paid by the City for all work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due the Contractor at the time of its default will be payable to the Surety as the Work progresses, subject to the terms of the Contract.

If the Surety does not assume control and perform the Work within 5 days after receiving notice of cancellation, or fails to continue to comply, the City may exclude the Surety from the premises. The City may then take possession of all material and equipment and complete the Work by City's forces, by letting the unfinished work to another contractor, or by a combination of such methods. In any event, the cost of completing the Work will be charged against the Contractor and its Surety and may be deducted from any money due or becoming due from the City. If the sums due under the Contract are insufficient for completion, the Contractor or Surety will pay to the City within 5 days of completion, all costs in excess of the sums due.

The provisions of this subsection will be in addition to all other rights and remedies available to the City under applicable law.

6-6 DELAYS AND EXTENSIONS OF TIME

Subsection 6-6 is deleted in its entirety and replaced with the following subsections.

6-6.1 GENERAL

If delays are caused by unforeseen events beyond the control of the Contractor, such delays will entitle the Contractor to an extension of time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays except as otherwise provided herein. Excusable delay may include: war, earthquakes exceeding 3.5 on the Richter Scale, government regulation, labor disputes outside the contemplation of the parties, strikes outside the contemplation of the parties, fires, floods, changes to the Work as identified herein, or other specific events that may be further described in the Specifications.

Delays to the project caused by labor disputes or strikes involving trades not directly related to the project, or involving trades not affecting the project as a whole will not warrant an extension of time.

The City will not grant an extension of time for a delay by the Contractor's inability to obtain materials unless the Contractor furnishes to the Public Works Director documentary proof. The proof must be provided in a timely manner in accordance with the sequence of the Contractor's operations and accepted construction schedule.

Should delays be caused by events other than those included herein, the Public Works Director may, but is not required to, deem an extension of time to be in the City's best interests.

6-6.2 EXTENSIONS OF TIME

If granted, extensions of time will be based upon the effect of delays to the critical path of the Work as determined by the current accepted Contract Schedule. Delays to minor portions of the Work that do not affect the critical path will not be eligible for extensions of time.

6-6.3 PAYMENT FOR DELAYS TO CONTRACTOR

Any payment for compensable delay will be based upon actual costs as set forth in Subsection 5-5 excluding, without limitation, what damages, if any, the Contractor may have reasonably avoided. The Contractor understands that this is the sole basis for recovering delay damages and explicitly waives any right to calculate daily damages for office overhead, profit, or other purported loss, using different formulas including, without limitation, the Eichleay Formula.

6-6.4 WRITTEN NOTICE AND REPORT

If the Contractor desires payment for a delay or an extension of time, it will give the Public Works Director written notice of such request not later than the time limit set forth in the Bid for submitting a claim after the event or occurrence giving rise to a delay claim. Failure to submit a written request within such amount of time will result in the Contractor waiving its delay claim.

Any claim for payment or an extension of time must be in the form required by the “Claims” sections of these Specifications.

In no event will the City grant the Contractor an extension of time if the delay is within the Contract Time as identified by the Contract Documents.

6-7.2 WORK DAYS AND WORKING HOURS

City Hall is open from Monday thru Thursday 8am -5pm. It is closed every Friday and the following holidays:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving
Christmas Eve
Christmas
New Year's Eve

Working on Fridays when City Hall is closed is acceptable. If the Contractor, however, requests an inspection a day when City Hall is closed, then the Contractor will have to reimburse the City for the costs of inspection. The Contractor must request such an inspection at least 48 hours in advance. City inspections during hours when City Hall is closed are subject to inspection overtime fees to be paid for by the Contractor. Friday work that does not require inspection can be done without an inspection fee and must be discussed with City staff before its occurrence. If the Contractor does construction on a Friday or a day when City Hall is closed, that day is counted as a project working day.

On workdays, Contractor's activities will be confined to the hours between 7:00 a.m. and 4:00 p.m.

Please see Section 6-7.5 below for weekend and holiday work restrictions.

6-7.4 NIGHT WORK

The following paragraph is added to Section 6-7 of the Greenbook:

The City will not permit Work between the hours of 4 p.m. and 7 a.m. of the following day unless specifically provided for in the bid documents or unless the Contractor receives prior written approval.

6-7.5 WEEKEND AND HOLIDAY WORK

The Public Works Director may, but is not required to, allow the Contractor to work on Saturdays, Sundays and City Holidays.

6-8 COMPLETION AND ACCEPTANCE

Subsection 6-8 of the Greenbook is deleted in its entirety and replaced by the following:

The Work will be inspected by the Public Works Director for acceptance upon the Public Works Director receiving the Contractor's written assertion that the Work is complete.

If, in the Public Works Director's judgment, the Work is complete and is ready for acceptance, the Public Works Director will accept the Work on behalf of the City in the manner prescribed by the City. The Public Works Director will recommend approval of the Notice of Completion to the City Council. This will be the date when the Contractor is relieved from responsibility to protect the Work.

All work will be guaranteed by the Contractor against defective workmanship and materials furnished by the Contractor for a period of 1 year from the date the Work was completed. The Contractor will replace or repair any such defective work in a manner satisfactory to the Public Works Director, after notice to do so from the Public Works Director, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform this work and the Contractor's sureties will be liable for the cost thereof.

All work will be guaranteed by the Contractor against defective workmanship and materials furnished by the Contractor for a period of 1 year from the date the Work was completed. The Contractor will replace or repair any such defective work in a manner satisfactory to the Public Works Director, after notice to do so from the Public Works Director, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform this work and the Contractor's sureties will be liable for the cost thereof.

6-8.1 GENERAL GUARANTY

The Contractor will remedy any defects in the work and pay for any damage to other work resulting therefrom, which will appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The owner will give notice of observed defects with reasonable promptness.

6-9 LIQUIDATED DAMAGES

Subsection 6-9, Liquidated Damages, of the Greenbook is deleted in its entirety and replaced by Section 6 of the Contract.

6-11 DISPUTES AND CLAIMS; PROCEDURE

6-11.1 GENERAL

Consistent with PCC § 10240.6, "Claim" means a written demand or assertion by the Contractor that seeks an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the Contract Documents, including a determination of disputes or matters in question between the City and the Contractor arising out of or related to the Contract Documents or the performance of the Work, and claims alleging an unforeseen condition or an act, error, or omission by the City, the Public Works Director, their agents or employees. "Claim" does not mean, and the Claims procedures herein do not apply, to the following:

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1. Claims respecting penalties for forfeitures prescribed by statute or regulations, which a government agency is specifically authorized to administer, settle, or determine.
2. Claims respecting personal injury, death, reimbursement, or other compensation arising out of or resulting from liability for personal injury or death.
3. Claims respecting a latent defect, breach of warranty, or guarantee to repair.
4. Claims respecting stop notices.

If a Claim is subject to the Change Order procedures, the Claim arises upon the issuance of a written final decision denying in whole or in part the Contractor's Change Order Request. If a Claim is not subject to the Change Order Procedures, the Claim arises when the Contractor discovers, or reasonably should discover, the condition or event giving rise to the Claim.

6-11.2 FORM

A Claim must include the following:

1. A statement that it is a Claim and a request for a decision.
2. A detailed description of the act, error, omission, unforeseen condition, event or other condition giving rise to the Claim.
3. If the Claim is subject to the Change Order procedures, a statement demonstrating that a Change Order Request was timely submitted and denied.
4. A detailed justification for any remedy or relief sought by the Claim, including to the extent applicable, the following:
 - a) If the Claim involves extra work, a detailed cost breakdown claimed. The breakdown must be provided even if the costs claimed have not been incurred when the Claim is submitted.
 - b) To the extent costs have been incurred when the Claim is submitted, the Claim must include actual cost records (including, without limitation, payroll records, material and

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rental invoices) demonstrating that costs claimed have actually been incurred.

- c) To the extent costs have not yet been incurred at the time the Claim is submitted, actual cost records must be submitted on a current basis not less than once a week during any periods costs are incurred. A cost record will be considered current if submitted within seven (7) calendar days of the date the cost reflected in the record is incurred. At the Public Works Director's request, claimed extra costs may be subject to further verification procedures (such as having an inspector verify the performance of alleged extra work on a daily basis).
5. If the Claim involves an error or omission in the Contract Documents:
 - a) An affirmative representation that the error or omission was not discovered before submitting a bid for the Contract; and
 - b) A detailed statement demonstrating that the error or omission reasonably should not have been discovered by the Contractor, its Subcontractors and suppliers, before submitting a bid for the Contract.
 6. If the Claim involves an extension of the Contract Time, written documentation demonstrating the Contractor's entitlement to a time extension.
 7. If the Claim involves an adjustment of the Contract Sum for delay, written documentation demonstrating the Contractor's entitlement to such an adjustment.
 8. A personal certification from the Contractor that reads as follows:

"I, _____, BEING THE _____ (MUST BE AN OFFICER) OF _____ (CONTRACTOR NAME), DECLARE UNDER PENALTY OF PERJURY UNDER CALIFORNIA LAW, AND DO PERSONALLY CERTIFY AND ATTEST THAT I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS MADE IN GOOD FAITH; THE SUPPORTING DATA IS

TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE CONTRACTOR BELIEVES CITY IS LIABLE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE § 72 AND CALIFORNIA GOVERNMENT CODE § 12650, ET SEQ., PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMITTING OR CERTIFYING A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT, AND OTHER SEVERE LEGAL CONSEQUENCES.”

6-11.3 CLAIMS SUBMITTED TO PUBLIC WORKS DIRECTOR

Within thirty (30) calendar days after the circumstances giving rise to a Claim occur, the Contractor will submit its Claim to the Public Works Director for a decision. Regardless of any Claim submittal, or any dispute regarding a Claim, unless otherwise directed by the Public Works Director, the Contractor will not cause any delay, cessation, or termination of the Work, but will diligently proceed with the performing the Work in accordance with the Contract Documents. Except as otherwise provided, the City will continue to make payments in accordance with the Contract Documents.

6-11.4 CLAIM IS PREREQUISITE TO OTHER REMEDY

The Contractor certifies that it is familiar with PCC § 10240.2 and understands and agrees that submitting a Claim in accordance with these Specifications is an express condition precedent to the Contractor’s right to otherwise pursue a claim whether through alternative dispute resolution or by litigation. Should the Contractor fail to submit a claim in accordance with these Specifications, including the time limits set forth herein, it will waive any right to a remedy, whether in law or equity, it might otherwise have pursuant to the Contract Documents or applicable law.

6-11.5 DECISION ON CLAIMS

The Public Works Director will promptly review Claims submitted by the Contractor in accordance with these Specifications. Should the Public Works Director require additional supporting evidence to evaluate the claim, the Public Works Director will request such additional information in writing. Any such

requested data will be furnished not later than ten (10) calendar days after the Contractor receives the Public Works Director's request.

The Public Works Director will render a decision not later than 30 calendar days after either receiving the Claim or the deadline for furnishing additional supporting data, whichever is later. If the Claim amount is more than \$50,000, the time period will be extended to 60 days. If the Public Works Director fails to render a decision within the time period established herein, then the Claim will be deemed denied. The Public Works Director's decision will be final and binding unless appealed in accordance with these Specifications.

The Public Works Director's decision on a Claim will include a statement substantially as follows:

"This is a decision pursuant to the General Specifications of your contract. If you are dissatisfied with the decision, and have complied with the procedural requirements for asserting claims, you may have the right to alternative dispute resolution or litigation. Should you fail to take appropriate action within thirty (30) calendar days of the date of this decision, the decision will become final and binding and not subject to further appeal."

6-11.6 APPEAL OF PUBLIC WORKS DIRECTOR'S DECISION

Should the Contractor dispute the Public Works Director's decision, then the Contractor must appeal that decision to the City Manager within thirty (30) calendar days of receiving the Public Works Director's decision.

The City Manager will address disputes or claims within thirty (30) calendar days after receiving such request and all necessary supporting data. The City Manager's decision on the dispute or claim will be the City's final decision.

If the Contractor disputes the City Manager's decision, then the Contractor must demand alternative dispute resolution in accordance with this Section and the PCC within thirty (30) calendar days of the City's final decision.

6-11.7 MEDIATION

If the City and the Contractor agree, disputes between the parties may be submitted to non-binding mediation. If the parties cannot agree to an alternative form of mediation, then mediation will be administered by the American Arbitration Association (“AAA”) under its Construction Industry Mediation Rules, unless the use of such rules are waived by mutual stipulation of both parties.

The parties may, but are not required to be, represented by counsel in mediation.

The requirement for mediation will not alter or modify the time limitations otherwise provided for claims and no conduct or settlement negotiation during mediation will be considered a waiver of the City’s right to assert that claim procedures were not followed.

6-11.8 ARBITRATION

If the City and Contractor do not agree to mediation, then a disputes will be submitted to neutral non-binding (except as provided herein) arbitration. Arbitration will be conducted in accordance with PCC § 10240.3. Any decision rendered by an arbitrator will be consistent with PCC § 10240.8.

The exclusive venue for any arbitration will be in Los Angeles County.

The expenses and fees of the arbitrators and the administrative fees, if any, will be divided among the parties equally. Each party will pay its own counsel fees, witness fees, and other expenses incurred for its own benefit.

6-11.9 WHEN ARBITRATION DECISION BECOMES BINDING

The decision rendered by the arbitrator will become binding upon the parties unless appealed to the Los Angeles County Superior Court pursuant to PCC § 10240.12 within thirty (30) calendar days of the decision. If subsequent litigation results in an award to the party appealing the arbitration that is less than or equal to that of the arbitration decision, or if the litigation results in a decision in favor of the nonappealing party, then the party appealing the arbitration will pay the nonappealing party's attorney's fees and court costs.

6-11.10 APPEAL TO SUPERIOR COURT; WAIVER OF JURY TRIAL

Should a party timely object to the arbitration decision, it may file a petition with the Los Angeles County Superior Court in accordance with California Code of Civil Procedure ("CCP") §§ 1285, et seq. Notwithstanding the limitations set forth in CCP § 1286.2, the court may vacate, correct, or adjust an arbitration award, and enter judgment in accordance with CCP § 1287.4, for any legal or equitable basis including, without limitation, error of law. The court will apply the substantial evidence standard of review when considering the appeal of an objecting party.

BY EXECUTING THESE CONTRACT DOCUMENTS, THE CONTRACTOR AGREES TO HAVE DISPUTES OR CONTROVERSY CONCERNING THE CONSTRUCTION, INTERPRETATION, PERFORMANCE, OR BREACH OF THESE CONTRACT DOCUMENTS, INCLUDING CLAIMS FOR BREACH OF CONTRACT OR ISSUES OF BAD FAITH DECIDED IN ACCORDANCE WITH THIS SECTION 6-11. BOTH THE CITY AND THE CONTRACTOR WAIVE THEIR RIGHT TO A JURY TRIAL FOR THESE DISPUTES OR ISSUES.

7-2 LABOR

The following subsections are added to Subsection 7-2 of the Green Book.

7-2.3 PREVAILING WAGES

The Contractor will post at appropriate conspicuous points at the site of the project a schedule showing determinations of the Director of Industrial Relation

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of the prevailing rate of per diem wages. It will be the Contractor's

responsibility to obtain copies of the prevailing rate of per diem wages. One source that may be used is the California Department of Industrial Relations website which is currently located at www.dir.ca.gov, or by calling the Prevailing Wage Unit at (415) 703-4774.

Attention is directed to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by the Contractor or any subcontractor.

Labor Code § 1777.5 requires the 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 will 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:

- a) When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the ninety (90) calendar days before the request for certificate, or
- b) When the number of apprentices in training in the area exceeds a ratio of one to five, or
- c) 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
- d) When the Contractor provides evidence that the Contractor employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if the 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.

The Contractor and any subcontractor will comply with Labor Code §§ 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, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

7-2.4 RECORD OF WAGES PAID: INSPECTION

Every Contractor and subcontractor will keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with the Work. 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 the City, the Contractor will provide copies of the records at its cost.

7-3 LIABILITY INSURANCE

Subsection 7-3, Liability Insurance, of the Greenbook is deleted in its entirety and replaced by the following subsections.

7-3.1 GENERAL

Contractor must procure and maintain for the duration of the contract the following insurance coverages and limits against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work covered by this agreement by the Contractor, its agents, representatives, employees or subcontractors:

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COVERAGE PER OCCURRENCE	ISO FORM	COMBINED SINGLE LIMIT
Comprehensive General Liability	CL 00 02 01 85 or 88	\$2,000,000
Business Auto Workers' Compensation	CA 00 01 01 87	\$1,000,000 Statutory

Contractor will provide endorsements or other proof of coverage for contractual liability.

Combined single limit per occurrence will include coverage for bodily injury, personal injury, and property damage for each accident.

If Commercial General Liability Insurance or other form with a general aggregate limit is used, the policy will be endorsed such that the general aggregate limit will apply separately to this contract and a copy of the endorsement provided to the City.

Liability policies will contain, or be endorsed to contain the following provisions:

GENERAL LIABILITY AND AUTOMOBILE LIABILITY:

The City, its officers, officials, employees, agents, and volunteers will be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage will contain no special limitations on the scope or protection afforded to the City, its officers, officials, employees, agents, or volunteers.

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The Contractor's insurance coverage will be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, and volunteers will be excess of the Contractor's insurance and will not contribute with it.

The insurer will agree in writing to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officers, officials, employees, agents and volunteers.

The Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

WORKERS' COMPENSATION:

The insurer will agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

ALL COVERAGES:

Each insurance policy required by this subsection will be endorsed to state that coverage will not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to:

CITY CLERK
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

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Notwithstanding the foregoing, the endorsement may state that insurance may be cancelled upon ten (10) calendar day notification for non-payment of premium. The Contractor will provide the City with updated proof of insurance should the Contract Time extend beyond the policy expiration date.

All liability insurance will be on an occurrence basis. Insurance on a claims made basis will be rejected. Any deductibles or self-insured retentions will be declared to and approved by City. The insurer will provide an endorsement to City eliminating such deductibles or self-insured retentions as respects the City, its officials, employees, agents, and volunteers.

Except for Workers Compensation Insurance, Contractor will furnish to City certificates of insurance and endorsements on forms acceptable to the City's City Attorney, duly authenticated, giving evidence of the insurance coverages required in this contract and other evidence of coverage or copies of policies as may be reasonably required by City from time to time. Endorsements must be supplied on ISO Form No. CG 20 10 11 85, or equivalent. Certificate/endorsement for Workers Compensation Insurance will be furnished on State Comp Fund or other industry standard form. Except for worker's compensation insurance, all insurance required herein will be placed with insurers with a Best's Rating of not less than A:VII. Worker's compensation insurance policies will meet the requirements of California law.

All subcontractors employed on the work referred to in this contract will meet the insurance requirements set forth for Contractor. Contractor will furnish certificates of insurance and endorsements for each subcontractor at least five days before the subcontractor entering the job site, or Contractor will furnish City an endorsement including all subcontractors as insureds under its policies.

Except as provided in Subsection 6-10, the Contractor will save, keep and hold harmless the City, its officers, officials, employees, agents and volunteers from all damages, costs or expenses in law or equity that may at any time arise or be claimed because of damages to property, or personal injury received by reason of or in the course of performing work, which may be caused by any willful or negligent act or omission by the Contractor or any of the Contractor's employees, or any subcontractor. The City will not be liable for any accident, loss

or damage to the work before its completion and acceptance, except as provided in Subsection 6-10.

The cost of such insurance will be included in the various items of work in the Contractor's bid and no additional compensation for purchasing insurance or additional coverage needed to meet these requirements will be allowed.

In the event that any required insurance is reduced in coverage, cancelled for any reason, voided or suspended, Contractor agrees that City may arrange for insurance coverage as specified, and Contractor further agrees that administrative and premium costs may be deducted from payments due to the Contractor. Contractor will not be allowed to work until alternate coverage is arranged.

Coverage will not extend to any indemnity coverage for the active negligence of the additional insured if the agreement to indemnify the additional insured would be invalid under Civil Code § 2782(b).

7-3.2 INDEMNIFICATION AND DEFENSE

In addition to the provisions of Subsection 7-3 of the Greenbook as between the City and Contractor, Contractor will take and assume all responsibility for the work as stated herein or shown on the plans.

The Contractor will bear all losses and damages directly or indirectly resulting to it, to the City, its officers, employees, and agents, or to others on account of the performance or character of the work, unforeseen difficulties, accidents, traffic control, job site maintenance, or any other causes whatsoever.

The Contractor will assume the defense of and indemnify and save harmless the City of Goleta, its officers, employees, and agents, from and against any and all claims, losses, damage, expenses and liability of every kind, nature, and description, directly or indirectly arising from the performance of the

contract or work, regardless of responsibility for negligence, and from any and all claims, losses, damage, expenses, and liability, howsoever the same may be caused, resulting directly, or indirectly from the nature of the work covered by the contract, regardless of responsibility for negligence, to the fullest extent permitted by law. In accordance with Civil Code § 2782, nothing in this Subsection 7-3.2 or in Subsection 7-3 of the Standard Specifications will require defense or indemnification for death, bodily injury, injury to property, or any other loss, damage or expense arising from the sole negligence or willful misconduct of the City, or its agents, servants or independent contractors who are directly responsible to the City, or for defects in design furnished by such persons. Moreover, nothing in this Subsection 7-3.2 or in Subsection 7-3 will apply to impose on the Contractor, or to relieve the City from, liability for active negligence of the City.

The City does not, and will not, waive any rights against the Contractor which it may have by reason of the aforesaid hold harmless agreements because of the acceptance by the City, or deposit with City by Contractor, of any insurance policies described in Subsection 7-3 of the Special Provisions. This hold harmless agreement by the Contractor will apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered by reasons of any of the aforesaid operations of Contractor, or any subcontractor, regardless of whether or not such insurance policies are determined to be applicable to any of such damages or claims for damages.

No act by the City, or its representatives in processing or accepting any plans, in releasing any Guarantee, in inspecting or accepting any work, or of any other nature, will in any respect relieve the Contractor or anyone else from any legal responsibility, obligation or liability he might otherwise have.

7-5 PERMITS

The following paragraph will be added to Subsection 7-5 of Greenbook:

The Contractor will apply for permits required by the City. These permits including, without limitation, a business license, will be issued on a “no-fee” basis. However, the Contractor must pay for and obtain all other permits from other governmental and utility agencies necessitated by their operations, but cannot charge the City an administrative fee for obtaining such permits.

All bonding fees, (overweight and oversized vehicle permit fees) inspection permit fees or other fees charged or required for such permits must be paid by the Contractor. These costs will be included in the bid item provided. If no bid item is included, costs will be included in the various items of work, and no additional payment will be allowed.

7-8.1 CLEANUP AND DUST CONTROL

Subsection 7-8.1, Cleanup and Dust Control, of the Greenbook is deleted in its entirety and replaced by the following subsections.

7-8.1.1 GENERAL

On any construction project requiring trenching within public streets and for which total trenching is in excess of 500 feet, the Contractor will be required to sweep the worksite utilizing a pick-up type street sweeper a minimum of once daily.

7-8.1.2 WATERING

Water for dust control caused by Contractor's operations or the passage of traffic through the work will be applied as necessary or as directed by the Public Works Director. Water for the above or other purposes may be obtained from any approved source. If the Contractor chooses to use a City fire hydrant upon placing deposits and fees as described in this contract, the Public Works Director will cause a meter to be installed. All water used from the hydrant will be metered and charged to the Contractor at the prevailing rate plus the current daily meter rental rate. The Contractor will be charged a \$15 reconnect fee if the Contractor wishes to move the meter to a different hydrant. Costs of water to be used will be included in the cost of various bid items.

7-8.6 WATER POLLUTION CONTROL

The following requirements are added to establish storm water and urban runoff pollution prevention controls.

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- (a) Storm or construction generated water containing sediment such as, construction waste, soil, slurry from concrete/asphalt concrete saw cutting operations, clean up of concrete transit mixers or other pollutants from construction sites and parking areas will be retained or controlled on site and will not be permitted to enter the storm drain system.
- (b) Temporary sediment filtering systems such as sandbags, silt fences, or gravel berms will be utilized to trap sediment so that only filtered water enters the City's storm drain system. Proper clean up and disposal of settled sediment and the filtering system will be the responsibility of the Contractor.
- (c) Discharge of concrete transit mixer wash water on to approved dirt areas (sub-grade area designated for new concrete construction for example) is acceptable. Discharge on to private property, parkway areas, or the street is not permitted.
- (d) Plastic or other impervious covering will be installed where appropriate to prevent erosion of an otherwise unprotected area, along with any other runoff control devices deemed appropriate by the City.
- (e) Excavated soil stored on the site will be covered in a manner that minimizes the amount of sediments running into the storm drain system, street or adjoining properties.
- (f) No washing of construction or other industrial vehicles and equipment will be allowed adjacent to a construction site. During the rainy season (October 15 to April 15), Contractor will keep at the construction site sufficient materials and labor to install temporary sediment filtering systems and other water pollution prevention control measures. These control measures will be in place and maintained by the Contractor on a daily basis on days when construction is not in progress due to rain.
- (h) All costs associated with water pollution control will be borne by the Contractor. Any expense incurred by the City to expeditiously respond to storm drain contamination resulting from Contractor's failure to implement water pollution control measures will be charged to the Contractor.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The following requirements are added to Section 7-9:

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings will also be considered as existing improvements and the Contractor will replace such improvements.

Relocations, repairs, replacements, or re-establishments will be at least equal to the existing improvements and will match such improvements in finish and dimensions unless otherwise specified.

7-10 PUBLIC CONVENIENCE AND SAFETY

The following requirement is added to Section 7-10:

Unless otherwise specified all traffic control will be performed in accordance with the Work Area Traffic Control Handbook (WATCH) Latest Edition, published by Building News, 3055 Overland Avenue, Los Angeles, CA 90034, telephone 310-474-7771.

7-10.1 TRAFFIC AND ACCESS

The Contractor will notify the occupants of all affected properties at least 48 hours before any temporary obstruction of access. Vehicular access to property line will be maintained except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed except as permitted by the Public Works Director.

At least one (1) twelve (12) foot wide traffic lane will be provided for each direction of travel on all streets at all times except as permitted by the Public Works Director. The traffic lanes will be maintained on pavement, and will remain unobstructed. All work requiring that a lane be closed or a lane moved right or left will be noticed to the traveling public by use of City approved lighted arrow boards.

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Clearances from traffic lanes will be five (5) feet to the edge of any excavation and two (2) feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

One four (4) foot wide paved pedestrian walkway will be maintained in the parkway area on each side of all streets. The clearance from the pedestrian walkway to any traffic lane will be five (5) feet. Pedestrians and vehicles will be protected from all excavations, material storage, and/or obstructions by the placement of an adequate number of lighted barricades (minimum two (2)) at each location, one (1) at each end of the obstruction or excavation), which will have flashing lights during darkness. Barricades will be Type I or Type II per Section 7-3 of the WATCH Manual and lights will be Type A per Section 7-6 of the “Work Area Traffic Control Handbook” (WATCH).

7-10.2 STREET CLOSURES, DETOURS, BARRICADES

Street closures will not be allowed except as specifically permitted by the Public Works Director.

The Contractor will prepare any traffic control or detour plans that may be required as directed by the Public Works Director. Lane transitions will not be sharper than a taper of thirty (30) to one (1).

Temporary traffic channelization will be accomplished with barricades or delineators. Temporary striping will not be allowed unless specifically permitted by the Public Works Director. The Contractor will prepare any plans that may be required for temporary striping to the satisfaction of the Public Works Director. In no event will temporary striping be allowed on finish pavement surfaces, which are to remain.

Where access to driveway or street crossings need to be maintained, minimum 1 1/4 inch thick steel plating will be used to bridge the trench. All steel plating will have temporary asphalt concrete 1:12 minimum sloped ramps to assist vehicles to cross comfortably over the plates and have a non-skid surface. Plates subject to vehicle high traffic speeds and in residential areas will be secured by welding at the discretion of the Public Works Director.

7-10.5 PROTECTION OF THE PUBLIC

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor will use foresight and will take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the Project which will require that immediate and unusual provisions be made to protect the public from danger or loss of life, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Public Works Director, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the Public Works Director, immediate action will be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Public Works Director will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation immediately, the Public Works Director may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the Public Works Director, may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, will be borne by the Contractor. All expenses incurred by the City for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. Such remedial measures by the City will not relieve the Contractor from full responsibility for public safety.

7-15 HAZARDOUS MATERIAL

The following Subsection will be added to Section 7 of the Greenbook:

For any excavation, which extends more than four feet below existing grade, the Contractor will promptly, and before the conditions are disturbed, notify the Public Works Director, in writing, of 1) any material that the Contractor believes may be hazardous waste, as defined in Health and Safety Code § 25117, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law, 2) subsurface or latent physical conditions at the site differing from those indicated, or 3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

After receiving notice from the Contractor, the Public Works Director will promptly investigate any condition identified by the Contractor as being hazardous. The rights and obligations of the City and the Contractor with regard to such conditions (including, without limitation, the procedures for procuring change orders and filing claims) will be specified by the provisions of Subsection 3-4 (Changed Conditions) of the Greenbook.

If a dispute arises between the City and the Contractor whether the conditions materially differ, involve hazardous waste, or cause a change in the Contractor's cost or time required for performance of the work, the Contractor will not be excused from any scheduled completion date provided for by the contract, but will proceed with all work to be performed under the contract. The Contractor will retain all rights provided by Subsection 3-5, Disputed Work, of the Greenbook.

If the Public Works Director determines that material called to the Public Works Director's attention by the Contractor is hazardous waste, or if the Public Works Director otherwise discovers the existence of hazardous waste, the Contractor will be responsible for removal and disposal of the hazardous waste by qualified personnel and appropriate equipment in the manner required by law as directed by the Public Works Director, subject to the provisions of Section 3 (Changes in Work) of the Greenbook.

9-2 LUMP SUM WORK

Subsection 9-2, Lump Sum Work, of the Greenbook is deleted in its entirety and replaced by the following:

Items for which quantities are indicated as “Lump Sum,” “L.S.,” or “Job” will be paid for at the price indicated in the Bid. Such payment will be full compensation for all costs for labor, equipment, materials and plant necessary to furnish, construct and install the lump sum item of work, complete, in place, and for all necessary appurtenant work, including, but not limited to, all necessary cutting, patching, repair and modification of existing facilities, and clean up of site.

Contractor will furnish three copies of a detailed schedule, which breaks down the lump sum work into its component parts and cost for each part, in a form and sufficiently detailed as to satisfy Public Works Director that it correctly represents a reasonable apportionment of the lump sum. This schedule is subject to approval by Public Works Director as to both the components into which the lump sum item is broken down, and the proportion of cost attributable to each component.

This schedule will be the basis for progress payments for the lump sum work.

9-3.2 PARTIAL AND FINAL PAYMENTS

The text of Subsection 9-3.2 of the Standard Specifications is deleted and replaced with the following:

The closure date for the purpose of making partial progress payments will be the last working day of each month. The Contractor will prepare the partial payment invoice with measurement of the work performed through the closure date and submit it to the CITY for approval.

When work is complete, the Contractor will determine the final quantities of the work performed and prepare the final progress payment, and submit it to the Public Works Director for approval.

It will take a minimum of thirty-five (35) calendar days from the date of approving the Contractor’s invoice to make the payment to the Contractor. However, payments will be withheld pending receipt of any outstanding reports required by the contract documents, or legal release of filed Stop Payment Notices against the Contractor. In addition, the final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions.

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The full five percent (5%) retention will be deducted from all progress payments. The Contractor will make a payment request for the retained amount, for approval by the City, upon field acceptance of the work by the City Public Works Director. The City Public Works Director upon field acceptance and receipt of the final as-built plans and any other reports or documents required to be provided by the Contractor will process a recommendation to the City Council for acceptance of the work. Not less than thirty-five (35) calendar days from the City Council acceptance of the work, the Contractor's final payment will be made provided Stop Payment Notices or other claims have not been filed against the Contractor and/or the City by material suppliers, sub-contractors, other governmental agencies, and private property owners. Until these Stop Payment Notices are released and claims are resolved the stop payment/claim amount will be withheld from the final payment.

The Contractor, however, may receive interest on the retention for the length of construction, or receive the retention itself as long as the retention is substituted with escrow holder surety or equal value.

At the request and expense of the Contractor, surety equivalent to the retention may be deposited with the State Treasurer, or a State or Federally chartered bank, as the escrow agent, who will pay such surety to the Contractor upon satisfactory completion of the contract.

Pursuant to PCC § 22300, the Contractor may substitute securities for retention monies held by the City or request that the City place such monies into an escrow account. The Contractor is notified, pursuant to PCC § 22300, that any such election will be at the Contractor's own expense and will include costs incurred by the City to accommodate the Contractor's request.

Progress payment paid by the City as contemplated herein, will be contingent upon the Contractor submitting, in addition to any additional documents, an updated Contract Schedule in the form prescribed by these Contract Documents. Failure of the Contractor to submit an acceptable updated Contract Schedule will result in the City withholding partial payment, without liability to the City, until such an acceptable updated Contract Schedule is submitted. Nothing herein will allow the Contractor to suspend or slow progress of the Work.

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A City Council resolution established a Project Payment Account, encumbered money in the current budget, and assigned that money to the Project Payment Account which is the sole source of funds available for payment of the Contract Sum. Contractor understands and agrees that Contractor will be paid only from this special fund and if for any reason this fund is not sufficient to pay Contractor, Contractor will not be entitled to payment. The availability of money in this fund, and City's ability to draw from this fund, are conditions precedent to City's obligation to make payments to Contractor.

9-3.3 DELIVERED MATERIALS

Materials and equipment delivered or stored, but not incorporated into the work, will not be approved for progress payments.

100-1 TERMINATION OF AGENCY LIABILITY

Before receiving final payment, the Contractor will execute a "Release on Contract" form which will operate as, and will be a release to the City, the City Council, and each member of the City Council and their agencies, from all claims and liability to the Contractor for anything done or furnished for, or relating to, the work or for any act of neglect of the City of any person relating to or affecting the work, except the claim against the City for the remainder, if any there be, of the amounts kept or retained as provided in Subsections 9-3 of the Standard Specifications and except for any unsettled claims listed on said form which have been filed in compliance with the requirements for making claims.

- END OF SECTION -