CITY OF GOLETA

CONTRACT BIDDING DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS

FOR THE

OLD TOWN SIDEWALK IMPROVEMENTS PROJECT

By Charles W. Ebling,
Public Works Director

Project Number: 9031
Bid Number: 02-19

Bid Opening: October 30, 2019 @ 3:00 P.M.
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This contract shall be in conformance with CALTRANS STANDARD SPECIFICATIONS, 2015 EDITION (including amendments current as of the date of the Notice Inviting Sealed Bids, which are incorporated by reference) and supplemented with the Standard Specifications for Public Works Construction, 2015 Edition, (SSPWC or Greenbook 2015).

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SECTION A NOTICE INVITING SEALED BIDS

NOTICE INVITING SEALED BIDS
FOR THE
OLD TOWN SIDEWALK IMPROVEMENTS PROJECT

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

PUBLIC NOTICE IS HEREBY GIVEN that the City of Goleta (“CITY”), invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, 130 Cremona Drive, Suite B, Goleta, California 93117, before 3:00 P.M., October 30, 2019, and will be publicly opened and read aloud promptly thereafter. Faxes or any electronic format is not acceptable. Copies of the Contract Documents and Specifications are available from the CITY, 130 Cremona Drive, Suite B, Goleta, California 93117 upon payment of a $20.00 non-refundable fee if picked up, or payment of a $30.00 non-refundable fee, if mailed or no payment to CITY if obtained from Construction Bidboard, Inc. at http://www.ebidboard.com/, or CITY website at http://www.cityofgoleta.org/i-want-to/view/city-bid-opportunities.

The work includes all labor, material, supervision, plant and equipment necessary to construct and deliver a finished Old Town Sidewalk Improvements Project. Work includes sawcutting and removing asphalt pavement and base; removing concrete curb, gutter, sidewalk; constructing curb, gutter, sidewalk, curb extensions and ADA access ramps; permeable pavement parking area; paving, bioretention LIDs; drop inlet and stormwater improvements; clearing and grubbing; landscaping; and installing signage, striping, and pavement markings per the project plans and specifications on 10 streets in the Old Town area within the City of Goleta, CA. The contract period is 180 Working Days.

The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) 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 OLD TOWN SIDEWALK IMPROVEMENTS PROJECT, DO NOT OPEN WITH REGULAR MAIL.” The bid must be accompanied by cash or cashier’s check, certified cashier’s check, or bidder’s bond executed by an admitted surety, 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.

The successful Bidder will be required to furnish a Performance Bond and a Payment Bond each in an amount equal to 100% of the Contract Price. Each bond shall be in the forms set forth herein,
shall be secured from a surety company that meets all State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the DIR. No Bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the DIR to perform public work. If awarded a contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the DIR for the duration of the Project. Failure to provide proof of the contractor’s current registration pursuant to Labor Code Section 1725.5 may result in rejection of the bid as non-responsive.

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. The CITY reserves the right to reject all bids, reject any bid that is not responsive to the invitation, or to waive any minor irregularity and to take all bids under advisement for a period of up to ninety (90) days.

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).

For information relating to the details of this Project and bidding requirements contact James Winslow in writing at jwinslow@cityofgoleta.org.

CITY OF GOLETA

[Signature]
Deborah S. Lopez, City Clerk

Published:
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SECTION B BIDDING INSTRUCTIONS

Replace the entire Section 2 BIDDING Caltrans Standard Specifications with the following:

1. DEFINITIONS. Unless provided otherwise, the definitions in the contract documents are applicable to all bidding documents.

1.1 “Addenda” means written or graphic instruments issued by the City before the bid deadline that modify or interpret the bidding documents by additions, deletions, clarifications, or corrections.

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

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

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

1.5 “Contract Documents” means the Contract, Addenda, Notice Inviting Sealed Bids, bidding instructions, Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Completion) when attached as an exhibit to the Contract, the Bonds, permits from jurisdictional regulatory agencies, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Change Orders, and Supplemental Agreements.

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

1.7 “Total Base Bid” means the sum stated in the bid for which bidder offers to perform the Work described in the bidding documents, but not including alternates.

1.8 “Unit or Contract Unit Price” means an amount entered in the bid by bidder or a “Contract Item” price established by the City in the bid, as a price per unit of measurement for payment for materials, equipment or services including taxes, supervision, overhead and profit for a portion of the work described in the Contract Documents.
2. **BIDDER’S REPRESENTATIONS.** By making its bid, bidder represents that:

2.1 Bidder has read, understood, and made the bid pursuant to the requirements in the Contract Documents.

2.2 The Bidder, at its sole cost and expense, has carefully examined the Contract Documents and visited the Project site to become fully acquainted with the local site conditions affecting the Work to be performed including transportation, disposal, handling, and storage of materials.

2.3 The bid, and the Contract Unit Prices bid, is based upon the labor, materials, equipment, and systems required by the Contract Documents.

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

2.5 Bidder shall have the expertise, including the Responsible Managing Officer (RMO) for the Contractor Company, demonstrating a minimum of three (3) years' experience successfully performing projects of the same type, magnitude, and character of the work bid, and financial capacity to perform and complete all obligations under the Contract Documents. 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 Bidder is aware of and, if identified as the apparent lowest responsible bidder, would be required to pay City business license fee(s). Bidder shall not damage or endanger and shall preserve and protect adjacent properties.

2.10 Bidder has familiarized itself with the staging and material storage constraints of the Project site and surrounding buildings and will confine its staging and storage operations to approved areas.

2.11 Bidder will coordinate its construction activities with the other contractors and utility companies performing work on the Project site, if any, including, but not limited to, any separate contractor retained by the City.

2.12 Bidder has checked the figures set forth in the bid schedule and understands that neither the City nor any officer or employee therefore will be responsible for any misunderstandings, errors, or omissions on the part of the Bidder in submitting its
Bid. The failure of a Bidder to receive or examine any of the Bidding Documents or to inspect the site shall not relieve such Bidder from any obligation with respect to the Bid, the Contract, or the Work required under the Contract Documents.

3. CONTRACT DOCUMENTS.

3.1. Bidders may obtain complete sets of the Contract Documents from the Construction Bidboard, Inc. (eBidboard), the City of Goleta website, or 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 Contract Documents in preparing bids.

3.3. The City makes copies of the Contract 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 Contract Documents.

3.4. The City does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading, or printing of the Bidding Documents.

4. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.

4.1. Before submitting its bid, bidder will carefully study and compare the various documents comprising the Contract 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. The drawings and specifications contained in these Contract Documents do not constitute a representation or warranty that any conditions shown therein actually exist. All soil and test hole data, groundwater elevations, and soil analyses shown on the Plans or included in the Special Provisions apply only at the location of the test holes and to the depths indicated.

4.2. Bidder requests for clarification or interpretation of the Contract Documents will be addressed to the City’s representative at least five (5) calendar days before the bid deadline.

4.3. Clarifications, interpretations, corrections, and changes to the Contract Documents will only be made by addenda. Purported clarifications, interpretations, corrections, and changes to the Contract Documents made in any other manner will not be binding and bidders will not rely upon them.

5. PRODUCT SUBSTITUTIONS. No requests for product substitutions will be considered before award of contract unless requested through the Request for Information (RFI) process so that all bidders will be informed. Bidders wishing to obtain authorization for an or equal substitution of an equivalent material, product or equipment, shall submit all requests for or equal substitution using the form included as Attachment A to these Bidding Instructions, together with data substantiating Bidder’s representation that the non-specified item is of equal quality to the item. Requests for product substitutions not handled through the RFI process will only be considered after award of the contract and in the manner
provided for in the contract documents. Authorization of an equal substitution of equivalent materials is solely within the discretion of the City and, if given, shall be made by Addendum or Change Order issued by the City. Bids shall not be based on any or equal substitution request that has not been authorized in writing by City Addendum. In the absence of a written Addendum authorizing a pre-Bid or equal substitution request, the request shall be deemed denied.

6. SUBCONTRACTORS.

6.1. Each bidder will list in the bid form all first-tier subcontractors that will perform work, labor or render such services in excess of \( \frac{1}{2} \) of one percent of the total bid of the total bid or $10,000, whichever is greater. The bid form contains spaces for the following information when listing subcontractors: (1) work activity; (2) name of subcontractor; (3) city of subcontractor’s business location; (4) California contractor’s license number, and (5) DIR public works contractor registration number. An inadvertent error in listing the California contractor's license number or public works contractor registration number shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor's license number is submitted to the City by the Bidder within 24 hours after the bid opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor. Failure to list any of these other items on the bid form 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. Substitution of subcontractors after the bid deadline who are listed in the bid form will only be allowed with the City’s written consent and in accordance with California law.

7. ADDENDA.

7.1. Before the Bid Deadline, the City may modify the Work, the Bidding Documents or any portion(s) thereof by the issuance of written addenda. Addenda will be in writing and issued only by the City.

7.2. Addenda will be posted to the City’s website, eBidboard, and distributed to certain planrooms. Addenda will be mailed or delivered to all who are known by the City to have received a complete set of Contract Documents and who have provided a mailing address for receipt of addenda.

7.3. Copies of addenda will be made available for inspection at the City’s Public Works Department.

7.4. The City will issue addenda so that they are received by prospective bidders not less than three (3) business days before the bid deadline. Addenda that withdraw the request for bids or postpone the bid deadline may be issued any time before the bid deadline.

7.5. Each bidder is responsible for ensuring that it has received all issued addenda before submitting a bid. All bidders are required to acknowledge and confirm receipt of each and every addendum in their Bid Proposal Form. Failure to
Old Town Sidewalk Improvements Project

8. NOT USED

9. FORM AND STYLE OF BIDS.

9.1. Bids will be submitted on the bid form included with the Contract Documents. Bids not submitted on the City’s bid form will be rejected. All blanks on the bid form will be filled in legibly in ink or by typewriter.

9.2. 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.”

9.3. Each bidder must fill out the “bidders statement of past contract disqualifications” form stating any and all instances of contract disqualifications due to a violation of a law or safety regulation. The bidder must explain the circumstances of each disqualification.

9.4. Bidder will make no stipulations on the bid form nor qualify the bid in any manner.

9.5. 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.

9.6. The bid form will be signed by a person or persons legally authorized to bind bidder to a contract. Bidder’s representative will sign and date the declaration of eligibility to contract included in the bid form. Failure to sign and date the declaration will cause the bid to be rejected.

10. BID SECURITY.

10.1. Each bid must be accompanied by bid security, in the amount of 10% of the Total Base Bid on the base Contract Work, excluding any Alternate Bid Items, as security for bidder’s obligation to enter into a contract with the City on the terms stated in the bid form and to furnish all items required by the Contract Documents.

10.2. If the apparent lowest responsible bidder fails to sign the contract and furnish all items required by the bidding documents within the time limits specified in these bidding instructions, the City may reject such bidder and select the next apparent lowest responsible bidder until all bids have been exhausted or the City may reject all bids. In the event the bid is rejected, such bidder will be liable for and forfeit to the City the amount of the difference, not to exceed the amount of the bid security, between the amount of the disqualified bid and the larger amount for which the City procures the Work. The City may also use the bid security to cover the cost of rebidding the project.
10.3. If a bid bond is submitted and an attorney-in-fact executes the bid bond on behalf of the surety, a notarized and current copy of the power of attorney will be affixed to the bid bond. The surety issuing the bid bond must be admitted to provide surety within the State of California.

10.4. The City will retain the bid security until the occurrence of one of the following:

10.4.1 All items required by the bidding documents have been furnished and the contract has been signed by the successful bidder and the City.

10.4.2 The specified time has elapsed during which bids may be withdrawn.

10.4.3 All bids have been rejected.

11. BID DELIVERY.

11.1 The bid form, bid security, and all other documents required to be submitted with the bid must be enclosed in a sealed opaque envelope addressed to the City Clerk. The envelope shall identify the project name as shown in the notice inviting sealed bids, bidder’s name and address, and, if applicable, the designated portion of the project for which the bid is submitted. If the bid is sent by mail, the sealed bid must be enclosed in a separate mailing envelope labeled with the project name as shown in the notice inviting sealed bids and “do not open with regular mail.”

11.2 Bids must be deposited at the designated location on or before the bid deadline. A bid received after the bid deadline will be returned to bidder unopened.

11.3 Bidder will assume full responsibility for timely delivery at the location designated for receipt of bids.

11.4 Oral, telephonic, facsimile, electronic or telegraphic bids are invalid and will not be accepted.

12. MODIFICATION OR WITHDRAWAL OF BID.

12.1. Bids may not be modified, withdrawn, or canceled within one hundred twenty (120) days after the bid deadline unless otherwise provided in any supplementary instructions to bidders.

13. OPENING OF BIDS.

13.1 Bids submitted in the manner required by these instructions and received on or before the bid deadline will be opened publicly.

14. EVALUATION AND REJECTION OF BIDS.

14.1. Bidders will be evaluated for responsiveness and responsibility based on bid proposal information provided in the bid documents under “designation of subcontractors” and bidder’s references.”

14.2. A responsive Bid is a Bid that conforms, in all material respects, to these Instructions to Bidders. Non-responsive Bids will be rejected.
14.3. A responsible bidder means a bidder who has demonstrated the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform fully the requirements of the Contract Bidding Documents and the moral and business integrity and reliability that will assure good faith performance in the sole discretion of the County. Any determination of a bidder’s non-responsibility by the City shall be based on the fitness and capacity of the bidder to satisfactorily perform the obligations of the Contract, whether or not the bidder is qualified to perform those obligations, whether or not the bidder is trustworthy, and such other bases as may be relevant.

14.4. In addition to other provisions of the Bidding Documents, upon the request of the City, a bidder whose Bid is under consideration for the award of the Contract shall promptly submit satisfactory evidence to City showing the bidder’s financial resources, experience in the field, and organization and other factors evidencing bidder’s ability to successfully execute and complete the Contract.

14.5. The City reserves the right to reject any or all bids and to waive discrepancies, irregularities, informalities, or any other error in the bid or bidding, when to do so seems to best serve the public interest. The right of the City to waive errors applies even if the Bidding Documents state that a discrepancy, irregularity, informality, or other error make a bid nonresponsive, so long as the error does not constitute a material error. The City reserves the right, in its sole discretion, to: judge the bidder’s representations as stated in the Bid forms and any post-Bid information to determine whether or not bidder is qualified to perform the Work; be the sole judge regarding the suitability of the products, services, or supplies offered; to not purchase all items or the full quantity of each item listed in the Bid Item List; reject any or all Bids; waive any deficiencies, irregularities, or informalities in any Bids or in the bidding process; modify, cancel, or withdraw the Notice Inviting Sealed Bids; issue a new Notice Inviting Sealed Bids; suspend or abandon the Project; seek the assistance of outside technical experts in Bid evaluation; require a bidder to provide a guarantee (or guarantees) of the Contract by a third party; and not issue a Notice to Proceed after execution of the Contract. In submitting a Bid in response to the Notice Inviting Sealed Bids, the bidder is specifically acknowledging the City holds these rights. The Notice Inviting Sealed Bids does not commit the City to enter into a Contract, to reject, in its sole discretion, all Bids, nor does it obligate the City pay for any costs incurred by bidders in preparation and submission of a Bid or in anticipation of a Contract. By submitting a Bid, the bidder disclaims any right to be paid for such costs.

14.6. The City may reject any bid not accompanied by the required bid security or any other item required by the bidding documents, or a bid which is in any other way materially incomplete, irregular or not responsive to the bid request in the sole determination of the City.
15. AWARD.

A. The City may retain all bids for a period of one hundred twenty (120) days for examination and comparison, and to delete any portion of the Work from the contract.

B. The City may waive nonmaterial irregularities in a bid and will accept the lowest responsive bid from a responsible bidder as determined by the City.

C. The City will determine the low bidder on the basis of the total bid price in words on the bidding sheet as described on the bidding sheet.

D. City Staff will identify the apparent lowest responsive and responsible bidder and notify such bidder within one hundred twenty (120) days (unless the number of days is modified in any Addendum issued to bidders) after the Bid Deadline. Within fifteen (15) days after receiving the City’s written notice that bidder was identified as the apparent lowest responsible bidder, bidder will submit to the City all of the following items as required by the City:

15.4.1 Two originals of the contract signed by bidder.

15.4.2 One original of the payment bond.

15.4.3 One original of the performance bond.

15.4.4 Certificates of insurance and additional insured endorsements on forms provided by the city.

15.4.5 Copy of current city of Goleta business license certificate.

15.4.6 Names of all subcontractors, with their DIR registration number, license numbers, addresses, telephone number, facsimile number and trade on bidders’ company stationery. Evidence, as required by the city, of the reliability and responsibility of the proposed subcontractors such as statements of experience, statements of financial condition, and references.

E. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. This Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

F. If bidder submits the two original signed contracts and all other items within fifteen (15) days after receiving the City’s notification, and all such items comply with the requirements of the bidding documents, the City will submit the bid to the City Council for award of Contract. Following City Council Award of Contract, the City will sign the contract and return a signed copy of the contract to bidder.
16. NOTICE OF INTENT TO AWARD CONTRACT. Following the opening of bids and determination of the lowest responsible Bidder, the City will issue a notice of intent to award the Contract, identifying the Bidder to whom the City intends to award the Contract. The award of the Contracts shall be made by the City Council.

17. PUBLIC RECORDS. City seeks to conduct its business openly. Upon identification of the lowest responsive and responsible bidder and upon notifying such bidder, Bids shall be regarded as public, with the exception any elements of each Bid that are identified by the Bidder as business or trade secrets and plainly marked as “trade secret,” “confidential,” or “proprietary.” Each element of a Bid which a Bidder desires not to be considered public must be clearly marked as set forth above; any blanket statement (i.e. regarding entire pages, documents, or other, non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If City receives a request from a third party to make a Bid available for inspection or copying, the City will notify the Bidder of the request. If a Bidder instructs the City that the information is not to be released, City will withhold the information, provided, the Bidder expeditiously seeks a protective order from a court of competent jurisdiction to prevent such release. If disclosure is required by law (despite the Bidder’s request for confidentiality), the City shall not in any way be liable or responsible for the disclosure of such records or part thereof.

18. BID PROTEST. Any registered Bidder may file a protest provided that each and all of the following are complied with:

18.1. The bid protest is in writing;

18.2. Protests based upon alleged defects or improprieties in the Bidding Documents are filed with the City prior to the Bid Deadline;

18.3. All other protests are filed and received by the City not more than five (5) calendar days following the date of City’s Notice of Intent to Award the Contract; and

18.4. The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest. All factual contentions must be supported by competent, admissible and credible evidence.

18.5. Any matters not set forth in the written bid protest shall be deemed waived. Any bid protest not conforming to the foregoing shall be rejected by the City as invalid.
ATTACHMENT A – BIDDING INSTRUCTIONS
OR EQUAL SUBSTITUTION FORM

Project: ____________________________

Location: ____________________________

TO: _________________________________

FROM: _____________________________

1. Section, Paragraph and Page Number of Specification or Drawing to which this Request applies: ______
   ____________________________________________________________

2. Item specified for which substitution is requested:

   Name or Brand: _________________________________
   Manufacturer: __________________________________
   Catalog No.: ________________________________

3. The proposed substitution is:

   Name or Brand: _________________________________
   Manufacturer: __________________________________
   Catalog No.: ________________________________

4. Contractor is required to provide product data for the proposed substitution consisting of the description of
   the product or item, reference standards and performance test data, together with substantiating data, supporting
   the claim that the non-specified product is equal to that specified. No substitution request will be
   considered by the City without a completed Substitution Request form and substantiating data. Contractor
   shall attach hereto complete technical data, including technical information, complete manufacturer’s
   catalogs, brochures and drawings, certified laboratory test reports and samples as applicable for the
   proposed substitution, installation and operating instructions, manufacturing warranties and other
   descriptive material.

5. Reasons for substitution request:
   __________________________________________________________
   __________________________________________________________

6. Detailed comparison of significant qualities and properties (size, weight, durability, performance and similar
   characteristics) including the visual effect where applicable, for the proposed substitution in comparison
with original requirements includes (list detailed comparison with supporting data, use separate sheets if required):


7. Installation changes and changes to Drawings and Specifications required by the proposed substitution are (list all required changes, use separate sheets if required):


8. Does this substitution affect dimensions shown on Drawings?

Yes ____________ No ____________

If yes, clearly indicate changes on each Drawing by Sheet No.:


9. List the effects of the proposed substitution on other parts of the Work or on separate contracts, including required changes in Drawings, dimensions, engineering and detailing costs and effect on other trades.


10. What effect does substitution have on applicable code requirements?


11. Identify differences between the proposed substitution and the specified item.


12. Attach a copy of manufacturer's warranty, Manufacturer's guarantees and warranties of proposed and specified items are:

Same

Different
(Explain on attachment.)

Manufacturer shall provide a letter stating the fitness for intended use, and performance equivalence with the specified item.

13. List the name and address of three similar projects (not necessarily installed by Contractor) on which the proposed product was used and date of installation:

(1) **Name of Project:**

   ________________________________________________

   **Address:**

   ________________________________________________

   **Date of Installation:**

   ________________________________________________

(2) **Name of Project:**

   ________________________________________________

   **Address:**

   ________________________________________________

   **Date of Installation:**

   ________________________________________________

(3) **Name of Project:**

   ________________________________________________

   **Address:**

   ________________________________________________

   **Date of Installation:**

   ________________________________________________

14. Use of the substitution will cause the Contract Time to be:
15. Use of the substitution will affect the critical path of the Construction Schedule as follows (identify any proposed adjustment to the Contract Time):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

16. Reduction in the Contract Sum of $________________________will result from use of the substituted item.

17. Estimated cost of any engineering, design or agency fees required for work of all trades directly or indirectly affected by the substitution is: $______

18. The date by which City must accept this Request in order for the time and cost estimates in Paragraphs 14 and 16 to remain valid is: __________________________.

19. Contractor Affidavit. The undersigned, having thoroughly investigated the proposed substitution represents, certifies and declares, under penalty of perjury under the laws of the State of California that:

(1) Contractor has personally investigated the proposed substitution and determined that it is equal or superior in all respects to the material, product, thing or service specified except as specifically noted: __________________________;

(2) Contractor will provide the same warranty and correction responsibility for the proposed substitution that the Contractor would have provided for that specified;

(3) The cost data presented is complete and includes all related costs under this Contract except any redesign costs and agency fees;

(4) Contractor will indemnify City from and pay all redesign, engineering, detailing, special inspection costs and agency fees caused by the use of this substitution;

(5) Contractor will coordinate the installation of the accepted substitution, making such changes as may be required for the Work to be complete in all respects.

(6) Contractor waives all claims for additional costs relating to the substitution which may subsequently become apparent; and

(7) Contractor assumes all responsibility for and will indemnify City from and pay all direct or indirect costs and/or time impacts as a result of the use of the substitution.
OLD TOWN SIDEWALK IMPROVEMENTS PROJECT

Executed this _________ day of _________ 20__, at ____________, California.

____________________________________________________

(Type or print name)

Submitted by:

____________________________________________________

(Firm)

____________________________________________________

(Address)

For use by City:

___ Accepted ___ Accepted as noted

___ Not Accepted ___ Rejected as late

____________________________________________________

(By)

____________________________________________________

(Date)
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SECTION C PROPOSAL

BID PROPOSAL
FOR
OLD TOWN SIDEWALK IMPROVEMENTS PROJECT

TO THE CITY OF GOLETA (“City”):

In accordance with City’s Notice Inviting Sealed Bids, the undersigned Bidder hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the Old Town Sidewalk Improvements 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 per Sections 9-1.06B and C. It is agreed that the unit and/or lump sum prices bid include all overhead, profit, appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amount, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the Bidder’s default in executing the Contract and filing the necessary bonds and insurance certificates WITHIN FIFTEEN (15) WORKING DAYS, not including Saturdays, Sundays and legal holidays, after the City has mailed notice of the award of contract to the Bidder, the proceeds of the Bid Security accompanying this Bid shall become the property of the City and this Bid and the acceptance hereof may, at the City’s option, be considered null and void.
BID PROPOSAL
FOR
OLD TOWN SIDEWALK IMPROVEMENTS PROJECT

Bids will be received before 3:00 P.M., Wednesday, October 30, 2019, at the City of Goleta, City Hall Building, 130 Cremona Drive, Suite B, Goleta, CA 93117.

Questions regarding the Contract Documents, Specifications, Proposal or other Bidding Documents, shall be submitted in writing and emailed to jwinslow@cityofgoleta.org.

The Project insurance requirements are per the Caltrans Standard Specifications, as modified by the City General Provisions contained herein.

Contract Time: 180 Working Days. Time is of the essence in the performance of this contract

BIDDER SHALL COMPLETE:

Bidder’s Name ____________________________________________________________

Street Address ___________________________________________________________

City ________________________ State ________ Zip Code _________________

Telephone Number __________________ Fax Number _________________________

E-mail _________________________________________________________________

The following Addenda are acknowledged: Number Dated Initials

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

_________________ ____________ ____________

_________________ ____________ ____________

_________________ ____________ ____________

BIDDERS Signature __________________________ DATE ______________________

____________________________

Tax I.D. Number
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The cost of all labor, material and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit or lump sum prices for the various items shown herein.

The City 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. The City's decision on the bid amount is final.

Bidders must bid on all items in the Bid Schedule including the Supplemental and/or Alternative Bid Items in order for their bids to be complete. The award of contract will be based on the lowest responsive Base Bid only.

In the case of unit basis items, the amount set forth under the "Item Total" column (total base bid in words) shall be the product of the unit price bid and the estimated quantity for the item.

Bids on lump sum items are item totals. If a unit price of a lump sum item is entered and it differs from the item total, the item total prevails.

Entries are to be expressed in dollars or decimal fractions of a dollar. Symbols such as commas and dollar signs are ignored and have no significance in establishing unit price or item total.

Unit prices and item totals are interpreted by the number of digits and decimal placement. Do not round item totals or the total bid.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price prevails, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount of the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the City's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Bid comparison are prescribed in Section 2-1.33B of the Caltrans Standard Specification as amended by City's General Provisions.
## BASE BID SCHEDULE

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>Utility Coordination</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>Job Site Management</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>Storm Water Pollution Prevention Plan</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>Traffic Control System</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>6</td>
<td>Plant Establishment (Type 1 – 1 Year)</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>7</td>
<td>Clearing and Grubbing</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>8</td>
<td>RoadwayExcavation</td>
<td>CY</td>
<td>5,040</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>9</td>
<td>Relocate Tree</td>
<td>EA</td>
<td>4</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>10</td>
<td>Remove Tree</td>
<td>EA</td>
<td>24</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>11</td>
<td>Remove Tree – Large</td>
<td>EA</td>
<td>2</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>12</td>
<td>Plant Tree</td>
<td>EA</td>
<td>39</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>13</td>
<td>Remove Fence</td>
<td>LF</td>
<td>1,400</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>14</td>
<td>Remove Mailbox</td>
<td>EA</td>
<td>18</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>15</td>
<td>Adjust Utility</td>
<td>EA</td>
<td>104</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>16</td>
<td>Bio-Retention Section and Plants</td>
<td>SF</td>
<td>4,200</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>17</td>
<td>Class 2 Aggregate Base</td>
<td>CY</td>
<td>2,810</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>18</td>
<td>Class 3 Aggregate Base</td>
<td>CY</td>
<td>135</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>19</td>
<td>Asphalt Treated Permeable Base</td>
<td>CY</td>
<td>95</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>20</td>
<td>Hot Mix Asphalt (Type A)</td>
<td>TN</td>
<td>3,170</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>21</td>
<td>Hot Mix Asphalt (Leveling)</td>
<td>TN</td>
<td>80</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>22</td>
<td>Hot Mix Asphalt - Open Graded Friction Course</td>
<td>TN</td>
<td>80</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>23</td>
<td>Cold Plane Asphalt Concrete Pavement</td>
<td>SY</td>
<td>7,250</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>24</td>
<td>Gravel Shoulder Backing</td>
<td>CY</td>
<td>26</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>25</td>
<td>Roadside Sign (Strap and Saddle Bracket Method)</td>
<td>EA</td>
<td>3</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>
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### BIDDING SHEET (Page 3 of 3)

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>26</td>
<td>Minor Concrete (Curb)</td>
<td>CY</td>
<td>430</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Detectable Warning Surface</td>
<td>SF</td>
<td>311</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Minor Concrete (Driveway)</td>
<td>CY</td>
<td>177</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Minor Concrete (Sidewalk)</td>
<td>CY</td>
<td>339</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Minor Concrete (Curb Ramp)</td>
<td>CY</td>
<td>26</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>Minor Concrete (Cross-Gutter and Spandrel)</td>
<td>CY</td>
<td>114</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>Minor Concrete (Stairs)</td>
<td>CY</td>
<td>1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Sidewalk Underdrain</td>
<td>EA</td>
<td>45</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>Drainage Inlet</td>
<td>EA</td>
<td>2</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>Bio-Filtration Unit</td>
<td>EA</td>
<td>2</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>Chain Link Fence (Type CL-4)</td>
<td>LF</td>
<td>312</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>Chain Link Gate (Type CL-4; W=4)</td>
<td>EA</td>
<td>4</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>Remove Roadside Sign</td>
<td>EA</td>
<td>19</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>Relocate Roadside Sign</td>
<td>EA</td>
<td>15</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>Furnish Single Sheet Aluminum Sign (0.063&quot; - Unframed)</td>
<td>SF</td>
<td>130</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>Roadside Sign - One Post</td>
<td>EA</td>
<td>31</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>Tubular Handrailing</td>
<td>LF</td>
<td>20</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>Bike Rack</td>
<td>EA</td>
<td>1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>Paint Traffic Stripe (3-Application; 8-Coat)</td>
<td>LF</td>
<td>5,240</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>Paint Curb (3-Application; 8-Coat)</td>
<td>LF</td>
<td>568</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>Paint Pavement Marking (3-Application; 8-Coat)</td>
<td>SF</td>
<td>390</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL BASE BID** $ 

(Total Bid in Words)

__________________________

Company Name of Bidder

C-9
PROPOSED EQUIPMENT AND MATERIAL MANUFACTURERS

The Bidder must indicate the name of the manufacturer of the equipment, and supplier of the material, proposed to be furnished under the contract. Awarding of a contract based on this bid does not imply approval by the City of the manufacturers or suppliers listed by the Bidder. No substitution will be permitted after award of contract except upon written approval of the City.

<table>
<thead>
<tr>
<th>Equipment/Materials</th>
<th>Supplier</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Portland Cement Concrete</td>
<td></td>
</tr>
<tr>
<td>2. Hot Mix Asphalt (HMA Type A)</td>
<td></td>
</tr>
<tr>
<td>3. Class 2 Aggregate Base</td>
<td></td>
</tr>
<tr>
<td>4. Detectable Warning Surface</td>
<td></td>
</tr>
<tr>
<td>5. Traffic Stripe and Marking Paint</td>
<td></td>
</tr>
</tbody>
</table>

Additional items in the Special Provisions

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<table>
<thead>
<tr>
<th></th>
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<tbody>
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</tr>
</tbody>
</table>
**DESIGNATION OF SUBCONTRACTORS**
Bidder proposes to subcontract certain portions of the Work which are in excess of one-half of one percent (0.5%) of the total amount base bid or $10,000, whichever is greater, and to procure materials and equipment from suppliers and vendors.

These Subcontractors are identified as follows:

<table>
<thead>
<tr>
<th>Work to be Performed</th>
<th>Subcontractor License Number</th>
<th>Subcontractor DIR Registration Number (Note1)</th>
<th>Percent of Total Bid</th>
<th>Subcontractor’s Name &amp; Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>

Note 1: Bidders have 24 hours after the Bid Deadline to submit this information
**BIDDER’S REFERENCES**

The following are the names, addresses, and phone numbers for three public agencies for which Bidder has performed projects of the same magnitude and character of the work bid within the past three years:

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

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

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

The following are the names, addresses, and phone numbers for all brokers and sureties from whom Bidder intends to procure insurance bonds:

- __________________________________________________________________________
- __________________________________________________________________________
- __________________________________________________________________________

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

Bidder certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any local, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.
ELIGIBILITY TO CONTRACT

The successful Bidder is 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 _________________________________

DIR Registration No: _____________________________________________________________

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

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

All current and prior DBA’s, alias, and/or fictitious business names for any principal having an interest in this Bid are as follows:
                                                                                     _______________________________________________________________
                                                                                     _______________________________________________________________
                                                                                     _______________________________________________________________
I declare under penalty of perjury under the laws of the State of California that the above representations are true and correct. Executed this _____ day of ____________, 201_, at _____________________ California.

__________________________________
Signature and Title of Bidder
or Authorized Representative

(SEAL)
BIDDER’S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS AND DEFAULTS

Identify all instances of being disqualified, removed, determined to be a non-responsible bidder, debarred, assessed liquidated damages, terminated for default or otherwise prevented from bidding on, or completing, a federal, state, or local government project.

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

2. If yes, explain the circumstances including date of public entity action, name of project, contract award amount and current contact person at public entity:

   ______________________________________________________________
   ______________________________________________________________
   ______________________________________________________________
   ______________________________________________________________
   ______________________________________________________________
   ______________________________________________________________
   ______________________________________________________________
   ______________________________________________________________
   ______________________________________________________________
   ______________________________________________________________
   ______________________________________________________________

   Signature and Title of Bidder or Authorized Representative
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OLD TOWN SIDEWALK IMPROVEMENTS PROJECT

BID BOND
FOR
OLD TOWN SIDEWALK IMPROVEMENTS PROJECT

KNOW ALL PERSONS BY THESE PRESENTS that [Bidder] ____________________________ as PRINCIPAL, and _______________________________, a corporation organized under the laws of the State of ______________________ and licensed by the State of California to execute bonds and undertakings as sole surety, as SURETY, are held and firmly bound unto the City of Goleta, as City, in the penal sum of ten percent (10%) of the total Base Bid Price on the base Contract Work, excluding any Alternate Bid Items submitted by PRINCIPAL to CITY for the above stated project, for the payment of which sum, PRINCIPAL and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas PRINCIPAL has submitted a proposal to CITY for the above stated project.

NOW, THEREFORE, the penal sum guaranteed by this bond shall be forfeited to the City in the event of any of the following: (1) The aforesaid Principal withdraws said bid after the Bid Deadline contrary to applicable law; or (2) Principal fails, within ten (10) business days after receipt of written notice that the contract has been awarded to Principal and tender of the Contract, to, deliver to City the executed Agreement, in the prescribed form, in accordance with the bid as accepted, and file with the City all documents required in section 3-1.18 of the City’s General Provisions.

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ________day of ________________________, 201 __.

PRINCIPAL: ________________________________

(Address) ________________________________

______________________________

BY: ________________________________

(Signature and Title of Authorized Officer)

BY: ________________________________

(Signature and Title of Authorized Officer)
SURETY: _______________________________________

(Address) _______________________________________

_____________________________________

BY: _______________________________________

(Signature and Title of Authorized Officer)

BY: _______________________________________

(Signature and Title of Authorized Officer)

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment. Also, evidence of the authority of any person signing as attorney-in-fact must be attached.
STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES
CONCERNING THE CONTRACTOR’S LICENSING LAWS
[Business & Professions Code § 7028.15; Public Contract Code § 20103.5]

The undersigned, a duly authorized representative of the Bidder, certify that I am aware of the provisions of California law and that I, or the company/individual on whose behalf this Bid is being submitted, hold a currently valid California contractor’s license as set forth in the Business and Professions Code § 7028.15 and Public Contract Code § 20103.5 (and any updates).

A contractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Bidder: ____________________________________________

License No.: ________________ Class __________ Expiration date: ______________

DIR Registration No.: _______________________

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

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

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

2. The Bidder is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.

3. The Bidder is aware of California Public Contract Code Section 6109 (and any updates.)

4. The Bidder has investigated the eligibility of each and every subcontractor the contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 and 1777.7 of the Labor Code, or any other provision of law.

5. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this __________ day of _________________________, 20___, at _________________________, California.

Signature: ____________________________________

Name: _____________________________________

Title: _____________________________________

Name of Company: _____________________________

Note: Signature must be acknowledged before a notary public. Attach appropriate acknowledgment.
NON-COLLUSION DECLARATION
FOR
OLD TOWN SIDEWALK IMPROVEMENTS PROJECT

I am the [title] of [name of bidder], the party making the foregoing bid, declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly, colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee 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]

____________________________________
(Signature and Title of Authorized Representative)
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SECTION D
CONTRACT AWARD AND EXECUTION

CONTRACT
PERFORMANCE BOND FORM
PAYMENT BOND FORM
SAMPLE CONTRACT

This Public Works Agreement (herein referred to as “AGREEMENT”) 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”).

RECATALS

A. Pursuant to the Notice Inviting Sealed Bids for the Old Town Sidewalk Improvements Project, bids were received, publicly opened, and declared on the date specified in the notice.

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

C. The City Council on this _____ day of (month), 20___, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT with CONTRACTOR for furnishing labor, equipment and material for the Old Town Sidewalk Improvements 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 Old Town Sidewalk Improvements 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 “Notice Inviting 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 Notice Inviting Bids, Instructions to Bidders, Bid Proposal, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with this Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written agreement, the provisions of this Agreement, and the Standard Specifications, in
that order, shall control. Collectively, these contract documents constitute the complete agreement between CITY and CONTRACTOR and supersede any previous agreements or understandings.

3. **COMPENSATION:** CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

4. **TIME OF PERFORMANCE:** CONTRACTOR agrees to complete the work within 180 working days from the date of the notice to proceed. By signing this Agreement, 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, 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.

5. **PREVAILING WAGES:**

   A. 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.

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

   C. 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.

   D. 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:
(1) 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

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

(3) 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

(4) 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.

E. 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.

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

G. 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.

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

6. LEGAL HOURS OF WORK: CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Except as provided by Labor Code Section 1815, the CONTRACTOR shall, as a penalty to the CITY, forfeit twenty five dollars ($25) for each worker employed in the execution of the Contract by the CONTRACTOR or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 (commencing at Section 1810) of the California Labor Code.
7. **TRAVEL AND SUBSISTENCE PAY:** CONTRACTOR agrees to pay travel and subsistence pay to each worker needed to execute the work required by this Agreement as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

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

CONTRACTOR will indemnify 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 Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

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

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

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

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

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

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

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

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

15. **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 Agreement any licenses, permits, insurance, and approvals which are legally required of CONTRACTOR to practice its profession. CONTRACTOR shall maintain a City of Goleta business license, if required under CITY ordinance.

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

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

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

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

20. **NOTICES:** All notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party’s representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

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

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

CONTRACTOR

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

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

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

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

25. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES:** The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
26. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of California, and exclusive venue for any action involving this Agreement will be in Santa Barbara County.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement with all the formalities required by law on the respective dates set forth opposite their signatures.

This Agreement is executed on this ___ day of ___, ____, at Goleta, California, and effective as of ______________, ______.

**CITY OF GOLETA:**

________________________
Michelle Greene, City Manager

**ATTEST:**

________________________
Deborah Lopez, City Clerk

**APPROVED AS TO FORM:**

________________________
Winnie Cai, Assistant City Attorney

**CONTRACTOR:**

________________________
Name, Title

________________________
State of California License No.

________________________
Department of Industrial Relations Registration No.

________________________
Business Phone No.

________________________
CONTRACTOR’S Emergency Phone No. at which contractor can be reached at any time
OLD TOWN SIDEWALK IMPROVEMENTS PROJECT

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Goleta, (hereinafter referred to as “City”) has awarded to ______________________, (hereinafter referred to as the “Contractor”) an agreement for the Old Town Sidewalk Improvements Project, (hereinafter referred to as the “Project”).

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated ________________, (hereinafter referred to as “Contract Documents”), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, ______________________, the undersigned Contractor and ______________________, as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of ______________________ DOLLARS, ($____________), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney’s fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City’s rights or the Contractor or Surety’s obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.
Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City’s option:

1. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

2. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term “balance of the contract price” as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

3. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term “balance of the contract price” as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City’s objection to Contractor’s further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.
IN WITNESS WHEREOF, we have hereunto set our hands and seals this ______ day of ____________, 20___.

(Corporate Seal)

Contractor/ Principal
By
Title

(Corporate Seal)

Surety
By
Title

(Attach Attorney-in-Fact Certificate)

This is a required form

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ______________

On ______________, 20__, before me, ______________________________, Notary Public, personally appeared ______________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer
- Partner(s) □ Limited □ General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document
Number of Pages
Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.
Notary Acknowledgment

STATE OF CALIFORNIA
COUNTY OF ______________

On ________________, 20___, before me, _______________________________, Notary Public, personally appeared ________________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer
☐ Partner(s)
☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title(s)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

END OF PERFORMANCE BOND
D-15
LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Goleta (hereinafter designated as the “City”), by action taken or a resolution passed _______________ , 20____, has awarded to _______________ hereinafter designated as the “Principal,” a contract for the work described as follows: the Old Town Sidewalk Improvements Project (the “Project”); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and __________________________ as Surety, are held and firmly bound unto the City in the penal sum of ______________ Dollars ($___________) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys’ fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole
conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of ____________, 20__.  

(Corporate Seal)  

______________________________  
Contractor/ Principal  
By______________________________  
Title______________________________

(Corporate Seal)  

______________________________  
Surety  
By ____________________________  
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)  
Title______________________________
Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ______________

On ________________, 20__, before me, _______________________________, Notary Public, personally appeared ________________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer
☐ Partner(s)  ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:

Name Of Person(s) Or Entity(ies)

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

D-19
Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ______________

On ______________, 20__, before me, ______________________________, Notary Public, personally appeared ______________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

____________________________________

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

☐ Partner(s) ☐ Limited
☐ General

☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:

Name Of Person(s) Or Entity(ies)

________________________________________________________________________

Title(s)

Title or Type of Document

________________________________________________________________________

Number of Pages

________________________________________________________________________

Date of Document

________________________________________________________________________

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PAYMENT BOND

D-20
SECTION E

CITY GENERAL PROVISIONS

The work provided herein shall be performed in accordance with the State of California Department of Transportation Standard Specifications 2015 edition (Standard Specifications). The Standard Specifications is as amended by Caltrans Standard Special Conditions and amendments in effect as of the Bid Deadline are incorporated herein by reference, as deleted or supplemented by the Contract Documents.

ORDER OF PRECEDENCE

In the event of conflicts or discrepancies between the Contract Documents, the provision placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials, unless otherwise directed by Owner in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence.

The governing ranking of Contract parts in descending order is:
1. Permits and other governmental approvals;
2. Change Orders and Construction Change Directives, issued after execution of the Agreement
3. Agreement/Contract; including all attachments and Addenda with later Addenda having priority over earlier Addenda
4. City Special provisions
5. City General Provisions
6. Project plans
8. Caltrans Revised standard specifications
9. Caltrans Standard specifications
10. Caltrans Revised standard plans
11. City of Goleta standard plans
12. County of Santa Barbara standard plans
14. Supplemental project information
15. Written numbers and notes on a drawing govern over graphics
16. A detail drawing governs over a general drawing
17. A detail specification governs over a general specification
18. A specification in a section governs over a specification referenced by that section

If a discrepancy is found or confusion arises, submit a Request for Information (RFI.)

MODIFICATIONS TO STANDARD SPECIFICATIONS

The following modifications shall be made to the Caltrans Standard Specifications and are incorporated into the Contract:
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DIVISION I  GENERAL PROVISIONS

1 GENERAL

1-1.01B  Severability.
In the event any Article, Section, Sub-article, Paragraph, Subparagraph, sentence, clause or phrase contained in the Contract Documents shall be deemed, determined, declared or adjudged invalid, illegal, unconstitutional, void or otherwise unenforceable such provision or clause shall be deemed to be severed and deleted from the Contract Documents and all remaining provisions shall continue in full force and effect.

1-1.01C  Provisions Deemed Inserted.
Each and every provision of law and clause required to be inserted in the Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though such provision or clause is included herein, and if through mistake, or otherwise, any such provision is not inserted or not correctly inserted, then upon application of either party, the Contract Documents shall forthwith be physically amended to make such insertion or correction.

1-1.01D  Neutral Interpretation.
The Contract Documents shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

Revise and add the following definitions in 1-1.07B Glossary:

Addenda: Written or graphic instruments issued by the City before the bid deadline that modify or interpret the bidding documents by additions, deletions, clarifications, or corrections.

Affiliate: An affiliate of a bidder, Contractor, or Subcontractor is an entity that is subject to control by the same persons who control the bidder, Contractor, or Subcontractor, through joint ownership or otherwise.

Acknowledgement of Final Closeout and Release of Claims and Final Payment: The final written declaration by the Contractor to City that: the entire Work has been fully completed; Contractor has submitted all required closeout documents; Contractor has completed all closeout and commissioning procedures, all in accordance with the Contract Documents; that the Work is ready for final inspection and that upon receipt of final payment, Contractor releases claims against the City excepting only disputed claims in stated amounts identified in the Acknowledgement of Final Closeout and Release of Claims form.

Agreement: The executed construction Contract between the City and the Contractor.

Alternate: An amount stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as Alternate Work, to be added or deducted from the Total Base Bid, which shall be the Contractor's responsibility if the City accepts the Alternate Bid Item.

Applicable law: All state, federal and local laws, statutes, ordinances, codes, rules and regulations governing the Work.

Application for final payment: The Contractor's written request for final payment including reconciliation of all partial payments, claims, changes or other proper adjustments to the Contract.
**Bid Deadline**: means the date and time designated in the notice inviting sealed bids as the last date and time for receipt of bids, as may be revised by addenda.

**Bidder**: A person or firm that submits a bid.

**Bidding Documents**: means the Notice Inviting Sealed Bids, Bidding Instructions, the City-prescribed bid forms, which each bidder must complete to submit a bid, the Contract Documents enumerated in the Agreement and all other construction documents prepared and issued for bidding purposes including all addenda.

**Change Order**: A Bilateral Change Order or a Unilateral Change Order as defined in Section 4-1.05C below:

**Bilateral Change Order**: A written document executed by the Contractor and the City using the City’s standard form of Change Order form, reflecting mutual agreement between the City and Contractor for: (A) any alteration in, deviation from, addition to, or deletion from the general scope of Work of the Contract including any increase or decrease in the quantity of any bid item or portion of the Work or the deletion of any bid item or portion of the Work; (B) a change in the terms or conditions of the Contract; and (C) the amount of the adjustment, if any, in the Contract Price and Contract Time.

**Unilateral Change Order**: A written document issued by the City to adjust the Contract Price and/or Contract Time if the City and Contractor cannot agree on the adjustment only in the following instances: 1) withholds and deductions allowed under the Contract Documents; and 2) final quantity adjustments for unit price work that reconcile original estimated quantities on the Bid Item List with final actual quantities used; and 3) an increase or decrease in the Contract Time consistent with the Contract Documents.

**Construction Change Directive**: A unilateral written order prepared by the Engineer directing the Contractor to perform a change in the Work in accordance with Section 4-1.05.

**Construction permits**: Permits required for the proper execution and completion of the Work, which are customarily secured after execution of the Contract including, but not limited to, permits related to trenching, excavation, street work, mechanical, electrical, plumbing, and elevators.

**Contract**: See Agreement.

**Contract Acceptance**: The formal written action by the City accepting the Work as complete. (Also known as Final Acceptance.) For purposes of Final Acceptance, the City Council must accept the Work.

**Contract Documents**: The Contract Documents are enumerated in the Agreement.

**Contract Price**: The Contract Price is the total aggregate amount of the Contractor’s bid price based on the estimated quantities listed in the Biding Sheet as set forth in the award of the Contract approved by the City Council, subject to adjustment for variances in quantities and changes pursuant to Change Orders executed in accordance with the Contract Documents.

**Contract Time**: Number of working days specified in the Agreement and as adjusted by any time adjustment within which the Contractor must fully perform all Work under the Contract.

**Department**: City of Goleta (City) acting by and through its Public Works Department; its authorized representatives.

**Director**: The Public Works Director of the City
Engineer: Any duly authorized representative either employed by or contracting with the City acting within the scope of the particular duties delegated to them.

Extra work: Any Work, desired or performed, but not included in the original Contract and not covered by a Bid Item Unit Price

Final Completion: Final Completion is the stage of performance of the Work when:

1. All Work required by the Contract Documents has been fully completed in compliance with the Contract Documents and all Applicable Laws including, but not limited to, correction or completion of all punch list items;
2. Contractor has delivered to the City all closeout documentation required by the Contract Documents including but not limited to the closeout documentation required by Section 9-1.17;
3. The Work passes the Engineer’s final inspection;
4. Final inspection and approval by the City and all applicable governmental agencies has occurred;
5. The City Council accepts the Work as complete and Engineer, in his or her discretion, records a Notice of Completion.

Final pay item: Bid item whose quantity shown on the Bid Item List is the quantity to be paid, regardless of actual quantity used, except as provided in Section 9-1.02C.

Force Majeure: Any of the following events, which materially and adversely affect Contractor's obligations hereunder: earthquakes; acts of god, epidemic, blockade, embargoes, rebellion, war, terrorism, national emergency, riot, act of sabotage, or civil commotion; discovery of any archaeological, paleontological or cultural resources; spill of hazardous substances by a third party at or near the project site which is required to be reported to the California Environmental Protection Agency, Department of Toxic Substances Control; discovery at, near, or on the site of any species listed as “threatened” or “endangered” under the Federal or State Endangered Species Act; or unusually severe weather conditions.

Holiday: Holiday shown in the following table:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date observed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Every Sunday</td>
<td>Every Sunday</td>
</tr>
<tr>
<td>New Year's Day</td>
<td>January 1st</td>
</tr>
<tr>
<td>Birthday of Martin Luther King, Jr.</td>
<td>3rd Monday in January</td>
</tr>
<tr>
<td>President's Day</td>
<td>3rd Monday in February</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Last Monday in May</td>
</tr>
<tr>
<td>Independence Day</td>
<td>July 4th</td>
</tr>
<tr>
<td>Labor Day</td>
<td>1st Monday in September</td>
</tr>
<tr>
<td>Veterans Day</td>
<td>November 12th</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>4th Thursday in November</td>
</tr>
<tr>
<td>Day after Thanksgiving Day</td>
<td>Day after Thanksgiving Day</td>
</tr>
<tr>
<td>Christmas Eve</td>
<td>December 24th</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25th</td>
</tr>
<tr>
<td>New Year’s Eve</td>
<td>December 31st</td>
</tr>
</tbody>
</table>
**Inspector:** The person designated by the engineer to ensure specification compliance.

**Major Bid item:** A single Contract item constituting 10 percent or more of the original Contract Price.

**Milestone:** A deadline for completion of a portion of the Work established in the Contract Documents and includes an event activity on a schedule that has zero duration and is used to represent the start or end of a certain phase of the Work.

**Or equal substitution:** The material product, equipment or process proposed by the Contractor for use in the Work as equivalent to that specified in the Contract Documents. See Section 4-1.07.

**Product data:** Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**Registered Bidder:** A Bidder that registers with the City by providing its street address, e-mail, phone, and fax to the City at the time of pick-up of or request for Bidding Documents.

**Samples:** Physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**Schedule:**

1. **Baseline Schedule:** Initial schedule accepted by City showing the original work plan starting on the date of commencement established by City’s Notice to Proceed. This schedule shows no completed work to date and no negative float or negative lag to any activity.
2. **Revised Schedule:** Schedule that incorporates a proposed or past change to logic or activity durations.
3. **Updated Schedule:** Current schedule developed from the accepted baseline and any subsequent City-accepted updated or revised schedules through Engineer’s regular monthly review to incorporate actual past progress.

**Shop drawings:** Drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, manufacturer, supplier or distributor showing details of manufactured or assembled products or systems proposed to be incorporated into the Work.

**Special Notice:** A notice in writing required to be provided under the Contract Documents within a specified interval of time (e.g., 48 hours) prior to commencement of the contemplated action. See section 12-2.

**Subcontract:** Contract between the Contractor and Subcontractor to perform a portion of the Work.

**Subcontractor:** A Subcontractor is a person or entity who has a direct contract with the Contractor or with another Subcontractor to perform a portion of the Work at the site. The term “Subcontractor” is referred to throughout the Bidding Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor.

**Submittal:** Shop drawings, product data, samples, test samples, quality control plans, work plans schedules and similar submittals:
1. **Action Submittal**: Written and graphic information and samples that require the City’s response.

2. **Informational Submittal**: Written information that does not require the City’s response.

**Supplemental Project Information.** Drawings and documents showing existing site conditions or as-built improvements and made available to Bidders for general background information about the Project. No guarantee is made that existing improvements or site conditions are accurately shown or described in Supplemental Project Information.

**State:** The State of California

**Total Base Bid:** The sum stated in the bid for which bidder offers to perform the Work described in the bidding documents, but not including alternates.

**Unauthorized work:** Work performed that is not required or authorized by the Contract. Contractor shall undertake, at its risk, work included in any oral request, written order, Change Order, or Construction Change Directive issued by a person in excess of that person’s authority as provided herein. Additionally, any work performed by the Contractor beyond the lines and grades shown on the Contract Documents or any extra work performed or provided by the Contractor without notice to the City shall be considered unauthorized and at the sole expense of the Contractor. Unauthorized work will not be measured or paid for and no extension of Contract Time will be granted on account thereof. Any unauthorized work may be ordered removed at the Contractor’s sole cost and expense. The failure of the City to direct or order removal of unauthorized work shall not constitute acceptance or approval of such work nor relieve the Contractor from any liability on account thereof.

**Unit Price:** An amount entered in the bid by a bidder or a “Contract Item” price established by the City in the Bid as a price per unit of measurement for payment for materials, equipment or services including taxes, supervision, overhead and profit for a portion of the Work described in the Bidding Documents.

**Work:** The resources, activities, construction and other services specified, indicated, shown, or reasonably inferable from the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations, including, but not limited to all alterations, amendments, extensions to it made by Change Order or Construction Change Directive required for Contract acceptance by the City.

**Work Directive:** A unilateral written order issued by the City directing the Contractor to continue performance of the Work or a disputed item of Work pending resolution of a claim or dispute concerning the scope of work or issued after a Contractor default.

**Work Moratorium:** Per City of Goleta Resolution 15-45, all work in the commercial zone on Hollister Avenue between Fairview Avenue and Patterson Avenue is prohibited between November 15 and January 2.

**Replace section 1-1.12 with:**

1-1.12 **MISCELLANY**

Checks and bonds are payable to the City of Goleta.
2  DELETED See Notice Inviting Sealed Bids and Bidding Instructions.

3  CONTRACT AWARD AND EXECUTION

DELETE 3-1.04.

Delete 3-1.05 and substitute the following:

3-1.05  CONTRACT BONDS (PUBLIC CONTRACT CODE § 7103 AND CIVIL CODE § 3247 ET SEQ.)

The successful bidder must furnish 2 bonds:

1. Payment bond meeting all the statutory requirements of the State of California on a form provided by the City in an amount that shall equal least one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop payment notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor or any person, firm or entity eligible to file a stop payment notice with respect to the Work; and.

2. Performance bond meeting all statutory requirements of the State of California on the form provided by the City. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contract Documents as may be amended from time to time including, but not limited to, liability for delays and damages (both direct and consequential) to the City and the City’s separate contractors and consultants, warranties, guarantees and indemnity obligations, in an amount that shall equal at least one hundred percent (100%) of the Contract Price.

City-approved bond forms are included in the Agreement section of the Contract Documents.

All bonds shall be executed by a California admitted surety insurer. Bonds issued by a California admitted surety listed in the latest versions of the U.S. Department of Treasury Circular 570 shall be deemed to be accepted unless specifically rejected by the City. Bonds from a California admitted surety not listed in Treasury Circular 570 must be accompanied by all of the documents enumerated in California Code of Civil Procedure Section 995.660(a). The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. The signatures shall be acknowledged by a Notary Public.

Every bond must display the surety’s bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration or modification of the Contract Documents or the Work to be performed thereunder shall in anyway affect its obligations and shall waive notice of any such change, extension of time, or alteration or modification of the Contract Documents.

Surety further must agree that it is obligated under the bonds to any successor, grantee, or assignee of the City.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.
Should any bond become insufficient, or should any of the sureties, in the opinion of the City, become non-responsible or unacceptable, the Contractor shall within ten (10) calendar days after receiving notice from City provide written documentation to the satisfaction of City that Contractor has secured new or additional sureties for the bonds, otherwise the Contractor shall be in default of the Contract. No further payments shall be deemed due or will be made under the Contract until a new surety(ies) qualifies and is accepted by City.

Delete 3-1.08 – 3-1.19:

~~~~~~~~~

4 SCOPE OF WORK

Add to the end paragraph of section 4-1.02:

4-1.02A FIELD MEASUREMENTS
Since the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various plans and other Contract Documents relative to that portion of the Work, as well as the Supplemental Project Information furnished by the City (surveys), if any, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Engineer any errors, inconsistencies or omissions discovered by or made known to the Contractor as a Request for Information (“RFI”) submitted to the Engineer, in such form as the Engineer may require. The accuracy of grades, elevations, dimensions, or locations of existing conditions are not guaranteed by the City, and the Contractor is responsible for verifying same, except to the extent that the City performs the construction staking for the Project.

Delete 4-1.05 and substitute the following:

4-1.05 CHANGES AND EXTRA WORK
4-1.05A General
Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Construction Change Directive, subject to the limitations stated in this Section 4-1.05 and elsewhere in the Contract Documents. The City may, at any time, without notice to Contractor’s surety(ies), order changes in the Work within the general scope of the Contract.

Changes in the Work shall be performed under applicable provisions of the Contract Documents. Until the City issues a signed Change Order, do not commence changes to the Work; unless the City issues a Construction Change Directive pursuant to Section 4-1.05E.

4-1.05B Work-Character Changes
The City adjusts the unit price for an item if:

1. An ordered plan or specification change materially changes the character of a work item from that on which the bid price was based
2. The unit cost of the changed item differs when compared to the unit cost of that item under the original plans and specifications
3. No approved Change Order addresses the payment
The City adjusts the payment under section 9-1.15, “Work-Character Changes.”

**4-1.05C Change Orders**

A Change Order is a Bilateral Change Order or a Unilateral Change Order, as defined below:

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

1. Any alteration in, deviation from, addition to, or deletion from the general scope of Work of the Contract, including any increase or decrease in the quantity of any bid item or portion of the Work or the deletion of any bid item or portion of the Work;

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

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

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

**Unilateral Change Order:** A written document issued by the City to adjust the Contract Price and/or Contract Time if the City and Contractor cannot agree on the adjustment only in the following instances:

1. Withholds and deductions allowed under the Contract Documents;

2. Final quantity adjustments for unit price work that reconcile original estimated quantities on the Bid Item List with final actual quantities used; and

3. An increase or decrease in the Contract Time consistent with the Contract Documents.

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

**4-1.05D Accord and Satisfaction**

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

**4-1.05E Construction Change Directives**

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

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

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

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

If extra work or a portion of extra work is covered by bid items, the City pays for this work as changed quantities in those items. If a portion of the extra work is not covered by bid items, then the City pays for the remaining portion of the extra work by force account or agreed price.

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

4-1.05H No Verbal Changes
All changes to the Contract, whether resulting in an increase, decrease, or no change in the Contract Price or Contract Time, must be in a written document that is authorized by the Contract Documents and signed by an authorized representative of the City.

4-1.05I City-Initiated Change Proposal Request
The City may issue a change proposal request, in writing, to the Contractor, describing a proposed change to the Work and requesting the Contractor submit an itemized proposal in a format acceptable to the City within ten (10) calendar days after the City’s issuance of the “Change Proposal Request.” The Contractor’s proposal shall include an analysis of impacts to cost and time, if any, to perform the extra work, or to delete Work, as applicable, including the effects and impacts, if any, on unchanged Work, estimates of costs, and Contractor’s proposed methods to minimize costs, delay and disruption to the performance of the Work. If Contractor fails to submit a written proposal within such period of time, the change described in the City’s Change Proposal Request shall be deemed to not result in an increase to the Contract Price or Contract Time and the change shall be performed by Contractor without any such increases. A Change Proposal Request does not authorize the Contractor to commence performance of the changed work. Contractor shall not perform any change until receipt of the City’s written approval through either a Change Order or Construction Change Directive.
4-1.05J Contractor-Initiated Change Order Request

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

4-1.05K Contractor’s Good Faith Review of Subcontractor Requests for Changes and Claims

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

4-1.05L Contractor Maintenance of Daily Records for Changes and Claims

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

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

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

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

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

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

### 4-1.05M Credit for Deleted Work
Contractor agrees that the City has the right, in its sole discretion, to determine whether any or all of the Work described in the Contract Documents shall be deleted or whether to terminate Contractor’s performance, in whole or in part, under the Contract Documents and without any penalty being incurred by the City. See Section 9-1.06 regarding payment for changed quantities. See Section 8-1.13 regarding termination.

### 4-1.05N Final Determination of Adjustment of Contract Sum and Contract Time
After issuance of a Construction Change Directive, when the City and Contractor reach agreement on adjustment of the Contract Price and Contract Time, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

### 4-1.05O CONTRACT UNIT PRICES
If a change is ordered in an item of work covered by Contract Unit Price, and such change does not involve a substantial— to be determined at the sole discretion of the City Engineer—change in the character of work from that shown on the Plans or included in the Specifications, then payment will be based upon the increase or decrease in quantity and the Contract Unit Price as described in Section 9-1.06B and 9-1.06C.

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

### 4-1.05P Work by Contractor
The following percentage shall be the maximum allowed to be added to the Contractor’s extra work costs and shall constitute the maximum markup for all overhead and profits. The markups established in Sections 9-1.04, 9-1.06 and 9-1.11 shall be replaced with:

1. Labor 15%
2. Materials 10%
3. Equipment Rental 10%
4. Other items and Expenditures 10%

To the sum of the costs and markups provided for in this subsection, 1 percent shall be added as compensation for bonding.
4-1.05Q  Work by Subcontractor
When all or any part of the extra work is performed by a Subcontractor, the markup established in 4-1.05P shall be applied to the Subcontractor’s actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added for the Contractor’s costs and supervision.

4-1.05R  Disputed Work
If the Contractor and the City are unable to reach agreement on disputed work, the City may direct the Contractor to proceed with the work. Payment shall be determined later by mediation, if the City and Contractor agree thereto, or as fixed in a court of law.

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

4-1.06  DIFFERING SITE CONDITIONS
Add the following:

4-1.06D  Existing Utilities; Location, Removal, Relocation and Protection.
Known utilities and their respective owners are shown on the Plans or specified in Supplemental Project Information. In accordance with California Government Code § 4215, City shall assume the responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Project Site, if such utilities are not indicated on the Bidding Documents and cannot be inferred from the presence of other visible facilities on or adjacent to the Project site. Contractor will not be compensated for the costs of locating, repairing damage due to the Contractor’s failure to exercise reasonable care, in removing or relocating utility facilities not indicated in the Contract Documents with reasonable accuracy, and for equipment on the Project Site necessarily idled during such work. The Contractor will not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of the City to provide for removal or relation of such utility facilities. Nothing in Government Code § 4215 shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Project Site can be inferred from the presence of other visible facilities, such as buildings, meters, curb markings, street markings, valves, hydrants, manhole covers, water valve covers, survey monuments, grates, vaults and junction boxes, on or adjacent to the Project Site, provided, however, nothing in Government Code § 4215 shall relieve City from identifying main or trunklines in the Contract Documents. If the Contractor encounters utility facilities not identified by the City in the Contract Documents, the Contractor shall immediately notify, in writing, the City and the utility owner. In the event that such utility facilities are owned by City, City shall have the sole discretion to perform repairs or relocation work at a price determined in accordance with the Contract Documents.

(a) The Contractor shall make a minimum of 2 exploratory excavations of all utilities lying wholly or in part within two feet of the Contractor’s proposed excavation limits, whether approximately parallel to or crossing the proposed limits to determine the alignment of utilities. All such exploratory excavations shall be performed as soon as practicable after award of the Contract sufficiently in advance of construction to avoid possible delays to the Work. When such exploratory excavations show a utility location different than indicated on the Plans, the Contractor shall notify the Engineer. After determining the exact location of such utilities, the Contractor shall backfill the excavations and shall immediately construct either a temporary or
permanent resurfacing over the backfill. Temporary resurfacing shall be constructed when the exploratory excavations are made in the area located within the proposed excavations. Permanent resurfacing shall be constructed when the exploratory excavations are made in an area outside the proposed excavations. The permanent resurfacing shall be of the type and thickness specified for resurfacing over the adjacent area or as field conditions may otherwise require, as determined by the Engineer. In either case, the excavations shall be backfilled in accordance with the Plans and Specifications.

(b) All costs for making exploratory excavations (including backfilling and resurfacing as specified herein) shall be absorbed or included in the prices bid for the various items of the Work. The Contractor shall notify the utility owners of the proposed schedule of the Work sufficiently in advance to allow for the overall coordination of any relocation work to be done and shall cooperate with utility owners in the performance of their work.

(c) In accordance with California Government Code ("CGC") Section 4216 et seq., when Work is to be conducted in an area which is known, or can be inferred from the presence of other visible facilities on or adjacent to the Project site, to contain underground utilities or subsurface improvements, the Contractor shall contact Underground Service Alert of Southern California at least two (2) Working Days, but not more than 14 Calendar Days, in advance of any construction activity that will or could damage or affect any underground utility or subsurface improvement, and obtain an inquiry identification number (CGC 4216). Caltrans and certain other agencies are not required to become a member of Underground Service Alert. The Contractor shall contact non-member agencies directly and request they locate and mark their subsurface installations. Pursuant to CGC section 4216.2, when any proposed excavation is within 10 feet of a "high priority subsurface installation" the Contractor shall coordinate with the operator. The Contractor shall delineate with white paint or other suitable markings the area to be excavated. The Contractor shall notify Underground Service Alert in the event of change in the Project limits or change in original Work previously shown on the Plans or indicated in the Specifications. When all Work is completed, the Contractor shall remove all markings for underground utilities.

(d) Subsurface installations are any underground pipeline, conduit, duct, wire, or other structure, except non-pressurized sewer lines, non-pressurized storm drains, or other non-pressurized drain lines. "Approximate location of subsurface installations" means a strip of land not more than 24 inches on either side of the exterior surface of the subsurface installation. "Approximate location" does not mean depth. (CGC 4216). When the subsurface installation markings are no longer reasonably visible, the Contractor shall notify Underground Service Alert to remark those subsurface installations that may be affected by excavation to the extent necessary (CGC 4216.3(c)).

4-1.06E Payment for Location, Removal, Relocation and Protection of Existing Utilities
Payment for location, protection, removal and relocation of existing utilities shall be included in the prices bid for the various items of Work involved and no additional payment will be made thereof (except to the extent such utilities are not indicated on the Bidding Documents and cannot be inferred from the presence of other visible facilities on or adjacent to the Project site).

In accordance with California Government Code Section 4215, if such utilities have not been identified with reasonable accuracy in the Contract Documents, the Contractor shall be compensated for the cost of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such Work. The Contractor shall not be assessed liquidated damages for delay in
completion of the Project, when such delay was caused by the failure of the City or the owner of the utility to provide for removal or relocation of such utility facilities.

4-1.06F Protection of Existing Utilities

The Contractor shall protect manhole covers, water valve covers, survey monuments, and grates of existing facilities. If necessary, they will be adjusted to grade by respective utility companies, unless noted on Plans as part of the Work of the Contract. The Contractor shall cover grates with material suitable for preventing any paving material from passing through the grate. On covers needing grade adjustment, the Contractor shall mark the location of all existing covers by scribing a cross in the new surface course. The cross mark shall be clear and legible after final rolling.

Curb markings for referencing the location of existing water valves, manholes and survey monuments shall be limited to 100 square inches at each location. Such markings shall be made with white paint backgrounds with black lettering. Any paint markings not in conformance with the above requirement shall be completely removed by the Contractor prior to completion of the project.

The Contractor shall maintain existing survey monuments identified on the plans as well as those discovered during construction (not shown on the plans).

Although overhead utilities have not been shown on all of the project plans, the Contractor is responsible to protect and maintain poles and overhead utility facilities.

Existing surface utilities to remain are known to encroach into the construction area. The Contractor is advised to carefully evaluate the location of existing poles and water meters during bidding. These existing utility features may reduce productivity or limit the use of some construction equipment.

See also section 5-1.36D.

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5 CONTROL OF WORK

Add to the end of section 5-1.03:

At Contractor’s own risk, Contractor may implement any work suggested by the Engineer, in writing, but not specified or required.

5-1.04 CITY’S RIGHT TO STOP THE WORK AND CARRY OUT THE WORK

5-1.04A City’s Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 6-2.01H or repeatedly fails to carry out Work in accordance with the Contract Documents, the City may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the City to stop the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity. The City’s right to stop the Work is in addition to and without prejudice to any other rights or remedies of the City.

5-1.04B City’s Right to Carry Out the Work

Notwithstanding other remedies available to the City, if the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a forty-eight
(48) hour period after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City, at its sole option and without obligation, may, with its own or outside forces, correct such deficiencies. In such case, an appropriate Change Order or Construction Change Directive shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including compensation for the City and its consultants’ additional services and expenses made necessary by such default, neglect, or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the City, immediately. This remedy is cumulative. The City may terminate the Contractor’s performance pursuant to the terms of the Contract. The City also has the right, but not the obligation, to self-perform or have other companies perform portions of the Work previously assigned to Contractor. In such case an appropriate Change Order or Construction Change Directive shall be issued deducting from payments then or thereafter due the Contractor the cost of performing such work efforts.

5-1.05 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor’s discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Sections 5-1.43.

5-1.13E Contingent Assignment of Subcontracts

Each subcontract or supply agreement is assigned by the Contractor to the City, provided that

1. assignment is effective only after termination of the Contractor’s performance by the City, for cause or convenience, and only for those Subcontracts and supply agreements that the City accepts by notifying the Subcontractor, supplier, and Contractor in writing; and

2. assignment is subject to any prior rights of the surety obligated under bond relating to the Contract.

When the City accepts the assignment of a subcontract, the City assumes the Contractor’s rights and obligations under the subcontract.

5-1.13F Arm’s Length Transactions and Commercially Useful Function of Subcontractors and Suppliers

To assure competitive bids and to assure that no bid rigging, unfair practices, collusion or conflicts of interest occur in connection with the Work, Contractor agrees that all agreements between Contractor and Subcontractors and suppliers for performance of the Work shall be pursuant to arm’s length transactions, with unrelated and unaffiliated firms (a “related” or “affiliated” firm is one which is subject to the control of the same persons through joint ownership or otherwise). In all such agreements, each firm shall act in its own best interest, for compensation that reflects the fair market values of the materials or services that are the subject of the transaction.

Contractor further agrees that each Subcontractor and supplier for the Work will perform a commercially useful function (i.e. is responsible for the performance, management and supervision of a distinct element of the Work). A Subcontractor or supplier does not perform a commercially useful function when, for example: the Work is outside the firm’s experience or qualifications; the firm provides little or no supervision of the Work; more than fifty percent (50%) of the Work designated to be performed by a Subcontractor is performed by a lower tier Subcontractor or supplier; the Subcontractor only purchases materials while performing little or
no Work; the firm works for only one prime contractor; or the same employees work for the firm and the Contractor.

If, upon the City’s request, Contractor fails to provide adequate assurances of arm’s length transactions or that all Subcontractors and suppliers will perform a commercially useful function, Contractor shall remove such Subcontractor or supplier from the project, exclude the cost associated with such firm from all Applications for Payment and change order requests and, if necessary, propose another Subcontractor or supplier to whom the City has no objection, without increase to the Contract Price or Contract Time.

Add to the end of section 5-1.16:
The representative must be able to competently speak, read, and write the English language and be able to clearly converse with all workers under his or her control. At no time shall the project be left with no person on site who is competent in the English language.

If the contract involves asphalt concrete repair or asphalt concrete resurfacing, asphalt concrete repair or asphalt concrete resurfacing work must be supervised by personnel with no less than 5 years of experience in asphalt concrete repair and asphalt concrete resurfacing. If asphalt concrete resurfacing or asphalt concrete repair work is consistently out of specified tolerance, discharge the worker immediately and provide replacement within one day of request, either verbal or written.

Add to the 1st paragraph of section 5-1.20A:
Attend weekly coordination meeting with Engineer and other entity at a time and location determined by the Engineer.

Add to the beginning of 5-1.23 SUBMITTALS:

5-1.23 GENERAL
The Contractor shall submit the following items to the Engineer for review at least five (5) working days prior to the preconstruction meeting. The schedule is subject to revisions by the Engineer in order to coordinate with other City projects.

Issuance of a Notice to Proceed is dependent on the timelines and the proper level of detail of these submittals. Submittals shall include, but are not limited to:

1. Key Personnel, Telephone Numbers and Emergency Telephone Numbers;
2. Project Construction Schedule per specifications;
3. Public Notices (i.e. Notifications and Door Hangers);
4. Storage Site Locations;
5. Traffic Control Plan / Detour Plans;
6. Parking Restriction Signs/Sample “No Parking” sign;
7. Noise mitigation measures;
8. Dust Control measures;
9. Waste Disposal Plan;
10. Copies of pertinent permits, licenses, certifications or required approvals per specifications;
11. List of Required Inspections;
12. Storm Water Pollution Prevention Plan (SWPPP);
13. Electrical, Signal Poles, and Equipment proof of order receipt;
14. Specific date, hours and location of work;
15. Complete description of work to be done;
16. Number and type of equipment to be used;
17. Noise mitigation measures to be employed; and
18. Distance of the nearest resident to the work.

The Contractor shall deliver a minimum of two (2) sets with an electronic copy in PDF format. Each submittal item shall be individually dated and numbered for tracking purposes, with an accompanying transmittal.

Review, acceptance or approval of substitutions, schedules, shop drawings, list of materials and procedures submitted or required by Contractor shall not add to the Contract amount, and additional costs which may result therefrom shall be solely the obligation of the Contractor.

Add to section 5-1.26:
Construction Surveys: Contractor shall be responsible for all project control and construction surveying and for referencing, replacement and recording of survey monuments, and shall include this in the bid. No grade setting, staking or survey services will be performed by the Engineer. Surveying shall be performed by a Land Surveyor registered in the State of California to perform these services. The Engineer reserves the right to check the Contractor's work at any time during the project. Checks performed by the Engineer will not relieve the Contractor from responsibility to properly locate and construct the Work in accordance with these Contract Documents.

Construction surveys and staking will be included in payment for other bid items of work and no additional compensation will be provided.

Delete 5-1.27E and substitute the following:
5-1.27E Change Order Records
Maintain separate records for change order work costs.

Add section 5.127F and G:

5-1.27F As-Builts
Contractor shall maintain at the project site, and shall make available to the Engineer a set of as-built plans, which shall be continuously updated during the prosecution of the Work, and shall show all deviations and changes to the Work, existing conditions, and any other information the Engineer may request in a legible manner.

Contractor’s obligation to keep as-built plans current, and to make them available to the Engineer, is a condition precedent to the City’s duty to process Applications for Payment. Contractor’s obligations under this section shall survive completion of the Work or termination.

5-1.27G Daily Reports
The Contractor shall complete a daily report in accordance with 8-1.01.

Add to section 5-1.31 JOB SITE APPEARANCE:
Contractor shall maintain job site in a clean and orderly fashion and in accordance with Dust Control specifications. Public Access shall remain clear of debris and hazards at all times. The Contractor shall prevent dust, grit, mud, excessive noise and other nuisances in and around the work areas during the entire contract period, including weekends and holidays.

Add to the end of section 5-1.32:
If you are authorized to use any portion of a street or parking lot, contractor shall repair, slurry seal and restripe to the limits designated by the Engineer.
Add to the end of section 5-1.36D:
Assist the City with compliance required of the City as an operator under the provisions of Government Code §4216-4216.5.

Notify the Engineer if the infrastructure described in the Contract cannot be found. Unless otherwise specified in the Contract Documents, payment for locating underground utilities and infrastructure shall be considered as included in the Bid prices for other items of works and no additional compensation will be allowed.

See also section 4-1.06 DIFFERING SITE CONDITIONS.

Replace entire section 5-1.43 with:

5-1.43 POTENTIAL CLAIMS AND DISPUTE RESOLUTION

5-1.43A Potential Claim

Any demand or assertion by the Contractor seeking an adjustment of Contract Price and/or Contract Time, or other relief, for any reason whatsoever, must be in strict compliance with the requirements of this Section 5-1.43. For purposes of this Section 5-1.43, any and all work relating to any such demand or assertion shall be referred to as “Disputed Work,” regardless of whether the basis of the demand or assertion arises from an interpretation of the Contract Documents, an action or inaction of the Contractor, the Engineer, or the City, or any other event, issue, or circumstance. The Contractor shall bear all costs incurred in complying with the provisions of this Section 5-1.43.

Promptly upon becoming aware of any event, issue, or circumstance including, but not limited to, disputes arising under the Contract, the acts or omissions of the Engineer or City or by operation of law, which the Contractor believes, in whole or in part, provides a basis for an adjustment of Contract Price and/or Contract Time, or that Contractor's performance is excused, or other relief, Contractor shall provide a signed written Initial Notice of Potential Claim to the Engineer in a format acceptable to the City. Contractor shall provide a signed written initial notice of potential claim to the Engineer within 5 days from the date the dispute first arose and before commencing any disputed work. The initial notice of potential claim shall provide the nature and circumstances involved in the dispute which shall remain consistent through the dispute. The initial notice of potential claim shall be submitted on Form CEM-6201A available on Caltrans' website and shall be certified with reference to the California False Claims Act, Government Code Sections 12650-12655. Assign an exclusive identification number for each dispute, determined by chronological sequencing, based on the date of the dispute.

The exclusive identification number for each dispute shall be used on the following corresponding documents:

1. Initial notice of potential claim.
2. Supplemental notice of potential claim.
3. Full and final documentation of potential claim.
4. Corresponding claim included in the Contractor's written statement of claims.

Provide the Engineer the opportunity to examine the site of work within 5 days from the date of the initial notice of potential claim. Proceed with the performance of contract work unless otherwise specified or directed by the Engineer.

Throughout the disputed work, maintain records that provide a clear distinction between the incurred direct costs of disputed work and that of undisputed work. Allow the Engineer access
to your project records deemed necessary by the Engineer to evaluate the potential claim within 20 days of the date of the Engineer's written request.

Within 15 days of submitting the initial notice of potential claim, submit a signed supplemental notice of potential claim to the Engineer that provides the following information:

1. The complete nature and circumstances of the dispute which caused the potential claim.
2. The contract provisions that provide the basis of claim.
3. The estimated cost of the potential claim, including an itemized breakdown of individual costs and how the estimate was determined.
4. A time impact analysis of the project schedule that illustrates the effect on the scheduled completion date due to schedule changes or disruptions where a request for adjustment of contract time is made.

Include your complete reasoning for additional compensation or adjustments.

Submit the supplemental notice of potential claim on Form CEM-6201B furnished by the Department and certify with reference to the California False Claims Act, Government Code Sections 12650-12655. The Engineer will evaluate the information presented in the supplemental notice of potential claim and provide a written response within 20 days of receipt. If the estimated cost or effect on the scheduled completion date changes, update information in items 3 and 4 above as soon as the change is recognized and submit this information to the Engineer.

Within 30 days of the completion of work related to the potential claim, submit the full and final documentation of potential claim to the Engineer that provides the following information:

1. A detailed factual narration of events fully describing the nature and circumstances that caused the dispute, including, but not limited to, necessary dates, locations, and items of work affected by the dispute.
2. The specific provisions of the contract that support the potential claim and a statement of the reasons these provisions support and provide a basis for entitlement of the potential claim.
3. When additional monetary compensation is requested, the exact amount requested calculated in conformance with section 4-1.05 or section 8-1.07C, including an itemized breakdown of individual costs. These costs shall be segregated into the following cost categories:
   3.1. Labor – A listing of individuals, classifications, regular hours and overtime hours worked, dates worked, and other pertinent information related to the requested reimbursement of labor costs.
   3.2. Materials – Invoices, purchase orders, location of materials either stored or incorporated into the work, dates materials were transported to the project or incorporated into the work, and other pertinent information related to the requested reimbursement of material costs.
   3.3. Equipment – Listing of detailed description (make, model, and serial number), hours of use, dates of use and equipment rates. Equipment rates shall be at the applicable State rental rate as listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," in effect when the affected work related to the dispute was performed.
   3.4. Other categories as specified by the Contractor or the Engineer.
(4.) When an adjustment of contract time is requested, include the following:
   4.1. The specific dates for which contract time is being requested.
   4.2. The specific reasons for entitlement to a contract time adjustment.
   4.3. The specific provisions of the contract that provide the basis for the requested contract
time adjustment.
   4.4. A detailed time impact analysis of the project schedule. The time impact analysis shall
show the effect of changes or disruptions on the scheduled completion date to
demonstrate entitlement to a contract time adjustment.

(5.) The identification and copies of documents and the substance of oral communications that
support the potential claim.
The full and final documentation of the potential claim shall be submitted on Form CEM-6201C
furnished by the Department and shall be certified with reference to the California False Claims
Act, Government Code Sections 12650-12655.

Pertinent information, references, arguments, and data to support the potential claim shall be
included in the full and final documentation of potential claim. Information submitted subsequent
to the full and final documentation submittal will not be considered. Information required in the
full and final documentation of potential claim, as listed in items 1 to 5 above, that is not
applicable to the dispute may be exempted as determined by the Engineer. No full and final
documentation of potential claim will be considered that does not have the same nature and
circumstances, and basis of claim as those specified on the initial and supplemental notices of
potential claim.

If you, in conjunction with or subsequent to the assertion of a potential claim, request inspection
and copying of documents or records in the possession of the City that pertain to the potential
claim, you must make your records of the project, as deemed by the City to be pertinent to the
potential claim, available to the City for inspection and copying."

Unless otherwise specified, the Engineer will evaluate the information presented in the full and
final documentation of potential claim and provide a written response within 30 days of receipt.
The Engineer’s receipt of the full and final documentation of potential claim shall be evidenced
by postal receipt or the Engineer’s written receipt if delivered by hand. If you submit full and final
documentation of potential claim after acceptance of the work by the City, the Engineer need not
provide a written response.

5-1.43B Dispute Resolution
All disputes and claims arising under or by virtue of this contract shall be directed to and be
determined by the Public Works Director. The Director’s determination can be appealed to City
Manager or their designee. The determination by the City Manager or their designee of disputes
and claims shall constitute the decision of the City of Goleta; provided, however, that Public
Contract Code section 9204 shall apply to all public works claims and Article 1.5 (commencing
with Section 20104) of Chapter 1 of Part 3 of Division 2 of the Public Contract Code shall apply
to the public works claim of $375,000 or less.

5-1.43C Dispute Resolution - Claims exceeding $375,000
Any claim, dispute, or other matter in question arising out of or related to the Contract or Project
exceeding three-hundred seventy-five thousand dollars ($375,000.00) that cannot be resolved
between the City and the Contractor shall be resolved by the Santa Barbara County Superior
Court. Section 9-1.22, “Arbitration” of the Caltrans Standard Specifications, is deleted.
5-1.43D Claims Procedures as a Prerequisite to Filing Suit
Contractor acknowledges and agrees that its failure to submit any notice of potential claim or claim arising under this Contract in accordance with Section 5-1.43, shall constitute a waiver of Contractor’s right to additional compensation and/or extension of time. Failure to follow the provisions set forth in this Contract shall constitute a waiver of Contractor’s right to receive any additional time or money as a result of any event giving rise to a claim or request for change order. Notwithstanding any other provisions in the Contract relating to any additional time or money which Contractor may be entitled to upon the occurrence of any directive or other event, or any other circumstance, Contractor must comply with the provisions of Section 5-1.43 to avoid a waiver of any such entitlement to any additional time or money. Contractor’s failure, neglect, or refusal to comply with the requirements of Section 5-1.43, or any portion thereof, shall bar Contractor’s request for additional compensation or adjustments to contract time. Such failure, neglect, or refusal prejudices the City’s and the Engineer’s ability to recognize and mitigate delay, and such failure, neglect, or refusal prevent the timely analysis of requests for adjustment of contract time, and whether such adjustments may be warranted. Contractor hereby waives all rights to additional compensation or adjustments of contract time due to delays or accelerations that result from or occur during periods of time for which Contractor fails, neglects, or refuses to fully comply with the requirements of Section 5-1.43.

5-1.43E Government Code Claims.
Notwithstanding Contractor’s participation in dispute resolution proceedings or other claims procedures under the Contract, such proceedings are in addition to Contractor’s obligation to present a written Government Code claim in accordance with Section 900 et al of the California Government Code, which is a prerequisite to filing a lawsuit for money or damages against the City. Contractor further acknowledges that notwithstanding Contractor’s compliance with the claims procedures set forth in Section 5-1.43 or in the City Special Provisions, such procedures are in addition to Contractor’s obligation to comply with the claims procedures set forth in Government Code sections 900 et al prior to filing a lawsuit against the City for any such claim. Failure to submit a Government Code claim, or comply with the claims provision contained in Section 5-1.43 or in the City Special Provisions, shall bar Contractor from bringing and maintaining a valid lawsuit against the City.

5-1.43F Participation in Dispute Resolution Proceedings
Contractor and the City agree that all parties necessary to resolve a claim or dispute should be parties to the same dispute resolution proceeding. Contractor agrees upon request of the City to be joined in any mediation or arbitration when Contractor’s presence is required if complete relief is to be accorded and to prevent the possibility of conflicting rulings on a common issue of law or fact and otherwise to prevent the risk of the parties being subjected to inconsistent obligations or decisions.

5-1.43G Contractor’s Continuing Obligations.
At all times during the processing of the Contractor’s potential Claim, including, but not limited to, in response to a work directive issued by the Engineer, the Contractor shall diligently proceed with the performance of the Disputed Work and other Work, unless otherwise specified or directed by the Engineer.

The Contractor shall provide the Engineer the opportunity to examine the site of the Disputed Work as soon as reasonably possible, and in no event later than five (5) days from the date of the Initial Notice of Potential Claim. Throughout the processing of the Contractor’s potential Claim, the Contractor shall provide the Engineer a reasonable opportunity to examine the site of the Disputed Work within five (5) days of the date of Engineer’s written request therefor.
The Contractor shall promptly respond to any requests for further information or documentation regarding the Contractor’s potential Claim.

Although not to be construed as proceeding with force account work, throughout the performance of the Disputed Work, the Contractor shall maintain daily records in accordance with Section 4-1.05, that provide a clear distinction between the incurred direct costs of Disputed Work and other Work. The Contractor shall allow the Engineer access to its project records deemed necessary by the Engineer to evaluate the potential Claim within fifteen (15) days of the date of the Engineer's written request.

All Subcontractor’s and material supplier’s claims of any type shall be brought only through Contractor pursuant to the provisions of this Section 5-1.43 and Contractor’s prior good faith review pursuant to Section 4-1.05. Under no circumstances shall any Subcontractor or material supplier make any direct claim against City.

Except where provided by law, or elsewhere in these Contract Documents, THE CITY SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES AND THE CONTRACTOR SHALL NOT INCLUDE THEM IN ITS CLAIMS. Contractor shall be limited in its recovery on any Claim(s) to the adjustments allowed in the Contract Documents.

During each step in the processing of the Contractor’s Claim, each notice shall be accompanied by the Contractor’s written statement that the adjustment or relief claimed is the entire adjustment or relief to which the claimant believes it is entitled as a result of the event, issue, or circumstance giving rise to the Claim.

Under no circumstances may the Contractor submit an Initial Notice of Potential Claim, Supplemental Notice of Potential Claim, or Notice of Final Claim after the date of final payment.

5-1.43H Notice of Third-Party Claims

The City shall provide Contractor with prompt written notice of the receipt of any third-party claim relating to the Contract in accordance with Public Contract Code section 9201 by sending a copy of the third-party claim to Contractor at the address indicated in the Agreement via first class mail.

 replace the 2nd paragraph of section 5-1.46 with:

Immediately following the date the Engineer reports to the City Council as work completed, you are relieved from:

 add to the end of section 5-1.46:

A list of the remaining items (a punch list) will be prepared by the Engineer and given to the Contractor.

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

Add to the end of section 6-1.01:
The project will be administered per the City’s Quality Assurance Program (QAP), which is available online. Contractor shall perform the work in compliance with the City QAP or as directed by the City Engineer. The City’s QAP shall supersede testing requirements listed in the Standard Specifications.

City shall provide quality assurance sampling and testing.

Add to the end of section 6-1.05:
Unless otherwise authorized by the Engineer, the substantiation of offers of equivalency must be submitted at the preconstruction meeting.

In the event Contractor furnishes any "or equal" material more expensive than that specified in the bid form, the difference in cost of such material so furnished will be borne by Contractor under Public Contract Code Section 3400.

Along with information supplied by the Contractor regarding equivalency of the proposed item, the Contractor shall clearly identify all deviations from the specified item. Deviations discovered by the Engineer after acceptance of an "or equal" item which were not identified by the Contractor with the submittal shall be cause for rejection of the "or equal" item. Contractor shall be due no additional compensation in time or money for either acceptance or rejection of a proposed "or equal" item and subsequent replacement with the item specified. Contractor shall pay cost to City for analysis of any submittals which requires more than a general review of an "or equal" item. Changes that result from the Contractor's use of "or equal" items shall be the sole responsibility of the Contractor and he shall bear all time and cost impacts to the project.

"Or equal" products may be accepted by the Engineer upon submittal of the following information:

1. Product Date Design Criteria
2. Physical Properties Limitations of Process
3. Material Specifications List of Previous Projects
4. Installation Specifications Size of Completed Projects
5. Testing Methods List of Current Projects
6. Third Party Test Data
7. Size of Current Projects
8. References (All references must include current names and telephone numbers)
9. List of all deviations from the specifications or referenced product or materials

The substitution request must include:

1. Description of the Contract specifications, plans and drawing details for performing the work and the proposed changes.
2. Itemization of Contract specifications and plan details that would be changed.
3. Detailed cost estimate for performing the work under the existing Contract and under the proposed change. Determine the estimates under section 9-1.04.
4. Reasonable deadline for the Engineer to decide on the changes.
5. Bid items affected and resulting quantity changes.
If the data provided to the City in support of a substitution request is incomplete or otherwise insufficient to prove the two points above, the Engineer may either deny the request outright or provide the Contractor the opportunity to provide additional information in support of its request. If the Contractor is provided an opportunity to resubmit additional information, the City has thirty (30) days to review such additional information. The Contractor shall not be entitled to any extension of the Contract Time for the time involved in the substitution request process.

By making a substitution request, Contractor shall be deemed to certify that: (i) the proposed substitution is equal to or exceeds all requirements of the pertinent Contract Documents as reasonably determined by Contractor; (ii) Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified; (iii) the cost data presented is complete and includes all related costs under Contract, including an estimate of the redesign costs; (iv) Contractor will coordinate the installation of any accepted substitution, making such changes as may be required for the Work to be complete in all respects; (v) Contractor waives all Claims and will indemnify the City for additional costs related to the substitution which subsequently become apparent; and (vi) Contractor accepts all responsibility and will indemnify the City for direct or indirect costs and/or time impacts as result of the substitution including impacts to Work not identified in the proposal.

Contractor shall proceed with performance of the Work as required by the Contract Documents and shall not modify such requirements in accordance with any substitution request unless the City accepts such request in a written Change Order.

Additional testing may be required, and all costs for testing shall be borne by the Contractor.

**Add to the end of section 6-2.03A:**

The Quality Assurance Program shall follow the City’s 2015 Quality Assurance Program (QAP) and as directed by the City Engineer.

**Add to section 6-2.03B:**

During the course of work, call for testing and inspection seventy-two (72) hours in advance of work associated with said testing and inspection.

Work not properly tested and inspected will be subject to rejection.

**Add section 6-2.01G:**

**6-2.01G WARRANTIES**

**6-2.01G(1) Warranty**

The Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. Work, materials, or equipment not conforming to these requirements, including substitution requests not properly approved and authorized pursuant to 6-1.05, shall be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Section 6-2.01H herein. Contractor’s performance bond surety shall be liable for breaches of all warranties and correction guarantees referenced in this Section or Section 6-2.01H.

Where any warranties provided under the Contract Documents overlap, conflict, or are duplicative, Contractor shall be bound by the more stringent requirements.
6-2.01G(2) **Procurement and Assignment of Warranties**

Any and all warranties or guarantees which the Contractor is required to obtain pursuant to the Contract Documents which are obtained from any person or entity other than the Contractor including, but not limited to, Subcontractors and manufacturers, shall either be obtained by Contractor in the name of the City (or such other name as the City may designate in writing to Contractor) or be legally transferred or assigned to the City (or the City’s designee) at the time of Final Completion of the Work. The Contractor shall perform the Work in such a manner so as to preserve any and all such guarantees and warranties. The Contractor shall secure written warranties from Subcontractors, material suppliers, and manufacturers’ warranties for labor and materials which extend beyond the one-year correction period in writing. Any warranty upgrades or extensions that are offered by suppliers or manufacturers of any equipment or system in the project shall be provided to the City as part of Contractor’s and Subcontractors’ standard warranties. Provided, however, if any such upgrade/extension offers would expire in less than 90 days after final completion of the Work, the Contractor shall provide the City with such offers at 90 days before the expiration date.

6-2.01G(3) **Survival of Warranties**

The provisions of this Section 6-2.01G shall survive Contractor’s completion of the Work or termination of the Contractor’s performance of the Work.

**Add section 6-2.01H:**

6-2.01H **CORRECTION GUARANTEE**

6-2.01H(1) **Before or After Final Completion**

The Contractor shall promptly correct Work rejected by the City or failing to conform to the requirements of the Contract Documents, whether discovered before or after Final Completion and regardless of whether or not the Work was fabricated, installed, or performed by the Contractor or any Subcontractor. All costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the City’s services and expenses made necessary thereby, shall be at the Contractor’s expense.

6-2.01H(2) **After Final Completion**

In addition to the Contractor’s obligations under Section 6-2.01G, if, within one (1) year after the date of Final Completion of the Work or designated portion thereof, or after the date for commencement of warranties, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the City to do so unless the City has previously given the Contractor a written acceptance of such condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the City, the City may correct it in accordance with Section 5-1.04.

The one (1) year correction period shall be extended with respect to portions of Work first performed after Final Completion by the period of time between Final Completion and the actual completion of that portion of the Work.

During the one (1) year correction guarantee period, the Contractor shall act on all notices received from the City within forty-eight (48) hours, unless the notice states that an emergency response is required (in which event, the Contractor shall act immediately). The City will not be required to call Subcontractors, suppliers or manufacturers directly.
The Contractor’s performance bond surety shall be liable for any breaches of all guarantees, including the correction guarantee established by this Section.

In the event of failure of the Contractor to comply with above mentioned conditions within two (2) calendar days (48 hours) or immediately for emergencies after being notified in writing, the City is hereby authorized to proceed to have defects repaired and made good at the expense of the Contractor who hereby agrees to pay all costs and charges, direct and indirect, therefore immediately on demand.

If, in the opinion of the City, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the City or to prevent interruption of operations of the City, the City will attempt to give the notice required by this Section 6-2.01H. If the Contractor cannot be contacted or does not comply with the City’s request for correction within a reasonable time as determined by the City, the City may, notwithstanding the provisions of this Section 6-2.01H, proceed to make such correction or provide such attention and the costs of such correction or attention shall be charged against the Contractor. Such action by the City will not relieve the Contractor of the guarantees provided in this Section 6-2.01H or elsewhere in this Contract.

This Section 6-2.01H does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. The Contractor shall furnish the City all appropriate guarantee or warranty certificates, as required, upon completion of this project.

6-2.01H(3) Removal of Non-Conforming Work
The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the City.

6-2.01H(4) Cost of Correction Due to Non-Conforming Work
If the Contractor’s correction or removal of Work that is not in accordance with the requirements of the Contract Documents damages or removes any other property, including but not limited to completed or partially completed construction of the City or any contractor, the Contractor shall bear the cost of correcting any and all such damaged or removed property.

6-2.01H(5) No Impact on Statutes of Limitation
Nothing contained in this Section 6-2.01H shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in this Section 6-2.01H relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor’s liability with respect to the Contractor’s obligations. Nothing contained in this Section 6-2.01H shall be construed as establishing any limitation period with respect to the City’s enforcement of any Contractor obligations under the Contract Documents that is shorter than the longest limitation period allowed under applicable law.

6-2.01H(6) Acceptance of Non-Conforming Work
If the City prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the City may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced by an amount equal to the entire cost of replacing the Work
to make it as originally specified and intended. Such adjustment shall be effected whether or not final payment has been made.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add to section 7-1.02K(5):

Unless authorized by the Engineer, regular working hours shall be within the hours of 7:30 a.m. and 4:30 p.m. Where night work is required, working hours shall be within the hours of 7:00 pm to 5:30 a.m., unless otherwise authorized by the Engineer. When school is in session, regular working hours may be altered by the Engineer to coincide with the school hours of operations.

If overtime work is approved by the Engineer, the City shall have the right and authority to make deductions in payments due or to become due to the Contractor as the City may deem just and reasonable for engineering, inspection, general supervision and overhead expenses.

Add new sections 7-1.03A and 7-1.03B:

7-1.03A Public Notification

The Contractor shall be responsible for Public Notification for each phase of the Work. Upon notification, Contractor shall prepare and submit a map of locations where the notifications will be delivered, including date and time of the planned notification to the Engineer for approval.

Contractor shall deliver public notices to:

1. Businesses and residences along the street included in the work; and
2. Businesses and residences along streets with access exclusively through streets included in the work.

Contractor shall also mail 2-week advance “Here We Come” notices to:
1. Property owners where they are not the onsite residents, so they arrive in advance of the 2-week notification.

Where apartment and office complexes are affected by the work, door hangers shall be delivered to each tenant. Posting notices on a common mailbox is not considered acceptable.

7-1.03A(1) Material

Public notices must include:

1. Start date of work;
2. Daily schedule of proposed work;
3. Typical parking restrictions;
4. Times of any restricted driveway access;
5. Your company name and phone number; and
6. Other information deemed necessary by the Engineer

Door hangers must be 14 inches by 4 inches Springhill index or equivalent, printed in English on one side and Spanish on reverse side.

Sample public notices are provided in the appendices.
7-1.03A(2) Submittal
Submit public notices for approval.

7-1.03A(3) Construction
Deliver "Here We Come" public notice two (2) weeks before starting work.
Deliver "Door Hanger" public notice no less than 72 hours before work on specific block on the street.

7-1.03B Parking Control
Use if required by special provisions.

7-1.03B(1) Material
Parking Signs must meet the following requirements:
1. Be of moisture resistant heavy cardstock
2. No less than 1.75 square feet in surface area
3. On a pre-printed template with red water-resistant lettering on white background
4. Include the words "Tow Away" and "No Parking" with a character height of no less than 2.75 inches and a stroke width of not less than 0.5 inches
4. Include specific day, date and time of restriction in lettering height of no less than 2.00 inches and stroke with of no less than 0.35 inches
5. Include your name and local telephone number in lettering no less than 0.75 inch in height
6. Be mounted such that the words "No Parking" are at an elevation between 3 feet and 7 feet above grade
7. Tied with string to trees and power poles, taped to existing sign poles or mounted on stakes or barricades you provide
8. Be place no more than 75 linear feet apart

At the telephone number provided on signs, provide staff for telephone inquiries between the hours of 7:00 a.m. and 6:00 p.m. on working days.

7-1.03B(2) Construction
7-1.03B(2)(a) Signs
Post and maintain signs as follows:
1. Comply with approved Traffic Control Plan;
2. On time restricted streets, 24 hours prior to temporary restrictions; and
3. On unrestricted streets, 72 hours prior to restrictions.

Notify the Engineer when the signs are placed.

Promptly reset or replace missing, damaged or defective signs. Replace signs if work is delayed.

When no longer required, promptly remove signs, string, tape, lath, barricade and any other material used. Removed material becomes your property.

7-1.03B(2)(b) Remove vehicles
Notify Sheriff Communications Center at (805) 681-4100 and City of Goleta Code Enforcement Officer at (805) 961-7556 no less than two hours prior to needed removal. Provide the address nearest the parked vehicle, make, model, color and license number.

7-1.03B(3) Payment
Payment for parking control is included in Traffic Control System.
If a vehicle owner successfully contests a towing citation in court, and his or her citation is dismissed for cause related to your failure to perform under section 7-1.03A, the City will make deductions in payments due or to become due. If a claim is filed after acceptance of the work by the City, you must reimburse the City.

Replace the 1st paragraphs of section 7-1.05A with:

7-1.05A General

To the maximum extent permitted by law, Contractor agrees to defend, indemnify and hold harmless City and all of its officers, employees and agents from any liability, financial loss, claims, demands, or causes of action, including but not limited to related expenses, attorney's fees and costs, based on, arising out of, or in any way related to the work undertaken by Contractor or any person or entity employed by Contractor or its agents. Nothing in this section shall narrow the indemnification provisions contained in the Caltrans Standard Specifications. The defense of the City and its officers, employees and agents must be provided by qualified and experienced counsel acceptable to the City Attorney. Any counsel proposed to defend the City must have professional liability insurance from an admitted insurer with available limits of at least $5,000,000 per claim.

Add the following:

7-1.05C Survival of Indemnity Obligations

Contractor's obligations under this Section 7-1.05A are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor’s performance of the Work.

Replace the first paragraph of section 7-1.06D(1) with:

7-1.06D(1) General

Contractor, at its sole cost and expense, agrees to purchase and maintain in full force and effect throughout the term of this Agreement insurance coverage acceptable to the City against any claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by Contractor, its agents, representatives or employees. Insurance shall be provided by insurers with a current A.M. Best rating of no less than A- and financial strength VII or better. Contractor shall provide the following insurance:

Replace section 7-1.06D(2) with:

7-1.06D(2) Liability Limits/Additional Insureds

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

1 Extension of coverage to the City, its officials, officers, agents and employees, as additional insureds, with respect to Contractor's liabilities hereunder in insurance coverages identified above;

2 A provision that coverage will not be canceled or subject to reduction until at least thirty (30) days' prior written notice has been given to the City Clerk, addressed to 130 Cremona Drive, Suite B, Goleta, CA 93117;
OLD TOWN SIDEWALK IMPROVEMENTS PROJECT

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

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

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

Replace entire section 7-1.06F with:

7-1.06F Policy Forms, Endorsements and Certificates
Provide and maintain current certificates of Insurance on forms supplied by the City and evidencing the above coverage to City prior to execution of this Agreement by City. Exercise due diligence to require any and all subcontractors and/or sub-subcontractors and all tiers of such subcontractors to provide General and Automobile Liability, and Workers' Compensation and Employer's Liability Insurance with minimum limits of coverage and upon terms and provisions required above.

8 PROSECUTION AND PROGRESS

Add the following to section 8-1.01:

Weekly meetings will be held at the job site to review the progress of the work and discuss any problems that may have occurred. Provide an updated two-week look-ahead schedule at the weekly meeting. The meeting must include, at a minimum:

1. The Engineer;
2. Inspectors; and
3. Contractor foreman.

In addition to daily reports required to substantiate the costs of claims and changes performed as force account work pursuant to Section 4-1.05L and for Disputed Work pursuant to Section
5-1.43A(2) of the City Special Provisions, you must complete a daily report indicating locations worked, start/finish and milestone dates, total manpower per construction trade for each task, major equipment on site, Contractor’s manpower and equipment, each subcontractor’s manpower and equipment, materials delivered, weather conditions, safety (meetings, inspections, accidents, OSHA citations, actions taken) quality (meetings, inspections, tests), visitors, problems encountered, shortages, delays to planned progress, and any other related information involved in the performance of the work. The daily report must be completed on forms acceptable to the City, and submitted at the end of each workday. The report must comment on the daily progress and status of the work within each major component of the work.

Replace entire section 8-1.02 with:

8-1.02 SCHEDULE

Refer to section 8-1.02D Level 3 Critical Path Method Schedule.

Add to section 8-1.02:

The Contractor shall include utility working windows in the schedule.

Submit two (2) printed copies of updated Construction Schedule bi-weekly and at a minimum with Contractor's monthly progress payment request.

The City may withhold payment for noncompliance with this section.

If the Contractor falls behind the accepted Construction Schedule by more than fifteen (15) percentage points based on earned progress payments, the Contractor must take steps, including, but not limited to, increasing the number of personnel, shifts, and/or overtime operations, days of work, and/or amount of construction equipment until such time as the project work is back on schedule. Submit for review no later than the next request for partial payment, such supplementary schedule or schedules as may be deemed necessary to demonstrate the manner in which the rate of progress will be regained. The City does not pay for supplemental schedules or any work necessary to recover performance.

If the Contractor falls behind the accepted construction schedule, as modified by such time extensions as may have been granted by the City for unavoidable delays, by more than thirty-five (35) percentage points based on earned progress payments, the Contractor will be deemed in material breach of Contract and the Work may turned over to the surety for completion within the Contract Time.

Replace entire section 8-1.03 with:

8-1.03 CONFERENCES AND MEETINGS

8-1.03A Preconstruction Conference

Attend a preconstruction conference at a time and location determined by the Engineer. Those attending the meeting shall include, but not be limited to, the following:

1. The Contractor, including the superintendent who will be supervising the work,
2. Subcontractors,
3. Utilities, and
4. Engineer.

Submit the items in Section 5-1.23.
8-1.03B Progress Meetings
Attend Weekly Project Status Meetings with key personnel, including Contractor’s assigned representative and subcontractors’ representative. The meeting will have duration of approximately one hour. The meeting shall be held on the same working day of each week and at the same time of the day as mutually agreed to by Engineer and Contractor. The purpose of this meeting shall be to discuss interfacing work, scheduling, problems, issues, and other issues related to the project. If not previously submitted, submit the following to the Engineer at the beginning of the meeting:

1. Daily manpower and equipment utilization and certified payroll for the preceding week; and
2. Projected daily work for the next two weeks.

Replace entire section 8-1.04A with:

8-1.04A Notice to Proceed
Within one hundred twenty (1200) days after the execution of the contract, and receipt of required bonds, insurance, etc., written notice to proceed will be given by the City to the Contractor. Notwithstanding any other provision of the contract, City shall not be obligated to accept or to pay for any work furnished by the Contractor prior to delivery of notice to proceed whether or not the City has knowledge of the furnishing of such work.

Submit the items in Section 5-1.23 in advance of the commencement of the proposed work.

Replace entire section 8-1.04B with:

8-1.04B Start of Job Site Activities
Contractor shall not begin any job site activities until the Notice to Proceed is issued. Notify the City seventy-two (72) hours in advance of commencing job site activities.

Add to the end of section 8-1.06:

Responsibilities of Contractor During Suspension Periods. During periods that Work is suspended, Contractor shall continue to be responsible for the Work and shall prevent damage or injury to the project, provide for drainage, and shall erect necessary temporary structures, signs, or other facilities required to maintain the project and public safety and continue to perform in accordance with the safety requirements of the Contract Documents.

Add to the end of section 8-1.07B:

If the Engineer grants an adjustment in time for avoidable delay, the City shall have the right and authority to make deductions in payments due or to become due to the Contractor as the City may deem just and reasonable for engineering, inspection, general supervision and overhead expenses.

8-1.07B(1) Delays to Critical Path
Extensions of time, when granted, will be based upon the effect of delays to the critical path of the Work as a whole and will not be granted for non-controlling delays to included portions of Work unless it can be shown that such delays did, in fact, delay the progress of the Work as a whole.

8-1.07B(2) Conditions to Time Extensions
The Contract Time or Milestones shall be extended only if, in the opinion of City, the Contractor is necessarily delayed in completing the Contract by a cause that meets all of the following conditions:
1. Such cause is beyond the control of Contractor, its Subcontractors, or material suppliers and is not due, in whole or in part, to the breach, negligence or fault of Contractor, its Subcontractors, or material suppliers;

2. Such cause arises after the Bid deadline and neither was nor could have been anticipated before the Bid deadline;

3. The effect of such cause could not be anticipated and avoided or mitigated by the exercise of all reasonable precautions, efforts and measures by the Contractor, including re-planning, scheduling and re-sequencing;

4. Such cause, in fact, results in a delay in the performance of the critical path of the Work, which is not thereon thereafter recovered;

5. Contractor has given notice thereof and provided the back-up documentation and analysis as required by the Contract Documents or as requested by the Engineer or City including but not limited to as-planned versus as-built schedules; and

6. The Contractor has exercised all reasonable precautions, efforts and measures to accomplish such changes in the Work without extending the date for completion.

8-1.07B(3) Excusable Non-Compensable Delay

The Parties acknowledge that “Force Majeure” events, as defined in Section 1-1.07B, are not within the responsibility or control of the City or are reasonably contemplated by the Parties to occur during the course of performance of the Work, which may impact the schedule for performance of the Work and may entitle Contractor to an extension of the Contract Time (“Excusable Non-Compensable Delays”). If the Critical Path of the Work is delayed by Excusable Non-Compensable Delays, provided that such delays did not result from the acts of Contractor and further provided that Contractor takes reasonable precautions to prevent further delays owing to such causes, then the Contract Time and/or Milestones shall be extended by a Change Order or Construction Change Directive.

An extension to the Contract Time and/or to the completion Milestone(s) identified in the Contract Documents shall be the Contractor’s sole remedy for Excusable Non-Compensable Delays. In no event shall Contractor be entitled to any compensation or recovery of any damages in connection with the Excusable Non-Compensable Delays defined above.

8-1.07B(4) Excusable Compensable Delay

“Excusable Compensable Delay” means any delay to the critical path of the Work occurring after commencement and prior to completion of the Work:

1. which directly impacts the number of Working Days established in the Agreement for completion;

2. for which City is responsible, is unreasonable under the circumstances involved, and not within the contemplation of the Parties; and

3. is not due, in whole or in part, to the breach, negligence, or fault of Contractor, its Subcontractors, or Suppliers. Contractor’s remedy for Excusable Compensable Delay shall be extension of the date for completion and Milestones subject to the Conditions to Time Extensions identified above and reimbursement of actual costs directly resulting from such delays and markup in accordance with Section 9.
8-1.07B(5) Inexcusable Delay

“Inexcusable Delay” means any delay in the critical path of activities required for completion of the Work resulting from causes other than those deemed to be an Excusable Non-Compensable Delay or an Excusable Compensable Delay by these City Special Provisions. An Inexcusable Delay shall not entitle Contractor to either an extension of the date for completion or Milestones or to any additional compensation whatsoever.

8-1.07B(6) Concurrent Delays

To the extent the Contractor is entitled to an extension of time due to an Excusable Non-Compensable Delay or to an Excusable Compensable Delay, but the performance of the Work is independently suspended, delayed, or interrupted by an Inexcusable Delay, the delay shall be deemed to be a “Concurrent Delay.”

In the case of a Concurrent Delay, Contractor shall be entitled to an extension of the Contract Time or Milestone(s) and Contractor shall not be entitled to any additional compensation whatsoever during the period of Concurrent Delay.

8-1.07B(7) Claim for Additional Time

Any claim for extension of time shall be made in writing within the time limits provided in Section 5-1.43 herein. Within ten (10) calendar days after commencement of such delay the Contractor shall furnish the Engineer with detailed information concerning the circumstances of the delay, the number of days actually delayed, the appropriate Contract Document references, and the measures taken to prevent or minimize the delay including an as-planned versus as-built schedule. The Contractor acknowledges the extreme importance of promptly notifying and thoroughly documenting any request for time extension and further specifically acknowledges that the City will suffer extreme prejudice should Contractor fail in any way to comply with this requirement.

8-1.07B(8) Limits on Adjustment of Contract Time or Contract Sum for Material Shortages or Cost Escalation

No extension of Contract Time or adjustment of the Contract Price will be granted for a delay caused by a shortage of materials, unless the Contractor furnishes to the City documented proof that the Contractor has diligently made every effort to obtain such materials from every known source within reasonable reach of the Work. The Contractor shall also submit proof, in the form of network analysis data that the inability to obtain such materials when originally planned did, in fact, cause a delay in completion of the Work which could not be compensated for by revising the sequence of operations. Only the physical shortage of material will be considered under these provisions as a cause for extension of time. No consideration will be given to any claim for adjustment of the Contract Price on the basis that material could not be obtained at a reasonable, practical, or economical cost except as provided in 9-1.07.

Contractor is aware that governmental agencies, such as gas companies, electrical utility companies, water districts and other agencies, may be required to approve Contractor-prepared drawings or approve a proposed installation. Contractor has endeavored to include the cost of such anticipated delays and related costs which may be caused by such agencies in Contractor’s Bid. Thus, Contractor is not entitled to make claim upon the City for damages or delays arising from the delays caused by such agencies. Furthermore, the Contractor has scheduled for such delays and is not entitled to an extension of time for delays caused by governmental agencies which Contractor must obtain approvals from. No extension of time will be granted under this Section 8-1.07B for any delay to the extent: (1) that performance would have been so delayed by any Contractor induced causes, including but not limited to the fault or negligence of the
Contractor or its Subcontractors; or (2) for which any remedies are provided for or excluded by any other provision of the Contract.

8-1.07B(9) No Release of Sureties
An extension of time granted shall not release the sureties from their obligations. Work shall continue and be carried on in accordance with all the provisions of the Contract and the Contract shall be and shall remain in full force and effect during the continuance and until the completion and the City’s final acceptance of the Work covered by this Contract unless formally suspended or annulled in accordance with the terms of the Contract Documents.

8-1.07B(10) No Waiver by City
Neither the grant of an extension of time beyond the date fixed for the completion of any part of the Work nor the doing and acceptance of any part of the Work or materials specified by this Contract after the time specified for the completion of the Work, shall be deemed to be a waiver of any other rights and remedies under the Contract.

8-1.07B(11) City’s Right to Order Extraordinary Measures to Mitigate Delay
In the event of delays to the project, the Engineer may order Extraordinary Measures as provided below.

8-1.07B(11)(a) Non-Compensable Extraordinary Measures
In the event the Engineer determines that the performance of the Work, or any portion thereof, has not progressed or reached the level of completion required by the Contract Documents due to causes within the control of Contractor, the Engineer shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) submitting a recovery schedule for re-sequencing performance of the Work or other similar measures (hereinafter referred to collectively as Extraordinary Measures). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion as required by the Contract Documents. The Contractor shall not be entitled to an adjustment in the Contract Price in connection with the Extraordinary Measures required by the City under or pursuant to this Section. The City may exercise the rights furnished the City under or pursuant to this Section as frequently as the City deems necessary to ensure that the Contractor's performance of the Work will comply with the Contract Time, or interim completion date set forth in the Contract Documents. If Contractor or its Subcontractors fail to commence Extraordinary Measures within forty-eight (48) hours of City’s written demand, the City may, without prejudice to other remedies, take corrective action at the expense of Contractor.

8-1.07B(11)(b) Compensable Extraordinary Measures
The Engineer, in its discretion, may issue a written request, to the Contractor requesting Contractor to submit an itemized proposal for Extraordinary Measures in order to achieve early completion of all or a portion of the Work, due to no fault of the Contractor, in a form acceptable to the City within ten (10) calendar days after the City’s issuance of the request. Contractor’s proposal shall be limited to direct labor cost (itemized hours and rates) and overhead and profit on the labor costs.

8-1.07B(12) Continuation of the Work
If the construction of the Work is not completed within the Contract Time, as may be extended by the City, the Contractor shall continue performing the Work in accordance with the Contract
Documents until the completion of and the acceptance of the Work, or Contractor’s performance is suspended or terminated.

8-1.07C No Early Completion Delay Damages
The Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time. Contractor, however, shall not be entitled to an adjustment of the Contract Price or to any additional costs or damages (including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs), or any compensation whatsoever for Contractor’s use of float and/or Contractor’s inability to complete the Work earlier than the Contract Time for any reason whatsoever, including, but not limited to, delay caused by the City or other Excusable Compensable Delay. The City is exempt from liability for such costs, damages, and compensation.

Replace entire section 8-1.10A with:

8-1.10A GENERAL
For each and every day that any portion of the work remains unfinished after the time fixed for completion in the contract documents as modified by any extension of time, damage will be sustained by the City. Because of the difficulty in computing the actual material loss and disadvantage to the City, the Contractor and City agree that Contractor will pay the City the amount of damages set forth herein as representing a reasonable forecast of the actual damages which the City will suffer by the failure of the Contractor to complete the work within the stipulated time. The execution of the agreement shall constitute acknowledgment by the Contractor that he or she has ascertained and agrees that the City will actually suffer damages in the amount herein fixed for each and every day during which the completion of the work is avoidably delayed beyond the stipulated completion date.

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

Liquidated damages for all work shall be in the amount of $1000.00 for each consecutive calendar day in excess of the time specified for completion of the work. Contractor needs to account for painting traffic striping schedule specified in Section 84-2.03C(3)(a).

Add to the end of Section 8-1.10B:

Other 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 three (3) working days.

If a construction zone or site remains unfinished after the above stated durations, Contractor shall be charged liquidated damages at a rate of $250 per day per bock or zone for each consecutive calendar day until concrete improvements are complete and ready for use.
Add the following to the end of 8.13:

**8-1.13A TERMINATION BY THE CITY FOR CAUSE**

**8-1.13A(1) Grounds**

The City shall have the right to terminate the Contractor’s performance of the Work, in whole or in part, if:

1. Contractor fails to promptly commence the Work or unnecessarily or unreasonably delays the Work or improperly discontinues the diligent prosecution of the Work or abandons the Work;

2. Contractor refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to perform the Work in strict accordance with the Contract Documents, and the latest accepted schedule;

3. Contractor fails to make prompt payment of amounts properly due Subcontractors after receiving payment from the City;

4. Contractor disregards applicable laws, statutes, ordinances, codes, rules, regulations, or lawful orders of a public authority;

5. Contractor fails to resume performance of Work which has been suspended or stopped, within a reasonable time after receipt of notice from the City to do so or (if applicable) after cessation of the event preventing performance;

6. Any representation or warranty made by Contractor in the Contract Documents or any certificate, schedule, instrument, or other document delivered by Contractor pursuant to the Contract Documents shall have been false or materially misleading when made;

7. After commencement of the Work the City becomes aware that the Contractor is using an ineligible contractor, subcontractor, or supplier who was barred from performing work or providing materials or services on City projects at the time of Bid;

8. Contractor fails to make payment to Subcontractors for materials or labor in accordance with the respective Contract Documents and applicable law;

9. The Contract is assigned or the Work is sublet otherwise than as specified in the Contract Documents;

10. Contractor otherwise is guilty of breach of a provision of the Contract Documents; or

11. Contractor materially fails to execute the Work in accordance with the Contract Documents or, in the City’s opinion, is violating any of the terms of the Contract or is not executing the Contract in good faith or is not following instructions of the City as to additional force necessary in the opinion of the City for its completion within the required time.

**8-1.13A(2) City’s Rights Upon Termination of Contract for Cause: Notice to Cure and Notice of Termination for Default**

When any of the reasons specified above exist, the City may, in addition to and without prejudice to any other rights or remedies of the City, issue a written notice to cure the default to the Contractor and its surety. The Contractor shall commence satisfactory corrective actions within five (5) working days after receipt of the notice to cure. If the Contractor fails to commence satisfactory corrective work within 5 working days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, the City will advise the performance bond surety of the default and that surety will be given fifteen (15) calendar
days to arrange for completion of the Work in accordance with the Contract Documents by another contractor or contractors satisfactory to the City. Should the surety fail to effect satisfactory arrangements within said 15-day period, the City shall have the right to issue a notice of termination for default and to:

1. Exclude the Contractor from the Site;
2. Take possession of the Site and of all materials, equipment, tools and construction equipment, and machinery thereon owned by the Contractor;
3. Suspend any further payments to Contractor;
4. Accept assignment of subcontracts pursuant to Section 5-1.13C; and
5. Finish the Work by whatever reasonable method the City may deem expedient.

When the City terminates the Contractor’s performance of the Work for one of the reasons stated in this Section 8-1.13, the Contractor shall not be entitled to receive further payment until the Work is finished.

The City shall charge the cost to complete the Work, including, but not limited to, protection, investigation, labor, services, equipment, materials, permits, fees, supervisory, and administrative costs to Contractor and its performance bond surety. If the unpaid balance of the Contract Price is less than all costs of finishing the Work, including compensation for the City’s services and expenses made necessary thereby, and other damages incurred by the City and not expressly waived, the Contractor shall pay the difference to the City. This obligation for payment shall survive termination of the Contract. If the unpaid balance of the Contract Price is greater than all costs of finishing the Work, including compensation for the City’s services and expenses made necessary thereby, the Contractor shall receive payment for Work properly performed by Contractor for which payment was not made previously; any excess amounts shall be retained by the City.

Upon receipt of the written notice of termination for default, the surety shall immediately assume all rights, obligations and liabilities of the Contractor under the Contract. If the surety fails to protect and maintain the work site, the City may do so, and may recover all costs incurred. The surety shall notify the City that it is assuming all rights, obligations and liabilities of the Contractor under the Contract. Within 15 working days of receipt of the written notice of termination for default, the Surety shall submit to the City a written plan detailing the course of action it intends to take to remedy the default. The City will review the plan and notify the surety if the plan is satisfactory. If the surety fails to submit a satisfactory plan, or if the surety fails to maintain progress according to the plan accepted by the City, the City may, upon 48 hours written notice, exclude the Surety from the premises, take possession of all material and equipment, and complete the Work in any way the City deems to be expedient. The cost of completing the Work by the City shall be charged against the surety and may be deducted from any monies due, or which would become due, the surety. If the amounts due under the Contract are insufficient for completion, the surety shall pay to the City, within 30 days after the City submits an invoice, all costs in excess of the remaining Contract Price. The Surety will be paid for completion of the Work in accordance with Section 9 below, less the value of damages caused to the City by acts of the Contractor.
8-1.13A(3) Erroneous Termination
If it has been adjudicated or otherwise determined that the City has erroneously or negligently terminated the Contractor for cause, then said termination shall automatically convert to a termination by the City for convenience as set forth in Section 8-1.13B.

8-1.13A(4) Acceptance of Incomplete or Non-Conforming Work
In lieu of the provisions of this Section for terminating the Contractor's performance, the City may pay the Contractor for the portion of Work completed according to the provisions of the Contract Documents and may treat the incomplete Work as if they had never been included or contemplated by this Contract, in which case the Contract Price will be reduced by the value of the deleted Work determined in accordance with Section 4-1.05M. The City may also exercise its rights under Section 6-2.01H(6) relating to Acceptance of Nonconforming Work. No claim under this provision will be allowed the Contractor for overhead or prospective profits on Work not completed by the Contractor.

8-1.13A(5) Adequate Financial Assurances
It is recognized that if Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors, or if a receiver is appointed on account of Contractor's insolvency, this could impair or frustrate Contractor's performance of the Work. Accordingly, it is agreed that upon the occurrence of any such event, the City shall be entitled to request of Contractor, or its successor in interest, adequate assurance of future performance in accordance with the terms and conditions hereof. Failure to comply with such request within five (5) calendar days of delivery of the request shall entitle the City to terminate the Contract and to the accompanying rights set forth above. Pending receipt of adequate occurrence of performance and actual performance in accordance therewith, the City shall be entitled to proceed with the Work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be backcharged against the Contract Price.

8-1.13B Termination by the City for Convenience
The City may, at any time, terminate the Contractor's performance of the Work, in whole or in part, for the City's convenience without regard to Contractor's fault or breach upon fourteen (14) calendar days' written notice to Contractor.

In the event that the City terminates Contractor's performance of the Work for convenience, Contractor agrees to waive any claims for damages, including, but not limited to, home office overhead, loss of anticipated profits on account thereof, and as the sole right and remedy of Contractor, the City shall pay Contractor in accordance with Section 8-1.13G below. The provisions of the Contract, which by their nature survive final acceptance of the Work, shall remain in full force and effect after such termination to the extent provided in such provisions.

8-1.13C Contractor's Duties Upon Termination
Upon receipt of written notice from the City of such termination for cause or for the City's convenience, the Contractor shall, unless the notice directs otherwise, do the following:

1. Cease performance of the Work to the extent specified in the notice;
2. Cooperate with the City to secure the site and demobilize in a safe and orderly fashion;
3. Take actions necessary, or that the City may direct, for the protection and preservation of the Work;
4. Except for Work directed to be performed in the notice, incur no further costs and enter into no further subcontracts and purchase orders;

5. If requested by the City, assign to the City, in the manner and to the extent directed, all of the right, title and interest to the Contractor under the subcontracts, and the City shall have no liability for acts, omissions or causes of action resulting therefrom which accrued prior to the date of termination and assignment, which liability shall remain with the Contract; and

6. Turn over to the City, as soon as possible, but not later than thirty (30) days after receipt of such termination notice, the originals of all of the Contractor’s records, files, documents, drawings and any other items relating to the project, whether located on the project site, at the Contractor’s office or elsewhere.

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9 PAYMENT

Replace entire section 9-1.06B with:

Increases of more than 25 percent. Should the actual quantity of an item of work covered by a Contract Unit Price and constructed in conformance with the Plans and Specifications, exceed the Bid quantity by more than 25 percent, payment for the quantity in excess of 125 percent of the Bid quantity will be made on the basis of a decrease in the Contract Unit Price mutually agreed to by the Contractor and Agency, on in the event mutual agreement cannot be reached, on the basis of Extra Work per Section 4-1.05F.

Replace entire section 9-1.06C with:

Decreases of more than 25 percent. The City, at its sole discretion, may decrease the quantities of the items of work to be completed under this contract. In such an event, payment will be made based upon the decrease in quantity at the Contract Unit Price, except for Major Bid Items. In the case of a Major Bid Item, the following shall apply:

Should the actual quantity of an item of work covered by a Contract Unit Price, and constructed in conformance with the Plans and Specifications, be less than 75 percent of the Bid quantity, an adjustment in payment will not be made unless so requested in writing by the contractor. If the Contractor so requests, payment will be made on the basis of an adjustment in the Contract Unit Price mutually agreed to by the Contractor and Agency, or at the option of the Engineer, on the basis of Extra Work per Section 4-1.05F. However, in no case will payment be less than would be made for the actual quantity at the Contract Unit Price nor more than would be made for 75 percent of the Bid quantity at the Contract Unit Price.

Replace entire section 9-1.16A with:

After award of contract, the Engineer will establish a closure date for the purpose of making monthly progress payments. The Contractor may request in writing that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the City's payment procedure.

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

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

**Form:** Progress Payment Request - Detail

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

**Form:** Quantity Change Verification Form

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

**Form:** Final Release Form

This form must accompany all requests for final payment.

**Form:** Post-Construction Waste Reduction and Recycling Summary Report

This form must accompany all requests for final payment.

### 9-1.16A Applications for Payment

#### 9-1.16A(1) General

Based upon Applications for Payment submitted to the Engineer by the Contractor, the City shall make progress payments to the Contractor as provided below and elsewhere in the Contract Documents.

The period covered by each Application for Payment shall be one calendar month ending on the 20th day of the month.

The Contractor shall submit each Application for Payment to the Engineer by the last day of each month.

Pursuant to Section 9-1.02 above, Contractor’s Applications for Payment shall be based on the actual installed quantities for payment.

Applications for Payment shall indicate the percentage of completion of each portion of the Work for which a lump sum price is specified as of the end of the period covered by the Application for Payment.

#### 9-1.16A(2) Applications for Payment

Contractor shall submit to the Engineer an Application for Payment (on a form provided by the Engineer) for Work completed in accordance with the measurement of quantities. Such application shall be supported by such data substantiating the Contractor’s right to payment as the Engineer may require.

By submitting an Application for Payment, the Contractor warrants that all Work has been performed in compliance with the Contract Documents, and that all quantities and amounts set forth therein accurately reflect the amount of Work completed during that pay period.

Each Application for Payment shall be reviewed by the Engineer as soon as practicable after receipt for the purpose of determining that the Application for Payment is a “proper” payment request, accurately reflecting the value of Work completed and submitted with the documents.
required by the Contract Documents. An Application for Payment shall be deemed "proper" only if it is properly completed and submitted on the proper forms. The Engineer shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any Application for Payment.

The City shall make payment to the Contractor not later than thirty (30) calendar days after the Engineer’s verification and approval that an Application for Payment is undisputed and properly submitted.

9-1.16A(3) Payments for Authorized Changes
Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Orders and by Construction Change Directives, which shall be itemized separately from base Contract Work.

9-1.16A(4) No Requests for Disputed Subcontractor Work
Applications for Payment shall not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason, or as to which an appropriate stop payment notice release has not been filed.

9-1.16A(5) City Review and Payment
This Contract is subject to the following provisions of California Public Contract Code Section 20104.50 which provides as follows:

(a)(1) It is the intent of the Legislature in enacting this Section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern.

(2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments’ outstanding receipts. The Legislature finds and declares that all governmental officials, including those in local government, must set a standard of prompt payment that any business in the private sector that may contract for services should look toward for guidance.

(b) Any local agency which fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from a Contractor or construction Contract shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of § 685.010 of the Code of Civil Procedure.

(c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:

(1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt of the purpose of determining that the payment request is a proper payment request;

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this Section shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

(d) The number of days available to a local agency to make a payment without incurring interest pursuant to this Section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c).
(e) For purposes of this Article:

(1) A “local agency” includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.

(2) A “progress payment” includes all payments due Contractors, except that portion of the final payment designated by the Contract as retention earnings.

(3) A payment request shall be considered properly executed if funds are available for payment of the payment request, and the Financial Officer of the local agency does not delay the payment due to an audit inquiry.

(f) Each local agency shall require that this article, or a summary thereof, be set forth in the terms of any Contract subject to this Article.

9-1.16A(6) Improper Application for Payment
In accordance with Section 20104.50 of the California Public Contract Code, any Application for Payment determined by the Engineer not to be a proper payment request, suitable for payment, shall be returned to the Contractor as soon as practicable, but not later than seven (7) calendar days after receipt by the Engineer. An Application for Payment returned to the Contractor shall be accompanied by written documentation setting forth the reasons why the Application for Payment is not proper and not suitable for payment. If an Application for Payment is so returned as improper, no payment will be due the Contractor. The City reserves the right to make partial payment of undisputed amounts.

9-1.16A(7) Interest on Undisputed Amounts
If the City fails to make any progress payment within thirty (30) calendar days after receipt of an undisputed and proper Application for Payment from the Contractor, the City shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the California Code of Civil Procedure. The number of days available to the City to make a payment without incurring interest shall be reduced by the number of days by which the Engineer exceeds the seven (7) day return requirement set forth above.

9-1.16A(8) Contractor Warranty of Title to Work
The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the City shall, to the best of the Contractor’s knowledge, information and belief, be free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. This provision shall not relieve the Contractor from the responsibility for materials and Work upon which payments have been made, the restoration of damaged Work or as waiving the right of the City to require the fulfillment of the terms of the Contract.

Each time the Contractor submits an Application for Payment, the Contractor hereby certifies that each Application for Payment is complete and accurate regarding the quantities and amounts stated in the application, and that all Work for which the Contractor seeks payment have been provided in a manner that meets or exceeds the Contract’s requirements.
Replace entire section 9-1.16E(2) with:

9-1.16E(2) Progress Withholds
The City will withhold five (5) percent of all monthly progress payments as retention to assure completion and payment of labor and materials. Retention will be released to the Contractor sixty (60) days after acceptance of the work by the City Council and the filing of a Notice of Completion.

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

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

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

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

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

Replace entire section 9-1.16E(4) with:

The City may withhold payments to cover claims filed under Civil Code § 9000 et seq.

Stop payment notice information may be obtained from City.

If at any time there shall be evidence of the existence, whether or not same has been asserted, of any mechanics lien, stop payment notice, or claim arising out of or in connection with the performance or default in performance of this Contract or any subcontract or supply contract entered into by Contractor to perform this Contract, and if the City might become liable for the discharge of or satisfaction of such mechanics lien, stop payment notice, or claim, then the City shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to discharge such mechanics lien or stop payment notice or satisfy such claim and to reimburse the City and the representatives of the City for all costs and expenses in connection therewith, including attorneys’ fees. Further, the City, in its sole discretion, shall have the right to discharge or satisfy such mechanics lien, stop payment notice, or claim and pay all costs and expenses in connection therewith if the Contractor does not have such mechanics lien, stop payment notice, or claim discharged or satisfied within ten (10) calendar days after receiving notice thereof from the City or unless some other procedure for discharge or satisfaction of such lien or claim is agreed upon between the City and Contractor. If the amounts retained are insufficient for the aforesaid purposes, or if such mechanics lien, stop payment notice, or claim remains undischarged or unsatisfied after all payments have been made to the Contractor, then
the Contractor shall refund to the City all monies that may have been paid to discharge such lien or stop payment notice or satisfy such claims, including the costs, expenses, and attorneys’ fees in connection therewith.

If the Contractor or a Subcontractor disputes the correctness or validity or enforceability of any stop payment notice, the City may, in its discretion, permit the Contractor to file with the City a bond, on a form provided by the City, executed by one or more corporate California admitted surety insurers, in an amount equal to one hundred and twenty-five percent (125%) of the claim stated in the stop payment notice conditioned for the payment of any sum which the stop payment notice claimant may recover on the claim together with its costs of suit in the action. Upon the City’s acceptance of such bond, the City shall not withhold money from the Contractor on account of the stop payment notice. The surety(ies) upon the stop payment notice release bond shall be different than, and jointly and severally liable to the stop payment notice claimant with, the payment bond surety(ies).

If a Subcontractor or material supplier refuses to furnish a release or waiver required by the City, records a mechanics lien, or files a stop payment notice, the Contractor shall, upon the City’s request, furnish a bond satisfactory to the City to release the stop payment notice and shall otherwise fully indemnify the City against such stop payment notice and the City shall enforce its right under the preceding paragraph.

Any lien, stop payment notice, or other claim, filed or asserted after the Contractor’s acceptance of the final payment, by any Subcontractor, laborer, material supplier, or others, in connection with or for Work performed under the Contract Documents shall be the sole and exclusive responsibility of the Contractor, who further agrees to indemnify, defend, and hold harmless the City and its council members, officers, agents and employees from and against any claims, demands, or judgment arising out of or associated therewith, including, without limitation, attorneys’ fees incurred by the City in connection therewith.

Replace entire section 9-1.16F with:
The City will withhold 5 percent of all progress payments as retention (Public Contract Code § 7201). Unless otherwise required under applicable law, retention will be paid to you on the final payment.

Add new section 9-1.16G:
9-1.16G Release of Retention
This Contract is subject to the following provisions of California Public Contract Code § 7200 which provides as follows:

(a)(1) This section shall apply with respect to all Contracts entered into on or after January 1, 1999, between a public entity and an original Contractor, between an original Contractor and a Subcontractor, and between all Subcontractors thereunder, relating to the construction of any public Work of improvement.

(2) For purposes of this Section, “public entity” means the state, including every state agency, office, department, division, bureau, board, or commission, a city, county, city and county, including chartered cities and chartered counties, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(b) In a Contract between the original Contractor and a Subcontractor, and in a Contract between a Subcontractor and any Subcontractor thereunder, the percentage of the retention
proceeds withheld may not exceed the percentage specified in the Contract between the public entity and the original Contractor.

(c) When a performance and payment bond is required in the solicitation for bids, subdivision (b) shall not apply to either of the following:

(1) The original Contractor, if the Subcontractor fails or refuses to provide a performance and payment bond issued by an admitted surety insurer, to the original Contractor.

(2) The Subcontractor, if a Subcontractor thereunder fails or refuses to provide a performance and payment bond issued by an admitted surety insurer, to the Subcontractor.

(d) No party identified in subdivision (b) shall require any other party to waive any provision of this Section.

(e) In the event that the Contractor elects to substitute securities in lieu of retentions, the Contractor may withhold from its Subcontractors, who have not elected to substitute securities in lieu of retentions, the amount of retentions that would have otherwise been withheld.

**Add new section 9-1.16H:**

### 9-1.16H Payments to Subcontractors

The Contractor shall pay each Subcontractor, no later than seven (7) calendar days after receipt of payment from the City the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor’s portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its Subcontractors in a similar manner. Contractor shall obtain and submit releases on City-approved forms for any payment made to Subcontractors and suppliers.

**Add new section 9-1.16I:**

### 9-1.16I City’s Right to Disburse Progress and Final Payments by Joint Check or Direct Payments

The City has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the City to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) days, the City shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. The City shall not have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law. The City may, in its sole discretion, issue joint checks to the Contractor and its Subcontractors of any tier and material suppliers or to make payments directly to such Subcontractor or supplier in satisfaction of City’s obligation to make progress payments or the final payment due hereunder.

**Add the following to the end of section 9-1.17B:**

### 9-1.17B(1) Acknowledgement of Final Closeout and Release of Claims

The Contractor shall, upon completion of the Work and final cleaning up, submit to the City an Acknowledgement of Final Closeout and Release of Claims on the form provided in Section 9. Properly submitted Claims in stated amounts may be excluded by the Contractor from the operation of the release if the Claims have not yet been resolved. Within thirty (30) calendar days after receipt of the Acknowledgement of Final Closeout and Release of Claims, the Engineer will inspect the Work and will either (1) reject the requested Acknowledgement of Final...
Closeout and Release of Claims, specifying the defective and/or uncompleted portions of the Work, or (2) accept the Acknowledgement of Final Closeout and Release of Claims and submit a request to the City Council for final acceptance of the Work.

9-1.17B(2) Rejection and Revision

If the City rejects the Acknowledgement of Final Closeout and Release of Claims, specifying defective and/or uncompleted portions of the Work, the Contractor shall promptly remedy the defective and/or uncompleted portions of the Work. Thereafter, the Contractor shall give the City a revised Acknowledgement of Final Closeout and Release of Claims with a new date based on when the defective and/or uncompleted portions of the Work were corrected. The foregoing procedure shall apply successively thereafter until the City accepts Contractor’s Acknowledgement of Final Closeout and Release of Claims.

9-1.17B(3) Documentation

In addition to the requirements for final payment set forth in the other Contract Documents, the final payment shall not become due until at least sixty (60) calendar days after: (i) Contractor has fully performed the Contract, including all punch list work; and (ii) Contractor has submitted to the City:

1. A full, complete and proper Final Application for Payment showing the proposed total amount due the Contractor, segregated as to Contract quantities, changes in the Work, and other basis for payments; deductions made or to be made for prior payments; amounts to be retained; any Claims the Contractor intends to file at that time or a statement that no Claims will be filed; and any unsettled Claims, stating amounts;

2. Written consent of surety(ies) to partial/full release of retention/final payment;

3. Contractor’s written assurance that identified corrective work not complete and accepted will be completed by a stated date agreeable to the City;

4. The required As-Builts (in reproducible format);

5. Reasonable proof that taxes, fees and similar obligations of Contractor have been paid;

6. Documentation that Contractor has inspected, tested, and adjusted performance of every system or facility of the Work to ensure that overall performance is in compliance with terms of the Contract Documents;

7. Reasonable proof that Contractor has discontinued and removed temporary facilities and services from the Site, along with construction tools and facilities, forms, and similar items except for Contractor’s field office;

8. Reasonable proof that Contractor has provided instruction for the City’s operating personnel on systems and equipment operational requirements;

9. A report on performance of completed installations after adjustment that appear unable to comply with the requirements of the Contract Documents;

10. The operating manuals for operating and maintaining the Work; and

11. Four (4) copies of all warranties from vendors and Subcontractors, operation and maintenance manuals, instructions and related agreements, equipment certifications and similar documents, and maintenance and operating instructions.

The Engineer reserves the right to not require any of the above submittals which the Engineer determines, in his/her sole discretion, is not applicable to a particular project.
9-1.17B(4) Disbursement of Final Payment
Pursuant to California Public Contract Code section 7107, if there is any dispute between the City and the Contractor at the time that disbursement of the final payment is due, the City may withhold from disbursement of the final payment an amount not to exceed one hundred fifty percent (150%) of the amount in dispute.

9-1.17B(5) No Waiver of Claims by City
The making of final payment shall not constitute a waiver of any Claims by the City including, but not limited to:

1. unsettled stop payment notices;
2. faulty or defective Work;
3. failure of the Work to comply with the requirements of the Contract Documents;
4. terms of special warranties required by the Contract Documents; or
5. any other cause, unless specifically waived by the City in writing.

9-1.17B(6) Waiver of Claims by Contractor, Subcontractors, and Suppliers
Acceptance of final payment by the Contractor, a Subcontractor, or a material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

Delete section 9-1.22:
OL TOWN SIDEWALK IMPROVEMENTS PROJECT

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

From: ___________________________ Date: ___________________________

Contractor
Contract No.: ______________________
Payment Request No.: __________

Address

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

Project Name: Old Town Sidewalk Improvements Project

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Value of Work Completed to Date:</td>
<td>$</td>
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<td>Less Retention:</td>
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<td>Less Liquidated Damages:</td>
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<td>Subtotal:</td>
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<td>Less Previous Payments Approved:</td>
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<td>Progress Payment Requested:</td>
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</table>

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.

Signature
Print Name

Title
Date
CITY OF GOLETA, CA  
Public Works Department  

Construction Contract  
Progress Payment Request - Detail

Date: Payment Request No: Contract No:

Contractor:  

Project Name: Old Town Sidewalk Improvements Project  

Payment Period Through Date:

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>BID QUANTITY</th>
<th>UNIT/FIRM PRICE</th>
<th>IN PLACE THIS PERIOD QTY. OR % EXTN.</th>
<th>IN TOTAL QTY. OR % EXTN.</th>
<th>PLACE</th>
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</table>

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

**Quantity Change Verification Form**

<table>
<thead>
<tr>
<th>Bid Item #</th>
<th>Item Description</th>
<th>Variance</th>
<th>Total</th>
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<tbody>
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</table>

ATTACH ADDITIONAL SHEETS IF NECESSARY

Contractor Signature ___________________________  
Inspector Signature ___________________________

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

Construction Contract
Final Release Payment

From: _____________________________  Date: ____________________ ______
Contractor

Contract No. _______________________

_____________________________
Address

Payment Request No. ___________ __

_____________________________
Project Name: Old Town Sidewalk

Improvements Project

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

Upon settlement of final quantities and approval of a Notice of Completion for the project by
the Goleta City Council, including any approved changes, this document shall be effective to
release any and all further rights of the Contractor to security for payment, that the
undersigned may have for the work furnished for the project. This document is offered as
evidence for settlement of final payment and to induce the City Council to approve such final
payment for Contractor in connection with the Old Town Sidewalk Improvements Project.

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

_____________________________
Contractor Signature:

_____________________________
Print Name:

_____________________________
Title:

_____________________________
Date:

NOTICE: A signed final release is required with submittal of request for payment.
Post-Construction Waste Reduction & Recycling Summary Report

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Material Type</th>
<th>A Total Tons Generated (A=B+C+D)</th>
<th>B Quantity Salvaged or Reused</th>
<th>C Recycling</th>
<th>D Estimated Disposal</th>
<th>E Anticipated Material Destination(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Example:</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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<tr>
<td>Cardboard</td>
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<tr>
<td>Asphalt &amp; Concrete</td>
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<tr>
<td>Brick/Masonry/Tile</td>
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<tr>
<td>Building Materials (doors, windows, fixtures, etc.)</td>
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<tr>
<td>Carpet</td>
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<td>Carpet padding/Foam</td>
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<tr>
<td>Cardboard</td>
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<tr>
<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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<tr>
<td>Unpainted Wood and Pallets</td>
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<tr>
<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>Column Totals</td>
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</tr>
</tbody>
</table>

7. To determine if the required 65% project waste reduction will be met, complete the following with the column totals: B + C / A = x 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: __ __/ __/ ____
This Page Intentionally Left Blank
ACKNOWLEDGEMENT OF FINAL CLOSEOUT AND RELEASE OF CLAIMS

THIS ACKNOWLEDGEMENT OF FINAL CLOSEOUT AND RELEASE OF CLAIMS (Acknowledgement) 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 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 OLD TOWN SIDEWALK IMPROVEMENTS PROJECT.

   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 Acknowledgement 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 Acknowledgement, 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 within sixty (60) days after acceptance of the work by the City Council and the filing of a Notice of Completion.

7. It is understood and agreed by Contractor that the facts with respect to which the release provided pursuant to this Acknowledgement 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 Acknowledgement 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 Acknowledgement, 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 Acknowledgement. The parties acknowledge and represent that they understand and voluntarily consent and agree to each and every provision contained in this Acknowledgement.

12. The persons executing this Acknowledgement represent and warrant to the other party that the execution and performance of the terms of this Acknowledgement 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 Acknowledgement.

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

CITY OF GOLETA

Michelle Greene, City Manager

BY/TITLE

CONTRACTOR

ATTEST:

Deborah S. Lopez, City Clerk

Charles W. Ebeling, City Engineer

APPROVED AS TO FORM

Contractor’s License No.

Winnie Cai, Deputy City Attorney
DIVISION II  GENERAL CONSTRUCTION

10  GENERAL

Add to section 10-1.01:

10-1.01A Daily Report
On a form acceptable to the Engineer, and at the end of each workday, submit Daily Report indicating manpower, major equipment used and on standby (itemized separately), subcontractors, materials used, bid items and quantities completed, and similar items involved in the performance of the Work.

10-1.01B Night Construction Lighting
Section 10-1.01B applies to contract with planned or proposed night work.

Provide adequate lighting for any night work performed such that there is no difference between the quality of night and day work. A minimum of four portable self-contained light towers shall be provided for each street. One light tower shall be provided for each 150 lineal feet of street centerline within the active work zone. When the length of street work zone is in excess of 500 lineal feet, you may provide 7 light towers to be moved as the work progresses.

Add to section 10-1.02:

Do not start job site activities until the City authorizes or accepts your submittal for:

1. Traffic Control Plan;
2. SWPPP;
3. Schedule;
4. Hot Mix Asphalt Concrete mix design;
5. Portland Cement Concrete mix design; and
6. Notifications and door hangers.
7. Permit, license, agreement, certification, or any combination of these

12  TEMPORARY TRAFFIC CONTROL

Replace section 12-1.04 with:

12-1.04  FLAGGING COSTS

Flaggers may be required for the adequate control of public traffic; the full cost of such flagging is paid for under the bid item Traffic Control System. Each flagger shall be equipped with a "Stop/Slow” paddle [C28A/B], a means of communication with other flaggers (radio, hand signals, or pilot car), and a clean bright orange vest, shirt or jacket. A minimum of two flaggers shall be provided for reversible lane control.

Flagging costs to provide for the passage of traffic through the work as specified in section 7-1.03 and 7-1.04, including labor, transporting flaggers and furnishing stands and towers for
flaggers and/or furnishing and operating a pilot car during operations (including driver, radios, and any other equipment and labor required), at the option of the Contractor, and furnishing and operating the flashing arrow sign trucks (including drivers and any other equipment and labor required), is included in the payment for Traffic Control System.

Add to Section 12-3.01 Traffic Handling Equipment and Devices:
Traffic control devices not placed in accordance with approved plans shall be cause to stop construction by the Engineer.

If any component in the traffic control system is damaged, displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location. Failure by the Contractor to continuously maintain the approved traffic control devices shall be sufficient cause for the Engineer to stop all work protected by or associated with such approved traffic control devices.

All warning devices used during hours of darkness shall be reflectorized.

The Contractor shall furnish and post signs where necessary to inform the public about closures or restrictions at parking area entrances.

The Contractor shall have a sufficient cache of extra signs available at or near the project site to erect additional signs requested by the Engineer during the course of the work.

Each vehicle used to place, maintain and remove components of a traffic control system on multi-lane roadways shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is used for placing, maintaining or removing said components. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion. The flashing arrow sign shown on the Standard Plans shall not be used on the vehicles which are doing the placing, maintaining, and removing, and shall be in place before a lane closure requiring its use is completed.

When traffic cones or delineators are used to delineate a temporary edge of traveled way, the line of cones or delineators shall be considered to be the edge of the traveled way. However, the Contractor shall not reduce the width of an existing lane to less than ten (10) feet without written approval from the Engineer. The provisions of this paragraph shall not apply to a work area protected by a permanent or temporary railing or barrier.

All traffic control equipment shall be of standard size unless reduced sizes are specifically approved by the Engineer and shall conform to the provision of the Manual on Uniform Traffic Control Devices and the California supplement.

**Trench Plates**
All trench plates placed by the Contractor in the traveled way (both vehicular and pedestrian) shall have a slip resistant surface and be ramped with Asphalt Concrete.

Delete section 12-3.01C Construction

Add to section 12-3.01D Payment:
Furnishing all labor including flagging costs, materials (including signs), tools, equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control is included in the payment for Traffic Control System.
Payment for slip resistant surface on traffic plates is included in the unit prices paid for the various items of work, which require trench plating.

Replace section 12-3.11B(5) with:

**12-3.11B(5)(A) CONSTRUCTION PROJECT FUNDING SIGNS**

ATP funded projects shall display signage at both extents of the working area that indicates that the project is funded via the ATP funds. Signs are 2’ by 3’ and include the project title, ATP logo, project completion date, project sponsor logo and ATP website address. Signs are to be displayed at all times during construction.

Example:

**12-3.11B(5)(B) MATERIALS**

The City furnishes the ATP funding signs.

Contractor shall adhere replaceable vinyl characters and numbers that are 3 inches in height to the signs reflecting the estimated project completion date.

Contractor shall return the signs to the City at the completion of the project in clean and in good working condition. Any signs not returned to the City shall be paid for at the City’s costs.

**12-3.11B(5)(C) CONSTRUCTION**

Display at work locations and on all construction vehicles and large equipment.

When authorized, remove and return funding signs upon completion of the project.

**12-3.11B(5)(D) PAYMENT**

Payment for providing the estimated construction date letters and numbers and displaying construction project funding signs is included in the various items of work. The City shall have the right and authority to make deductions in payments due or to become due to the Contractor as the City may deem just and reasonable for replacing lost or damaged signs.

Add section 12-4.02A(1)(a) City Requirements:

A traffic control system shall consist of signing, flagging, using of pilot vehicles and/or closing traffic lanes or streets in accordance with the details shown on the Standard Plans, the provisions of Sections 7-1.03, Public Convenience and 7-1.04 Public Safety, the Manual on Uniform Traffic Control Devices and the California supplement, and these General Provisions. The traffic control system shall provide for the convenience and safety of vehicles, bicycles and pedestrians. Nothing in these General Provisions shall be construed as relieving the Contractor from responsibility as provided in said sections.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders of the construction zone, including any section closed to public traffic. Employees' personal vehicles may be parked on adjacent streets within the legal parking areas.

Construction activity, loading or unloading of equipment shall not block any traffic lane other than those delineated within the work zone.
No hazardous materials shall be stored within public right-of-way. No materials or equipment shall be stored on the roadway surfaces or sidewalk during non-work hours.

At no time, unless prior permission has been obtained from of the Engineer, shall any roadway be closed to vehicular traffic. Contractor may only close one side of a street at one time to vehicular traffic, bicycles, and pedestrians. The phasing of traffic control must be approved by the City.

Alternative path/walkways shall be provided by the Contractor to maintain pedestrian traffic at all times. Contractor shall maintain access to residents and business at all times. Sidewalk closures shall be limited to occur only during the actual work activity. During closure, sidewalks shall be barricaded to physically prevent pedestrian passage and appropriate pedestrian detours shall be posted. Provisions for safe pedestrian access through the work area via a temporary walkway shall be provided within the City right of way at all other times.

Contractor must receive the Engineer's approval seventy-two (72) hours prior to placing of any traffic restrictions.

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.

All work zone traffic control devices, materials and equipment shall be in new condition, as determined by the Engineer. Repair to sign panels will not be allowed, except when approved by the Engineer. At nighttime under vehicular headlight illumination, sign panels that exhibit irregular luminance; shadowing or dark blotches shall be immediately replaced at the Contractor's expense.

Open Excavation

Open trenches located within the right-of-way shall, at a minimum, be delineated with type I or II barricades which conform to Section 12-3.02, "Barricades", Caltrans Standard Plan A73C, and these General Provisions. Barricades placed during hours of darkness shall be equipped with operational Type A Low Intensity Flashing Warning Lights. "Open Trench" [C27] signs shall be placed in advance of and at 100-foot intervals in all work zones containing an open trench or abrupt drop within 10 feet of the traveled way.

When work is not actively in progress, two-inch-wide yellow plastic tape labeled "CAUTION" shall be used to delineate all open trenches, abrupt drops or if a difference in excess of 0.15 foot exists between the elevation of the pavement and the work area within the construction area. Steel plates shall be used to cover open trenches within five (5) feet of any public traffic or deeper than three (3) feet. Clearances from traffic lanes shall be five (5) feet to the edge of any excavation. Where a five (5) foot clearance is not feasible, then a slope of 4:1 (horizontal:vertical) or flatter to the bottom of the excavation/work area. During the excavation, you may use native material for this purpose except you must use structural material once you start placing the structural section. Use temporary AC (hot or cold mix) when on the taper is on AC pavement. Compensation for tapers is included in traffic control system and no additional compensation will be made.
Traffic Control Devices

All work zone traffic control devices, materials and equipment shall be in new condition, as determined by the Engineer. Repair to sign panels will not be allowed, except when approved by the Engineer. At nighttime under vehicular headlight illumination, sign panels that exhibit irregular luminance; shadowing or dark blotches shall be immediately replaced at the Contractor's expense.

Contractor shall obtain approval from the City Engineer before any stationary signs e.g. wood posts/metal posts with foundation work be allowed for temporary traffic control. If approved wood posts (or Standard Sign Poles by the City of Goleta “Unistrut” Metal Posts can be substituted) for construction area signs shall be in accordance with Caltrans Standard Plan RS-2 or alternative posts tested in accordance with NHCRP Report 350 criterion when approved by the Engineer. Wood posts for signs larger than 7 square feet shall be 4"x6" nominal.

Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing excavation for construction area sign posts. The regional notification centers include, but are not limited to, the following:

<table>
<thead>
<tr>
<th>Notification Center</th>
<th>Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Underground Service Alert-Northern California (USA)</td>
<td>(800) 642-2444</td>
</tr>
<tr>
<td></td>
<td>(800) 227-2600</td>
</tr>
<tr>
<td>Underground Service Alert-Southern California (USA)</td>
<td>(800) 422-4133</td>
</tr>
<tr>
<td></td>
<td>(800) 227-2600</td>
</tr>
</tbody>
</table>

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes. The post hole diameter, if backfilled with Portland cement concrete, shall be at least 4 inches greater than the longer dimension of the post cross section.

Access and Notifications

Notify the following entities no less than 5 business days before implementing Traffic Control Plan:

a. City Public Works Department (805) 961-7564
b. City Sheriff Department (805) 681-4100
c. County Fire Department (805) 681-5500
d. United States Post Office (Station Manager) (805) 564-2226
e. Metropolitan Transit District (805) 963-3364
f. Marborg Industries (805) 963-1852
g. Traffic Solutions/Clean Air Express (805) 961-8920
h. Residences and businesses within and directly affected by the closure area (only if local traffic or access is to be prohibited or restricted)

Access shall be maintained at all times to all business, residences and buildings adjacent to construction. Contractor shall make all necessary arrangements to provide, at the Contractor's expense, vehicular access to driveways, parking areas, and private properties.
Driveway access restrictions may not exceed the time period strictly necessary for performing the work, which cannot be done otherwise. Maximum allowable driveway access restriction is three (3) consecutive days. Outside of the driveway restriction period, the Contractor shall provide resident/customer access to the driveway within 15 minutes. Contractor shall immediately revise operations to meet this requirement if they are non-compliant.

Sidewalk closures shall be coordinated with the local schools. This will ensure the crossing guards are notified of the construction so they can assist/direct children properly thru any pedestrian detours safely.

Contractor shall furnish and post signs where necessary to inform the public about closures or restrictions on streets and at parking area entrances.

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. Open traffic lanes and detours shall be continually maintained to prevent the development of potholes and provide smooth, dust-free and mud-free traffic flow. The contractor shall abate dust nuisance on traffic lanes, detours, and work site by cleaning, sweeping, and sprinkling with water or other means during and after the construction hours, including such non-working days.

Parking Restrictions

Parking restriction signs shall be posted and maintained by the Contractor for a period of 72 hours prior to the restriction becoming effective. Parking restrictions shall only be posted for work that is shown on the currently approved construction schedule, as determined by the Engineer. Contractor shall place new signs promptly when work is delayed or schedule changes. Upon completion of the work, signs, and sign supports shall be removed and disposed by the Contractor.

Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any street where traffic is restricted at any time. If construction equipment is parking in the parking lanes overnight, barricades and other suitable warning devices shall be required.

Contractor is responsible to provide for the removal of parked cars that conflict with the work. Parking restriction (no parking) signs posted by the Contractor as required for controlling public parking on the street shall conform to the requirements of these special provisions.

Parking restriction signs posted by the Contractor shall be of moisture resistant heavy cardstock and not less than 1.5 square feet of surface area on the face. Signs shall be clearly legible up to 100 feet from the sign. Background color shall be white and lettering shall be printed in red water-resistant ink except that the specific day, date and time of restriction may be printed or clearly lettered by hand in black water-resistant ink. Lettering height shall be a minimum of 1 inch and stroke width shall be not less than 0.15 inch. Each sign shall also list the Contractor's name and telephone number in letters having a minimum height of 0.75 inch. The telephone number identified on the signs shall be staffed for telephone inquiries between the hours of 7:30 am and 4:30 pm each workday.

Signs shall be mounted such that the words “No Parking,” are at an elevation of at least 3 feet and not more than 7 feet above the adjacent flow line grade. The signs shall be placed as required to control the parking of cars within the construction zone. Maximum spacing between signs along each side of the roadway shall be 75 lineal feet. The Engineer and Goleta Police Department shall be notified when parking restriction signs are placed.
The Contractor shall be fully responsible for the adequate removal of all parked cars that obstruct the construction. Vehicle removal shall be coordinated with the Santa Barbara County Sheriff’s Department. Two hours advance notification is recommended for vehicle removal.

Full compensation for posting parking restrictions shall be considered as included in the prices paid for Traffic Control System

Add section 12-4.02A(3)(a)(i) City Required Submittals:

Submit traffic control plan.

Each drawing and calculation sheet must be in black ink and sequentially numbered.

Each drawing sheet must:

1. Be 11 by 17 inches
2. Be on minimum of 20 lb. paper
3. Have text of minimum nominal height of 5/32 inch
4. Sealed and signed by an engineer who is registered as a civil engineer in the State.

Allow 10 days for review.

Replace section 12-4.02D with:

Traffic Control System includes development and implementation of traffic control plans, all traffic control devices, and all flagging costs.

14 ENVIRONMENTAL STEWARDSHIP

Add to section 14-9.04 DUST CONTROL:

The Contractor shall implement the following measures during construction or demolition activities:

- Use water trucks or sprinkler systems to keep areas of vehicle movement damp to prevent dust from leaving the site.
- Minimize amount of disturbed area and reduce on-site vehicle speeds to 15 miles per hour or less.
- For fill material, cover, keep moist, or treat soil stock piled for more than two days, and tarp trucks transporting fill material to and from the site.
- Install gravel pads at access points to prevent tracking of mud onto public roads.
- After clearing, grading, earth moving or excavation is completed, treat the disturbed area by watering, re-vegetating, or by spreading soil binders until the area is paved or otherwise developed.

The Contractor shall designate a person or persons to monitor the dust control program and to order increased watering, as necessary

Dust control shall be included in the various items of work and no separate payment will be made.
Add to section 14-10.02:

14-10.02A Submittals
Submit with your request for final payment, a Post-Construction Waste Reduction and Recycling Summary Report documenting the types and amounts of materials that were used during the project and how much was reused, recycled, composted, salvaged, or landfilled.

DIVISION III GRADING

17 WATERING
Add to the end of section 17-1.01:
Goleta Water District will furnish a temporary construction water meter to the Contractor upon completion of an application and payment of a non-refundable application fee. The Contractor will be billed a monthly meter rental fee and a temporary water rate. All deposits and fees may be verified at the Goleta Water District, 4699 Hollister Avenue, Santa Barbara, CA 93110. Goleta Water District will refund the deposit upon return of the water meter(s), provided that it is in good operational order. Contractor is responsible for verifying current fees or other procedures for obtaining water for construction from GWD. Reclaimed water meters will be used for connection to the Contractor's water truck, and the potable water meters will be used for connection to a City fire hydrant.

Payment for temporary construction water is included in the items of requiring water and no separate payment will be made.

19 EARTHWORK
Add to section 19-1.01A:
Earthwork activities include clearing and grubbing, developing a water supply, and finishing the roadway. Comply with sections 16, 17-2, and 22.

Replace the 2nd, 3rd, and 4th paragraphs of section 19-2.03B with:
Dispose of surplus material. Ensure enough material is available to complete the embankments before disposing of it.
Obtain authorization and haul route permit before disposing of any surplus material.

DIVISION IV SUBBASES AND BASES

26 AGGREGATE BASES
Add before the 2nd paragraph of section 26-1.02A:
Crushed aggregate shall contain individual sieve segregation of at least 25 percent of particles having their entire surface area composed of faces resulting from fracture due to mechanical crushing.

Add to section 26-1.02B:
Aggregate must comply with the minimum quality requirements shown in the following table:
<table>
<thead>
<tr>
<th>Property</th>
<th>California Test</th>
<th>Contract Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resistance (R-value) (min)</td>
<td>301</td>
<td>78</td>
</tr>
<tr>
<td>Sand equivalent (min)</td>
<td>217</td>
<td>28</td>
</tr>
<tr>
<td>Durability index (min)</td>
<td>229</td>
<td>35</td>
</tr>
</tbody>
</table>
CITY OF GOLETA
SPECIAL PROVISIONS
OLD TOWN SIDEWALK IMPROVEMENTS PROJECT

The various portions of the Contract Documents have been prepared under the direction of the following licensed Civil Engineer, in accordance with California Business and Professions Code §6735.

Civil Design
Prepared by:

Shawn Kowalewski, PE
Date 10/10/19

Approved by:

Charlie Ebling, PE TE
Director of Public Works, City of Goleta
Date 10/10/19
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SECTION F
SPECIAL PROVISIONS

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STANDARD PLANS LIST

The standard plan sheets applicable to this Contract include those listed below.

ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND

A3A  Abbreviations (Sheet 1 of 3)
A3B  Abbreviations (Sheet 2 of 3)
A3C  Abbreviations (Sheet 3 of 3)
A10A Legend – Lines and Symbols (Sheet 1 of 5)
RSP A10B Legend – Lines and Symbols (Sheet 1 of 5)
A10C Legend – Lines and Symbols (Sheet 1 of 5)
A10D Legend – Lines and Symbols (Sheet 1 of 5)
A10E Legend – Lines and Symbols (Sheet 1 of 5)

PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS

RSP A20B Pavement Markers and Traffic Lines – Typical Details
A24D Pavement Markings – Words
A24E Pavement Markings – Words, Limit Line and Yield Lines

FENCES

A85 Chain Link Fence
A85A Chain Link Fence Details
A85B Chain Link Fence Details

CURBS, DRIVEWAY, DIKES, CURB RAMPS AND ACCESSIBLE PARKING

A87A Curbs and Driveways
A87B Hot Mix Asphalt Dikes
RSP A88A Curb Ramps Details
RSP A88B Curb Ramp and Island Passageway Details

TEMPORARY TRAFFIC CONTROL SYSTEMS

RSP T9 Traffic Control System Tables for Lane and Ramp Closures
RSP T13 Traffic Control System for Lane Closure on Two Lane Conventional Highways
### TEMPORARY WATER POLLUTION CONTROL

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>T57</td>
<td>Temporary Water Pollution Control Details (Temporary Check Dam)</td>
</tr>
<tr>
<td>T59</td>
<td>Temporary Water Pollution Control Details (Temporary Concrete Washout Facility)</td>
</tr>
</tbody>
</table>

### ROADSIDE SIGNS

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>RS1</td>
<td>Roadside Signs – Typical Installation Details No.1</td>
</tr>
<tr>
<td>RS4</td>
<td>Roadside Signs – Typical Installation Details No.4</td>
</tr>
</tbody>
</table>

### SSPWC GREENBOOK STANDARD PLANS

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>313-3</td>
<td>Local Depressions at Catch Basins</td>
</tr>
<tr>
<td>606-2</td>
<td>Metal Hand Railings</td>
</tr>
<tr>
<td>640-2</td>
<td>Reinforced Concrete Stairway</td>
</tr>
</tbody>
</table>

### COUNTY OF SANTA BARBARA STANDARD DETAILS

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>3-010</td>
<td>General Drainage Facility Notes</td>
</tr>
<tr>
<td>3-020</td>
<td>Open Curb Drop Inlet</td>
</tr>
<tr>
<td>3-060</td>
<td>Sidewalk Underdrain</td>
</tr>
</tbody>
</table>
DIVISION I GENERAL PROVISIONS

1 GENERAL

The work embraced herein shall conform to the provisions in the 2015 Standard Specifications and the 2015 Standard Plans of the California Department of Transportation, and these special provisions. Other specifications incorporated by reference include County of Santa Barbara Standard Details and the APWA SSPWC Greenbook.

Whenever the following terms occur in the Caltrans Standard Plans and Caltrans Specifications, the meaning shall be interpreted as follows:

- State of California ➤ City of Goleta
- Department of Transportation ➤ City of Goleta Engineering Division
- Division of Highways ➤ City of Goleta Engineering Division
- Director ➤ City of Goleta Public Works Director
- Engineer ➤ City of Goleta Public Works Director acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

2 BIDDING

Add to section 2-1.06A:

Revised Standard Specifications are available at State of California, Department of Transportation (Caltrans) website at:


Contractor must comply with the most recent revised state standard specifications available prior to bid opening.
### 9 PAYMENT

Add to section 9-1.02A:

<table>
<thead>
<tr>
<th>CONTRACT ITEMS</th>
<th>UNIT</th>
<th>ADDITIONAL MEASUREMENT NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization</td>
<td>Lump Sum (LS)</td>
<td>Includes all costs associated with insurance, bonds, required permits and fees, shop drawings, potholing, moving onto the job (mobilization), construction staging areas, preparation of project schedule, project phasing, supervision, coordination of concurrent work with utility agencies and other contractors, and meetings required to perform the work indicated in the plans and specifications, moving off the job (demobilization), and “as-built” plans required to perform the work indicated in the plans and specifications.</td>
</tr>
<tr>
<td>Utility Coordination</td>
<td>Lump Sum (LS)</td>
<td>Includes coordination with all utility owners and other contractors to perform the utility relocation and adjustment work in a manner that does not impact the construction schedule.</td>
</tr>
<tr>
<td>Job Site Management</td>
<td>Lump Sum (LS)</td>
<td>Includes implementation of the approved spill prevention and control, material management, waste management, non-stormwater management, and dewatering activities and for obtaining required permits and associated fees, including all labor, materials, equipment, and incidentals, and for completing all work involved in the implementation of the approved plan and meeting requirements of the City of Goleta to the satisfaction of the Engineer.</td>
</tr>
<tr>
<td>Stormwater Pollution Prevention Program</td>
<td>Lump Sum (LS)</td>
<td>Includes implementation of the approved water pollution control program, and for completing all work for monitoring, inspecting, correcting, updating and maintaining the temporary erosion control devices and temporary best management practices (BMP’s) and for obtaining required permits and associated fees, including all labor, materials, equipment, and incidentals, and for completing all work involved in the implementation of the approved plan and meeting requirements of the City of Goleta regarding storm water pollution control, in accordance with the plans and special provisions to the satisfaction of the Engineer.</td>
</tr>
<tr>
<td>Traffic Control System</td>
<td>Lump Sum (LS)</td>
<td>Traffic control system includes preparation and implementation of temporary traffic control, and safe maintenance of traffic through the project area and to properties for the duration of the project, during and after work hours.</td>
</tr>
<tr>
<td>------------------------</td>
<td>--------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Plant Establishment (Type 1 – 1 year)</td>
<td>Lump Sum (LS)</td>
<td>Plant establishment consists of caring for plants, including: controlling plant growth; fertilizing; controlling rodents, insects and weeds; replacing damaged plants; and watering (water truck and/or water bags). The work covers both planted trees and bio-retention plants.</td>
</tr>
<tr>
<td>Clearing and Grubbing</td>
<td>Lump Sum (LS)</td>
<td>Clearing and grubbing is for the removal of all material in conflict with the work that is not otherwise covered by a work item. Includes trimming trees, hedges and other vegetation in the City right-of-way that is in lower than 10 feet above finished grade.</td>
</tr>
<tr>
<td>Roadway Excavation</td>
<td>Cubic Yard (CY)</td>
<td>Excavation and removal of roadway and earth materials as necessary to construct the project.</td>
</tr>
<tr>
<td>Relocate Tree</td>
<td>Each (EA)</td>
<td>Transplant tree including excavation, preparation of soil, backfill and watering.</td>
</tr>
<tr>
<td>Remove Tree</td>
<td>Each (EA)</td>
<td>Remove tree including the stump or root ball.</td>
</tr>
<tr>
<td>Remove Tree - Large</td>
<td>Each (EA)</td>
<td>Remove tree including the stump or root ball. This item is for two large trees: No. 42 and No. 74. The demolition and removal work shall be completed before these trees are removed. Contractor will notify engineer when the demolition and removal work is complete and allow Engineer 2 days to determine if these trees need to be removed to complete the project.</td>
</tr>
<tr>
<td>Plant Tree</td>
<td>Each (EA)</td>
<td>Plant tree including excavation, preparation of soil, backfill and watering.</td>
</tr>
<tr>
<td>Remove Fence</td>
<td>Linear Foot (LF)</td>
<td>For removal of private fences in the City right-of-way. Quantity is determined from the length of property frontage that required removal of fence as shown on the plans. Other fences removed for the project are part of clearing and grubbing activities. Fence removal is to the nearest post outside the construction area. Owners may want to salvage fence. Contractor must coordinate with owner and</td>
</tr>
<tr>
<td>Item Description</td>
<td>Unit(s)</td>
<td>Description</td>
</tr>
<tr>
<td>------------------------------------------------------</td>
<td>-------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Dispose of materials that the owners do not want</td>
<td></td>
<td>salvaged.</td>
</tr>
<tr>
<td>Remove Mailbox Each (EA)</td>
<td></td>
<td>Remove mailbox and salvage for property owner or resident. Contractor must coordinate with owner and dispose of materials that the owners do not want salvaged.</td>
</tr>
<tr>
<td>Adjust Utility Each (EA)</td>
<td></td>
<td>Adjust utility facilities to grade or as described such as: meter boxes; valve cans; manholes; vaults/boxes. Pole, hydrants, guy wires, cabinets and other facilities are relocated and/or adjusted by the utility owner, as identified on the plans.</td>
</tr>
<tr>
<td>Bio-Retention Section and Plants Square Foot (SF)</td>
<td></td>
<td>Quantity is determined from plan area between the back of curb and the sidewalk. Includes all components of the work include excavation, removals, new bio-retention media and soils, rock materials, filter fabric, witness wells, and plants.</td>
</tr>
<tr>
<td>Class 2 Aggregate Base Cubic Yard (CY)</td>
<td></td>
<td>For full-depth road reconstruction sections and under curb, cross-gutter, spandrel, driveway and HMA driveway conforms. Quantity is determined from plan area multiplied by the plan depth.</td>
</tr>
<tr>
<td>Class 3 Aggregate Base Cubic Yard (CY)</td>
<td></td>
<td>For pervious pavement reservoir layer. Quantity is determined from plan area multiplied by the plan depth.</td>
</tr>
<tr>
<td>Asphalt Treated Permeable Base Cubic Yard (CY)</td>
<td></td>
<td>For pervious pavement structure layer. Quantity is determined from plan area multiplied by the plan depth.</td>
</tr>
<tr>
<td>Hot Mix Asphalt (Type A) Ton (TN)</td>
<td></td>
<td>Quantity is determined from combined mixture weight, as recorded on printed batch weight records (certified weighmaster tickets), of placed materials for full-depth road reconstruction (and widenings) and HMA driveway conforms.</td>
</tr>
<tr>
<td>Hot Mix Asphalt (Leveling) Ton (TN)</td>
<td></td>
<td>Quantity is determined from combined mixture weight, as recorded on printed batch weight records (certified weighmaster tickets), of placed materials. HMA (leveling) is used in areas that are more than 0.15 foot below roadway finished grade after cold planning.</td>
</tr>
<tr>
<td>Hot Mix Asphalt-Open Graded Friction Course Ton (TN)</td>
<td></td>
<td>For pervious pavement friction course (top) layer. Quantity is determined from combined mixture weight, as recorded on printed batch weight records (certified weighmaster tickets), of placed materials. HMA (leveling) is used in areas that are more than 0.15 foot below roadway finished grade after cold planning.</td>
</tr>
</tbody>
</table>
weight, as recorded on printed batch weight records (certified weighmaster tickets), of placed materials.

<table>
<thead>
<tr>
<th>Material</th>
<th>Unit of Measure</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cold Plane Asphalt Concrete Pavement</td>
<td>Square Yard (SY)</td>
<td>Quantity is determined from plan area. Depth of cold plane varies in order to provide straight cross-slope on roadway and uniform HMA overlay layer thickness.</td>
</tr>
<tr>
<td>Gravel Shoulder Backing</td>
<td>Cubic Yard (CY)</td>
<td>For pavement backing on north side of Armitos Avenue. Depth is 0.5 foot.</td>
</tr>
<tr>
<td>Roadside Sign (Strap and Saddle Bracket Method)</td>
<td>Each (EA)</td>
<td>For roadside signs with strap and saddle bracket (SSBM) of sign to existing post or pole.</td>
</tr>
<tr>
<td>Minor Concrete (Curb)</td>
<td>Cubic Yard (CY)</td>
<td>Quantity is determined from length of curb measured at flow line / face of curb multiplied by cross-section area of the specified curb. Includes gutter if applicable to the curb type. Includes retaining curbs. No deductions are made for curb at curb ramps, spandrels, driveways or sidewalk underdrains. Gutter not included in volume for curb when adjacent to cross-gutter or spandrel. Payment does not include the volume of concrete used to fill low areas of the subgrade.</td>
</tr>
<tr>
<td>Detectable Warning Surface</td>
<td>Square Foot (SF)</td>
<td>For curb ramps. Quantity is determined from area in plans measured full width of curb ramp or landing and 24 inches perpendicular to path of travel.</td>
</tr>
<tr>
<td>Minor Concrete (Driveway)</td>
<td>Cubic Yard (CY)</td>
<td>Quantity is determined from plan area behind the curb to the back of walk, including driveway wings and sidewalk portion of driveway. Sidewalk ramps to the driveway are not included. Thickness of driveway is 6 inches for residential and 8 inches for commercial properties. Payment does not include the volume of concrete used to fill low areas of the subgrade.</td>
</tr>
<tr>
<td>Minor Concrete (Sidewalk)</td>
<td>Cubic Yard (CY)</td>
<td>Quantity is determined from plan area, excluding driveways and curb ramps. Thickness of sidewalk is 4 inches. Payment does not include the volume of concrete used to fill low areas of the subgrade.</td>
</tr>
<tr>
<td>Minor Concrete (Curb Ramp)</td>
<td>Cubic Yard (CY)</td>
<td>Quantity is determined from plan area behind the curb to the back of walk. Sidewalk ramps to the driveway are not included. Thickness of curb ramp is 4 inches. Payment does not include the volume of concrete used to fill low areas of the subgrade.</td>
</tr>
<tr>
<td>Description</td>
<td>Unit</td>
<td>Details</td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------</td>
<td>----------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Minor Concrete (Cross-Gutter and Spandrel)</td>
<td>Cubic Yard (CY)</td>
<td>Quantity is determined from plan area. Thickness of cross-gutter and spandrel is 8 inches. Payment does not include the volume of concrete used to fill low areas of the subgrade.</td>
</tr>
<tr>
<td>Minor Concrete (Stairs)</td>
<td>Lump Sum (LS)</td>
<td>For reinforced concrete stair on Pine Avenue.</td>
</tr>
<tr>
<td>Sidewalk Underdrain</td>
<td>Each (EA)</td>
<td>For sidewalk underdrain per County of Santa Barbara Standard Detail 3-060 to connect existing private drains to the curb flow line, including cleanout boxes, where necessary.</td>
</tr>
<tr>
<td>Drainage Inlet</td>
<td>Each (EA)</td>
<td>For removal and reconstruction of a drainage inlets on Gato Avenue and Tecolote Avenue Includes excavation; demolition; removal; disposal; RCP cutting to fit; concrete and steel construction; backfill to reconstruct the drainage inlet.</td>
</tr>
<tr>
<td>Bio-Filtration Unit</td>
<td>Each (EA)</td>
<td>For furnishing and installing a premanufactured biofiltration unit upstream and connected to a drainage inlet. Include excavation and backfill.</td>
</tr>
<tr>
<td>Chain Link Fence (Type CL-4)</td>
<td>Linear Foot (LF)</td>
<td>For removal of existing fencing at walkways on Pine Avenue, and construction of new 4-foot tall chain link fence.</td>
</tr>
<tr>
<td>Chain Link Gate (Type CL-4; W=4)</td>
<td>Each (EA)</td>
<td>For construction of new 4-foot wide and 4-foot tall chain link gates.</td>
</tr>
<tr>
<td>Remove Roadside Sign</td>
<td>Each (EA)</td>
<td>For existing sign removal that is not reincorporated into the project.</td>
</tr>
<tr>
<td>Relocate Roadside Sign</td>
<td>Each (EA)</td>
<td>For existing sign that is relocated.</td>
</tr>
<tr>
<td>Furnish Single Sheet Aluminum Sign (0.063&quot;-Unframed)</td>
<td>Square Foot (SF)</td>
<td>For sign panels. Quantity is determined from sign panel dimensions.</td>
</tr>
<tr>
<td>Roadside Sign - One Post</td>
<td>Each (EA)</td>
<td>For roadside signs with one post.</td>
</tr>
<tr>
<td>Tubular Handrailing</td>
<td>Linear Foot (LF)</td>
<td>For furnishing and installing tubular handrailing on stairs on Pine Avenue.</td>
</tr>
<tr>
<td>Bicycle Rack</td>
<td>Each (EA)</td>
<td>For furnishing and installing a bike rack on Magnolia Avenue.</td>
</tr>
<tr>
<td>Paint Traffic Stripe 3-Application; 8-Coat</td>
<td>Linear Foot (LF)</td>
<td>For traffic stripes. Quantity is determined from plan length. Each unit of length includes three applications for a total of eight coats of paint.</td>
</tr>
</tbody>
</table>
**Paint Curb (3-Application; 8-Coat)**

<table>
<thead>
<tr>
<th>Linear Foot (LF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>For red curb paint. Quantity is determined from length of curb measured at flow line / face of curb. Each unit of length includes three applications for a total of eight coats of paint.</td>
</tr>
</tbody>
</table>

**Paint Pavement Marking (3-Application; 8-Coat)**

<table>
<thead>
<tr>
<th>Square Foot (SF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>For traffic marking. Each unit of area includes three applications for a total of eight coats of paint.</td>
</tr>
</tbody>
</table>

---

### 5 CONTROL OF WORK

**5-1.20G Utility Coordination**

Contractor must coordinate with utility owners for all potential utility conflicts prior to commencing construction. Contractor’s schedule must accommodate utility company relocations. If a utility conflict exists, the Contractor shall notify the utility company Owners Representative a minimum of 10 working days prior to any utility relocation required during construction. The Contractor shall coordinate utility relocations Owners to ensure that there will not be conflicts with proposed construction. The Contractor shall cooperate with the Owners of utilities so that removal and adjustment operations may progress in a timely, responsible, and reasonable manner, duplication of adjustment work may be reduced to a minimum, and services rendered by those parties will not be unnecessarily interrupted.

**5-1.20H Utility Relocations**

Contractor must coordinate contractor work and utility relocations with utility owner.

All utility relocation work is concurrent with contractor’s work.

Utility owners have been notified of the following required relocations:

**Telecom: Cox Communication, Inc. and Frontier Communications Corporation**

Cox and Frontier have overhead facilities on SCE poles and one non-SCE pole (at Magnolia and Mandarin).

<table>
<thead>
<tr>
<th>Address</th>
<th>Facility</th>
<th>Notes</th>
<th>By</th>
</tr>
</thead>
<tbody>
<tr>
<td>5870 Mandarin</td>
<td>Vault / Pull Box</td>
<td>Adj to Grade</td>
<td>Cox</td>
</tr>
<tr>
<td>5870 Mandarin</td>
<td>Canister on Pole</td>
<td>Adjust</td>
<td>Cox</td>
</tr>
<tr>
<td>65 Orange</td>
<td>Canister on Pole</td>
<td>Adjust</td>
<td>Cox</td>
</tr>
<tr>
<td>5832 Mandarin</td>
<td>Pole</td>
<td>Relocate</td>
<td>Frontier-Cox</td>
</tr>
<tr>
<td>520 Pine</td>
<td>Vault Pull Box</td>
<td>Adj to Grade</td>
<td>Cox</td>
</tr>
<tr>
<td>520 Pine</td>
<td>Vault Pull Box</td>
<td>Adj to Grade</td>
<td>Cox</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Totals for All Streets - Telecom</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relocate/Adjust by Cox</td>
</tr>
<tr>
<td>Relocate/Adjust by Frontier</td>
</tr>
<tr>
<td>Relocate/Adjust by Joint Cox-Frontier</td>
</tr>
</tbody>
</table>
Goleta Water District

Goleta Water District (GWD) has water meter boxes and valve cans that need to be adjusted to grade throughout the project area.

GWD has fire hydrants and water meter boxes to relocate throughout the project area.

<table>
<thead>
<tr>
<th>Address</th>
<th>Facility</th>
<th>Notes</th>
<th>By</th>
</tr>
</thead>
<tbody>
<tr>
<td>5960 Mandarin</td>
<td>Single WM Box</td>
<td>Adj to grade</td>
<td>Contractor</td>
</tr>
<tr>
<td>5940 Mandarin</td>
<td>2x Single WM Box</td>
<td>Adj to grade</td>
<td>Contractor</td>
</tr>
<tr>
<td>5930 Mandarin</td>
<td>Single WM Box</td>
<td>Adj to grade</td>
<td>Contractor</td>
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<tr>
<td>5920 Mandarin</td>
<td>Single WM Box</td>
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<tr>
<td>5888 Mandarin</td>
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<td>Contractor</td>
</tr>
<tr>
<td>5880 Mandarin</td>
<td>Single WM Box</td>
<td>Relocate</td>
<td>GWD</td>
</tr>
<tr>
<td>5870 Mandarin</td>
<td>Single WM Box</td>
<td>Adj to grade</td>
<td>Contractor</td>
</tr>
<tr>
<td>5870 Mandarin</td>
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<td>Adj to grade</td>
<td>Contractor</td>
</tr>
<tr>
<td>5860 Mandarin</td>
<td>Single WM Box</td>
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</tr>
<tr>
<td>Int Mandarin @ Magnolia</td>
<td>WV</td>
<td>Adj to grade</td>
<td>Contractor</td>
</tr>
<tr>
<td>Int Mandarin @ Magnolia</td>
<td>WV</td>
<td>Adj to grade</td>
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</tr>
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<td>92 S. Fairview</td>
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<td>Protect</td>
<td>N/A</td>
</tr>
<tr>
<td>92 S. Fairview</td>
<td>WV 428</td>
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<td>Contractor</td>
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<td>92 S. Fairview</td>
<td>WV 2475</td>
<td>Relocate</td>
<td>GWD</td>
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<tr>
<td>Int Orange @ Mandarin</td>
<td>FH 438</td>
<td>Protect</td>
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<tr>
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<td>WV 438</td>
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<td>Contractor</td>
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<td>Int Orange @ Mandarin</td>
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<tr>
<td>131 Tecolote</td>
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</tr>
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<td>121 Tecolote</td>
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<td>Relocate</td>
<td>GWD</td>
</tr>
<tr>
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<td>Single WM Box</td>
<td>Relocate</td>
<td>GWD</td>
</tr>
<tr>
<td>105 Tecolote</td>
<td>Single WM Box</td>
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<td>GWD</td>
</tr>
<tr>
<td>93 Tecolote</td>
<td>Single WM Box</td>
<td>Adj to grade</td>
<td>GWD</td>
</tr>
<tr>
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<td>Single WM Box</td>
<td>Adj to grade</td>
<td>GWD</td>
</tr>
<tr>
<td>75 Tecolote</td>
<td>Single WM Box</td>
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<td>GWD</td>
</tr>
<tr>
<td>71 Tecolote</td>
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<td>GWD</td>
</tr>
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<td>63 Tecolote</td>
<td>Single WM Box</td>
<td>Adj to grade</td>
<td>GWD</td>
</tr>
<tr>
<td>60 Tecolote</td>
<td>Single WM Box; WM on Armitos</td>
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<td>Contractor</td>
</tr>
<tr>
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<td>Relocate</td>
<td>GWD</td>
</tr>
<tr>
<td>5762 Gato</td>
<td>Single WM Box</td>
<td>Adj to grade</td>
<td>Contractor</td>
</tr>
<tr>
<td>5760 Gato</td>
<td>Single WM Box</td>
<td>Protect</td>
<td>N/A</td>
</tr>
<tr>
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<td>Single WM Box</td>
<td>Adj to grade</td>
<td>Contractor</td>
</tr>
<tr>
<td>5730 Gato</td>
<td>Single WM Box</td>
<td>Adj to grade</td>
<td>Contractor</td>
</tr>
<tr>
<td>5722 Gato</td>
<td>Single WM Box</td>
<td>Adj to grade</td>
<td>Contractor</td>
</tr>
<tr>
<td>5704 Gato</td>
<td>Single WM Box</td>
<td>Adj to grade</td>
<td>Contractor</td>
</tr>
<tr>
<td>5762 Aguila</td>
<td>Single WM Box</td>
<td>Adj to grade</td>
<td>Contractor</td>
</tr>
<tr>
<td>5744 Aguila</td>
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<td>Contractor</td>
</tr>
<tr>
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<td>Single WM Box</td>
<td>Adj to grade</td>
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<tr>
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<td>Single WM Box</td>
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<td>Contractor</td>
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<tr>
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<td>Single WM Box</td>
<td>Adj to grade</td>
<td>Contractor</td>
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<tr>
<td>5728 Aguila</td>
<td>Single WM Box</td>
<td>Adj to grade</td>
<td>Contractor</td>
</tr>
<tr>
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<td>Single WM Box</td>
<td>Adj to grade</td>
<td>Contractor</td>
</tr>
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<tr>
<td>5747 Armitos</td>
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<td>N/A</td>
</tr>
<tr>
<td>5737 Armitos</td>
<td>Single WM Box</td>
<td>Adj to grade</td>
<td>Contractor</td>
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<tr>
<td>5729 Armitos</td>
<td>Single WM Box</td>
<td>Adj to grade</td>
<td>Contractor</td>
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<td>5721 Armitos</td>
<td>Single WM Box</td>
<td>Adj to grade</td>
<td>Contractor</td>
</tr>
<tr>
<td>520 Pine (space 10)</td>
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<td>Adj to grade</td>
<td>Contractor</td>
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**Totals for All Streets – Goleta Water District**

<table>
<thead>
<tr>
<th>Action</th>
<th>Count</th>
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<tbody>
<tr>
<td>Relocate/Adjust by GWD</td>
<td>16</td>
</tr>
<tr>
<td>Set WM Box to Grade by Contractor</td>
<td>75</td>
</tr>
<tr>
<td>Set WV Can to Grade by Contractor</td>
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</tr>
<tr>
<td>Set End Drain to Grade by Contractor</td>
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</tr>
<tr>
<td>Protect in place</td>
<td>9</td>
</tr>
</tbody>
</table>
Goleta Sanitary District

Goleta Sanitary District (GSD) has manholes that need to be adjusted to grade throughout the project area.

<table>
<thead>
<tr>
<th>Address</th>
<th>Facility</th>
<th>Notes</th>
<th>By</th>
</tr>
</thead>
<tbody>
<tr>
<td>Int Mandarin @ S. Fairview</td>
<td>SS MH</td>
<td>Adj to grade</td>
<td>Contractor</td>
</tr>
<tr>
<td>5940 Mandarin</td>
<td>SS MH</td>
<td>Adj to grade</td>
<td>Contractor</td>
</tr>
<tr>
<td>Int Mandarin @ Orange</td>
<td>SS MH</td>
<td>Adj to grade</td>
<td>Contractor</td>
</tr>
<tr>
<td>Int Mandarin @ Magnolia</td>
<td>SS MH</td>
<td>Adj to grade</td>
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</tr>
<tr>
<td>102 Orange</td>
<td>SS MH</td>
<td>Adj to grade</td>
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</tr>
<tr>
<td>112 Orange</td>
<td>SS CO</td>
<td>Cap</td>
<td>Contractor</td>
</tr>
<tr>
<td>67 Magnolia</td>
<td>SS CO</td>
<td>Cap</td>
<td>Contractor</td>
</tr>
<tr>
<td>55 Magnolia</td>
<td>SS MH</td>
<td>Adj to grade</td>
<td>Contractor</td>
</tr>
<tr>
<td>15 Magnolia</td>
<td>SS MH</td>
<td>Adj to grade</td>
<td>Contractor</td>
</tr>
<tr>
<td>100 Nectarine</td>
<td>SS MH</td>
<td>Adj to grade</td>
<td>Contractor</td>
</tr>
<tr>
<td>99 Nectarine (on Mandarin)</td>
<td>SS MH</td>
<td>Adj to grade</td>
<td>Contractor</td>
</tr>
<tr>
<td>92 Nectarine</td>
<td>SS CO</td>
<td>Cap</td>
<td>Contractor</td>
</tr>
<tr>
<td>86 Nectarine</td>
<td>SS CO</td>
<td>Cap</td>
<td>Contractor</td>
</tr>
<tr>
<td>151 Tecolote</td>
<td>SS MH</td>
<td>Adj to grade</td>
<td>Contractor</td>
</tr>
<tr>
<td>95 Tecolote</td>
<td>SS MH</td>
<td>Adj to grade</td>
<td>Contractor</td>
</tr>
<tr>
<td>Int Tecolote @ Armitos</td>
<td>SS MH</td>
<td>Adj to grade</td>
<td>Contractor</td>
</tr>
<tr>
<td>5722 Gato</td>
<td>SS MH</td>
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</tr>
<tr>
<td>5704 Gato</td>
<td>SS MH</td>
<td>Adj to grade</td>
<td>Contractor</td>
</tr>
<tr>
<td>Int Gato @ Mallard</td>
<td>SS MH</td>
<td>Adj to grade</td>
<td>Contractor</td>
</tr>
<tr>
<td>5728 Aguila</td>
<td>SS MH</td>
<td>Adj to grade</td>
<td>Contractor</td>
</tr>
<tr>
<td>5721 Armitos</td>
<td>SS MH</td>
<td>Adj to grade</td>
<td>Contractor</td>
</tr>
</tbody>
</table>

**Totals for All Streets – Goleta Sanitary District**

- Relocate/Adjust by GSD: 0
- Adjust Sewer Manhole to Grade by Contractor: 17
- Cap Sewer Clean Out by Contractor: 4

Southern California Edison

Southern California Edison (SCE) has poles and cabinets that need to be relocated to provide an ADA accessible pathway throughout the project area.

<table>
<thead>
<tr>
<th>Address</th>
<th>Facility</th>
<th>Notes</th>
<th>By</th>
</tr>
</thead>
<tbody>
<tr>
<td>5880 Mandarin</td>
<td>Pole</td>
<td>Relocate</td>
<td>SCE</td>
</tr>
<tr>
<td>5870 Mandarin</td>
<td>Pole</td>
<td>Relocate</td>
<td>SCE</td>
</tr>
<tr>
<td>5870 Mandarin</td>
<td>Vault / Pull Box</td>
<td>Relocate</td>
<td>SCE</td>
</tr>
<tr>
<td>5870 Mandarin</td>
<td>Electric Cabinet</td>
<td>Relocate</td>
<td>SCE</td>
</tr>
<tr>
<td>156 Orange</td>
<td>Pole</td>
<td>Relocate</td>
<td>SCE</td>
</tr>
<tr>
<td>136 Orange</td>
<td>Pole</td>
<td>Relocate</td>
<td>SCE</td>
</tr>
<tr>
<td>124 Orange</td>
<td>Pole</td>
<td>Relocate</td>
<td>SCE</td>
</tr>
<tr>
<td>92 Orange (Corner)</td>
<td>Pole w/Guy Wire</td>
<td>Relocate</td>
<td>SCE</td>
</tr>
<tr>
<td>92 Orange</td>
<td>Pole</td>
<td>Relocate</td>
<td>SCE</td>
</tr>
<tr>
<td>92 Orange</td>
<td>Vault / Pull Box</td>
<td>Relocate</td>
<td>SCE</td>
</tr>
<tr>
<td>30 Orange</td>
<td>Pole</td>
<td>Relocate</td>
<td>SCE</td>
</tr>
<tr>
<td>22 Magnolia</td>
<td>Guy Wire w/Pole</td>
<td>Relocate</td>
<td>SCE</td>
</tr>
<tr>
<td>99 Nectarine (Corner)</td>
<td>Pole</td>
<td>Relocate</td>
<td>SCE</td>
</tr>
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<td>62 Nectarine</td>
<td>Pole</td>
<td>Relocate</td>
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<td>5769 Gato</td>
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<td>SCE</td>
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<tr>
<td>5769 Gato</td>
<td>Electric Cabinet</td>
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<td>SCE</td>
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<tr>
<td>5737 Armitos</td>
<td>Pole</td>
<td>Relocate</td>
<td>SCE</td>
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</table>

**Totals for All Streets – Southern California Edison**

- Relocate/Adjust by SCE: 17
- Adjust by Contractor: 0
Southern California Gas

Southern California Gas has meter boxes that need to be adjusted to grade throughout the project area.

<table>
<thead>
<tr>
<th>Address</th>
<th>Facility</th>
<th>Notes</th>
<th>By</th>
</tr>
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<tbody>
<tr>
<td>5960 Mandarin</td>
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<td>SCG</td>
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<td>5812 Mandarin</td>
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<td>150 Orange</td>
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<td>124 Orange</td>
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<tr>
<td>99 Orange</td>
<td>Gas Meter Box</td>
<td>Adj to grade</td>
<td>SCG</td>
</tr>
<tr>
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<td>Adj to grade</td>
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<td>67 Magnolia</td>
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<td>5762 Gato</td>
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<td>SCG</td>
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<td>5757 Armitos</td>
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<td>Adj to grade</td>
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<td>5729 Armitos</td>
<td>Gas Meter Box</td>
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<td>SCG</td>
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<tr>
<td>5721 Armitos</td>
<td>Gas Meter Box</td>
<td>Adj to grade</td>
<td>SCG</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Totals for All Streets – Southern California Gas</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relocate/Adjust by SCG</td>
</tr>
<tr>
<td>Adjust to Grade by Contractor</td>
</tr>
</tbody>
</table>
DIVISION II GENERAL CONSTRUCTION

10 GENERAL

Add in section 10-1.03:
The project area has limited travel ways and on-street parking. Control of the work is important.

Work Covered by this Section
The work covered in this section starts with concrete or roadway removals and ends with HMA pave back. Final HMA top course shall be combined with other streets to improve pavement surface quality.

Construction Zones
Contractor must only work on one block in a zone at a time. Pine Street can be constructed concurrently with any other blocks.

Zone 1
- South Fairview
- Mandarin Drive – west block
- Orange Avenue – north block
- Orange Avenue – south block

Zone 2
- Mandarin Drive – central block
- Mandarin Drive – east block
- Magnolia Avenue
- Nectarine Avenue – north block
- Nectarine Avenue – south block

Zone 3
- Tecolote Avenue – north block
- Tecolote Avenue – south block
- Armitos Avenue
- Aguila Avenue
- Gato Avenue

Construction Durations per Block
Once work is started on a street it must progress diligently without delays until it can be fully utilized by the public. Contractor will have up to 35 working days to complete the work on a block.

Liquidated Damages for Delays
The City and the community in the project area will suffer damages if the work is delayed. Liquidated damages will be assessed per section 8-1.10A and 8-1.10B to the contractor for each day that the work on block is not complete within the construction duration provided in this section, exclusive of delays due to utility relocation work. Contractor needs to account for painting traffic striping schedule specified in Section 84-2.03C(3)(a).
13 WATER POLLUTION CONTROL

13-1 GENERAL
13-3.01A Summary

Replace the 4th paragraph in section 13-3.01A with:
Discharges of stormwater from the project must comply with the permit issued by the Central Coast RWQCB for *National Pollutant Discharge Elimination System (NPDES) Permit No. CAS000002, Permit No. (Order No. 2009-0009-DWQ)*. The Central Coast RWQCB permit governs stormwater and non-stormwater discharges resulting from construction activities in the project area. The Central Coast RWQCB permit may be viewed at Central Coast RWQCB office located at 895 Aerovista Place, Suite 101 San Luis Obispo, CA 93401.

Replace 1st paragraph of section 13-6.03C with:
Provide temporary drainage inlet protection around drainage inlets as changing conditions require. Drainage inlet protection must be an appropriate type for conditions around the drainage inlet.

13-1.04 PAYMENT

Replace section 13-1.04 with:
Full compensation for work specified in section 13 and applicable engineering standards is included in the payment for Water Pollution Control Program shown on the bid item list.

15 EXISTING FACILITIES

Add to section 15-1.01:
In addition to other items of work, removal of the following are covered in this section:

1. Remove concrete (sidewalk, driveway, curb ramp, curb, cross-gutter, spandrel, stairs, wall)
2. Remove AC
3. Remove fence
4. Remove bollards

Contractor shall relocate private plumbing fixtures (hose bibs, pressure reducing valves, etc.) and irrigation facilities that conflict with the work.

Dispose of materials resulting from performing work on existing facilities.

Replace section 15-1.03C with:
Property owners have the first-right-of-refusal of fence, landscaping, landscape rocks, landscape wood that front their property, or walkways and driveways on private property. Some owners may request that these materials be salvaged. Contractor must remove and dispose of or, if requested by the owner, salvage these materials.
Notify the Engineer and effected property owner at least 2 business days before removal of these materials. Salvaging these materials includes removal and placement of materials outside the limits of work, but with 20 feet of the front property line of the parcel. Salvage materials must be placed in a neat and organized fashion that allows the property owner to reuse them upon completion of the project.

No items are identified for salvage for the City.

**Replace section 15-1.04 with:**

The payment for removal and disposal of existing facilities is included in other items of work, such as clearing and grubbing and roadway excavation.

The payment quantity for remove fence includes removal and disposal or salvage of all materials encountered such as metal, soil, rubble, rock, concrete and other materials required for the construction of project improvements is the length determined from the plans.

**DIVISION III EARTHWORK AND LANDSCAPE**

**17 GENERAL**

**Replace section 17-2.01 with:**

Section 17-2 includes specifications for clearing and grubbing.

Clearing and grubbing consists of removing objectionable material from the following construction areas:

1. Roads, road approaches and streets
2. City right of way
3. Private property within the right of entry for construction of the project or private conforms for walkways and driveways
4. Other described areas

Objectionable material includes items in the way of the work. Among other more typical materials, metal bollards, landscape rocks, rubble, all vegetation, trees, tree and hedge trimming, trash, bricks, stones, pavers, wood or other landscape headers, metal or wood posts and foundations, lights, irrigation lines (must be capped 6 inches back of right-of-way line), signs and lawn art are considered objectionable materials.

**Replace 2nd paragraph of section 17-2.03B with:**

Cut tree branches, hedges and other vegetation that:

1. Extend over the roadway and hang within 15 feet of the finished grade
2. Extend over the sidewalk and hang within 10 feet of the finished grade (sidewalk must be unobstructed the full width of the sidewalk and to a height of 10 feet above finished grade)
Cut other branches to give each tree a balanced appearance. Cut branches close to the trunk under Section 20-3.01C(2).

**Replace section 17-2.04 with:**

Lump sum price paid for clearing and grubbing in conformance with this section.

The payment quantity for remove tree is measured per each tree removed, including the stump and backfilling the hole.

19 EARTHWORK

**Add to 2nd paragraph of section 19-2.03A:**

Remove pavement, base and earth subgrade materials (native or other soils) to depth of concrete work (and base material if shown) and pavement structural section grading plane (subgrade of proposed pavement section) within the limits of roadway excavation. Roadway excavation includes the removal of these materials. Roadway excavation limits are up to the right-of-way, except as required for the private driveway and walk conform areas, and are shown on the demolition plans as the limits of:

1. Remove AC
2. Remove Concrete
3. Clearing and Grubbing

Removal of AC and concrete (curb, sidewalk and driveway, etc.) includes removal and disposal of all materials encountered such as metal, soil, rubble, rock, base, roots, aggregate base, engineering paving fabric, concrete pavement and other materials required for the construction of project improvements is the area determined from the plans, and also applies to removal of cross-gutters and spandrels (all concrete flat work).

Roadway excavation removals all these materials to clear and provide the grading plane for the proposed improvements.

**Replace the 2nd, 3rd, and 4th paragraphs of section 19-2.03B with:**

Dispose of surplus material. Ensure enough material is available to complete the subgrade grading plane before disposing of it.

**Add bullets to list in section 19-2.04:**

1. AC pavement
2. Concrete pavement
3. Pavement base material
4. Native and other soils necessary provide grading plan for concrete construction (curbs, sidewalks, etc.) and pavement structural sections, including areas marked for clearing and grubbing.
Replace 4th paragraph in section 19-2.04 with:
Roadway excavation is a final pay item. For a final pay item, Contractor accepts payment based on the Bid Item list quantity, regardless of the actual quantity used unless dimensions are changed by the Engineer.

Add to section 19-9.01:
Shoulder backing shall be gravel and is used on the north side of Armitos Avenue.

Replace the list in section 19-9.02 with:
1. Broken stone
2. Crushed gravel
3. Natural rough surface rock

Add to section 19-9.04:
The payment quantity for gravel shoulder backing is the volume determined from the plans.

20 LANDSCAPE

Replace section 20-1.02C with:
Do not use pesticides.

Replace section 20-3.01B(7) with:
Provide 24" Deep Root Barrier, or approved equal, for all tree plantings located within 6’ of any hardscape surface.

Add to section 20-3.01C(1):
Install root barriers for all other tree plantings located within 6’ of any hardscape surface.
Install barrier at curb and/or sidewalk, per manufacturer’s instructions. In some cases, this will be on multiple sides of the same tree.
Top of root barrier shall be installed 2” below adjacent finished grade of landscape, curb or sidewalk.

Replace section 20-3.01D with:
The payment quantity for plant trees and relocate trees includes all trees, bark mulch, fertilizers, amendments, root barriers, plant establishment and all other planting materials required to furnish and construct landscaping complete and in place.
Add to section 20-3.02C(3)(a):

Follow the City of Goleta Street Tree Subcommittee Planting Guidelines Revised 12/8/2009 (Approved 3/18/13 by City Council) and the Revised Planting Recommendations for the City of Goleta (4/30/2014).

Replacement trees identified for this project include:

<table>
<thead>
<tr>
<th></th>
<th>Common Name</th>
<th>Size</th>
<th>Planting Code</th>
<th>Station Offset</th>
<th>Height</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Butia (Jelly Jam)</td>
<td>15 Gallon</td>
<td>&quot;MG&quot;</td>
<td>406+42</td>
<td>39'</td>
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<tr>
<td>5</td>
<td>Guadalupe Palm</td>
<td>15 Gallon</td>
<td>&quot;MG&quot;</td>
<td>406+64</td>
<td>36'</td>
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<tr>
<td>6</td>
<td>Bronze Loquat or Weeping Bottle Brush</td>
<td>15 Gallon</td>
<td>&quot;MG&quot;</td>
<td>406+82</td>
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<tr>
<td>7</td>
<td>King Palm</td>
<td>15 Gallon</td>
<td>&quot;MG&quot;</td>
<td>406+85</td>
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<td>8</td>
<td>Guadalupe Palm</td>
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<td>&quot;MG&quot;</td>
<td>408+25</td>
<td>46'</td>
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<tr>
<td>12</td>
<td>Guadalupe Palm</td>
<td>15 Gallon</td>
<td>&quot;MG&quot;</td>
<td>407+46</td>
<td>44'</td>
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<tr>
<td>16</td>
<td>Bronze Loquat or Weeping Bottle Brush</td>
<td>15 Gallon</td>
<td>&quot;MG&quot;</td>
<td>408+46</td>
<td>42'</td>
</tr>
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<td>17</td>
<td>King Palm</td>
<td>15 Gallon</td>
<td>&quot;MG&quot;</td>
<td>407+20</td>
<td>18'</td>
</tr>
<tr>
<td>19</td>
<td>King Palm</td>
<td>15 Gallon</td>
<td>&quot;MG&quot;</td>
<td>408+88</td>
<td>18'</td>
</tr>
<tr>
<td>20</td>
<td>King Palm</td>
<td>15 Gallon</td>
<td>&quot;MG&quot;</td>
<td>410+12</td>
<td>18'</td>
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<tr>
<td>21</td>
<td>Majesty Palm</td>
<td>15 Gallon</td>
<td>&quot;MG&quot;</td>
<td>409+36</td>
<td>46'</td>
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<td>24</td>
<td>King Palm</td>
<td>15 Gallon</td>
<td>&quot;MG&quot;</td>
<td>411+64</td>
<td>18'</td>
</tr>
<tr>
<td>25</td>
<td>King Palm</td>
<td>15 Gallon</td>
<td>&quot;MG&quot;</td>
<td>411+96</td>
<td>23'</td>
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<tr>
<td>28</td>
<td>Bronze Loquat or Weeping Bottle Brush</td>
<td>15 Gallon</td>
<td>&quot;MG&quot;</td>
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<tr>
<td>31</td>
<td>Butia (Jelly Jam)</td>
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<td>&quot;MG&quot;</td>
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<td>39'</td>
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<tr>
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<td>&quot;MG&quot;</td>
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<td>&quot;MG&quot;</td>
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<td>&quot;MG&quot;</td>
<td>409+09</td>
<td>39'</td>
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<td>Australian Willow or Sweetshade Tree</td>
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<td>29'</td>
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<tr>
<td>48</td>
<td>Australian Willow or Sweetshade Tree</td>
<td>15 Gallon</td>
<td>1008+13</td>
<td>29'</td>
<td></td>
</tr>
<tr>
<td>57</td>
<td>Bronze Loquat or Weeping Bottle Brush</td>
<td>15 Gallon</td>
<td>1008+99</td>
<td>35'</td>
<td></td>
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<tr>
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<td>Bronze Loquat or Weeping Bottle Brush</td>
<td>15 Gallon</td>
<td>405+98</td>
<td>18'</td>
<td></td>
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<tr>
<td>59</td>
<td>Bronze Loquat or Weeping Bottle Brush</td>
<td>15 Gallon</td>
<td>800+30</td>
<td>14'</td>
<td></td>
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<tr>
<td>60</td>
<td>Bronze Loquat or Weeping Bottle Brush</td>
<td>15 Gallon</td>
<td>608+53</td>
<td>16'</td>
<td></td>
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<tr>
<td>64</td>
<td>King Palm</td>
<td>15 Gallon</td>
<td>305+20</td>
<td>18'</td>
<td></td>
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<td>66</td>
<td>Bronze Loquat or Weeping Bottle Brush</td>
<td>15 Gallon</td>
<td>508+94</td>
<td>20'</td>
<td></td>
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<tr>
<td>67</td>
<td>Bronze Loquat or Weeping Bottle Brush</td>
<td>15 Gallon</td>
<td>508+34</td>
<td>20'</td>
<td></td>
</tr>
<tr>
<td>68</td>
<td>Bronze Loquat or Weeping Bottle Brush</td>
<td>15 Gallon</td>
<td>508+00</td>
<td>20'</td>
<td></td>
</tr>
</tbody>
</table>
Add to section 20-4.01A:
Contractor shall warrant plant establishment for trees and bio-retention plants for a period of one year upon completion of the work.

Replace section 20-4.03G with:
Water plants with water truck. Water trees with water truck and water bags secured around the tree trunk.

Replace section 20-4.04 with:
Lump sum price paid for plant establishment work in conformance with Section 20-4.

Add to section 20-5.03E(2)(b):
Fir bark, screened to achieve 1” – 3” particle size.

Add to section 20-5.03E(3):
Before performing mulch work, remove plants, weeds, and underground root systems. Protect existing trees in place.
Grade subgrade to provide ½ inch differential between final top of mulch layer and adjacent curbs, driveways, and sidewalks.
Do not use soil sterilant or filter fabric.
Spread mulch uniformly to the adjacent edges of paving, edging, curbs, sidewalks, walls, and existing plantings at a uniform depth of 2 to 3 inches in landscape locations as shown on the plans.

Replace section 20-5.03E(4) with:
The payment for mulch is included with plant trees and relocated trees, and includes removal and grading of landscape areas for final mulch placement.
Replace section 20-10.03D with:

The payment quantity for relocated trees includes all trees, excavation and backfill, bark mulch, fertilizers, amendments, plant establishment and all other planting materials required to furnish and construct landscaping complete and in place.

Replace section 20-5.04 with:

20-5.04 BIORETENTION

20-5.04A General

20-5.04A(1) Summary

This work includes furnishing, and placing imported soil in bioretention swale.

20-5.04A(2) Submittals

Compost

Before mixing compost with sand and topsoil, submit:

1. A Certificate of Compliance from the compost supplier.
2. A copy of the compost producer's compost technical data sheet. The compost technical data sheet must include:
   2.1. Laboratory analytical test results
   2.2. List of product ingredients
3. A copy of the compost producer's Seal of Testing Assurance certification.

Imported Soil

Imported soil for bioretention swales must be accompanied by a Certificate of Compliance, from the soil supplier.

Quality Control and Assurance

Saturated hydraulic conductivity for imported soil for bioretention must be at least 5 inches per hour.

20-5.04B Materials

20-5.04B(1) General

Imported soil consists of a uniform mixture of sand, compost, and topsoil. The ratio of the components of imported soil by volume must consist of two-parts sand; one-part compost; 0.5-part topsoil.

20-5.04B(2) Sand

Sand must be free of wood, waste, coating such as clay, stone dust, carbonate, or any other deleterious material.

All aggregate passing No. 200 sieve size must be non-plastic. Sand must be graded within the following limits:
Grain size analysis results of the sand component must be performed in accordance with ASTM D 422, Standard Test Method for Particle Size Analysis of Soils.

### 20-5.04B(3) Compost

The compost producer must be fully permitted as specified under the California Integrated Waste Management Board, Local Enforcement Agencies and any other State and Local Agencies that regulate solid waste facilities. If exempt from State permitting requirements, the composting facility must certify that it follows guidelines and procedures for production of compost meeting the environmental health standards of Title 14, California Code of Regulations, Division 7, Chapter 3.1, Article 7.

The compost producer must be a participant in the United States Composting Council's Seal of Testing Assurance program.

Compost may be derived from any single or mixture of any of the following feedstock materials:

- Green material consisting of chipped, shredded, or ground vegetation; or clean processed recycled wood products
- Biosolids
- Manure
- Mixed food waste

Compost feedstock materials such as weed seeds, pathogens and deleterious materials are reduced as specified under Title 14, California Code of Regulations, Division 7, Chapter 3.1, Article 7, Section 17868.3.

Compost must not be derived from mixed municipal solid waste and must be reasonably free of visible contaminants. Compost must not contain paint, petroleum products, pesticides or any other chemical residues harmful to animal life or plant growth. Compost must not possess objectionable odors.
Metal concentrations in compost must not exceed the maximum metal concentrations listed in Title 14, California Code of Regulations, Division 7, Chapter 3.1, Section 17868.2.

Compost must comply with the following:

<table>
<thead>
<tr>
<th>Property</th>
<th>Test Method</th>
<th>Requirement</th>
</tr>
</thead>
</table>
| pH | TMECC 04.11-A  
Elastometric pH 1:5 Slurry Method  
pH Units | 6.5–8.0 |
| Soluble Salts | TMECC 04.10-A  
Electrical Conductivity 1:5 Slurry Method  
dS/m (mumhos/cm) | 0–6.0 |
| Moisture Content | TMECC 03.09-A  
Total Solids & Moisture at 70+/- 5 °C  
% Wet Weight Basis | 30–60 |
| Organic Matter Content | TMECC 05.07-A  
Loss-On-Ignition Organic Matter Method (LOI)  
% Dry Weight Basis | 35–75 |
| Maturity | TMECC 05.05-A  
Germination and Vigor  
Seed Emergence  
Seedling Vigor  
% Relative to Positive Control | 80 or Above  
80 or Above |
| Stability | TMECC 05.08-B  
Carbon Dioxide Evolution Rate  
mg CO₂/g OM per day | 8 or below |
| Particle Size | TMECC 02.02-B  
Sample Sieving for Aggregate Size Classification  
% Dry Weight Basis | Inches  
3  100%  
1/2  0–95%  
1/4  0–75%  
Max. Length 4 inches |
| Pathogen | TMECC 07.01-B  
Fecal Coliform Bacteria  
< 1000 MPN/gram dry wt. | Pass |
| Pathogen | TMECC 07.01-B  
Salmonella  
< 3 MPN/4 grams dry wt. | Pass |
| Physical Contaminants | TMECC 02.02-C  
Man Made Inert Removal and Classification: Plastic, Glass and Metal  
% > 4mm fraction | Combined Total:  
< 1.0 |
| Physical Contaminants | TMECC 02.02-C  
Man Made Inert Removal and Classification: Sharps (Sewing needles, straight pins and hypodermic needles)  
% > 4mm fraction | None Detected |

**NOTE: TMECC refers to "Test Methods for the Examination of Composting and Compost," published by the United States Department of Agriculture and the United States Compost Council (USCC).**

20-5.04B(4) Topsoil

Topsoil must be free of wood, waste or other deleterious material. The topsoil texture must be loamy. Overall dry weight percentages must be 60 to 90 percent sand, with less than 20 percent passing the No. 200 sieve, less than 5 percent clay, and no gravel.

20-5.04B(5) Plants
California Meadow Sedge, *Carex pansa*, or other City-approved equal, using plugs spaced 12 inches on-center in triangularly planted rows.

**20-5.04C Construction**


Place imported soil in lifts 8 to 12 inches thick. Do not compact lifts.

**20-5.04D Payment**

The payment quantity for bioretention section and plants is measured by the square foot.

Replace section 20-5.06 with:

**20-5.06 BIO-FILTRATION UNIT**

**20-5.06A General**

**20-5.06A(1) Summary**

This work includes furnishing and installation of the Filterra® Bioretention System FTIBC0404 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.

Contractor must 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.

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.

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

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.

**20-5.06A(2) Reference Specifications**

2. ASTM C858: Standard Specification of Underground Precast Concrete Utility Structures

**20-5.06A(3) Submittals**
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. Manufacturer or authorized supplier shall submit installation instructions to the contractor.
2. Manufacturer or authorized supplier shall submit Operations and Maintenance Manual to the contractor.
3. Before installation of the bioretention system, Contractor shall obtain the written approval of the Engineer of Record for the system drawings.

Product substitutions must be submitted 5 days prior to project bid date. Submissions for substitutions require review and approval by the Engineer of Record.

20-5.06A(4) Performance

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

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:
   1.1. TSS: 100"/hr
   1.2. Phosphorus: 100"/hr
   1.3. Oil/Grease: 50"/hr
   1.4. 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.

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. 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.

4. The system shall remove a minimum of 34% Total Nitrogen (TN) 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 0.54 mg/L.

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.

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.

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.

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.
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. 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

1. Media particle size distribution and composition shall be verified as per relevant ASTM Standards.
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. Media hydraulic performance shall be verified as per relevant ASTM Standards.
4. Media fertility shall be verified as per a minimum of one published scientific method.

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.

20-5.06B Materials

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

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. 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 bio-filtration unit.
3. PVC Underdrain Piping shall be SDR35 with perforation pattern designed to convey system design flow rate without restriction.
4. Mulch shall be double shredded wood or bark mulch approved for use with the bio-filtration unit.
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.
   a. Approved vegetation:
      i. 15 gallon Bronze Loquat or Weeping Bottlebrush.
6. Dissipation stone shall be 3-6” diameter washed stones or cobbles.

Precast concrete vault shall be provided by manufacturer or authorized supplier according to ASTM C857 and C858.

1. Vault joint sealant shall be Conseat CS-101 or approved equal. Joints shall be sealed with preformed joint sealing compound conforming to ASTM C 990.
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.

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

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.

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.

1. 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. 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.

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

4. 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.

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

20-5.06C Construction

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.

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.

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

Contractor to cast-in-place throat inlet to convey stormwater into bio-filtration unit according to manufacturer’s requirements and specifications.

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.

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.

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.

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

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

20-5.05D Payment

The payment quantity for bio-filtration unit is measured per each unit furnished and installed in conformance with these specifications and the manufacturer’s requirements.

DIVISION IV  SUBBASES AND BASES

26  AGGREGATE BASES

Add to section 26-1.01A:

Class 3 aggregate base is used for the reservoir layer of the pervious asphalt pavement (PAP).

Replace the 2nd paragraph of section 26-1.02A with:

Use ¾-inch maximum aggregate gradation.

29  TREATED PERMEABLE BASES

Add to section 29-2.01A:

ATPB is used for the pavement structure layer of the pervious asphalt pavement (PAP).

Add to section 29-2.02A:

The type of asphalt binder to be mixed with aggregate for ATPB must be PG 64-10.
WMA is not allowed.
The inertial profiler requirements in section 36-3 do not apply.

Add to section 39-2.01C(1):

Clean and seal all pavement cracks prior to placing HMA.
All cold joints, both longitudinal and transverse, shall be heated with a torch immediately prior to paving. Cold joints include previous passes placed more than three hours prior. All cold joints shall be tack coated.
Roller water shall contain a soap type compound to prevent HMA sticking to the rollers.

Replace Reserved in section 39-2.02B(3):
The grade of asphalt binder for Type A HMA must be PG 64-10.

Add to section 39-2.02B(4)(b):

HMA (leveling) is used in some cold planed areas to provide uniform HMA structural pavement sections. The areas should be col planed, then string-lined to determine area and depths of HMA (leveling). The aggregate requirement for HMA (leveling) is 3/8 inch gradation.
The base lift course of HMA is 0.20’ thick, and 3/4 inch gradation.
The final lift course is constructed at the end of the project or when four contiguous street blocks can be paved at one time. Final lift course is 0.15” thick and 1/2 inch gradation.

Add to section 39-2.04A(1):
OGFC or HMA-O is used for the top course of the pervious asphalt pavement (PAP).

Add to section 39-2.04B(3):
For HMA-O, the grade of asphalt binder must be PG 64-10.
DIVISION VIII MISCELLANEOUS CONSTRUCTION
73 CONCRETE CURBS AND SIDEWALK

Replace section 73-1.01:
Section 73-1 includes general specifications for constructing concrete curbs, sidewalks, and their appurtenances, such as gutter depressions, curb outlet drains, stairs, cross-gutters, spandrels and island paving; and curb ramps and driveways.

Steel dowels, reinforcing steel, and welded wire reinforcement must comply with section 52.

Add to section 73-1.03B:
Subgrade compaction must comply with section 19-5.

Replace section 73-1.04 with:
Minor concrete items of work shall be paid per measurements as shown on the bid schedule and per the plans. Payment for various minor concrete items of work includes subgrade preparation (compaction).

The payment quantity for detectable warning surface is determined from dimensions shown. Detectable warning surface is required for the full width of curb ramp or landing and 24 inches perpendicular to path of travel. Payment does not include the area of detectable warning surface trimmed from pre-formed sheets to fit the ramp.

DIVISION IX TRAFFIC CONTROL FACILITIES
82 SIGNS AND MARKERS

Add to section 82-1.01A:
New roadside signs shall be fabricated and furnished to the project in accordance with details shown on the plans, the FHWA Traffic Sign Specifications, Caltrans Traffic Sign Specifications, and these special provisions.

All signs shall be standard size for conventional roads per the latest version of the California Manual of Uniform Traffic Control Devices (CA-MUTCD) unless otherwise specified and shall have minimum 3M high intensity prismatic retroreflective sheeting.

Information on Caltrans Traffic Sign Specifications for California sign codes is available for review at the Caltrans internet site:
http://www.dot.ca.gov/hq/traffops/signtech/signdel/specs.htm

Information on FHWA Traffic Sign Specifications for signs referenced with federal sign codes can be found in the Federal Highway Administration (FHWA) Standard Highway Signs Book which is available for review or purchase at the following Internet website:
http://mutcd.fhwa.dot.gov/ser-pubs.htm
Legend shall include letters, numerals, tildes, bars, arrows, route shields, symbols, logos, borders, artwork, and miscellaneous characters. The style, font, size, and spacing of the legend shall conform to the Standard Alphabets published in the FHWA Standard Highway Signs Book. The legend shall be oriented in the same direction in accordance with the manufacturer’s orientation marks found on the retroreflective sheeting.

There are two custom signs, identified on the plans as CS1 and CS2. They are described as:

**Replace section 82-1.02 with:**

The California Department of Transportation maintains a trade name list of approved prequalified and tested signing and delineation materials and products. Approval of prequalified and tested products and materials shall not preclude the City Engineer from sampling and testing any of the signing and delineation materials or products at any time.

Listing of approved prequalified and tested signing and delineation materials and products cover the following:

1. Temporary pavement markers
2. Striping and pavement marking tape
3. Pavement markers, reflective and non-reflective
4. Flexible Class 1 delineators and channelizers
5. Railing and barriers delineators
6. Sign sheeting and base materials
7. Reflective sheeting for barricades
8. Reflective sheeting for channelizers
9. Reflective sheeting for markers and delineators
10. Reflective sheeting for traffic cone sleeves
11. Reflective sheeting for barrels and drums

Only materials or products listed on the California Department of Transportation List of Approved Traffic Products must be used in the work.
Add to section 82-3.02B:

Metal sign posts shall be constructed of 12 gage square perforated galvanized tube and conform to the requirements of ASTM designation A653. Metal sign posts shall be S-Square Tube [888.267.6463; www.s-squartube.com], Unistrut-Telespar [800.882.5543; www.alliedtube.com], or Engineer approved equal. Post assemblies shall conform to the minimum requirements of the project plans and shall have an acceptance letter issued by the FHWA for use as a sign support on the National Highway System.

Details shown on the project plans shall be taken as project minimums and shall be adjusted by Contractor supplied shop submittal to conform to the as-approved configuration identified within the applicable FHWA acceptance letter.

Post, anchor and sleeves shall be of square, perforated, welded steel tubing with full length perforation 1” on center. These standards shall replace all 4 x 4 posts, U-channel, galvanized, or any other post that does not confirm to these standards. All posts removed must be replaced with the above-mentioned standard post anchor and sleeve.

Sign posts to be 2” x 2” fully galvanized square, fully perforated 12-gauge steel.

Anchors to be 2-1/4” x 2-1/4” x 30” fully galvanized square, fully perforated 12-gauge steel.

Sleeves to be 2-1/2” x 2-1/2” x 18” fully galvanized square, fully perforated 12-gauge steel.

Anchor and sleeve to be imbedded with no more than 4 holes exposed and no less than 2 holes exposed.

If anchor and sleeve is placed in concrete sidewalk, Contractor shall use a 4” PVC as a buffer between concrete and sign hardware.

Bolts for attaching post to anchor sleeve shall be provided and installed in accordance with the manufacturer’s recommended torque.

Posts constructed in existing sidewalk shall have the existing sidewalk removed and replaced by 12 inch or larger diameter coring or by removal to the next adjacent score mark.

Posts constructed in new sidewalk shall include a 12-inch minimum square block out of the sidewalk to accommodate sign post construction.

Concrete for post anchors shall be minor concrete conforming to these special provisions.

Signs mounted on utility poles or light standards shall be 7’ minimum height so as not to cover standard I.D. tag.
Sign panel fastening hardware shall conform to the following:

Frame assemblies for multiple sign installations shall be fabricated of structural steel conforming to the requirements in ASTM Designation: A 36/A 36M, or of aluminum alloy as shown on the plans. Frames fabricated of structural steel shall be hot-dip galvanized after fabrication.

Back braces for signs shall be commercial quality, mild steel, hot-dip galvanized after fabrication.

Straps and saddle brackets for mounting sign panels on electroliers, sign structure posts and traffic signal standards or where shown on the plans shall be stainless steel conforming to the requirements in ASTM Designation: A 167, Type 302 or 304. Theft-proof bolts shown on the plans shall be stainless steel with a chromium content of at least 16 percent and a nickel content of at least 8 percent.

Lag screws, bolts (except theft-proof bolts), metal washers and nuts shall be commercial quality steel, hot-dip galvanized after fabrication. Fiber washers shall be of commercial quality.

Add to section 82-3.03B:

The Engineer will inspect signs for damage and defects before and after installation.

83 RAILINGS AND BARRIERS

Add to section 83-2.08A:

Tubular handrailing is used on the stairs on Pine Avenue per SSPWC Greenbook Standard Plan 606-2.

Welding, materials and steel galvanizing must comply with section 75-1.

Bike rack shall be Goleta Custom Logo Hoop Bike Rack (Model No. GA-HP-FT-PC) by Dero, or equal, powder-coated flat-black.

Example:
Add to section 83-2.08A:
The payment quantity for tubular handrailings is the length of railing fabricated and installed, not weight of railing metal.
The payment quantity for bike rack per each bike rack fabricated, finished and installed.

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84 TRAFFIC STRIPES AND PAVEMENT MARKINGS

Replace section 84-2.01A Summary with:
Section 84-2 includes specifications for applying painted stripes, pavement markings, and painted curb.

Add to section 84-2.01B:
painted curb: A solid painted curb, island or raised median nose located in the line of traffic flow where the curb serves to channel traffic to the right of the obstruction or delineate the raised sidewalk, median or island approach.
Red curb paint color shall be Pantone 187 (RGB 166, 25, 46), or as approved by Engineer.
Add to section 84-2.01C Submittals


Add to section 84-2.03A:

Contractor is 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 feet apart on curves nor more than 24 feet apart on straight segments.

Temporary tab markers shall be the same color as the traffic stripe that they are replacing, shall measure 2 inches tall by 3-1/2 inches 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.

Add to section 84-2.03C(3)(a):
Paint for street traffic striping and pavement markings shall be a minimum of three (3) applications. Pavement markings and striping shall consist of the following:

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

Excess beads shall be swept or vacuumed from street surface and removal shall be approved by the project inspector.

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.

For painted curb, apply paint in two or three coats (per above) by brush, roller or spray. The 1st coat of paint must be dry before applying the 2nd coat

**Add to section 84-2.04:**

The measurement per foot for traffic stripe and painted curb, and per square foot for pavement marking includes three applications for a total of 8 complete coats of painted stripe or marking.

The payment quantity for painted curb is the length measured along the face of curb.
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APPENDIX I

Sample Notifications

- 2-Week Advance “Here We Come” Sample
- 72-hour or more Advance Notice Door Hanger Sample
City of Goleta

Here We Come Notice

Businesses, Owners, Residents, & Schools

The City is pleased to inform you that during the next couple of months, Contractor Name, in conjunction with the City of Goleta, will be performing various sidewalk, curb, gutter, repaving, and tree installation work in your neighborhood as part of the City’s Old Town Sidewalk Improvements Project.

We apologize for any inconvenience this may cause and ask for your patience and cooperation so that we may complete this work as soon as possible.

The work will generally be performed between the hours of 7:30 a.m. and 5:00 p.m. However, there are work hour restrictions in some instances (i.e., vicinity of schools). Local access will be maintained during most of the work. Construction for the entire project is anticipated to take approximately 9 months, with work on each block approximately 35 working days.

Work will be occurring on the block of __________ Avenue/Street between __________ Avenue and __________ Avenue beginning approximately on __________, 2020. Construction on your block is anticipated to take approximately 35 days. We will provide another advance notification a minimum of 72-hours or more. The second notification will also include necessary parking restrictions which will be posted a minimum of 72-hours in advance of the work.

Thank you for your cooperation.

If you have any questions or require additional information, please contact the following:

Contractor Contact: ________________________________
Contractor Company Name: _________________________
Contractor Local (805) phone number: _________________

IMPROVEMENTS FUNDED IN PART BY CALIFORNIA ACTIVE TRANSPORTATION PROGRAM (ATP) GRANT
The City is pleased to inform you that during the next month, Contractor Name, in conjunction with the City of Goleta, will be performing various sidewalk, curb, gutter, repaving, and tree installation work on your block as part of the City’s Old Town Sidewalk Improvements Project.

The work will be occurring on the block of __________ Avenue/Street between __________ Avenue and __________ Avenue beginning approximately on ________ __, 2020. Construction on your block is anticipated to take approximately 35 days.

We apologize for any inconvenience this may cause and ask for your patience and cooperation so that we may complete this work as soon as possible.

The work will generally be performed between the hours of 7:30 a.m. and 5:00 p.m. However, there are work hour restrictions in some instances (i.e., vicinity of schools). Local access will be maintained during most of the work.

Some or all of the following repair work will be performed on your street:

1. Remove and replace…
2. Install…

If you have any questions or require additional information, please contact the following:

Contractor Contact: ________________________________
Contractor Company Name: __________________________
Contractor Local (805) phone number: __________________

IMPROVEMENTS FUNDED IN PART BY CALIFORNIA ACTIVE TRANSPORTATION PROGRAM (ATP) GRANT
ENGLISH AND SPANISH TRANSLATIONS
APPENDIX II

Table of Temporary Construction Easements
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<table>
<thead>
<tr>
<th>APN</th>
<th>Site Address</th>
<th>Owner Name</th>
<th>Owner-Signed TCE Rec'd</th>
<th>Plan Changes</th>
</tr>
</thead>
<tbody>
<tr>
<td>071-061-022</td>
<td>100 Nectarine Avenue</td>
<td>Victoriano and Amelia Romo</td>
<td>06/03/19</td>
<td>If fence not relocated by owner, salvage for owner.</td>
</tr>
<tr>
<td>071-052-001</td>
<td>102 Orange Avenue</td>
<td>Jessica Marianne Altstatt</td>
<td></td>
<td></td>
</tr>
<tr>
<td>071-051-023</td>
<td>102 South Fairview Avenue</td>
<td>Jose Gil, Jr. and Sanjua Gil, Trustees Jose Gill, Jr. &amp; Sanjua Family Trust</td>
<td>06/03/19</td>
<td>None</td>
</tr>
<tr>
<td>071-053-006</td>
<td>105 Nectarine Avenue</td>
<td>Jose Luis and Antonia Diaz</td>
<td></td>
<td>No sidewalk. Just paving.</td>
</tr>
<tr>
<td>071-061-003</td>
<td>105 Tecolote Avenue</td>
<td>Victor O. and Tania E. Pacheco</td>
<td>06/24/19</td>
<td>None</td>
</tr>
<tr>
<td>071-053-007</td>
<td>109 Nectarine Avenue</td>
<td>Luciano Garcia and Yolanda Velazquez</td>
<td>05/28/19</td>
<td>None</td>
</tr>
<tr>
<td>071-061-021</td>
<td>110 Nectarine Avenue</td>
<td>Steven Holmes and Shannon Obringer Cody Jackson</td>
<td></td>
<td></td>
</tr>
<tr>
<td>071-052-020</td>
<td>112 Orange Avenue</td>
<td>Mary Shinobu Hide</td>
<td>09/16/19</td>
<td>contractor to confirm that drainage down driveway of 112 to street is not worsened</td>
</tr>
<tr>
<td>071-061-004</td>
<td>115 Tecolote Avenue</td>
<td>Richard and Bruce Barbezat, Owners</td>
<td>06/20/19</td>
<td></td>
</tr>
<tr>
<td>071-061-005</td>
<td>121 Tecolote Avenue</td>
<td>Rodney D. Utt Christa, Utt Properties</td>
<td>05/20/19</td>
<td>None</td>
</tr>
<tr>
<td>071-052-019</td>
<td>124 Orange Avenue</td>
<td>Mary Shinobu Hide</td>
<td>09/16/19</td>
<td>contractor to confirm that drainage down driveway of 112 to street is not worsened</td>
</tr>
<tr>
<td>071-021-003</td>
<td>13 Magnolia Avenue</td>
<td>Joseph G. Antonucci</td>
<td>05/21/19</td>
<td>None</td>
</tr>
<tr>
<td>071-061-020</td>
<td>130 Nectarine Avenue</td>
<td>Arturo and Imelda Perez</td>
<td>08/05/19</td>
<td></td>
</tr>
<tr>
<td>071-033-006</td>
<td>131 Tecolote</td>
<td>Dario L. Pini</td>
<td>06/06/19</td>
<td></td>
</tr>
<tr>
<td>071-061-019</td>
<td>136 Nectarine Avenue</td>
<td>Dario L. Pini, Trustee Tia Roosenthal (Dario assistant)</td>
<td>06/06/19</td>
<td>None</td>
</tr>
<tr>
<td>APN</td>
<td>Site Address</td>
<td>Owner Name</td>
<td>Owner-Signed TCE Rec’d</td>
<td>Plan Changes</td>
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</tr>
<tr>
<td>071-052-018</td>
<td>136 Orange Avenue</td>
<td>Manuel and Margarita Chacon</td>
<td>08/29/19</td>
<td>Limit amount of driveway blocks that will be disturbed. Replace under walk drain on north side.</td>
</tr>
<tr>
<td>071-053-009</td>
<td>141 Nectarine Avenue</td>
<td>Seanect LLC (Lisa Renga, representative)</td>
<td>approx 05/28/19</td>
<td>Owner wants the City to pave to the existing pavement line (not stop at City ROW) if it will. She also wants the City to re-stripe the parking (she understands that no numbers will be allowed) if the City will do so.</td>
</tr>
<tr>
<td>071-061-007</td>
<td>141 Tecolote Avenue</td>
<td>Christopher J. and Dana L. Costello</td>
<td>06/03/19</td>
<td></td>
</tr>
<tr>
<td>071-052-016, 017</td>
<td>150 Orange Avenue</td>
<td>Sonja Tone (Owner)</td>
<td>5/18/2019</td>
<td></td>
</tr>
<tr>
<td>071-061-015, 071-061-016</td>
<td>160 Nectarine, 170 Nectarine Avenue</td>
<td>Luis G. and Simona O. Manriquez</td>
<td>160 gets sidewalk infill and conform. 170 Not touched. There may be a backflow device on 150 at corner with 160 that should be protected in place.</td>
<td></td>
</tr>
<tr>
<td>071-053-010</td>
<td>171 Nectarine Avenue</td>
<td>1716Sp LLC</td>
<td>05/22/19</td>
<td>None</td>
</tr>
<tr>
<td>071-052-015</td>
<td>172 Orange Avenue</td>
<td>John R. and Peggy J. Nelson</td>
<td>05/23/19</td>
<td>Sawcut and remove one foot of concrete on private property along front for landscape area. Sawcut to farthest joint in driveway and replace as much as possible that City will allow.</td>
</tr>
<tr>
<td></td>
<td>22 Magnolia Avenue</td>
<td>Gardner Management, Property Manager</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Kelly Kurens Reg. VP</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Melora Scharf</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Brenda Linan</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Community Manager</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Oasis Apartments</td>
<td></td>
<td></td>
</tr>
<tr>
<td>071-021-004</td>
<td>23 Magnolia Avenue</td>
<td>23 Magnolia Ave LLC</td>
<td>09/03/19</td>
<td></td>
</tr>
<tr>
<td>APN</td>
<td>Site Address</td>
<td>Owner Name</td>
<td>Owner-Signed TCE Rec'd</td>
<td>Plan Changes</td>
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<td>-------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>071-021-005</td>
<td>25 Magnolia Avenue</td>
<td>Yvonne L. Worley, Trustee</td>
<td>07/22/19</td>
<td></td>
</tr>
<tr>
<td>071-021-006</td>
<td>27 Magnolia Avenue</td>
<td>James F. and Esperanza Flores</td>
<td>6/5/2019 by City</td>
<td>There is just gravel for parking area and concrete driveway that is on City ROW – will the project add pavement for the parking area within the City’s ROW and will it saw cut the concrete driveway at the ROW line and replace with asphalt? Answer by City: Yes.</td>
</tr>
<tr>
<td>071-021-023</td>
<td>30 Orange Avenue</td>
<td>Nathan and Kristen Harmony</td>
<td>05/22/19</td>
<td>12' wide driveway plus wings.</td>
</tr>
<tr>
<td>071-021-007</td>
<td>35 Magnolia Avenue</td>
<td>Brooke R. Bulkley</td>
<td>06/05/19</td>
<td>None</td>
</tr>
<tr>
<td>071-032-024</td>
<td>36 Nectarine Avenue</td>
<td>Astolfo and Celeste Aida Munoz</td>
<td>09/06/19</td>
<td>Site meeting 8/27/19.</td>
</tr>
<tr>
<td>071-021-025</td>
<td>38 Nectarine Avenue</td>
<td>Ray Lopez, Sr.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>071-021-020</td>
<td>46 Orange Avenue</td>
<td>Gonzalo and Emma Cruz</td>
<td>07/31/19</td>
<td></td>
</tr>
<tr>
<td>071-021-041</td>
<td>48, 50, 54, 58, 60 South Fairview Avenue</td>
<td>Christopher P. Madsen, Trustee</td>
<td>09/06/19</td>
<td>Site meeting 8/27/19.</td>
</tr>
<tr>
<td>071-032-026</td>
<td>50 Nectarine Avenue</td>
<td>Josefina Juana Moran</td>
<td>05/20/19</td>
<td></td>
</tr>
<tr>
<td></td>
<td>520 Pine Avenue (University Mobile Home Park)</td>
<td>Kim Schneider, Manager</td>
<td>9/18/19</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sharon Rose, Self-declared HOA president</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Boehm Lawrence</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Matt Labrie, Linx Property management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>071-021-008</td>
<td>55 Magnolia Avenue</td>
<td>Frank J. and Judy G. Herold</td>
<td>08/08/19</td>
<td></td>
</tr>
<tr>
<td>APN</td>
<td>Site Address</td>
<td>Owner Name</td>
<td>Owner-Signed TCE Rec'd</td>
<td>Plan Changes</td>
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</tr>
<tr>
<td>071-022-007</td>
<td>55 Nectarine Ave</td>
<td>Shau and Shew Hon Chan (&quot;John&quot; Chan)</td>
<td>05/20/19</td>
<td>Email from CAS to owner 4/16/19: &quot;The City’s design engineer confirmed to me that this project will pave only the street but, You may reinstall your parking curbs on your property but not on the City’s land only and no numbers or signs re tenant parking only.</td>
</tr>
<tr>
<td>071-021-019</td>
<td>56 Orange Ave</td>
<td>Maria De La Luz Castellanos, Trustee Gus Castellanos, Agent ?</td>
<td>09/06/19</td>
<td>12' wide driveway. Replace in kind two under sidewalk drains.</td>
</tr>
<tr>
<td>071-081-001</td>
<td>5701 Gato Ave</td>
<td>Catherine E. Bednar (Kitty)</td>
<td></td>
<td>Do not replace back yard drive cut per City General Plan.</td>
</tr>
<tr>
<td>071-062-011</td>
<td>5704 Gato Ave</td>
<td>Robert (Spike) H. and Bonnie Jean Moore</td>
<td>09/13/19</td>
<td>Do not replace 2nd drive cut per City General Plan.</td>
</tr>
<tr>
<td>071-062-012</td>
<td>5722 Gato Ave</td>
<td>Robert (Spike) H. and Bonnie Jean Moore</td>
<td></td>
<td></td>
</tr>
<tr>
<td>071-033-007</td>
<td>5721 Armitos Ave</td>
<td>Nancy J. Stronach, Trustee</td>
<td>05/22/19</td>
<td>Owner wants contractor to demo all posts in ROW. Owner will probably salvage the chain link but posts are old oil field posts and very difficult to remove.</td>
</tr>
<tr>
<td>071-033-012</td>
<td>5728 Aguila Ave</td>
<td>Marjorie L. Wilser, Trustee</td>
<td>08/29/19</td>
<td>Protect MBX in place.</td>
</tr>
<tr>
<td>071-033-006</td>
<td>5729 Armitos Ave</td>
<td>Angel and Francisca Lopez - Spanish only</td>
<td>06/12/19</td>
<td>Keep right side driveway. (Western driveway.)</td>
</tr>
<tr>
<td>071-033-013</td>
<td>5730 Aguila Ave</td>
<td>Juan and Maria Hernandez Paul J. and Silvia L. Davis</td>
<td></td>
<td></td>
</tr>
<tr>
<td>071-032-016</td>
<td>5730 Armitos Ave</td>
<td>William K. and Doris M. Kelley</td>
<td>05/22/19</td>
<td>None</td>
</tr>
<tr>
<td>071-062-013</td>
<td>5730 Gato Ave</td>
<td>David J. Anderson, Trustee</td>
<td>05/28/19</td>
<td>None</td>
</tr>
<tr>
<td>071-062-015</td>
<td>5736 Gato Ave</td>
<td>Francisco and Hilda Gama</td>
<td>09/30/19</td>
<td></td>
</tr>
<tr>
<td>APN</td>
<td>Site Address</td>
<td>Owner Name</td>
<td>Owner-Signed TCE Rec’d</td>
<td>Plan Changes</td>
</tr>
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<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>071-033-005</td>
<td>5737 Armitos Avenue</td>
<td>Aaron J. Roessler and Christina S. Mavaro</td>
<td>08/05/19</td>
<td>Fence looks very close to ROW line. Owner will trim so construction surveyor can tell if fence is over the line. Owner wants outside of right side driveway wing to line up with property line.</td>
</tr>
<tr>
<td>071-062-014</td>
<td>5738 Gato Avenue</td>
<td>Janetta J. Gonzales, Trustee</td>
<td>07/24/19</td>
<td>Make sure driveway drains to street and street water does not flow up the driveway.</td>
</tr>
<tr>
<td>071-033-014</td>
<td>5740 Aguila Avenue</td>
<td>Luis F. and Adela H. Lule</td>
<td>10/02/19</td>
<td></td>
</tr>
<tr>
<td>071-062-005</td>
<td>5743 Aguila Avenue</td>
<td>Timothy F. Cuellar</td>
<td>05/18/19</td>
<td>None</td>
</tr>
<tr>
<td>071-033-015</td>
<td>5744 Aguila Avenue</td>
<td>Claudia and BeAnne Dato</td>
<td>05/23/19</td>
<td>contractor may be salvage fence (not resolved yet). If project warranted, owner wants back of walk curb.</td>
</tr>
<tr>
<td>071-033-004</td>
<td>5747 Armitos Avenue</td>
<td>Robert H. and Bonnie Jean Moore</td>
<td>08/05/19</td>
<td></td>
</tr>
<tr>
<td>071-033-016</td>
<td>5754 Aguila Avenue</td>
<td>Diana Fornas, Trustee</td>
<td>08/06/19 by email</td>
<td></td>
</tr>
<tr>
<td>071-033-003</td>
<td>5755 Armitos Avenue</td>
<td>Ramon and Maria G. Martinez</td>
<td>09/30/19</td>
<td>3 existing under walkway drains. Only reinstall two west of driveway.</td>
</tr>
<tr>
<td>071-033-002</td>
<td>5757 Armitos Avenue</td>
<td>Laura A. Arnold</td>
<td>09/04/19</td>
<td></td>
</tr>
<tr>
<td>071-062-016</td>
<td>5760 Gato Avenue</td>
<td>Alan and Maria Cunningham Trust</td>
<td>05/29/19</td>
<td>Under-sidewalk drain at 5760 Gato. Contractor to replace it in kind.</td>
</tr>
<tr>
<td>071-033-017,018</td>
<td>5762 Aguila Avenue 70 Tecolote 72 Tecolote 74 Tecolote Avenue</td>
<td>Laxman Perera Roxanne F. Lechuga Colleen S. Taylor</td>
<td>05/20/19</td>
<td></td>
</tr>
<tr>
<td>071-062-017</td>
<td>5762 Gato Avenue</td>
<td>Bernardino S. and Carmen Castrejon</td>
<td>10/02/19</td>
<td></td>
</tr>
<tr>
<td>071-062-001</td>
<td>5765 Aguila Avenue</td>
<td>Mario Escamilla, Trustee Escamilla</td>
<td>06/05/19</td>
<td>None</td>
</tr>
<tr>
<td>071-032-020</td>
<td>5768 Armitos Avenue</td>
<td>Rodolfo Pacheco Sierra and Tomasa Pacheco</td>
<td>06/13/19</td>
<td>None</td>
</tr>
<tr>
<td>APN</td>
<td>Site Address</td>
<td>Owner Name</td>
<td>Owner-Signed TCE Rec'd</td>
<td>Plan Changes</td>
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</tr>
<tr>
<td>071-063-015</td>
<td>5769 Gato Avenue</td>
<td>Susan Pierce, Trustee</td>
<td>05/28/19</td>
<td></td>
</tr>
<tr>
<td>071-063-015</td>
<td>5769 Gato Avenue</td>
<td>Wolf Trust</td>
<td>05/28/19</td>
<td></td>
</tr>
<tr>
<td>071-062-018</td>
<td>5770 Gato Avenue</td>
<td>Mauricio V. Garces, Jr., Trustee Garces Mauricio V Jr</td>
<td>05/28/19</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Revocable Trust</td>
<td></td>
<td></td>
</tr>
<tr>
<td>071-022-013</td>
<td>5810 Mandarin Drive</td>
<td>Ronald Noe, Trustee</td>
<td>05/22/19</td>
<td>None</td>
</tr>
<tr>
<td>071-022-014</td>
<td>5812 Mandarin Drive</td>
<td>Inocencio and Angeles Godinez</td>
<td>06/03/19</td>
<td>None</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5815 Mandarin Drive</td>
<td>William E. and Danielle Griffith</td>
<td>07/10/19</td>
<td></td>
</tr>
<tr>
<td>071-053-001</td>
<td>5835 Mandarin Drive</td>
<td>Jones Organization. Sally Jones, Owner. Allen Jones (Son)</td>
<td>05/23/19</td>
<td>None</td>
</tr>
<tr>
<td>071-052-002</td>
<td>5859 Mandarin Drive</td>
<td>Richard R. Scott, Trustee</td>
<td>05/23/19</td>
<td>None</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5860 Mandarin Drive</td>
<td>Edward L. Fuller, President HOA</td>
<td>7/22/19 for all condos</td>
<td>Plan sheet changes already noted by Shawn.</td>
</tr>
<tr>
<td>071-021-013</td>
<td>5870 Mandarin Drive</td>
<td>Gayle J. Nagy, Trustee of the Nagy Revocable Trust</td>
<td>06/17/19</td>
<td>None</td>
</tr>
<tr>
<td>071-021-014</td>
<td>5880 Mandarin Drive</td>
<td>Jehu and Abigail Reyna</td>
<td>05/18/19</td>
<td>None</td>
</tr>
<tr>
<td>071-021-015</td>
<td>5888 Mandarin Drive</td>
<td>Andrew Jay Vineyard</td>
<td>05/20/19</td>
<td>Replace 2 strips of concrete where conform needed with solid concrete.</td>
</tr>
<tr>
<td>071-052-014</td>
<td>5890 Hollister Avenue 5892 Hollister Avenue</td>
<td>Guoliang LLC</td>
<td>05/20/19</td>
<td>Per Leo Lee he will lose the wood planter boxes encroaching. He may take plants but whatever is left when contractor arrives should be demo and removed.</td>
</tr>
<tr>
<td>071-052-014</td>
<td>5892 Hollister Avenue</td>
<td>Tenant - Gimeal Café Leo Lee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>071-022-008</td>
<td>59 &amp; 65 Nectarine Avenue</td>
<td>Santa Barbara Community Housing Corp</td>
<td>09/12/19</td>
<td></td>
</tr>
<tr>
<td>APN</td>
<td>Site Address</td>
<td>Owner Name</td>
<td>Owner-Signed TCE Rec'd</td>
<td>Plan Changes</td>
</tr>
<tr>
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</tr>
<tr>
<td>071-021-035</td>
<td>5920 Mandarin Drive</td>
<td>Dario L. Pini</td>
<td>06/06/19</td>
<td>None</td>
</tr>
<tr>
<td>071-021-036</td>
<td>5930 Mandarin Drive</td>
<td>Jesus R. Hernandez</td>
<td>09/05/19</td>
<td></td>
</tr>
<tr>
<td>071-021-051</td>
<td>5940 Mandarin Drive</td>
<td>Dario L. Pini</td>
<td>06/06/19</td>
<td>None</td>
</tr>
<tr>
<td>071-051-026</td>
<td>5960 Hollister Avenue</td>
<td>Ruth Kyes, Trustee 2000 Amend &amp; Restatement Melv</td>
<td>05/20/19</td>
<td>Please note that there are two under-sidewalk drains close to driveway to be replaced.</td>
</tr>
<tr>
<td>071-021-039</td>
<td>5960 Mandarin Drive</td>
<td>Edward Graper</td>
<td>05/20/19</td>
<td></td>
</tr>
<tr>
<td>071-033-001</td>
<td>60 Tecolote Avenue</td>
<td>Cortney and Julia Colbert</td>
<td>09/16/19</td>
<td></td>
</tr>
<tr>
<td>071-032-026</td>
<td>62 Nectarine Avenue</td>
<td>Josefina Juana Moran</td>
<td>08/23/19</td>
<td>Owner wants fence and mailbox salvaged and put in front yard. She will reconstruct after completion of project.</td>
</tr>
<tr>
<td>071-032-027</td>
<td>62 Nectarine Avenue</td>
<td>Josefina Juana Moran</td>
<td>08/23/19</td>
<td></td>
</tr>
<tr>
<td>071-032-033</td>
<td>63 Tecolote Avenue</td>
<td>Deedy Hedrick Meridian Management</td>
<td>08/01/19</td>
<td></td>
</tr>
<tr>
<td>071-032-033</td>
<td>63 Tecolote Avenue</td>
<td>Thomas Glenn Mathews - Registered Agent</td>
<td>08/01/19</td>
<td></td>
</tr>
<tr>
<td>071-021-009</td>
<td>67 Magnolia Avenue</td>
<td>Francisco Javier and Margarita E. Mendez</td>
<td>05/29/19</td>
<td>Cut and cap sewer clean out if on City land.</td>
</tr>
<tr>
<td>071-022-010</td>
<td>67 Nectarine Avenue</td>
<td>Filiberto C. and Bertha Ruiz</td>
<td>08/27/19</td>
<td>Owner does not want the fence salvaged.</td>
</tr>
<tr>
<td>071-032-028</td>
<td>70 Nectarine Avenue</td>
<td>Bernardo and Graciela Lule</td>
<td>08/27/19</td>
<td></td>
</tr>
<tr>
<td></td>
<td>70 Orange</td>
<td>Vin Nguyen</td>
<td>09/23/19</td>
<td></td>
</tr>
<tr>
<td></td>
<td>72 Orange</td>
<td>Dung Vuong (&quot;Joe&quot;)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>071-032-032</td>
<td>71 Tecolote Avenue</td>
<td>John Stephen Velasco</td>
<td>05/20/19</td>
<td>Owner wants fence post and tree removed. Also fence post by the driveway and salvage the mailbox.</td>
</tr>
<tr>
<td>071-033-008</td>
<td>73 Mallard Avenue</td>
<td>Francisca Barrientos Cherry Barrientos</td>
<td>09/19/19</td>
<td>Salvage fence to side yard (73 Mallard) and protect palm trees in place.</td>
</tr>
<tr>
<td>APN</td>
<td>Site Address</td>
<td>Owner Name</td>
<td>Owner-Signed TCE Rec’d</td>
<td>Plan Changes</td>
</tr>
<tr>
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</tr>
<tr>
<td>071-032-031</td>
<td>75 Tecolote Avenue</td>
<td>Frank Xavier Inda</td>
<td></td>
<td>Salvage the wrought iron gate. Put by front door. Keep Magnolia tree and palm tree if possible unless safety concerns.</td>
</tr>
<tr>
<td>071-021-010</td>
<td>77 Magnolia Avenue</td>
<td>Daniel C, Pagenkopf and Virginia Diaz</td>
<td></td>
<td></td>
</tr>
<tr>
<td>071-021-030</td>
<td>77 Orange Avenue</td>
<td>Orlando P. and Erlinda R. Lodevico and Phillip Lodevico</td>
<td>09/05/19</td>
<td></td>
</tr>
<tr>
<td>071-021-017</td>
<td>78 Orange Avenue</td>
<td>Reynaldo P. and Theresa D. Lodevico</td>
<td>10/04/19</td>
<td></td>
</tr>
<tr>
<td>071-021-031</td>
<td>79 Orange Avenue</td>
<td>Rudolf and Rosemarie Mosel</td>
<td>09/12/19</td>
<td>Circular driveway. Keep only driveway on north. (Right side from street.) Move planter boxes to where south driveway.</td>
</tr>
<tr>
<td>071-021-032</td>
<td>85 Orange Avenue</td>
<td>Mario and Sandra Flores</td>
<td>09/26/19</td>
<td>(Client obtained)</td>
</tr>
<tr>
<td>071-021-033</td>
<td>85 Orange Avenue</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>071-021-034</td>
<td>85 Orange Avenue</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>071-032-030</td>
<td>85 Tecolote Avenue</td>
<td>Scott and Cheryl Switzer</td>
<td>05/18/19</td>
<td></td>
</tr>
<tr>
<td>071-032-029</td>
<td>86 Nectarine Avenue</td>
<td>Ruben and Alicia Silva</td>
<td></td>
<td></td>
</tr>
<tr>
<td>071-021-016</td>
<td>92 Orange Avenue</td>
<td>Donald G. and Stephanie L. Jones Tr</td>
<td></td>
<td></td>
</tr>
<tr>
<td>071-061-025</td>
<td>92 Nectarine Avenue</td>
<td>Martin and Luz Maria Cazares</td>
<td>07/25/19</td>
<td></td>
</tr>
<tr>
<td>071-021-040</td>
<td>92 South Fairview Avenue</td>
<td>KDS Fairview LLC</td>
<td>06/03/19</td>
<td>None</td>
</tr>
<tr>
<td>071-061-001</td>
<td>95 Tecolote 93 Tecolote Avenue</td>
<td>Francisco P. and Maria T. (Teresa) Quintero Clara Quintero Johnson (Daughter)</td>
<td></td>
<td>If fence on 93 Tecolote still exists when contractor gets there, salvage it to the front yard along with mail box. Preserve fence and trees on 95 Tecolote. Relocate water pipe on 93 Tecolote back onto property.</td>
</tr>
<tr>
<td>071-061-002</td>
<td>96 Nectarine Avenue</td>
<td>Cruz and Avelina Sarinana</td>
<td>09/23/19</td>
<td></td>
</tr>
<tr>
<td>071-022-012</td>
<td>99 Nectarine Avenue</td>
<td>Mark Langton Gleeson, Deceased ? Wilson P. Gleeson</td>
<td>approx 10/04/19</td>
<td></td>
</tr>
</tbody>
</table>