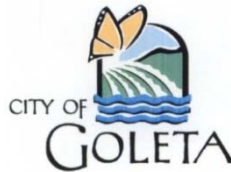


CITY OF GOLETA



CONTRACT DOCUMENTS SPECIFICATIONS AND STANDARD DRAWINGS

FOR

**FY 2017/18 PAVEMENT REHABILITATION PROJECT – CATHEDRAL
OAKS**

By 
Charles W Ebeling PE, TE
Public Works Director

Bid Number: 02-18

Bid Opening: October 11, 2018

For use with Standard Specifications for Public Works Construction
"GREENBOOK" (2015 Edition)

August 2018

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SECTION

A

NOTICE INVITING SEALED BIDS

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SECTION A NOTICE INVITING SEALED BIDS

NOTICE INVITING SEALED BIDS OR THE CONSTRUCTION OF FY 17-18 PAVEMENT REHABILITATION PROJECT 130 Cremona Drive, Suite B, City of Goleta, CA

PUBLIC NOTICE IS HEREBY GIVEN that the City of Goleta ("City"), invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, 130 Cremona Drive, Suite B, Goleta, California 93117, up to the hour of **3:00 p.m. on Thursday, October 11, 2018**, and will be publicly opened and read aloud promptly thereafter. Faxes or any electronic format is not acceptable.

Copies of the Bidding Documents including Project Plans and Specifications, City General Provisions, City and Special Provisions, but not including Greenbook Standard Plans, Greenbook Standard Specifications, Greenbook Standard Special Provisions – 2015 Edition, or Reference Specifications) are available from the City, 130 Cremona Drive, Suite B, Goleta, California 93117 upon payment of a \$50.00 non-refundable fee if picked up, or no payment to City if obtained from Construction Bidboard, Inc. at <http://www.ebidboard.com/>, or City of Goleta website at <http://www.cityofgoleta.org/i-want-to/view/city-bid-opportunities>.

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

The work includes all labor, material and equipment necessary to pulverizing and processing existing paving section, Hot Mix Asphalt (HMA) paving, full depth reclamation (FDR), striping, traffic control, remove and replace concrete sidewalk, driveway, spandrel/cross gutter, root pruning, and installation of access ramps on designated streets within the City of Goleta, CA. The contract period is 71 Working Days.

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

Bids must be prepared on the approved bid forms in conformance with the "Bidding Instructions" and the General Provisions and submitted in a sealed envelope plainly marked on the outside, "**SEALED BID FOR FY 2017-2018 PAVEMENT REHABILITATION PROJECT. DO NOT OPEN WITH REGULAR MAIL.**" The bid must be accompanied by certified cashier's check, or bidder's bond, made payable to City. The bid security shall be an amount equal to ten percent (10%) of the total maximum amount bid with their proposals as required by California law.

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

Within such limits as may be prescribed by law, the City Council of the City of Goleta reserves the right to reject any and all Bids, to accept, reject or waive any variances or informalities in a Bid or in the bidding, or take bids under advisement. Failure to provide proof of the contractor's current registration pursuant to Section 1725.5 of the Labor Code may result in rejection of the bid as non-responsive. Failure to comply with enforcement provisions pursuant to Section 1771.4 of the Labor Code may result in a determination that the bidder is not responsible.

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

Bids shall remain open and valid for a period of ninety (90) days after the Bid Deadline.

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

Any protest to an intended award of this contract shall be made in writing addressed to the City Clerk prior to the award. Any protest may be considered and acted on by the City Council at the time noticed for award of the contract. To request a copy of the notice of agenda for award, please contact the City Clerk (805) 961-7505 or register on the City's website (www.cityofgoleta.org).

CITY OF GOLETA


Deborah S. Lopez, City Clerk

SECTION

B

BIDDING INSTRUCTIONS

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SECTION B BIDDING INSTRUCTIONS

1. DEFINITIONS. All definitions are as provided for in the 2015 Standard Specifications for Public Works Construction, "Greenbook," unless provided otherwise. The definitions in the contract documents are applicable to all Bidding Documents.

- 1.1 "Addenda" means written or graphic instruments issued by the City before the Bid Deadline that modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
- 1.2 "Alternate" means a proposed change in the work, 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 Inviting Sealed Bids as the last date and time for receipt of Bids, as may be revised by Addenda.
- 1.4 "Bidder" means a person or firm that submits a Bid.
- 1.5 "Bidding Documents" means the construction documents prepared and issued for bidding purposes including all Addenda.
- 1.6 "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.
- 1.7 "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.
- 1.8 "Inspector" means the person designated by the Engineer to ensure specification compliance.

2. BIDDER'S REPRESENTATIONS. By making its Bid, Bidder represents that:

- 2.1 Bidder read, understood, and made the Bid pursuant to the requirements in the Bidding Documents.
- 2.2 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 Bidder and all Subcontractors, regardless of tier, 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 Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.
- 2.6 The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on Bidder's behalf.
- 2.7 Bidder is aware of and, if awarded the Contract, will comply with legal requirements in its performance of the Work.
- 2.8 The Bidder has paid any applicable City business license fee(s).

3. BIDDING DOCUMENTS.

- 3.1 Bidders may obtain complete sets of the Bidding Documents from the City's Public Works Department for the sum stated in the Notice Inviting Sealed Bids.
- 3.2 Bidders will use a complete set of Bidding Documents in preparing Bids.
- 3.3 The City makes copies of the Bidding Documents available, on the above terms, for the sole purpose of obtaining Bids for the Work and does not confer a license or grant permission for any other use of the Bidding Documents.
- 3.4 Bidders will be evaluated for responsiveness and responsibility based on information provided in the bid documents under Designation of Subcontractors" and Bidder's References."

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.

Requests for clarification or interpretation of the Bidding Documents will be addressed to the City's representative. Please email your questions to igentry@cityofgoleta.org

- 4.2 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.

- 5.1 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 Designation of Subcontractor form all first-tier subcontractors that will perform work, labor or render such services in excess of one half percent (½ %) of work. The Designation of Subcontractor Form contains spaces for the following information when listings subcontractors: (1) Work activity; (2) name of subcontractor; (3) city of subcontractor's business location. Failure to list any of these items on the form will result in the City treating the Bid as if no subcontractor was listed for the work and that Bidder represents to the City that it is fully qualified to perform that portion of the work and will so perform such work.
- 6.2 Subcontractors listed in the Designation of Subcontractor 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 mailing address for receipt of Addenda.
- 7.2 Copies of Addenda will be made available for inspection at the City's Public Works Department and posted at ebidboard.com
- 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 withdraws the request for Bids or postpones 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 submitting a Bid.

8. FORM AND STYLE OF BIDS.

- 8.1 Bids will be submitted on the bid forms included with the Bidding Documents. Bids not submitted on the City's bid form will be rejected. Bid forms shall not be removed from the contract documents or complete bid specification package.
- 8.2 All blanks on the bid forms will be filled in legibly in ink or typed.
- 8.3 Bidder's failure to submit a price for any Alternate or unit price will result in the Bid being considered as non-responsive. If Alternates are called for and no change in the Lump Sum Base Bid is required, enter "No Change."
- 8.4 Each Bidder must fill out the "Bidder's 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 forms will be signed by a person or persons legally authorized to bind Bidder to a contract. Bidder's representative will sign and date the Declaration of Eligibility to Contract included in the bid forms. Failure to sign and date the Declaration will cause the Bid to be rejected.

9. BID SECURITY.

- 9.1 Each Bid will be accompanied by bid security, in the amount of 10% of the total bid as security for Bidder's obligation to enter into a contract with the City on the terms stated in the bid forms and to furnish all items required by the Bidding Documents. Bid security will be a Bid Bond on the form provided by the City. When a Bid 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 contract and furnish all items required by the Bidding Documents within the time limits specified in these Bidding Instructions, 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 the 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 contract 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.

10. BID DELIVERY.

- 10.1 The bid forms, 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 FOR FY 2017-2018 PAVEMENT REHABILITATION PROJECT. DO NOT OPEN WITH REGULAR MAIL."**

- 10.2 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.
- 10.3 Bidder will assume full responsibility for timely delivery at the location designated for receipt of Bids.
- 10.4 Oral, telephonic, facsimile, or telegraphic Bids are invalid and will not be accepted.

11. MODIFICATION OR WITHDRAWAL OF BID.

- 11.1 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.
- 11.2 A withdrawn Bid may be resubmitted up to the Bid Deadline, provided that it then fully complies with the Bidding Requirements.
- 11.3 Bid Security will be in an amount sufficient for the Bid as modified or resubmitted.
- 11.4 Bids may not be modified, withdrawn, or canceled within sixty (60) days after the Bid Deadline unless otherwise provided in any supplementary instructions to Bidders.

12. OPENING OF BIDS.

- 12.1 Bids submitted in the manner required by these instructions and are received on or before the Bid Deadline will be opened publicly.

13. REJECTION OF BIDS.

- 13.1 The City will have the right to reject all Bids.
- 13.2 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.

14. AWARD.

- 14.1 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.
- 14.2 The City will have the right to waive nonmaterial irregularities in a Bid and to accept the lowest responsive Bid as determined by the City.

- 14.3 The City will have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents.
- 14.4 The City will determine the low Bidder on the basis of the total bid price plus all unit prices multiplied by their respective estimated quantities as stated in the bid forms, if any.
- 14.5 The City will select the apparent lowest responsive and responsible Bidder and notify such Bidder within thirty (30) days (unless the number of days is modified in any 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:
 - 14.5.1 Two originals of the Contract signed by Bidder.
 - 14.5.2 Two originals of the Payment Bond.
 - 14.5.3 Two originals of the Performance Bond.
 - 14.5.4 Certificates of Insurance on form provided by the City.
 - 14.5.5 Names of all Subcontractors, with their addresses, telephone number, facsimile number and trade on Bidders' company stationery. Evidence, as required by the City, of the reliability and responsibility of the proposed Subcontractors such as statements of experience, statements of financial condition, and references.
- 14.6 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 propose 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.
- 14.7 If Bidder submits the two original signed contracts 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 Contract and returning a signed copy of the contract to Bidder.
- 14.8 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 Contract or submit to the City all of the items required by he 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 City reject all Bids.

14.9 If Alternates are called for in the Bid Proposal, the City will determine the low bidder in accordance with Public Contract Code Division II, Part 3 Chapter 1, Section 20103.8, Subdivision (b) and as follows:

- 14.9.1 The lowest bid shall be the lowest total of the Base Bid prices on the Base Contract Work plus the prices of all Alternate Bid Items.
- 14.9.2 Each Bidder must fill in the prices for all Alternate Bid Items indicated on the Bid Proposal form. If no change in the Base Bid price is required, enter "No Change" in the blank for the price of the Alternate Bid Item. Any Bid that does not include prices for any Alternate Bid Item may result in the Bid being rejected as nonresponsive.
- 14.9.3 City reserves the right in its sole discretion to select any, all, or none of the Alternate Bid Items at the time of award of the Contract, regardless of whether those Alternate Bid Items were used in the analysis to determine the lowest Bid.

SECTION

C

BID PROPOSAL

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**SECTION C BID PROPOSAL
FOR
CONSTRUCTION OF FY 17-18 PAVEMENT REHABILITATION PROJECT**

TO THE CITY OF GOLETA ("City"):

In accordance with City's Notice Inviting Sealed Bids, the undersigned Bidder hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated Project as set forth in the Plans, Specifications, and Contract Documents, and to perform all Work in the manner and time prescribed therein.

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

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

If awarded the Contract, the undersigned further agrees that in the event of the Bidder's default in executing the Contract and filing the necessary bonds and insurance certificates **WITHIN 20 WORKING DAYS**, not including Saturdays, Sundays and legal holidays, after the City has mailed notice of the award of contract to the Bidder, the proceeds of the Bid Security accompanying this Bid shall become the property of the City and this Bid and the acceptance hereof may, at the City's option, be considered null and void.

**BID PROPOSAL
FOR
CONSTRUCTION OF THE
FY 17-18 PAVEMENT REHABILITATION PROJECT**

Bids will be received until **October 11, 2018 at 3:00 p.m.** at the City of Goleta, City Hall, 130 Cremona Drive, Suite B, Goleta, CA 93117.

For any questions regarding the Contract Documents, Specifications, Proposal or other Bidding Documents, please contact John Gentry at telephone number (805) 961-7561 or e-mail at jgentry@cityofgoleta.org.

The Project insurance requirements are as per the sample contract as contained herein this Specification.

Approximate Contract Period: **Nov. 26, 2018 – Mach 12, 2019** (71 working days).

BIDDER SHALL COMPLETE:

Bidder's Name _____

Street Address _____

City _____ State _____ Zip Code _____

Telephone Number _____ Fax Number _____

e-mail

The following Addenda are acknowledged: Number Dated Initials

(Bidder must fill in number and date of each Addendum or may enter the word "none" if appropriate)

_____	_____	_____
_____	_____	_____
_____	_____	_____

BIDDER'S NAME

DATE

**FY 17-18 PAVEMENT REHABILITATION PROJECT
BIDDING SHEET**

The cost of all labor, material, and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown herein. (See Section A2.07.)

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

The City further reserves the right to reject any or all bids, to waive any informality or irregularity in any bid or the bidding procedure, and to delete any items of work in the award of contract.

Bidders must bid on all items in the Bid Schedule. Item 11, Supplemental Work, has the amount filled in and will be included in the total for the bid. The basis of the bid will be the total of Schedule A. The Bid Alternative, if any, will not be included in the basis of the bid.

**BID PROPOSAL FOR CONSTRUCTION OF
FY 17-18 PAVEMENT REHABILITATION PROJECT**

BID SCHEDULE

ITEM No.	BID ITEM	PAYMENT REFERENCE	UNIT	TOTAL QUANTITIES	UNIT PRICE	*TOTAL COST
1	Mobilization, Bonds & Insurance	F2-1	LS	1		
2	Traffic Control	F2-2.6	LS	1		
3	Storm Water Pollution Control Program	F1-6	LS	1		
4	1/2" AC (Type A, PG 64-10)	F2-7.4	TN	9,609		
5	Pulverize 15" Existing Section, Regrade and Recompact	F2-9.4	SF	279,538		
6	Cold Plane & Remove 5-1/2" Pulverized Material	F2-4.6	SF	279,538		
7	Quicklime & Cement Treat 9-1/2" Soil	F2-9.4	SF	279,538		
8	6" Deep Lift Stabilization (Allowance)	F2-7.4	SF	16,773		
9	Install 12" White Crosswalk / Limit Line (Paint)	F2-11.4	LF	87		
10	Install 12" Yellow Crosswalk / Limit Line (Paint)	F2-11.4	LF	615		
11	Install Yellow Ladder X-Walk (Paint)	F2-11.4	SF	560		
12	Install Yield Line (Thermo)	F2-11.4	SF	66		
13	Install "XING" Legend (Thermo)	F2-11.4	SF	84		
14	Install "SLOW" Legend (Thermo)	F2-11.4	SF	92		
15	Install "SCHOOL" Legend (Thermo)	F2-11.4	SF	210		
16	Install "40" Legend (Thermo)	F2-11.4	SF	59		
17	Install "50" Legend (Thermo)	F2-11.4	SF	20		
18	Install Bike Symbol Marking (Green Thermo)	F2-11.4	SF	5		
19	Install Bike Symbol Marking (Thermo)	F2-11.4	SF	11		
20	Install Green Bike Lane Line (Detail #39A) (Thermo)	F2-11.4	SF	1,374		
21	Install Type IV (R/L) Arrow (Thermo)	F2-11.4	SF	225		
22	Install Type VI Arrow (Thermo)	F2-11.4	SF	126		
23	Install Caltrans Striping Detail #9 (Paint & Markers)	F2-11.4	LF	1,411		
24	Install Caltrans Striping Detail #22 (Paint & Markers)	F2-11.4	LF	639		
25	Install Caltrans Striping Detail #24 (Paint)	F2-11.4	LF	4,007		
26	Install Caltrans Striping Detail #27B (Paint)	F2-11.4	LF	2,530		
27	Install Caltrans Striping Detail #29 (Paint & Markers)	F2-11.4	LF	2,097		
28	Install Caltrans Striping Detail #32 (Paint)	F2-11.4	LF	535		
29	Install Caltrans Striping Detail #38/38A (Paint & Markers)	F2-11.4	LF	972		
30	Install Caltrans Striping Detail #39 (Paint)	F2-11.4	LF	12,640		
31	Install Caltrans Striping Detail #39A (Paint)	F2-11.4	LF	1,570		
32	Install 4" Chevron (Paint)	F2-11.4	LF	1,018		
33	Install White Flexible Post Reflective Delineator	F2-11.4	EA	42		
34	Install Sign	F2-13.4	EA	5		
ITEM	BID ITEM	PAYMENT	UNIT	TOTAL	UNIT	*TOTAL

FY 2017/18 PAVEMENT REHABILITATION PROJECT

No		REFERENCE		QUANTITIES	PRICE	COST
35	Install Post	F2-13.4	EA	1		
36	Remove Sign	F2-13.4	EA	6		
37	Remove Post	F2-13.4	EA	1		
38	Install OM Sign	F2-13.4	EA	2		
39	Install Speed Feedback Sign on Lightpost	F2-13.4	EA	1		
40	Lower Manhole Covers	F2-10.3	EA	4		
41	Lower Water/Gas Covers	F2-10.3	EA	10		
42	Adjust Manhole Covers	F2-10.3	EA	4		
43	Adjust Water/Gas Covers	F2-10.3	EA	10		
44	Shoulder Backing	F2-8.4	LF	830		
45	Remove & Replace PCC Median Nose	F2-12.4	EA	1		
46	Construct Caltrans Curb Ramp Type B	F2-12.4	EA	5		
47	Construct Caltrans Curb Ramp Type C	F2-12.4	EA	2		
48	Install Detectable Warning Surface on Existing Curb Ramp	F2-12.4	SF	12		
49	Remove Concrete Pedestrian Refuge Island	F2-12.4	EA	1		

TOTAL BID

\$ _____

Company Name of Bidder

Date

DESIGNATION OF SUBCONTRACTORS

Bidder proposes to subcontract certain portions of the Work which are in excess of one-half of one percent (0.5 %) of the total amount bid and to procure materials and equipment from suppliers and vendors. These Subcontractors are identified as follows:

Work to be Performed	Subcontractor License Number	Percent of Total Bid	Subcontractor's Name & 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 "A") proper and adequate for the work required by the Contract, and that the failure to obtain proper and adequate licensing for an award of the Contract shall result in the forfeiture of the Bidder's Security.

ELIGIBILITY TO CONTRACT

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

BIDDER'S INFORMATION

Bidder certifies that the following information is true and correct:

Bidder's Name _____

Business Address _____

Telephone _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

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

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

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

I declare under penalty of perjury under the laws of the State of California that the above representations are true and correct. Executed this _____ day of _____, 2018, at _____ California.

Signature and Title of Bidder
or Authorized Representative

(SEAL)

**BID BOND
FOR THE
FY 17-18 PAVEMENT REHABILITATION PROJECT**

KNOW ALL PERSONS BY THESE PRESENTS that Bidder _____, as PRINCIPAL, and _____, a corporation organized under the laws of the State of _____ and licensed by the State of California to execute bonds and undertakings as sole surety, as SURETY, are held and firmly bound unto the City of Goleta, as CITY, in the penal sum of _____ 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) _____

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.

**NONCOLLUSION DECLARATION TO BE EXECUTED
BY
BIDDER AND SUBMITTED WITH BID**

State of California)
County of Santa Barbara) SS

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state]

Signed _____

Title

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

Signature _____
Notary Public

(Notary Seal)

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

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

The undersigned, a duly authorized representative of the Bidder, certify that I am aware of the following provisions of California law and that I, or the company/individual on whose behalf this Bid is being submitted, hold a currently valid California contractor's license as set forth below:

Business & Professions Code § 7028.15:

- a) It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a contractor within the State of California without having a license therefor, except in any of the following cases:
 - (1) The person is particularly exempted from this chapter.
 - (2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20103.5 of the Public Contract Code.

- b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the total amount bid of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a bidder who is not licensed in accordance with this chapter shall be considered non-responsive and shall be rejected by the public agency.

Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid.

Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.

- f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, agent or volunteer of the public agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the City that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The City shall include a statement to that effect in the standard form of prequalification questionnaire and financial statement.

Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

Bidder:

License No.: _____ Class _____ Expiration date: _____

Date _____ Signature _____

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

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

1. The Bidder is aware of Sections 1771.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a Public Works project for specified periods of time.
2. The Bidder is not ineligible to bid on, be awarded or perform work as a subcontractor on a Public Works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.
3. The Bidder is aware of California Public Contract Code Section 6109, which states:

"(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a Public Works project pursuant to Section 1771.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on a Public Works project. Every Public Works project shall contain a provision prohibiting a contractor from performing work on a Public Works project with a subcontractor who is ineligible to perform work on the Public Works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

(b) Any contract on a Public Works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a Public Works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project."
4. The Bidder has investigated the eligibility of each and every subcontractor the contractor intends to use on this Public Works project, and determined that none of them is ineligible to perform work as a subcontractor on a Public Works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 and 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 2018, at _____, California.

Signature: _____

Name: _____

Title: _____

Name of Company: _____

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

SECTION

D

SAMPLE CONTRACT

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**SECTION D SAMPLE CONSTRUCTION CONTRACT
BETWEEN THE CITY OF GOLETA
AND**

This **Construction Contract** (herein referred to as "Contract") is made and entered into this ____ day of _ , 20__, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **CONTRACTOR** (hereinafter referred to as "CONTRACTOR").

RECITALS

A. Pursuant to the Invitation for Bids _____ bids were received, publicly opened, and declared on the date specified in the notice.

B. On _____, Goleta's City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR.

C. The City Council, on this ____ day of (month), 20__, approved this Contract and authorized the City Manager to execute the Contract with CONTRACTOR for furnishing labor, equipment and material for the _____ Project in the City of Goleta.

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

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

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

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

3. COMPENSATION: CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.
4. TIME OF PERFORMANCE: CONTRACTOR agrees to complete the work within 71 working days from the date of the notice to proceed. By signing this Contract, CONTRACTOR represents to CITY that the contract time is reasonable for completion of the work and that CONTRACTOR will complete such work within the contract time. In accordance with Government Code Section 53069.85,
5. CONTRACTOR agrees to forfeit and pay CITY as liquidated damages, not as a penalty, the sum of \$1000 per day for each and every day of unauthorized delay beyond the completion date, which amount shall be deducted from any payments due or to become due the CONTRACTOR.
6. PREVAILING WAGES: Pursuant to Labor Code Sections §§1720 *et seq.*, including but not limited to sections 1771, 1774 and 1775, and as specified in Title 8, California Code of Regulations, Section 16000 *et seq.*, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

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

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

subcontractor.

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

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

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

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

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

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

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

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

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

CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Contract. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract

and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. INSURANCE.

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

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

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

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

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

- (2) Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
- (3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code and Employers Liability limits of \$1,000,000 per accident.

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

- A. All Policies. Each insurance policy required by this paragraph must be endorsed and state the coverage cannot be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to CITY.
- B. General Liability and Automobile Liability Coverages.
 - (1) CITY, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities CONTRACTOR performs; products and completed operations of CONTRACTOR, which CONTRACTOR shall maintain for a minimum period of 10 years after Final Completion of the Project; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to CITY, and their respective elected and appointed officers, officials, or employees.
 - (2) CONTRACTOR'S insurance coverage must be primary insurance with respect to CITY, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, CONTRACTOR'S insurance.
 - (3) CONTRACTOR'S insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, and its respective elected and appointed officers, officials, employees or volunteers.

- C. Workers' Compensation and Employer's Liability Coverage. Unless the City Manager otherwise agrees in writing, the insurer must agree to waive all rights of subrogation against CITY, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by CONTRACTOR.
- 12.3 Other Requirements. CONTRACTOR agrees to deposit with CITY, at or before the effective date of this contract, certificates of insurance and endorsements necessary to satisfy CITY that the insurance provisions of this contract have been complied with. The CITY may require that CONTRACTOR furnish CITY with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. CITY reserves the right to inspect complete, certified copies of all required insurance policies, at any time.
- A. Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY or its respective elected or appointed officers, officials, employees and volunteers or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.
- B. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR'S liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.
- 12.4 The CONTRACTOR shall include in all subcontracts a requirement that Subcontractors of any tier shall obtain and maintain, at a minimum, all insurance required by this Section except that the limits of liability and deductibles shall be in amounts determined by the CONTRACTOR, based on the degree of hazardous exposure according to the Work performed by each Subcontractor and the size of each subcontract. The CITY and its officials, employees, board members, commission members, officers, directors, employees, volunteers, agents, and representatives shall be named as additional insured under each policy. Certificates of insurance and endorsements acceptable to the CONTRACTOR for each Subcontractor shall be filed with the CITY prior to the Subcontractor's commencement of Work. The certificates shall contain a provision that coverage affordable under the policies will not be canceled unless at least **thirty (30) days'** prior written notice has been given to the CONTRACTOR. The CITY may, at any time, require that the CONTRACTOR provide the CITY with copies of said policies.

Certificates of insurance and endorsements acceptable to the CONTRACTOR for each Subcontractor shall be filed with the CITY prior to the Subcontractor's commencement of Work. The certificates shall contain a provision that coverage affordable under the policies will not be canceled unless at least **thirty (30) days'** prior written notice has been given to the CONTRACTOR. The CITY may, at any time, require that the CONTRACTOR provide the CITY with copies of said policies.

The CONTRACTOR and its Subcontractors of every tier shall assume full responsibility for and shall obtain insurance covering all loss or damage from any cause whatsoever to any tools, CONTRACTOR'S (or Subcontractors') employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the CONTRACTOR, or the CONTRACTOR'S agents, suppliers or Subcontractors as well as to any temporary structures, scaffolding and protective fences.

12.5 Waivers of Subrogation

All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the CITY and its officials, employees, board members, commission members, officers, directors, agents, employees, volunteers, and representatives.

*Refer to Section 903-1.2 and Section 903-2.2 for additional insurance requirements.

13. ASSIGNMENT: This Contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.
14. INDEPENDENT CONTRACTOR: CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.
15. TAXES: CONTRACTOR is responsible for paying all retail sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in the contract

shall include compensation for any taxes CONTRACTOR is required to pay by laws and regulations in effect at the bid opening date.

16. LICENSES: CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits, insurance, and approvals which are legally required of CONTRACTOR to practice its profession. CONTRACTOR shall maintain a City of Goleta business license, if required under CITY ordinance.
17. RECORDS: CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by CITY or any authorized representative, and will be retained for three years after the expiration of this Contract. All such records shall be made available for inspection or audit by CITY at any time during regular business hours.
18. SEVERABILITY: If any portion of these contract documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Contract will continue in full force and effect provided that it does not frustrate the mutual intent of the parties herein.
19. WHOLE CONTRACT: This Contract supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract shall not be valid or binding. Any modifications of this contract will be effective only if signed by the party to be charged.
20. AUTHORITY: CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein. Each party warrants that the individuals who have signed this Contract have the legal power, right, and authority to make this Contract and to bind each respective party. This Contract may be modified by written amendment. CITY's City Manager may execute any such amendment on CITY's behalf.
1)
21. NOTICES: All notices permitted or required under this Contract shall be in writing, and shall be deemed made when delivered to the applicable party's representative

as provided in this Contract. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

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

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

CONTRACTOR

- 22. **DISPUTES:** Disputes arising from this contract will be determined in accordance with the contract documents.
- 23. **NON-DISCRIMINATION:** No discrimination shall be made in the employment of persons in the work contemplated by this Contract because of race, religion, color, medical condition, sex, sexual orientation, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition. A violation of this section exposes CONTRACTOR to the penalties provided for in Labor Code Section 1735.
- 24. **NO THIRD PARTY BENEFICIARY:** This Contract and every provision herein is for the exclusive benefit of CONTRACTOR and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the CONTRACTOR's or the CITY's obligations under this Contract.
- 25. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of the Contract Documents.
- 26. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES:** The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail

copies will be treated in all respects as having the same effect as an original signature.

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract with all the formalities required by law on the respective dates set forth opposite their signatures.
[Signatures on the following page.]

This Contract is executed on this ____ day of _____, 2018, at Goleta, California, and effective as of _____, 2018.

[Signatures on the following page.]

CITY OF GOLETA:

Michelle Greene, City Manager

ATTEST:

Deborah Lopez, City Clerk
(seal)

APPROVED AS TO FORM:

Michael Jenkins, Interim City Attorney

CONTRACTOR:

Name, Title

State of California License No.

Business Phone No.

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

**PERFORMANCE BOND
FOR THE
FY 17-18 PAVEMENT REHABILITATION PROJECT**

_____ (“PRINCIPAL”), and _____, a corporation organized under the laws of the State of _____ and licensed by the State of California to execute bonds and undertakings as sole surety (“SURETY”), are held and firmly bound unto the CITY OF GOLETA (“CITY”) in the sum of _____ (\$ _____) dollars, lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond, for the payment of which sum PRINCIPAL and SURETY bind themselves, their successors, and assigns, jointly and severally, by this instrument.

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

BOND CONDITIONS

1. PRINCIPAL will construct the public improvements (“Project”) identified in the Contract. Such performance will be in accordance with the Contract Documents identified in the Contract, which are hereby incorporated and made a part of this bond. City has estimated the required amount of the bond as shown above.
2. PRINCIPAL’s work on the Project will be done in accordance with the Contract Documents. Should PRINCIPAL fail to complete all required work within the time allowed, CITY may, at its sole discretion, cause all required work to be done and the parties executing the bond will be firmly bound for the payment of all necessary costs therefor.
3. PRINCIPAL will guarantee its work against any defective work, labor or materials on the Project for a period of one (1) year following the Project’s completion and acceptance by CITY.
4. This bond is conditioned upon and guarantees due compliance with all applicable law including, without limitation, the Goleta Municipal Code (“GMC”).
5. SURETY, for value received, agrees that no changes, extensions of time, alteration or modification of the Contract or of the obligations to be performed thereunder will in any way affect its obligation on this bond, and waives notice of any such change, extension of time, alteration or modification of the Contract or of

the obligations to be performed. Furthermore, SURETY expressly waives the provisions of California Civil Code Sections 2845 and 2849.

6. This bond consists of this instrument; the Contract and Contract Documents referenced above; and the following two (2) attached exhibits all of which are incorporated herein by reference:
 - A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so; and
 - B. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.
7. Should PRINCIPAL perform its obligations within the time allowed, PRINCIPAL's obligation will be void upon the acceptance of the performance by CITY; otherwise this obligation will remain in full force and effect.

[Signatures on the following page.]

SIGNED AND SEALED this _____ day of _____, 2018

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.

**PAYMENT BOND
FOR THE
FY 17-18 PAVEMENT REHABILITATION PROJECT**

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

PRINCIPAL and _____, a corporation incorporated under the laws of the State of _____ and licensed by the State of California to execute bonds and undertakings as sole surety ("SURETY"), are held and firmly bound unto the CITY in the sum of _____ (\$ _____) dollars, 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.
4. This bond is conditioned upon and guarantees due compliance with all applicable law including, without limitation, the Goleta Municipal Code ("GMC").

5. SURETY, for value received, agrees that no changes, extensions of time, alteration or modification of the Contract or of the obligations to be performed thereunder will in any way affect its obligation on this bond, and waives notice of any such change, extension of time, alteration or modification of the Contract or of the obligations to be performed. Furthermore, SURETY expressly waives the provisions of California Civil Code Sections 2845 and 2849.
6. This bond consists of this instrument; the Contract and Contract Documents referenced above; and the following two (2) attached exhibits all of which are incorporated herein by reference:
 - A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so; and
 - B. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.
7. Should PRINCIPAL perform its obligations within the time allowed, PRINCIPAL's obligation will be void upon the acceptance of the performance by CITY; otherwise this obligation will remain in full force and effect.

[Signatures on the following page.]

SIGNED AND SEALED this _____ day of _____, 2018.

PRINCIPAL:

SURETY:

PRINCIPAL's MAILING ADDRESS:

SURETY's MAILING ADDRESS:

(Signature of authorized officer)

(Signature of authorized officer)

(Name and Title)

(Name and Title)

(Signature of authorized officer)

(Signature of authorized officer)

(Name and Title)

(Name and Title)

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

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SECTION

E

GENERAL PROVISIONS

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SECTION E GENERAL PROVISIONS

Standard Specifications

The work provided herein shall be performed in accordance with the Standard Specifications for Public Works Construction, 2015 Edition, of the Southern California Chapter American Public Works Association. Part 1, General Provisions of the Standard Specifications is incorporated herein by reference. In case of conflict between the Standard Specifications and these General Provisions, the General Provisions shall take precedence.

Modifications to Standard Specifications

Section 1 – No changes.

Section 2 – Scope and Control of the Work

Add the following:

Paragraph 2-5.2.1 Conflict in Plans

As the figured dimensions shown on the drawings and in the specifications of the contract may not in every case agree with scale dimensions, the figured dimensions shall be followed in preference to the scaled dimensions, and drawings to a large scale shall be followed in preference to the drawings to a small scale. Should it appear that the work to be done, or any of the matter relative thereto is not sufficiently detailed or explained in the contract documents, the Contractor shall apply to the Engineer for such further explanations as may be necessary, and shall conform thereto as part of the contract so far as may be consistent with the terms thereof.

Paragraph 2-6.1 Suggestions to Contractor

Any plan or method of work suggested by the Owner or the Engineer to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Owner and the Engineer shall assume no responsibility therefore and in no way be held liable for any defects in the work which may result from or be caused by use of such plan or method of work.

Section 3 – Changes in Work

Replace Section 3-2.2.1 Contract Unit Prices as follows:

If a change is ordered in an item of work covered by a Contract Unit Price, and such change does not involve a substantial change in character of the work from that shown on the Plans or included in the Specifications, then an adjustment in payment will be

made. This adjustment will be based upon the increase or decrease in quantity and the Contract Unit Price.

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

If a change is ordered in an item of work covered by a Contract Unit Price, and such change does involve a substantial change in the character of the work from that shown on the Plans or included in the Specifications, an adjustment in payment will be made in accordance with Paragraph 3-2.2.3 (herein).

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

Replace Paragraph 3-3.2.3 Markup with the following:

Work by Contractor. The following percentages shall be the maximum allowed to be added to the Contractor's costs and shall constitute the maximum markup for all overhead and profits:

- | | |
|---------------------------------|-----|
| 1) Labor | 15% |
| 2) Materials | 10% |
| 3) Equipment Rental | 10% |
| 4) Other Items and Expenditures | 10% |

To the sum of the costs and markups provided for in this subsection, 1 percent shall be added as compensation for bonding.

Work by Subcontractor. When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added for the Contractor's costs and supervision.

Replace Paragraph 3-5 Disputed Work with the following:

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

Although not to be construed as proceeding under extra work provisions, the Contractor shall keep and furnish records of disputed work in accordance with 3-3.

Section 4 – Control of Materials

Add the following:

Paragraph 4-1.1.1 Retention of Defective Work

If, in the opinion of the Engineer, the defective work is not of sufficient magnitude or importance to make the work dangerous or undesirable, or if, in the opinion of the Engineer, the removal of such work is impractical or will create conditions which are dangerous or undesirable, the Owner shall have the right and authority to retain such work instead of requiring it to be removed and reconstructed, but will make such deductions therefore in the payments due or to become due to the Contractor as the Owner may deem just and reasonable.

Paragraph 4-1.6.1 Substantiation of Equivalency

Unless otherwise authorized by the Engineer, the substantiation of offers of equivalency must be submitted within 35 days after award of Contract.

Section 5 – Utilities

Add the following:

Paragraph 5-1.1 Mandatory Notification Prior to Excavation

The Contractor's attention is directed to Section 4215.5 through 4217 of the Government Code of the State of California. This requires that two (2) working days prior to commencing any excavation "Underground Service Alert of Southern California" be notified by telephone, toll free 1-800-422-4133 or 811, for the assignment of an Inquiry Identification Number.

No excavation shall commence unless the Contractor has obtained the Inquiry Identification Number and so notified City's Engineer.

As part of the performance required, the Contractor shall assist the City to, and provide the City with, any and all compliance required of City as an operator under the provisions of California Government Code Sections 4216-4216.5.

Paragraph 5-1.2 Accuracy of Utilities Information`

The locations of existing major utilities, whether above ground or underground, are indicated on the drawings. The Owner does not guarantee the accuracy or completeness of this information and it is to be understood that other above-ground and underground facilities not shown on the drawings may be encountered during the course of the work. In any case, existing minor lines are not indicated.

Section 6 – Prosecution, Progress and Acceptance of the Work

Add the following:

Paragraph 6-1.1 Notice to Proceed

Within ten (10) days after the execution of the contract, written notice to proceed will be given by the Owner to the Contractor. Notwithstanding any other provision of the contract, the Owner shall not be obligated to accept or to pay for any work furnished by the Contractor prior to delivery of notice to proceed whether or not the Owner has knowledge of the furnishing of such work.

Paragraph 6-6.1.1 Notice of Delays

Whenever the Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the Contractor regards as unavoidable, the Contractor shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause in order that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if this cannot be done, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the work are to be delayed thereby. It will be assumed that any and all delays which have occurred in the prosecution and completion of the work have been avoidable delays, except such delays as shall have been called to the attention of the Engineer at the time of their occurrence and found by the Engineer to have been unavoidable.

The Contractor shall make no claims that any delay not called to the attention of the Engineer at the time of its occurrence has been an unavoidable delay.

Paragraph 6-6.1.2 Avoidable Delays

Avoidable delays in the prosecution or completion of the work shall include all delays which in the opinion of the Engineer would have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or the subcontractors. The following shall be considered avoidable delays within the meaning of the contract: 1) Delay in the prosecution of parts of the work which may in themselves be unavoidable but do not necessarily prevent or delay the prosecution of other parts of the work nor the completion of the whole work within the time herein specified; 2) Reasonable loss of time resulting from the necessity of submitted samples of materials and drawings to the Engineer for approval and from making of tests of materials, measurements and inspections; 3) Reasonable interference of other contractors employed by the Owner which do not necessarily prevent the completion of the whole work within the time agreed upon.

Paragraph 6-6.1.3 Extension of Time

In case the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with Paragraph 6-9.1. The Owner, however, shall have the right to grant an extension of time for avoidable delay if it is deemed in the Owner's best interest to do so. During such extension of time, the Contractor will be charged for engineering and inspection services and other costs as provided in Paragraph 6-6.2.1 but will not be assessed damages pursuant to Paragraph 6-9.

Paragraph 6-6.2.1 Compensation to Owner for Extension of Time

Compensation for extension of time for avoidable delay granted pursuant to Paragraph 6-6.1.3 shall be the actual cost to the Owner of engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the work and which accrue during the period of such extension, except that the cost of final inspection and preparation of the final estimate shall not be included.

Paragraph 6-7.1.1 Contract Period

The Contractor shall prosecute the work so that all portions of the project shall be complete and ready for use within Seventy One (71) working days from the effective date of Notice to Proceed.

Paragraph 6-7.2.1 Working Hours

Regular working hours shall be within the hours of 7:30 a.m. and 4:30 p.m., unless otherwise authorized by the Engineer. Overtime and shift work may be established as a regular procedure by the Contractor only with the written permission of the Engineer. Such permission may be revoked at any time. No work shall be permitted on Saturdays, Sundays or legal holidays, except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

It is unlawful to construct, demolish, excavate, alter or repair any building or structure between the hours of 8:00 p.m. and 7:00 a.m. without the written approval of the Director of Public Works. The following required information shall be provided to the Engineer in writing a minimum of fourteen (14) calendar days in advance of the commencement of the proposed work:

1. Specific date, hours and location of work
2. Complete description of work to be done
3. Number and type of equipment to be used
4. Noise mitigation measures to be employed
5. Distance of the nearest resident to the work
6. Inspection required

All costs for overtime inspection, except those occurring as a result of overtime and shift work established as a regular procedure, shall be paid by the Contractor. Overtime inspection shall include inspection required during holidays observed by the AGC and Trade Unions, Saturdays, Sundays, and any weekday between the hours of 5:00 p.m. and 7:00 a.m. Such costs will include but will not necessarily be limited to engineering, inspection, general supervision and other overhead expenses which are directly chargeable to the overtime work. All such charges shall be deducted by the owner from payments due the Contractor.

Paragraph 6-8 Completion and Acceptance

A job walk will be performed at such time as the Contractor indicates that all items have been completed. A list of the remaining minor tasks (a punch list) will be prepared by the Engineer and given to the Contractor.

All punch list items shall be completed during the contract period. Failure to do so will not be considered an occasion of unavoidable delay. When all items have been completed to the satisfaction of the City Engineer, the project will be submitted to the City Council, which may accept the completed work.

The Engineer will, in reporting completion to the City Council, give the date when the work was completed. This will be the date when the Contractor is relieved from responsibility

to protect the work, except for portions of the work for which the Contractor may have previously been relieved of such responsibility in accordance with Section 6-10.

Paragraph 6-9.1 Liquidated Damages for Avoidable Delay

For each and every day that any portion of the work remains unfinished after the time fixed for completion in the contract documents as modified by any extension of time granted pursuant to Paragraph 6-6.1.3, damage will be sustained by the Owner. Because of the difficulty in computing the actual material loss and disadvantage to the Owner, it is determined in advance and agreed to by the parties hereto that the Contractor will pay the Owner the amount of damages set forth herein as representing a reasonable forecast of the actual damages which the Owner will suffer by the failure of the Contractor to complete the work within the stipulated time. The execution of the agreement shall constitute acknowledgment by the Contractor that he or she has ascertained and agrees that the Owner will actually suffer damages in the amount herein fixed for each and every day during which the completion of the work is avoidably delayed beyond the stipulated completion date.

Unless otherwise provided in the contract documents, the Contractor shall have no claim or right of action against the Owner for damages, costs, expenses, loss of profits, or otherwise because or by reason of any delay in the fulfillment of the contract within the time limited therefore occasioned by any cause or event within or without the Contractor's control, and whether or not such delay may have resulted from anything done or not done by the Owner of the contract.

Damages for avoidable delays shall be in the amount of \$1,000.00 for each **consecutive calendar** day in excess of the time specified for completion of the work.

Paragraph 6-9.1.1 Interim Liquidated Damages for Avoidable Delay

From the date of removal of the existing concrete curb, gutter, sidewalks or access ramps the Contractor shall have five (5) working days to complete the placement of the new concrete improvements. The contractor shall have seven (7) working days to remove and replace residential driveway aprons. These seven (7) days shall include a minimum of three days for concrete cure time prior to placement and compaction of AC slot trench. No residential driveway apron shall be closed to public use in excess of seven (7) working days.

If a construction zone or site remains unfinished after the above stated durations, said Contractor shall be charged interim liquidated damages at a rate of \$100/day/site for each **consecutive calendar** day until site improvements are complete.

Paragraph 6-11 Request for Payment

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

Form CC1: Progress Payment Request

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

Form CC2: Progress Payment Request - Detail

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

Form CC3: Quantity Change Verification Form

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

Form CC4: Final Release Form

This form must accompany all requests for final payment.

The City will withhold five (5) percent of all monthly progress payments as retention to assure completion and payment of labor and materials. Retention will be released to the Contractor sixty (60) days after acceptance of the work by the City Council and the filing of a Notice of Completion.

CITY OF GOLETA, CA Public Works Department <i>Construction Contract</i> Progress Payment Request	
From: _____ <i>Contractor</i> <i>Address</i>	Date: _____ Contract No.: _____ Payment Request No.: _____
To: CITY OF GOLETA Public Works Department 130 Cremona Drive, Suite B Goleta, California 93117	Project Name FY 17-18 Pavement Rehab. Project
Original Contract Amount:	\$
Approved Change Orders through #: _____	\$
Quantity Changes: (Requires Project Engineer verification)	\$
Total Contract Amount to Date:	\$
Value of Work Completed to Date:	\$
Less Retention:	\$
Subtotal:	\$
Less Previous Payments Approved:	\$
Progress Payment Requested:	\$
The undersigned Contractor or Contractor's Authorized Representative certifies that to the best of his or her knowledge, information and belief, the work covered in this application for payment has been completed in accordance with the contract documents and the costs shown are true and correct.	
_____ <i>Signature</i>	_____ <i>Print Name</i>
_____ <i>Title</i>	_____ <i>Date</i>

CITY OF GOLETA, CA
Public Works Department

Construction Contract
Progress Payment Request - Detail

Date: _____ Payment Request No: _____ Contract No.: _____

Contractor: _____

Project Name: FY 17-18 Pavement Rehabilitation Project

ITEM NO.	DESCRIPTION	UNIT	BID QUANTIT Y	UNIT/ FIRM PRICE	IN PLACE THIS PERIOD		IN PLACE TOTAL	
					QTY. OR %	EXTN.	QTY. OR %	EXTN ..
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								

 Contractor Signature Date Inspector Signature Date

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

**Construction Contract
Final Release Payment**

From: _____
Contractor

Date: _____

Contract No. _____

Address

Payment Request No. _____

Project Name: FY 17-18 Pavement Rehab.
Project

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

Upon settlement of final quantities and approval of a Notice of Completion for the project by the Goleta City Council, including any approved changes, this document shall be effective to release any and all further rights of the Contractor to security for payment, including any worker's, mechanic's or material supplier's lien, stop notice claim or right to bond that the undersigned may have for the work furnished for the project. This document is offered as evidence for settlement of final payment and to induce the City Council to approve such final payment for Contractor in connection with the project named.

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

Contractor Signature:

Print Name:

Title:

Date:

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

Paragraph 6-12 Guaranty

The Contractor shall warrant and guarantee the entire work and all parts thereof, including that performed and constructed by Subcontractors, Sub-subcontractors, and others employed directly or indirectly on the work, against faulty or defective materials, equipment or workmanship for the maximum period provided by law. In addition thereto, for a period of one year commencing on the date of acceptance of the work, the Contractor shall, upon the receipt of notice in writing from the Owner, promptly make all repairs arising out of defective materials, workmanship or equipment and bear the cost thereof. The Owner is hereby authorized to make such repairs and the Contractor and Surety shall bear the cost thereof if, ten (10) days after the giving of such notice to the Contractor, the Contractor has failed to make or undertake with due diligence the repairs, provided, however, that, in the case of an emergency where, in the opinion of the Owner, delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor or Surety, and all expense in connection therewith shall be charged to the Contractor and Surety.

For the purpose of this article, "acceptance of the work" shall mean the acceptance of the work by the Owner in accordance with Paragraph 6-8 but not for the purpose of extinguishing any covenant or agreement on the part of the Contractor to be performed or fulfilled under this contract which has not in fact been performed or fulfilled at the time of such acceptance all of which covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

The effective date of acceptance of the work for purposes of determining commencement of the warranty period shall be the date of recordation of the Notice of Completion by the County Recorder.

Section 7 – Responsibility of the Contractor

Paragraph 7-3.1:

Insurance shall be provided by insurers with a current A.M. Best rating of no less than A- and financial strength VII or better. Contractor shall provide the following insurance:

Paragraph 7-3.2

Liability Limits/Additional Insureds

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

1. Extension of coverage to the City, its officials, officers, agents and employees, as additional insureds, with respect to Contractor's liabilities hereunder in insurance coverages identified above;
2. A provision that coverage will not be canceled or subject to reduction until at least thirty (30) days' prior written notice has been given to the City Clerk, addressed to 130 Cremona Drive, Suite B, Goleta, CA 93117;

3. A provision that Contractor's insurance shall apply as primary, and not excess of, or contributing with, the City;
4. Contractual liability coverage sufficiently broad so as to include the liability assumed by the Contractor in the indemnity and hold harmless provisions of the Standard Conditions;
5. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each;
6. A broad form property damage endorsement;
7. A provision that the policies be provided on an "occurrence" basis;
8. Coverage for XCU (explosion, collapse, underground) hazards if applicable to the work; and
9. Products and completed operations coverage.

Umbrella or Excess Liability policies (Over Primary) if used to meet limit requirements shall provide coverage at least as broad as specified for underlying coverages and covering those insured in the underlying policies. Any such policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross liability exclusion of claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

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

Hold Harmless

Contractor shall, to the extent permitted by law, investigate, defend, indemnify and hold harmless the City, its officers, agents and employees from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including reasonable attorney's fees) and causes of action of whatsoever character which City may incur, sustain or be subjected to on account of loss or damage to property or loss of use thereof, or for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected with the work to be performed under this Agreement.

Policy Forms, Endorsements and Certificates

Provide and maintain current certificates of Insurance on forms supplied by the City and evidencing the above coverage to City prior to execution of this Agreement by City.

Exercise due diligence to require any and all subcontractors and/or sub-subcontractors and all tiers of such subcontractors to provide General and Automobile Liability, and Workers' Compensation and Employer's Liability Insurance with minimum limits of coverage and upon terms and provisions required above.

Paragraph 7-8.5 Water for Construction

Attention is directed to the various sections of the Standard Specifications and these Special Provisions which require the use of water for the construction of this project.

Attention is also directed to the provisions of Section 7, "Responsibilities of the Contractor", of the Standard Specifications, with regard to the Contractor's responsibilities for public convenience, public safety, preservation of property, and responsibility for damage. Nothing in Section 7 shall be construed as relieving the Contractor from furnishing an adequate supply of water required for the proper construction of this project in accordance with the Standard Specifications or these Special Provisions, or as relieving the Contractor from the legal responsibilities defined in said Section 7.

Water for construction purposes as required by these Specifications will be provided by the Goleta Water District at the Contractor's expense. The City encourages the Contractor to use reclaimed water when a fill station is located nearby.

Water required for controlling dust, caused by the Contractor's operations and the passage of traffic through the construction site shall be applied as necessary, at the Contractor's expense. The Contractor shall, whenever possible and not in conflict with these specifications, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order and water leaks shall be repaired promptly.

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

Section 8 – No changes

Section 9 – Measurement and Payment

Add the following:

Paragraph 9-3.2

Retained Percentage (supersedes Paragraph 9-3.2) The Engineer will, after award of contract, establish a closure date for the purpose of making monthly progress payments. The Contractor may request in writing that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the Agency's payment procedure.

Each month, the Engineer will make an approximate measurement of the work performed to the closure date and, as basis for making monthly payments, estimate its value based on Contract Unit Prices or as provided for in 9-2. When the work has been satisfactorily completed, the Engineer will determine the quantity of work performed and prepare the final estimate.

The Owner will retain five (5) percent of any progress payment as a fund for assurance of the performance of the contract, and for the protection and payment of any person or persons, mechanics, subcontractor, or workers who shall perform any labor upon the contract or work thereunder or who shall supply such person or persons or subcontractors with components, materials and/or supplies for carrying on such work.

In accordance with Public Contract Code Section 22300, securities shall be permitted in substitution of money withheld by the Owner to ensure performance under this contract.

At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay such moneys to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.

Alternatively, the contractor may request and the owner shall make payment of retentions earned directly to the escrow agent at the expense of the contractor. At the expense of the contractor, the contractor may direct the investment of the payments into securities and the contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the contractor. Upon satisfactory completion of the contract, the contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the owner, pursuant to the terms of this section.

Securities eligible for investment under this paragraph shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contract and the Owner. The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

If an escrow agreement is used as security, it shall be null, void and unenforceable unless it is substantially similar to the form stated in Public Contract Code Section 22300.

No progress payment made to the Contractor or its sureties will constitute a waiver of the liquidated damages under 6-9.

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SECTION

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SPECIAL PROVISIONS

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SPECIAL PROVISIONS
FY 2017-2018 PAVEMENT REHABILITATION PROJECT

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

Prepared by:



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

Approved by:



Charles W. Ebeling, PE TE
Public Works Director City of Goleta

9/5/2018

Date

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The technical provisions for this contract shall be in conformance with Part 2, "Construction Materials" and Part 3, "Construction Methods," of the Standard Specifications for Public Works Construction, 2018 Edition, (SSPWC or Greenbook 2018) except as amended and or superseded by the following:

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SPECIAL PROVISIONS - TECHNICAL
(Standard Specification for Public Works Construction)

SECTION F1 - GENERAL CONSTRUCTION INFORMATION

F1-1 LOCATION AND SCOPE OF WORK

The work to be performed consists of the CONTRACTOR furnishing all materials, equipment, tools, labor, and incidentals necessary for the construction of the proposed project, complete in place in accordance with the contract drawings and specification and subject to the terms and conditions of the Agreement.

The work to be performed includes, but is not limited to furnishing all materials, equipment, tools, labor, and incidentals as required by the plans, specifications, and contract documents for the rehabilitation of Cathedral Oaks in the City of Goleta. See project plans and details for more detailed description of the location. The work includes:

pulverizing, treating, removal and disposal of the AC roadway section; replacement and compaction of subsurface material; setup and maintenance of traffic control system; placement of AC pavement materials; construction of PCC curb ramps, placement of crushed aggregate base and AC pavement; replacement of traffic striping and markings; and clean up of the project area.

CONTRACTOR shall provide safe and adequate pedestrian access at all times. Vehicular movement at and around all construction sites shall be provided and maintained at all times. Approved barriers and signs (traffic flagging personnel, if necessary), shall be furnished and utilized by the CONTRACTOR to ensure safety and public access to businesses at all times.

F1-2 NOTIFICATIONS

The CONTRACTOR shall notify the CITY not less than (2) working days prior to start of work. The CONTRACTOR shall also call Underground Service Alert at (800) 227-2600 as required.

The General Contractor is in charge of notifications including any and all subcontractor's work.

If the closing or opening (either partial or full) of a street or alley within the City of Goleta is approved by the Engineer, the CONTRACTOR shall notify the following City Departments at least twenty-four (24) hours prior to the schedule closing or opening.

F1-3 EMERGENCY INFORMATION

The names, addresses, and telephone numbers of the CONTRACTOR and SUBCONTRACTORS shall be filed with the City and the County Sheriff's Department on the day of the pre-construction meeting.

F1-4 ORDER OF THE WORK

All tree root removals and PCC repairs on a particular street must be constructed and accepted by the Agency prior to full depth reclamation work.

At no time a pulverized pavement surface shall be opened to traffic. Pulverized pavement surfaces shall be paved back with the asphalt concrete base course prior to allowing the public to travel on the section of roadway.

F1-5 PROSECUTION OF WORK

Once started, the CONTRACTOR shall continuously work on the project until completion. Other than for inclement weather, work shall not be discontinued unless notification is provided to the City at least 72 hours in advance. Such notification of work suspension shall include the exact date when work will be suspended and the date when work will resume.

The General Contractor's Representative must be on the job site at all time.

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

Description of work parts subject to specific Liquidated Damages:

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

Work Part	Time Frame	Liquidated Damage
Failure to open lanes by 4:30 p.m. and as called for in the Summary of Quantities for all phases of work.	For each hour or part thereof	\$200 per lane
Failure to perform work on a scheduled and noticed street	Per occurrence	\$300 per street
Failure to post and notify businesses and residents a minimum of 72 hours in advance of scheduled work	Per occurrence	\$300 per street
Failure to place "No Parking" signs at specified intervals	Per occurrence	\$300 per street
Failure to place temporary striping/first coat of paint for cross walks, stop bars and legends prior to opening a street to traffic	For each day or part thereof	\$300 per street
Failure to place third and final coat of paint for traffic striping and markings within three weeks of placement of the AC surface course.	For each day or part thereof	\$300 per street
Failure to complete punch list items of work within five working days of punch list receipt	For each day or part thereof	\$300 per street
Failure to provide flagmen, construction signage and traffic control in conformance with 2012 California MUTCD.	For each occurrence	\$500 per day

Work Part	Time Frame	Liquidated Damage
Failure to provide a non-working Foreman for all phases of work	For each day or part thereof	\$1,000 per day
Failure to have traffic control in-place prior to commencement of any phase of work	For each day or part thereof	\$1,000 per street
Failure to clean worksite of all construction materials and debris at the end of each work day.	For each day or part thereof	\$200 per street
Failure to sweep street at Engineer's request	For each day or part thereof	\$200 per street
Failure to complete the project within Contract Period	Notice To Proceed	\$1,000 per each consecutive calendar day in excess of the Contract Period

F1-6 STORM WATER POLLUTION CONTROL PROGRAM

The Contractor shall provide a Water Pollution Control Program (WPCP) which describes in specific detail the Contractor's responsibilities to prevent contamination of the storm water collection system. The plan shall address both common construction activities and extraordinary events and meets the requirements of the City of Goleta Stormwater Guidance Document and the "National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges associated with construction activity. The plan shall address the prevention of particulates or pollutants from entering the storm water system from the job site, whether due to routine operations or spills.

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

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

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

- (a) The Contractor shall submit the following:
 - 1) One (1) final hard copy of the approved WPCP bound in a hard binder

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

- (b) Protection of Existing Storm Water System:
As the first order of work, the Contractor shall protect the existing storm water system for entrance of particulates and pollutants. Such protection shall include implementing the BMPs as outlined in the WPCP.

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

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

- (c) Materials Storage Areas:

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

- (d) System Inspection and Maintenance:

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

The Contractor shall provide a monitoring log of each inspection.

- (e) Non-Storm Spills or Pollution:
If necessary, the WPCP shall address practices for cleanup of spilled or leaked pollutants such as hydraulic oil from damaged or leaking equipment. The plan shall include readily available equipment and materials to contain and absorb the pollutants, collection of these materials, and disposal of the materials to an approved disposal site. The plan shall include ultimate disposal from the Contractor's yard.

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

- (f) The Contractor shall allow authorized agents of the California Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency and the City of Goleta to:
1. Enter upon the construction site(s) and the Contractor's facilities pertinent to the work.
 2. Have access to and copy records that must be kept as specified in the Permit.
 3. Inspect the construction site and related soil stabilization practices and sediment control measures
 4. Sample or monitor for the purpose of ensuring compliance with the Permit.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor or otherwise access the project site or the Contractor's records.

The Contractor shall be responsible for the costs and for liabilities imposed by law as a result of the Contractor's failure to comply with the provisions set forth in this section, "Erosion, Sediment and Water Pollution Control," including but not limited to compliance with the applicable provisions of the Federal, State, and local regulations. For the purposes of this paragraph, costs and liabilities include, but are not limited to, fines, penalties and damages, whether assessed against the City or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

The BMP Plan is to be implemented prior to the start of work. See Section 7-8.6 Water Pollution Control/Storm Water Pollution Prevention in Section E-Special Provisions for additional information.

Temporary AC is subject to raveling. When temporary AC is being used, a street sweeper shall be scheduled to remove all debris caused by the raveling. The sweeper shall operate continuously until the raveling has stopped or the temporary AC has been removed.

All flow lines shall be left unimpeded and no material, including AC cold mix, waste AC, road base, or soil, shall be placed in the flow line.

Disturbance to non-stabilized surfaces at staging and storage areas shall be minimized. These areas will only be large enough to run an efficient and safe operation. They shall be surrounded with temporary construction fence if no fence or barrier is present.

Should sand be used on fresh AC surfaces, the excess sand shall be removed by either sweeper, broom, or vacuum. Washing sand away is not permitted.

Upon completion of the project **ALL disturbed-soil areas, including the construction staging area, shall be stabilized with materials providing soil stabilization for a minimum of one year. These materials shall be approved by the ENGINEER.** Stabilization items are required to be implemented prior to the project acceptance by the City’s Project Manager. No BMPs may contain plastic.

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

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

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

Work Description	Payment Percentage
Develop plan	10% of bid price
Initial plan implementation	10% of bid price
Removal of BMP’s at completion	10% of bid price
Inspection and Maintenance of WPCP	70% of bid price/contract time in calendar days

SECTION F2 - CONSTRUCTION MATERIALS AND METHODS

F2-1 MOBILIZATION, BONDS & INSURANCE

Mobilization shall be as defined in Section 1-1.07B Glossary and include the furnishing and providing for regular maintenance of temporary sanitary facilities on the job for the duration of the project. Failure to comply with this requirement will result in withholding of mobilization payments in the amount deemed appropriate by the Director of Public Works.

Sanitary Facilities

The Contractor shall provide and maintain enclosed, portable restrooms for the use of personnel engaged in the work. These accommodations shall be maintained in a neat and sanitary condition, and shall comply with all applicable laws, ordinances, and regulations pertaining to public health and sanitation.

Measurement and Payment

The contract lump sum price paid for “**Mobilization, Bonds and Insurance**” shall include all costs associated with insurance, bonds, permits and fees, submittals, moving onto the jobs (mobilization) establishment of stock pile operations, moving off the job (demobilization) removal, clean up and restoration of stock pile area and limits of work, project phasing, supervision, coordination of concurrent work with other Contractors, meetings and other work indicated in the Contract Documents. Mobilization shall also include all costs to provide and mail/deliver required notification in advance and during the project as required by these special provisions, posting notices at the project site, and to provide response to residential and business concerns.

F2-2 TRAFFIC CONTROL**F2-2.1 GENERAL**

Except as otherwise provided, two way traffic shall be maintained for use by public traffic on Saturdays, Sundays, and designated legal holidays and when construction operations are not actively in progress.

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

F2-2.2 TRAFFIC CONTROL PLAN

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

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

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

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

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

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

As an integral part of the Traffic Control Plan, the Contractor shall designate one person as lead for traffic control, and that person shall be on the job site and available to the Engineer at all times during construction. The traffic lead shall be responsible for the proper placement and operation of all traffic control components and have available sufficient additional traffic control equipment to quickly execute any field changes as directed by the Engineer for the convenience of public traffic. The traffic lead shall know and understand the Manual on Uniform Traffic Control Devices and the California supplement, especially understanding the proper placement and maintenance of a traffic control system. The traffic control lead shall have adequate resources to promptly place or remove any traffic control components as directed by the Engineer.

The Contractor shall furnish the Engineer with the written names and phone numbers of the personnel to be contacted after hours for hazardous conditions to traffic that may require additional protective measures. Failure to respond to reasonable requests for additional night-time protection to traffic will result in the Agency causing the work to be performed by others and costs withheld from monies due.

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

F2-2.3 PUBLIC NOTIFICATION

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

Contractor notice shall be in the format of door hangers (14 inches by 4 inches, 110 Springhill Index or equivalent) and be hung at the main door of each residence or business impacted by the work. A sample door hanger notice is included as a part of this specification (see Appendix E). When required by the Engineer, the text of such notices

shall be printed in English with the reverse in Spanish. Where apartment complexes and office complexes are affected by the work the Contractor shall deliver notices to each tenant. Posting notices on a common mailbox will not be considered acceptable notification.

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

F2-2.4 PARKING RESTRICTION

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

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

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

The Contractor shall be fully responsible for the adequate removal of all parked cars. All vehicle removal shall be coordinated by the Contractor with the Public Works Inspector. The Contractor shall notify the Public Works Inspector at (805) 968-6851 and the Police Communications Center at (805) 681-4100 upon posting of the parking restrictions for a street. For removal of parked vehicles, the Contractor shall notify the Public Works Inspector at (805) 968-6851 not less than two hours prior to the needed removal with the address nearest the parked vehicle, make, model, color, and license number. The City shall not be responsible for any delay or additional cost associated with the removal of parked cars, which obstruct the construction operation.

If a vehicle owner successfully contests a towing citation in court, and the citation is dismissed for caused related to the Contractor's failure to perform the requirements of this section, the Contractor shall reimburse the City for the cost of any claims associated with the towing citation and actual towing.

F2-2.5 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE

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

Traffic control shall be provided until areas of digout and remove and replace are paved back for the day has broken and been rolled.

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

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

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

F2-2.6 PAYMENT

The payment for "TRAFFIC CONTROL" will be made on a **LUMP SUM** basis.

The contract lump sum price shall include full compensation for furnishing all labor, materials, tools, equipment, transportation and incidentals, and for doing all the work involved in maintaining and controlling traffic, parking, public notifications, traffic control plan development and implementation complete in place, including changeable message signs, as specified in the Standard Specifications and these Special Provisions.

F2-3 ROADWAY PREPARATION

F2-3.1 SCOPE

Roadway Preparation shall conform with Section 300-1 of the Standard Specifications, and as modified by the following Special Provisions and the plans.

1. The work under this section consists of preparing the roadway prior to the resurfacing or reconstruction. Such work shall include controlling nuisance water, sweeping, watering, removal of all raised pavement markers, removing thermoplastic pavement markers, removing rubber speed bumps and storing them at a safe location agreeable to the City until replacement, and removing loose and broken asphalt concrete pavement and foreign material, including existing weed growth as specified in these Special Provisions and as required by the Engineer. The Storm Water Pollution Control Program is to be implemented prior to the start of work. Any roadway area that contains existing weed growth shall be treated with an Environmental Protection Agency (EPA) approved herbicide composed of glyphosate and oryzaline, combined and applied according to label directions.
2. CONTRACTOR'S attention is especially directed to Sections 7-8, "Project Site Maintenance," 7-9, "Protection and Restoration of Existing Improvements," and 7-10, "Public Convenience and Safety" of the Standard Specifications, which shall be strictly adhered to. (A bid item is included herein for Traffic Control for all project work.)

F2-3.2 PAYMENT

Payment for Roadway Preparation shall be included in the prices bid for other items of work and no additional compensation will be allowed therefore unless noted on Plans and bid proposal as part of this contract. Such payment shall be considered full compensation for furnishing and maintaining all materials, labor, equipment, and all incidentals necessary to complete the work in accordance with the Standard Specifications and these Special Provisions.

F2-4 COLD PLANING

F2-4.1 SCOPE

The existing pavement adjacent to existing gutters, cross gutters or at the ends of overlays, at equipment crossings and at bridge approaches shall be cold planed as specified herein. Limits of cold planing will be determined by the Engineer prior to construction. The depths and dimensions of the cold planing and keycuts are designated on the Plans. Cold planing will be used for removal of existing pavement on those roadways designated for cold planing and replacement of the asphalt concrete, and may be used for Digouts.

The CONTRACTOR shall schedule the work such that permanent paving shall be completed within 5 working days after cold planing and within 5 working days after quicklime & cement treatment.

Milled pavement surfaces shall not be opened to traffic and all traffic lanes shall be open for traffic outside the approved work hours.

F2-4.2 EQUIPMENT

The machine used for planing shall have performed satisfactorily on similar work and shall meet the following requirements:

The planing machine shall be specially designed and built for planing of bituminous pavements without the addition of heat. It shall have the ability to plane Portland Cement Concrete patches in the bituminous pavement or Portland Cement Concrete pavements. The cutting drum shall be a minimum of thirty (30) inches wide and shall be equipped with carbide tip cutting teeth placed in a variable lacing pattern to produce the desired finish. The machine shall be capable of being operated at speeds of 0 to 40 feet per minute; it shall be self-propelled and have the capability of spraying water at the cutting drum to minimize dust. The machine shall be capable of removing the material next to the gutter of the pavement being reconditioned and so designed that the operator thereof can at all times observe the planing operation without leaving the controls. The machine shall be adjustable as to slope and depth.

The CONTRACTOR's attention is directed to Subsection 7-8.2 "Air Pollution Control" of the Standard Specifications.

F2-4.3 CONSTRUCTION

Prior to cold planing on streets to be milled, all utility covers shall be lowered such that the cutting teeth of the planing machine passes over the adjusted lid without causing damage to the lid or frame. CONTRACTOR will be responsible for maintaining any temporary asphaltic fill material over these facilities until the final paving surface is installed.

CONTRACTOR shall remove as shown in the keycut details included in these Technical Provisions. Remaining material around utility covers and at gutter lips shall be removed to the depth of the adjacent milled surface after completion of cold planing. If pavement against utility covers, gutter lips, or other features, cannot be removed by the planing machine, CONTRACTOR shall use other means to remove this material.

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

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

Any roadway area that contains existing weed growth shall be treated with an E.P.A. approved herbicide composed of glyphosate and oryzalin, combined and applied according to label directions. Contractor shall provide the record of amount used for the project.

The pavement areas designated to be replaced shall be removed to a uniform depth as specified, and may be removed either by cold planing or by full depth sawcutting and mechanical removal. Sawcutting is not necessary if the pavement is removed by cold planing. Any broken or damaged pavement edges shall be re-cut prior to paving. All removed material shall be cleared from the site.

Water for cold milling shall be provided by the CONTRACTOR and shall be considered integral to cold milling in terms of payment.

On intersections where the plans call for cold milling and replacing the asphalt concrete, the CONTRACTOR shall only remove what can be paved back during the same work period.

F2-4.4 REMOVAL AND DISPOSAL OF MATERIAL

During the planing operation, the CONTRACTOR shall sweep the street with mechanical equipment and remove all loosened material from the project site until completion of the removal work. The CONTRACTOR shall take all necessary measures to avoid dispersion of dust. **CONTRACTOR shall notify the Engineer for approval of swept surface prior to Tack Coat application.**

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

F2-4.5 TEMPORARY TRANSITIONS

In addition to the provisions of Subsection 302-5.2 of the SSPWC, **the CONTRACTOR shall construct temporary pavement transitions at all cold milled areas greater than 1 inch prior to allowing traffic onto the cold milled areas. This includes both longitudinal and transverse directions. This also includes PCC facilities around corners from beginning of curb return to end of curb return, PCC cross gutters and PCC spandrels.** Temporary pavement transitions shall have a slope of 20:1 or as approved by the engineer and be constructed on Kraft paper or other suitable bond breaker such that upon removal of the temporary pavement transition, a clean notch remains. The temporary transitions shall be constructed of hot mix.

The CONTRACTOR shall continuously maintain the temporary pavement until final paving. Each temporary transition shall be inspected by the CONTRACTOR and repaired as necessary to comply with these provisions at the end of each day including weekends and holidays.

Failure to comply with these provisions will result in a liquidated damage per day per transition and/or the cost of City crews making the repairs if necessary to correct for public safety.

F2-4.6 PAYMENT

The contract price paid per square foot for “Cold Plane & Remove 5-1/2” Pulverized Material” shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, disposal, and incidentals; and for performing all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections. No additional compensation will be allowed therefor.

F2-5 ASPHALT TACK COAT

F2-5.1 SCOPE

Work to be performed under this Section covers all labor, materials, tools, equipment and incidentals necessary to furnish and apply, complete in place tack coat in conjunction the asphalt concrete overlay and other asphalt paving work. All such work shall conform to the applicable provisions of the Standard Specifications, and these Special Provisions.

F2-5.2 MATERIALS

The tack coat shall be SS-1h. A certificate of compliance shall be submitted prior to construction.

F2-5.3 CONSTRUCTION

The tack coat shall not be applied until the preparation of the existing surface has been completed, and then only so far in advance of placing the asphalt concrete overlay as permitted by the Engineer / Inspector. No tack coat shall be left exposed overnight. Immediately in advance of placing the asphalt concrete overlay additional tack coat shall be applied, as directed by the Engineer to areas where the tack coat has been destroyed or otherwise rendered ineffective, and no additional compensation will be allowed for such work.

Tack coat shall be applied to all vertical edges after every lift of asphalt. Vertical edges shall be tack coated by hand wand or manually by brush. The tack coat application shall not extend above the level of the finished surface by more than 1 inch. Gutter pans and curb faces not to be tack coated shall be protected by shields or other methods. An overspray beyond the 1 inch shall be removed by means approved by the Engineer.

Existing concrete curb faces and driveways shall be protected against disfigurement from the asphalt. Residue of the material shall be removed from curb faces and driveways by sandblasting to the extent required by the Engineer.

The tack coat shall be applied as specified in Subsection 302-5.4 of the Standard Specifications and these Special Provisions. Tack coat shall not be applied when the temperature of the surface to be tacked is below 40° Fahrenheit in the shade.

The asphalt binder emulsion for use as a binder (tack coat) shall be applied at the rate of 0.15 gallons per square yard (to the entire resurfacing area designated for new pavement).

The CONTRACTOR shall be responsible for cleaning tack coat tracked onto decorative concrete crosswalks or thermoplastic legends and crossbars within the project limits and along truck haul routes used by the CONTRACTOR or his SUBCONTRACTORS. The haul routes shall be inspected by the City and CONTRACTOR prior to initiating work to photographically establish the existing conditions. Within 10 calendar days of completion of final paving, the City and CONTRACTOR shall reinspect the haul routes to determine the extent and locations of required cleaning. Cleaning shall be performed within 10 calendar days after the City delivers a written copy of the locations of required cleaning. Failure to meet this schedule, whether to reinspect or to perform cleaning, shall subject the CONTRACTOR to a liquidated damage of \$500 per calendar day per location.

F2-5.4 PAYMENT

No separate payment will be made for work or other features as required and outlined in this Section, "Asphalt Tack Coat." Full compensation for such work and features shall be considered included in the price bid for asphalt concrete pavement bid items (e.g. AC-C2, ARHM-GG-C, digouts) and no additional compensation will be allowed therefore. Such payment shall be considered full compensation for furnishing and maintaining all materials, labor, equipment, and all incidentals necessary to complete the work in accordance with the Standard Specifications and these Special Provisions.

F2-6 REMOVE ROOTS UNDER CONCRETE OR PAVEMENT REPAIRS

F2-6.1 GENERAL

All tree roots under the concrete to be repaired shall be removed as described herein. This item includes root removal where trees have been previously removed. The CONTRACTOR shall coordinate with and receive approval from City Arborist for all root pruning / trimming.

F2-6.2 CONSTRUCTION

The CONTRACTOR shall remove all tree roots under the concrete or pavement to be repaired to a depth of 12 inches below the concrete subgrade. Roots shall be cut at the limits of the concrete repairs prior to physically removing the roots. Any damage done to adjacent concrete or other improvements due to the failure to sever roots at the limits of the concrete repair shall be repaired at the CONTRACTOR's expense.

The area where roots have been removed shall be backfilled with native material or Class 2 Aggregate Base. The area to be backfilled shall be scarified prior to the addition of backfill and shall be compacted to 90% relative compaction under concrete repairs and 95% under pavement repairs. The limits of root removal

shall be 10 feet to each side of the tree or shrub causing the damage unless otherwise authorized by the Engineer.

F2-6.3 PAYMENT

No separate payment will be made for work or other features as required and outlined in this Section, "Remove Roots Under Concrete or Pavement Repairs." Full compensation for such work and features shall be considered included in the price bid for asphalt concrete pavement or Portland cement concrete bid items and no additional compensation will be allowed therefore. Such payment shall be considered full compensation for locating, severing and removing roots; supplying, installing and compacting backfill, and all incidentals necessary to complete the work in accordance with the Standard Specifications and these Special Provisions.

F2-7 ASPHALT CONCRETE (AC)

F2-7.1 SCOPE

Work to be performed under this Section covers all labor, materials, tools, equipment, transportation, and incidentals necessary to construct asphalt concrete. All such work shall conform to the dimensions of the plans, the applicable provisions of the Standard Specifications, and these Special Provisions.

F2-7.2 MATERIALS

Material used shall be asphalt concrete as specified in Subsection 203-6 of the Standard Specifications. The class of combined aggregate grading shall be Class C2 as shown on the Typical Sections. The grade of asphalt shall be PG 64-10.

The mix properties indicated in Table 203-6.4.3(A) shall be modified as follows:

Mix	Design Production Stability	and Target Air Voids	Production Voids	Air
C2	37 min.	4.0%	2.5% - 5.5%	
D2	30 min.	4.0%	2.5% - 5.5%	

TSR to be minimum 70 in accordance with Caltrans Test Methods 371.

F2-7.3 CONSTRUCTION

The work shall further consist of preparing the existing street surfaces prior to the paving. Such work shall include removing raised pavement markers, removing thermoplastic pavement markers, painted legends and crossbars (12" white and yellow), controlling nuisance water, sweeping prior to tack application, watering, and removing loose and broken asphalt concrete pavement and foreign material as specified in the Standard Specifications and these Special Provisions and as required by the Engineer. The minimum ambient temperature to begin paving shall be 55 degrees F. The CONTRACTOR shall use any means necessary to clean the pavement, including

sweeping and flushing.

The paving shall be performed in such a way as to not leave any longitudinal paving joints at the end of each day's operation. Longitudinal paving joints shall be wedge type and shall be constructed as shown on the plan details. The longitudinal paving joint layout shall be submitted to the Engineer for approval and shall be reviewed at the pre-paving meeting.

F2-7.3.1 Cold Joints

All cold joints, both longitudinal and transverse, shall be heated with a torch immediately prior to paving. Care shall be exercised such as to not damage the asphalt concrete by burning or excessive aging, as determined by engineer. Damaged material shall be removed by saw cutting to form a new cold joint followed by torch heating. Cold joints include previous passes placed more than three hours prior. All cold joints shall be tack coated.

F2-7.3.2 Transitions and Asphalt Concrete Fills

Where two overlays of different thickness abut at a longitudinal joint, the CONTRACTOR shall add to the thinner section to match the thicker lift and provide a smooth transition and uniform cross-fall. Cold planing ridges or other rises in the pavement surface may be required by the Engineer. The Engineer will determine the exact limits and thickness of transitions.

F2-7.3.3 Layout

The CONTRACTOR shall layout and mark the location of the edges of the paving passes of the surface course to match the new layout of the lane lines. The layout shall be made at least 24 hours prior to paving. The layout shall be approved by the Engineer prior to paving.

If the striping is to remain unchanged, the edges of the paving passes shall conform to existing lane edges.

In all cases where practical, each lane shall be paved in a single pass. In tapered transition areas, the shoulder areas shall be paved first, then the through lane shall be hotlapped immediately after the shoulder paving.

For paving which incorporates new quarterpoints or gradebreaks due to keycuts or other conditions, the CONTRACTOR shall provide equipment capable of adjusting to the new surface profile at the appropriate locations. The profile adjustments shall be within twelve inches of the actual quarterpoint or gradebreak.

The CONTRACTOR shall take sufficient measurements during laydown to assure that the full design asphalt concrete layer depth is provided at each quarterpoint, gradebreak, or transition. Failure to provide the design depth at these areas will result in rejection of the work. Correction of this rejected work will include milling out the new asphalt concrete

from the road edge to the centerline or nearest inside lane line and repaving. The minimum length of the milled and corrected area shall be fifty feet.

F2-7.3.4 Tolerances

The finished asphalt concrete surface shall be flush with, to 1/4 inch (0.02 feet) (6 mm) above the gutter lips. The finished pavement surface shall not be lower than the gutter lips.

The average pavement thickness shall be equal to the specified thickness for the project. For total pavement thicknesses less than four inches, the minimum allowable thickness will be 1/4 inch less than that specified. For total pavement thicknesses of four inches or more, the minimum allowable thickness will be 1/2 inch less than that specified.

The provisions of Section 302-5.6.2 shall apply and shall be modified to provide that the straightedge shall be 12 foot in length.

F2-7.3.5 Automatic Screed Controls

For all main line street or roadway paving with single lane length exceeding 300 feet, automatic screed controls shall be required.

In addition to the requirements in Subsection 39-1.10 of the 2010 State of California Department of Transportation Standard Specifications (Unrevised), asphalt concrete shall be placed with spreading equipment equipped with fully automatic screed and grade sensing controls which shall control the longitudinal grade of the screed. Automatic controls shall conform to and be operated in accordance with the provisions herein.

Unless approved otherwise, ski-type devices with a minimum length of 30 feet shall be used to provide a reference for the grade sensor. Skis shall be constructed and installed in such a manner that a reference to the average elevation of the existing pavement, along the length of the ski, is maintained at the sensor point. When placing surfacing adjacent to surfacing previously placed in conformance with these provisions, a joint matching shoe of adequate size and type to properly sense the grade of the previously placed mat may be used in lieu of the 30-foot ski.

The ski shall be mounted at a location which will provide an accurate reference for the surfacing being placed. This may require the ski to be mounted ahead of and inside the outer limits of the screed. Automatic cross slope control may be accomplished by use of a ski and grade sensor on each side of the paving machine.

Automatic screed controls shall be installed in such a manner that the occasional manual adjustments necessary to maintain the attitude of the screed parallel to the underlying pavement are readily accomplished. Automatic screed controls shall be installed so that with little or no delay, use of the automatic controls can be discontinued and the screed controlled by manual methods.

Should the automatic screed controls fail to operate properly during any day's work, the CONTRACTOR may manually control the spreading equipment for the remainder of that day provided the quality of the work conforms to the requirements of Sections 39-1.11 and 39-1.12 of the 2010 State of California Department of Transportation Standard Specifications (Unrevised). Should the methods and equipment used for automatic control fail to result in the quality of work required by said Sections 39-1.11 and 39-1.12, the paving operations will be temporarily discontinued and the CONTRACTOR shall make the necessary changes to the equipment, or furnish other equipment conforming to the requirements herein, before paving is resumed.

If it is determined by the Engineer that the existing grade and cross slope are too irregular for the automatic controls to provide the quality of work required, the use of the automatic controls shall be discontinued and the spreading equipment adjusted by manual methods. Use of automatic controls shall resume when the Engineer has determined that it is again practical and so orders.

F2-7.3.6 Rolling and Compaction

In addition to the requirements of Subsection 39-1.11 of the 2010 State of California Department of Transportation Standard Specifications (unrevised), the number of rollers required for each paving operation shall be such that all rolling for density can be completed before the temperature of the asphalt concrete mixture drops below 140 degrees Fahrenheit.

Breakdown rolling shall commence when the asphalt concrete is placed except in cases where mix distortion/shoving rather than compaction is taking place under the roller. In those instances, wait for the mix to cool to sufficiently, then breakdown compact. Rolling shall be accomplished with the drive wheel forward and with the advance and return passes in the same line.

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

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

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

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

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

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

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

From the second paragraph of Section 302-5.6.2 "Density and Smoothness" to the end shall be deleted and replaced by the following:

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

- Each 750 tons, or part thereof, placed on an individual street in a paving day. If over 750 tons are placed in a single paving day on an individual street, up to 150 tons over 750 tons can be moved in to the previous 750 ton subplot.
- If multiple streets are paved in a day, each street will be considered its own subplot with multiple sublots on streets where greater than 750 tons are placed.

The in-place density shall be between **92.0 percent and 97.0 percent** of maximum theoretical unit weight. Compaction testing will be determined by cores. Three cores will be sampled per subplot. The average of the three cores will be used to determine compaction for the subplot.

Cores will be located by the engineer using random sampling charts in CTM 356. Cores shall be 4 or 6 inches in diameter and must be sampled within 5 calendar days of paving. The contractor will submit cores, properly labeled, to the engineer for testing. The engineer will provide core test results within 3 working days of receiving cores.

Contractor shall backfill cores with hot mix AC the same day cores are taken. Failure to backfill on the same day will subject the Contractor to liquidated damages in the amount of \$250 per day per location.

For the percent of maximum theoretical density, the following table shall apply to deductions for average compaction of a subplot:

Reduced Payment Factors for Percent of Maximum Theoretical Density

Mix Type B and C2 Percent of Maximum Theoretical Density	Reduced Payment Factor	Mix Type B and C2 Percent of Maximum Theoretical Density	Reduced Payment Factor
92.0	0.0000	97.0	0.0000
91.9	0.0125	97.1	0.0125
91.8	0.0250	97.2	0.0250
91.7	0.0375	97.3	0.0375
91.6	0.0500	97.4	0.0500
91.5	0.0625	97.5	0.0625
91.4	0.0750	97.6	0.0750
91.3	0.0875	97.7	0.0875
91.2	0.1000	97.8	0.1000
91.1	0.1125	97.9	0.1125
91.0	0.1250	98.0	0.1250
90.9	0.1375	98.1	0.1375
90.8	0.1500	98.2	0.1500
90.7	0.1625	98.3	0.1625
90.6	0.1750	98.4	0.1750
90.5	0.1875	98.5	0.1875
90.4	0.2000	98.6	0.2000
90.3	0.2125	98.7	0.2125
90.2	0.2250	98.8	0.2250
90.1	0.2375	98.9	0.2375
90.0	0.2500	99.0	0.2500
<90.0	Remove & Replace		Remove & Replace

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

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

F2-7.3.7 Sampling

The Engineer may sample the asphalt concrete from the truck bed, windrow, hopper for the spreading machine, or the mat at various intervals. The CONTRACTOR shall facilitate the sampling process.

F2-7.3.8 Temporary Transitions

The CONTRACTOR shall construct temporary pavement transitions at all paving joints greater than 1 inch prior to allowing traffic onto the paved surface. This includes both longitudinal and transverse paving joints for both leveling and surface courses. Temporary pavement transitions shall have a slope of 20:1 or as approved by the engineer and be constructed on Kraft paper or other suitable bond breaker such that upon removal of the temporary pavement transition, a clean notch remains. The temporary transitions may be constructed of either cold mix or hot mix.

The CONTRACTOR shall construct temporary pavement transitions at all PCC facility transitions greater than 1 inch around corners from beginning of curb return to end of curb return, at PCC cross gutters, and PCC spandrels.

The CONTRACTOR shall continuously maintain the temporary pavement until final paving. Each temporary transition shall be inspected by the CONTRACTOR and repaired as necessary to comply with these provisions at the end of each day including weekends and holidays.

Failure to comply with these provisions will result in a liquidated damage per day per transition and/or the cost of City crews making the repairs if necessary to correct for public safety.

- **Quality Control**

The Contractor shall provide full time quality control during paving operations as outlined in the Caltrans 2010 Standard Specifications (Unrevised) for the Standard construction process.

F2-7.4 MEASUREMENTS AND PAYMENT

The contract price paid per ton for **“1/2” HMA (Type A, PG 64-10)”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in complete in place, including proof rolling, compaction, HMA, and tack coat, as shown on the plan, as specified in the Standard Specifications and in these special provisions, and as directed by the Engineer.

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

The contract price paid per square foot for **“6” Deep Lift Stabilization (Allowance)”** shall include full compensation for furnishing all labor, materials, tools, equipment, and

incidentals, and for doing all the work involved in Digout or Remove & Replace HMA, complete in place, including sawcutting, removal, cold planning, proof rolling, excavation, off-haul, proper disposal, compaction, HMA, matching existing pavement grades and tack coat, as shown on the plans, as specified in the Standard Specifications and in these special provisions, and as directed by the Engineer.

F2-8 SHOULDER BACKING

F2-8.1 SCOPE

This work shall consist of scarifying the existing shoulder material and placing additional material to bring the shoulder up to the new pavement surface as specified. All such work shall conform to the applicable provisions of the SSPWC, these Special Provisions; the plans and typical sections; and as directed by the Engineer.

F2-8.2 MATERIALS

Material for shoulder backing shall be crushed Class 2 aggregate subbase, Class 2 aggregate base, or a combination of the above; and shall conform to Sections 203-4 of the Standard Specifications. All grindings larger than two inches shall be removed from the surface of the completed shoulder backing.

Imported Topsoil

1. Fertile, loose, friable soil meeting the following criteria:
 - a. pH between 5.5 and 7.7
 - b. Soluble Salts - less than 2.0 mmhos/cm
 - c. Sodium Absorption Ration (SAR) - less than 3.0
 - d. Organic Matter - greater than 1 percent
2. Physical Characteristics:
 - a. Gradation as defined by USDA triangle of physical characteristics as measured by hydrometer.
 - Sand - 15 to 60 percent
 - Silt - 10 to 60 percent
 - Clay - 5 to 30 percent
 - b. Clean and free from toxic minerals and chemicals, noxious weeds, rocks larger than 1-1/2 inches in any dimensions, and other objectionable materials.
 - c. Soil shall not contain more than 2 percent of particles measuring over 2.0 mm in largest size.

F2-8.3 CONSTRUCTION

The existing shoulder shall be scarified sufficiently to provide bonding between the existing and new materials. The limit of scarification and new shoulder backing material shall be three feet from the edge of the new pavement surface. Shoulder material shall be moisture conditioned, placed, shaped, and compacted such that the new shoulder material is firm and does not displace under longitudinal shoulder traffic. The surface elevation of the compacted shoulder backing shall match the new pavement surface.

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

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

F2-8.4 MEASUREMENT AND PAYMENT

Shoulder backing shall be paid on a lineal foot basis along the pavement edge. The unit cost bid for shoulder backing shall be considered full compensation for furnishing all labor, materials, tools, equipment, transportation, compaction, and incidentals; and for performing all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections. No additional compensation will be allowed therefor.

F2-9 QUICKLIME AND CEMENT TREATMENT

F2-9.1 GENERAL

Work to be performed under this Section covers all labor, materials, tools, equipment and incidentals necessary to cement & quicklime/cement-treat soil to a depth specified. All such work shall conform to the Standard Specifications (Greenbook 2015), and these Special Provisions.

F2-9.1.1 Materials

Where quicklime/cement treatment is specified, the quicklime and/or cement content of the soil shall be determined by the Contractor and submitted to the Engineer for approval.

F2-9.1.2 Definition

Lot: 3,000 sy of CIR or fraction thereof constructed in the same day.

ERA: Emulsified Recycling Agent

CIR: Cold in Place Recycling using ERA

F2-9.2 MATERIALS

Where quicklime/cement treatment is specified, the quicklime and/or cement content of the soil shall be determined by the Contractor and submitted to the Engineer for approval.

F2-9.2.1 Submittals

Submit each FDR – Quicklime/Cement mix design on a form generated specifically for FDR – Quicklime/Cement. Each mix design submittal must be sealed and signed by an engineer who is registered as a civil engineer in California.

You may submit multiple mix designs to optimize the quicklime/cement content and adjust for varying underlying materials in order to provide field adjustment during construction. Each mix design submittal must include:

1. Area represented by the mix design by beginning and ending stations
2. Gradation of the mixture before addition of cement
3. Cement content in percent by weight of the dry mixture, if supplementary aggregate is specified
4. Moisture content of the material when mixing, relative to OMC
5. Test results and any worksheets, photographs and graphs

F2-9.2.2 Mix Design

The Contractor shall sample materials on-site and develop a mix design to determine the total percentage of quicklime/cement to obtain a minimum **Unconfined Compressive Strength of 300 psi**.

The mix design must include 7-day cured unconfined compressive strength tests on specimens with at least 3 Quicklime/Cement contents using the proposed quicklime/cement at optimum moisture content. The quicklime/cement contents must be one percent above the specified content, specified content, and one percent below the specified content by dry weight of the composite material. Manufacture 3 specimens for each quicklime/cement content and average the results for each. Plot the average 7-day compressive strengths on the ordinate versus the quicklime/cement contents in percent on the abscissa on a graph. Indicate the quicklime/cement contents from the line corresponding to the minimum and maximum 7-day compressive strengths from the specified range.

Notify the Engineer at least 2 business days before sampling the material to develop the mix design(s).

Use materials from the specified mixing depth. If any portion of existing asphalt concrete pavement is to be removed before pulverizing, remove that portion of asphalt concrete pavement from the samples used in the mix design. If additional samples of subgrade material are needed, sampling locations can be excavated outside the edge of pavement to variable dimensions. Characterize and record sampling location features such as layer thicknesses and types, distresses, interlayers, thin or thick areas, digouts and adhesion to the base. Use the sampled material to determine the mix design represented by the sampling location, according to the proportions of the pavement structure shown.

Before opening the mix design sampling locations to traffic, backfill sampling locations by replacing and compacting with an authorized material or minor HMA that complies with section 39 Hot Mix Asphalt (HMA). Backfill and compact to the existing grade and thickness of asphalt concrete pavement, in the Engineer's presence.

F2-9.3 CONSTRUCTION

F2-9.3.1 General Application

The quicklime/cement-treatment application and construction shall be performed in accordance with the Standard Specifications, except as noted. The maximum treatment and lift thickness shall be 12-inches.

The spread rate shall be confirmed on each lift for each row of cement and/or quicklime application until uniformity is confirmed to the Engineer’s satisfaction. Thereafter, the Engineer shall confirm cement and/or quicklime application as needed to confirm uniformity.

Special instructions for construction timing on quicklime/cement soil treatment streets:

The contractor shall not commence work on quicklime/cement soil treatment streets until there is a forecasted two-week (14 calendar day) window of dry weather (0% precipitation). The contractor must complete all paving work within the two-week window. Paving work consists of pulverizing existing pavement, base, and native sections to a depth of 15 inches, removal of 5.5 inches of the existing pavement section, quicklime/cement treatment of the underlying subgrade to a depth of 9.5 inches, and placement of the 3 inch AC base course and 2.5 inch AC surface course. The schedule for this work will be reviewed and approved by the City prior to the commencement of work.

F2-9.3.2 Quality Control

Assign a ground supervisor whose sole purpose is to monitor the activities, advise project personnel and interface with the quality control testing personnel. The ground supervisor must not have any sampling or testing duties. During the FDR operation, the ground supervisor must have knowledge and a minimum of two years experience with the FDR construction. The ground supervisor must be familiar with the mix design(s) for this project and will be able to make field adjustment during the construction on an as needed basis to account for varying structural section and materials. The Engineer or Engineer’s Representative (QA) must be notified prior to field adjustments. All field adjustment must be recorded, but is not limited to the following items: date, time, location (with ending and starting stations), the type of field adjustment, and reasons for the field adjustment must be recorded and submitted to the Engineer.

Test the quality characteristics for the following:

FDR – Quicklime/Cement Quality Characteristic Sampling Locations and Testing Frequencies

Quality Characteristics	Test Method	Minimum Sampling and Testing Frequency	Sampling Location
Gradation	CT 202	Test Strip and 1 per Lot	Loose Mix Behind Mixer

Unconfined Compressive Strength	ASTM D 1633	Test Strip and 1 per Lot	Loose Mix Behind Mixer ^a
Laboratory Maximum Wet Density	CT 216	Test Strip and 1 per Day or 1 per Street or 1 per Changes to the Material (whichever is more)	Loose Mix Behind Mixer
Relative Compaction	CT 231	10 Points per Test Strip and Lot ^b	Compacted Mix

^a Sample immediately after mixing is complete

^b Lot size is defined as 3,000 squared yards.

The first day of the FDR construction could be accepted as the test strip. Measure and record the actual cut depth at both ends of the pulverizing drum at least once every 300 feet along the cut length. Take measurements in the Engineer's presence.

F2-9.3.3 Compaction

Compact in 12-inch maximum lifts to 95 percent relative compaction per CT 231. The maximum compacted thickness of a single layer may be increased provided the Contractor can demonstrate to the Engineer that the equipment and method of operation will provide uniform distribution of the quicklime/cement and the required compaction density throughout the layer.

F2-9.3.4 Tolerances

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

Thickness/Uniformity Verification - Immediately after trimming and compaction are completed, excavate test pits. At locations selected by Engineer, excavate a test pit for each 3,000 square yard of treated area. Test pits shall be 1 ft. by 1 ft. minimum, to verify the thickness of the Quicklime/Cement-treated section. Backfill with Quicklime/Cement-treated material and compact immediately after verification.

F2-9.3.5 Curing

If not covered by asphalt concrete or aggregate base within 48 hours, the exposed stabilized soil subgrade shall be covered with SS-1h within 24 hours of completing quicklime/cement stabilization. The emulsion seal can be waived if the contractor can provide a method to keep the FDR layer moist to provide adequate quicklime/cement hydration and dust control up to the time the FDR area is paved.

F2-9.3.6 Protection

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

F2-9.3.7 Engineer’s Acceptance

For the unconfined compressive strength, the following table shall apply to deductions for average unconfined compressive strength of a lot:

Average Unconfined Compressive Strength per Lot [psi]	Reduced Payment Factor
> 299 ^a	0.00
250 – 299	0.05
200 – 249	0.15
< 200	Remove and Replace

^a No individual unconfined compressive strength shall be below 200 psi.

F2-9.4 MEASUREMENT AND PAYMENT

F2-9.4.1 Measurement

The contract price paid per square foot for “**Quicklime & Cement Treat 9-1/2” Soil**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, mix design preparation, providing quality control, and for doing all the work involved in Quicklime & Cement Soil Treatment, complete in place, including breaking-up, mixing, spreading, compacting, trimming, curing, and protecting treated soil, as shown on the plans, as specified in the Standard Specifications and in these special provisions, and as directed by the Engineer.

The contract price paid per square foot for “**Pulverize 15” Existing Section, Regrade and Recompact**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in pulverization and grading, recompacting, complete in place, as shown on the plans, as specified in the Standard Specifications and in these special provisions, and as directed by the Engineer.

F2-10 LOWERING & ADJUSTING OF UTILITY COVERS

F2-10.1 SCOPE

Utility locations are not indicated on the plans beyond the location of utility lids within the existing roadway. It shall be the responsibility of the Contractor to work with the local utility companies and to locate all underground utility service lines within the limits of all excavations. All necessary work to relocate, adjust or rearrange utilities shall be performed by the respective utility company prior to

excavation by the Contractor. The Contractor shall schedule potholing and location of underground utility conflicts sufficiently in advance of the construction to permit the Engineer to make adjustments to the plans or to allow the various utility companies to adjust the conflicting utility lines, as appropriate.

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

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

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

F2-10.2 CONSTRUCTION

Lowering Utility Covers:

Prior to cold planing on streets to have a uniform depth of the existing surface removed, all utility covers shall be lowered by the Contractor such that the cutting teeth of the planing machine passes over the adjusted lid without causing damage to the lid or frame. Contractor shall be responsible for maintaining any temporary asphalt fill material over these facilities until the final paving surface is installed. The Contractor shall clearly mark or reference lowered sanitary sewer and water valves in case emergency access is required by the agency responsible for operation of the sewer and water system.

Raising Storm Drain Manholes:

Storm drain manholes shall be adjusted to finish grade by the Contractor within 72 hours after the placement of the final surface paving on each individual street segment. If several lifts of pavement are to be placed, the manholes shall be raised by the utility company if the paving operation ceases for more than 72 hours as approved by the engineer.

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

F2-10.3 MEASUREMENT AND PAYMENT

The contract unit price paid for “**Lower Manhole Covers**”, “**Lower Water/Gas Valve Covers**”, “**Adjust Manhole Covers**” and “**Adjust Water/Gas Covers**”, shall include full

compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in lowering and raising utility frames and covers to grade, complete in place, including coordination with the utility companies, the Engineer, and City Surveyors, replacing disturbed monuments, salvaging existing or furnishing new utility frames and covers, concrete, mortar, and AC (type A), as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

F2-11 TRAFFIC STRIPING, MARKINGS & SIGNS

F2-11.1 TRAFFIC STRIPING, MARKINGS & SIGNS

The work consists of replacing all existing pavement striping and markings, installing signs or making modifications indicated on the plans and in the specifications.

F2-11.2 MATERIALS

Traffic striping & marking materials shall be per the provisions of Section 210-1 and 214 of the Caltrans Standard Specifications Latest Edition.

F2-11.3 CONSTRUCTION

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

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

The Contractor shall physically tie down the location of the beginning and ending of each paint marking type in the adjacent curb top. The marking location shall not exceed 50 square inches each. Any locations exceeding this limit shall be removed by the Contractor prior to acceptance of the work. The Contractor shall contact the Engineer for review of tie downs.

The Contractor shall be responsible for accurately referencing out and replacing the lines and positions of all traffic lines, directional lines, arrows, and other markings in accordance with the plans and City standard markings by cat tracking with painted marks. This shall occur no later than 2 hours behind the final surface course paving operation.

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

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

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

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

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

- a. The first application of paint shall consist of two (2) complete coats and shall be completed prior to the opening of each street.
- b. The second application of paint shall consist of three (3) complete coats and shall be completed between the fifth (5th) and tenth (10th) day following each street segment having the surface course placed.
- c. The third and final application of paint shall consist of three (3) complete coats of paint and shall be applied in the presence of the inspector and shall be subject to the Engineer's approval, the third and final coat shall be completed within not less than three (3) and not more than four (4) weeks of each street having the surface course placed or the end of the Construction Period, whichever is sooner.

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

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

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

F2-11.4 MEASUREMENT AND PAYMENT

Payment for traffic striping layout and placement of temporary tabs, removal of existing RPMs and grinding paint and Thermoplastic will be included in the unit price bid for each striping detail and no additional compensation will be allowed therefore.

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

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

F2-12 MISCELLANEOUS CONCRETE

F2-12.1 GENERAL

Existing and new concrete facilities including curbs, curbs and gutters, cross gutters, spandrels, sidewalks, access ramps, alleyway entrances, commercial and private driveways, and swales shall be removed and replaced or constructed at the locations indicated on the plans or as directed by the Engineer.

Curb ramps shall be per Caltrans Revised Standard Plan RSP A88A.

F2-12.2 MATERIALS

F2-12.2.1 Concrete Mix Design

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

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

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

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

Compressive Strength:	2000 psi @ 3 days, 4000 psi @ 28 days
Polypropylene Fiber Reinforcement:	3.0 lbs/cy (0.02% by volume), 1-1/2-inch minimum length
Maximum Slump:	4 inches

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

F2-12.2.2 Truncated Domes (Cast-in-Place)

Acceptable Products (in black color):

1. “Wet-Anchor Box” by Disability Devices, Inc.
http://www.disabilitydevices.com/Offset_Dome_Tactile_Warning_Mat.html
2. “Cast-in-Place System” by Armor-Tile.
<http://www.armor-tile.com/truncateddomes/surface-applied-systems.htm>
Approved equal by Engineer prior to bidding. “Set in Concrete” system shall be required.

F2-12.2.3 Quality Assurance Field Testing

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

F2-12.3 CONSTRUCTION

All work shall conform to the provisions of Section 303 of the Standard Specifications. All curb ramps and island passageways shall comply with the latest Caltrans Standard Plans A88A or A88B, Title 24 and current CBC requirements.

All curb ramps shall meet current American with Disabilities Act (ADA) guidelines. The curb ramp limits will be from beginning of curb return to end of curb return. The ramp shall include the construction of the curb and gutter from beginning of curb return to end of curb return. The normal gutter line shall be maintained through the area of the curb ramp. Curb ramps shall not be less than forty-eight inches (48”) wide and shall not have a slope greater than one inch (1”) per twelve inches (12”) in length. Curb ramps should be located within marked limits of crosswalks.

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

The line and grade of the replaced facilities shall conform to the existing facilities. In most instances, this will consist of a straight line between existing facilities.

The Contractor shall water test all repaired curbs and gutters, cross gutters, and other repaired drainage facilities in the presence of the City's Inspector.

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

Contractor to saw and remove all concrete groove and replace with concrete and cast-in-place truncated domes.

F2-12.3.1 Protection of Existing Facilities

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

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

F2-12.3.2 Subgrade

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

F2-12.3.3 Forming

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

F2-12.3.4 Tolerances

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

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

F2-12.3.5 Placing and Finishing

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

F2-12.3.6 Strikeoff, Consolidation and Finishing

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

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

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

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

F2-12.3.7 Concrete Protection

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

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

F2-12.3.8 Curing

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

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

F2-12.3.9 Joints

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

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

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

F2-12.3.10 Cleanup and Backfill

After the concrete is placed, cured, and the forms have been removed, the Contractor shall clean the site of all concrete and forming debris. The aggregate base shall be replaced to match the existing base and compacted to 95% relative compaction. The pavement shall be restored in accordance with Section F2-6 Digouts or Remove & Replace and Cold Plane & Replace, of these Special Provisions. A minimum of two lifts shall be used, none of which shall exceed three inches, and the top lift shall be a minimum of 1-1/2 inches thick. The total thickness of the restored pavement shall match that of the existing pavement.

For pavements to be overlaid or resurfaced, the aggregate base and asphalt concrete may be replaced with cement sand slurry in conformance to Section 201 of the Standard Specifications, or Controlled Low Strength Material (CLSM). After curing has been completed and the forms have been removed from the new curb and gutter or sidewalk, the void between the new concrete and the existing parkway shall be filled with clean native material and the entire parkway left in a clean and orderly condition.

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

F2-12.4 MEASUREMENT AND PAYMENT

Measurement and payment for miscellaneous concrete shall be paid on a unit cost basis as identified in the Bid Schedule. These include "Construct Caltrans Curb Ramp Type B", "Construct Caltrans Curb Ramp Type C", "Install Detectable Warning Surface on Existing Curb Ramp", "Remove & Replace PCC Median Nose" & "Remove Concrete Pedestrian Refuge Island".

The above contract unit costs shall be considered full compensation for furnishing all labor, materials, tool, equipment, incidentals and for doing all the work involved in performing complete in place, including sawcutting, base and native material removal, excavation and hauling, disposing of excess material, as shown on the plans, as specified

in the Standard Specifications and as directed by the Engineer. The cost of restoring the adjacent pavement shall be included in the unit cost of the work. No additional compensation will be allowed therefor.

F2-13 SIGNS AND POSTS

F2-13.1 GENERAL

Signs and posts shall be removed and / or constructed at the locations indicated on the plans or as directed by the Engineer. All such work shall conform to the applicable provisions of the SSPWC, these Special Provisions; the plans and typical sections; and as directed by the Engineer.

F2-13.2 MATERIALS

- A. Post Foundation Concrete - 2500 PSI concrete, either prepackaged or ready mix.
- B. Post Setting Grout at Sleeves
 - 1. Approved Manufacturers -
 - a. Normal Construction Grout A by W R Bonsal, Charlotte, NC (800) 334-0784
 - b. Advantage 1107 Grout by Dayton Superior, Oregon, IL (800) 745-3707
 - c. NS Grout by Euclid Chemical Co, Cleveland, OH (800) 321-7628
 - d. 5 Star Special Grout 110 by Five Star Products Inc, Fairfield, CT (800) 243-2206
 - e. Duragrout by L&M Construction Chemicals Inc, Omaha, NE (800) 362-3331
 - f. Masterflow 713 Pre-mixed Grout by Master Builders, Cleveland, OH (800) 628-9990
 - g. Sonogrout 10K by Sonneborn Building Products, Shakopee, MN (800) 496-6067
 - h. Multi-Purpose Grout by Richmond Screw Anchor Co, Fort Worth, TX (817) 284-4981
 - i. TAMMS Grout 621 by TAMMS Industries, Mentor, OH (800) 218-2667
 - j. CG-86 Grout by W R Meadows, Elgin, IL (800) 342-5979

F2-13.3 CONSTRUCTION

F2-13.3.1 Removal

Where specified on plans, remove existing signs.

- 1. Post-mounted signs – verify if existing pole can be reused at the same location for installation of new signs.
 - a. If not, removal shall include sign, pole, and buried concrete pole base.
 - b. Backfill void w/topsoil in landscape areas, aggregate base under pavement areas.

F2-13.3.2 Installation

- A. Install signs square and plumb. Where possible, align signposts in a straight, continuous line.

B. Post Foundations

1. Except atop retaining walls, mix concrete components thoroughly, place in post foundation holes 8 inches in diameter by 30 inches deep, and set mounting sleeves. For installation on retaining walls, cast sleeves into retaining wall. Sleeves shall extend 4 inches above top of finish concrete elevation.
 - a. At lawn areas, set top of post foundation at grade.
 - b. Where posts are installed prior to installation of slabs, measure post foundation depth from top of slab. Extend bottom of slab footing sufficient to allow specified amount of concrete around post.
 - c. Where posts are installed after installation of slabs, core slab 8 inches in diameter minimum to accommodate post foundation.

C. Install post in mounting sleeve so bottom of post is 6 inches from top of sleeve. Rivet post to mounting sleeve or bolt using tamper-proof bolts.

D. At masonry or concrete buildings, use 3/16-1-3/4" hex headed masonry screws set in predrilled holes.

E. On metal building or enclosures, use 3/16 - 3/4" min. self-tapping metal screw.

F. On wooden buildings, use No. 10 x 1-1/2" flat or pan head screw.

G. On Plaster Buildings, use 3/16" masonry insert with pan head screw.

F2-13.4 MEASUREMENT AND PAYMENT

The contract price paid per each item for **“Install Post”**, **“Install Sign”**, **“Remove Sign”** & **“Remove Post”**, **“Install OM Sign”**, and **“Install Speed Feedback Sign on Lightpost”** shall include full compensation for furnishing all labor, materials, tool, equipment, incidentals and for doing all the work involved in performing complete in place, including sawcutting, base and native material removal, disposing of excess material, as shown on the plans, as specified in the Standard Specifications and as directed by the Engineer.