CITY OF GOLETA

CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS

FOR

FAIRVIEW AVENUE SIDEWALK INFILL AT STOW CANYON ROAD

By _____________________

Charles W Ebeling P.E., T.E.
Public Works Director

Bid Number: 05-18

Bid Opening: December 12, 2018

For use with
Standard Specifications for Public Works Construction “Greenbook” 2015

November 2018
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SECTION</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>NOTICE INVITING SEALED BIDS</td>
<td>A</td>
</tr>
<tr>
<td>BIDDING INSTRUCTIONS</td>
<td>B</td>
</tr>
<tr>
<td>ATTACHMENT A TO BIDDING INSTRUCTIONS – EQUAL SUBSTITUTION REQUEST FORM</td>
<td></td>
</tr>
<tr>
<td>PROPOSAL</td>
<td>C</td>
</tr>
<tr>
<td>CONTRACT</td>
<td>D</td>
</tr>
<tr>
<td>1. CONTRACT</td>
<td></td>
</tr>
<tr>
<td>2. PERFORMANCE BOND FORM</td>
<td></td>
</tr>
<tr>
<td>3. PAYMENT BOND FORM</td>
<td></td>
</tr>
<tr>
<td>Standard Specifications for Public Works Construction “Greenbook” 2015, are incorporated by reference - not provided</td>
<td></td>
</tr>
<tr>
<td>CITY GENERAL PROVISIONS</td>
<td>E</td>
</tr>
<tr>
<td>Section E – GENERAL PROVISIONS</td>
<td>E-1</td>
</tr>
<tr>
<td>Section 1 – Terms, Definitions, Abbreviations, Units of Measure, and Symbols</td>
<td>E-1</td>
</tr>
<tr>
<td>Section 2 – Scope and Control of Work</td>
<td>E-1</td>
</tr>
<tr>
<td>Section 3 – Changes in Work</td>
<td>E-1</td>
</tr>
<tr>
<td>Section 4 – Control of Materials</td>
<td>E-2</td>
</tr>
<tr>
<td>Section 5 – Utilities</td>
<td>E-3</td>
</tr>
<tr>
<td>Section 6 – Prosecution, Progress and Acceptance of the Work</td>
<td>E-3</td>
</tr>
<tr>
<td>Section 7 – Responsibilities of the Contractor</td>
<td>E-16</td>
</tr>
<tr>
<td>Section 8 – Facilities for Agency Personnel</td>
<td>E-18</td>
</tr>
<tr>
<td>Section 9 – Measurement and Payment</td>
<td>E-18</td>
</tr>
</tbody>
</table>
CITY SPECIAL PROVISIONS

SECTION F1 – GENERAL CONSTRUCTION INFORMATION & REQUIREMENTS

SECTION 5 – UTILITIES

SECTION 6 – PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR

SECTION 9 – MEASUREMENT AND PAYMENT

SECTION F2 – CONSTRUCTION MATERIALS

SECTION 203 – BITUMINOUS MATERIALS
SECTION 212 – WATER & SEWER SYSTEMS
SECTION 216 – PRECAST REINFORCED CONCRETE BOX

Section F3 – CONSTRUCTION METHODS

SECTION 300 – EARTHWORK
SECTION 302 – ROADWAY SURFACING
SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION
SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

SECTION F6 – TEMPORARY TRAFFIC CONTROL
This Page Left Intentionally
November 15, 2018

Subject: Invitation for Bid (IFB) for Construction of the Fairview Avenue Sidewalk Infill at Stow Canyon Road

To Whom It May Concern:

The City of Goleta Public Works Department invites you to submit a Bid Proposal to perform: construction of a road widening, sidewalk curb and gutter and associated improvements project, see attached plan. The Work to be performed under this Contract shall consist of furnishing all tools, equipment, materials supplies and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water and essential communications, and performing all work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete, and all work materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the Work in good faith shall be provided by the Contractor as though originally so indicated, at no increased cost to the Owner.

The work to be performed under this Contract is located in the City of Goleta and involves widening the existing street, adding a class 2 bicycle lane and installing new sidewalk, curb and gutter along Fairview Avenue from Stow Canyon Road to 370 south of Stow Canyon Road. The following summarizes the major project components of work:

1. Mobilization, demobilization, bonds & insurance.
2. Project safety.
3. Traffic control:
   - Contractor shall provide temporary traffic control for construction staging area and pedestrian barricades. Temporary traffic control for staging area shall comply with California MUTCD and the project plans.
4. Demolition
   - Sawcut and remove existing AC paving at locations indicated on the plans
5. Sidewalk Improvements
   - Install new sidewalk, curb and gutter
   - Install (2) ADA ramps
6. Drainage
   - Install drainage treatment tree wells as indicated on plans
7. Paving
   - Place hot mix asphalt in lifts as indicated on plans
8. Paint Striping/Signage
   - Install paint striping and signage as indicated on plans
SELECTION PROCESS

Bid proposals must be prepared on the approved bid forms in conformance with the “Proposal Instructions” contained in Section A. A contract may only be awarded to the lowest responsive and responsible bidder that holds a valid Class “A” Contractor’s license or appropriate specialty licensing in accordance with the provisions of the California Business and Professions Code.

PROPOSAL SUBMITTAL

1. One (1) copy of the proposal shall be submitted to CITY. Proposals must be received no later than 3:00 p.m., December 12, 2018 at the following address:
   - City of Goleta
   - 130 Cremona Drive, Suite B
   - Goleta, CA 93117
   - Attention: Melissa Angeles, Senior Engineering Technician

2. Late Submittal. A proposal is late if received at any time after 3:00 p.m. (according to date stamp) Wednesday, December 12, 2018. Proposals received after 3:00 p.m., Wednesday, December 12, 2018 will not be considered and will be returned to the proposer unopened and marked "LATE PROPOSAL."

3. Bid Proposal Property. All bid proposals become the property of CITY upon submission. Although CITY intends to keep all proposals confidential (with the exception of the successful proposal which becomes public information upon acceptance by CITY), CITY will not be responsible for materials obtained by other parties without the consent of the proposer.

4. Amendments to Request For Proposal (RFP). CITY reserves the right to amend the RFP by addendum. If necessary the proposal submittal deadline will be extended to allow proposers additional time to respond to an RFP addendum.

5. Non-Commitment of CITY. This RFP does not commit CITY to award a Contract, to pay any costs incurred in the preparation of a bid proposal for this request, or to procure or contract for services. CITY reserves the right to accept or reject any or all bid proposals received as a result of this request, or to modify or cancel in part or in its entirety the RFP, if CITY determines it is in the best interests of the CITY to do so.
6. **Inquiries.** Inquiries concerning this IFB should be directed to:

City of Goleta, Department of Public Works  
Melissa Angeles, Senior Engineering Technician  
mangeles@cityofgoleta.org  
(805) 690-5122

Sincerely,

Melissa Angeles, Senior Engineering Technician  
Department of Public Works

Attachments:

BIDDING DOCUMENTS:
- SECTION A – Notice Inviting Sealed Bids  
- SECTION B – Bidding Instructions  
- SECTION C – Bid Proposal  
- SECTION D – Sample Contract  
- SECTION E – City General Provisions  
- SECTION F – Special Provisions  
- SECTION G – Fairview Avenue Sidewalk Infill at Stow Canyon Road Project Plans
SECTION A

NOTICE INVITING SEALED BIDS
SECTION A NOTICE INVITING SEALED BIDS

NOTICE INVITING SEALED BIDS
FOR THE CONSTRUCTION OF
FAIRVIEW AVENUE SIDEWALK INFILL AT STOW CANYON ROAD
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 Wednesday December 12, 2018, and will be publicly opened and read aloud promptly thereafter. Faxes or any electronic format is not acceptable.


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 widen existing road section, install new concrete sidewalk, curb and gutter, driveway, spandrel/cross gutter, ADA access ramps, drainage improvements, paint striping and signage within the City of Goleta, CA. The contract period is 60 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 FAIRVIEW AVE. SIDEWALK INFILL AT STOW CANYON RD. 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](http://www.cityofgoleta.org).

CITY OF GOLETA

[Signature]
Deborah S. Lopez, City Clerk
SECTION

B

BIDDING INSTRUCTIONS
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 mangeles@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 FAIRVIEW AVENUE SIDEWALK INFILL AT STOW CANYON ROAD. 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 the Bidding Documents, within ten (10) days after receiving the City’s
notification, or the City determines that the Bidder is not financially or otherwise qualified to perform the contract, the City may reject such Bidder’s Bid and select the next apparent lowest responsible Bidder, until all bids are exhausted, or 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
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 10 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
FAIRVIEW AVENUE SIDEWALK INFILL AT STOW CANYON ROAD PROJECT

Bids will be received until December 12, 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 Melissa Angeles at telephone number (805) 690-5122 or e-mail at mangeles@cityofgoleta.org.

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


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 _________________
FAIRVIEW AVENUE SIDEWALK INFILL AT STOW CANYON ROAD 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 FAIRVIEW AVENUE SIDEWALK INFILL AT STOW CANYON ROAD PROJECT

## BID SCHEDULE

<table>
<thead>
<tr>
<th>ITEM No</th>
<th>ITEM DESCRIPTION</th>
<th>PAYMENT REFERENCE</th>
<th>TOTAL QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>MOBILIZATION, BONDS, AND INSURANCE</td>
<td>9-3.4</td>
<td>1</td>
<td>LS</td>
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<td>2</td>
<td>TRAFFIC CONTROL</td>
<td>600 &amp; 601</td>
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<td>3</td>
<td>WATER POLLUTION CONTROL PROGRAM</td>
<td>7-8.6.5</td>
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<td>4</td>
<td>CLEARING AND GRUBBING</td>
<td>300-1.4</td>
<td>1</td>
<td>LS</td>
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<td>5</td>
<td>UNCLASSIFIED (ROADWAY) EXCAVATION</td>
<td>300-2.9</td>
<td>334</td>
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<td>6</td>
<td>UNCLASSIFIED FILL (EMBANKMENT)</td>
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<td>16</td>
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<tr>
<td>7</td>
<td>HOT MIX ASPHALT</td>
<td>302-5.9</td>
<td>290</td>
<td>TON</td>
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<td>8</td>
<td>CLASS 2 AGGREGATE BASE</td>
<td>301-2.4</td>
<td>350</td>
<td>CY</td>
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<td>9</td>
<td>SLURRY SEAL (TYPE II)</td>
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<td>2,700</td>
<td>SF</td>
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<td>10</td>
<td>REMOVE EXISTING STRIPING AND MARKINGS</td>
<td>314-2.3, 314-3.3</td>
<td>1</td>
<td>LS</td>
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<td>11</td>
<td>CURB AND GUTTER</td>
<td>303-5.9</td>
<td>405</td>
<td>LF</td>
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<tr>
<td>12</td>
<td>RETAINING CURB</td>
<td>303-5.9</td>
<td>60</td>
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<td>13</td>
<td>DRIVEWAY</td>
<td>303-5.9</td>
<td>380</td>
<td>SF</td>
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<td>14</td>
<td>SIDEWALK</td>
<td>303-5.9</td>
<td>2,385</td>
<td>SF</td>
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<td>15</td>
<td>CURB RAMP</td>
<td>303-5.9</td>
<td>655</td>
<td>SF</td>
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<td>16</td>
<td>CROSS GUTTER AND SPANDREL</td>
<td>303-5.9</td>
<td>765</td>
<td>SF</td>
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<td>17</td>
<td>REMOVE TREE</td>
<td>300-1.4</td>
<td>3</td>
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<td>18</td>
<td>RESET ROADSIDE SIGN</td>
<td>314-6.3</td>
<td>3</td>
<td>EA</td>
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<td>19</td>
<td>RELOCATE MAILBOX</td>
<td>314-7.3</td>
<td>1</td>
<td>EA</td>
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<td>20</td>
<td>BIORETENTION UNIT</td>
<td>216-4.10</td>
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<td>21</td>
<td>STRIPING - DETAIL 9 (PAINTED)</td>
<td>314-4.4.7</td>
<td>910</td>
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<td>STRIPING - DETAIL 38 (PAINTED)</td>
<td>314-4.4.7</td>
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<td>23</td>
<td>STRIPING - DETAIL 39 (PAINTED)</td>
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<td>LF</td>
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<td>24</td>
<td>STRIPING - DETAIL 39A (PAINTED)</td>
<td>314-4.4.7</td>
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<td>25</td>
<td>12” WHITE LINE (THERMOPLASTIC)</td>
<td>314-4.4.6</td>
<td>66</td>
<td>LF</td>
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<td>26</td>
<td>PAVEMENT MARKINGS (PAINTED)</td>
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<td>27</td>
<td>RETROREFLECTIVE PAVEMENT MARKERS (TYPE C)</td>
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<td>20</td>
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<td>28</td>
<td>RETROREFLECTIVE PAVEMENT MARKERS (TYPE G)</td>
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<td>29</td>
<td>WATER METER BOX INCLUDING EXTENSION</td>
<td>306-5.8</td>
<td>2</td>
<td>EA</td>
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<td>30</td>
<td>2” BACKFLOW ASSEMBLY</td>
<td>306-15.8</td>
<td>1</td>
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<tr>
<td>31</td>
<td>RESET SURVEY MONUMENT</td>
<td>309-4</td>
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<td>EA</td>
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<td>32</td>
<td>ADJUST UTILITY LID TO FINISHED SURFACE</td>
<td>216-9.3</td>
<td>1</td>
<td>EA</td>
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<td></td>
</tr>
</tbody>
</table>

## 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:

<table>
<thead>
<tr>
<th>Work to be Performed</th>
<th>Subcontractor License Number</th>
<th>Percent of Total Bid</th>
<th>Subcontractor’s Name &amp; Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
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)
BIDDER’S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

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

1. Have you ever been disqualified from any government contract?
   Yes ☐ No ☐

2. If yes, explain the circumstances:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Signature and Title of Bidder or Authorized Representative
BID BOND
FOR THE
FAIRVIEW AVENUE SIDEWALK INFILL AT STOW CANYON ROAD 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
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 60 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](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 Indemnities 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.

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

___________________________________

___________________________________

___________________________________

D - 13
PERFORMANCE BOND
FOR THE
FAIRVIEW AVENUE SIDEWALK INFILL AT STOW CANYON ROAD 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
FAIRVIEW AVENUE SIDEWALK INFILL AT STOW CANYON ROAD 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:

PRINCIPAL’s MAILING ADDRESS:

________________________________________

________________________________________

________________________________________

________________________________________

(Signature of authorized officer)  
(Name and Title)

SURETY:

SURETY’s MAILING ADDRESS:

________________________________________

________________________________________

________________________________________

________________________________________

(Signature of authorized officer)  
(Name and Title)

(Signature of authorized officer)  
(Name and Title)

(Signature of authorized officer)  
(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.
SECTION

E

GENERAL PROVISIONS
SECTION E GENERAL PROVISIONS

Standard Specifications


Modifications to Standard Specifications

Section 1 – No changes.

Section 2 – Scope and Control of 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 Sixty (60) 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.
# Progress Payment Request

**CITY OF GOLETA, CA**  
Public Works Department  
*Construction Contract*  
*Progress Payment Request*

<table>
<thead>
<tr>
<th>From: Contractor</th>
<th>Date: ____________________</th>
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<td>Address</td>
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| To: CITY OF GOLETA Public Works Department  
130 Cremona Drive, Suite B  
Goleta, California 93117 | Project Name |
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<tbody>
<tr>
<td></td>
<td>Fairview Avenue Sidewalk Infill at Stow Canyon Road Project</td>
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<table>
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<tr>
<th>Original Contract Amount:</th>
<th>$</th>
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<tr>
<td>Approved Change Orders through #:</td>
<td>$</td>
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</table>

| 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.

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<tr>
<th>Signature</th>
<th>Print Name</th>
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<tr>
<th>Title</th>
<th>Date</th>
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</table>
CITY OF GOLETA, CA  
Public Works Department
Construction Contract  
Progress Payment Request - Detail

Date: ___________________________  Payment Request No: ___________________________  Contract No.: ___________________________

Contractor: ___________________________

Project Name: Fairview Avenue Sidewalk Infill at Stow Canyon Road Project

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>BID QUANTITY</th>
<th>UNIT/FIRM PRICE</th>
<th>IN PLACE THIS PERIOD QTY. OR % EXTN.</th>
<th>IN PLACE TOTAL QTY. OR % EXTN.</th>
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Contractor Signature ___________________________  Date ___________________________  Inspector Signature ___________________________  Date ___________________________
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<tr>
<th>Bid Item #</th>
<th>Item Description</th>
<th>Variance</th>
<th>Total</th>
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**ATTACH ADDITIONAL SHEETS IF NECESSARY**

**Contractor Signature**

**Inspector Signature**

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

Construction Contract  
Final Release Payment  

| From: ______________________________ | Date: ____________________________ |
| Contractor |  |
| Contract No. ________________________ |  |
| Address |  |
|  |

Payment Request No. ________________  

Project Name: Fairview Avenue Sidewalk Infill at Stow Canyon Road 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.
Post-Construction Waste Reduction & Recycling Summary Report

**Diversion Requirement:** Reduce quantity of materials disposed at landfills by 65% or more.

**Column A:** List estimated quantities of waste for each material type (in tons). To convert material quantities to tons, use the Materials Conversion Worksheet provided in your packet.

**Columns B, C, D:** List estimated quantities reused, recycled, or disposed.

**Column E:** State the name of all vendors or facilities to be used to reuse, recycle or dispose of material listed. See example below for cases where more than one facility will be used for a particular material type.

**Column Totals:** Add up all quantities listed in Column A. Do the same for Columns B, C and D.

### Waste Reduction & Recycling Summary REPORT (WRRS Report)

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

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

8. Is the percentage listed in #7 greater than or equal to 65%? [ ] YES [ ] NO - If “NO” please explain why:

________________________________________

________________________________________

9. Print Name: ____________________________ Signature: ______________________ Date: ___/___/___
CLOSEOUT AGREEMENT AND RELEASE OF CLAIMS

THIS AGREEMENT AND RELEASE OF CLAIMS (Agreement) is made in Goleta, California, this _______ day of __________, _______, by and between the City of Goleta, (Owner), and ___________________________________ (Contractor).

KNOW ALL PERSONS BY THESE PRESENTS:

1. That the undersigned, as the authorized representative of Contractor, and for each of its successors, assigns and partners, for and in consideration of __________________________ ($___________), for the original Contract amount, and the sum of __________________________ ($___________) for Contract Change Orders Nos.(1) through ______ (___), receipt of which is acknowledged, does release and forever discharge Owner, and each of its successors, assigns, council members, officers, agents, servants, volunteers and employees, from any and all rights, claims, causes of action, demands, debts, obligations, liabilities, actions, damages, costs and expenses (including but not limited to attorneys’, paralegal and experts’ fees, costs and expenses) and other claims, which may be asserted against Owner by reason of any matter or thing which was the subject matter of or basis for:

   A. The performance of all terms and conditions of that certain agreement dated _________________, for Owner, project described as FAIRVIEW AVENUE SIDWALK INFILL AT STOW CANYON ROAD

   B. Change Orders Nos. one (1) through ______ (___), as approved by the parties, pertaining to Purchase Order No. _____ and shown in Payment Request No. ___________ (___), dated ________________.

2. Nothing contained in this Agreement shall waive or alter the rights, privileges, and powers of Owner or the duties, liabilities and obligations of Contractor and its surety(ies) in respect to any portion of the Contract.

3. Owner has received the following claims from Contractor _________________

   Except as expressly provided in this section, Owner has received no other claims from Contractor.

4. Upon execution of this Agreement, Owner agrees to promptly record a Notice of Completion with the Santa Barbara County Recorder.

5. Contractor and Owner agree that the total adjusted Contract Price and time of performance after the execution of change orders, is as follows:

   Original Contract Price $___________________
   Original Calendar Days __________________ days
   Adjusted Contract Price $___________________
   Adjusted Calendar Days __________________ days
6. The current amount owing to Contractor is:
   Adjusted Contract Price: $__________________
   Less: Amount Previously Paid $(_____________________
   (Request Nos. 1 through ___) $_____________________
   Retention $(_____________________
   BALANCE: $_____________________

The retention will be released to Contractor at the expiration of thirty-five (35) calendar days after the date of recording a Notice of Completion with the Santa Barbara County Recorder or when all stop notices have been released, whichever last occurs. The release provided pursuant to this Agreement shall not apply to Contractor’s right to the retention amount until and to the extent such amounts are received by Contractor.

7. It is understood and agreed by Contractor that the facts with respect to which the release provided pursuant to this Agreement is given may turn out to be other than or different from the facts as now known or believed to be, and Contractor expressly assumes the risk of the facts turning out to be different than they now appear, and agrees that the release provided pursuant to this Agreement shall be, in all respects, effective and not subject to termination or rescission by any such difference in facts and Contractor expressly waives any and all rights it has or may have under California Civil Code Section 1542, which provides as follows:

   "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the Release which if known by him must have materially affected his settlement with the debtor."

8. The release made by Contractor is not to be construed as an admission or admissions of liability and Contractor denies any such liability. Contractor agrees that it will forever refrain and forebear from commencing, instituting or prosecuting any lawsuit, action or other proceeding against Owner based on, arising out of, or in any way connected with the subject matter of this release.

9. Except as specifically provided in this Agreement, the Contractor releases Owner from all claims, including but not limited to those of its Subcontractors for all delay and impact costs, if any.

10. The Contractor represents and warrants to Owner that Contractor has not assigned or transferred or purported to assign or transfer to any person, firm, corporation, association or entity any of the rights, claims, warranties, demands, debts, obligations, liabilities, actions, causes of action, damages, costs, expenses and other claims and Contractor agrees to indemnify and hold harmless Owner, its successors, assigns, council members, officers, agents, servants, volunteers and employees, from and against, without limitation, any and all rights, claims, warranties, demands, debts, obligations, liabilities, actions, causes of action, damages, costs, expenses and other claims, including but not limited to attorneys', paralegal and experts' fees, costs and
expenses arising out of or connected with any such assignment or transfer or purported assignment or transfer.

11. The parties acknowledge that they have been represented by counsel of their own choice in connection with the preparation and execution of this Agreement. The parties acknowledge and represent that they understand and voluntarily consent and agree to each and every provision contained in this Agreement.

12. The persons executing this Agreement represent and warrant to the other party that the execution and performance of the terms of this Agreement have been duly authorized by all individual, corporate, partnership, or other entity requirements and that such persons have the right, power, legal capacity and authority to execute and enter into this Agreement.

13. The parties further acknowledge and represent that no promise, inducement or agreement, not expressed in this Agreement, have been made and that, with respect to the matters considered, this Agreement contains the entire agreement among the parties and that the terms of the Agreement are contractual and not a mere recital.

CITY OF GOLETA

__________________________
Michelle Greene, City Manager

CONTRACTOR

__________________________
By/Title

ATTEST:

__________________________
Deborah S. Lopez, City Clerk

__________________________
Charles W. Ebeling, City Engineer

APPROVED AS TO FORM

__________________________
Contractor's License No.

__________________________
Winnie Cai, Deputy City Attorney
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 – Responsibilities 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 charged bank in this state as the escrow agent, who shall then pay such moneys to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.

Alternatively, the contractor may request and the 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.

In addition, the owner will retain 15 percent of the unit price for pipe installation and lateral reconnection until surface restoration is completed. The Engineer will withhold payment on any section of pipe that has visible leaks or has failed the air pressure test until such defects have been corrected and the pipeline has passed the air pressure test.

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

SPECIAL PROVISIONS
SPECIAL PROVISIONS
FAIRVIEW AVENUE SIDEWALK INFILL AT STOW CANYON ROAD

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

Prepared by:

[Signature]
Cara Martinez, PE
Associate Engineer
Cannon

Approved by:

[Signature]
Charles W. Ebeling, P.E., T.E.
Public Works Director
City of Goleta

10/8/2018
The work provided herein shall be in accordance with the Standard Specifications for Public Works Construction 2015 (Greenbook). In case of conflict between the Standard Specifications and these modifications, the modified provisions shall control.

SECTION F1 – GENERAL CONSTRUCTION INFORMATION AND REQUIREMENTS

SECTION 5 – UTILITIES

Add to Section 5-1.1 General

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. 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.

All utility boxes, valve covers, vaults, and manhole rings shall be installed by the Contractor with a minimum 6" wide black dyed concrete collar.

Replace Section 5-1.2 PAYMENT

Payment for utility location by the Contractor is included in the various contract bid items and no additional compensation will be allowed therefor.

SECTION 6 – PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

Add to Section 6-1.1 Construction Schedule

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

Add to Section 6-9 Liquidated Damages

Description of work parts subject to specific Liquidated Damages:
The work part failures, time frame requirements, and liquidated damages are as follows:
<table>
<thead>
<tr>
<th>Work Part</th>
<th>Time Frame</th>
<th>Liquidated Damage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Failure to open lanes by 4:30 p.m. and as called for in the Summary of Quantities for all phases of work.</td>
<td>For each hour or part thereof</td>
<td>$200 per lane</td>
</tr>
<tr>
<td>Failure to perform work on a scheduled and noticed street</td>
<td>Per occurrence</td>
<td>$300 per street</td>
</tr>
<tr>
<td>Failure to post and notify businesses and residents a minimum of 72 hours in advance of scheduled work</td>
<td>Per occurrence</td>
<td>$300 per street</td>
</tr>
<tr>
<td>Failure to place &quot;No Parking&quot; signs at specified intervals</td>
<td>Per occurrence</td>
<td>$300 per street</td>
</tr>
<tr>
<td>Failure to place first coat of paint for cross walks, stop bars and legends prior to opening a street to traffic</td>
<td>For each day or part thereof</td>
<td>$300 per street</td>
</tr>
<tr>
<td>Failure to place third and final coat of paint for traffic striping and markings within three weeks of slurry seal</td>
<td>For each day or part thereof</td>
<td>$300 per street</td>
</tr>
<tr>
<td>Failure to complete punch list items of work within five working days of punch list receipt</td>
<td>For each day or part thereof</td>
<td>$300 per street</td>
</tr>
<tr>
<td>Failure to provide flagmen, construction signage and traffic control in conformance with 2012 California MUTCD.</td>
<td>For each occurrence</td>
<td>$500 per day</td>
</tr>
<tr>
<td>Failure to provide a non-working Foreman for all phases of work</td>
<td>For each day or part thereof</td>
<td>$1,000 per day</td>
</tr>
<tr>
<td>Failure to have traffic control in-place prior to commencement of any phase of work</td>
<td>For each day or part thereof</td>
<td>$1,000 per street</td>
</tr>
<tr>
<td>Failure to clean worksite of all construction materials and debris at the end of each work day.</td>
<td>For each day or part thereof</td>
<td>$200 per street</td>
</tr>
<tr>
<td>Failure to sweep street at Engineer’s request</td>
<td>For each day or part thereof</td>
<td>$200 per street</td>
</tr>
<tr>
<td>Failure to complete the project within Contract Period</td>
<td>Notice To Proceed</td>
<td>$1,500 per each consecutive calendar day in excess of the Contract Period</td>
</tr>
</tbody>
</table>
SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR

Add to Section 7-8.6.1 General

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

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

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

The Contractor shall provide a monitoring log of each inspection.

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

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

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

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

**Replace Section 7-8.6.5 Payment**

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

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

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

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

**SECTION 9 – MEASUREMENT AND PAYMENT**

**Add to Section 9-3.4 Mobilization**

Mobilization shall be as defined in Section 1-1.07B Glossary of the Caltrans Specifications 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. Partial payments for Mobilization will be made per Public Cont. Code §10264.
SECTION F2 – CONSTRUCTION MATERIALS
SECTION 203 – BITUMINOUS MATERIALS

Add to Section 203-5.1 General
Slurry seal shall be Type II EAS. All pavement striping and markings shall be removed from the surface prior to the slurry seal.

Add to Section 203-6.4.1 Class and Grade
The class of combined aggregate grading shall be Class C2 or D2 as shown on the Typical Sections. The grade of asphalt shall be PG 64-10.

Base Courses: Class C2
Leveling Courses: Class D2
Surface Courses: Class C2

SECTION 212 – WATER AND SEWER SYSTEM VALVES AND APPURtenances

Replace Section 212-7.1 General with
Backflow prevention devices shall conform to Title 17 of the California Code of Regulations, Title 24, Part 5 of the California Plumbing Code, and Goleta Water District Standards and Specifications.

Replace Section 212-10.6.1 General with
Meter boxes shall be constructed of concrete or polymer and conform to Goleta Water District Standards and Specifications.

SECTION 216 – PRECAST REINFORCED CONCRETE BOX

Add to Section 216 – Precast Reinforced Concrete Box
Vault Configuration Bioretention System

1.0 GENERAL

1.1 This item shall govern the furnishing and installation of the Filterra® Bioretention System by Contech Engineered Solutions LLC, or approved equal, complete and operable as shown and as specified herein, in accordance with the requirements of the plans and contract documents.

1.2 Contractor shall furnish all labor, materials, equipment and incidentals necessary to install the bioretention system, appurtenances and incidentals in accordance with the Drawings and as specified herein. Work shall include extension of solid SDR 35 PVC pipe from the bioretention unit into the existing storm drain catch basin.
1.3 Bioretention system shall utilize the physical, chemical and biological mechanisms of an engineered biofiltration media, plant and microbe complex to remove pollutants typically found in urban stormwater runoff. The treatment system shall be a fully equipped, pre-constructed, drop-in-place unit designed for applications in the urban landscape to treat contaminated runoff from impervious surfaces.

1.4 Bioretention system shall be capable of stand-alone stormwater treatment. No pretreatment to biofiltration media shall be required.

1.5 The bioretention system shall be of a type that has been installed and in use for a minimum of five (5) consecutive years preceding the date of installation of the system. The Manufacturer shall have been, during the same consecutive five (5) year period, engaged in the engineering design and production of systems deployed for the treatment of storm water runoff and which have a history of successful production, acceptable to the Engineer of Record and/or the approving Jurisdiction. The Manufacturer of the Bioretention System shall be,

Contech Engineered Solutions LLC 9025 Centre Pointe Drive West Chester, OH, 5069 Tel: 1 800 338 1122 Or Approved Equal

1.6 Applicable provisions of any Division shall govern work in this section.

1.7 American Society for Testing and Materials (ASTM) Reference Specifications

1.7.1 ASTM C857: Standard Practice for Minimum Structural Design Loading for Underground Precast Concrete Utility Structures

1.7.2 ASTM C858: Standard Specification of Underground Precast Concrete Utility Structures

1.7.3 ASTM C990: Standard Specification for Joints for Precast Box Sections Using Preformed Flexible Joint Sealants

1.7.4 ASTM C109: Standard Test Method for Compressive Strength of Hydraulic Cement Mortars

1.8 Manufacturer or authorized supplier to submit shop drawings for bioretention System with the vault, engineered biofiltration media and accessory equipment.
Drawings shall include principal dimensions, engineered biofiltration media placement, location of piping and unit foundation.

1.8.1 Manufacturer or authorized supplier shall submit installation instructions to the contractor.

1.8.2 Manufacturer or authorized supplier shall submit Operations and Maintenance Manual to the contractor.

1.8.3 Before installation of the bioretention system, Contractor shall obtain the written approval of the Engineer of Record for the system drawings.

1.9 No product substitutions shall be accepted unless submitted 10 days prior to project bid date, or as directed by the Engineer of Record. Submissions for substitutions require review and approval by the Engineer of Record, for hydraulic performance, impact to project designs, equivalent treatment performance, and any required project plan and report (hydrology/hydraulic, water quality, stormwater pollution) modifications that would be required by the approving jurisdictions/agencies. Contractor to coordinate with the Engineer of Record any applicable modifications to the project estimates of cost, bonding amount determinations, plan check fees for changes to approved documents, and/or any other regulatory requirements resulting from the product substitution.

2.0 MATERIALS

2.1 All internal components including engineered biofiltration media, underdrain stone, PVC underdrain piping, PVC piping mulch, dissipation stone, and vegetation must be included as part of the bioretention system and shall be provided by manufacturer.

2.1.1 Engineered biofiltration media shall consist of both organic and inorganic components. Stormwater shall be directed to flow vertically through the media profile, saturating the full media profile without downstream flow control.

2.1.2 Underdrain stone shall be of size and shape to provide adequate bridging between the media and stone for the prevention of migration of fine particles. Underdrain stone must also be able to convey the design flow rate of the system without restriction and be approved for use in the Bioretention System by manufacturer.

2.1.3 PVC Underdrain Piping shall be SDR35 with perforation pattern
designed to convey system design flow rate without restriction.

2.1.4 Mulch shall be double shredded wood or bark mulch approved for use with the Filterra Bioretention System by manufacturer.

2.1.5 Vegetation shall comply with the type and size required by the approved drawings and shall be alive and free of obvious signs of disease.

2.1.6 Dissipation stone shall be 3”-6” diameter washed stones or cobbles.
2.2 Precast concrete vault shall be provided by Manufacturer or authorized supplier according to ASTM C857 and C858.

2.2.1 Vault joint sealant shall be Conseal CS-101 or approved equal. Joints shall be sealed with preformed joint sealing compound conforming to ASTM C990.

2.2.2 If interior concrete baffle walls are provided, baffle walls shall be cast-in or sealed to the interior vault walls and floor with a polyurethane construction sealant rated for use below the waterline, SikaFlex 1a or equal. Contractor to provide sealant material and installation unless completed prior to shipment.

2.3 Tree grates and access covers shall be cast iron. Tree grate frames shall be galvanized steel.

2.4 Trees shall be Chinese Fringe trees.

2.5 Curb Nosing (where applicable) shall be galvanized steel and where specified shall be cast into a top slab designed to support AASHTO HS-20 loading at the curb.

2.6 All contractor-provided components shall meet the requirements of this section, the plans specifications and contract documents. In the case of conflict, the more stringent specification shall apply.

2.6.1 Solid SDR 35 PVC pipe and LINK-SEAL® modular wall seal, or approved equal, to connect from biofiltration unit to the existing storm drain catch basin.

2.6.2 Crushed rock base material shall be six-inch minimum layer of ¾-inch minus rock. Compact undisturbed sub-grade materials to 95% of maximum density at +/-2% of optimum moisture content. Unsuitable material below sub-grade shall be replaced to engineer’s approval.

2.6.3 Concrete shall have an unconfined compressive strength at 28 days of at least 3000 psi, with ¾-inch round rock, a 4-inch slump maximum, and shall be placed within 90 minutes of initial mixing.

2.6.4 Silicone Sealant shall be pure RTV silicone conforming to Federal Specification Number TT S001543A or TT S00230C or Engineer approved.

2.6.5 Grout shall be non-shrink grout meeting the requirements of Corps of Engineers CRD-C588. Specimens molded, cured and tested in
accordance with ASTM C-109 shall have minimum compressive strength of 6,200 psi. Grout shall not exhibit visible bleeding.

2.6.6 Backfill material shall be ¾-inch minus crushed rock, or approved equal.

3.0 PERFORMANCE

3.1 Treatment Capabilities shall be verified via third-party reports following TAPE or TARP protocols.

3.1.1 Engineered biofiltration Media flow rate shall be verified via third-party report following TAPE or TARP protocols. The minimum treatment flow rate based on target pollutant shall be as follows:

- TSS: 100”/hr
- Phosphorus: 100”/hr
- Oil/Grease: 50”/hr
- Metals: 35”/hr

The system shall be designed to ensure that high flow events shall bypass the Engineered biofiltration media preventing erosion and resuspension of pollutants.

3.1.2 The system shall remove a minimum of 86% Total Suspended Solids (TSS) based on aggregated data from at least four third party field studies following TAPE or TARP protocols. Aggregated median effluent concentration shall be less than 3.3 mg/L.

3.1.3 The system shall remove a minimum of 70% Total Phosphorus (TP) based on aggregated data from at least two third party field studies following TAPE protocols. Aggregated median effluent concentration shall be less than 0.05 mg/L.

3.1.4 The system shall remove a minimum of 70% Total Phosphorus (TP) based on aggregated data from at least two third party field studies following TAPE protocols. Aggregated median effluent concentration shall be less than 0.05 mg/L.

3.1.5 The system shall remove a minimum of 55% Total Copper based on aggregated data from at least two third party field studies following TAPE or TARP protocols. Aggregated median effluent concentration shall be less than 0.004 mg/L.

3.1.6 The system shall remove a minimum of 43% Dissolved Copper
based on aggregated data from at least one third party field study following TAPE or TARP protocols. Aggregated median effluent concentration shall be less than 0.003 mg/L.

3.1.7 The system shall remove a minimum of 56% Total Zinc based on aggregated data from at least three third party field studies following TAPE or TARP protocols. Aggregated median effluent concentration shall be less than 0.04 mg/L.

3.1.8 The system shall remove a minimum of 54% Dissolved Zinc based on aggregated data from at least one third party field study following TAPE or TARP protocols. Aggregated median effluent concentration shall be less than 0.003 mg/L.

3.1.9 The system shall remove a minimum of 87% Total Petroleum Hydrocarbons based on aggregated data from at least one third party field study following TAPE or TARP protocols. Aggregated median effluent concentration shall be less than 0.71 mg/L.

3.2 The system shall have General Use Level Designation from Washington Department of Ecology for Basic (TSS), Phosphorus, Enhanced (Metals), and Oil/Grease and have Certification by New Jersey Department of Environment.

3.3 Quality Assurance and Quality Control procedures shall be followed for all batches of engineered biofiltration media produced. Engineered biofiltration media shall be certified by the Manufacturer for performance and composition.

3.3.1 Media particle size distribution and composition shall be verified as per relevant ASTM Standards.

3.3.2 Media pollutant removal performance shall be verified as per relevant ASTM Standards as well as a minimum of one scientific method approved by the USEPA.

3.3.3 Media hydraulic performance shall be verified as per relevant ASTM Standards.

3.3.4 Media fertility shall be verified as per a minimum of one published scientific method.

3.4 The Manufacturer shall ensure through third party full scale field testing of installed units that the design flow rate of the system is not reduced over time. Studies shall be performed on a minimum of 10 systems of various ages, maintenance frequencies, and land uses. At least 80% of the tested systems shall have been installed 2.5 or more years. At least 50% of the systems shall
have previous maintenance intervals greater than 2 times the manufacturer’s recommendation.

4.0 EXECUTION

4.1 Manufacture representative shall be onsite during installation to assist contractor and shall provide City with written certification confirming the biofiltration system was installed correctly.

4.2 Set precast vault on crushed rock base material that has been placed in maximum 6-inch lifts, loose thickness, and compacted to at least 95-percent of the maximum dry density as determined by the standard Proctor compaction test, ASTM D698, at moisture content of +/- 2% of optimum water content.

4.3 Inlet and outlet pipes shall be attached to provided couplers or grouted in and connected to precast concrete vault according to Engineer’s requirements and specifications. All connections to be water tight.

4.4 All throat and grate protection covers shall remain in place until the system is activated.

4.5 Contractor to cast-in-place throat inlet to convey stormwater into bioretention System according to Engineer’s requirements and specifications.

4.6 Engineered biofiltration media shall be delivered installed in the vault, unless otherwise agreed upon with the Manufacturer. Contractor shall take appropriate action to protect the media from sediment and other debris during construction. The method ultimately selected shall be at Contractor’s discretion and Contractor’s risk.

4.6.1 If media is shipped separately from vault, Manufacturer or a Manufacturer’s certified representative shall install media into the vault or be present to supervise installation in order to ensure proper installation.
4.7 The bioretention system shall not be placed in operation (activated) until the project site is clean and stabilized (construction erosion control measures no longer required). The project site includes any surface that contributes storm drainage to the system. All impermeable surfaces shall be clean and free of dirt and debris. All catch basins, manholes and pipes shall be free of dirt and sediment. Activation shall be provided by Manufacturer or authorized supplier.

4.8 Each correctly installed system shall be maintained by Manufacturer or authorized supplier for a minimum period of one year. The cost of this service shall be included in the price of the system.

4.8.1 Annual maintenance consists of a maximum of two [2] scheduled visits.

4.8.2 Each routine maintenance visit shall consist of only the following items: system inspection; removal of foreign debris, silt, loose plant material and trash; mulch removal; engineered biofiltration media evaluation; plant health evaluation and pruning; replacement of mulch; disposal of all maintenance refuse items; and updating of maintenance records.

4.9 To ensure long term performance of the bioretention system, continuing annual maintenance programs should be performed or purchased by the owner per the latest Filterra Bioretention System Operation and Maintenance manual.

4.10 Payment

The contract price paid for “Bioretention Unit” shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all the work involved in performing the installation of the Bioretention Unit, storm drain pipe and connection to the existing storm drain catch basin, complete in place, including the Bioretention Unit, all internal components, delivery to jobsite, installation of Bioretention Unit, storm drain work (including connection to existing catch basin, pipe and fitting materials), backfill and compaction, trees and planting thereof, activation of the unit, and first year's maintenance.
SECTION F3 – CONSTRUCTION METHODS
SECTION 300 – EARTHWORK

Add to Section 300-1.3.1 General
Clearing and grubbing shall include removal and disposal of all materials defined in Section 300-1.3.2 within the limits of the work to be performed, including, but not limited to: existing hot mix asphalt, concrete pavement, aggregate base, native soil and unsuitable material. Damage to hot mix asphalt and concrete pavement, which is to remain in place shall be repaired to a condition satisfactory to the Engineer and shall be at the Contractor’s expense and will not be measured nor paid for.

Add to Section 300-1.4 Payment
The contract price paid for each “Remove Tree” shall include full compensation for removal and disposal of all the resulting materials and is not included in the contract lump sum price paid for “Clearing and Grubbing”.

The contract price paid in lump sum for “Clearing and Grubbing” shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans remove and dispose of sign posts.

Add to Section 300-2 General
All excavated materials shall be removed from the project site and disposed of by the Contractor.

All excess and unsuitable excavated materials shall be removed from the project site and disposed of by the Contractor. The Contractor is encouraged to dispose of excess materials at an appropriate recycling facility. All materials shall be excavated as shown on the plan. If you dispose of any surplus materials prematurely and later find a material shortage, you must replace it with authorized material at your expense.

Damage to pavement, which is to remain in place shall be repaired to a condition satisfactory to the Engineer. The damaged pavement shall be removed and replaced with new hot mix asphalt if ordered by the Engineer. Repairing or removed and replacing pavement damaged outside the limits of pavement to be replaced, shall be at the Contractor’s expense and will not be measured nor paid for.

All concrete, soft or spongy, or deleterious materials, structured, and other unsuitable materials encountered during the excavation operation, whether shown or not shown on the plans) shall be removed and disposed of. When the planned excavation or subgrade is made all undesirable materials then encountered shall be removed and disposed of as directed by the Engineer.
The accumulation of water in excavated areas shall be prevented by means of pumping or other approved methods. At no time, shall ground water or storm water be allowed to flow into sanitary sewer lines.

Excavation shall be carried to the exact depth indicated on the drawing or as specified. Should the Contractor, through his negligence or other fault, excavate below the designated lines, he shall replace such excavation with approved materials at his own expense.

**Add to Section 300-2.9 Payment**

The contract price paid per cubic yard for “Unclassified (Roadway) Excavation” shall include full compensation for furnishing all labor, materials, tool, equipment, incidentals and for doing all the work involved in performing roadway excavation, complete in place, including sawcutting, hot mix asphalt, base and native material removal, excavation and hauling, disposing of excess material, as shown on the plans, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

**SECTION 302 - ROADWAY SURFACING**

**Replace Section 302-4.10.1 General with**

The basis of measurement shall be the square foot of slurry seal actually placed.

**Modify Section 302-5.4 Tack Coat with**

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

**Add to Section 302-5.5 Distribution and Spreading**

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

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 the specifications. Should the methods and equipment used for automatic control fail to result in the quality of work, 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.

**Modify Paragraph 4 of Section 302-5.5 Distribution and Spreading with**

The minimum ambient temperature to begin paving shall be 55 degrees F. 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 of $250 per day per transition and/or the cost of City crews making the repairs if necessary to correct for public safety.

**Add to End of Section 302-5.6.1 General**

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.

For leveling courses under 1 inch using a D2 asphalt concrete, breakdown rolling shall consist of three coverages with an 8 to 12 ton pneumatic roller followed by a finishing coverage with a steel wheel roller. The rolling may begin with a single pass of a steel wheel roller until the pneumatic has sufficient opportunity to warm up to avoid tracking and picking up material from the mat. The pneumatic roller tires shall be treated with a non-petroleum based product to prevent pickup. Failure to successfully provide for breakdown rolling with the pneumatic roller after a reasonable warm up time will be cause for termination of paving activities until the CONTRACTOR can provide equipment which will perform without pickup. For all other leveling courses, the intermediate roller shall be a 12-16 ton pneumatic roller.

**Replace part of Section 302-5.6.2 Density and Smoothness with**

Straightedge shall be 12 foot in length. Sublots to determine compaction testing shall be based on the following:

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

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

If nuclear gauge compaction testing results are failing, the contractor can request coring to verify the results. Three cores will be sampled for each sublot and the average of the three cores for each sublot will determine density. The core locations will be determined using random sampling charts in CTM 375. The engineer will mark the core locations.
Cores 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. Passing cores shall be paid for by the owner. Failing cores will be paid for by the contractor. If the core density produces both passing and failing cores, the cost will be prorated between the contractor and the owner.

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.

**Add to End of Section 302-5.6.2 Density and Smoothness**

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

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

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

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

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

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

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

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

The number of rollers required for each paving operation shall be such that all rolling for density can be completed before the temperature of the hot mix asphalt mixture drops below 240 degrees Fahrenheit. Breakdown rolling shall commence when the hot mix asphalt is placed. Rolling shall be accomplished with the drive wheel forward and with the advance and return passes in the same line.

**Add to End of Section 302-5.7 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.
Add Section 302-5.10 Sampling and Quality Control

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.

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

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

The Engineer shall test for conformance with aggregate quality characteristics at the beginning of the project.

The Engineer shall test air void content, Hveem stability, and Voids in Mineral Aggregate (VMA) a minimum of once per day.

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

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

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

Add to Section 303-5.1.1 General

Curb ramps shall be per Caltrans Revised Standard Plan RSP A88A. Spandrels and retaining curbs shall fall under this Section.

Acceptable Detectable Warning Surface Products (in safety yellow color) include:

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

Approved equal by Engineer prior to bidding. “Set in Concrete” system shall be required.
Modify Section 303-5.9 Measurement and Payment with

Payment for concrete curbs and gutters, retaining curbs, driveways, sidewalks, curb ramps, cross gutters and spandrels will be made as shown in the bid. Payment includes full compensation for furnishing all labor, materials, tool, equipment, incidentals and for doing all the work involved in performing the work, complete in place, including sawcutting, base and native material removal, excavation and hauling, disposing of excess material, preparation of subgrade, installation and compaction of aggregate base, rebar if required, detectable warning surface, as shown on the plans, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

See Appendix A for Concrete Bid Quantity Exhibit.

SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

Add to Section 314-1 General

All traffic striping and markings shall be painted.

Layout for Temporary and Permanent Striping

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

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

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

Remove Section 314-2.2 and 3.2

Replace Section 314-2.3 and 3.3 Payment with

The contract lump sum price paid “Remove Existing Striping and Markers” shall include full compensation for removal and disposal of all the resulting traffic striping, curb markings, pavement markings, and pavement markers.

Add to Section 314-4.3.1 General

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

a. The first application of paint shall consist of two (2) complete coats and shall be completed prior to the opening of each street.

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

c. The third and final application of paint shall consist of three (3) complete coats of paint and shall be applied in the presence of the inspector and shall be subject to the Engineer's approval, the third and final coat shall be completed within not less than three (3) and not more than four (4) weeks of each street being slurry sealed or the end of the Construction Period, whichever is sooner.
Add to Section 314-5.4 Placement

Raised pavement markers (RPM’s) shall be placed as specified in Subsection 85-1.06, “Placement”, of the 2015 Caltrans 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.

SECTION 6 – TEMPORARY TRAFFIC CONTROL

Replace Section 600 & 601 with

General

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

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

Traffic Control Plan

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

The Traffic Control Plan shall be reviewed and approved by the 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.

Payment

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

Construction ADA Accessibility Plan
The Contractor shall prepare and submit a Construction ADA Accessibility Plan (CAAP), to the City for approval. All work and material provided under this section shall be performed or furnished in accordance with 2015 Caltrans Standard Specifications and Plans (Caltrans Standards) and these Special Provisions. In case of conflict between the Caltrans Standards and these Special Provisions, the Special Provisions shall govern.

A wide range of pedestrians might be affected by Temporary Traffic Control (TTC) zones, including the young, elderly, and people with disabilities such as hearing, visual, or mobility. These pedestrians need a clearly delineated and usable travel path. If the TTC zone affects an accessible and detectable pedestrian facility, the accessibility and detectability shall be maintained along the alternate pedestrian route. When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility.

If establishing or maintaining an alternate pedestrian route is not feasible during the project, an alternate means of providing for pedestrians may be used, such as adding free bus service around the project or assigning someone the responsibility to assist pedestrians with disabilities through the project limits. It must be recognized that pedestrians are reluctant to retrace their steps to a prior intersection for a crossing or to add distance or out-of-the-way travel to a destination.

- Pedestrians shall not be led into conflicts with vehicles, equipment, and operations.
- Pedestrians shall not be led into conflicts with vehicles moving through or around the worksite.
- Pedestrians shall be provided with a convenient and accessible path that replicates as nearly as practical the most desirable characteristics of the existing sidewalk(s) or footpath(s).
- A pedestrian route shall not be severed and/or moved for non-construction activities such as parking for vehicles and equipment.
- Consideration shall be made to separate pedestrian movements from both worksite activity and vehicular traffic. Unless an acceptable route that does not involve crossing the roadway can be provided, pedestrians shall be appropriately directed with advance signing that encourages them to cross to the opposite side of the roadway. These signs shall be placed at intersections (rather than midblock locations) so that pedestrians are not confronted with midblock worksites that will induce them to attempt skirting the worksite or making a midblock crossing.

The following considerations shall be addressed when temporary pedestrian pathways in TTC zones are designed or modified:

- Access to transit stops shall be maintained.
A smooth, continuous hard surface shall be provided throughout the entire length of the temporary pedestrian facility. There shall be no curbs or abrupt changes in grade or terrain that could cause tripping or be a barrier to wheelchair use. The geometry and alignment of the facility shall meet the applicable requirements of the 2010 Department of Justice ADA Standards for Accessible Design.

The width of the existing pedestrian facility shall be provided for the temporary facility if practical. Traffic control devices and other construction materials and features shall not intrude into the usable width of the sidewalk, temporary pathway, or other pedestrian facility. When it is not possible to maintain a minimum width of 60 inches throughout the entire length of the pedestrian pathway, a 60 x 60-inch passing space shall be provided at least every 200 feet to allow individuals in wheelchairs to pass.

Blocked routes, alternate crossings, and sign and signal information shall be communicated to pedestrians with visual disabilities by providing devices such as audible information devices, accessible pedestrian signals, or barriers and channelizing devices that are detectable to the pedestrians traveling with the aid of a long cane or who have low vision. Where pedestrian traffic is detoured to a TTC signal, engineering judgment shall be used to determine if pedestrian signals or accessible pedestrian signals shall be considered for crossings along an alternate route.

When channelization is used to delineate a pedestrian pathway, a continuous detectable edging shall be provided throughout the length of the facility such that pedestrians using a long cane can follow it.

Signs and other devices mounted lower than 7 feet above the temporary pedestrian pathway shall not project more than 4 inches into accessible pedestrian facilities.

Whenever it is feasible, closing off the worksite from pedestrian intrusion may be preferable to channelizing pedestrian traffic along the site with TTC devices.

Movement by work vehicles and equipment across designated pedestrian paths shall be minimized and, when necessary, shall be controlled by flaggers or TTC. Staging or stopping of work vehicles or equipment along the side of pedestrian paths shall be avoided, since it encourages movement of workers, equipment, and materials across the pedestrian path.

Access to the work space by workers and equipment across pedestrian walkways shall be minimized because the access often creates unacceptable changes in grade, and rough or muddy terrain, and pedestrians will tend to avoid these areas by attempting non-intersection crossings where no curb ramps are available.
- When pedestrian and vehicle paths are rerouted to a closer proximity to each other, consideration shall be given to separating them by a temporary traffic barrier.

- If a temporary traffic barrier is used to shield pedestrians, it shall be designed to accommodate site conditions.

- Short intermittent segments of temporary traffic barrier shall not be used because they nullify the containment and re-directive capabilities of the temporary traffic barrier, increase the potential for serious injury both to vehicle occupants and pedestrians, and encourage the presence of blunt, leading ends. All upstream leading ends that are present shall be appropriately flared or protected with properly installed and maintained crashworthy cushions. Adjacent temporary traffic barrier segments shall be properly connected in order to provide the overall strength required for the temporary traffic barrier to perform properly.

- Normal vertical curbing shall not be used as a substitute for temporary traffic barriers when temporary traffic barriers are needed.

- Temporary traffic barriers or longitudinal channelizing devices may be used to discourage pedestrians from unauthorized movements into the work space. They may also be used to inhibit conflicts with vehicular traffic by minimizing the possibility of midblock crossings.

- TTC devices, jersey barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path. Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the ADA standards, and shall not be used as a control for pedestrian movements.

Where pedestrians with visual disabilities normally use the closed sidewalk, a barrier that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.

Maintaining a detectable, channelized pedestrian route is much more useful to pedestrians who have visual disabilities than closing a walkway and providing audible directions to an alternate route involving additional crossings and a return to the original route. Braille is not useful in conveying such information because it is difficult to find. Audible instructions might be provided, but the extra distance and additional street crossings might add complexity to a trip. Because printed signs and surface delineation are not usable by pedestrians with visual disabilities, blocked routes, alternate crossings, and sign and signal information shall be communicated to pedestrians with visual disabilities by providing audible information devices, accessible pedestrian signals, and barriers and channelizing devices that are detectable to pedestrians traveling with the aid of a long cane or who have low vision.

The most desirable way to provide information to pedestrians with visual disabilities that is equivalent to visual signing for notification of sidewalk closures is a speech message provided by an audible information device. Devices that provide speech messages in
response to passive pedestrian actuation are the most desirable. Other devices that continuously emit a message, or that emit a message in response to use of a pushbutton, are also acceptable. Signing information can also be transmitted to personal receivers, but currently such receivers are not likely to be carried or used by pedestrians with visual disabilities in TTC zones. Audible information devices might not be needed if detectable channelizing devices make an alternate route of travel evident to pedestrians with visual disabilities.

If a pushbutton is used to provide equivalent TTC information to pedestrians with visual disabilities, the pushbutton shall be equipped with a locator tone to notify pedestrians with visual disabilities that a special accommodation is available, and to help them locate the pushbutton.

CAAPs shall show all proposed sidewalk and pedestrian pathway closures, detours, lists of signing, signals, audible information devices, barriers, channelization devices, detectable edging, temporary pathways, delineation of striping, description of construction activity, and schedule of various phases. CAAPs shall be coordinated with the Phasing Plan. CAAPs shall be submitted within 14 days after the Notice to Proceed and shall be available at the pre-construction meeting.

Work shall not commence until the CAAP(s) is approved by the Engineer.

The CAAP(s) submitted shall, in addition to other requirements specified, show the following information:

- The sequences of construction affecting the use of the roadway/bicycle path conforming to the maximum time required for each phase of the work.
- The signs, signals, audible information devices, barriers, channelization devices, detectable edging, temporary pathways, temporary striping or marking specified and, as directed by the Engineer, necessary to provide safe accessible passage(s) for pedestrians.

This provision shall not be construed as preventing the Contractor from proceeding with his mobilization of equipment and placing orders for materials upon receipt of the notice to proceed of the work nor shall the Contractor be entitled to any delays due to processing of the CAAP by the City.

**Payment**

Full compensation for Construction ADA Accessibility Plan, including all services, material costs, tools, equipment and incidentals and for conforming to all applicable provisions of the 2015 Caltrans Standard Specifications, these Special Provisions, and the requirements of the City Engineer shall be considered as included in the lump sum price paid for Traffic Control.
Public Notification

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

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

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

Payment

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

Parking Restrictions

Parking restriction (no parking) signs posted by the Contractor shall be of heavy card stock and not less than 1.75 square feet of surface area on the face. Background color shall be white and letter shall be printed in red water resistant ink except that day, date, and time of restriction may be printed in black, water resistant ink. The signs shall be printed with the words "Tow Away" and "No Parking" with a character height of not less than 1.5 inches and a stroke width of not less than 0.2 inches. The day, date, and time of the 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 causes related to the Contractor's failure to perform the requirements of this section, the Contractor shall reimburse the City for the cost of any claims associated with the towing citation and actual towing.

Payment

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

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

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.

Payment

Payment for conforming to all provisions of this Section, "Traffic Control System for Lane Closure" is included in the payment for Traffic Control.