

CITY OF GOLETA



CONTRACT BIDDING DOCUMENTS SPECIFICATIONS AND STANDARD DRAWINGS

FOR

Ward Drive Class II Bike Lanes Project

By _____
Rosemarie Gaglione,
Public Works Director

Bid Number: 09-16

Bid Opening: **February 9, 2017**

For use with Caltrans Standard Specifications
2010 Edition (including applicable amendments)

As of December, 2016

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CALTRANS STANDARD SPECIFICATIONS, 2010 EDITION (including applicable amendments and Caltrans 2010 Standard Special Provisions, current as of the date of the Notice Inviting Sealed Bids, which are incorporated by reference – not provided).

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SECTION A NOTICE INVITING SEALED BIDS

NOTICE INVITING SEALED BIDS FOR THE Ward Drive Class II Bike Lanes 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. February 9, 2017**, 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 of Goleta 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 widen and restripe Ward Drive for the addition of Class II Bike Lanes including, sawcutting and pavement removal, removal of concrete curb, roadway widening, slurry seal, construction of curb, gutter, and sidewalk, clearing and grubbing, drainage structure modifications, landscape and irrigation system modifications, signing, striping and pavement markings to deliver a finished Class II bike lanes project per the project plans and specifications on Ward Drive within the City of Goleta, CA. The contract period is 45 Working Days.

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

Bids must be prepared on the approved bid forms in conformance with the "Bidding Instructions" and the General Provisions and submitted in a sealed envelope plainly marked on the outside, **"SEALED BID FOR Ward Drive Class II Bike Lanes 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.

Failure to provide proof of the contractor's current registration pursuant to Section 1725.5 of the Labor Code may result in rejection of the bid as non-responsive. Failure to comply with enforcement provisions pursuant to Section 1771.4 of the Labor Code may result in a determination that the bidder is not responsible.

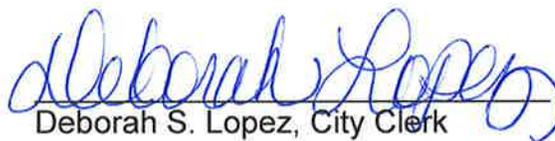
The Contractor Company, including the Responsible Managing Officer (RMO) for the Contractor Company, shall demonstrate a minimum of three (3) years' experience successfully performing projects of substantially similar type, magnitude, and character of the work bid. The CITY reserves the right to reject 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 Teresa Lopes in writing at tlopes@cityofgoleta.org.

CITY OF GOLETA



Deborah S. Lopez, City Clerk

Published:

Santa Barbara News Press: December 21 and December 28, 2016

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 “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.
- 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 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 Bidding Documents.

2. BIDDER'S REPRESENTATIONS. By making its bid, bidder represents that:

- 2.1 Bidder read, understood, and made the bid pursuant to the requirements in the bidding documents.
- 2.2 **Examination of Site and Bidding Documents.** The Bidder, at its sole cost and expense, is required to examine carefully the Bidding Documents and visit the Project site to become fully acquainted with the conditions affecting the Work. Bidders shall visit the site and ascertain the existence of surface, subsurface and other conditions affecting the construction and cost of the work based upon information indicated in the Bidding Documents, Supplemental Project Information and surface indicators including, but not limited to, flags, stakes, painted indicators such as arrows, pedestals, fire hydrants, communications poles and bases, manhole covers and other above ground indicators. The Drawings and specifications contained in these Bidding Documents do not constitute a representation or warranty that any conditions shown therein actually exist. Soil and test hole data, water table elevations and soil analyses shown on the Drawings or included in the Specifications apply only as set out in section 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. Soil test reports for test holes which have been drilled are available for inspection at the office of the Engineer. Additional subsurface exploration may be performed by Bidders or the Contractor at their own expense. The indicated groundwater elevation is that which existed on the date specified in the data. It is the Contractor's responsibility to determine and allow for the groundwater elevation on the date the Work is performed. A difference in groundwater elevation between what is shown in soil boring logs and what is actually encountered during construction will not be considered as a basis for Extra Work. By submitting a Bid, Bidder represents: (1) that Bidder has read and understands the Bidding Documents and has visited the site; (2) the Bid is made in compliance with the Bidding Documents and is based upon the labor, materials, equipment, and systems required by the Bidding Documents; (3) that Bidder understands that all labor, materials, equipment, and systems to be furnished for the Work shall be furnished for the prices bid; (4) that it has visited the Project site, familiarized itself with the local conditions under which the Work is to be performed; (5) that it is fully experienced, qualified and competent to perform the Work set forth in the Contract Documents; (6) that it shall not damage or endanger and shall preserve and protect adjacent properties; (7) that it is properly equipped, organized and financed to perform the Work; (8) that it is properly permitted and licensed by the California Contractors State Licensing Board to perform the Work; (9) that it has familiarized itself with all conditions bearing upon transportation, disposal, handling and storage of materials; (10) that it has familiarized itself with the availability of labor, water, electric power, and roads; (11) that it has familiarized itself with uncertainties of weather, or similar physical conditions

at the Project site; (12) that it has familiarized itself with the character of equipment and facilities needed preliminary to and during performance of the Work; (13) that it 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; (14) that it will coordinate its construction activities with the other contractors performing work on the Project site, if any, including, but not limited to, any Separate Contractor retained by the City; and (15) that the Bidder has checked 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. Should the City allow the Contractor access to certain City property for use as laydown storage area for equipment and materials as part of this specific project, a Right of Entry and License Agreement is required in the form specified in the City Special Provisions. The Special Provisions may have specific details with respect to Contractor laydown / yard storage facilities and will take precedence over any allowable access to any City Property. Public streets will not be used for storage. 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.

- 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 The person executing the bid form is duly authorized and empowered to execute the bid form on bidder's behalf.
- 2.6 Bidder is aware of and, if awarded the contract, will comply with legal requirements in its performance of the Work.
- 2.7 Bidder is aware of and, if identified as the apparent lowest responsible bidder, would be required to pay City business license fee(s).

3. BIDDING DOCUMENTS.

- 3.1 Bidders may obtain complete sets of the bidding documents from the City's Public Works Department for the sum stated in the notice inviting sealed bids.
- 3.2 Bidders will use a complete set of bidding documents in preparing bids.
- 3.3 The City makes copies of the bidding documents available, on the above terms, for the sole purpose of obtaining bids for the Work and does not confer a license or grant permission for any other use of the bidding documents.
- 3.4 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 bidding documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the bid is submitted; will examine the project site, the conditions under which the Work is to be performed, and the local conditions; and will at once report to the City's representative errors, inconsistencies, or ambiguities discovered.
- 4.2 Bidder requests for clarification or interpretation of the bidding documents shall be addressed in writing to the City's representative at least seven (7) calendar days before the bid deadline.
- 4.3 Clarifications, interpretations, corrections, and changes to the bidding documents will only be made by addenda. Purported clarifications, interpretations, corrections, and changes to the bidding documents made in any other manner will not be binding and bidders will not rely upon them.

5. ADDENDA.

- 5.1 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.
- 5.2 Addenda will be posted to the City's website, Construction Bidboard, 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 bidding documents and who have provided a mailing address for receipt of addenda.
- 5.3 Copies of addenda will be made available for inspection at the City's Public Works Department.
- 5.4 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.
- 5.5 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 acknowledge all Addenda may result in a Bid being deemed nonresponsive and not eligible for award of the Contract.

6. 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.

7. SUBCONTRACTORS.

7.1 Each bidder will list in the bid form all first-tier subcontractors that will perform work, labor or render such services in excess of ½ of one percent of the total bid of the total bid or \$10,000, whichever is greater. The following information is required for each subcontractor: (1) work activity; (2) name of subcontractor; (3) city of subcontractor's business location; and (4) California contractor's license number. An inadvertent error in listing the California contractor license number provided 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 may 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.

7.2 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.

8. NOT USED

9. FORM AND STYLE OF BIDS.

9.1. Bids will be submitted on the bid form included with the bidding documents. Bids not submitted on the City's bid form may be rejected. All blanks on the bid form must be filled in legibly in ink or by typewriter.

9.2. Bidder's failure to submit a price for any alternate or unit price may 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 is not allowed to make stipulations on the bid form nor qualify the bid in any manner.

9.5. The bids must 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 must be signed by a person or persons legally authorized to bind bidder to a contract. Bidder's representative must sign and date the declaration of eligibility to contract included in the bid form. Failure to sign and date the declaration may 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 Base Bid Price 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 bidding 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 ninety (90) 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.

- 15.1. The City may retain all bids for a period of ninety (90) days for examination and comparison, and to delete any portion of the Work from the contract.
- 15.2. 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.

- 15.3 If Alternates are called for in the Bid Proposal, the City will determine the low bidder in accordance with Public Contract Code Division II, Part 3, Chapter 1, Section 20103.8, Subdivision (b) and as follows:
 - 15.3.1. The lowest bid shall be the lowest total of the Base Bid prices on the Base Contract Work plus the prices of Alternate Bid Items 1 and 2.
 - 15.3.2. Each Bidder must fill in the prices for all Alternate Bid Items indicated on the Bid Proposal form. If no change in the Base Bid price is required, enter "No Change" in the blank for the price of the Alternate Bid Item. Any Bid that does not include prices for any Alternate Bid Item may result in the Bid being rejected as nonresponsive.
 - 15.3.3. City reserves the right in its sole discretion to select any, all, or none of the Alternate Bid Items at the time of award of the Contract, regardless of whether those Alternate Bid Items were used in the analysis to determine the lowest Bid.

- 15.4 City Staff will identify the apparent lowest responsive and responsible bidder and notify such bidder within thirty (30) 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.
- 15.5 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. This Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.
- 15.6 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

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:

Same _____

Different _____

(Explain on attachment.)

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.

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
Ward Drive Class II Bike Lanes 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 **Ward Drive Class II Bike Lanes 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. If the work is increased or decreased, the contract price will be adjusted accordingly. 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.

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**BID PROPOSAL
FOR
Ward Drive Class II Bike Lanes Project**

Bids will be received before **3:00 P.M., February 9, 2017** 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 kgarcia@cityofgoleta.org.

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

Contract Time: 45 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:
(Bidder must fill in number and date of each
Addendum or may enter the word "none" if
appropriate)

| Number | Dated | Initials |
|--------|-------|----------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

BIDDERS Signature

DATE

Tax I.D. Number

Ward Drive Class II Bike Lanes Project

BIDDING SHEET (Page 1 of 2)

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 Standard Specification as amended by City's General Provisions.

BIDDING SHEET (Page 2 of 2)**BASE BID SCHEDULE**

| ITEM NO | DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL |
|---------|---|------|------|------------|-------|
| 1 | MOBILIZATION | LS | 1 | \$ | \$ |
| 2 | TRAFFIC CONTROL | LS | 1 | \$ | \$ |
| 3 | TEMPORARY WATER POLLUTION CONTROL AND STORMWATER MONITORING | LS | 1 | \$ | \$ |
| 4 | MONUMENT RESEARCH AND REPORT | LS | 1 | \$ | \$ |
| 5 | CONSTRUCT CONCRETE V-GUTTER (3.0' WIDE) | LF | 856 | \$ | \$ |
| 6 | CONSTRUCT CALTRANS TYPE A1-6 CONCRETE CURB | LF | 880 | \$ | \$ |
| 7 | CONSTRUCT CONCRETE CURB AND GUTTER | LF | 322 | \$ | \$ |
| 8 | REMOVE AND REPLACE 8" FULL DEPTH HMA | SF | 4957 | \$ | \$ |
| 9 | PAVEMENT WIDENING 6" HAM / 12" AB | SF | 9538 | \$ | \$ |
| 10 | REMOVE AND REPLACE DRIVEWAY TRANSITION 6" FULL DEPTH HMA | SF | 3700 | \$ | \$ |
| 11 | REGRADE AGGREGATE DRIVEWAY TRANSITION | SF | 231 | \$ | \$ |
| 12 | CONSTRUCT CONCRETE SIDEWALK | SF | 5001 | \$ | \$ |
| 13 | CONSTRUCT CONCRETE DRIVEWAY APPROACH | SF | 136 | \$ | \$ |
| 14 | CONSTRUCT CONCRETE ADA CURB RAMP | SF | 124 | \$ | \$ |
| 15 | RELOCATE SIGN | EA | 10 | \$ | \$ |
| 16 | RELOCATE LANDSCAPE BOULDER | EA | 5 | \$ | \$ |
| 17 | RELOCATE BOLLARDS | EA | 2 | \$ | \$ |
| 18 | REMOVE AND SALVAGE BOULDERS | EA | 7 | \$ | \$ |

| ITEM NO | DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL |
|-----------------------|---|------|---------|------------|-------|
| 19 | REMOVE TREE | EA | 12 | \$ | \$ |
| 20 | MODIFY EXISTING PCC DRAINAGE INLET W/ MANHOLE FRAME AND LID (STA 25+94) | EA | 1 | \$ | \$ |
| 21 | CONSTRUCT BUBBLER AND INFILTRATION BASE (SHT 4) | EA | 1 | \$ | \$ |
| 22 | ADJUST UTILITY WELL TO GRADE | EA | 4 | \$ | \$ |
| 23 | ADJUST SEWER MANHOLE TO GRADE | EA | 1 | \$ | \$ |
| 24 | CALTRANS STRIPING DETAIL 1 (PAINT 3 COAT) | LF | 2553 | \$ | \$ |
| 25 | CALTRANS STRIPING DETAIL 21 (PAINT 3 COAT) | LF | 1256 | \$ | \$ |
| 26 | CALTRANS STRIPING DETAIL 27B (PAINT 3 COATS) | LF | 2743 | \$ | \$ |
| 27 | CALTRANS STRIPING DETAIL 39 (PAINT 3 COATS) | LF | 7768 | \$ | \$ |
| 28 | CALTRANS STRIPING DETAIL 39A (PAINT 3 COATS) | LF | 150 | \$ | \$ |
| 29 | INSTALL CALTRANS BIKE LANE SYMBOL W/ PERSON (PAINT 3 COATS) | EA | 17 | \$ | \$ |
| 30 | INSTALL CALTRANS BIKE LANE ARROW (PAINT 3 COATS) | EA | 17 | \$ | \$ |
| 31 | INSTALL TYPE II SLURRY SEAL | SF | 141,416 | \$ | \$ |
| 32 | PAINT RED CURB | LF | 590 | \$ | \$ |
| | | | | | |
| SUBTOTAL BID | | | | \$ | \$ |
| TOTAL BASE BID | | | | \$ | \$ |

Company Name of Bidder

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.

Equipment/Materials**Supplier**

1. Portland Cement Concrete
2. Class 2 Aggregate Base
3. Detectable Warning Surface
4. Traffic Stripe Paint

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:

| Work to be Performed | Subcontractor License Number | Subcontractor DIR Registration Number (Note1) | Percent of Total Bid | Subcontractor's Name & Address |
|----------------------|------------------------------|---|----------------------|--------------------------------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

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 _____

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)

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**BID BOND
FOR
Ward Drive Class II Bike Lanes 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 _____

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**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 _____, 201_, at _____, California.

Signature: _____

Name: _____

Title: _____

Name of Company: _____

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

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**NON-COLLUSION DECLARATION
FOR
Ward Drive Class II Bike Lanes 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

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CONTRACT
CONSTRUCTION CONTRACT FOR
Ward Drive Class II Bike Lanes Project
BETWEEN THE CITY OF GOLETA AND _____

This Construction Contract for the Ward Drive Class II Bike Lanes Project (“Contract” or “Agreement”) is made and entered into for the above stated project this ___ of _____, 2016, by and between the City of Goleta (“City”) and _____, (“Contractor”).

1. Contract Documents.

1.1 The Contract Documents consist of the following, which are incorporated herein by this reference:

- A. Governmental approvals, including, but not limited to, permits required for the Work;
- B. Any and all Contract Change Orders issued after execution of this Agreement;
- C. This Agreement including the following exhibits:
 - Exhibit 1 – Conformed Index of Project Plans and Project Technical Specifications;
 - Exhibit 2 – Certificates of Insurance and Additional Insured Endorsements for Contractor and its Subcontractors (as approved by City);
 - Exhibit 3 – Milestone Schedule (as approved by City);
 - Exhibit 4 – Contractor’s Bidding Sheet of Work Items and Prices and/or Schedule of Values for Payment and Subcontractor Listing
 - Exhibit 5 – Addenda Nos. _____ inclusive, issued prior to the opening of the Bids
- D. City General and Special Provisions,
- E. Caltrans Standard Specifications, Standard Plans, and Standard Special Provisions – 2015 edition and all modifications thereto in effect at the Bid Deadline, as modified by the City General and Special Provisions;
- F. Reference Specifications
- G. Project Plans, an index of which is attached here to as **Exhibit 1**
- H. City Standard Plans
- K. Project Technical Specifications, an index of which is attached hereto as **Exhibit 1**
- L. The Bidding Documents

The following exhibits are not Contract Documents:

Exhibit 6 – Payment Bond (fully executed)

Exhibit 7 – Performance Bond (fully executed)

1.2. Order of Precedence. In the event of conflict between any of the Contract Documents, see City Special Provisions Section 1.101-A.

2. Work.

For and in consideration of the payments and agreements to be made and performed by City, Contractor agrees to furnish all materials and perform all work required for the Project, and to fulfill all other obligations as set forth in the Contract Documents (“Work”).

3. Contract Amount.

3.1 The City agrees to pay the Contractor a sum not to exceed _____ dollars (\$_____) for the Work in the manner set forth in the Contract Documents. This Contract Price shall be adjusted as set forth in the Contract Documents. The Contract Price is the total aggregate amount of the Contractor’s bid price based on the estimated quantities listed in the Bidding Sheet as set forth in the award of the Contract approved by the City Council. The estimated quantities listed in the Bid Proposal will not govern final payment. The Contractor will receive and accept and the City will pay the Unit Prices and lump sum prices only for actual quantities of installed items constructed in accordance with the Contract Documents specified in the attached Bid Proposal, which is incorporated herein by reference as **Exhibit 4**, as full compensation for the Contractor’s full performance of the Contract including furnishing all labor, materials, and equipment for doing all the work contemplated and embraced in this Agreement. Upon completion of the Work, if the actual installed quantities show either an increase or decrease from the estimated quantities in the Bid, the Contract Unit Prices (including lump sum prices) will prevail except as otherwise specified in Section 9-1.06 of the City Special Provisions and Caltrans Standard Specifications.

3.2 **Risk of Loss on Contractor.** To the extent permitted by law, the Contractor assumes during the progress of the work and before its acceptance, any and all risk of loss or damage: to the work or any part thereof; to adjoining property; to materials or things employed in doing the work, or stored on the site as well as all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City; and assumes any and all expenses incurred by or in consequence of the suspension or discontinuance of work, for well and faithfully completing the work, and the whole thereof, in the manner and to the requirements of the Contract Documents.

4. Contract Time for Performance and Liquidated Damages.

4.1 The Contractor will fully complete the Work within **forty five (45)** working days (the “Contract Time”).

4.2 The Contract Time will commence when the City issues a written notice to proceed. The Contract Documents will supersede any conflicting provisions included on the notice to proceed issued pursuant to this Contract.

- 4.3 The Contractor cannot perform any Work until:
- i. The Contractor furnishes proof of insurance as required by the Contract Documents; and
 - ii. The City issues the Contractor a notice to proceed.
- 4.4 Should the Contractor begin the Work before receiving written authorization to proceed, any such Work is at the Contractor's risk.
- 4.5 **Liquidated Damages.** It is agreed by the parties to the contract that in the case all the work called for under the contract in all parts and requirements is not finished or completed within the number of working days as set forth in these City Special Provisions this Agreement, damage will be sustained by the City, and that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City the sum of One Thousand DOLLARS (\$1000) per day for each and every calendar days delay in finishing the work in excess of the number of working days prescribed above as liquidated and agreed damages; and the Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the City may deduct the amount thereof from any moneys due or that may become due the Contractor under the contract

5. Labor Practices.

- 5.1 Contractor acknowledges that this Contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing the Section 1720) of the California Labor Code relating to public works and public agencies and agrees to be bound by all the provisions thereof as though set forth in full herein. The California prevailing rates of per diem wages are on file in the office of the City Clerk.
- 5.2 Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the City, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the Contract by Contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.
- 5.3 Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on Public Works Department projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by all of its Subcontractors.
- 5.4 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.

- 5.5 In accordance with California Labor Code Sections 1860 and 3700, every contractor is 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 that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of this Contract.
- 5.6 Contractor agrees to comply with the provisions of California Labor Code Section 1776 concerning the creation, retention, and inspection of payroll records, and further agrees to be responsible for compliance with Section 1776 by all of its Subcontractors.

6. Insurance.

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

- A. Minimum Scope of Insurance. Coverage must be at least as broad as:
 - (1) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).
 - (2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.
 - (3) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.
- B. Minimum Limits of Insurance. Contractor must maintain limits of insurance no less than:
 - (1) General Liability: \$4,000,000 general aggregate for bodily injury, personal injury and property damage.
 - (2) Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.

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

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

A. All Policies. Each insurance policy required by this paragraph must be endorsed and state the coverage cannot be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to City.

B. General Liability and Automobile Liability Coverages.

(1) City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor, which Contractor shall maintain for a minimum period of 10 years after Final Completion of the Project; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, or employees.

(2) Contractor's insurance coverage must be primary insurance with respect to City, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Contractor's insurance.

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

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

C. Workers' Compensation and Employer's Liability Coverage. Unless the City Manager otherwise agrees in writing, the insurer must agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Contractor.

6.3 Other Requirements. Contractor agrees to deposit with City, at or before the effective date of this contract, certificates of insurance and endorsements necessary to satisfy City that the insurance provisions of this contract have been complied with. The City

may require that Contractor furnish City with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

- A. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.
- B. The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

6.4 The Contractor shall include in all subcontracts a requirement that Subcontractors of any tier shall obtain and maintain, at a minimum, all insurance required by this Section except that the limits of liability and deductibles shall be in amounts determined by the Contractor, based on the degree of hazardous exposure according to the Work performed by each Subcontractor and the size of each subcontract. The City and its officials, employees, board members, commission members, officers, directors, employees, volunteers, agents, and representatives shall be named as additional insured under each policy.

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

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

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

6.6 Waivers of Subrogation

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

7. Independent Contractor.

Contractor is and at all times remains as to the City, a wholly independent contractor. Neither the City nor any of its agents can have control of the conduct of Contractor or any of the Contractor's employees, except as herein set forth. Contractor cannot 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.

8. Permits and Licenses

Contractor, at its sole expense, must obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates, including a City business license that may be required in connection with the performance of services under this Agreement.

9. Taxes.

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

10. Notices.

All notices and communications shall be sent to the parties at the following address:

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

CONTRACTOR: _____

11. Ownership of Documents.

All documents, data, studies, drawings, maps, models, photographs and reports prepared by the Contractor under the Contract Documents are the City's property. The Contractor may retain copies of such documents and materials as desired, but will deliver all original materials to the City upon the City's written notice.

12. Audit of Records.

The Contractor will maintain full and accurate records with respect to all services and matters covered under this Contract. The City will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. The Contractor will retain such financial and program service records for at least three (3) years after termination or final payment under the Contract Documents.

13. Indemnification.

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 and the City General Provisions. 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. See City General Provisions and Caltrans Standard Specifications Section 7-1.05 for additional detail concerning Contractor's defense and indemnity obligations.

14. Assignment.

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

15. Integration.

This Contract supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this Contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this Contract are void.

16. Authority/Modification.

The parties represent and warrant that all necessary action has been taken by the parties to authorize the undersigned to execute this Contract and to engage in the actions described herein. This Contract may be modified by written amendment.

17. Interpretation.

This Contract was drafted in, will be governed by and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this Contract will be in Santa Barbara County except when a change of venue is required by law.

18. Severability.

If any portion of the Contract Documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Contract will continue in full force and effect.

19. Survival.

Contractor's representations, warranties, guarantees, defense and indemnity obligations insurance obligations, obligations to pay City damages and any other provisions of the Contract Documents that are expressly stated to, or by their nature should, survive the termination or expiration of the Contract shall survive the expiration or termination of the Contract and shall be binding upon Contractor until any action thereunder is barred according to terms in the Contract Documents or by the applicable statute of limitations or statute of repose.

20. Captions.

The captions of the sections of this Contract are for convenience of reference only and will not affect the interpretation of this Contract.

21. Time of Essence.

Time is of the essence for each and every provision of the Contract Documents.

22. Bonds.

In case suit is brought upon Contractor's payment or performance bond by City and judgment is recovered, then said surety shall pay all costs incurred by City in such suit including a reasonable attorneys' fee to be fixed by the court. Contractor and surety agree that neither the payment bond nor the performance bond shall be considered a part of the Contract. Contractor and surety further agree that the payment and performance bonds are separate obligations of the Contractor and its surety, and that any attorneys' fee provision contained in the payment and performance bonds shall not apply to the Contract. In the event there is any litigation between the parties arising from the breach of the Contract, each party will bear its own attorneys' fees in the litigation.

23. No Recovery of Attorneys' Fees by this Contract.

No provisions of the Contract Documents provide either the Contractor or the City the right to be awarded any attorney's fees and/or costs under Civil Code section 1717 in any legal action brought by either party to enforce any provision of the Contract Documents against the other party. The parties agree that any references to attorneys' fees in language describing indemnification obligations do not constitute a contractual provision that would provide either the Contractor or the City the right to be awarded any attorneys' fees and/or costs under Civil Code section 1717 in any legal action brought by either party to enforce any provision of the Contract Documents against the other party. Any other language in the Contract Documents providing for a recovery of attorney's fees shall be strictly construed as not including the recovery of any attorney's fees incurred by either Contractor or City in any legal action brought by either party to enforce any provision of the Contract Documents against the other party.

The parties agree that the Contract Documents contain no provisions that would allow either the Contractor or the City to be awarded attorneys' fees and/or costs under Civil Code section 1717. Nothing in this Article affects any right by Contractor or City to recover attorney's fees or costs by operation of any law other than Civil Code section 1717.

In the event of any conflict between language in this Article and any other language in the Contract Documents, the language in this Article shall prevail.

24. Deadlines for Contractor Transmittal of Documents

The Contractor shall promptly, but in no event later than ten (10) working days from the date of the award and tender of Contract, deliver to City all documents required in section 3-1.18 of the Caltrans Standard Specifications, City's General Provisions and Bidding Instructions. Once the City receives all of the properly executed documents and certifications, the City will deliver the fully executed Contract to the Contractor and issue a Notice to Proceed. If the City's issuance of a Notice to Proceed is delayed due to Contractor's failure to return the documents required by Section 3-1.18 of the City's General Provisions within ten (10) working days after the award and tender of the Contract, then Contractor agrees to the deduction of one (1) working Day from the number of days in the Contract Time for every day of delay in City's receipt of said documents. This right is in addition to and does not affect the City's right to demand forfeiture of the Contractor's bid security if Contractor persistently delays in providing the required documentation.

25. Contractors License Notice

Contractors are required by law to be licensed and regulated by the Contractors State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, California 95826.

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

CITY OF GOLETA

CONTRACTOR

Michelle Greene, City Manager

By/Title

ATTEST:

Deborah S. Lopez, City Clerk

By/Title

APPROVED AS TO FORM

Contractor's License No.

Tim W. Giles, City Attorney

Contractor's DIR No.

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**PERFORMANCE BOND
FOR
Ward Drive Class II Bike Lanes Project**

_____ (“PRINCIPAL”), and _____,
a corporation organized under the laws of the State of _____ and licensed by
the State of California to execute bonds and undertakings as sole surety (“SURETY”), are held and
firmly bound unto the CITY OF GOLETA (“CITY”) in the sum of
_____ dollars, \$_____)
(100% of amount bid in proposal) lawful money of the United States, which may be increased or
decreased by a rider hereto executed in the same manner as this bond, for the payment of which
sum PRINCIPAL and SURETY bind themselves, their successors, and assigns, jointly and
severally, by this instrument.

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

BOND CONDITIONS

1. PRINCIPAL will construct the public improvements (“Project”) identified in the Contract. Such performance will be in accordance with the Contract Documents identified in the Contract, which are hereby incorporated and made a part of this bond. City has estimated the required amount of the bond as shown above.
2. PRINCIPAL’s work on the Project will be done in accordance with the Contract Documents. Should PRINCIPAL fail to complete all required work within the time allowed, CITY may, at its sole discretion, cause all required work to be done and the parties executing the bond will be firmly bound for the payment of all necessary costs therefor.
3. Subject to and without limiting the terms of the Contract, PRINCIPAL will guarantee its work against any defective work, labor or materials on the Project and correct all defective work without charge to the City for a period of at least one (1) year following the Project’s completion and acceptance by CITY.
4. This bond guarantees Contractor’s due compliance with all applicable law including, without limitation, the Goleta Municipal Code (“GMC”).
5. SURETY, for value received, agrees that no changes, extensions of time, alteration or modification of the Contract or of the obligations to be performed thereunder will in any way affect its obligation on this bond, and waives notice of any such change, extension of time, alteration or modification of the Contract or of the obligations to be performed. Furthermore, SURETY expressly waives the provisions of California Civil Code Sections 2845 and 2849.

- 6. This bond consists of this instrument; the Contract and Contract Documents referenced above; and the following two (2) attached exhibits all of which are incorporated herein by reference:
 - A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so; and
 - B. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

- 5. In the event suit is brought upon this bond by City and judgment is recovered, Surety shall pay all costs incurred by City in such suit, including a reasonable attorneys' fee to be fixed by the Court. Principal and Surety agree that this Performance Bond shall not be considered a part of the Contract. Principal and Surety further agree that this Performance Bond is a separate obligation of the Principal and its Surety, and that any attorneys' fee provision contained in this Performance Bond shall not apply to the Contract. In the event there is any litigation between the parties arising from the breach of the Contract, each party will bear its own attorneys' fees in the litigation. Death of the Principal shall not relieve Surety of its obligations hereunder.

- 8. Should PRINCIPAL perform its obligations within the time allowed, PRINCIPAL's obligation will be void upon the acceptance of the performance by CITY; otherwise this obligation will remain in full force and effect.

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

PRINCIPAL:

SURETY:

PRINCIPAL's MAILING ADDRESS:

SURETY's MAILING ADDRESS:

(Signature of authorized officer)

(Signature of authorized officer)

(Name and Title)

(Name and Title)

(Signature of authorized officer)

(Signature of authorized officer)

(Name and Title)

(Name and Title)

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

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**PAYMENT BOND
FOR
Ward Drive Class II Bike Lanes Project**

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

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

BOND CONDITIONS

1. PRINCIPAL will construct the public improvements ("Project") identified in the Contract. Such performance will be in accordance with the Contract Documents identified in the Contract, which are hereby incorporated and made a part of this bond. City has estimated the required amount of the bond as shown above.
2. If PRINCIPAL, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Section 9100 of the California Civil Code, or any amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, SURETY will pay for the same in an amount not exceeding the penal sum specified in this bond.
3. This bond shall inure to the benefit to any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond. In case suit is successfully brought upon this bond, SURETY further agrees to pay all reasonable attorneys' fees and costs in an amount fixed by the court.
4. SURETY, for value received, agrees that no changes, extensions of time, alteration or modification of the Contract or of the obligations to be performed thereunder will in any way affect its obligation on this bond, and waives notice of any such change, extension of time, alteration or modification of the Contract or of the obligations to be performed. Furthermore, SURETY expressly waives the provisions of California Civil Code Sections 2845 and 2849.

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

[Signatures on the following page]

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

PRINCIPAL:

SURETY:

PRINCIPAL'S MAILING ADDRESS:

SURETY'S MAILING ADDRESS:

(Signature of authorized officer)

(Signature of authorized officer)

(Name and Title)

(Name and Title)

(Signature of authorized officer)

(Signature of authorized officer)

(Name and Title)

(Name and Title)

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

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SECTION E

CITY GENERAL PROVISIONS

The work provided herein shall be performed in accordance with the State of California Department of Transportation Standard Specifications 2010 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
7. Caltrans Standard Special Provisions for 2010 Standard Specifications
8. Caltrans Revised standard specifications
8. Caltrans Standard specifications
9. Caltrans Revised standard plans
- 1.8. Standard plans
- 1.9. Supplemental project information
- 1.10 Written numbers and notes on a drawing govern over graphics
- 1.11 A detail drawing governs over a general drawing
- 1.12 A detail specification governs over a general specification
- 1.13 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.)

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.

MODIFICATIONS TO STANDARD SPECIFICATIONS

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

DIVISION I GENERAL PROVISIONS

1 GENERAL

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.

Affidavit Of Final Completion and Release Upon 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 release.

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 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:

| Holiday | Date observed |
|-------------------------------------|----------------------------|
| Every Sunday | Every Sunday |
| New Year's Day | January 1st |
| Birthday of Martin Luther King, Jr. | 3rd Monday in January |
| President's Day | 3rd Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4th |
| Labor Day | 1st Monday in September |
| Veterans Day | November 11th |
| Thanksgiving Day | 4th Thursday in November |
| Day after Thanksgiving Day | Day after Thanksgiving Day |
| Christmas Eve | December 24th |
| Christmas Day | December 25th |
| New Year’s Eve | December 31st |

Inspector: The person designated by the engineer to ensure specification compliance.

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

Add the following definitions to 1-1.07B Glossary:

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. 4-1.05F.

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.

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 a portion of extra work is covered by bid items, the City pays for this work as changed quantities in those items. 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 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.

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

If a change is ordered in an item of work covered by a Contract Unit Price, and such change does involve a substantial change in the character of the work from that shown on the plans or included in the specifications, an adjustment in payment will be made.

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 9-1.06B 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.

Replace “Caltrans Bidder – DBE – Commitment form” in the 1st paragraph of section 5-1.13B(2) with:

Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G form

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 15 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
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. Required Inspections
12. SWPPP
13. Electrical and Signal Poles and Equipment

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.

5-1.27E Change Order Records

Maintain separate records for change order work costs.

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, 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 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.

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 section 6-3.05(D):

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.

Delete 6-3.06 and substitute the following:

6-3.06 WARRANTIES

6-3.06A 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 6-3.02, 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 6-3.07 herein. Contractor's

performance bond surety shall be liable for breaches of all warranties and correction guarantees referenced in this Section or Section 6-3.07.

Where any warranties provided under the Contract Documents overlap, conflict, or are duplicative, Contractor shall be bound by the more stringent requirements.

6-3.06B 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.

6-3.06C Survival of Warranties

The provisions of this Section 6-3.06 shall survive Contractor's completion of the Work or termination of the Contractor's performance of the Work.

6-3.07 CORRECTION GUARANTEE

6-3.07A 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.

6-3.07B After Final Completion

In addition to the Contractor's obligations under Section 6-3.06, 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 6-3.07. 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 6-3.07, 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 6-3.07 or elsewhere in this Contract.

This Section 6-3.07 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.

6-3.07C 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.

6-3.07D 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.

6-3.07E No Impact on Statutes of Limitation

Nothing contained in this Section 6-3.07 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 6-3.07 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 6-3.07 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.

6-3.07F 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.

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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. Schools within three (3) blocks of the work if work will occur during school sessions;
- 2. Businesses and residences along the street included in the work; and
- 3. Businesses and residences along streets with access exclusively through streets included in the work.

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 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 width 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 placed 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 and City of Goleta Neighborhood Services Department when 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;
- 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 furnished to you, 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 with your 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 be 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; and
2. Subcontractors.

Submit the following no less than one week prior to this meeting:

1. Project Construction Schedule;
2. Traffic Control Plan;
3. Sample "No Parking" sign;
4. Door Hanger; and
5. Storm Water Pollution Prevention Plan (SWPPP).

8-1.03B Progress Meetings

Attend Weekly Project Status Meetings with key personnel, including your assigned representative and your 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 you. 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 ten (10) 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 no less than ten (10) days in advance of the commencement of the proposed work:

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

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 Project Manager 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.

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 8-1.13C.

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 6-3.07F 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 Contractor; 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 9-1.16A 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.

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 Project Name:
 Public Works Department Ward Drive Class II Bike Lanes Project
 130 Cremona Drive, Suite B
 Goleta, California 93117

| | |
|--|----|
| Original Contract Amount: | \$ |
| Approved Change Orders through #: _____ | \$ |
| Quantity Changes: | \$ |
| (Requires Project Engineer verification) | |
| Total Contract Amount to Date: | \$ |

| | |
|----------------------------------|----|
| Value of Work Completed to Date: | \$ |
| Less Retention: | \$ |
| Less Liquidated Damages: | \$ |
| Subtotal: | \$ |
| Less Previous Payments Approved: | \$ |
| Progress Payment Requested: | \$ |

=====

The undersigned Contractor or Contractor's Authorized Representative certifies that to the best of his or her knowledge, information and belief, the work covered in this application for payment has been completed in accordance with the contract documents and the costs shown are true and correct.

 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: Ward Drive Class II Bike Lanes Project

Payment Period Through Date: _____

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

 Contractor Signature

 Date

 Inspector Signature

 Date

CITY OF GOLETA, CA
Public Works Department

Construction Contract
Final Release Payment

From: _____
Contractor

Date: _____

Contract No. _____

Address

Payment Request No. _____

Project Name: Ward Drive Class II Bike Lanes 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 WARD DRIVE CLASS II BIKE LANE 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. | | | | | |
|--|---|---|-----------------------|--------------------------------|---|
| Material Type | <u>A</u> Total Tons Generated (A=B+C+D) | <u>B</u> Quantity Salvaged or Reused | <u>C</u> Recycling | <u>D</u> Estimated Disposal | <u>E</u> Anticipated Material Destination(s) (R): Recycled; (D): Disposal |
| Example: Cardboard | 2 tons | | 1.5 | .5 | (R) MarBorg (D) Tajiguas Landfill |
| Asphalt & Concrete | | | | | |
| Brick/Masonry/Tile | | | | | |
| Building Materials (doors, windows, fixtures, etc.) | | | | | |
| Carpet | | | | | |
| Carpet padding/Foam | | | | | |
| Cardboard | | | | | |
| Ceiling tile (acoustic) | | | | | |
| Dirt | | | | | |
| Drywall (used) | | | | | |
| Drywall (new, unpainted sheets or scrap) | | | | | |
| Landscape Debris (brush, trees, stumps, etc.) | | | | | |
| Scrap metal | | | | | |
| Unpainted Wood and Pallets | | | | | |
| Garbage/Trash | | | | | |
| Other | | | | | |
| Recycled mixed debris | | | | | |
| Column Totals | | | | | |

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

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: ____ / ____ / ____

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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 chartered bank in this state as the escrow agent, who shall then pay such moneys to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.

Alternatively, the Contractor may request and the 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 Contractor 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) 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 9-1.16E(4) 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 with:

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.

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.

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) Affidavit of Final Completion and Final Payment

The Contractor shall, upon completion of the Work and final cleaning up, submit to the City a sworn Affidavit of Final Completion on a form provided by the Engineer. 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 Affidavit of Completion, the Engineer will inspect the Work and will either (1) reject the requested Affidavit of Final Completion, specifying the defective and/or uncompleted portions of the Work, or (2) accept the Affidavit of Final Completion 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 Affidavit of Final Completion, 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 Affidavit of Final Completion 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 Affidavit of Final Completion.

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;

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.

Add to section 12-2:

12-2.01 CONSTRUCTION PROJECT FUNDING SIGNS

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

Example:



12-2.02 MATERIALS

The City furnishes the Measure A funding signs. 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

12-2.03 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.

12-2.04 PAYMENT

Payment for providing 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 to Section 12-3 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.

Add to section 12-4 Maintaining Traffic:

12-4 General

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

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

^^

14 ENVIRONMENTAL STEWARDSHIP

Add to section 14-9.03A DUST CONTROL General:

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.

Replace entire section 14-10.02A(1) with:

14-10.02A(1) Submittals

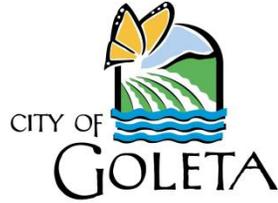
Submit with your request for final payment, a Post-Construction Waste Reduction and Recycling Summary Report documenting the types and amounts of materials that were used during the project and how much was reused, recycled, composted, salvaged, or landfilled.

Replace the 2nd paragraph of section 26-1.02B with:

Aggregate must comply with the minimum quality requirements shown in the following table:

| Property | California Test | Contract compliance |
|-------------------------------|-----------------|---------------------|
| Resistance (R-value) (min) | 301 | 78 |
| Sand equivalent (min) | 217 | 28 |
| Durability index (min) | 229 | 35 |

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**CITY OF GOLETA
SPECIAL PROVISIONS
WARD DRIVE CLASS II BIKE LANES 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



Registered Civil Engineer

Date

Rosemarie Gaglione, PE
Director of Public Works, City of Goleta

Date

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10-1 GENERAL REQUIREMENTS

10-1.01 DESCRIPTION

All work shall conform to the applicable provisions of the Santa Barbara County Department of Public Works Transportation Division Engineering Design Standards and Standard Details, California Department of Transportation Standard Plans and Specifications (2010 Edition), 2013 California Building Code, Best Management Practices Handbook for California, the American Disabilities Act (ADA), these Technical Specifications, and the project plans.

10-1.02 SUBMITTALS

- A. Project Schedule
- B. Dig Alert Tickets

10-1.03 SCHEDULE

The Contractor shall submit a schedule at the pre-construction meeting outlining and detailing the planned construction operations for the entire length of the project. The schedule shall include a gantt chart, predecessors, critical path, and critical dates of construction items. The schedule shall be submitted to the Owner for review and approval. At any time during the course of the project the Contractor shall provide a revised and updated schedule to the Owner within seventy-two (72) hours upon written request by the Owner or its representative.

10-1.04 SAFETY

The Contractor is hereby informed he has the sole responsibility for the safety of his work, including his workmen, equipment and that of subcontractors, and of the general public as they may come in contact with the work. It is not the responsibility of the Owner or its representatives to provide direction of the Contractor's methods of operation or safety plans.

10-1.05 DIG-ALERT

Attention is directed to the Contractor to the existence of underground utilities within the project limits. The Contractor shall be required to work around these facilities as needed to perform work in accordance with the plans. The Contractor will be held liable to the owners of such facilities or interference with services resulting from his operations.

Prior to beginning any excavation work the Contractor shall contact DIG ALERT at least seventy-two (72) hours in advance by dialing 811 from any phone. All excavation work shall be performed according to the standards and guidelines as set forth by the State of California and DIG ALERT.

The Contractor shall submit copies of all Dig Alert tickets.

10-1.06 DUST CONTROL

Dust generated by traffic, Contractor's operations, or wind are all included in the definition of "dust." All activities shall be in compliance with Section 14-9.03, "Dust Control", of the Standard Specifications.

10-1.07 MOBILIZATION AND DEMOBILIZATION

The contract price paid for Mobilization includes all costs associated with insurance, bonds, required permits and fees, shop drawings, potholing, moving onto the job (mobilization), moving off

the job (demobilization) preparation of project schedule, project phasing, supervision, coordination of concurrent work with other contractors, and meetings required to perform the work indicated in the plans and specifications.

The contract lump sum price paid for Mobilization shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in Mobilization as specified above.

10-1.08 ROADWAY PREPARATION

The work under this section consists of preparing the roadway prior to resurfacing or reconstruction as specified in these Technical Specifications and as required by the Engineer. Such work shall include controlling nuisance water; sweeping; watering; removal of all raised pavement markers; removal of all thermoplastic pavement markings; removal of loose and broken concrete, asphalt concrete pavement, base, subgrade and foreign material; and the spraying and removal of weed growth. Any roadway area that contains existing weed growth shall be treated with an E.P.A. approved herbicide composed of glyphosate and oryzaline, combined and applied according to label directions.

In addition, the Contractor shall implement the temporary storm water pollution control prior to the start of construction, as specified in these Technical Specifications.

10-1.09 PROJECT SITE MAINTENANCE

Throughout all phases of construction and until final acceptance, including any periods of work suspension, the site shall be kept clean and free from rubbish and debris. The Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day for the purpose of keeping paved areas acceptably clean wherever construction, including restoration, is incomplete.

The Contractor shall abate dust by sprinkling water or other means as necessary. The use of water resulting in mud on public streets is not permitted.

Excess excavated materials from any source shall be removed from the site immediately. Forms and lumber shall be removed the day of form removal. Materials and equipment shall be removed from the site as soon as they are no longer necessary.

Before the final inspection, the site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All pavement areas shall be swept with a street sweeper immediately prior to the final inspection. All concrete areas shall be broom cleaned. All topsoil areas shall be raked. All cleanup costs shall be included in the Contractor's bid. In the event the Contractor fails to maintain site cleanliness, the Agency may remove or dispose of any debris, refuse, or materials onsite that are not maintained by the Contractor. All expenses will be back-charged to the Contractor in the form of a deductive change order.

10-1.10 SANITARY FACILITIES

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

10-1.11 REFERENCES

All references to “Standard Specifications” in these specifications shall mean the California Department of Transportation (Caltrans) Standard Specifications, 2010 Edition.

All references to “City” or “Agency” or “Department” or “Client” or “Owner” in any of the contract documents or referenced standards or publications shall mean the City of Goleta.

All references to “Engineer” in any of the contract documents or referenced standards or publications shall be the designated representative of the City of Goleta.

All references to “Santa Barbara County Standards” in these specifications shall mean the Santa Barbara County Department of Public Works Transportation Division Engineering Design Standards and Standard Details, September 2011 Edition.

10-1.12 SURVEYING

The Contractor shall contract construction surveying operations for constructing the project items as shown in the project plans and as detailed in these specifications.

10-1.13 DEMOLITION

The Contractor shall demolish and remove existing soil, aggregate, concrete, asphalt pavement, or other existing facilities or structures as needed or shown on the plans to perform the work as specified in the technical specifications, plans, and details.

The Contractor shall determine the demolition required to construct the new facilities as designed and include the price of demolition in the bid items for new construction and for replacement construction.

10-1.14 MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed with exception to Mobilization. All work items in this section shall include conforming to all provisions of the project Plans and Technical Specifications, the Standard Specifications, the Santa Barbara County Standards, and the requirements of the Engineer, and no additional compensation shall be allowed therefor.

Payment for all work items included in the plans that do not have associated bid items shall be considered as included in the spread of all other unit prices for all other items of work.

Partial payments for Mobilization shall be made in accordance with the Standard Specifications, Section 9-1.16D “Mobilization”. The Contractor is directed to California Public Contract Code § 10264.

10-2 TRAFFIC CONTROL

10-2.01 DESCRIPTION

The work shall consist of maintaining and controlling all vehicular and pedestrian traffic through the construction zone and shall conform to the latest edition of the “California Manual on Uniform Traffic Control Devices” (California MUTCD) published by the State of California, Department of Transportation. The manual prescribes minimum standards for the application of uniform traffic control devices such as traffic cones, barricades, regulatory signs, warning signs, and guide signs. The Contractor shall have a copy of the manual at the work site and shall comply with its provisions.

10-2.02 SUBMITTALS

- A. Traffic Control Plans
- B. Plan to Notify Area Residents
- C. Removal of On-Street Parking Notice

10-2.03 MATERIALS AND EQUIPMENT

All traffic control supplies and materials including signs, posts, temporary mounting stands, cones, delineators, and barricades shall comply with NCHRP No. 350. Each traffic control plan shall include a compliance letter indicating each type of material or equipment to be used on the project, date of purchase, manufacturer contact information, and a compliance letter or reference.

10-2.04 CONSTRUCTION

Traffic control shall include the installation, maintenance, and removal of all necessary traffic control equipment. Damaged or missing equipment shall be replaced upon discovery. Equipment left in place over weekends or during other periods of non-work shall be checked and maintained every calendar day until the work is complete and all traffic control devices are removed from the project.

10-2.05 TRAFFIC CONTROL PLAN

The Contractor shall submit a Traffic Control Plan (TCP) to the Engineer for approval prior to beginning any contracted work, including Mobilization in accordance with Section 12-1.05 “Submittals” of these Specifications. The TCP shall include types of closures, detour routes, temporary construction signs, locations of signs, dates of road closures, detour routes, and any other information deemed necessary by the Contractor to facilitate minimal traffic impacts within the project area. The Engineer shall review and respond to each revised TCP within two (2) working days. **The Contractor shall not begin any work, including mobilization, until a TCP is approved by the Engineer.** No additional costs will be incurred by the Owner or its representatives for submission of or revisions to the Traffic Control Plan.

All traffic control plans and procedures shall be performed in accordance with the APWA’s 2012 Work Area Traffic Control Handbook (WATCH), Twelfth Edition and the 2012 Edition of California Manual on Uniform Traffic Control Devices (CA MUTCD).

If full street closure is required, the Plan shall identify alternate (detour) routes and parking areas for affected residents.

Emergency vehicles shall be allowed access at all times and shall not be impeded by construction operations. The Contractor shall not prevent emergency vehicles from accessing the construction site at any time.

10-2.06 PLAN TO NOTIFY AREA RESIDENTS

The Contractor shall submit a “Plan to Notify Area Residents” to the Engineer for approval. The Contractor shall provide notice to all residents and businesses affected by the construction operations relative to the Contractor’s schedule and location of work including traffic provisions in accordance with Section 7-1.03A of these Specifications. The Plan to Notify Area Residents may include, but is not limited to, mailers, door hangers, street signs, message boards, other methods, or any combination thereof. The plan must be approved by the Engineer or his representative prior to implementing the plan.

10-2.07 Removal of On-Street Parking

The Contractor shall submit a “Removal of On-Street Parking” Notice to the Engineer for approval. The notices shall be posted in accordance with Section 7-1.03 of these Specifications and pursuant to California Vehicle Code, Article 1, Section 22651 at least seventy-two (72) hours prior to construction by the Contractor. The notices shall include the following information.

- A. “TOW AWAY – NO PARKING”
- B. SPECIFIC DATES AND TIMES OF CONSTRUCTION
- C. “VEHICLES FOUND IN VIOLATION WILL BE TOWED”
- D. “C.V.C. 22651 (L)”
- E. CONTRACTOR’S NAME AND CONTACT PHONE NUMBER

The first and last sign shall also be stenciled with the word “BEGIN” or “END” as appropriate to delineate the limits of the no parking area. **The font size of the dates and times shall be at least three times the font size of all other information on the sign.**

Failure to comply with this section will prevent the City from towing vehicles parked in the proposed work area. The Owner shall not incur any additional costs due to vehicle removal or delays resulting from vehicles remaining in the project area.

10-2.08 CONSTRUCTION SIGNAGE

Construction signage shall consist of furnishing, installing, maintaining, and removing construction signs, cones, delineators, and barricades. All work zoned traffic control devices, materials and equipment shall be in new condition, as determined by the Engineer.

10-2.09 FLAGMEN

If required in the traffic control plan, and always during one-way traffic control, flagmen will be required to direct traffic during construction. The number and location of flagmen shall be sufficient to allow safe control and passage of traffic through the work zone. During the paving of intersections, two flagmen shall be posted at each intersection for the entire time between tack coat and finish rolling.

10-2.10 PORTABLE DELINEATORS

Portable delineators shall be either cones or tubular markers. Delineators to be used at night or in low light conditions shall be reflectorized. The minimum height of either style of delineator shall be 36” above the road surface.

All portable delineators shall comply with the current version of the Caltrans Traffic Manual. The portable delineators shall be spaced as necessary for proper traffic control. However, in no case shall the spacing between the portable delineators exceed 50’ on tangents or 25’ on curves.

10-2.11 TRAFFIC MAINTENANCE

The contractor shall be responsible for handling vehicular and pedestrian traffic in accordance with the State Standard Specifications and these Technical Specifications. Vehicular traffic must be maintained at all times to all businesses and residences.

The Contractor shall notify the Engineer of his intention to begin work at least 3 working days before starting any work. The Contractor shall cooperate with the Engineer relative to handling traffic through the areas and shall make his own arrangements relative to keeping the working area clear of parked vehicles and to clear access to driveways.

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

If a cross street needs to be temporarily closed when work is in progress through the intersection and the anticipated delay is more than 5 minutes, a detour sign shall be installed on the cross street and shall include the installation of advance signing displaying the anticipated delay time. The Engineer shall review the signing.

The 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 parked in the parking lanes overnight, then barricades and other suitable warning devices shall be required.

Should pedestrian or vehicular traffic be permitted to travel on construction areas with partial or incomplete construction, appropriate signage and safety measures shall be taken by the Contractor in accordance with the Standard Specifications. All incomplete work areas opened to pedestrian traffic shall be void of tripping hazards and shall comply with public safety measures outlined in the Standard Specifications. Areas of incomplete work opened to vehicle traffic shall comply with the following.

- A. If a vertical transition running transverse or longitudinally to the travel path is less than 0.10 feet in height no additional work is required.
- B. If a vertical transition running transverse to the travel path is greater than or equal to 0.10 feet in height, temporary cold mix or equivalent shall be sloped against the vertical transition. Construction paper shall be placed under the temporary cold mix to facilitate complete removal of temporary patch material. The temporary material shall be sloped no steeper than 1V:18H. The vertical transition shall not exceed three (3) inches in height.
- C. If a vertical transition running longitudinally to the travel path is greater than or equal to 0.15 feet between pavement lanes, the Contractor shall furnish and place portable delineators conforming to the provisions of Section 12-3.04 "Portable Delineators," along said transition. "Do Not Pass" signs shall also be placed at five hundred (500) feet intervals when delineators are required.

Whenever the Contractor's operations obliterate pavement delineation including, but not limited to, lane lines, pavement markers, painted lines, or temporary delineation such markings shall be replaced by either permanent or temporary delineation before opening the traveled way to public

traffic. Temporary delineation shall consist of reflective traffic line tape applied in pieces not less than four (4) feet long nor four (4) inches wide spaced no more than ten (10) feet apart on curves nor more than twenty (20) feet apart on tangents. Reflective traffic line tape shall be applied in accordance with the manufacturer's instructions. As an alternative to tape, the Contractor may utilize Temporary Markers for Long Term Day or Night Use (six months or less) or Temporary Markers for Short Term Day or Night Use (fourteen days or less) using approved devices indicated in Section 8-1.04, "Prequalified and Tested Signing and Delineation Materials," of the Standard Specifications.

10-2.12 PEDESTRIAN ACCESSIBILITY DURING CONSTRUCTION

The contractor shall be responsible to furnish, install and maintain signs, signals, audible information devices, barriers, channelization devices, detectable edging, temporary pathways, temporary striping or marking specified and, as directed by the Engineer, necessary to provide safe accessible passage(s) for pedestrians.

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

When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility. If establishing or maintaining an alternate pedestrian route is not feasible during the project, an alternate means of providing for pedestrians may be used, such as assigning someone the responsibility to assist pedestrians with disabilities through the project limits.

Pedestrians shall not be led into conflicts with vehicles, equipment, and operations.

Pedestrians shall not be led into conflicts with vehicles moving through or around the worksite.

Pedestrians shall be provided with a convenient and accessible path that replicates as nearly as practical the most desirable characteristics of the existing sidewalk(s) or footpath(s).

A pedestrian route shall not be severed and/or moved for non-construction activities such as parking for vehicles and equipment.

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

Access to transit stops shall be maintained.

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

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

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

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

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

Access to the work space by workers and equipment across pedestrian walkways shall be minimized because the access often creates unacceptable changes in grade, and rough or muddy terrain, and pedestrians will tend to avoid these areas by attempting non-intersection crossings where no curb ramps are available.

When pedestrian and vehicle paths are rerouted to a closer proximity to each other, consideration shall be given to separating them by a temporary traffic barrier.

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

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

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

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

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

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

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

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

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

10-2.13 MEASUREMENT AND PAYMENT

Measurement and payment for traffic control shall be made on a lump sum basis as identified in the Bid Schedule. Partial payments of the total lump sum shall be made in direct relation to the total percentage of contract days completed, or at a greater percentage if directed by the Engineer. Contract days are defined in the general conditions of the contract. If the Contractor completes the work prior to the contract deadline, payment for traffic control shall be paid in full. If the Contractor does not complete the work by the contract deadline no additional compensation will be owed to the Contractor.

The contract lump sum payment shall be considered full compensation for furnishing all labor, equipment, and materials for performing the work in accordance with the Standard Specifications, the Plans, and the Technical Specifications. No additional compensation will be allowed therefor.

Full compensation for maintaining Pedestrian and ADA accessibility and other work not specified but essential to the maintaining and controlling of traffic, shall be considered as included in the contract lump sum for TRAFFIC CONTROL and no additional compensation shall be allowed.

10-3 TEMPORARY STORM WATER POLLUTION CONTROL

10-3.01 DESCRIPTION

The Contractor shall complete and provide either a Storm Water Pollution Prevention Plan (SWPPP) or a Water Pollution Control Plan (WPCP) which describes in specific detail the Contractor's responsibilities to prevent contamination of the storm water collection system. The plan shall address both common construction activities and extraordinary events and meets the requirements of the "National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges associated with construction activity. The plan shall address the prevention of particulates or pollutants from entering the storm water system from the job site, whether due to routine operations or spills. Work also includes but is not limited to, filing of a Notice of Intent (NOI) with the State Water Resources Control Board, processing the NOI through the State SMARTS system, and assessing the project Risk Level.

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

Construction storm water monitoring work includes, but is not limited to, providing a Qualified SWPPP Developer (QSD) to create the SWPPP, a Qualified SWPPP Practitioner (QSP) for implementation, and following the aspects of Order No. 2009-009-DWQ, 2010-0014-DWQ and any applicable amendments, under direction of the Owner.

10-3.02 SUBMITTALS

- A. One (1) final hard copy of the approved SWPPP or WPCP bound in a hard binder
- B. One (1) final electronic copy of the approved SWPPP or WPCP on a CD or DVD
- C. Inspection logs and reports as required by the SWPPP or WPCP, and BMP maintenance
- D. A Letter of Certification certifying all contaminated materials were removed from the site and disposed of properly according to CA state laws and regulations

10-3.03 CONSTRUCTION

The Contractor shall continuously provide at the job site all of the tools, equipment, and materials necessary to implement the SWPPP or WPCP. This requirement shall be enforced at all times from project initiation through completion, including any punch list or warranty work on the project.

10-3.04 PROTECTION OF EXISTING STORM WATER SYSTEM

As the first order of work, the Contractor shall protect the existing storm water system from entrance of particulates and pollutants. Such protection shall include implementing the Best Management Practices (BMP) as outlined in the SWPPP or WPCP.

In addition to the Best Management Practices outlined in the local governing jurisdiction's plans the protection system shall have a minimum of 3 features:

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

10-3.05 MATERIALS STORAGE AREAS

All material and/or equipment storage areas where liquid construction materials are kept, including but not limited to asphalt emulsions, paving oils, and seal coat materials, shall be protected by a physical barrier capable of containing the entire volume of stored liquid materials. During active construction activities, portions of the barrier may be removed for access. However, the barrier materials must be readily accessible for replacement by on-site construction personnel. The barrier must be in place at all times when construction personnel are absent from the storage site. Material storage shall comply with the requirements in the California Stormwater Quality Association (CASQA) Best Management Practice Handbook.

10-3.06 BMP INSPECTION AND MAINTENANCE

The Contractor shall inspect and repair or replace any damaged or clogged BMP pursuant to the project WPCP or SWPPP. Inspections shall be logged by the QSP and submitted to the Engineer weekly or after a rain event triggers an inspection.

The Contractor shall allow authorized agents of the California Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency and the City of Goleta to:

1. Enter upon the construction site(s) and the Contractor's facilities pertinent to the work.
2. Have access to and copy records that must be kept as specified in the Permit.
3. Inspect the construction site and related soil stabilization practices and sediment control measures
4. Sample or monitor for the purpose of ensuring compliance with the Permit.

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

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

10-3.07 NON-STORM SPILLS OR POLLUTION

The Contractor shall be responsible to implement SWPPP or WPCP practices for the cleanup of spilled or leaked pollutants such as hydraulic oil from damaged or leaking equipment. This includes keeping readily available equipment and materials to contain and absorb the pollutants, collection of these materials, and disposal of the materials to an approved disposal facility. The contractor shall include ultimate disposal from the Contractor's yard as part of their cleanup responsibilities.

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

10-3.08 MEASUREMENT AND PAYMENT

Measurement and payment for TEMPORARY STORM WATER POLLUTION CONTROL and storm water Monitoring shall be made on a lump sum basis as identified in the Bid Schedule.

The contract lump sum payment shall be considered full compensation for furnishing all labor, equipment, and materials for performing the work in accordance with the Standard Specifications, the Plans, and the Technical Specifications. No additional compensation will be allowed therefor.

Failure to perform and document the required SWPPP or WPCP inspections shall result in a daily penalty of \$250.00 per calendar day enforced by the Owner. Additional penalties may be imposed and enforced by other regulating agencies in addition to the penalty imposed by the Owner. All penalties or fees shall be paid at the Contractor's expense and at no cost to the Owner. The imposition of the penalty shall not relieve the Contractor of any obligations of these project requirements.

Partial payments of the total lump sum shall be made as defined in the schedule of values below.

| SCHEDULE OF VALUES – SWPPP or WPCP and Storm Water Monitoring | |
|--|--|
| Description of Work | Method of Partial Payment |
| Develop and submit the SWPPP or WPCP | 30% of bid price |
| Storm water monitoring, inspection, and maintenance | 70% of the lump sum price paid as a percentage of the total contracted working days for actual completed days of work. |

10-4 REMOVAL OF EXISTING FACILITIES

10-4.01 DESCRIPTION

This work shall consist of furnishing all labor, equipment, tools, materials and performing all of the work necessary for removal of existing asphalt concrete, concrete, base if necessary, subgrade if necessary, and traffic striping and markings.

10-4.02 MATERIAL OWNERSHIP

Except for materials deemed to be suitable to be reused on site or other materials indicated to remain on the Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

10-4.03 CONSTRUCTION

The pavement and base material areas shall be removed either by sawcutting with removal, grinding, or pulverizing. Any broken or damaged pavement edges shall be re-cut prior to paving. All removed material shall be cleared from the site and disposed of pursuant to state laws.

Sawcutting for asphalt or concrete removals shall be performed in accordance with applicable sections of the Standard Specifications, the Plans, and these Technical Specifications.

Existing asphalt concrete roadways and concrete sidewalks are to remain, and new improvements are to match at existing elevations. The Contractor shall take all measures necessary to protect existing improvements at these match locations.

The excavated areas shall be graded as shown on the plans. Aggregate base rock shall be compacted to 95% relative compaction. Native soil backfill shall be compacted to 95% relative compaction. Compaction testing shall be performed in accordance with either, CTM 216 and 231 or ASTM D-1557, D-2216, D-2922, and D-3017. All segregated, loose, over-saturated, or large ungraded material shall be removed and shall not be incorporated into the work.

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

In the event that the underlying material is soft, yielding, unstable, or unsuitable, it shall be treated in accordance with section "Repair Unstable Subgrade". Unsuitable material is defined as material the Engineer determines to be of such unstable nature as to be incapable of being compacted to a specified density using ordinary methods at optimum moisture content, or too wet to be properly compacted and circumstances prevent in-place drying prior to incorporation into the work, or otherwise unsuitable for the planned use.

When it is required by the Plans to remove traffic stripes, pavement markings, or pavement markers, this work shall comply with sections 15-2.02C and 15-2.02D of the Standard Specifications.

As shown on the plans, existing street signs shall be removed in its entirety. Removal of street signs shall include all above-grade sign materials, as well as any existing concrete post foundations. After removal of the concrete foundation the void shall be backfilled with Class II Aggregate Base material up to six inches from the surface and shall be compacted in eight inch

lifts at 95% relative compaction. The top six inches of the void shall be filled with similar neighboring material such as concrete, asphalt, topsoil, or other material as directed by the Engineer.

10-4.04 MEASUREMENT AND PAYMENT

Furnishing all labor, equipment, and materials to perform the work specified in this section of the Technical Specifications shall be considered as incorporated in the bid items listed in the bid schedule and no compensation shall be allowed therefor.

10-5 SITE CLEARING AND DEMOLITION OF EXISTING IMPROVEMENTS

10-5.01 DESCRIPTION

This work shall consist of furnishing all labor, equipment, tools, materials and performing all of the work necessary to complete the following items, in conformance with these specifications and in conformance with the City Engineer. Removals shall include areas of hand digging as required by the arborist.

- A. Clearing and grubbing
- B. Removal by hand digging as required by the arborist

10-5.02 MATERIAL OWNERSHIP

Except for stripped topsoil or other materials indicated in the project documents to remain the Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

10-5.03 TREE PROTECTION

All existing trees outside the limits of work shall be protected and remain on the site.

Low branches shall be pruned prior to any heavy equipment work being undertaken that may damage the tree.

Vehicles and stockpiled materials shall be stored outside the drip line of all trees.

During excavation, any roots that are encountered over two inches in diameter shall be clean cut perpendicular to the direction of root travel with a handsaw or chainsaw. Do not apply tree seal to cut roots or branches. Roots greater than two inches in diameter shall not be cut until a certified arborist has reviewed and directed the roots to be cut. Roots shall not be cut or damaged by mechanical equipment.

Protect root systems of existing trees, shrubs, and ground covers from damage due to chemically injurious materials in solution caused by runoff and spillage during mixing, placement of construction materials, and drainage from stored materials. Protect root system from flooding, erosion, excessive wetting and drying resulting from de-watering and other operations.

Above ground surface runoff shall not be directed into the tree canopy area. Ensure construction improvements do not trap water within the dripline of the tree.

The Contractor shall replace all plants and trees that are damaged or die due to the Contractor's operations or negligence at the Contractor's expense and at no additional cost to the Owner.

10-5.04 CLEARING AND GRUBBING

Clearing and grubbing shall include removal and disposal of landscape and deleterious materials conflicting with the improved facilities to be constructed.

Fill depressions caused by clearing and grubbing operations with native soil material. Place fill material in horizontal layers not exceeding a loose thickness of eight inches and compact each layer to a density equal to adjacent original ground.

10-5.05 MEASUREMENT AND PAYMENT

Furnishing all labor, equipment, and materials to perform the work specified in this section of the Technical Specifications shall be considered as incorporated in the bid items listed in the bid schedule and no compensation shall be allowed therefor.

10-6 AGGREGATE BASES

10-6.01 DESCRIPTION

This work shall consist of furnishing, grading, and compacting aggregate base to regrade aggregate driveway transitions, and aggregate base used under concrete pavement areas, new structures, asphalt pavements, and where called for in the Plans and these Technical Specifications.

10-6.02 SUBMITTALS

- A. Class 2 Aggregate Base Gradation
- B. Certificate of Compliance

10-6.03 MATERIALS

Aggregate Base shall be Class 2 Aggregate Base and shall comply with the requirements of Section 26 of the Standard Specifications.

10-6.04 CONSTRUCTION

Aggregate Base shall be compacted to 95% relative compaction. Aggregate base shall be compacted in lifts no thicker than eight inches.

The constructed thickness of the aggregate base layer shall have a tolerance of +/- one-half inch of design thickness.

10-6.05 MEASUREMENT AND PAYMENT

Furnishing all labor, equipment, and materials to perform the work specified in this section of the Technical Specifications shall be considered as incorporated in the bid items listed in the bid schedule and no compensation shall be allowed therefor.

Placement and compaction of aggregate base in pavement sections shall be incorporated in the unit price for the combination of hot-mix asphalt over aggregate base as listed in the bid schedule and no additional compensation shall be allowed therefor.

Placement and compaction of aggregate base under new concrete facilities shall be considered included in the unit price for the concrete bid items listed in the bid schedule and no additional compensation shall be allowed therefor.

Placement and compaction of aggregate base to regrade aggregate driveway transitions shall be incorporated in the unit price for regrade aggregate driveway transition as listed in the bid schedule and no additional compensation shall be allowed therefor.

10-7 HOT MIX ASPHALT (HMA)

10-7.01 DESCRIPTION

Adhere to Section 39, "Hot Mix Asphalt," of the 2010 Caltrans Standard Specifications except as modified in these Technical Specifications.

This work includes producing and placing hot mix asphalt (HMA) pursuant to Section 39-3, "Method Construction Process," of the Standard Specifications.

10-7.02 SUBMITTALS

A. Job Mix Formula (JMF) including the following paperwork

- 1) CEM 3511
- 2) CEM 3512
- 3) CEM 3513

Submit JMF information on Form CEM-3511 and Form CEM-3512. Submit Form CEM-3513 for mixes that have been verified within the last 12 months. Provide most recent CEM-3513 if mix has not been verified within the last 12 months.

- B. Material Delivery Tickets shall be submitted daily
- C. Tack Coat Certificates of Compliance
- D. Paving Fabric Certificates of Compliance
- E. Quality Control Plan

10-7.03 MATERIALS

- A. 1/2" HMA Type A, PG 64-10 with 15% RAP
- B. 3/8" HMA Type A, PG 64-10 (for asphalt berm and leveling course paving only)
- C. SS-1H Tack Coat

10-7.04 CONSTRUCTION

10-7.04A Asphalt Concrete Paving

The Contractor shall construct the HMA in accordance with Section 39-1.11, "Transporting, Spreading, and Compacting," of the Standard Specifications.

All cold joints, including longitudinal and transverse cold joints, shall be pre-heated with a torch immediately prior to paving and tack coated. Cold joints include previous paving placed more than three hours prior.

The finished surface of the HMA shall be flush with all concrete transitions. A maximum of ¼ inch above the concrete is acceptable, however, it is unacceptable for HMA to have a finished surface below the concrete. The Contractor shall sawcut, remove, and replace HMA a minimum of two feet from the edge of concrete if the finished surface of the HMA is originally placed below the finished surface of the concrete.

The Contractor shall have hand-compaction equipment immediately available to compact all areas inaccessible to rollers. Hand-compaction shall be performed concurrently with breakdown rolling. If for any reason hand-compaction falls behind breakdown rolling, further placement of HMA shall be suspended until hand-compaction is caught up. Hand-compaction

includes vibra-plates and hand tampers. Hand torches shall be available for rework of areas that have cooled.

After compaction, the surface texture of all handwork areas shall match the surface texture of the machine-placed HMA mat. Any coarse or segregated areas shall be corrected immediately upon discovery. Failure to immediately address these areas shall cause suspension of HMA placement until the areas are satisfactorily addressed and approved by the Engineer.

Minimum lift thicknesses shall be three times the nominal aggregate size plus $\frac{1}{4}$ of an inch. Maximum lift thicknesses shall be three inches unless specified otherwise in the plan details.

10-7.04B Asphalt Curb (Berm) Paving

All asphalt curbs shall be constructed with an asphalt curb paver that continuously construes the engineered shape of the curb as shown in the project details. Joints in the curbs will not be accepted. The curbs shall be constructed continuously from the beginning to the end of the curbs. Ends of the curbs and any imperfections shall be hand troweled to the shape and dimensions as shown in the project details. The construction of asphalt curb shall include the quantity of RHMA or HMA constructed underneath the new asphalt curb in addition to the shoulder backing constructed behind the new asphalt curb. The definition of asphalt curbs includes asphalt dikes, asphalt berms, and asphalt curbs.

10-7.05 QUALITY CONTROL

The Contractor shall provide quality control pursuant to Section 39-2.02, "Contractor Quality Control" of the Standard Specifications. The Contractor shall subcontract a quality control third party pavement inspection and monitoring firm. The subcontracted firm shall provide copies of all quality control reports to the City within 24 hours of each day of paving. The subcontracted firm shall also sample material for every 350 tons of hot-mix asphalt placed and a minimum of two samples per day. The material samples shall be provided directly to the City immediately after sampling.

10-7.06 QUALITY ASSURANCE

Asphalt testing shall be performed pursuant to Section 39-2.03, "Acceptance Criteria" of the Standard Specifications. The Owner shall be responsible for testing sampled hot-mix asphalt and density cores.

In-place compacted densities shall be determined by coring. One core shall be taken for every 350 tons of HMA placed and compacted. A minimum of two cores shall be taken for each paving day. Core locations shall be randomly selected prior to coring. The random locations shall be determined by the Engineer. Reduced payment factors shall be implemented for densities outside the acceptable range defined in the Section 39-2.03 of the Standard Specifications. All cores shall be taken by the Contractor and provided to the Owner.

10-7.07 MEASUREMENT AND PAYMENT

The contract unit prices shall be considered full compensation for furnishing all labor, materials, equipment, transportation, incidentals, quality control, and quality assurance; and for performing all of the work involved as detailed by the Standard Specifications, the Plans, and the Technical Specifications. No additional compensation will be allowed therefor.

10-8 CEMENT CONCRETE

10-8.01 DESCRIPTION

This work shall consist of furnishing all labor, equipment, tools, materials and performing all of the work necessary for constructing new concrete facilities including concrete parking with V-gutter, curbs, curb & gutter, ADA Ramps, driveway approach, and sidewalks or as directed by the Engineer.

10-8.02 SUBMITTALS

- A. 2500 psi Concrete Mix Design
- B. 3500 psi Concrete Mix Design
- C. Delivery Tickets to be submitted daily
- D. Cut Sheet of Detectable Warning Surfaces
- E. Cut Sheet of Concrete Joint Sealant
- F. Reinforcing Steel Certificate of Compliance

10-8.03 MATERIALS

Concrete for concrete curb & gutter, ADA Ramps, concrete driveway, concrete parking with V-gutter, and concrete sidewalks approaches shall conform to the requirements of Section 40, "Concrete Pavement," Section 73, "Concrete Curbs and Sidewalks," and Section 90, "Concrete," of the Standard Specifications.

- A. CEMENTITIOUS MATERIAL – Cement content shall be at least 463 pounds per cubic yard. Type I/II cement shall be used in mixed concrete.
- B. CONCRETE AGGREGATE –All aggregate shall be crushed aggregate.
- C. REINFORCING STEEL – Reinforcing steel shall be Grade 60 deformed bars and shall conform to Section 52, "Reinforcement," of the Standard Specifications.
- D. AGGREGATE BASE – ¾ inch Class II Aggregate shall conform to these Technical Specifications and Section 26, "Aggregate Bases," of the Standard Specifications.
- E. EXPANSION JOINTS – ½ inch thick manufactured commercial type fiber shall meet ASTM D1751 standards.
- F. CONCRETE JOINT SEALANT AND PRIMER – Sikaflex 429/202 Primer, or equivalent and Sikaflex 1A or Sikaflex 1CSL Joint Sealer, or equivalent.
- G. 2500 PSI CONCRETE – The 2500 psi concrete shall be used for areas intended primarily for pedestrian traffic, such as sidewalks, as well as curbs and gutters.
 - a. ¾ inch aggregate
 - b. 5 sack minimum
 - c. 2,500 psi in 28 days
 - d. 4 inch maximum slump
 - e. Fibermesh 300 reinforcing fibers, or approved equal. 1.5 lbs./CY and 1 inch length.
- H. 3500 PSI CONCRETE – The 3500 psi concrete shall be used for drive-surface concrete facilities, which includes but is not limited to, bus loading pads, parking lanes, concrete swales and V-gutters, driveway approaches, cross gutters, and spandrels. It is intended for use where vehicles travel.
 - a. 1 inch aggregate
 - b. 6 sack minimum
 - c. 2,000 psi in 3 days
 - d. 3,500 psi in 28 days

- e. 4 inch maximum slump
 - f. Fibermesh 300 reinforcing fibers, or approved equal. 2.5 lbs./CY and 1.5 inch length.
- I. DETECTABLE WARNING SURFACE – Detectable warning surfaces shall be safety yellow in color and have a minimum width of 36 inches. Cast-in-place warning surfaces or surface-adhesive warning surfaces shall be used.

10-8.04 CONSTRUCTION

The existing concrete shall be sawcut full depth prior to removal. Concrete damaged by the Contractor due to the Contractor's negligence shall be removed and replaced at the Contractor's expense and at no additional cost to the Owner.

The Contractor shall water test all new gutters and other repaired drainage facilities in the presence of the Engineer.

10-8.05 QUALITY CONTROL

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

10-8.06 QUALITY ASSURANCE

All work and materials shall be constructed pursuant to the plans, applicable sections of the Standard Specifications, Santa Barbara County Standards, these Technical Specifications, and the requirements of the City Engineer.

Workmanship and Materials: All workmanship and materials within this Section shall conform to the manufacturer's specifications installation instructions and guarantees.

The contractor shall provide laborers and supervisors who are familiar with the type of construction involved and materials and techniques specified.

10-8.07 PROTECTION OF EXISTING FACILITIES

The contractor shall protect existing facilities from damage, and discoloration from concrete splatter. Adjacent facilities shall be covered during concrete placement to prevent concrete splatter and excess concrete from staining the adjacent facilities.

Vertical existing facilities such as light poles, walls, etc. shall be protected with plastic extending a minimum of five feet above the concrete surface.

10-8.08 SUBGRADE

After the subgrade is prepared, moisture-conditioned, and compacted to the relative compaction indicated on the Plans, the Contractor shall continuously maintain the sub-grade in a uniform condition at the moisture content obtained during subgrade compaction until the concrete is placed.

10-8.09 TOLERANCES

The maximum variation from design elevation shall not exceed +/- 0.02'. In some instances, particularly in critical drainage areas, tolerances may be reduced to zero. Concrete facilities shall

be installed to maintain or provide positive drainage. Questions regarding applicable tolerances shall be directed to the Engineer 48 hours in advance of the work.

When shown on the drawings, the concrete shall be set at the design elevations. When existing facilities are to be removed and replaced, they shall conform to the existing elevations and grades.

10-8.10 STRIKEOFF, CONSOLIDATION, AND FINISHING

In general, adding water to the surface of the concrete to assist in finishing operations shall not be permitted. Before final finishing is completed and before the concrete has taken its initial set, the edges shall be carefully finished with the radius shown on the plans or a radius to match the existing construction. Concrete shall be thoroughly consolidated against and along the faces of all forms and adjacent concrete. After the forms are removed, excess concrete below the form surface shall be removed to be flush with the form face.

Finishing texture shall conform to Santa Barbara County Standards.

10-8.11 CONCRETE PROTECTION

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

The Contractor shall also protect the concrete against traffic and vandalism. If the concrete is damaged or vandalized, the Contractor shall make the necessary repairs at the Contractor's expense and at no additional cost to the Owner. The repair procedure for damaged or vandalized concrete shall be approved in advance by the Engineer.

10-8.12 CURING

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

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

10-8.13 JOINTS

In the concrete parking area, control joints shall be every five (5) feet and deep expansion joints shall be every twenty (20) feet.

Control joints and expansion joints in all other PCC facilities shall conform to Santa Barbara County Standards.

10-8.14 MEASUREMENT AND PAYMENT

Measurement of concrete items is defined below.

Sidewalk – The limits of the sidewalk area include the match line, the back of the sidewalk, the back of curb, and the score lines up to the top of the curb ramp. The sidewalk area includes the scored lines at the top of the ADA ramps.

Concrete Parking with V-Gutter – The limits of concrete parking with V-gutter shall be the face of concrete curb, the edge of asphalt, and the adjacent concrete curb and gutter.

Cross Gutter, Spandrels, and Street Landing – The limits of cross gutters shall be the length and width of the typical cross gutter detail. The limits of the spandrel shall be the edge of asphalt pavement or cross gutter adjacent to the concrete spandrel and the back of concrete curbs. The limits of the street landing shall be the edge of asphalt pavement and the outside face of the zero-face curb at the bottom landing of the curb ramp. Where a street landing is constructed in a concrete spandrel the street landing shall be considered as paid for the area defined as the concrete spandrel.

Curb & Gutter – Integral curb and gutter will be measured in the flowline.

Curbs – Curbs constructed separately from sidewalk, integral curb & gutters, spandrels, and curb ramps will be measured in the middle of the top of the curb.

Driveway Approaches – Driveway approaches shall be measured from the construction joints at the edge of the sloped driveway approach and the sidewalk and shall include the walk behind the driveway approach and the gutter pan to the pavement edge.

Curb Ramps – The area of curb ramps includes the ramps, landing, truncated domes, retaining curb, and zero-face curb along the face of the bottom landing. The limits of the ramps shall be considered as the inside of the scored lines at the top of the ramps.

ADA Truncated Domes – Truncated domes shall be measured to the outside limits of the total tactile warning surface.

Asphalt and base material required to be removed and replaced in order to facilitate new construction of concrete shall be considered as incorporated into the unit prices for concrete construction and no additional compensation shall be allowed therefor.

Measurement and payment for constructing concrete improvements shall be made on a unit cost basis as identified in the Bid Schedule. This contract unit cost shall be considered full compensation for furnishing all labor, materials, equipment, transportation, and incidentals; and for performing all of the work involved as detailed by the Standard Specifications, the Plans, and the Technical Specifications. No additional compensation will be allowed therefor.

10-9 RELOCATE AND ADJUST EXISTING FACILITIES

10-9.01 DESCRIPTION

This work shall consist of furnishing all labor, equipment, tools, materials and performing all of the work necessary for the relocation or adjustment to grade of the following existing items, in conformance with these specifications and to the satisfaction of the Engineer. This work also includes coordination with utility purveyors for the relocation or adjustment of utility facilities not maintained by the Owner.

10-9.02 SUBMITTALS

- A. Cut Sheet of Concrete Mix
- B. Cut Sheet of Utility Boxes
- C. Cut Sheet of Utility Lids and Frames
- D. Cut Sheet of Sewer Manhole Lids and Frames
- E. Field notes indicating swing tie locations for utilities to be adjusted
- F. Notice of Understanding – Contractor to install New Water Valve Wells Supplied by Others
- G. Inventory of Signs To Be Relocated
- H. Inventory of Landscape Boulders To Be Moved

10-9.03 MATERIALS

- A. CONCRETE – Concrete collar strength shall have a minimum compressive strength of 5,000 psi.
- B. UTILITY BOXES – Boxes shall be H20 traffic-rated concrete boxes.
- C. UTILITY LIDS AND FRAMES – Lids and frames shall be H20 traffic-rated cast iron. All lids shall include the name of the utility forged into center of the lid.
- D. SEWER LIDS AND FRAMES – Lids and frames for sewer manholes shall be South Bay Foundry SBF 1900 CPH type, or approved equal.
- E. WATER VALVE WELLS – Water valve wells shall be Christy G05 boxes and will be supplied by others

All materials shall comply with Santa Barbara County Standards unless otherwise stated.

10-9.03A Material Ownership

Except for materials indicated to remain the Owner's property or materials directed to be salvaged by the City Engineer, removed materials shall become Contractor's property and shall be removed and disposed of pursuant to state laws.

10-9.04 CONSTRUCTION

All water related work shall conform to the State Standard Specifications, the Santa Barbara County Standards, these Technical Specifications, and the plans and details.

Any time water is drained from mains it shall be done into a water truck or into the nearest sanitary sewer. Water shall not be allowed to drain into the street and storm drains. The Contractor may NOT turn water valves. Turning of valves shall be coordinated with the City Engineer.

Within the sidewalk areas, the utility box rim and lid shall be brought up to match the finished concrete elevation.

The surface of the adjusted facilities shall be true to the new concrete or asphalt surface to within a 1/8-inch deviation. This tolerance shall apply in a single direction only, either up or down. In addition, the adjusted facility shall not vary to the high tolerance on one side and the low tolerance on the other (i.e. the total aggregate tolerance on both sides shall be limited to the 1/8 inch variation). This variation shall apply to the adjacent concrete or asphalt around the facility such that neither the concrete paving nor facility vary by more than the stated tolerances.

The Contractor shall notify affected users 48 hours in advance of ANY shut downs.

10-9.04A Sewer Utility Construction

Prior to overlaying existing utilities, the Contractor shall establish swing ties to the manhole lids using markers on public facilities that clearly identify the locations of the existing lids. The location of the swing ties shall be transferred onto an 11x17 set of the construction drawings and submitted to the Owner for review a minimum of five business days prior to paving.

10-9.04B Water Utility Construction

Water valve wells shall be adjusted to match finish grade of new paving.

10-9.04C Coordination of Utility Work

The Contractor shall be responsible to coordinate with the applicable utility purveyors prior to construction so the utility provider can relocate or adjust to grade existing utility pull boxes and vaults, and street lights. It is the responsibility of the Contractor to contact the utility representative adequately ahead of the work so that work is not delayed. The Owner is not responsible for delays resulting from the coordination of work with utility companies.

10-9.04D Sign Construction

Relocation and construction of signs shall comply with Section 56-4, "Roadside Signs" of the Standard Specifications.

10-9.05 MEASUREMENT AND PAYMENT

Measurement and payment for relocation, replacement and adjustment to grade of existing utility fixtures shall be made on a unit cost basis as identified in the Bid Schedule. The contract unit prices shall be considered full compensation for furnishing all labor, materials, equipment, transportation, and incidentals; and for performing all of the work involved as detailed by the Standard Specifications, the Plans, and the Technical Specifications. No additional compensation will be allowed therefor.

All work required to coordinate relocation or adjustment to grade of utility facilities with the appropriate utility purveyors and to prepare the area for such work shall be considered as incorporated in the bid items listed in the bid schedule and no compensation shall be allowed therefor.

Measurement and payment for relocation of signs and landscape boulders shall be made on a unit cost basis as identified in the Bid Schedule. The contract unit prices shall be considered full compensation for furnishing all labor, materials, equipment, transportation, and incidentals; and for performing all of the work involved as detailed by the Standard Specifications, the Plans, and the Technical Specifications. No additional compensation will be allowed therefor.

10-10 STORM DRAIN FACILITIES**10-10.01 DESCRIPTION**

This work shall consist of furnishing all labor, equipment, tools, materials and performing all of the work necessary to modify or construct new storm drainage structures or related facilities in conformance with these specifications and to the satisfaction of the Engineer.

10-10.02 SUBMITTALS

- A. Certificates of compliance for storm drain structures

10-10.03 MATERIALS

- A. Structures – Drainage inlet structures shall be as indicated on the plans, and shall meet the requirements as specified in Section 51 of the Standard Specifications, as indicated in the Plans, and as directed by the Engineer

10-10.04**CONSTRUCTION****10-10.04A Demolition**

The Contractor shall pothole the utilities as identified on the plans prior to performing trenching and excavating. The Contractor shall notify the Engineer of underground conflicts encountered that are not identified on the plans prior to continuing with trenching and excavation.

The Contractor shall demolish and remove existing asphalt pavement, base, and native subbase as necessary to install the new structures.

Existing pipes to be abandoned shall be filled with cement slurry. If removal of existing pipes is preferred, the void shall be filled with aggregate base and compacted to 95% relative compaction in maximum eight inch lifts.

For modifications to existing concrete drainage structures, sawcut and remove all portions of concrete and steel as necessary to modify the drainage inlet per the project plans.

10-10.04B Sheeting and Shoring

Support for the adjacent, existing pavement structure shall be provided as required to protect the excavation from sidewall failure, to protect workmen, and to comply with all state and federal regulations. If proper support is not provided resulting in a failure of the excavation wall or adjacent pavement, it shall be repaired as directed by the Engineer at the Contractor's expense and at no additional cost to the Owner.

10-10.04C Structures

The construction or modification of drainage structures shall conform to the provisions of Section 51 of the Standard Specifications, the Santa Barbara County Standards, the project plans, and as directed by the Engineer.

10-10.04D Connecting New and Existing Facilities

Where existing storm drain pipe is to connect to a new storm drain inlet, the existing storm drain pipe shall be removed in such a way to protect as much pipe as needed per the project plans.

The new drainage structure shall be installed to allow the pipe to be inserted with elastomeric ring-seal through the opening flush with the inside wall and the opening around the pipe shall be packed with a stiff mix of cement mortar, thoroughly compacted to form a watertight connection. The mortar shall be finished smooth and flush with the interior surface of the manhole.

The Contractor shall remove and dispose of all debris and shall thoroughly clean the inlet prior to connecting storm drain pipe to the drainage structure.

10-10.05 MEASUREMENT AND PAYMENT

The contract unit prices shall be considered full compensation for furnishing all labor, materials, equipment, transportation, and incidentals; and for performing all of the work involved as detailed by the Standard Specifications, the project plans, and these Technical Specifications. No additional compensation will be allowed therefor.

All trenching, shoring, removal of existing pipes or structures, excavation and backfill materials required for installation, placement of low strength slurry, demolition of new asphalt pavement, raising utility frames and lids, and constructing concrete shall be considered as incorporated in the bid items listed in the bid schedule and no additional compensation shall be allowed therefor.

Construction of storm drain inlet concrete gutter transition “wings” and curbs shall be included in the unit price paid for the construction of storm drain inlets, and no additional payment shall be made therefor.

10-11 TRAFFIC STRIPING, MARKINGS, AND RAISED PAVEMENT MARKERS

10-11.01 DESCRIPTION

Painted traffic stripes (traffic lines) and pavement markings shall be 3 coats and shall conform to Section 84-1, "General" and 84-3, "Painted Traffic Stripes and Pavement Markings", of the Standard Specifications and these Technical Specifications. Road Signs shall conform to Section 56-4, "Roadside Signs". Paint for concrete curb shall conform to Section 73-4, "Textured Concrete and Colored Concrete Surfaces", of the Standard Specifications and these Technical Specifications.

10-11.02 SUBMITTALS

- A. Certificate of Compliance for each color of paint
- B. Certificate of Compliance for Glass Beads
- C. Cut Sheet for Temporary Pavement Markers
- D. Cut Sheet for Road Markers
- E. Pre-Construction Existing Striping Plan
- F. Cut Sheet for Red Curb Paint

10-11.03 MATERIALS

10-11.03A Paint

Paint for traffic stripes and pavement markings shall comply with Section 84-3 of the Standard Specifications. Paint for concrete curb shall comply with Section 73-4.02 of the Standard Specifications.

The use of either water or solvent-based paint will be determined by the Engineer according to the time of year and air pollution control requirements.

Paint shall be used at its manufactured consistency.

10-11.04 CONSTRUCTION

All construction shall conform to the respective provisions of the Standard Specifications, manufacturer's installation requirements, and the Technical Specifications.

10-11.05 EXISTING STRIPING AND MARKINGS:

In areas adjacent to the reconstructed surfacing where existing striping must be changed to conform to a revised striping pattern, conflicting striping shall be removed by sand blasting, grinding, or other methods as specified in the Standard Specifications or by the Engineer.

In areas to be slurry sealed, the contractor shall remove all existing thermoplastic striping by sand blasting, grinding, or other methods as specified in the Standard Specifications or by the Engineer.

The Contractor shall replace all striping which has been damaged or obliterated by or during the work and extending a minimum of fifteen feet beyond the limits of work. The material used shall be equivalent to the existing material removed during construction operations; thermoplastic material shall be used to replace pre-existing thermoplastic striping and traffic paint shall be used to replace pre-existing traffic paint striping.

When the Contractor's work removes or reduces the visual appearance of a lane or centerline, the Contractor shall replace all striping between the adjacent intersections in both directions. Where a median exists, this work will be required only in the roadway where the work has occurred, unless a detour which altered the pavement markings occurred in the other roadway. In such cases, the striping will be replaced in both directions.

10-11.06 LAYOUT FOR TEMPORARY AND PERMANENT STRIPING

The alignment and layout of traffic stripes shall conform to Subsection 84-1.02, "Traffic Stripes and Pavement Markings", of the Standard Specifications.

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

All alignments and layout measurements, and other work necessary to locate and replace traffic stripes and pavement markings shall be performed by the Contractor. 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 or thermoplastic 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 City 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 CA MUTCD by cat tracking with painted marks. This shall occur no later than 2 hours behind the final surface course paving operation.

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

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

Prior to application of permanent striping and markers, the Contractor shall call for review and approval of the proposed striping by the Owner's Traffic Engineer or agent. The Owner 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 Owner.

10-11.07 TEMPORARY PAVEMENT MARKERS

The Contractor shall use temporary pavement markers or paint to replace destroyed striping, legends, or edge lines. Temporary pavement markers shall be of such material that will provide adequate notice to vehicles during day and night driving. All markers shall be reflectorized on at least one side. The adhesive on the bottom of the markers shall adhere to existing and new paving surfaces.

Temporary pavement markers shall be placed in ten feet intervals for edge and centerline stripes. For stop bars and transverse stripes the temporary pavement markers shall be placed continuously edge-to-edge without spacing. **Temporary pavement markers shall be at least 90% retained for 30 calendar days from the last day of construction. If greater than 10% of the temporary pavement markers become loose, disturbed, or otherwise do not perform as temporary traffic markings within the 30 calendar day period, the Contractor shall reapply new temporary pavement markers to match the original 100% placement.**

10-11.08 SCHEDULE

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

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

Failure to comply with these requirements shall result in a liquidated damage of \$1,000 per day for each street that has not received permanent installation of the required raised pavement markers, traffic striping, and markings.

10-11.09 PAVEMENT STENCILS

The Contractor shall use stencils that conform to Caltrans Standard Plans and Details.

10-11.10 REFLECTIVE AND RAISED PAVEMENT MARKERS

Installation of both reflective and raised pavement markers shall conform to the provisions of Section 85 of the Standard Specifications. Pavement markers shall be placed in the same pattern and locations as they were previously, except as shown on the plans or modified herein.

10-11.11 PAVEMENT MARKERS

Pavement markers shall be placed to the line established by the Contractor and approved by the Engineer, which will consist of temporary painted line or new or existing stripes one for each line of markers.

All additional work necessary to establish satisfactory lines for markers shall be performed by the Contractor.

Subsection 9-1.06B, "Increases of More Than 25 Percent" and subsection 9-1.06C, "Decreases of More than 25 Percent" shall not apply to the bid items related to pavement markers.

At the option of the Contractor, a hot melt bituminous adhesive may be used to cement the markers to the pavement instead of the Rapid Set Type or Standard Set Type epoxy adhesive specified in 85-1.06, "Placement," of the Standard Specifications. Bituminous adhesive material shall conform to the following:

| Specification | ASTM | Requirement |
|---|--------|-------------|
| Flash Point, COC, °F | D 92 | 550 Min. |
| Softening Point, °F | D 36 | 200 Min. |
| Brookfield Thermosel Viscosity, Centipoise, No. 27 Spindle, 20 RPM, 400°F | D 4402 | 3,000-6,000 |
| Penetration dmm, 100g, 55 seconds, 77°F | D 5 | 10 - 20 |
| Filler Cement, percent by weight (Insoluble in 1,1,1 Trichloroethane) | D 2371 | 65 - 75 |

Filler material used in bituminous adhesive shall be Type PC, Grade III, calcium carbonate conforming to ASTM D1199, and shall conform to the following gradation:

| Sieve Size | Percent Passing |
|------------|-----------------|
| No. 100 | 100 |
| No. 200 | 95 |
| No. 325 | 75 |

Bituminous adhesive shall be heated indirectly in an applicator with continuous agitation or recirculation. Bituminous adhesive shall not be heated above the maximum safe heating temperature recommended by the manufacturer and shall not be applied at temperatures greater than 425°F. nor less than 375°F.

Immediately after application of the adhesive, pavement markers shall be placed in position and pressure applied until firm contact is made with the pavement.

Placement of pavement markers using bituminous adhesive shall conform to the requirements of the third, fourth, ninth and tenth paragraphs in said Section 85-1.06 of the Standard Specifications, except as follows:

Markers shall not be placed when the pavement or air temperature is 50°F or less. Blast cleaning shall be required.

10-11.12 ROAD MARKERS

Install the road markers pursuant to the manufacturer's recommendations. Road markers shall be installed plumb on all sides and spaced as directed by the Engineer. Retroreflective decal shall face oncoming traffic.

10-11.13 MEASUREMENT AND PAYMENT

The contract unit prices shall be considered full compensation for furnishing all labor, materials, equipment, transportation, and incidentals; and for performing all of the work involved as detailed by the Standard Specifications, the Technical Specifications, and the Plans. No additional compensation will be allowed therefor.

10-12 SHOULDER BACKING

10-12.01 DESCRIPTION

This work shall consist of scarifying the existing shoulder material and placing additional material to bring the shoulder up to the new pavement surface.

All such work shall conform to the applicable provisions of the State of California, Department of Transportation, Standard Specifications (Caltrans); these Technical Specifications; the plans and typical sections; and as directed by the Engineer.

10-12.02 SUBMITTALS

- A. Aggregate Certificate of Compliance

10-12.03 MATERIALS

Material for shoulder backing shall be crushed Class 2 aggregate base and shall conform to Section 26 of the Standard Specifications. All grindings larger than two inches shall be removed from the surface of the completed shoulder backing.

10-12.04 CONSTRUCTION

10-12.04A Installation

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

10-12.04B Drainage Patterns

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

10-12.05 SCHEDULE

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

10-12.06 MEASUREMENT AND PAYMENT

Furnishing all labor, equipment, and materials to perform the work specified in this section of the Technical Specifications shall be considered as incorporated in the bid items listed in the bid schedule and no additional compensation shall be allowed therefor.

10-13 SURVEYING

10-13.01 DESCRIPTION

The Contractor shall be responsible for performing any required research to determine if any survey monuments will be affected by any of the work performed during the duration of the project. Surveying services performed by a licensed Land Surveyor shall be subcontracted by the Contractor and will not be provided by the Owner. The Contractor shall supply all materials for the construction of new monuments in wells and surface monuments. Monument perpetuation shall be performed pursuant to California Business and Professions Code 8771. All work related to monuments shall comply with the requirements of Section 81, "Monuments" of the Standard Specifications.

10-13.02 SUBMITTALS

- A. Monument Research and Report
- B. Monument Well Cut Sheet as required by the Owner
- C. Monument Research Report as required by the Owner
- D. Pre-Construction Corner Records or Records of Survey as required by the Owner
- E. Post-Construction Corner Records or Records of Survey as required by the Owner

10-13.03 MATERIALS

- A. Concrete – Concrete collar strength shall have a minimum compressive strength of 5,000 psi.
- B. Monument Wells – Well boxes shall be H20 traffic-rated concrete boxes.

All materials shall comply with Santa Barbara County Standards.

10-13.04 EXECUTION

All survey services shall be performed under the direct supervision of a licensed land surveyor in the State of California.

The Surveyor shall perform initial monument research to identify the monuments that may be disturbed during construction activities. A report of monuments shall be provided to the Owner for review. The report shall include 11x17 copies of historical maps and records highlighting monument locations in and adjacent to the work limits. The report shall also include approximate locations of monuments hand drawn on 11x17 copies of the construction drawings. The final quantity for bid items to install new monuments in wells, new surface monuments, and adjusting monument wells shall be determined by the Engineer and Surveyor upon review the monument research report.

Prior to performing construction activities, all monuments within the project limits that have the potential to be disturbed during construction shall be surveyed and adequate reference be set in order to facilitate the re-establishment of the original monument locations. Construction activities shall be performed only after the pre-construction survey is completed.

Upon completion of the construction activities, the Surveyor shall perform a post-construction survey to verify the existing monuments were not disturbed by the Contractor's construction operations. If, during the post-construction survey, the surveyor determines an existing monument was disturbed by the Contractor's operations the Contractor shall remove and reconstruct a new

monument and re-establish the monument at the Contractor's expense and at no cost to the Owner. Also, after completion of construction activities, the Surveyor shall provide construction staking to facilitate the construction of new monuments in wells.

The surveyor shall punch the new brass caps and set surface monuments for the monuments identified on the construction drawings and as determined by the Engineer and Surveyor during the monument research scope of work. A surface monument shall be defined as a permanent monument set in the surface of new construction to perpetuate the location of a monument. The material used to construct a surface monument shall be determined by the surveyor

Corner records and records of survey shall be provided to the County Surveyor only for monuments that were re-established during construction. Re-establishment includes construction of new monuments in wells, new surface monuments, and new construction of monuments that were disturbed by the Contractor's operations. Corner records and records of survey submitted to the County Surveyor shall include pre-construction and post-construction records. Other monuments in or adjacent to the project area which were not disturbed do not require corner records or records of survey to be submitted to the County Surveyor. Costs for preparing and submitting corner records or records of survey for monuments disturbed by the Contractor's operations shall be at the Contractor's expense and at no cost to the Owner.

The Contractor and Surveyor shall be solely responsible for the accuracy and perpetuation of the monuments. The Engineer, Owner, or its representatives shall not be liable for the accuracy or perpetuation of the monuments.

10-13.05 MEASUREMENT AND PAYMENT

Measurement and payment for monument research and reporting, adjusting monument wells, constructing new monuments in wells, and constructing new surface monuments shall be made on a unit cost basis as identified in the Bid Schedule. The contract unit prices shall be considered full compensation for furnishing all labor, materials, equipment, transportation, and incidentals, and for performing all of the work involved as detailed by the Standard Specifications, the Plans, and the Technical Specifications. No additional compensation will be allowed therefor.

10-14 REPAIR UNSTABLE SUBGRADE

10-14.01 DESCRIPTION

The work in this section shall consist of all labor, materials, tools, equipment, transportation, and incidentals necessary to repair unstable subgrade encountered during construction activities. This specification section addresses one of many approaches to stabilize wet or “pumping” subgrade. The intention of this section is to receive pricing for the approach as detailed below. During construction alternative approaches may be considered by the Owner or its representative.

10-14.02 CONSTRUCTION

If unstable subgrade is encountered the Contractor shall remove six (6) inches of the unstable subgrade below the bottom elevation of the designed structural section and dispose. The unstable soil shall be ripped, scarified, and allowed to dry for a minimum of eighteen (18) hours. After the material has dried it shall be lightly graded to a uniform plane. If the material remains unstable the Contractor shall allow it to dry for another minimum of eighteen (18) hours. After the material has dried again the Contractor shall pave a single six-inch lift across the unstable soil. The Contractor shall make a single pass with a static steel roller over the six-inch lift. The asphalt material shall be allowed to cure for a minimum of eighteen (18) hours. After the material has cooled the Contractor shall proceed with the original construction as designed.

10-14.03 MEASUREMENT AND PAYMENT

Measurement and payment for repairing unstable subgrade shall be made on a unit cost basis as identified in the Bid Schedule. This contract unit cost shall be considered full compensation for furnishing all labor, materials, equipment, transportation, and incidentals; and for performing all of the work involved as detailed by the Standard Specifications, the Plans, and the Technical Specifications. No additional compensation will be allowed therefor. If unstable subgrade is not encountered, no compensation for this bid item will be paid to the Contractor.

10-15 SLURRY SEAL

10-15.01 DESCRIPTION

The work in this section shall consist of mixing asphaltic emulsion, aggregate, set-control additives, and water and spreading the mixture on a surfacing or pavement where shown on the plans and as directed by the Engineer, and shall conform to Section 37-3, "Slurry Seal and Micro-Surfacing," of the Standard Specifications.

10-15.02 SUBMITTALS

- A. Slurry Seal Mix Design shall conform to Section 37-3.01C(2) of the Standard Specifications.
- B. Truck Calibrations
- C. Slurry Seal Certificate of Compliance

10-15.03 MATERIALS

The materials for slurry seal immediately prior to mixing shall conform to the following requirements:

- A. ASPHALTIC EMULSION – Grade QS1h anionic or Grade CQS1h cationic are acceptable for the Slurry Seal. Polymer Modified Asphaltic Emulsion is an acceptable alternative. The asphaltic emulsion shall conform to Section 37-3.02B(3), "Asphaltic Emulsion," of the Standard Specifications.
- B. AGGREGATE – Aggregate used for Slurry Seal or Micro-surfacing shall be Type II and shall conform to Section 37-3.02B(2), "Aggregate," of the Standard Specifications. All aggregate shall be one hundred percent (100%) crushed material.
- C. WATER – Water must not allow separation of the asphaltic emulsion from the emulsion before placing the slurry seal.
- D. MINERAL FILLER – Portland cement used as mineral filler shall be any combination of Type I, Type II, or Type III cement. 0.5% to 1.25% allowed.
- E. LATEX – 2.5% latex by weight of asphalt emulsion shall be included.

10-15.04 CONSTRUCTION

10-15.04A Mix Design

The Contractor shall submit the mix designs for Slurry Seal at the pre-construction meeting to the Engineer for approval conforming to section 37-3.01D(4), "Mix Design," of the Standard Specifications. The mix design shall include the laboratory test reports and the mix design covering the specific materials to be used on the project. The mix design shall also indicate the expected percentage of asphalt emulsion based on the dry weight of aggregate.

10-15.04B Proportioning

The Contractor shall conform to Section 37-3.03B, "Proportioning," of the Standard Specifications. Only Type II aggregate shall be used on this project and no substitutions will be allowed. The percent of emulsion to aggregate shall be 16% ± 0.5% of dry weight of aggregate.

10-15.04C Preparation

Immediately prior to applying slurry seal, the Contractor shall clean surface of loose materials, vegetation, oil spots, and all other objectionable materials. Power brooms, street sweepers, power blowers, air compressors, water flushing equipment, and hand brooms are acceptable for cleaning existing asphalt surfaces. Pavement repairs shall conform to Section 10-7, "Hot Mix Asphalt (HMA)," of these Special Provisions.

The Contractor shall tie off survey monuments, manholes, water valves, and all other utilities prior to applying the slurry seal. The contractor shall also protect all drainage inlets and concrete edges.

The Contractor is also responsible to prune any trees that will be disturbed by the mixing trucks. All branches greater than two inches in diameter or any other overhead obstructions shall be reported to the Engineer in writing at least 72 hours in advance. No compensation for delays will be awarded to the Contractor if insufficient notice is given.

All raised pavement markers shall be removed prior to slurry seal or micro-surfacing as approved by the Engineer.

10-15.04D Mixing and Spreading Equipment

Equipment used to apply slurry seal shall conform to Sections 37-3.03C(4), "Slurry Seal Equipment," of the Standard Specifications, however, a minimum of three mixers of twelve (12) cubic yards or greater capacity are to be used.

Slurry seal shall be rolled with a minimum six-ton roller to maximum twelve-ton roller with a minimum contact pressure of forty (40) psi after emulsion has broken. The rollers shall be onsite prior to applying seal. All slurry seal shall be rolled a minimum of three passes with the pneumatic rollers prior to opening the streets to public traffic.

The Contractor shall allow the Engineer or Inspector access to the equipment prior to beginning work each day to confirm gate openings and other necessary inspection requirements.

10-15.04E Application

The Contractor shall allow at least three calendar days for cure time on the chip seal prior to applying slurry seal.

The Contractor shall place the slurry seal in accordance to Section 37-3.03, "Construction," of the Standard Specifications. The application rate shall be sufficient to provide a minimum 3/32-inch thickness of slurry seal. All edges shall be controlled using building paper.

The Contractor shall exercise care to prevent spillage of slurry seal material on concrete surfaces. All surfaces not designated to be sealed shall be cleaned immediately before sealing any more streets. Designated portions of the street will be slurry sealed from edge of pavement to edge of pavement and no overlap on concrete shall be permitted.

Sufficient tools and labor are required to remove spillage of seal material. Bumps or ridges on the finished surface shall not be permitted. The mixture shall be uniform and homogenous after spreading and shall not permit separation of aggregate and emulsion. Any areas of "washboarding" shall be corrected by applying an additional coat(s) at no additional cost to the Owner. Twenty-four (24) hours are required between additional applications of slurry seal. If a second application of slurry seal is required over a chip seal, a twenty-four (24) hour time period is required between applications.

No placing of slurry seal or micro-surfacing shall be permitted after 1400 hours each day.

At the end of each day the following requirements shall be met:

1. All sealed pavement surfaces shall be properly cleaned and no residual wet seal shall remain on streets that may be tracked.
2. All traffic control shall be opened to all traffic.
3. Delivery tickets, samples, and certificates of compliance shall be submitted to the Engineer no later than 1700 hours.
4. Complete daily production records with calculated quantities and spread rates shall be submitted to the Engineer no later than 1700 hours.
5. All spillage and overlap of seal on concrete or utility lids is sufficiently cleaned to the Engineer's satisfaction.

Street sweeping of all sealed pavement surfaces shall be performed in accordance to the following schedule.

1. Initial sweep shall be performed no earlier than seven (7) calendar days and no later than fourteen (14) calendar days after seal has been placed.
2. Final sweep shall be performed no earlier than twenty-eight (28) calendar days and no later than thirty-five (35) calendar days after seal has been placed.

10-15.05 QUALITY CONTROL

Trucks shall be calibrated within 30 miles from City Hall and witnessed by the Engineer. Trucks not calibrated shall not be allowed to perform work. The Contractor shall provide notice of calibration date and time to the Engineer a minimum of three business days prior to calibration.

The Contractor shall provide samples of virgin oil, aggregate, cement filler, and latex in an appropriate container to the Engineer upon request. The Contractor shall also provide samples of the mixed slurry seal in an appropriate container to the Engineer upon request.

All slurry trucks shall have functioning counters that can be read by the Engineer. Trucks without functioning counters will not be allowed to be used.

The Contractor shall allow the Engineer access to inspect the slurry trucks at any time to view the settings on the mix trucks. No delay time will be granted to the Contractor for claims or delays relating to inspection of the equipment at any time during the work.

10-15.06 MEASUREMENT AND PAYMENT

The contract unit prices shall be considered full compensation for furnishing all labor, materials, equipment, transportation, and incidentals; and for performing all of the work involved as detailed by the Standard Specifications, the Plans, and the Technical Specifications. No additional compensation will be allowed therefor. Slurry Seal is measured by combining the weight of the aggregate and asphaltic emulsion in pounds and dividing by 2,000 pounds per ton. The weight of added water and set-control additives are not measured for payment. Payment deductions shall be applied as outlined in Section 37-3.04, "Payment," of the Standard Specifications. The weight of remaining unused aggregate and oil remaining on site will not be included in the weight of the slurry seal to be paid for.

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APPENDICES

1. SAMPLE NOTIFICATIONS

APPENDIX 1

SAMPLE NOTIFICATIONS

City of Goleta
Notice to Area
Businesses, 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 Enter Project information s in your neighborhood as part of the City's Ward Drive Class II Bike Lanes 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. However, parking restrictions will be necessary and will be posted a minimum of 72-hours in advance 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: _____

ENGLISH AND SPANISH TRANSLATIONS