



REQUEST FOR PROPOSAL FOR ANNUAL STREET MAINTENANCE SERVICES

Sealed Bids Due: **3:30 p.m. on Thursday, April 26, 2018**

PREPARED BY:
ROBERT MORGENSTERN, PUBLIC WORKS MANAGER

APPROVED BY:
ROBERT WOODWARD, INTERIM PUBLIC WORKS DIRECTOR

NOTICE INVITING SEALED BIDS FOR
ANNUAL STREET MAINTENANCE SERVICES FY 2018-2021

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 **3:30 PM on Thursday, April 26, 2018**, at which time they will be publicly opened and read aloud. Copies of the Contract Documents are available from the City, 130 Cremona Drive, Suite B, Goleta, California 93117 upon payment of a \$20.00 non-refundable fee if picked up, or payment of a \$30.00 non-refundable fee, if mailed, on the City’s website (www.cityofgoleta.org), and on www.ebidboard.com.

The City is issuing a request for proposal and Statement of Qualifications from qualified contractors to perform routine street maintenance services associated with the City’s Annual Street Maintenance Program.

Any contract entered into pursuant to this notice will incorporate the provisions of the California Labor Code. Compliance with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations will be required. 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 “Instructions for Bidders” and submitted in a sealed envelope plainly marked on the outside, **“SEALED BID FOR ANNUAL STREET MAINTENANCE SERVICES, DO NOT OPEN WITH REGULAR MAIL.”** The bid must be accompanied by certified or cashier’s check, or bidder’s bond, made payable to the CITY OF GOLETA. The bid security shall be an amount equal to ten percent (10%) of the total estimated annual contract amount of \$150,000 as required by California law.

A contract may only be awarded to the lowest responsive and responsible bidder that holds a valid California Contractor’s License, Class A in accordance with the provisions of the California Business and Professions Code and must have satisfactorily provided street maintenance services to at least three California municipalities in the last five years.

The City reserves the right to reject any or all bids, to waive any irregularity, and to take all bids under advisement for a period of sixty (60) days.

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 the 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)

Posted to The Independent on 3/22/18 and 4/12/18

INSTRUCTIONS FOR BIDDERS

Request for a Proposal and Statement of Qualifications for Annual Street Maintenance Services

I. Introduction

The City of Goleta is issuing a request for proposal and Statement of Qualifications from qualified contractors to perform routine street maintenance services associated with the City's Annual Street Maintenance Program.

II. Scope of Services

The requested services include the provisions of all material, equipment and labor as required to perform scheduled and non-scheduled (emergency) street maintenance services on a force account basis. Maintenance services may include, but are not necessarily limited to, the following activities:

- Skin Patching
- Crack Sealing
- Remove and Replace Pavement (deep lift AC repair)
- Fog Seal/Slurry Seal
- Grinding (asphalt, concrete or pavement markings)
- Curb, gutter, sidewalk, cross-gutter, access ramp, driveway installations
- Curb Painting and Miscellaneous Striping
- Ditch Clearing and Grubbing
- Culvert Maintenance/Cleaning
- Traffic control sign knock down repair
- Pothole Repairs
- Removal of debris within the travel lanes
- Grind and A/C Inlay
- Catch Basin Cleaning
- Sink Hole Repair
- Grading

III. Submittal Requirements

The scope of work included in the above activities is further described in Appendix B. The proposal will include all labor and equipment necessary to perform each scheduled or non-scheduled maintenance activity. **Note: All traffic control costs shall be included in each activity and each activity shall be performed on a Force Account basis.**

The following information must be submitted on the forms provided in Appendix A as applicable:

- Current billing rate sheet for the labor
- Current billing rate for equipment (with operator) to be used
- Current billing rate for any proposed subcontractor's labor and equipment to be used
- Proof of a valid "A" contractor's license
- List of participating subcontractors
- Experience statement of the contractor in performing similar public street maintenance activities
- Three (3) municipal references
- Bidder's Statement of Past Disqualifications
- Bid Bond

SEALED BIDS TO BE DELIVERED TO: The Office of the City Clerk
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

DEADLINE: 3:30 P.M. on April 26, 2018

Bids must be prepared on the approved bid forms in conformance with the "Instructions for Bidders" and submitted in a sealed envelope plainly marked on the outside, **"SEALED BID FOR ANNUAL STREET MAINTENANCE SERVICES, DO NOT OPEN WITH REGULAR MAIL."**

Each Bid will be accompanied by Bid Security in the amount of 10% of the Total Bid (\$150,000) as security for Bidder's obligation to enter into a contract with the City on the terms stated in the Bid Form and to furnish all items required by the Bidding Documents. Bid Security will be a Bid Bond on the form provided by the City or a certified check made payable to "City of Goleta". When a Bond is used for Bid Security, failure to use the City's Bid Bond form will result in the rejection of the Bid. 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."

A City of Goleta Business License will be required upon award of contract.

Performance and Payment (Labor & Materials) Bonds for 100% of the Contract amount are required per attached Agreement.

Insurance, naming the City as Additional Insured, must be provided and maintained throughout the term of the Contract per attached Agreement.

The cost of materials provided pursuant to this contract will be limited to the actual cost plus a 10% markup from the receipted amount.

Please Note: Faxed or emailed documentation are **not** acceptable. The failure to submit all requested submittal documents by the closing date and time will disqualify your bid for this contract.

All contractors must meet the City's insurance requirements as detailed in Section 10 of Appendix D. Contract award subject to compliance with the City's insurance policies.

IV. Evaluation and Selection Process

The contract duration will be one year beginning July 1, 2018 and ending June 30, 2021. Once an agreement is entered into, the contractor's rates will be in effect for the contract period. The City may extend the contract at one-year intervals, for a total maximum contract term of five (5) years. If the City extends the contract, the firm may request increased rates for the next 12-month period limited to the CPI from the Bureau of Labor Statistics for the Los Angeles, Riverside and Orange County Areas (All wage earners.)

All firms that enter into a contract with the City are required to pay prevailing wages. All work performed shall be billed monthly to the City by the 15th of the following month for all work performed and accrued expenses during the preceding month.

All work provided herein shall be performed in accordance with the Caltrans Standard Specifications May 2015 edition (Standard Specifications). The Standard Specifications is incorporated herein by reference.

Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the City, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the Contract by Contractor or by any Subcontractor.

Selection of the contractor(s) shall be based on the project estimated grand total cost for all eight (8) sample projects contained in **Appendix C** using the Bid Schedule and SOQs that are submitted. A short list of contractors may be interviewed.

If you need additional information, please contact Bob Morgenstern at **via email only** at rmorgenstern@cityofgoleta.org Thank you in advance for your consideration of this project.

APPENDIX A

ANNUAL STREET MAINTENANCE SERVICES – Submittal Requirements

City of Goleta: LABOR RATE SHEET 2018 - 2021			CONTRACTOR: _____	
Item #	Activity	Unit	Straight Time Rate	Overtime Rate
1	Laborer	HR	\$	\$
2	Laborer – Saw man	HR	\$	\$
3	Carpenter	HR	\$	\$
4	Cement Mason	HR	\$	\$
5	Operator	HR	\$	\$
6	Truck Driver/Water Truck	HR	\$	\$
7	Foreman - Carpenter	HR	\$	\$
8	Foreman - Concrete	HR	\$	\$
9	Foreman – Grading/Paving/Utility	HR	\$	\$
10	Superintendent	HR	\$	\$

Basis of the bid is the qualifications, experience and cost of the recommended activities and the force account services for extra work combined with the cost estimates for imaginary work shown in **Appendix C**.

**City of Goleta:
EQUIPMENT WITH OPERATOR RATE
SHEET 2018 - 2021**

CONTRACTOR: _____

Item #	Activity	Unit	Straight-Time Rate	Overtime Rate	Bare
	MOTORGRADERS (List equipment)	HR			
	SCRAPERS (List equipment)	HR			
	EXCAVATOR (List equipment)	HR			
	FRONT END LOADERS (List equipment)	HR			

**City of Goleta:
EQUIPMENT WITH OPERATOR
RATE SHEET 2018 – 2021 (Cont'd)**

CONTRACTOR: _____

Item #	Activity	Unit	Straight-Time Rate	Overtime Rate	Bare
	ROLLERS (List equipment)				
	PAVING EQUIPMENT (List equipment)				
	WATER TRUCKS (List equipment)				
	TRUCKS (List equipment)				

Basis of the bid is the qualifications, experience and cost of the recommended activities and the force account services for extra work combined with the cost estimates for imaginary work shown in **Appendix C**.

**City of Goleta:
SUBCONTRACTOR'S LABOR &
EQUIPMENT RATES 2018 - 2021**

CONTRACTOR: _____

Item #	Activity	Unit	Straight-Time Rate	Overtime Rate	Bare
1	Laborer	HR	\$	\$	
2	Laborer – Saw man	HR	\$	\$	
3	Carpenter	HR	\$	\$	
4	Cement Mason	HR	\$	\$	
5	Operator	HR	\$	\$	
6	Truck Driver/Water Truck	HR	\$	\$	
7	Foreman - Carpenter	HR	\$	\$	
8	Foreman - Concrete	HR	\$	\$	
9	Foreman – Grading/Paving/Utility	HR	\$	\$	
10	Superintendent	HR	\$	\$	
	MOTORGRADERS (List equipment)				
	SCRAPERS (List equipment)				

**City of Goleta:
SUBCONTRACTOR'S LABOR &
EQUIPMENT RATES 2018 - 2021 (Cont'd)**

CONTRACTOR: _____

Item #	Activity	Unit	Straight-Time Rate	Overtime Rate	Bare
	EXCAVATOR (List equipment)				
	FRONT END LOADERS (List equipment)				
	ROLLERS (List equipment)				
	PAVING EQUIPMENT (List equipment)				

City of Goleta: SUBCONTRACTOR'S LABOR & EQUIPMENT RATES 2018 - 2021 (Cont'd)	CONTRACTOR: _____
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Item #	Activity	Unit	Straight-Time Rate	Overtime Rate	Bare
	WATER TRUCKS (List equipment)				
	TRUCKS (List equipment)				

Basis of the bid is the qualifications, experience and cost of the recommended activities and the force account services for extra work combined with the cost estimates for imaginary work shown in **Appendix C**.

Proposal is subject to the following:

A.	Worker and crew hourly rates shall prevail in determining progress payments.	
B.	The City makes no guarantee or assurances as to the number of hours (during any time period) this contract will entail.	
C.	The hourly rates shall include small tools, barricades, cellular phones, pagers, two-way radios, shovels, rakes, brooms and similar equipment sufficient to perform the described work.	
D.	The City shall not incur any labor or equipment charges that occur outside the City.	
E.	The Contractor will supply materials on a "cost plus" basis. As indicated, the mark-up to be applied to the cost of materials is 10% maximum.	

CONTRACTORS LICENSE AND CONTACT INFORMATION

Company Name: _____

Business Address: _____

Daytime Phone _____ Fax _____

Email Address _____

CA State Contractor's License No. _____

Original Date Issued: _____ Expires: _____

LIST OF PARTICIPATING SUBCONTRACTORS

Please indicate your subcontract companies by completing their license and contact information. Also, describe their involvement in the services they will be providing by listing all activities as defined in Appendix B that your subcontract company has experience with and is qualified to perform.

#1 Company: _____

Daytime Phone _____ License No. _____

Date Issued: _____ Expires: _____

Scope of Work: _____

#2 Company: _____

Daytime Phone _____ License No. _____

Date Issued: _____ Expires: _____

Scope of Work: _____

#3 Company: _____

Daytime Phone _____ License No. _____

Date Issued: _____ Expires: _____

Scope of Work: _____

BIDDER'S STATEMENT OF EXPERIENCE

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

Project Name: _____

Owner or Agency Name: _____

Owner or Agency Representative: _____

Phone Number: _____ Email Address: _____

Project Date: _____ Project Duration: _____

Project Scope:

Project Name: _____

Owner or Agency Name: _____

Owner or Agency Representative: _____

Phone Number: _____ Email Address: _____

Project Date: _____ Project Duration: _____

Project Scope:

Project Name: _____

Owner or Agency Name: _____

Owner or Agency Representative: _____

Phone Number: _____ Email Address: _____

Project Date: _____ Project Duration: _____

Project Scope:

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.

BIDDER ELIGIBILITY

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

BIDDER'S INFORMATION

Bidder certifies that the following information is true and correct:

Bidder's Name _____

Business Address _____

Telephone _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

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

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)

MUNICIPAL REFERENCES

Municipal Organization	Contact Name	Phone Number
1.		
2.		
3.		

BID BOND

**BID BOND
FOR
ANNUAL STREET MAINTENANCE SERVICES**

KNOW ALL PERSONS BY THESE PRESENTS that Bidder _____ PRINCIPAL, and _____, a corporation organized under the laws of the State of _____ and licensed by the State of California to execute bonds and undertakings as sole surety, as SURETY, are held and firmly bound unto the City of Goleta, as City, in the penal sum of _____ Dollars (\$_____), which is ten percent (10%) of the total amount bid by PRINCIPAL to CITY for the above stated project, for the payment of which sum, PRINCIPAL and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas PRINCIPAL is about to submit a bid to CITY for the above stated project, if such bid is rejected, or if such bid is accepted and a contract is awarded and entered into by PRINCIPAL in the manner and time specified, and PRINCIPAL provides the required payment and performance bonds and insurance coverages to CITY in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of CITY.

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this

_____ day of _____, 2018

PRINCIPAL: _____

(Address) _____

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.

**APPENDIX B
SCOPE OF WORK**

**ANNUAL STREET MAINTENANCE SERVICES
ROUTINE STREET MAINTENANCE SERVICES BY ACTIVITY**

ACTIVITY: SKIN PATCHING

ACTIVITY DESCRIPTION: Repair and replacement of asphalt surfaces to extend the available use of the pavement in lieu of overlay.

WORK INCLUDES:

1. Set-up Traffic Control Devices.
2. Clean, remove loose material and prepare area to be patched.
3. Square edges as appropriate and apply tack coat (SSIH).
4. Place and compact AC as necessary.
5. Clean up excess AC.
6. Remove Traffic Control Devices.

ACTIVITY: CRACK SEALING

ACTIVITY DESCRIPTION: Crack sealing of asphalt surfaces to extend the available use of the pavement in lieu of overlay.

WORK INCLUDES:

1. Set-up Traffic Control Devices.
2. Route, clean and prepare cracks.
3. Remove loose material and vegetation
4. Seal with crack sealant
5. Remove Traffic Control Devices.

ACTIVITY: REMOVE AND REPLACE PAVEMENT (deep-lift AC repair)

ACTIVITY DESCRIPTION: Full depth removal and replacement of pavement areas due to various failures to restore a level surface, including replacement of existing roadway markings.

WORK INCLUDES:

1. Set-up Traffic Control Devices.
2. Remove broken or deteriorated material.
3. Square edges.
4. Repair or replace compact base.
5. Tack edges.
6. Place asphalt and final layer even with adjoining pavement.
7. Clean up area.
8. Remove Traffic Control Devices.

ACTIVITY: FOG SEAL/SLURRY SEAL

ACTIVITY DESCRIPTION: Fog Seal or Slurry Seal of asphalt surfaces to extend the available use of the pavement in lieu of overlay.

WORK INCLUDES:

1. Set-up Traffic Control Devices.
2. Street sweep to remove debris from street.
3. Seal with Fog or Slurry.
4. Seal with crack sealant
5. Remove Traffic Control Devices.

ACTIVITY: GRINDING

ACTIVITY DESCRIPTION: Grinding asphalt concrete or Portland cement concrete pavement and roadway surfaces to eliminate trip hazards, in conformance with the California Storm Water Best Management Practices for grinding surfaces.

WORK INCLUDES:

1. Set-up Traffic Control Devices, including pedestrian detour(s).
2. Block storm drains.
3. Grind with abrasive grinding equipment utilizing diamond cutting blades.
4. Use a collection system to contain and collect all discharge water and dust.
5. Remove Traffic Control Devices, including pedestrian detour(s).

ACTIVITY: CURB, GUTTER, SIDEWALK, CROSS-GUTTER, ACCESS RAMP, DRIVEWAY INSTALLATIONS

ACTIVITY DESCRIPTION: Temporary repairs to eliminate trip hazards with AC patches and ramping, or remove and replace for permanent repairs with concrete.

The work includes minor grading, clearing & grubbing, conforming, construction of concrete flat work, curbs, access ramps, driveways, gutters, spandrels, and drains (including existing curb drains)

WORK INCLUDES:

1. Set-up Traffic Control Devices, including pedestrian detour(s).
2. Minor grading.
3. Clearing and grubbing.
4. Set forms as needed.
5. Concrete flat work.
6. Remove Traffic Control Devices, including pedestrian detour(s).

ACTIVITY: CURB PAINTING AND MISCELLANEOUS STRIPING

ACTIVITY DESCRIPTION: Paint curbs and asphalt surfaces to designate or identify restricted parking areas, driving lanes, highlight specific sections of curb such as bull noses, etc.

WORK INCLUDES:

1. Set-up Traffic Control Devices.
2. Mark out locations to be painted
3. Clean and prepare surface/place paint shields.
4. Paint with either hand roller or with airless spray gun.
5. Set cones until dry.
6. Clean up
7. Remove Traffic Control Devices.

ACTIVITY: DITCH CLEARING AND GRUBBING

ACTIVITY DESCRIPTION: Roadside ditch clean out includes removal of debris to ensure property drainage.

WORK INCLUDES:

1. Set-up Traffic Control Devices.
2. Establish grade for proper drainage.
3. Remove/move material for drainage purposes.
4. Remove debris from culvert ends.
5. Clean up.
6. Remove Traffic Control Devices.
7. Log total amount of debris removed.

ACTIVITY: CULVERT MAINTENANCE/CLEANING

ACTIVITY DESCRIPTION: Special projects or tasks not covered by other storm drain activities.

ACTIVITY: TRAFFIC CONTROL SIGN KNOCK-DOWN REPAIR

ACTIVITY DESCRIPTION: The repair and replacement of regulatory and warning traffic signs and non-regulatory street signs and posts.

WORK INCLUDES:

1. Set-up Traffic Control Devices.
2. Make repairs or perform maintenance.
3. Inspect to ensure property placement as per City/State standards.
4. Remove Traffic Control Devices.
5. Log activity as to what was done and where.

ACTIVITY: POT HOLE REPAIRS

ACTIVITY DESCRIPTION: Patching and repairing of potholes to temporarily repair small failures in the pavement and to eliminate potential surface hazards.

WORK INCLUDES:

1. Set-up Traffic Control Devices.
2. Remove any loose debris or failed material and dry pothole.
3. Square edges, as possible.
4. Apply tack coat (SSIH)/CRF.
5. Distribute AC and compact.
6. Clean up excess AC.
7. Remove Traffic Control Devices.

ACTIVITY: REMOVAL OF DEBRIS WITHIN THE TRAVEL LANES

ACTIVITY DESCRIPTION: Pick up and disposal of a variety of items that may fall off vehicles onto street during transit. Items may include but not be limited to chair, sofa cushions, lumber, fallen materials, car parts, etc.

WORK INCLUDES:

1. Set-up Traffic Control Devices.
2. Remove debris from travel lane.
3. Remove Traffic Control Devices.
4. Dispose of debris.
5. Log total amount of debris removed.

ACTIVITY: GRIND AND A/C INLAY

ACTIVITY DESCRIPTION: Grind out deteriorated asphalt and repair with hot mix asphalt.

WORK INCLUDES:

1. Set up traffic controls
2. Use an asphalt grinder to grind to a depth to remove deteriorated asphalt surface
3. Remove grindings from grind area with shovel
4. Sweep ground area with mechanical or manual broom
5. Tack edges and surface of ground area
6. Place hot mix asphalt, rake and level
7. Roll and compact patch
8. Place tack around seam of patch

ACTIVITY: CATCH BASIN CLEANING

ACTIVITY DESCRIPTION: Remove sediment and debris from inside catch basins

WORK INCLUDES:

1. Ensure Contractor has "Confined Space Entry Certification"
2. Remove manhole cover for catch basin
3. Place all sediment and debris in a plastic trash bag or other suitable container
4. Remove containers from basin and replace manhole cover
5. Remove bags of debris from site and dispose of properly

ACTIVITY: SINK HOLE REPAIR

ACTIVITY DESCRIPTION: Repair asphalt surfaces displaying a depression

WORK INCLUDES:

1. Set up traffic controls
2. Saw cutting the perimeter of the sunken area
3. Breaking up existing asphalt surface with a demo hammer or a jackhammer
4. Removal of broken up asphalt and base
5. Examine subgrade for moisture and or possible
6. Excavate as needed
7. Replace and compact subgrade and base materials
8. Tack edges and surface of ground area
9. Place hot mix asphalt, rake and level
10. Roll and compact patch
11. Place tack around seam of patch

ACTIVITY: GRADING

ACTIVITY DESCRIPTION: Minor grading along roadway shoulders, parkways or City owned lots.

WORK INCLUDES:

1. Set up traffic controls (if required)
2. Identify grading objectives (have surveyed if needed)
3. Use loader and gannon as necessary to achieve desired grade

Traffic Control shall be per the current Manual on Uniform Traffic Control Devices (MUTCD) at all times as necessary.

APPENDIX C

SAMPLE MAINTENANCE PROJECTS USED TO EVALUATE LOW BIDDER

These sample projects do not represent future work (actual or implied), they are for evaluation purposes only.

- Project 1: Asphalt Inlay: Grind 12 x 200 ft patch, 2" deep and replace a/c with 3/8" rock on arterial street (restricted work hours 9 a.m. to 3 p.m.). Replace 200 ft of white skip lane striping and 200 ft of double yellow lane striping.
- Project 2: Remove three full height curb and gutter spandrels and sidewalk and replace with three ADA compliant handicap ramps. All three ramps located at same residential intersection. Pedestrian access must be maintained at all times.
- Project 3: Clean out 6 different catch basins located in different parts of the City. Catch basins are typically 6' deep and 12' x 4' in dimension. They are filled with leaves, trash and sediment. All waste must be disposed of off-site. Contractor must have confined space entry procedures on file with the City.
- Project 4: Remove and replace 8,000 s.f. of PCC sidewalk at 12 different locations throughout the City. All sidewalk located in residential streets with normal work hours. Pedestrian access must be maintained properly at all times.
- Project 5: Remove and replace 20 s.f. of PCC sidewalk at one location on an arterial street.
- Project 6: Replace 200 feet of guardrail per Caltrans standard at one location.
- Project 7: Skin Patch 12,000 s.f. of arterial roadway. Replace 600 ft of double yellow striping and 600 ft of white skip lane striping.
- Project 8: Remove two full height curb and gutter spandrels and sidewalk and replace with two ADA compliant handicap ramps. Each ramp is at opposite ends of the City. Pedestrian access must be maintained at all times.

Use your current labor, rental rates and material costs (including mark-up) to provide job costs on the following proposal sheets for low bid evaluation:

Unit Definitions: LS = Lump Sum SF = Square Feet LF = Linear Feet

PROJECT ESTIMATION SHEETS

BID SCHEDULE

Project # 1

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1.	Mobilization	LS	1	\$	\$
2.	Traffic Control	LS	1	\$	\$
3.	Grind A/C 2" depth	SF	2400	\$	\$
4.	Install 3/8" rock asphaltic concrete AR 4000, in one lift in place complete	TONS	29	\$	\$
5.	Stripe, in three coats, 4" white broken lane line.	LF	200	\$	\$
6.	Stripe, in three coats, Yellow centerline stripe with 3" black center line.	LF	200	\$	\$
Total Schedule					\$

Project # 2

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1.	Mobilization	LS	1	\$	\$
2.	Traffic Control	LS	1	\$	\$
3.	Sawcut and Remove Existing Curb and Gutter	LF	75	\$	\$
4.	Sawcut and Remove existing PCC Sidewalk	SF	300	\$	\$
5.	Install ADA Compliant PCC Handicap Ramp	EA	3	\$	\$
6.	Slot Pave with Hot Mix AR 4000 formation cuts	SF	75	\$	\$
Total Schedule					\$

Project # 3

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1.	Mobilization	LS	1	\$	\$
2.	Traffic Control	LS	1	\$	\$
3.	Clean Catch Basin (Approx. 266 cf)	EA	6	\$	\$
Total Schedule					\$

Project # 4

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1.	Mobilization	LS	1	\$	\$
2.	Traffic Control	LS	1	\$	\$
3.	Saw cut and Remove Existing PCC Sidewalk	SF	8000	\$	\$
4.	Install 4" thick PCC Sidewalk	SF	8000	\$	\$
Total Schedule					\$

Project # 5

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1.	Mobilization	LS	1	\$	\$
2.	Traffic Control	LS	1	\$	\$
3.	Saw cut and Remove Existing PCC Sidewalk	SF	20	\$	\$
4.	Install 4" thick PCC Sidewalk	SF	20	\$	\$
Total Schedule					\$

Project # 6

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1.	Mobilization	LS	1	\$	\$
2.	Traffic Control	LS	1	\$	\$
3.	Remove Existing Guardrail	LF	200	\$	\$
4.	Install Guardrail per Caltrans Standard RSP A77E6	LF	200	\$	\$
Total Schedule				\$	

Project # 7

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1.	Mobilization	LS	1	\$	\$
2.	Traffic Control	LS	1	\$	\$
3.	Machine Sweep Entire Area to be Paved	SF	12000	\$	\$
4.	Spread 1" depth of Type D@ Asphalt mixture per Greenbook Std 302-5.5	SF	12000	\$	\$
5.	Stripe, in three coats, 4" white broken lane line.	LF	600	\$	\$
6.	Stripe, in three coats, Yellow centerline stripe with 3" black center line.	LF	600	\$	\$
Total Schedule				\$	

Project # 8

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1.	Mobilization	LS	1	\$	\$
2.	Traffic Control	LS	1	\$	\$
3.	Saw cut and Remove Existing Curb and Gutter	LF	48	\$	\$
4.	Saw cut and Remove existing PCC Sidewalk	SF	200	\$	\$
5.	Install ADA Compliant PCC Handicap Ramp	EA	2	\$	\$
6.	Slot Pave with Hot Mix AR 4000 formation cuts	SF	48	\$	\$
Total Schedule					\$

Project Totals

Project # 1 Subtotal	\$
Project # 2 Subtotal	\$
Project # 3 Subtotal	\$
Project # 4 Subtotal	\$
Project # 5 Subtotal	\$
Project # 6 Subtotal	\$
Project # 7 Subtotal	\$
Project # 8 Subtotal	\$
Projects Grand Total	\$

Grand Total in Words

Name of Contractor

**APPENDIX D
SAMPLE CONTRACT**

Project Name: Annual Street Maintenance Services 2018-2019

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

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

WHEREAS, this Service Provider will be providing annual street maintenance services; and

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

WHEREAS, Service Provider was recommended for award based on response to request for sealed bids; and

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

WHEREAS, the City Council, on this ____ day of June, 2018, approved this Agreement and authorized the City Manager to execute this Agreement per the Goleta Municipal Code 3.05.240.

The City and Service Provider agree as follows:

1. RETENTION OF SERVICE PROVIDER

City hereby retains Service Provider, and Service Provider hereby accepts such engagement, to perform on-call street maintenance and repair services at various City facilities, as requested. Service Provider warrants it has the qualifications, experience, State license and facilities to properly and timely perform said services.

2. COMPENSATION AND PAYMENT

(a) **Maximum and Rate.** The total compensation earned by or payable to the Service Provider, by the City, for any and all services under this Agreement are estimated to be **\$150,000 annually** for a term of 3 years, and **SHALL NOT EXCEED** the sum of **\$450,000** over the life of the contract, and shall be earned on the following basis:

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

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

3. CITY PROJECT MANAGER AND SERVICES BY CITY

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

4. PROGRESS AND COMPLETION

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

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

5. CONTRACT PERFORMANCE

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

Ability to Perform. The Service Provider warrants that it possesses, or has arranged

through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, city, and special district laws, ordinances, and regulations.

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

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

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

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

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

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

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

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

Work Delays. Should the Service Provider be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or

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

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

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

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

6. TERM

This agreement shall expire on **June 30, 2021**. The City may elect to extend the term of the agreement for a maximum number of two (2) one-year (1) year terms by written notification by the City's Project Manager to the Service Provider within 60 days prior to the expiration date of the agreement.

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than Service Provider's drafts, notes and internal memorandum), including duplication of same prepared by Service Provider in the performance of these services, shall become the property of the City upon termination of the consulting services pursuant to this

Agreement and upon payment in full of all compensation then due Service Provider. If requested by the City, all, or the designated portions of such, shall be delivered to the City. The City agrees to hold the Service Provider harmless from all damages, claims, expenses and losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of the Service Provider is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBSERVICE PROVIDER

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

- Company, Contact Person, Service Provided

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

9. HOLD HARMLESS AND INDEMNITY

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

(b) Defense and Indemnity of Third Party Claims/Liability. Service Provider shall investigate, defend, and indemnify the City, its elected officials, officers and employees, from any claims, lawsuits, demands, judgments and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark,

professional errors and omissions arising out of, directly or indirectly, an error, a negligent act or negligent omission of the Service Provider or of Service Provider's subcontractor, or the willful misconduct of the Service Provider or Service Provider's Service Providers/subcontractor, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions in law or equity concerning any activity, product or work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related to such litigation.

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

10. INSURANCE

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

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.
- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate.

Liability insurance policies required to be provided by Service Provider hereunder shall

contain or be endorsed to contain the following provisions:

- a) CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. Service Provider agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- d) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- e) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- f) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit Service Provider, or Service Provider's employees, or agents, from waiving the right of recovery prior to a loss. Service Provider waives its right of recovery against CITY.
- g) Service Provider agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- h) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by Service Provider hereunder. Any failure, actual or alleged, on the part of

CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by Service Provider or CITY will withhold amounts sufficient to pay premium from Service Provider payments.

- i) Service Provider agrees to provide immediate notice to CITY of any claim or loss against Service Provider arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

11. RELATION OF THE PARTIES

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

12. TERMINATION BY CITY

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

13. CORRECTIONS

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

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by Service Provider of the final payment made under this

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

15. WAIVER; REMEDIES CUMULATIVE

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

16. CONFLICT OF INTEREST

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

17. GOVERNING LAW; CAPTIONS; ENTIRE AGREEMENT BETWEEN PARTIES

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. Wherever

required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa. The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement. Except for Service Provider's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering or services, and contains all of the covenants and agreements between the parties with respect to said services. Any modifications of this Agreement will be effective only if it is in writing and signed by the party to be charged.

18. NOTICES

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

TO CITY:

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

TO SERVICE PROVIDER:

TBD

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

CITY OF GOLETA

SERVICE PROVIDER

Michelle Greene, City Manager

By:
Title:

ATTEST:

Deborah Lopez, City Clerk

By:
Title:

APPROVED AS TO FORM

Winnie Cai, Deputy City Attorney

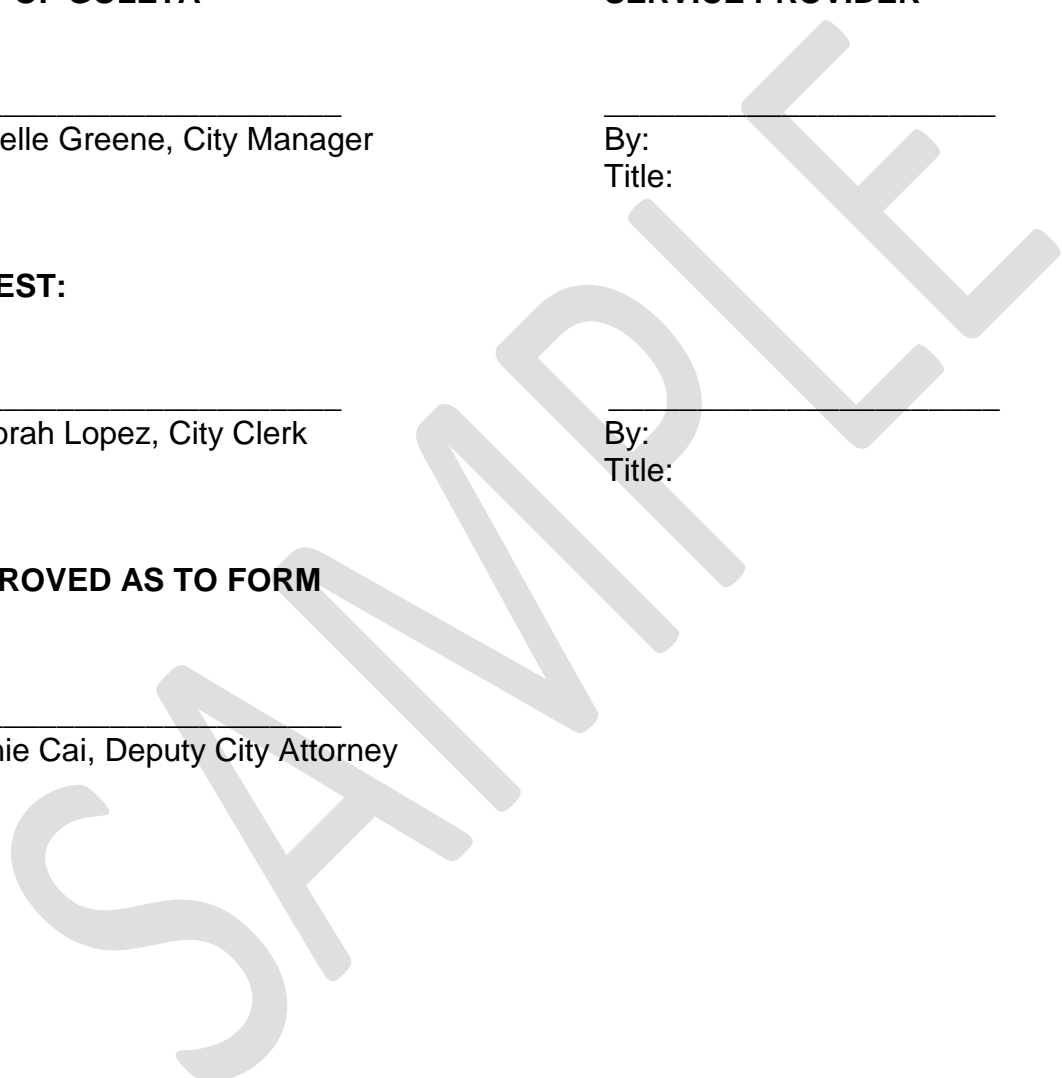


EXHIBIT A

SCHEDULE OF FEES

LABOR & MATERIALS BOND

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

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

PRINCIPAL and _____, a corporation incorporated under the laws of the State of _____ and licensed by the State of California to execute bonds and undertakings as sole surety ("SURETY"), are held and firmly bound unto the CITY in the sum of two hundred thousand dollars (\$150,000.00), (100% of anticipated annual value of the contract), lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond, for the payment of which sum PRINCIPAL and SURETY bind themselves, their successors, and assigns, jointly and severally, by this instrument.

BOND CONDITIONS

1. PRINCIPAL will construct the public improvements ("Project") identified in the Contract. Such performance will be in accordance with the Contract Documents identified in the Contract, which are hereby incorporated and made a part of this bond. City has estimated the required amount of the bond as shown above.
2. If PRINCIPAL, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Section 9100 of the California Civil Code, or any amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, SURETY will pay for the same in an amount not exceeding the penal sum specified in this bond.
3. This bond shall inure to the benefit to any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond. In case suit is successfully brought upon this bond, SURETY further agrees to pay all reasonable attorneys' fees and costs in an amount fixed by the court.

4. This bond is conditioned upon and guarantees due compliance with all applicable law including, without limitation, the Goleta Municipal Code (“GMC”).
5. SURETY, for value received, agrees that no changes, extensions of time, alteration or modification of the Contract or of the obligations to be performed thereunder will in any way affect its obligation on this bond, and waives notice of any such change, extension of time, alteration or modification of the Contract or of the obligations to be performed. Furthermore, SURETY expressly waives the provisions of California Civil Code Sections 2845 and 2849.
6. This bond consists of this instrument; the Contract and Contract Documents referenced above; and the following two (2) attached exhibits all of which are incorporated herein by reference:
 - A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so; and
 - B. A certificate issued by the county clerk for the county in which SURETY’s representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY’s certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.
7. Should PRINCIPAL perform its obligations within the time allowed, PRINCIPAL’s obligation will be void upon the acceptance of the performance by CITY; otherwise this obligation will remain in full force and effect.

[Signatures on the following page.]

SIGNED AND SEALED this _____ day of _____, 201__.

PRINCIPAL:

SURETY:

PRINCIPAL's MAILING ADDRESS:

SURETY's MAILING ADDRESS:

(Signature of authorized officer)

(Signature of authorized officer)

(Name and Title)

(Name and Title)

(Signature of authorized officer)

(Signature of authorized officer)

(Name and Title)

(Name and Title)

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