# **CITY OF GOLETA**



# CONTRACT BIDDING DOCUMENTS SPECIFICATIONS AND STANDARD DRAWINGS

# FOR THE

# RECTANGULAR RAPID FLASHING BEACON (RRFB) IMPROVEMENTS AT SCHOOL CROSSWALKS PROJECT

PROJECT NO. 9088

By Charles W Ebeling
Charles W. Ebeling,
Public Works Director

Project Number: 9088

Bid Number: Bid Opening: April 15, 2021 @ 3:00 P.M.

For use with Greenbook Standard Specifications and Standard Plans 2018 Edition (including applicable amendments)



## **TABLE OF CONTENTS**

This contract shall be in conformance with the Standard Specification for Public Works Construction, 2018 Edition (SSPWS or Greenbook 2018) (including amendments current as of the date of the Notice Inviting Sealed Bids, which are incorporated by reference) and supplements with CALTRANS STANDARD SPECIFICATIONS, 2015 EDITION

# **SECTION**

A.	NOTICE INVITING SEALED BIDS	A-1
В.	BIDDING INSTRUCTIONS	B-1
	ATTACHMENT A TO BIDDING INSTRUCTIONS – EQUAL SUBSTITUTION REQUEST FORM	B-11
C.	PROPOSAL	
	BIDDING SHEET	
D.	CONTRACT	D-1
	1. CONTRACT	D-1
	2. PERFORMANCE BOND FORM	D-19
	3. PAYMENT BOND FORM	D-23
E.	CITY GENERAL PROVISIONS	E-1
ST	ANDARD SPECIFICATIONS	E-1
	Section 1 – No Changes	E-1
	Section 2 – Scope of the Work	
	Section 3 – Control of the Work	E-2
	Section 4 – Control of Materials	E-3
	Section 5 – Legal Relations and Responsibilities	E-4
	Section 6 – Prosecution and Progress	E-6

	Section 7 – Measurement and Payment	E-8
	Progress Payment Request Form	E-10
	Progress Payment Request – Detail Form	E-12
	Quantity Change Verification Form	E-13
	Final Release Payment Form	E-15
	Post-Construction Waste Reduction & Recycling Summary Report Form	E-17
	Acknowledgement of Final Closeout and Release of Claims Form	E-19
	Section 8 – No Changes	E-25
	Section 9 – Claim Resolution Process	E-25
	Section 10 – Potential Claims and Dispute Resolution	E-25
F.	CITY SPECIAL PROVISIONS	F-1
ΑP	PENDICES	

# A. Standards

- 1. City of Goleta Standards / County of Santa Barbara Standard Plans
- 2. Green Book Standard Plans
- 3. Caltrans Standard Plans
- 4. Sample Door Hanger
- 5. Temporary No Parking Sign
- B. Water Pollution Control Plan (WPCP)
- C. Prevailing Wage Rates
- D. School Zone Work Hour Restriction Map

# SECTION A NOTICE INVITING SEALED BIDS

# NOTICE INVITING SEALED BIDS FOR THE RECTANGULAR RAPID FLASHING BEACON (RRFB) IMPROVEMENTS AT SCHOOL CROSSWALKS 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 via electronic transmission on the City of Goleta PlanetBids portal site, **until 3:00 P.M., April 15, 2021**, and will be publicly opened and posted promptly thereafter. Copies of the Contract Documents and Specifications are available from the CITY, 130 Cremona Drive, Suite B, Goleta, California 93117 upon payment of a \$50.00 non-refundable fee if picked up, or payment of a \$60.00 non-refundable fee, if mailed or no payment to CITY if obtained at the CITY website at <a href="http://www.cityofgoleta.org/i-want-to/view/city-bid-opportunities">http://www.cityofgoleta.org/i-want-to/view/city-bid-opportunities</a>.

The work includes all labor, material, supervision, plant and equipment necessary to construct and deliver a finished Rectangular Rapid Flashing Beacon (RRFB) Improvements at School Crosswalks Project. Work includes installation of Rectangular Rapid Flashing Beacons, and associated improvements including paving, sidewalk, curb, gutter, ADA access ramps, signage, striping, and pavement markings per the project plans and specifications at three intersections within the City of Goleta, CA. The contract period is Twenty (20) Working Days for the Base Bid, an additional Ten (10) Working Days for Bid Alternate "A", and an additional Ten (10) Working Days for Bid Alternate "B".

A Pre-Bid Meeting is not scheduled for this project.

Bidders must be registered on the City of Goleta's PlanetBids portal in order to receive addendum notifications and to submit a bid. Go to PlanetBids for bid results and awards. It is the responsibility of the bidder to submit the bid with sufficient time to be received by PlanetBids prior to the bid opening date and time. Allow time for technical difficulties, uploading, and unexpected delays. Late or incomplete bids will not be accepted.

The bid must be accompanied by a bid security in the form of a money order, a 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 annual bid amount included with their proposals as required by California law.

Note: All bids must be accompanied by a scanned copy of the bid security uploaded to PlanetBids. The original security of the three (3) lowest bidders must be mailed or submitted to the office of the City Clerk at 130 Cremona Drive, Suite B, Goleta, California 93117, in a sealed envelope and be received or postmarked within three (3) City business days after the bid due date and time for the bid to be considered. The sealed envelope should be plainly marked on the outside, "SEALED BID SECURITY FOR RRFB IMPROVEMENTS AT SCHOOL CROSSWALKS (PROJECT NO. 9088)."

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

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

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

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

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 (<a href="www.cityofgoleta.org">www.cityofgoleta.org</a>).

For information relating to the details of this Project and bidding requirements contact Michael Winnewisser in writing at mwinnewisser@cityofgoleta.org.

	CITY OF GOLETA
	Deborah S. Lopez, City Clerk
Published:	

Santa Barbara Independent: March 18, 2021 and April 1, 2021

# SECTION B BIDDING INSTRUCTIONS

- **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/Contract Documents" means the Contract, Addenda, Notice Inviting Sealed Bids, bidding instructions, Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Completion) when attached as an exhibit to the Contract, the Bonds, permits from jurisdictional regulatory agencies, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Change Orders, and Supplemental Agreements.
  - 1.6 "Contract Price" means the total aggregate amount, including alternates, 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, subject to adjustment for variances in quantities and changes pursuant to Change Orders executed in accordance with the Contract Documents.
  - 1.7 "Inspector" means the person designated by the engineer to ensure specification compliance.
  - 1.8 "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.
  - "Unit or Contract Unit Price" means an amount entered in the bid by bidder or a "Contract Item" price established by the City in the bid, as a price per unit of measurement for payment for materials, equipment or services including taxes, supervision, overhead and profit for a portion of the work described in the Contract Documents.

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

- 2.1 Bidder has read, understood, and made the bid pursuant to the requirements in the Contract Documents.
- 2.2 The Bidder, at its sole cost and expense, has carefully examined the Contract Documents and visited the Project site to become fully acquainted with the local site conditions affecting the Work to be performed including transportation, disposal, handling, and storage of materials.
- 2.3 The bid and the Contract Unit Prices bid are based upon the labor, materials, equipment, and systems required by the Contract Documents.
- Bidder and all subcontractors, regardless of tier, have the appropriate registrations and current licenses issued by the State of California Contractor's State License Board and Department of Industrial Relations (DIR) for the Work to be performed. If bidder is a joint venture, the bidder will have a joint venture license appropriate for the performance of the Work, and each member of the joint venture will likewise have the appropriate license. Business and professions code §§ 7000-7191 establish licensing requirements for contractors. If a bidder, that is a specialty contractor, submits a bid involving 3 or more specialized building trades, the Work of which is more than incidental and supplemental to the performance of the Work for which bidder holds a specialty contractor license, bidder must also hold either (1) a specialty contractor "C" license in each such trade or (2) a general engineering contractor "A" license. This requirement is applicable whether or not bidder lists a subcontractor for each such trade.
- 2.5 Bidder shall have the expertise, including the Responsible Managing Officer (RMO) for the Contractor Company, demonstrating a minimum of three (3) years' experience successfully performing projects of the same type, magnitude, and character of the work bid, and financial capacity to perform and complete all obligations under the Contract Documents
- 2.6 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 identified as the apparent lowest responsible bidder, would be required to pay City business license fee(s).
- 2.7 Bidder is aware of and, if awarded the contract, will comply with legal requirements in its performance of the work.
- 2.8 Bidder has familiarized itself with the staging and material storage constraints of the Project site and surrounding buildings and will confine its staging and storage operations to approved areas.
- 2.9 Bidder will coordinate its construction activities with the other contractors and utility companies performing work on the Project site, if any, including, but not limited to, any separate contractor retained by the City.

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

### 3. CONTRACT DOCUMENTS.

- 3.1. Bidders may obtain complete sets of the Contract Documents from PlanetBids, the City of Goleta website, or the City's Public Works Department for the sum stated in the notice inviting sealed bids.
- 3.2. Bidders will use a complete set of Contract Documents in preparing bids.
- 3.3. The City makes copies of the Contract Documents available, on the above terms, for the sole purpose of obtaining bids for the Work and does not confer a license or grant permission for any other use of the Contract Documents.
- 3.4. The City does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading, or printing of the Bidding Documents.

#### 4. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.

- 4.1. Before submitting its bid, bidder will carefully study and compare the various documents comprising the Contract Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the bid is submitted; will examine the project site, the conditions under which the Work is to be performed, and the local conditions; and will at once report to the City's representative errors, inconsistencies, or ambiguities discovered. The drawings and specifications contained in these Contract Documents do not constitute a representation or warranty that any conditions shown therein actually exist. All soil and test hole data, groundwater elevations, and soil analyses shown on the Plans or included in the Special Provisions apply only at the location of the test holes and to the depths indicated.
- 4.2. Bidder requests for clarification or interpretation of the Contract Documents will be addressed to the City's representative at least five (5) calendar days before the bid deadline.
- 4.3. Clarifications, interpretations, corrections, and changes to the Contract Documents will only be made by addenda. Purported clarifications, interpretations, corrections, and changes to the Contract Documents made in any other manner will not be binding and bidders will not rely upon them.
- **5. PRODUCT SUBSTITUTIONS.** No requests for product substitutions will be considered before award of contract unless requested through the Request for Information

(RFI) process so that all bidders will be informed. Bidders wishing to obtain authorization for an or equal substitution of an equivalent material, product or equipment, shall submit all requests for or equal substitution using the form included as **Attachment A** to these Bidding Instructions, together with data substantiating Bidder's representation that the non-specified item is of equal quality to the item. Requests for product substitutions not handled through the RFI process will only be considered after award of the contract and in the manner provided for in the contract documents. Authorization of an equal substitution of equivalent materials is solely within the discretion of the City and, if given, shall be made by Addendum or Change Order issued by the City. Bids shall not be based on any or equal substitution request that has not been authorized in writing by City Addendum. In the absence of a written Addendum authorizing a pre-Bid or equal substitution request, the request shall be deemed denied

### 6. SUBCONTRACTORS.

- 6.1. Each bidder will list in the bid form all first-tier subcontractors that will perform work, labor or render such services in excess of ½ of one percent of the total bid of the total bid or \$10,000, whichever is greater. The bid form contains spaces for the following information when listing subcontractors: (1) work activity; (2) name of subcontractor; (3) city of subcontractor's business location; (4) California contractor's license number, and (5) DIR public works contractor registration number. An inadvertent error in listing the California contractor's license number or public works contractor registration number shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor's license number is submitted to the City by the Bidder within 24 hours after the bid opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor. Failure to list any of these other items on the bid form will result in the City treating the bid as if no subcontractor was listed for the work and that bidder represents to the City that it is fully qualified to perform that portion of the Work and will so perform such Work.
- 6.2. Substitution of subcontractors after the bid deadline who are listed in the bid form will only be allowed with the City's written consent and in accordance with California law.

#### 7. ADDENDA.

- 7.1. Before the Bid Deadline, the City may modify the Work, the Bidding Documents or any portion(s) thereof by the issuance of written addenda. Addenda will be in writing and issued only by the City.
- 7.2. Bidders must be registered on the City's PlanetBids portal to receive addendum notifications. Addenda will be posted on the PlanetBids portal.
- 7.3. Copies of addenda will be made available for inspection at the City's Public Works Department.
- 7.4. The City will issue addenda so that they are received by prospective bidders not less than three (3) business days before the bid deadline. Addenda that withdraw

the request for bids or postpone the bid deadline may be issued any time before the bid deadline.

7.5. Each bidder is responsible for ensuring that it has received all issued addenda before submitting a bid. All bidders are required to acknowledge and confirm receipt of each and every addendum on PlanetBids. Failure to acknowledge all Addenda may result in a Bid being deemed nonresponsive and not eligible for award of the Contract.

### 8. NOT USED

### 9. FORM AND STYLE OF BIDS.

- 9.1. Bids will be submitted on the bid form included with the Contract Documents. Bids not submitted on the City's bid form will be rejected. All blanks on the bid form will be filled in legibly.
- 9.2. Bidder's failure to submit a price for any alternate or unit price will result in the bid being considered as non-responsive. If alternates are called for and no change in the lump sum base bid is required, enter "no change."
- 9.3. Each bidder must fill out the "bidders statement of past contract disqualifications" form stating any and all instances of contract disqualifications due to a violation of a law or safety regulation. The bidder must explain the circumstances of each disqualification.
- 9.4. Bidder will make no stipulations on the bid form nor qualify the bid in any manner.
- 9.5. The bids will be based upon full completion of all the Work as shown on the plans and specifications. It is expressly understood that the plans are drawn with as much accuracy as is possible in advance, but should errors, omissions or discrepancies exist in the plans which show conditions that vary from those encountered in construction, the bidder (if awarded the contract) specifically agrees to construct a completed Work ready for the use and in the manner which is intended.
- 9.6. The bid form will be signed by a person or persons legally authorized to bind bidder to a contract. Bidder's representative will sign and date the declaration of eligibility to contract included in the bid form. Failure to sign and date the declaration will cause the bid to be rejected.

#### 10.BID SECURITY.

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

All bids must be accompanied by a scanned copy of the bid security uploaded to PlanetBids. The original security of the three (3) apparent lowest bidders must be

mailed to the office of the City Clerk at 130 Cremona Drive, Suite B, Goleta, California 93117, in a sealed envelope and be received within three (3) City business days of the bid due date and time for the bid to be considered. The sealed envelope should be plainly marked on the outside identifying the names as shown in the notice inviting sealed bids.

- 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 submitted via electronic transmission on the City of Goleta PlanetBids portal site.
- 11.2 Bidders must be registered on the City of Goleta's PlanetBids portal in order to submit a bid. Go to PlanetBids for bid results and awards. It is the responsibility of the bidder to submit the bid with sufficient time to be received by PlanetBids prior to the bid opening date and time. Allow time for technical difficulties, uploading, and unexpected delays. Late or incomplete bids will not be accepted.
- 11.3 Bid Security shall be submitted in accordance with Section 10. "Bid Security" above and per the notice inviting sealed bids.

## 12. MODIFICATION OR WITHDRAWAL OF BID.

12.1. Bids may not be modified, withdrawn, or canceled within one hundred twenty (120) days after the bid deadline unless otherwise provided in any supplementary instructions to bidders. The bidder shall be prohibited from further bidding on the project and the bid bond shall be forfeited. The City, at its discretion, may award

the bid to the next responsive and responsible bidder. In the event the next bidder refuses to enter into the contract, that bidder's bid bond shall then be forfeited.

## 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 via PlanetBids.

## 14. EVALUATION AND REJECTION OF BIDS.

- 14.1. Bidders will be evaluated for responsiveness and responsibility based on bid proposal information provided in the bid documents under "designation of subcontractors" and bidder's references."
- 14.2. A responsive Bid is a Bid that conforms, in all material respects, to these Instructions to Bidders. Non-responsive Bids will be rejected.
- 14.3. A responsible bidder means a bidder who has demonstrated the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform fully the requirements of the Contract Bidding Documents and the moral and business integrity and reliability that will assure good faith performance in the sole discretion of the County. Any determination of a bidder's non-responsibility by the City shall be based on the fitness and capacity of the bidder to satisfactorily perform the obligations of the Contract, whether or not the bidder is qualified to perform those obligations, whether or not the bidder is trustworthy, and such other bases as may be relevant.
- 14.4. In addition to other provisions of the Bidding Documents, upon the request of the City, a bidder whose Bid is under consideration for the award of the Contract shall promptly submit satisfactory evidence to City showing the bidder's financial resources, experience in the field, and organization and other factors evidencing bidder's ability to successfully execute and complete the Contract.
- 14.5. The City reserves the right to reject any or all bids and to waive discrepancies, irregularities, informalities, or any other error in the bid or bidding, when to do so seems to best serve the public interest. The right of the City to waive errors applies even if the Bidding Documents state that a discrepancy, irregularity, informality, or other error make a bid nonresponsive, so long as the error does not constitute a material error. The City reserves the right, in its sole discretion, to: judge the bidder's representations as stated in the Bid forms and any post-Bid information to determine whether or not bidder is qualified to perform the Work; be the sole judge regarding the suitability of the products, services, or supplies offered; to not purchase all items or the full quantity of each item listed in the Bid Item List; reject any or all Bids; waive any deficiencies, irregularities, or informalities in any Bids or in the bidding process; modify, cancel, or withdraw the Notice Inviting Sealed Bids; issue a new Notice Inviting Sealed Bids; suspend or abandon the Project; seek the assistance of outside technical experts in Bid evaluation; require a bidder to provide a guarantee (or guarantees) of the Contract by a third party; and not issue a Notice to Proceed after execution of the Contract. In submitting a Bid in response to the Notice Inviting Sealed Bids, the bidder is specifically acknowledging the City holds these rights. The Notice Inviting Sealed Bids does not commit the City to

enter into a Contract, to reject, in its sole discretion, all Bids, nor does it obligate the City pay for any costs incurred by bidders in preparation and submission of a Bid or in anticipation of a Contract. By submitting a Bid, the bidder disclaims any right to be paid for such costs.

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

## 15. AWARD.

- A. The City may retain all bids for a period of one hundred twenty (120) days for examination and comparison, and to delete any portion of the Work from the contract.
- B. The City may waive nonmaterial irregularities in a bid and will accept the lowest responsive bid from a responsible bidder as determined by the City.
- C. The City will determine the low bidder on the basis of the total bid price in words on the bidding sheet as described on the bidding sheet.
- D. City Staff will identify the apparent lowest responsive and responsible bidder and notify such bidder within one hundred twenty (120) days (unless the number of days is modified in any Addendum issued to bidders) after the Bid Deadline. Within fifteen (15) days after receiving the City's written notice that bidder was identified as the apparent lowest responsible bidder, bidder will submit to the City all of the following items as required by the City:
  - 15.4.1 Two originals of the contract signed by bidder.
  - 15.4.2 One original of the payment bond.
  - 15.4.3 One original of the performance bond.
  - 15.4.4 Certificates of insurance and additional insured endorsements on forms provided by the city.
  - 15.4.5 Copy of current city of Goleta business license certificate.
  - 15.4.6 Names of all subcontractors, with their DIR registration number, license numbers, addresses, telephone number, facsimile number and trade on bidders' company stationery. Evidence, as required by the city, of the reliability and responsibility of the proposed subcontractors such as statements of experience, statements of financial condition, and references.
- E. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code,

- provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. This Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.
- F. If bidder submits the two original signed contracts and all other items within fifteen (15) days after receiving the City's notification, and all such items comply with the requirements of the bidding documents, the City will submit the bid to the City Council for award of Contract. Following City Council Award of Contract, the City will sign the contract and return a signed copy of the contract to bidder
- **16. NOTICE OF INTENT TO AWARD CONTRACT.** Following the opening of bids and determination of the lowest responsible Bidder, the City will issue a notice of intent to award the Contract, identifying the Bidder to whom the City intends to award the Contract. The award of the Contracts shall be made by the City Council.
- 17. PUBLIC RECORDS. City seeks to conduct its business openly. Upon identification of the lowest responsive and responsible bidder and upon notifying such bidder, Bids shall be regarded as public, with the exception any elements of each Bid that are identified by the Bidder as business or trade secrets and plainly marked as "trade secret," "confidential," or "proprietary." Each element of a Bid which a Bidder desires not to be considered public must be clearly marked as set forth above; any blanket statement (i.e. regarding entire pages, documents, or other, non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If City receives a request from a third party to make a Bid available for inspection or copying, the City will notify the Bidder of the request. If a Bidder instructs the City that the information is not to be released, City will withhold the information, provided, the Bidder expeditiously seeks a protective order from a court of competent jurisdiction to prevent such release. If disclosure is required by law (despite the Bidder's request for confidentiality), the City shall not in any way be liable or responsible for the disclosure of such records or part thereof.
- **18. BID PROTEST.** Any registered Bidder may file a protest provided that each and all of the following are complied with:
  - 18.1. The bid protest is in writing;
  - 18.2. Protests based upon alleged defects or improprieties in the Bidding Documents are filed with the City prior to the Bid Deadline;
  - 18.3. All other protests are filed and received by the City not more than five (5) calendar days following the date of City's Notice of Intent to Award the Contract; and
  - 18.4. The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest. All factual contentions must be supported by competent, admissible and credible evidence.
  - 18.5. Any matters not set forth in the written bid protest shall be deemed waived. Any bid protest not conforming to the foregoing shall be rejected by the City as invalid.

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# ATTACHMENT A – BIDDING INSTRUCTIONS OR EQUAL SUBSTITUTION FORM

Project	<u> </u>	
Locatio	n:	
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 the product or item, reference standards and performance test data, together with substantiating of supporting the claim that the non-specified product is equal to that specified. No substitution request with considered by the City without a completed Substitution Request form and substantiating data. Contras shall attach hereto complete technical data, including technical information, complete manufacture catalogs, brochures and drawings, certified laboratory test reports and samples as applicable for proposed substitution, installation and operating instructions, manufacturing warranties and descriptive material.	lata II be actor rer's the
5.	Reasons for substitution request:	

	changes and changes to Drawings and Specifications required by the proposed substit
(list all requi	red changes, use separate sheets if required):
 Does this su	bstitution affect dimensions shown on Drawings?
Yes	No
If yes, clearl	y indicate changes on each Drawing by Sheet No.:
if yes, clearl	y indicate changes on each Drawing by Sheet No.:
List the effe	
List the effe	cts of the proposed substitution on other parts of the Work or on separate contracts,
List the efferequired cha	cts of the proposed substitution on other parts of the Work or on separate contracts,

	specified item	
	Different (Expl	ain on attachment.)
		Manufacturer shall provide a letter stating the fitness for intended use, and performant alence with the specified item.
13.		e and address of three similar projects (not necessarily installed by Contractor) on which the duct was used and date of installation:
	(1) Name	e of Project:
	Address:	
	Date of Install	lation:
	(2) Name	e of Project:
	Address:	
	Date of Install	lation:
	(3) Name	e of Project:
	Address:	
	Date of Install	lation:

14. Use of the substitution will cause the Contract Time to be:

		Same			
		Different			
			(Explain on attacl	nment.)	
15.			will affect the critical path the Contract Time):	n of the Construction Schedule as	follows (identify any
16.	Redu item.	ction in the Contrac		will result from use	_
17.		nated cost of any en ted by the substituti		cy fees required for work of all trades	s directly or indirectly
18.		date by which City n l6 to remain valid is		n order for the time and cost estimat	tes in Paragraphs 14
19.				oughly investigated the proposed sub der the laws of the State of Californi	
	(1)	superior in all re		e proposed substitution and determing roduct, thing or service specified e;	
	(2)		rovide the same warranty attor would have provided for	and correction responsibility for the por that specified;	proposed substitution
	(3)		resented is complete and agency fees;	includes all related costs under this	Contract except any
	(4)		ndemnify City from and pa cy fees caused by the use	ay all redesign, engineering, detailing of this substitution;	g, special inspection
	(5)		coordinate the installation I for the Work to be compl	of the accepted substitution, making	ng such changes as
	(6)	Contractor waive become apparer		costs relating to the substitution whic	ch may subsequently
	(7)		mes all responsibility for a	and will indemnify City from and pay e use of the substitution.	all direct or indirect

Executed this	_ day of	20, at	, California.	
(Type or print na	ime)			
Submitted by:				
(Firm)				
		<u></u>		
(Address)				
For use by City:				
Accepted Accepted as	noted			
Not Accepted Rejected	l as late			
(By)				
(Date)				

DocuSign Envelope ID: EFE808DF-B361-40D1-8A61-46EC2110C863  RECTANGULAR RAPID FLASHING BEACON (RRFB) IMPROVEMENTS AT SCHOOL CROSSWALKS PROJECT
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# **SECTION C PROPOSAL**

# BID PROPOSAL FOR RECTANGULAR RAPID FLASHING BEACON (RRFB) IMPROVEMENTS AT SCHOOL CROSSWALKS 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 **Rectangular Rapid Flashing Beacon (RRFB) Improvements at School Crosswalks 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 as described in these Contract Documents. 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 consider ed null and void.

# BID PROPOSAL FOR

# RECTANGULAR RAPID FLASHING BEACON (RRFB) IMPROVEMENTS AT SCHOOL CROSSWALKS PROJECT

Bids will be received before **3:00 P.M., Thursday, April 15, 2021**, 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 mwinnewisser@cityofgoleta.org.

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

Contract Time: 20 Working Days for Base Bid, additional 10 Working Days for Bid Alternate "A", and additional 10 Working Days for Bid Alternate "B". 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		
Tay I D. Number			

# **BIDDING SHEET (Page 1 of 5)**

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 Alternative Bid Items in order for their bids to be complete. The award of contract will be based on the lowest responsive Bid only. **The lowest Bid will be the lowest bid price on the total summation of Base Bid, Bid Alternate "A," and Bid Alternate "B."** The City retains the right to add to or deduct from the Contract any of the additive or deductive alternates included in the Bid Proposal.

In the case of unit basis items, the amount set forth under the "Item Total" column (total 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.

# **BIDDING SHEET (Page 2 of 5)**

# **BASE BID SCHEDULE:**Cathedral Oaks Road at Brandon Drive

	ltem	Qty	Unit	Unit Price	Total
1	Mobilization	1	LS		
2	Traffic Control	1	LS		
3	Water Pollution Control Plan	1	LS		
4	Clearing and Grubbing / Demolition	1	LS		
5	Asphalt Concrete (PG 64-10, Type C@)	35	TON		
6	Class 2 Aggregate Base	40	CY		
7	Construct Curb (Type A1-6) - 6" Curb	170	LF		
8	Construct Curb and Gutter (Type A1-6) - 6" Curb	44	LF		
9	Construct 6" Retaining Curb	56	LF		
10	Construct Cross Gutter and Spandrel	128	SF		
11	Construct Sidewalk (4" Thick) and Base	940	SF		
12	Construct Curb Ramp	5	EA		
13	RRFB Assembly, Pole, Foundation, & Appurtenances	3	EA		
14	Street Lighting Pull box, Conduit, and Wiring	1	LS		
15	Sign and Post	4	EA		
16	Reflective Pavement Markers	1	LS		
17	Red Curb	30	LF		
18	Continental Crosswalk	374	SF		
19	Yield Pavement Markings	96	SF		
20	Native Soil (6")	1	CY		
			TC	OTAL BASE BID	

# **BIDDING SHEET (Page 3 of 5)**

# BID ALTERNATE "A" SCHEDULE: Cathedral Oaks Road at Evergreen Drive

	ltem	Qty	Unit	Unit Price	Total
A1	Mobilization	1	LS		
A2	Traffic Control	1	LS		
А3	Water Pollution Control Plan	1	LS		
A4	Clearing and Grubbing / Demolition	1	LS		
A5	Class 2 Aggregate Base	95	CY		
A6	Construct Curb (Type A1-6) - 6" Curb	17	LF		
A7	Construct Curb and Gutter (Type A1-6) - 6" Curb	35	LF		
A8	Construct Cross Gutter and Spandrel	65	SF		
A9	Construct Sidewalk (4" Thick) and Base	380	SF		
A10	Construct Curb Ramp	2	EA		
A11	Construct 6" Dike (Type D1)	75	LF		
A12	Asphalt Concrete (PG 64-10, Type C2)	93	TON		
A13	RRFB Assembly, Pole, Foundation, &		EA		
	Appurtenances	2			
A14	Pedestrian Push Button	1	EA		
A15	Traffic Signal Pull Box	1	EA		
A16	Street Lighting Pullbox, Conduit, and Wiring	1	LS		
A17	Sign and Post	5	EA		
A18	Bollards	3	EA		
A19	Reflective Pavement Markers	1	LS		
A20	Red Curb	40	LF		
A21	Continental Crosswalk	561	SF		
A22	Limit Line	37	SF		
A23	"STOP" Pavement Marking	22	SF		
A24	Bike Lane Marking	10.5	SF		
A25	Type I Arrow	14	SF		
A26	Type IV (L) Arrow	30	SF		
A27	Yield Pavement Markings	48	SF		
		TO	TAL BID A	LTERNATE "A"	

# **BIDDING SHEET (Page 4 of 5)**

# BID ALTERNATE "B" SCHEDULE: Cathedral Oaks Road at Carlo Drive

	Item	Qty	Unit	Unit Price	Total
B1	Mobilization	1	LS		
B2	Traffic Control	1	LS		
В3	Water Pollution Control Plan	1	LS		
B4	Clearing and Grubbing / Demolition	1	LS		
B5	Class 2 Aggregate Base	3	CY		
В6	Construct Sidewalk (4" Thick) and Base	75	SF		
В7	RRFB Assembly, Pole, Foundation, & Appurtenances	2	EA		
B8	Pedestrian Push Button	1	EA		
В9	Traffic Signal Pull Box	1	EA		
B10	Street Lighting Pull box, Conduit, and Wiring	1	LS		
B11	Sign and Post	4	EA		
B12	Reflective Pavement Markers	1	LS		
B12	Red Curb	22	LF		
B13	Limit Line	18	SF		
B14	Yield Pavement Markings	81	SF		
B15	Native Soil (6")	1	CY		
B16	Trim Tree	1	EA		
		то	TAL BID A	LTERNATE "B"	

**BIDDING SHEET (Page 5 of 5)** 

## **SUMMARY OF BID SCHEDULE**

TOTAL BASE BID	\$
Cathedral Oaks Road at Brandon Drive	· · · · · · · · · · · · · · · · · · ·
TOTAL ALTERNATE "A"	\$
Cathedral Oaks Road at Evergreen Drive	
TOTAL ALTERNATE "B"	\$
Cathedral Oaks Road at Carlo Drive	
TOTAL BASE BID PLUS BID ALTERNATE "A" and	"B"\$
(Total Base Bid plus Bid Alternates	"A" and "B" in Words)
•	•
Company Name of	Bidder

NOTE: The City of Goleta will determine the lowest bid based on the total summation of Base Bid, Bid Alternate "A" and Bid Alternate "B". Bidder shall bid on the Base Bid and all Bid Alternates. Bids that do not include all Bid Alternates will not be accepted. The City of Goleta reserves the right to add none or any combination of the Bid Alternates.

## 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
Portland Cement Concrete	
2. Hot Mix Asphalt (HMA Type A)	
3. Class 2 Aggregate Base	
4. Detectable Warning Surface	
5. Traffic Stripe and Marking Paint	
6. RRFB Assembly, Pole, Foundation	n, and Appurtenances
7. Pedestrian Push Button	
8. Pull Boxes	
Additional items in the Special Provision	ons
-	

# **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		
	e following are the names, addresses, and om Bidder intends to procure insurance bo	d phone numbers for all brokers and sureties fro	m
			_
			_

## EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

# **ELIGIBILITY TO CONTRACT**

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

# **BIDDER'S INFORMATION**

Bidder certifies that the following information is true and correct:
Bidder's Name
Business Address
Telephone
State Contractor's License No. and Class
Original Date Issued Expiration Date
DIR Registration No:
The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this Bid:
The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Bid are as follows:
All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this Bid are as follows:

I declare under penalty of representations are true ar		
Signature and Title of Bidde or Authorized Representativ		
(SEAL)		

# BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS AND DEFAULTS

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

1.	Have	you	ever	been	disqualified	from	any	government	contract?
	Yes		No	o 🗆					
2. contra	If yes act awa	, explain ard amou	the circont and c	umstance urrent co	es including da intact person a	ite of pu t public e	blic enti entity:	ty action, name	of project,
	_								_

Signature and Title of Bidder or Authorized Representative

# BID BOND FOR

# RECTANGULAR RAPID FLASHING BEACON (RRFB) IMPROVEMENTS AT SCHOOL CROSSWALKS PROJECT

KNOW ALL	PERSONS BY THESE PRESENTS that [Bidder]
	as PRINCIPAL, and, a prganized under the laws of the State of and
licensed by the SURETY, are percent (10% excluding are project, for the	the State of California to execute bonds and undertakings as sole surety, as held and firmly bound unto the City of Goleta, as City, in the penal sum of ten (6) of the total Base Bid Price, including alternates, on the base Contract Work, ny Alternate Bid Items submitted by PRINCIPAL to CITY for the above stated e payment of which sum, PRINCIPAL and SURETY agree to be bound, jointly and nly by these presents.
	TIONS OF THIS OBLIGATION ARE SUCH that, whereas PRINCIPAL has proposal to CITY for the above stated project.
event of any of contrary to ap written notice deliver to City	EFORE, the penal sum guaranteed by this bond shall be forfeited to the City in the of the following: (1) The aforesaid Principal withdraws said bid after the Bid Deadline pplicable law; or (2) Principal fails, within ten (10) business days after receipt of a that the contract has been awarded to Principal and tender of the Contract, to, by the executed Agreement, in the prescribed form, in accordance with the bid as d file with the City all documents required in section 3-1.18 of the City's General
fees and cost	s brought upon this bond, SURETY further agrees to pay all reasonable attorneys' ts incurred by CITY in an amount fixed by the court. SURETY hereby waives the California Civil Code Sections 2845 and 2849.
	WHEREOF the parties hereto have set their names, titles, hands, and seals this of, 20
PRINCIPAL:	
(Address)	
BY:	(Signature and Title of Authorized Officer)
BY:	(Signature and Title of Authorized Officer)

RECTANGULAR RAPID FLASHING BEACON (RRFB) IMPROVEMENTS AT SCHOOL CROSSWALKS PROJECT

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.

RECTANGULAR RAPID FLASHING BEACON (RRFB) IMPROVEMENTS AT SCHOOL CROSSWALKS PROJECT

## 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	<u>.</u>	

## 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:

- 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.

	r the laws of the State of California that the foregoing is day of, 20, at
, Californ	
	Signature:
	Name:
	Title:
	Name of Company:

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

# NON-COLLUSION DECLARATION FOR

# RECTANGULAR RAPID FLASHING BEACON (RRFB) IMPROVEMENTS AT SCHOOL CROSSWALKS PROJECT

I am the	[title] of	[name	of
bidder], the party making the fore			of,
or on behalf of, any undisclosed			
corporation; that the bid is genuin			
indirectly induced or solicited any	•		
or indirectly, colluded, conspired,		• • • • • • • • • • • • • • • • • • • •	
sham bid, or that anyone shall refr			•
or indirectly, sought by agreement		•	
of the bidder or any other bidder,	-	-	
or of that of any other bidder, or to	, ,		
contract of anyone interested in t	• •		
are true; and, further, that the bide		•	
or any breakdown thereof, or the		•	
thereto, or paid, and will not pay,	• • •	· · · · · · · · · · · · · · · · · · ·	
organization, bid depository, or to	,		am
bid, and has not paid, and will not	pay, any person or entity to	or such purpose.	
Any person executing t	his declaration on hehalf	of a bidder that is a corporation	on
partnership, joint venture, limited			
entity, hereby represents that he			
declaration on behalf of the bidde	•	execute, and deep execute, a	
	•		
I declare under penalty	of perjury under the laws	of the State of California that t	the
foregoing is true and correct and	that this declaration is exec	uted on	
[date], at _	[city],	_[state]	
	(Signature and Title of Authorized Repre	esentative)	

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# SECTION D CONTRACT AWARD AND EXECUTION

CONTRACT
PERFORMANCE BOND FORM
PAYMENT BOND FORM

#### SAMPLE CONTRACT

This Public Works Agreement (herein referred to as "AGREEMENT") is made and entered into this \_\_\_\_ day of \_ , 20\_\_, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **CONTRACTOR** (hereinafter referred to as "CONTRACTOR").

#### RECITALS

A. Pursuant to the Notice Inviting Sealed Bids for the RECTANGULAR RAPID FLASHING BEACON (RRFB) IMPROVEMENTS AT SCHOOL CROSSWALKS PROJECT, bids were received, publicly opened, and declared on the date specified in the notice.
<b>B.</b> On, Goleta's City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR.
C. The City Council on this day of (month), 20, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT with CONTRACTOR for furnishing labor, equipment and material for the RECTANGULAR RAPID FLASHING BEACON (RRFB) IMPROVEMENTS AT SCHOOL CROSSWALKS PROJECT in the City of Goleta.

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

- 1. GENERAL SCOPE OF WORK: CITY agrees to engage CONTRACTOR and CONTRACTOR agrees to furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the RECTANGULAR RAPID FLASHING BEACON (RRFB) IMPROVEMENTS AT SCHOOL CROSSWALKS PROJECT in the City of Goleta. The work shall be performed in accordance with the Plans and Specifications dated (and as generally described in the "Notice Inviting Bids," attached as Exhibit A) and in accordance with bid prices set forth in CONTRACTOR'S Bid Proposal (attached as Exhibit B) and in accordance with the instructions of the City Engineer, or City's Manager's designee.
- 2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The contract documents for the aforesaid project, a complete set of which is on file with the Goleta City Clerk's Office, shall consist of the Notice Inviting Bids, Instructions to Bidders, Bid Proposal, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with this Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by CONTRACTOR whether set out specifically in the contract or not. Should it be

ascertained that any inconsistency exists between the aforesaid documents and this written agreement, the provisions of this Agreement, and the Standard Specifications, in that order, shall control. Collectively, these contract documents constitute the complete agreement between CITY and CONTRACTOR and supersede any previous agreements or understandings.

- 3. <u>COMPENSATION</u>: CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.
- 4. <u>TIME OF PERFORMANCE</u>: CONTRACTOR agrees to complete the work within ## (\_\_) working days from the date of the notice to proceed. By signing this Agreement, CONTRACTOR represents to CITY that the contract time is reasonable for completion of the work and that CONTRACTOR will complete such work within the contract time. In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay CITY as liquidated damages, not as a penalty, the sum of \$1000 per day for each and every day of unauthorized delay beyond the completion date, which amount shall be deducted from any payments due or to become due the CONTRACTOR.

#### **5.** PREVAILING WAGES:

- A. Pursuant to Labor Code Sections §§1720 et seq., including but not limited to sections 1771, 1774 and 1775, and as specified in Title 8, California Code of Regulations, Section 16000 et seq., CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
- B. In accordance with Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at http://www.dir.ca.gov/DLSR/PWD. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.
- C. CITY directs CONTRACTOR's attention to Labor Code Sections 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.
- D. Labor Code Section 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of

the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

- (1) When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or
- (2) When the number of apprentices in training in the area exceeds a ratio of one to five, or
- (3) When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or
- (4) When assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

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

- E. CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.
- F. CONTRACTOR and any subcontractor must comply with Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices.
- G. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations (DIR), ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- H. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.
- 6. <u>LEGAL HOURS OF WORK:</u> CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Except as provided by Labor Code Section 1815, the CONTRACTOR shall, as a penalty to the CITY, forfeit twenty five dollars (\$25) for each worker employed in the execution of the Contract by the CONTRACTOR or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the

provisions of Division 2, Part 7, Chapter 1, Article 3 (commencing at Section 1810) of the California Labor Code.

- 7. TRAVEL AND SUBSISTENCE PAY: CONTRACTOR agrees to pay travel and subsistence pay to each worker needed to execute the work required by this Agreement as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.
- 8. <u>CONTRACTOR'S LIABILITY</u>: The CITY and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

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

- **a.** CONTRACTOR will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.
- **b.** CONTRACTOR will promptly pay any judgment rendered against CONTRACTOR or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of CONTRACTOR hereunder, and CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.
- **c.** In the event Indemnitees are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for damages or other claims arising out of or in connection with the work, operation or activities hereunder, CONTRACTOR agrees to pay to Indemnitees and any all costs and expenses incurred by Indemnitees in such action or proceeding together with reasonable attorneys' fees.

CONTRACTOR'S obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent

jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

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

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

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

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

- 9. THIRD PARTY CLAIMS: In accordance with Public Contracts Code Section 9201, CITY will promptly inform CONTRACTOR regarding third-party claims against CONTRACTOR, but in no event later than ten (10) business days after CITY receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of this Agreement. As more specifically detailed in the contract documents, CONTRACTOR agrees to indemnify and defend the City against any third-party claim.
- MORKERS COMPENSATION: In accordance with California Labor Code Sections 1860 and 3700, CONTRACTOR and each of its subcontractors will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
- **11.** <u>INSURANCE</u>: With respect to performance of work under this Agreement, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications.
- **12.** <u>ASSIGNMENT</u>: This Agreement is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

- 13. <a href="INDEPENDENT CONTRACTOR">INDEPENDENT CONTRACTOR</a>: CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.
- 14. TAXES: CONTRACTOR is responsible for paying all retail sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in the contract shall include compensation for any taxes CONTRACTOR is required to pay by laws and regulations in effect at the bid opening date.
- 15. <u>LICENSES</u>: CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of CONTRACTOR to practice its profession. CONTRACTOR shall maintain a City of Goleta business license, if required under CITY ordinance.
- 16. <u>RECORDS</u>: CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by CITY or any authorized representative, and will be retained for four years after the expiration of this Agreement. All such records shall be made available for inspection or audit by CITY at any time during regular business hours.
- 17. <u>SEVERABILITY:</u> If any portion of these contract documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect provided that it does not frustrate the mutual intent of the parties herein.
- 18. WHOLE AGREEMENT: This Agreement supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract shall not be valid or binding. Any modifications of this contract will be effective only if signed by the party to be charged.
- **19.** <u>AUTHORITY</u>: CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein. Each

party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. This Agreement may be modified by written amendment. CITY's City Manager may execute any such amendment on CITY's behalf.

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

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

130 Cremona Drive, Suite B
Goleta, CA 93117
Attn: City Manager
CONTRACTOR

CITY OF GOLETA

CONTRACTOR		

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

RECTANGULAR RAPID FLASHING BEACON (RRFB) IMPROVEMENTS AT SCHOOL CROSSWALKS PROJECT

electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

This Agreement is executed on this _ as of	day of ,, at Goleta, California, and effe	ctive
CITY OF GOLETA:		
Michelle Greene, City Manager		
ATTEST:		
Deborah Lopez, City Clerk		
APPROVED AS TO FORM:		
Winnie Cai, Assistant City Attorney		
	CONTRACTOR:	
	Name, Title	
	State of California License No.	
	Department of Industrial Relations Registration N	٥.
	Business Phone No.	
	CONTRACTOR'S Emergency Phone No. at which contractor can be reached at any time	

#### **FAITHFUL PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Goleta, (hereinafter referred to as "City") has awarded to, (hereinafter referred to as the "Contractor") an agreement
for the RECTANGULAR RAPID FLASHING BEACON (RRFB) IMPROVEMENTS AT SCHOOL CROSSWALKS PROJECT, (hereinafter referred to as the "Project").
WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and
WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.
NOW, THEREFORE, we,, the undersigned Contractor and as Surety, a corporation organized
and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of

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

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

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

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

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

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

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

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RECTANGULAR RAPID FLASHING BEACON (RRFB) IMPROVEMENTS AT SCHOOL CROSSWALKS PROJECT

IN WITNESS WHEREOF, we have he, 20	ereunto set our hands and seals this da	y of
(Corporate Seal)	Contractor/ Principal	
	By	
	Title	
(Corporate Seal)	Surety	
	By Attorney-in-Fact	
(Attach Attorney-in-Fact Certificate)	Title	
The rate of premium on this bond is charges is \$	per thousand. The total amount of prem	າium
(The above must be filled in by corporate		
THIS IS A REQUIRED FORM		
Any claims under this bond may be add	Iressed to:	
(Name and Address of Surety)		
(Name and Address of Agent or Representative for service of		
process in California, if different from above)		
(Telephone number of Surety		
and Agent service of process in California)	or Representative	for

## **Notary Acknowledgment** A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. STATE OF CALIFORNIA COUNTY OF On \_\_\_\_\_\_, 20\_\_\_, before me, \_\_\_\_\_\_, Notary Public, personally , who proved to me on the basis of satisfactory appeared evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature of Notary Public **OPTIONAL** Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document. **CAPACITY CLAIMED BY SIGNER DESCRIPTION OF ATTACHED DOCUMENT** □Individual □ Corporate Officer Title(s) Title or Type of Document ☐ Partner(s) Limited П Number of Pages General П ☐ Attorney-In-Fact ☐Trustee(s)

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

☐ Guardian/Conservator

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

□ Other:

Date of Document

Signer(s) Other Than Named Above

		Notary A	cknowledgment
A notary public o verifies only the i document to which truthfulness, accurately	r other of dentity of his this contract.	officer completing this of the individual who sertificate is attached, and validity of that document	certificate igned the id not the it.
STATE OF CALIFOR	RNIA		
COUNTY OF			
On	<u>,</u>	20, before me,	, Notary Public, personally
appeared			, who proved to me on the basis of satisfactory
acknowledged to r	ne that r signa	he/she/they execute ture(s) on the instrui	ne(s) is/are subscribed to the within instrument and ed the same in his/her/their authorized capacity(ies), and ment the person(s), or the entity upon behalf of which the
I certify under PE paragraph is true a			ler the laws of the State of California that the foregoing
			WITNESS my hand and official seal.
Signature	e of Notary	Public	
			OPTIONAL
Though the i an	nformatio	n below is not required by revent fraudulent removal	law, it may prove valuable to persons relying on the document and reattachment of this form to another document.
CAPACITY (	CLAIMEI	D BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
□Individual			
☐ Corporate Officer			
	Title(s)	)	Title or Type of Document
☐Partner(s)		Limited	
		General	Number of Pages
☐Attorney-In-Fact			
☐Trustee(s)			
☐ Guardian/Conserva	tor		Date of Document
☐ Other:			
Signer is representing	:		
Name Of Person(s) Or Enti	ty(ies)		
			Signer(s) Other Than Named Above

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

DocuSign Envelope ID: EFE808DF-B361-40D1-8A61-46EC2110C863
RECTANGULAR RAPID FLASHING BEACON (RRFB) IMPROVEMENTS AT SCHOOL CROSSWALKS PROJECT
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#### LABOR AND MATERIAL PAYMENT BOND

#### KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Goleta (hereinafter designated as the "City"), by action taken or a resolution passed \_\_\_\_\_\_, 20\_\_\_\_, has awarded to \_\_\_\_\_\_\_ hereinafter designated as the "Principal," a contract for the work described as follows: the RECTANGULAR RAPID FLASHING BEACON (RRFB) IMPROVEMENTS AT SCHOOL CROSSWALKS PROJECT (the "Project"); and

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

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

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

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

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the

#### RECTANGULAR RAPID FLASHING BEACON (RRFB) IMPROVEMENTS AT SCHOOL CROSSWALKS PROJECT

owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have here, 20	unto set our hands and seals this day of
(Corporate Seal)	Contractor/ Principal  By
	Title
(Corporate Seal)	Surety
	By Attorney-in-Fact
(Attach Attorney-in-Fact Certificate)	Title

			Notary A	Acknowledgment
A notary public or verifies only the ic document to which truthfulness, accura	other of dentity of this ce acy, or v	officer of the ertificat alidity	completing this individual who se is attached, ar of that documen	s certificate signed the and not the nt.
STATE OF CALIFOR	NIA			
COUNTY OF				
Onappeared	, 2	20,	before me,	, Notary Public, personally, who proved to me on the basis of satisfactory
acknowledged to m	ne that signat	he/sh ture(s	e/they execut  ) on the instru	me(s) is/are subscribed to the within instrument and ited the same in his/her/their authorized capacity(ies), and ument the person(s), or the entity upon behalf of which the
I certify under PEN paragraph is true a			PERJURY und	der the laws of the State of California that the foregoing
				WITNESS my hand and official seal.
				Signature of Notary Public
				OPTIONAL
				by law, it may prove valuable to persons relying on the document all and reattachment of this form to another document.
CAPACITY C	•			DESCRIPTION OF ATTACHED DOCUMENT
□Individual				
☐ Corporate Officer				
	Title(s)			Title or Type of Document
□Partner(s)		Limit	ed	
		Gene	eral	Number of Pages
☐ Attorney-In-Fact				
☐Trustee(s)				
☐ Guardian/Conservat	or			Date of Document
☐Other:				
Signer is representing:				
Name Of Person(s) Or Entity	/(ies)			
				Cimpos(a) Other Then Named About
				Signer(s) Other Than Named Above

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

	Notary Ack	nowleagment
A notary public or overifies only the ide document to which truthfulness, accuracy	other officer completing this certicentity of the individual who signethis certificate is attached, and now, or validity of that document.	ficate d the
STATE OF CALIFORN	IA	
COUNTY OF		
Onappeared	, 20, before me,	, Notary Public, personally, who proved to me on the basis of satisfactory
evidence to be the acknowledged to me that by his/her/their s	e person(s) whose name(se that he/she/they executed t	s) is/are subscribed to the within instrument and he same in his/her/their authorized capacity(ies), and at the person(s), or the entity upon behalf of which the
I certify under PENA paragraph is true an		he laws of the State of California that the foregoing
	\	WITNESS my hand and official seal.
	-	Signature of Notary Public
		FIONAL
	ormation below is not required by law,	it may prove valuable to persons relying on the document reattachment of this form to another document.
	AIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
□Individual		
☐ Corporate Officer		
	Title(s)	Title or Type of Document
☐Partner(s)	☐ Limited	
	☐ General	Number of Pages
☐Attorney-In-Fact		
☐Trustee(s)		
☐ Guardian/Conservato	r	Date of Document
☐ Other:		
Signer is representing:		
Name Of Person(s) Or Entity(i	es)	
		Signer(s) Other Than Named Above

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

**END OF PAYMENT BOND** 

DocuSign Envelope ID:	EFE808DF-B361-40D1-8A61-46EC2110C863
	RECTANGULAR RAPID FLASHING BEACON (RRFB) IMPROVEMENTS AT SCHOOL CROSSWALKS PROJECT
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# SECTION E CITY GENERAL PROVISIONS

#### **Standard Specifications**

The work provided herein shall be performed in accordance with the Standard Specifications for Public Works Construction, 2018 Edition, of the Southern California Chapter American Public Works Association. Part 1, General Provisions of the Standard Specifications is incorporated herein by reference. In case of conflict between the Standard Specifications and these General Provisions, the General Provisions shall take precedence.

Modifications to Standard Specifications

**Section 1** – No changes.

Section 2 – Scope of the Work

Add the following:

#### Section 2-1.1. Conflict in Plans

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

#### Section 2-1.2. Suggestions to Contractor

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

#### Section 2-5.5. Water for Construction

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

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

Water required for controlling dust, caused by the Contractor's operations and the passage of traffic through the construction site shall be applied as necessary, at the Contractor's expense. The Contractor shall, whenever possible and not in conflict with these specifications, minimize

the use of water during construction of the project. Watering equipment shall be kept in good working order and water leaks shall be repaired promptly.

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

#### Section 2-7.1. General

The City will issue a Contract Change Order (CCO) if a change to the Total Contract Price or Contract Time is necessary. The Contractor will not be entitled to any adjustments in either Contract Time or Total Contract Price for changes performed without written direction from the City. Adjustments in Contract Time or Total Contract Price for changes performed will not be made until a Contract Change Order is approved.

#### Section 2-10. Disputed Work

If the Contractor and the Agency are unable to reach agreement on disputed work, the Agency may direct the Contractor to proceed with the work. Disputes which remain unresolved shall be subject to Section 9 and 10, Claim Resolution Process. Payment shall be later determined by mediation, if the Agency and Contractor agree thereto, or as fixed in a court of law. Although not to be construed as proceeding under extra work provisions, the Contractor shall keep and furnish records of disputed work in accordance with the Contract Documents.

#### Section 3 – Control of the Work

Add the following:

#### Section 3-7.2. Precedence of the Contract Documents.

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 Agency 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. Standard Specifications for Public Works Construction, 2018 Edition (Greenbook)
- 8. City of Goleta standard Plans
- 9. County of Santa Barbara standard Plans
- 10. Caltrans Standard Special Provisions for 2015 Standard Specifications
- 11. Caltrans Revised Standard Specifications
- 12. Caltrans Standard Specifications
- 13. Caltrans Revised Standard Plans
- 14. Supplemental project information

- 15. Written numbers and notes on a drawing govern over graphics
- 16. A detail drawing governs over a general drawing
- 17. A detail specification governs over a general specification
- 18. A specification in a section governs over a specification referenced by that section

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

#### Section 3-13.3.1. Guaranty

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

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

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

#### Section 4 - Control of Materials

Add the following:

#### Section 4-1.1. Retention of Defective Work

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

#### <u>Section 5</u> – Legal Relations and Responsibilities

Add the following:

#### Section 5-1.1. Mandatory Notification Prior to Excavation

The Contractor's attention is directed to Section 4215.5 through 4217 of the Government Code of the State of California. This requires that two (2) working days prior to commencing <u>any</u>

excavation "Underground Service Alert of Southern California" be notified by telephone, toll free 1-800-422-4133 or 811, for the assignment of an Inquiry Identification Number.

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

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

#### Section 5-1.2. Accuracy of Utilities Information`

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

#### Section 5-4.2. General Liability Insurance

The general 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:

- 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 Condition;
- 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 5-4.2-1 with:

#### <u>5-4.2-1. Policy Forms, Endorsements and Certificates</u>

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.

#### Section 6- Prosecution and Progress of the Work

Add the following:

#### Section 6-1.3. Notice to Proceed

After the execution of the contract, written notice to proceed will be given by the Agency to the Contractor. Notwithstanding any other provision of the contract, the Agency 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 Agency has knowledge of the furnishing of such work.

#### Section 6-4.1.1. Notice of Delays

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

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

#### Section 6-4.1.2. Avoidable Delays

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

employed by the Agency which do not necessarily prevent the completion of the whole work within the time agreed upon.

#### Section 6-4.1.3. Extension of Time

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

#### Section 6-2.1. Working Hours

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

It is unlawful to construct, demolish, excavate, alter or repair any building or structure between the hours of 8:00 p.m. and 6:00 a.m. without the written approval of the Engineer. The following required information shall be provided to the Engineer in writing a minimum of fourteen (14) calendar days in advance of the commencement of the proposed work:

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

All work in the following commercial zones is prohibited between November 15 and January 2: Hollister Avenue between Pacific Oaks Road and Cortona Drive; Storke Road between the 101 Freeway and Marketplace Drive; Hollister Avenue between Fairview Avenue and Patterson Avenue; Fairview Avenue between Shirrell Way and Carson Street; and Calle Real between Vega Street and Kellogg Avenue.

All work on streets within a School Zone as defined by the California Vehicle Code 40802 shall be limited to days when school is not in session or while students are not traveling to and from school, unless otherwise authorized by the Engineer in writing.

To the extent practicable, all work shall be scheduled to minimize inconvenience to the public, such as coordinating the timing of work in a specific area, or to avoid potential conflicts with adjacent private development to the degree possible.

#### Section 6-8.1. Completion and Acceptance

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

All punch list items shall be completed during the contract period, and the Agency will assess liquidated damages for each day that the punch list items are not completed beyond the contract period. When all items have been completed to the satisfaction of the City Engineer, the project will be submitted to the City Council recommending accept once the completed work.

The Engineer will, in reporting completion to the City Council, give the date when the work was completed. This will be the date when the Contractor is relieved from responsibility to protect and maintain the work, except for portions of the work for which the Contractor may have previously been relieved of such responsibility in accordance with the Contract Documents.

#### Section 6-9.1. Liquidated Damages for Avoidable Delay

For each and every day that any portion of the work remains unfinished after the time fixed for completion in the contract documents as modified by any extension of time granted pursuant to Section 6-4.6.3, damage will be sustained by the Agency. Because of the difficulty in computing the actual material loss and disadvantage to the Agency, it is determined in advance and agreed to by the parties hereto that the Contractor will pay the Agency the amount of damages set forth herein as representing a reasonable forecast of the actual damages which the Agency 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 Agency 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 Agency 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 Agency of the contract.

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

#### Section 7 - Measurement and Payment

Add the following:

#### Section 7-3.2.1. Request for Payment

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

RECTANGULAR RAPID FLASHING BEACON (RRFB) IMPROVEMENTS AT SCHOOL CROSSWALKS PROJECT

#### Form CC1: Progress Payment Request

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

#### Form CC2: Progress Payment Request - Detail

This form shall be used by the Contractor to provide the detail required to verify the payment quantities.

#### Form CC3: Quantity Change Verification Form

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

#### Form CC4: Final Release Form

This form shall be signed by the Contractor and submitted with the final payment request. The contractor shall also sign and submit the Acknowledgement of Final Closeout and Release of Claims with the final Payment Request, or other documents to the satisfaction of the engineer. 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 Thirty Five (35) days after acceptance of the work by the City Council and the filling of a Notice of Completion.

From:	Form CC1 - Progress I	Date:
	Contractor	Contract No.:
		Payment Request No.:
	Address	<u> </u>
То:	CITY OF GOLETA Public Works Department 130 Cremona Drive, Suite B Goleta, California 93117	Project Name:
	Original Contract Amount:	<u> </u>
	Approved Change Orders through #:	\$
	Quantity Changes:	\$
	(Requires Project Engineer verification)	
	Total Contract Amount to Date:	\$
	Value of Week Constituted to Date	
	Value of Work Completed to Date:	\$
	Less Retention:	\$
	Less Liquidated Damages:	\$
	Subtotal:	\$
	Less Previous Payments Approved:	\$
	Progress Payment Requested:	\$ 
kno	undersigned Contractor or Contractor's Authorized R wledge, information and belief, the work covered in the ordance with the contract documents and the costs sh	nis application for payment has been completed in
	Signature	Print Name
		<u> </u>

## CITY OF GOLETA, CA Public Works Department

### Construction Contract Form CC2- Progress Payment Request - Detail

Date:		Paym	ent Reques	st No:		Con	tract No.:	
Contracto	or:							
Project N	ame:							
ITEM NO.	DESCRIPTION	UNIT	BID QUANTITY	UNIT/ FIRM PRICE	INPLA THIS PE		INPLA TOT <i>A</i>	
					QTY. OR %	EXTN.	QTY. OR %	EXTN
1								
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ontractor Sign	ature	Date	<del></del>	Inspector	Signature			

## CITY OF GOLETA, CA Public Works Department

ate:	Contract No.:					
ontractor:	Project Name:					
	ONS to accompany progress pa s part of the progress or fir			ntity changes (variation	s in quantities	
e quantity	changes in amount of \$_			accompanying Prog	ress Payment	
	have been rev	iewed and	d actual quantities	verified.		
oject Engir	neer Signature		Date			
Bid Item # Item Description			Variance	Total	Total	
	ΔΤΤΔΩΗ ΔΟΙ	DITIONA	L SHEETS IF N	 		
	ATTACTIADE		L OHLLIO II N	LOLOGARI		
	ignature		Inspector Signa			

CITY OF GOLETA, CA					
Public	Public Works Department  Construction Contract				
	Form CC4- Final	Release Payment			
From:	Ocuteotto	Date:			
	Contractor	Contract No			
	Address	Payment Request No			
	Address				
	<del></del>	Project Name:			
То:	CITY OF GOLETA, CA Public Works Department 130 Cremona Drive, Suite B Goleta, California 93117				
Upon settlement of final quantities and approval of a Notice of Completion for the project by the Goleta City Council, including any approved changes, this document shall be effective to release any and all further rights of the Contractor to security for payment, including any worker's, mechanic's or material supplier's lien, stop notice claim or right to bond that the undersigned may have for the work furnished for the project. This document is offered as evidence for settlement of final payment and to induce the City Council to approve such final payment for Contractor in connection with the RECTANGULAR RAPID FLASHING BEACON (RRFB) IMPROVEMENTS AT SCHOOL CROSSWALKS 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:			
NOTIO	CE: A signed final release is required wit	th 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.					
Waterial Harianing N	A	B	<u>C</u>	D	E
	Total Tons	Quantity	Recycling	Estimated	Anticipated Material
Material Type	Generated	Salvaged or	, tooyomig	Disposal	Destination(s)
	(A=B+C+D)	Reused			(R): Recycled; (D): Disposal
Example:	2 tons		1.5	.5	(R) MarBorg
Cardboard	2 (0110		1.0	.0	(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 T		4			- fallender
7. To determine if the required 65%					
with the column totals: B	_+ C	)/A	=	x 10	00 =%
B. Is the percentage listed in #7 greater than or equal to 65%? ☐YES ☐NO - If "NO" please explain why:					
9. Print Name:	_Signature:_			Date:	<u> </u>

#### **ACKNOWLEDGEMENT OF FINAL CLOSEOUT AND RELEASE OF CLAIMS**

knowled and betw intractor	dgeme ween tl r).	nt) is made ne City of (	e in Goleta Goleta, (C	ı, Califor Owner), a	rnia, this and	s	day	y of		,	,
That the	e unde sors,	ersigned, a assigns	is the auth and	norized partne	represe ers,	for	and	in	consid	deration	of
(\$is ackn assigns and all damage fees, co	nowledo s, coun rights, es, cos osts ar	) for Conged, does cil membe claims, contains, contain	tract Char release a rs, officers causes of enses (inces) and ot	n of _ nge Ordond foreverse, agents action, sluding be her clai	ers Nos ver discl s, serva deman out not li ms, wh	.(1) the harge ants, vo ds, de mited	rough _ Owner, olunteer bts, ob to attorray be	and ears and ligation neys', passert	(), reach of it employ ns, liabit paralegated agai	ceipt of s succes ees, fror lities, ac al and ex	which ssors, m any ctions, perts'
	dated FLASI	HING BEA	, for	Owner	project	desc	ribed a	s REC	TANG	JLAR R	RAPID
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powers	of Ow	ner or the	duties, lial	bilities a							
				<del>-</del>					from C		pt as
City Co	uncil to	approve t	he Notice								
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6. The retention will be released to Contractor within thirty-five (35) days after acceptance of the work by the City Council and the filing of a Notice of Completion #7.

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

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

- 8. The release made by Contractor is not to be construed as an admission or admissions of liability and Contractor denies any such liability. Contractor agrees that it will forever refrain and forebear from commencing, instituting or prosecuting any lawsuit, action or other proceeding against Owner based on, arising out of, or in any way connected with the subject matter of this release.
- Except as specifically provided in this Acknowledgement, the Contractor releases Owner from all claims, including but not limited to those of its Subcontractors for all delay and impact costs, if any.
- 10. The Contractor represents and warrants to Owner that Contractor has not assigned or transferred or purported to assign or transfer to any person, firm, corporation, association or entity any of the rights, claims, warranties, demands, debts, obligations, liabilities, actions, causes of action, damages, costs, expenses and other claims and Contractor agrees to indemnify and hold harmless Owner, its successors, assigns, council members, officers, agents, servants, volunteers and employees, from and against, without limitation, any and all rights, claims, warranties, demands, debts, obligations, liabilities, actions, causes of action, damages, costs, expenses and other claims, including but not limited to attorneys', paralegal and experts' fees, costs and expenses arising out of or connected with any such assignment or transfer or purported assignment or transfer.
- 11. The parties acknowledge that they have been represented by counsel of their own choice in connection with the preparation and execution of this Acknowledgement. The parties acknowledge and represent that they understand and voluntarily consent and agree to each and every provision contained in this Acknowledgement.
- 12. The persons executing this Acknowledgement represent and warrant to the other party that the execution and performance of the terms of this Acknowledgement have been duly authorized by all individual, corporate, partnership, or other entity requirements and that such persons have the right, power, legal capacity and authority to execute and enter into this Acknowledgement.

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

CITY OF GO	OLETA	CONTRACTO	R
By/Title	Date	By/Title	Date

#### Replace Section 7-3.5.2. Increases of More Than 25 Percent

Should the actual quantity of an item of work covered by a Contract Unit Price and constructed in conformance with the Plans and Specifications, exceed the Bid quantity by more than 25 percent, payment for the quantity in excess of 125 percent of the Bid quantity will be made on the basis of a decrease in the Contract Unit Price mutually agreed to by the Contractor and the Agency, or in the event mutual agreement cannot be reached, on the basis of Extra Work per 7-4 or at the Contract Unit Price at the Agency's option. The Extra Work per 7-4, basis of payment, shall not include fixed costs. Fixed costs will be deemed to have been recovered by the Contractor through payment for 125% of the Bid quantity at the Contract Unit Price.

#### Section 7-3.5.3. Decrease of More Than 25 Percent.

The Agency, at its sole discretion, may decrease the quantities of the items of work to be completed under this contract. In such an event, payment will be made based upon the decrease in quantity at the Contract Unit Price, except for Major Bid Items as described below. A Major Bid Item is defined as a single Contract item constituting 10% or more of the original Total Contract Price. In the case of a decrease in a Major Bid Item, the following will apply:

Should the actual quantity of an item of work covered by a Contract Unit Price, and constructed with the Plans and Specifications, be less than 75 percent of the Bid quantity, an adjustment in payment will not be made unless so requested in writing by the Contractor. If the Contractor so requests, payment will be made on the basis of an adjustment in the Contract Unit Price mutually agreed to by the Contractor and the Agency, or at the option of the Engineer, on the basis of Extra Work per 3-3; however in no case will payment be less than would be made for the actual quantity at the Contract Unit Price nor more than would be made for 75 percent of the Bid quantity at the Contract Unit Price.

#### Section 7-3.8. Eliminated Items

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

#### Section 7-4.3. Makeup

Add the following:

<u>Section 7-4.3.1.</u> Work by <u>Contractor.</u> The following percentages shall be the maximum allowed to be added to the Contractor's costs and shall constitute the maximum markup for all overhead and profits:

Labor
 Materials
 Equipment Rental
 Other Items and Expenditures

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

#### Section 7-4.3.2. Work by Subcontractor.

When all or any part of the extra work is performed by a Subcontractor, the markup established in Section 7-4.3.1 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 in excess of \$5,000 of the subcontracted portion of the extra work may be added for the Contractor's costs and supervision.

#### Section 8 - No changes

#### Section 9- Claim Resolution Process

Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "Claim" means a separate demand by the Contractor, after the Agency has denied Contractor's timely and duly made request of payment in accordance with the Standard Specifications for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract for a public work and payment of which is not otherwise entitled to, or (C) an amount the payment of which is disputed by the Agency.

The following requirements apply to all claims to which this section applies:

#### Section 10 – Potential Claims and Dispute Resolution

Add the following:

#### Section 10-1. 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 the Contract Documents. For purposes of this Section 10-1, 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 10-1.

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 the Contract Documents 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.

#### 10-2. 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.

#### 10-3. 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.

#### 10-4. 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 10, 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 10 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 10, 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 10.

#### Section 10-5. 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 10or in the Contract Documents, 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 10 or in the City Special Provisions, shall bar Contractor from bringing and maintaining a valid lawsuit against the City.

#### Section 10-6. 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.

#### Section 10-7. 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 the Contact Documents 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 10 and Contractor's prior good faith review pursuant to the Contract Documents. 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.

#### Section 10-8. Notice of Third-Party Claims.

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

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RECTANGULAR RAPID FLASHING BEACON (RRFB) IMPROVEMENTS AT SCHOOL CROSSWALKS PROJECT
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Civil Design

## SECTION F CITY SPECIAL PROVISIONS



# CITY OF GOLETA SPECIAL PROVISIONS RECTANGULAR RAPID FLASHING BEACON (RRFB) IMPROVEMENTS AT SCHOOL CROSSWALKS 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.

Prepared by:	
Taem Melhon	3/23/2021
Jason Melchor, PE	Date
Approved by:	
DocuSigned by:	
Charles W Ebeling	3/23/2021
Charles W. Ebeling, PE TE	Date
Director of Public Works, City of Goleta	

### TABLE OF CONTENTS CITY SPECIAL PROVISIONS AND TECHNICAL SPECIFICATIONS

GENERAL
MOBILIZATION
TRAFFIC CONTROL, PARKING RESTRICTIONS AND SIGNAGE
WATER POLLUTION CONTROL PLAN (WPCP)
MEASUREMENT AND PAYMENT
CLEARING AND GRUBBING / DEMOLITION
AGGREGATE BASE
CONCRETE CONSTRUCTION
A.C. PAVEMENT
TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND
PAVEMENT MARKERS
SIGNS AND POSTS
LANDSCAPING

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RECTANGULAR RAPID FLASHING BEACON (RRFB) IMPROVEMENTS AT SCHOOL CROSSWALKS PROJECT
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#### **SECTION 900 – GENERAL**

#### 900-01 General Description of the Work

A. The work to be performed includes but is not limited to:

Furnishing all labor, materials, tools, and equipment necessary to install rectangular rapid flashing beacons and perform other related work as necessary to provide a complete project; all in accordance with the Standard Specifications, General Provisions, plans, and these Special Provisions.

- B. Existing improvements, visible at the Work or which can be reasonably ascertained by available information to exist, and which interfere with the completion of the Work but which no specific disposition is made on the Plans or Specifications, shall be addressed by the Contractor as follows:
  - Existing improvements which interfere with the completion of the Work shall be removed and replaced, in kind. The exact location and alignment of the replacement shall be confirmed with the Engineer prior to removal and adjustments to the location to conform to the Work shall be made as necessary.
  - 2. The Engineer may determine that the existing improvements are to be removed and not replaced. Removed improvements shall be properly disposed of by the Contractor.
  - 3. The area where existing improvements were removed shall be restored to conform to the Work and match the surrounding area. Restoration shall conform to adjacent improvements.
  - 4. All costs for addressing proposed improvements in conjunction with existing improvements shall be included in the bid.

#### 900-02 Standard Specifications and Details

- A. The work provided herein must conform to and be in accordance with the Contract Plans, General Provisions and Special Provisions, as well as the Standard Specifications for Public Works Construction ("SSPWC"), written and promulgated by the Public Works Standards, Inc.; herein referred to as the "Standard Specifications", the State of California Department of Transportation Standard Specifications; hereinafter referred to as the "State Standard Specifications", California Manual on Uniform Traffic Control Devices (CMUTCD), City of Goleta Standards, and County of Santa Barbara Standards.
- B. Whenever in the Contract Documents references are made to published specifications, codes, standards, or other requirements, it is understood that if a date is not specified, only the latest specifications, standards, or requirements of the respective issuing agency which have been published as of the date that the Work is advertised for bids will apply; except to the extent that such standards or

requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the drawings will be waived because of any provision of, or omission from, the standards or requirements.

#### 900-03 Order of the Work

A. The Contractor must control operations such that the following conditions can be met:

#### **GENERAL:**

- Coordinate, perform, and construct street improvements per the Contract Documents. Contractor shall allow utility owners access to the work and shall schedule around interference by utility owners performing concurrent work.
- 2. Various items of concrete construction shall be installed or replaced shortly after demolition and removal has begun. In no case shall removal take place unless the Contractor can complete installation and replacement within the following time periods:
  - a. All driveways shall be constructed so as to minimize impacts to access to private properties. Driveways shall be closed no longer than seven (7) calendar days including the minimum three (3) days of cure time. No driveway shall be demolished on a Thursday or Friday. For commercial areas and businesses, demolition and construction of driveways shall be staged so that vehicular access to the properties are maintained at all times.
  - b. Curb and gutter shall be replaced on or before the fourth (4<sup>th</sup>) working day after removal.
  - c. Sidewalk and access ramps shall be replaced no later than the third (3<sup>rd</sup>) working day after demolition or removal.
  - d. Backfill and paving conform work shall be installed no later than the fifth (5<sup>th</sup>) calendar day following concrete placement.
  - e. Sidewalks on both sides of a street shall not be closed or removed simultaneously.
  - f. Concrete cross gutters shall be phased to allow traffic at all times. Failure to complete such work within the time period and/or conditions stated shall be reasonable basis for the Engineer to stop all other items of construction until such work is completed.
- Contractor shall coordinate with adjacent property owners/tenants in order to schedule demolition/construction activities in order to minimize impacts to residents and/or business operations.
- 4. Contractor is restricted to work on one driveway per property at a time. Demolition of subsequent driveway(s) shall not commence until completion and acceptance of the driveway actively under construction.

#### 900-04 Requirements of the Work

- A. All work must be coordinated with the Traffic Control Plan, Project Schedule, Contract Period, Submittals and other requirements of these Contract Documents.
- B. The Contractor must maintain a minimum of one lane, not less than twelve (12) feet wide, in each direction of travel at all times.
- C. All movements at intersections must be maintained.
- D. No lanes may be closed prior to 8:00 a.m. and all lanes must be opened by 4:00 p.m.
- E. To allow for adequate intersection inspection of the work by the City and minimize impacts on surrounding neighborhoods the following contract items shall have the hours of work restricted as follows:

<u>Various items of concrete construction:</u> No concrete shall be delivered prior to 8:00 a.m. and all concrete shall be placed prior to 3:00 p.m.

<u>Early morning activities:</u> No heavy construction activities or motorized or electric equipment will be used prior to 8:00 a.m.

<u>Certain streets near schools require work hour restrictions:</u> The streets shown in the appendices "School Zone Work Hour Restriction Map" and their associated schools are listed below. Contractor shall coordinate work in school zones by notifying schools and Engineer two weeks in advance of construction and not performing work during the restricted hours. Contractor shall not perform any work on the streets identified in the "School Zone Work Hour Restriction Map" before 8:30 a.m. and from 2:30 p.m. to 3:30 p.m.

The Contractor may request exceptions by submitting a traffic control plan to the Engineer for approval that shows that school pedestrians, bicycles, and vehicular traffic will not be adversely affected by the work. Requested exception does not guarantee excepted work will be allowed.

#### Elementary Schools:

- Brandon School 195 Brandon Drive; (805) 571-3770
- Ellwood 7686 Hollister Avenue; (805) 571-3774
- Kellogg 475 North Cambridge Drive; (805) 681-1277
- La Patera 555 North La Patera Lane; (805) 681-1280

#### Middle School:

• Goleta Valley – 6100 Stow Canyon Road; (805) 967-3486 High School:

. . . . .

RECTANGULAR RAPID FLASHING BEACON (RRFB) IMPROVEMENTS AT SCHOOL CROSSWALKS
PROJECT

- Goleta Valley 6100 Stow Canyon Road; (805) 967-3486
- F. A maximum noise level limit of eighty-six (86) decibels at a distance of fifty (50) feet will apply to all construction equipment on or related to the project whether owned by the Contractor or not. The use of excessively loud warning signals must be avoided except in those cases required for protection of personnel. The use of generators or other mechanical devices between the hours of 4:30 p.m. and 8:30 a.m. is not permitted unless approved by the Engineer.
- G. The City reserves the right to direct the order of work in the interest of public safety and convenience. The Engineer will endeavor to give the Contractor 72 hours-notice of any such directed order of work.
- H. Coordinate, perform, and construct roadway work such that the restoration work on a street is completed prior to the weekend and/or holiday so the street and pedestrian walkways are fully restored and available for public use.
- I. No work may be performed on Saturday, Sunday, or holidays unless approved in advance by the Engineer. Holidays are anticipated as follows:

<u>Date:</u>
(January 1)
(3rd Monday in January)
(3rd Monday in February)
(last Monday in May)
(July 4th)
(1st Monday in September)
(November 11th)
(4th Thursday in November)
(4th Friday in November)
(December 24th)
(December 25th)
(December 31st)

Note: If a holiday falls on a weekend, a Saturday holiday will be observed on Friday and a Sunday holiday will be on a Monday. If part or all of a 2-day holiday falls on a weekend, the City will determine which 2 weekdays will be holidays.

No work will be allowed to be performed or be underway on the parade route or parade staging areas of the Goleta Christmas Parade, on the day of the parade. Contractor shall clean-up work site, restore all surfaces and make full width of the roadway and right of way safe and available for traffic and pedestrians.

The holiday and event dates listed above are approximate dates and will vary depending on the year construction occurs. The Contractor is required to obtain

and account for the City's observed holiday dates and special event dates that will impact the project during the course of the Contract.

- J. Contractor must reimburse City for costs for overtime inspection associated with project work hours. Costs will include hours in excess of 8-hours per workday shift, hours in excess of 40-hours per work week, and weekend and holiday work when specifically authorized.
- K. Access to businesses shall be maintained at all times. Contractor shall coordinate with owners prior to street work.
- L. The Contractor must diligently prosecute the contract work within the allowed number of working days specified in the Contract Documents. The days to finish the punch list, provided by the City, shall be included in the working days.

#### 900-05 Work Hours

- A. Work shall be prosecuted during the following time period:
  - Normal daily work hours are from 7:30 a.m. to 4:30 p.m.

#### 900-06 Public Notification

- A. At least seven (7) calendar days prior to beginning work, the Contractor must distribute notices to all residences, owners, businesses, and schools adjacent to or affected by the proposed work. In addition, the Contractor must notify property owners and adjacent neighborhoods in writing as directed by the City, 72 hours in advance of area specific work. Such notices must at minimum give the start date of the work, daily schedule for the proposed work, typical parking restriction for the work, the times of any restricted driveway access, impacts to residences and businesses, the Contractor's representative name and phone number, the City representative name and phone number, along with any other information requested by the Engineer.
- B. Such notices must be prepared and printed by the Contractor, reviewed & approved by the Engineer, and must be served by the Contractor's representative in person to each residence and business. Failure of the Contractor to properly serve such notices will be cause for suspension of work until compliance with this requirement is achieved. No extension of time will be allowed to the Contractor for lost time due to his failure to distribute such notices in a timely manner or from suspension of work due to non-compliance. Contractor must document delivery of notices by providing an e-mailed list of locations where notices were delivered including the date and time of completion, by the end of the day of delivery. Contractor must also e-mail a minimum of five clear photos (2-megapixel) showing completion of the delivery

- and parking restriction signs for each street notified. Contractor must send e-mail to an e-mail address as directed by Engineer.
- C. The Contractor is responsible for and must deliver public notification for all phases of the work. The Contractor must submit for approval all notices for content and delivery schedule two weeks prior to actual delivery.
- D. The Contractor shall post signs, 2' x 3', one in each direction of on-coming traffic, for Measure "A" funded circulation improvement projects, one week before, during construction, and one month after, that include the project title, Measure "A" logo, project completion date, project sponsor logo and Measure "A" website address. These signs may be provided by the City upon request.
- E. Full compensation for conforming to the requirements of this section will be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed.

#### 900-07 Permits

- A. Before beginning work, Contractor must confirm with agencies having jurisdiction that Contractor has obtained all necessary permits and licenses and given all notices.
- B. Contractor must apply for, procure, and pay all charges and fees for all other necessary permits and licenses required to perform the work. Contractor is responsible for obtaining all necessary permits (not provided by City), reviewing the conditions and requirements contained therein, and including the cost of meeting these conditions and requirements in this bid. The original permits must be submitted to City and Contractor must maintain a copy of these permits at the job site at all times. All provisions of all project permits (including those provided by City and obtained by Contractor) will apply as though stated in these Specifications. Contractor must follow the more restrictive of the conditions, as determined by the Engineer, if there is a conflict. Any costs incurred due to compliance with these permits must be included in the contract costs. No additional payment will be made for such permits.
- C. Any work in or affecting Caltrans right-of-way will require a Caltrans double permit. Contractor must apply for and pay for this double permit when necessary.
- D. Full compensation for conforming to the requirements of this section will be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed.

#### 900-08 Fees and Fines

A. If the City receives a fine or penalty due to the Contractor's actions or inactions, Contractor will be responsible to pay such cost. City may deduct such amount from amounts due, or to become due the Contractor.

#### 900-09 Review of Contract Documents and Job Site

- A. The Contractor must carefully study and compare each element of the Contract Documents with each other and with information available to the Contractor as furnished by the City. The Contractor will assume all responsibility for deductions and conclusions as to the difficulties in performing the work.
- B. The Plans show conditions as they are supposed, or believed by the City to exist. The City does not warrant the completeness or accuracy of such information. It is the Contractor's responsibility to ascertain the existence of all conditions affecting the cost of work. The Contractor must immediately notify the Engineer of errors, inconsistencies or omissions discovered. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Engineer, the Contractor will assume appropriate responsibility for such performance and will assume responsibility for the cost of correction.

#### 900-10 Right-of-Way

- A. Right of Way, easements or right-of-entry for the Work are included in the appendix, if applicable.
- B. Attention is directed to Section 2-3 "Right-of-Way" of the Standard Specifications and these Special Provisions.
- C. The Contractor must verify that the acquisition(s) is completed prior to beginning any work outside the public right of way. All cost for remobilization, downtime, etc., due to delays in obtaining the required rights of way, easements, and rights of entry must be included in the price bid for the various items of work and no additional compensation will be allowed.
- D. The Contractor will not be entitled to the exclusive use of any public street or rights-of-way during the performance of the work under the contract, and the Contractor must conduct operations so as not to interfere unnecessarily with business, traffic, pedestrians, and the authorized work of utility companies or other agencies in the street or rights-of-way. Neither the Specifications nor the Plans may be construed to entitle the Contractor to conduct operations within the rights-of-way which are in violation of any local, county, or state ordinance or regulation restricting interference with water courses and drainage channels. The Contractor must take adequate precaution against obstructing storm water flow within the project limits. The Contractor may not deposit excavated materials, store equipment or construction materials within the street.

#### 900-11 Surveying

- A. Attention is directed to Section 3-10, "Surveying" and Section 400-2 "Permanent Survey Markers" of the Standard Specifications and these Special Provisions. Delete Section 3-10, "Surveying," Section 400-2 "Permanent Survey Markers," and Section 400-3 "Payment" of the Standard Specifications and substitute with the following:
- B. Contractor is responsible for all project construction surveying to determine locations of construction, grading and site work. Surveys to determine location of property lines and corners must be supplied by the Contractor. Surveying must be performed by a Land Surveyor or Civil Engineer registered in the State of California to perform these services. The Engineer reserves the right to check Contractor's work at any time during the project. Checks performed by the Engineer will not relieve Contractor of responsibility to properly locate and construct the work in accordance with the Contract Documents. If the Engineer's check of the surveying identifies errors in the survey work, the Contractor must correct such survey work and the cost of the survey check performed by City will be charged to the Contractor and the cost may be deducted from monies due or to become due the Contractor.
- C. No lines and/or grades will be set by City or the Engineer. Contractor will be responsible for establishing the lines and grades required for the completion of the work specified in the specifications, on the plans, and in the special provisions.
- D. Survey Monument Inventory: Contractor must prepare survey monument inventory of the project site, including any area affected by the work. Such inventory must be prepared by a Land Surveyor or Civil Engineer qualified to perform Land Surveying, licensed in the State of California. Survey monument inventory must be submitted to the Engineer one week prior to beginning any work that may affect a survey monument. Inventory must indicate location, monument description, how the monument is protected, location ties, a statement indicating that the survey monument inventory is a complete listing of survey monuments affected by the work, and must be signed and sealed by the Land Surveyor or Civil Engineer
- E. Existing survey monuments located adjacent to and outside of construction areas must be adequately protected from any damage that may result from Contractor's operations. Contractor must provide location ties to survey monuments in the work zone. Contractor must immediately notify the Engineer if any survey monument in the work area is accidentally disturbed or damaged. All survey monuments and monument wells damaged or displaced by Contractor's operations must be reported to the County Surveyor. Contractor must replace disturbed or damaged survey monuments in accordance with the provisions of the Land Surveyor's Act, Code of the State of California, at Contractor's

expense. Prior to relocation or removal of any survey monument, Contractor must contact City for direction, at least 5 working days prior to relocating a survey monument. Contractor must file required survey tie and monument records with the County Surveyor.

#### **Payment**

The cost of surveying, staking, and layout is to be included in the various items of work and no additional payment will be allowed.

#### 900-12 Protection and Restoration of Existing Improvements

- A. Attention is directed to Section 3-12 "Work Site Maintenance," Section 4-2 "Protection," and Section 400 "Protection and Restoration of Existing Improvements" of the Standard Specifications and these Special Provisions.
- B. Contractor agrees to assume sole and complete responsibility for protection of public and private property in the vicinity of the job site and further agrees to, at Contractor's expense, repair or replace to original condition all existing improvements within or in the vicinity of the job site which are not designated for removal and which are damaged or removed as a result of Contractor's operations.
- C. Repair or replacement must be completed within three (3) working days from the date the damage occurred, unless immediate repair or replacement is determined to be necessary by the Engineer. If the Contractor fails to restore existing improvements in a timely manner, within the timeframe specified, the City may complete the work and costs will be deducted from payments due the Contractor.
- D. Contractor must coordinate operations such that damage to newly constructed improvements is avoided. In the event newly constructed improvements, shown on the Contract Documents, interfere with other project work or is necessary for safety or access and must be removed and replaced, the City will only pay for the improvements to be constructed one time. Multiple replacements or work necessary for the convenience of the Contractor will be considered performed at the Contractor's expense.

#### 900-13 Utility Requirements and Potholing

#### General

A. Attention is directed to Section 402 "Utilities" of the Standard Specifications, the contract Plans, and these Special Provisions. The Contractor must verify the location, size, and type of all existing utilities prior to construction. Utilities include, but are not limited to; telephone, electricity, gas, fiber-optic cable, cable television lines, traffic signal systems, communication systems, petroleum lines, water, irrigation systems, storm drains and sanitary sewer.

- B. When the Plans or Specifications provide for the Contractor to alter, relocate, or reconstruct a utility, all costs for such work must be included in the Bid for the items of work necessitating such work. Temporary or permanent relocation or alterations of utilities requested by the Contractor for its convenience are the Contractor's responsibility and the Contractor must make all arrangements and bear all costs.
- C. The Contractor must obtain all necessary permits and notify the utility agencies at least 48 hours in advance of excavating around any of their facilities. It is the responsibility of the Contractor to coordinate all phases of construction with the various utility companies involved.
- D. The Contractor must notify Underground Service Alert at 811 at least 48 hours prior to any excavation or construction work. Paint indications for underground utilities must be limited to only those areas to be affected. The Contractor must document USA markings with photographs or video and must provide a copy of the photographs and video to the Engineer. The Contractor must remove any painting marks that remain after the construction is complete as follows:

When placing markings on the pavement or other right-of-way areas to indicate the location of underground facilities, Contractors and/or utility companies are required to use a temporary water based marking chalk with a visibility life not to exceed three (3) weeks. Contractor must arrange for markings to be removed as needed. In the event that a Contractor or utility company uses a non-approved marking material, it will be the responsibility of the Contractor to ensure the complete removal of all pavement markings remaining upon completion of the permitted work. If the Contractor fails to properly and completely remove all pavement markings, the City may affect the removal and deduct from payments due or become due the Contractor for both direct and indirect costs as determined by the Engineer.

#### **Utility Verification**

- A. The location and existence of utilities shown on the plans are approximate and taken from available records. The Contractor must verify the location of existing utilities, by potholing or other suitable methods, and must take all precautions to protect them whether shown or not. The exact location and identification of all existing utilities must be determined by the Contractor prior to the start of any work.
- B. The Contractor must physically locate, verifying horizontal and vertical locations, and map existing underground facilities within the work area that are marked by Underground Service Alert (USA), shown on the drawings or visible in the field.

Contractor must protect all such facilities from damage due to construction activities for the duration of the project. In the event any such unknown facilities or substructures should be disturbed or damaged due to the failure of the Contractor's exercising reasonable care, the Contractor must at once make necessary emergency repair at no cost to and to the approval of the owner. In the event the utility owner requires its own forces or approved vendors to perform such repairs, Contractor must coordinate and cooperate with the utility to complete the repairs. All costs for repairs, staff time, direct and indirect costs, and any costs billed by the utility must be borne by the Contractor and costs may be deducted from payments due or to become due the Contractor. Contractor is responsible for following all applicable rules and regulations concerning work in the vicinity of underground and/or overhead utilities.

- C. All utilities designated on the Plans to be protected in place must be carefully uncovered if located within the lines of excavation and time must be allowed for the Engineer to field check the location of such utilities to make certain that they will not interfere with construction. In the event a utility conflict exists, the City will either arrange for utility owner to relocate the utility or adjust grade and/or alignment of the proposed improvement. Contractor must allow sufficient time for this utility work and must adjust Contractor's operation to move to other areas to allow the utility relocation work to occur.
- D. In the event any such facility should be disturbed or damaged, the Contractor must at once make repairs to the satisfaction of the owner, or arrange with the owner to make repairs, at no cost to the City. Any delays or reconstruction of improvements resulting from the Contractor's failure to verify utility locations and depths will be made at the Contractor's expense.

#### **Utility Company Work Requirements**

- A. Where facilities are shown on the Plans, "To be Relocated by Others," the City will issue the owner a "Notice to Relocate" or by City agreement with owner, require owner to relocate. Contractor must coordinate and schedule work with the various utilities. Contractor must be familiar with the utility company requirements, scheduling the work with adequate time in advance of needing utilities relocated, protected, installed or removed. In the event difficulties delay relocation, which in the judgment of the Engineer cannot reasonably be foreseen, and require a delay in Contractor's completion date after all reasonable remedies for keeping contract on schedule have been exhausted by Contractor including, but not limited to flow-charts and critical path scheduling, work simplification, and alternative construction methods, Engineer may allow extra time to the Contractor, but no additional compensation will be allowed.
- B. The Contractor must protect facilities shown on the Plans, "To Be Relocated By Others," in both original and relocated positions and any damage to such facilities must be immediately repaired to the owner's satisfaction at no cost to

the City.

#### **Payment**

The cost for coordination with the utility companies, providing work areas for utilities, locating facilities including potholing, protecting utility facilities in place, and conforming to the requirements of this section will be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed.

#### 900-14 Subsurface Conditions

- A. Where investigations of subsurface conditions have been made by the City with respect to subsurface conditions, utilities, foundation, or other structural designs, and that information is shown in the Plans, it represents only a statement by the City as to the character of materials which have actually been encountered by the City's investigation. This information is only included for the convenience of Bidders.
- B. Investigations of subsurface conditions are made for the purpose of design only. The City assumes no responsibility with respect to the sufficiency or accuracy of borings or of the log of test borings or other preliminary investigations or of the interpretation thereof. There is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work, or any part of it, or that unanticipated conditions may not occur. When a log of test borings is included in the Plans, it is expressly understood and agreed that such log of test borings does not constitute a part of the Contract. The log of test borings represents only an opinion of the City as to the character of the materials to be encountered, and is included in the Plans only for the convenience of the Bidders. Making information available to Bidders is not to be construed in any way as a waiver of the provisions of the first paragraph of this Section, and Bidders must satisfy themselves through their own investigations as to conditions to be encountered.

#### 900-15 Pre-Construction Job Site Video

A. A minimum of one week prior to start of construction, the Contractor must video all areas where construction is to take place. Such videos (DVD or other approved media) must be provided to the Engineer before construction commences. These videos will serve as a record of the existing conditions for disputes arising from restoration, and should therefore be taken along the line of construction and site access and staging areas at sufficient detail as necessary to clearly depict details of existing conditions. Video must document existing conditions, roadway, striping and all painted curb markings in the project area. All videos must be indexed and catalogued in such a manner that each photographed area is readily identifiable, and must also indicate the date and time (hour, minutes and seconds) on which the video was made. The Contractor

must also video any unusual conditions encountered during construction that are not already a matter of photographic record. In the event damage to existing improvements occurs, the video will be available as a resource to determine existing conditions. In any areas where existing conditions cannot be determined by means of videos, the area must be restored as approved by the Engineer at Contractor's expense. All videos will become the property of the City.

#### 900-16 Pre-Construction Conference

- A. A pre-construction meeting will be conducted prior to commencement of construction at a time and place designated by the Engineer. Those attending the meeting must include, but not be limited to, the following:
  - 1. The Contractor and superintendent who will be supervising the work for the duration of the project.
  - 2. The Sanitary and Water Districts, if applicable.
  - 3. The Design Engineer
  - 4. The Construction Engineer
  - Representatives of affected Utility Companies
- B. Pre-construction conference will not be scheduled until the following has been submitted:
  - 1. Construction Schedule
  - 2. Traffic Control Plan
  - 3. Water Pollution Control Plan (WPCP).

#### 900-17 Weekly Project Schedule and Meetings

- A. By Tuesday of each week, the Contractor must prepare and submit a detailed schedule of the work projected for the next two weeks on a daily basis. The Contractor must make revisions as required by the Engineer.
- B. The Engineer will conduct a Weekly Project Status Meeting that must be attended by the Contractor, subcontractors, utility companies (as required) and the Engineer. The meeting will have duration of approximately one hour. The meeting will be held on the day, time and location as determined by Engineer. The purpose of this meeting will be to discuss interfacing work, scheduling, problems, issues, and the like. If not previously submitted, the Contractor must submit the following to the Engineer at the beginning of the meeting:
  - 1. Daily manpower and equipment utilization for the preceding week
  - 2. Projected work for the next two weeks on a daily basis.

The Contractor must attend all miscellaneous meetings as requested by the Engineer.

#### 900-18 Project Schedule

- A. Attention is directed to Section 6-1.1 "Construction Schedule" of the Standard Specifications and these Special Provisions.
- B. The Contractor must update the Construction Schedule as specified in the Standard Specifications, the General Conditions/Specifications, or when directed by the Engineer. Preparation and updating of the Construction Schedule must be performed at Contractor's sole expense.
- C. Failure by the Contractor to submit updated or revised Construction Schedules when required may prevent acceptance of progress payment requests by the Engineer until such updated or revised Construction Schedules have been submitted for review and have been accepted by the Engineer.
- D. The Construction Schedule must include obtaining all necessary materials and equipment, and must reflect completing all work within the specified time, in accordance with these Specifications. Contractor must show completion of the project completely filling the Contract time, and may not show early completion. In the event, the Contractor requests early completion, Contractor must execute a no-cost Contract Change Order that reduces the number of Working Days allowed for completion to conform with such intended completion date.
- E. Contractor must include in the schedule, detailed information for each operation. When the project includes multiple streets or sites, Contractor must include detailed information for each street or site. When notifications or parking restrictions are required such dates must be included in the schedule.
- F. Contractor must provide critical path schedules in legible hardcopy format and must also submit schedules with each update in electronic format compatible with MS Project or Primavera, as directed by the Engineer.

#### **Payment**

Full compensation for the required construction schedules and conforming to the requirements of this section will be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed.

#### 900-19 Coordination with Concurrent Projects

A. Several projects may be ongoing within the limits of the work during the Contract period. The Contractor is required to coordinate the work with other contractors

such that both projects can be diligently pursued to their timely completion. Interfacing work must be shown on the project schedule, and the Contractor will be responsible for meeting that schedule. Contractor must include time for others to perform work within the Work Area and this must be reflected in the Project Schedule. Delays due to interfacing with concurrent projects are considered avoidable and no compensation will be made for such delays. Contractor is responsible for obtaining contract documents including plans and specifications and thoroughly understanding the requirements of Work called for in the contract documents for concurrent projects. Contractor must include in the bid all costs for coordination, scheduling, meetings, staging and the like that result from interfacing with concurrent work.

- B. Concurrent projects include but are not limited to the following:
  - 1. City Annual Overlay Project

#### 900-20 Submittals

In addition to the required submittals and shop drawings of the Standard Specifications, the Contractor must submit the following shop drawings and/or submittals in adequate detail, including a list of all deviations from the Contract Documents for each item submitted. The Contractor must submit two (2) hard copies and an electronic pdf copy of the following items marked (\*) to the Engineer for review at least five (5) working days prior to the Pre-construction Meeting. All other submittals must be submitted in accordance with the submittal procedures listed below. The Engineer will determine if the specifications are being met for all work including but not limited to the following:

#### General Requirements

- Key Personnel, Telephone Numbers, and Emergency Telephone Numbers
- Project Schedule\*
- Traffic Control Plans\*
- Water Pollution Control Plan
- Public Notices

#### Site Work

- Portland Cement Concrete Mixes
- Asphalt Concrete Mixes
- Aggregate Base
- Detectible Warning Surfaces
- Traffic Stripe and Marking Paint
- Rectangular Rapid Flashing Beacon System

Contractor must provide all submittals required by Special Provision sections.

#### 900-21 Submittal Procedures

- A. Wherever called for in the Contract Documents or where required by the Engineer, the Contractor must furnish to the Engineer for review two (2) hard copies and an electronic (pdf) copy of each submittal.
- B. Each submittal item must be individually numbered and must identify the specification section that relates to item being submitted so that approved and rejected submittals can be tracked.
- C. At the time of each submission, give Engineer specific written notice of each variation that the submittal may have from the requirements of the Contract Documents. If a variation is identified that was not brought to the attention of the Engineer, correction will be at the Contractor's expense.
- D. The Engineer will have a minimum of ten (10) working days to review each submittal except were specified differently in these special provisions. It is the responsibility of the Contractor to organize submittals in order of importance and need.
- E. Submittals must be clearly identified and where multiple items are shown on a shop drawing, items being identified as submittals must be marked. Extraneous information should not be included in submittals. Only one submittal will be reviewed for an item and Contractor may not submit multiple shop drawings from multiple vendors for the same item.
- F. Engineer's review will be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents, not extending to means, methods, techniques, sequences, or procedures of construction (except where indicated or required by the Contract Documents) nor to safety precautions or programs incident thereto. Submittals processed by Engineer do not become Contract Documents and are not Change Orders.
- G. Delays caused by the need for re-submittal or replace unaccepted "or equal" items will not constitute a basis for claim.
- H. In the event that an item is called for by a specific product or trade name, Contractor will have 35 days after the award of the Contract for submission of data substantiating a request for a substitution of "an equal" item. In the event Contractor furnishes any "or equal" material more expensive than that specified in the bid form, the difference in cost of such material so furnished will be borne by Contractor under Public Contract Code section 3400.

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

- 1. Product Date Design Criteria
- 2. Physical Properties Limitations of Process
- 3. Material Specifications List of Previous Projects
- 4. Installation Specifications Size of Completed Projects
- 5. Testing Methods List of Current Projects
- 6. Third Party Test Data
- 7. Size of Current Projects
- 8. References (All references must include current names and telephone numbers).
- List of all deviations from the specifications or referenced product or materials.
- 10. Additional testing may be required, and all costs for testing will be borne by Contractor.
- City reserves the right to modify the procedures and requirements for submittals, as necessary to accomplish the specific purpose of each submittal. Direct inquiries regarding the procedure, purpose, or extent of any submittal to the Engineer.

#### J. Repetitive Review

- 1. Shop drawings and other submittals will be reviewed no more than twice at the City's expense. All subsequent reviews will be performed at times convenient to the Engineer and at the Contractor's expense, including but not limited to consultant costs, staff charges, overhead, and other related expenses. Contractor shall reimburse the City for such costs, and City may deduct these costs from amounts due or to become due the Contractor. Submittals are required until approved.
- 2. Any need for more than one resubmission, or any other delay in obtaining Engineer's review of submittals, will not entitle Contractor to extension of the Contract Time.

#### 900-22 Lump Sum Bid Items

A. The Contractor must submit a detailed schedule of values breakdown for all lump sum bid items. The breakdown of items must be submitted to the Engineer for approval and the level of detail will be as determined appropriate by the Engineer. The schedule of values must be submitted to the Engineer prior to the first progress payment request and the progress payment will not be reviewed without approved schedule of values for all Lump Sum bid items. The schedule of values will be used as a basis for determining appropriate monthly progress payment amounts for lump sum bid items. The schedule of values must equal, in total, the lump sum bid item cost and be in such form and sufficiently detailed to satisfy the Engineer that it correctly represents a reasonable apportionment of the lump sum.

#### 900-23 Daily Report

- A. The Contractor must complete a Daily Report indicating manpower, major equipment used and on standby (itemized separately), subcontractors, materials used and similar items involved in the performance of the Work. The Daily Report must be completed on forms prepared by the Contractor and acceptable to the Engineer, and must be submitted to the Engineer prior to construction on the subsequent workday.
- B. Contractor must supply daily reports to the inspector at the start of work on a daily basis. If the Contractor fails to provide daily reports for 2 or more working days during the scheduled work week, then a Stop Work Notice will be issued and progress payments will not be processed until all paperwork is current. Contract period will continue to be in force while the Stop Work Notice is in effect.

#### 900-24 Testing and Inspection

- A. Attention is directed to Section 3-5 "Inspection" and 4-4 "Testing" of the Standard Specifications., and these Special Provisions.
- B. It is the responsibility of the Contractor to facilitate sampling to be used for testing purposes. Costs for failed tests and retesting necessary because of the Contractor's failure to comply with specification requirements will be borne by the Contractor.

#### 900-25 Non-Working Foreman

A. The Contractor must provide a non-working foreman for all phases of work for the duration of the Project. The non-working foreman must be available to the Engineer at all times. Failure to supply a non-working foreman at any time during the Contract Period during work hours can result in an immediate Stop Work Notice until the Contractor provides or replaces the non-working foreman. The Contract Period will remain in force and continue. Any costs incurred by the City in dealing with issues resulting from work performed by the Contractor when a non-working foreman was not available will be deducted from payments due to Contractor. The City reserves the right to have the Contractor remove and replace non-complying work at no additional cost to the City.

#### 900-26 Responsibility for Job Site Conditions

A. Contractor agrees that, in accordance with generally accepted construction practices, Contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of this Project including safety of all persons and property, and that this requirement will apply continuously and will not be limited to normal working hours. Contractor further agrees to defend, indemnify and hold the City and the City's design and construction observation professionals harmless from all liability and claims, real

or alleged, in connection with the performance of work on this Project.

- B. The Contractor must make field measurements and verify field conditions and must carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered must be reported to the Engineer immediately by telephone and in writing. When conditions are encountered which, in the opinion of the Engineer, require temporary suspension of work for design modifications or for other determinations to be made, the Contractor must move to other areas of work until such determinations are made at no cost to the Owner. No additional compensation will be allowed by reason of such temporary suspension of a portion of the Work, or modifications to work. Appropriate extension of time for completion may be allowed where justified in the opinion of the Engineer. If articles having archeological significance are identified, the Contractor must suspend work to allow evaluation by the Engineer.
- C. Provide and install non-skid steel plates at open trench excavations at the end of work day. Plates on arterial streets must be flush with adjacent pavement surface and secured as directed by Engineer in accordance with CALTRANS TR-0157 Method 1. Plates on other streets may be placed on pavement with temporary transitions as directed by Engineer in accordance with Caltrans TR-0157 Method 2. See Appendix A for Caltrans TR-0157.

#### 900-27 General Safety Requirements

- A. Contractor must do whatever work is necessary for safety and be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during the Contract period. Safety provisions must conform to Federal and State Departments of Labor Occupational Safety and Health Act (OSHA), and other applicable Federal, State, County and local laws, ordinances, codes, requirements set forth herein, and regulations that may be specified in other parts of these Contract Documents. Contractor must do all work necessary to protect the general public from hazards, including, but not limited to, surface irregularities or unramped grade changes in vehicular travel ways (including but not limited to streets, roads and driveways), pedestrian sidewalks or walkways. Barricades, lanterns, and proper signs must be furnished in sufficient amount to safeguard the public and the work. This requirement applies continuously and is not limited to normal working hours.
- B. Contractor must develop and maintain for the duration of the Contract, a safety program that will effectively incorporate and implement required safety provisions. The Contractor must appoint a qualified employee who is authorized to supervise and enforce compliance with the safety program.

#### 900-28 Recoverable Materials

A. The City and/or the adjacent property owner owns all recoverable materials from the work. The City reserves the first right of refusal for recoverable materials with the existing public right-of-way. Likewise, the property owners reserves the first right of refusal for recoverable materials on their property (an example would be the wall on Thompson Building Materials property). If the City/property owner refuses the recoverable materials, the Contractor must dispose of all recoverable materials in a proper and legal manner. The Contractor must include in the bid all costs for disposal. If the City decides to keep the material, the Contractor must deliver the material to a location determined by the Engineer within the City limits. Materials removed from the site without the expressed permission of the City will be back charged to the Contractor and deducted from funds due or to become due the Contractor. The City reserves the right to modify its decision regarding refusal up to the point in time the materials are removed from the site.

#### 900-29 Project Appearance and Cleanup

- A. The Contractor must keep the site clean, control dust from construction operations, provide sanitation for workers, and control air pollution from construction operations. Broken concrete and debris developed during demolition, clearing and grubbing must be disposed of concurrently with its removal.
- B. Weeds, trash and debris must be removed from the work site regularly and when directed by the Engineer. Graffiti must be removed within 24-hours of the graffiti appearing and when directed by the Engineer. All graffiti within the project limits must be removed. Contractor must submit method of removal to the Engineer for approval prior to graffiti abatement. Stickers, paint, and other forms of graffiti must also be removed.
- C. Upon completion of the Work and before the final inspection, the Contractor must at the Contractor's own cost satisfactorily dispose of, or cause to be disposed of, all plant, buildings rubbish, waste products, debris, unused materials, concrete forms, and other equipment used during the construction of the improvements. In the event that the Contractor fails to perform this final cleanup, the City may remove and/or dispose of the articles or materials at the Contractor's expense.

#### 900-30 Differing Conditions

A. Contractor may not willfully install work as shown on the drawings when it is obvious in the field that obstructions, grade differences or differences in the area dimensions exist that might not have been considered or observed during design. Contractor must promptly notify the Engineer and the agency having

jurisdiction by telephone and in writing upon discovery of, and before disturbing, any physical conditions differing from those represented by approved plans and specifications. In the event this notification is not performed, the Contractor must assume full responsibility for necessary revisions.

# 900-33 Final Inspection and Punchlist

- A. Attention is directed to Section 6-8.1. "Acceptance" of the City General Provisions and these Special Provisions.
- B. When the work has been completed, the Engineer will make the final inspection and final project walk-through with the Contractor. The Engineer will create a punch list of deficient items that need to be corrected by the Contractor. The Engineer reserves the right to add items to the project's punch list as deemed necessary. All punch list items must be completed within 5 working days of notice to Contractor. Punch list items must be accounted for in the project construction schedule within the project working days. The Contractor will not be granted additional working days for the completion of the punch list items.

## 900-35 Construction As Built Drawings

- A. The Contractor must maintain a complete and accurate record of all changes of construction from that shown in these plans and specifications for providing a basis for construction as built drawings. These drawings must be maintained onsite during the course of construction and updated monthly, at minimum.
- B. The Contractor must use a job set of contract drawings, clearly labeled "Construction As-Built Drawings," to record all changes in construction. Completely, accurately, and legibly mark the job set of as-built drawings in red ink to record actual construction. Use additional copies of prints, if necessary, to ensure legible recording of data and date all entries. Call attention to the entry by drawing a "cloud" around the area affected. In case of overlapping changes, use different colors for each change. Maintain consistent color coding throughout the drawings.
- C. The Contractor must submit a copy (11x17 or full size) of the updated construction as built drawings in progress with each progress payment to document the status of the drawings. Progress payments may not be processed until acceptable drawings are submitted. The Contractor must submit a complete set of original construction as built drawings to the Engineer 10 days after final inspection along with a letter declaring that other than these noted changes on the as built drawings, "the Project was constructed in conformance with the Contract Documents." The Contractor must provide this set of as built drawing and letter prior to processing of the final pay estimate.

## **Payment**

Full compensation for recording construction changes and furnishing the Construction As-Built Drawings is considered included in the prices paid for the various bid items of work and no additional compensation will be allowed.

## 900-36 Closeout Procedures

- A. Attention is directed to SC 6-8.1 "Completion and Acceptance" and Section 7-3.2.1 "Request for Payment" City General Provisions and these Special Provisions.
- B. Contractor must submit closeout submittals upon completion of work, including completion of punch list items, and at least seven (7) days prior to application for final payment, including, but not limited to the following:
  - 1. Evidence of compliance with requirements of governing authorities.
  - 2. Project record documents.
  - 3. Operations and maintenance manuals.
  - 4. Keys, spare parts, remotes and other required devices.
  - 5. Warranties and bonds including an Increase Rider in the amount of final contract.
  - 6. Evidence of payment and release of liens as outlined in conditions of the contract.
  - 7. Survey record documents.
  - 8. Final Release Form CC4 and signed "Acknowledgement of Final Closeout and Release of Claims".

# 900-37 Measurement and Payment

Full compensation for work, other features, and conforming to the requirements of this Section 900, "General ", is considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed.

Work called for on the plans or required by the specifications, but for which no bid item exists is considered included in the prices paid for the various items of work and no separate payment will be made.

#### SECTION 901 – MOBILIZATION

### 901-01 General Requirements

A. Mobilization work will include all mobilization, demobilization, bonds, and insurance, preparatory and operations work necessary to provide for bonds, insurance, required permits and fees, submittals, shop drawings, project phasing, multiple move-ins and move-outs required to prosecute the work, supervision, coordination and concurrent work with other contractors, meetings, preparing "as-built" plans or record drawings, movement of personnel, equipment, supplies, and incidentals to and from the project site; the establishment of all other facilities necessary for work on the project; for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items of work at the project site; and work and improvements called for or implied by the Contract Documents, which are not included in the other bid items but are required to complete the Work.

## 901-02 Measurement and Payment

- A. Payment for mobilization will be made at the contract **lump sum** price under the "**Mobilization**" Lump Sum price bid. This price will be considered full compensation for the furnishing of all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.
- B. A 25% payment of the lump sum total will be paid with the first progress payment and the remaining 75% will be paid incrementally over the life of the Contract where these subsequent payments will be based on the percentage of work completed to date.

### **SECTION 902 - TRAFFIC CONTROL**

## **902-01 General**

- A. Traffic control must be coordinated to minimize inconvenience and maximize safety of the public during the construction period. Traffic control must be installed and in accordance with the California Manual on Uniform Traffic Control Devices (CMUTCD), Section 302-4.5, 302-10.4 of the Standard Specifications and these Special Provisions. Traffic includes vehicles, bicycles, pedestrians and other modes of transportation.
- B. All arterial streets (four or more lanes) traffic control must be performed by a sub-contracted company specializing in traffic control for street work possessing a C-31 License issued by the Contractor's State License Board of the State of California.
- C. Personal vehicles of the Contractor's employees may not be parked on the traveled way or shoulders of the construction zone, including any section closed to public traffic. Employees' personal vehicles may be parked on adjacent streets within the legal parking areas.
- D. All haul routes must be submitted to the Engineer for review, and approved prior to the start of construction.
- E. Contractor must allow access to emergency vehicles at all times.
- F. When traffic cones or delineators are used to delineate a temporary edge of traveled way, the line of cones or delineators will be considered to be the edge of traveled way. However, the Contractor may not reduce the width of an existing lane to less than ten (10) feet without advanced written approval from the Engineer.
- G. The Contractor must furnish and post signage with ample warning, where necessary, to inform the public about closures or restrictions on streets and at parking area entrances. All CMS must be locked and password protected.
- H. Except as otherwise provided, the full width of the traveled way must be open for use by public traffic on Saturdays, Sundays, and designated legal holidays and when construction operations are not actively in progress.
- Contractor must minimize the amount of time that traffic signals are not fully operational. Phase and coordinate work such that signals are without detection for only the minimum amount of time.
- J. If a traffic loop is damaged, the Contractor must notify the Engineer immediately. Any traffic loop that is damaged or disconnected prematurely must be replaced within 48 hours of being damaged or disconnected at the Contractor's expense.

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 must immediately repair the component to its original condition, or replace such component and return it to its original location. Failure by the Contractor to continuously maintain the approved traffic control devices must be sufficient cause for the Engineer to stop all work protected by or associated with such traffic control devices.

- K. Upon completion of the work in an area requiring traffic control, all components of the traffic control system must be removed from the site of the work.
- L. The Contractor is be fully responsible for maintaining all traffic control during the construction period and must furnish all traffic control equipment, signs, and barricades necessary to meet the requirements of these specifications, the direction of the Engineer and required to complete the project.
- M. Contractor must install, test and maintain in operation "Vehicle Video Detection" (if applicable) prior to damaging or disconnecting any traffic loops.

## 902-02 Traffic Control Plan and Requirements

- A. Prior to start of construction the Contractor must submit to the Engineer for approval a detailed plan for traffic control and signal coordination (when required) for the various construction operations.
- B. The Traffic Control Plan must show all required barricading, flagman, signage, tapers, and traffic routing as may be required to maintain traffic circulation through, and in the vicinity of construction operations. The plan must show in detail how traffic will be routed through and around the construction site, including traffic from cross streets, alleys, and private drives. The plan must also show the location of signs that will provide advance warning to through traffic of street closure. The Traffic Control Plan must be prepared in accordance with the CMUTCD.
- C. No construction operations may commence without prior review and approval of the Traffic Control Plan by the City Public Works Department and the Engineer. If the Traffic Control Plan requires Repetitive Review each subsequent submittal of the Traffic Control Plan shall be signed and sealed by a Traffic Engineer experienced with Construction Work Zone Traffic Control, with current Registration in California.
- D. The Engineer may require field alterations of the Traffic Control Plan as necessary to provide for the safety and convenience of public traffic. The

Contractor must place, relocate or remove components of the traffic control system when directed by the Engineer, at no additional cost. Failure to comply with the approved Traffic Control Plan and any direction of the Engineer will be grounds for immediate suspension of the construction operation until the Contractor makes such changes. If the Contractor fails to make required changes in the timeframe required, the Engineer may arrange for changes to the traffic control to be made by others and the cost to make such changes will be deducted from amounts due or to become due the Contractor.

- E. As an integral part of the Traffic Control Plan, the Contractor must designate one person as Traffic Lead for traffic control. That person must be on the job site and available to the Engineer at all times during construction and for the duration of the project. The Traffic Lead must be in possession of a cellular phone at all times and the cellular number must be provided to Engineer to allow for communication at any time (24-hours per day). The Traffic Lead will be responsible for the proper placement and operation of all traffic control components and have available sufficient additional traffic control equipment in order to quickly execute any field changes as required for the safety of the public or as directed by the Engineer for the convenience of public traffic. The Traffic Lead must know and understand the CMUTCD. The Traffic Lead must have adequate personnel (a minimum of two) and other resources to promptly place and remove any traffic control components as required for the safety of the public or as directed by the Engineer.
- F. Pedestrian access must be maintained at all times to all business, residences and buildings adjacent to Construction. The Contractor must, at minimum, provide pedestrian access on one side of the roadway with proper warnings and detours, and only when permitted by the Traffic Control Plan and approved by the Engineer. Under no circumstances may pedestrian access be restricted on both sides of a street simultaneously.
- G. The Traffic Control Plan must be designed to handle traffic safely 24 hours per day, seven days per week for the duration of the Work. Traffic deviations, restrictions, detours, and roadway closure must be coordinated with Police and Fire authorities a minimum of 24 hours in advance of implementation.
- H. Contractor must maintain traffic circulation at all times including, adequate flagging to accommodate public traffic as needed. Flaggers must be equipped in accordance with the Caltrans publication "Instruction to Flaggers;" each flagger must carry a Stop/Slow paddle at all times. Radios are required if distance between flaggers exceeds 200' or the distance eliminates line of sight. All costs for flaggers must be included in the contract item bid for Traffic Control.

- I. Lanes may only be closed upon approval on the Engineer and with an approved Traffic Control Plan. Sufficient arrow boards, Changeable Message Signs and sufficient traffic control will be required. Lanes may only be closed when work is in progress and restrictions may only be in effect for the minimum amount of time necessary to perform the Work, as determined by the Engineer. Lane restriction near intersections shall be minimized and turn pockets shall be returned to operation as soon as practicable and as directed by the Engineer.
- J. Traffic restrictions may only be in place when work is in progress and traffic restrictions shall be removed as soon as practicable. Street closures are to be avoided. Street closures require discretionary approval by the City Council and require significant justification and processing time and are typically not approved.

## 902-03 Construction Signage

- A. Construction area signs must be furnished, installed, maintained, and removed when no longer required in accordance with the provisions of the CMUTCD, the traffic control plan as approved by the Engineer, and these Special Provisions.
- B. Work must be performed in accordance with Sections 21400 and 21401 of the California Vehicle Code and its requirements for uniform traffic signs.
- C. The base material of construction area signs must be steel or aluminum; no plywood or cardboard signs will be allowed. Signs must be full size; reduced size signs may not be used.

## 902-04 Street Work Requirements

A. Street surfaces must be restored and cleared of traffic control for the safe flow of traffic no later than 4:00 p.m. or the time listed in the Plans, these special provisions, or the time specified by the Engineer, whichever is more restrictive.

## 902-05 Temporary Pavement Markings

A. Wherever the Contractor's operations obliterate pavement delineation, (pavement delineation includes lane lines, stop bars, legends, symbols, crosswalks and school crosswalks; either pavement markers or painted lane lines, or both, parking lot legends, stall striping, and any other delineation), such pavement delineation must be replaced at the Contractor's expense by either permanent or temporary delineation, as required, before opening the traveled way to public traffic. Reflective traffic line tape or tabs must be applied in accordance with the manufacturer's instructions. Temporary

delineation must be the same color as the permanent delineation. Tape or tabs can only be used for temporary lane lines, or they can be painted at the Contractor's option, prior to the opening of traffic lanes.

B. A minimum of 3-working days prior to the planned date for placing painted temporary or permanent striping and marking, Contractor must request the Engineer approve the "cat-tracking."

## 902-06 Measurement and Payment

Unless otherwise indicated, all work for traffic control including the work identified in this section must be included and incidental to the respective item of work. The contract **lump sum** price for "**Traffic Control**" work must include full compensation for furnishing all labor including flagging costs, materials (including signs, barricades, delineators, CMS, and other warning devices), tools, equipment, and incidentals, 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 System, postings, notifications, street closures, temporary pavement delineation, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

## 902-07 Submittals

Traffic Control Plans

## SECTION 903 – WATER POLLUTION CONTROL PLAN (WPCP)

## 903-01 **General**

- A. Attention is directed to Section 3-12.6 "Water Pollution Control" of the Standard Specifications and these special provisions.
- B. Discharges of stormwater from the project must comply with the permit issued by the Central Coast RWQCB for National Pollutant Discharge Elimination System (NPDES) Permit No. CAS000002, Permit No. (Order No. 2009-0009-DWQ). The Central Coast RWQCB permit governs stormwater and nonstormwater discharges resulting from construction activities in the project area. The Central Coast RWQCB permit may be viewed at Central Coast RWQCB office located at 895 Aerovista Place, Suite 101 San Luis Obispo, CA 93401.
- C. The Contractor shall prepare and maintain a Stormwater Pollution Prevention Plan (SWPPP) or Water Pollution Control Plan (WPCP) on the form provided by the City, included in this specification, which describes in specific detail the Contractor's program to prevent contamination of the stormwater collection system. Contractor shall implement, maintain, inspect and remove all erosion and sediment controls identified in the WPCP. The program shall address both common construction activities and extraordinary events.
- D. Contractor shall include Water Pollution Control Drawings (WPCD) in the WPCP to illustrate the locations, applications and deployment of best management practices (BMPs) identified in the WPCP. The WPCD shall be included as an attachment to the WPCP. Sample WPCDs can be obtained from the Caltrans Storm Water Quality Handbook. The WPCP shall also comply with the Central Coastal Regional Water Quality Control Board Phase II Municipal Separate Storm Sewer System Program (Order No. 2013-0001 DWQ).
- E. The Contractor shall comply with laws, rules, and regulations of the State of California and agencies of the United States Government prohibiting the pollution of lakes, wetlands, streams, or river waters from the dumping of contaminates, refuse, rubbish or debris.
- F. The Contractor shall submit one copy of the WPCP a minimum of 10 working days prior to beginning construction. **Construction shall not begin until the WPCP is approved.** Contractor shall update the WPCP as necessary during the work to prevent contamination of the stormwater collection system.
- G. Before start of work, Contractor shall train all employees and subcontractors on the WPCP and related WPCD.
- H. Suggested BMPs can be obtained from the following sources:

- Central Coastal Regional Water Quality Control Board Phase II
   Municipal Separate Storm Sewer System Program /Order 2013-0001
   at Central Coast Regional Water Quality Control Board web site at:
   <a href="https://www.waterboards.ca.gov/centralcoast/">https://www.waterboards.ca.gov/centralcoast/</a> and
   https://countyofsb.org/pwd/sbpcw/water-quality/storm-water-management.sbc
- 2. California Stormwater BMP Handbooks for Construction or Municipal Activities <a href="https://www.cabmphandbooks.com">www.cabmphandbooks.com</a>
- Caltrans' Stormwater Quality Handbooks -http://www.dot.ca.gov/hq/construc/stormwater/stormwater1.htm

## 903-02 CONSTRUCTION

- A. The Contractor shall keep a copy of the WPCP on the job site. The Contractor shall provide continuously at the jobsite all of the tools, equipment, and materials necessary to implement the WPCP at all times from project initiation through completion, including any punchlist or warranty work on the project. At a minimum the following requirements should be met as applicable, to the maximum extent practicable, at construction sites regardless of size:
- B. Storm Drain System Protection At the first order of work, the Contractor shall protect the existing storm drain system from entrance of construction debris and pollutants. Such protection shall include implementing the BMPs as outlined in the WPCP. Protection shall prohibit the discharge of untreated runoff from temporary or permanent street maintenance/landscape maintenance material and waste storage areas from entering the storm drain system. Sediment that is generated on the project site shall be retained using structural drainage controls. In addition, the protection system shall have a minimum of three features: 1) a particulate filter of geosynthetic material securely fastened in place such that it cannot be bypassed without significant physical damage; 2) a pre-filter for the particulate filter; and 3) on-hand materials to close off the inlet or opening in the case of a significant pollution spill. Contractor shall monitor and maintain all storm drain inlet protection devices during rain events to prevent flooding.
- C. Material Management & Storage No construction-related materials, wastes, spills or residues shall be discharged from the project site to streets, drainage facilities or adjacent properties by wind or runoff. All materials and/or equipment storage areas where liquid construction materials are placed 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 onsite construction personnel. The barrier must be in place at all times during the absence of

Contractor personnel at the storage site. Building materials should be placed on pallets and covered in event of rain. Do not store materials in the street or gutter area.

- D. Equipment & Vehicle Maintenance Non-stormwater runoff from equipment and vehicle washing and any other activity shall be contained at the project site and shall not be allowed to discharge from the project site to streets, drainage facilities or adjacent properties by wind or runoff. The Contractor shall inspect vehicles and equipment on each day of use. Leaks shall be repaired off-site if possible. If necessary to repair on site, the runoff must be contained or the problem vehicle or equipment shall be removed from the project site until repaired. If necessary, drip pans should be placed under the vehicles or equipment while not in use to catch and/or contain drips and leaks.
- E. **Soil Erosion Control** Erosion from slopes and channels will be significantly reduced by implementing BMPs, including but not limited to, minimizing grading activities during the wet season, inspecting graded areas during rain events, planting and maintaining vegetation on slopes, and covering slopes susceptible to erosion.
- F. **Spill Prevention & Cleanup Plan** Contractor shall have a spill prevention plan and spill cleanup materials readily available and addressed in the WPCP. Spills shall be cleaned up immediately using dry methods if possible. Spill cleanup material shall be properly disposed of. Refer to SC-11 Spill Prevention BMP from the <u>California Stormwater BMP Handbook for Municipal Activities</u>. Contractor shall keep a record of any spills in the inspection log. In addition, at the end of the project, the Contractor must certify that all contaminated materials have been properly disposed in accordance with the WPCP.
- G. **Asphalt & Concrete & Related Activities** Contractor shall implement the following BMPs:
  - 1. Restrict paving/repaving activity to exclude periods of rainfall or predicted rainfall unless required by emergency conditions.
  - Install sand bags or gravel bags and filter fabric at all susceptible storm drain inlets and at manholes to prevent spills of paving products and tack coat.
  - 3. Prevent the discharge of release agents including soybean oil, other oils, or diesel to the storm drain system or receiving waters.
  - 4. Minimize non-stormwater runoff from water use for the roller and for evaporative cooling of the asphalt.

- 5. Clean equipment over absorbent pads, drip pans, plastic sheeting or other material to capture all spillage and dispose of properly.
- 6. Collect liquid waste in a container, with a secure lid, for transport to a maintenance facility to be reused, recycled or disposed of properly.
- Collect solid waste by vacuuming or sweeping and securing in an appropriate container for transport to a maintenance facility to be reused, recycled, or disposed of properly.
- 8. Cover the cold mix, asphalt, materials (i.e., pre-mixed aggregate and asphalt binder) with protective sheeting during a rainstorm.
- 9. Cover loads with tarp before haul-off to a storage site, and do not overload trucks.
- 10. Minimized airborne dust by using water spray during grinding
- 11. Avoid stockpiling soil, sand, sediment, asphalt material and asphalt grinding material or rubble in or near storm water drainage systems or receiving waters.
- 12. Protect stockpiles with a cover or sediment barriers during a rain event.
- H. **Sidewalk Washing** The following methods should be utilized to prevent discharge of sidewalk cleaning wastewater into the storm drain system:
  - 1. Sweep and pick up all areas to be cleaned before using water.
  - 2. Manually scrape gum from sidewalks and other surfaces.
  - 3 Use a wet/dry vacuum to collect wash water for disposal. Large volumes of wash water may require the use of a small sump pump to remove wash water from the job site.
  - 4. One or more of the following methods are recommended to prevent pollutants from entering the storm drain system:
    - Sandbags can be used to create a barrier around storm drains. \*
    - Rubber mats or plugs can be used to seal drain openings. \*
    - Temporary berms or containment pads help keep water on site. \*
    - Use berms of sandbags to direct wash water to landscaping. \*
    - Use large squeegees to accumulate sheet flow for collection.
    - \*Remember to remove plugs, berms, and sandbags or you may be liable for possible flooding.
  - 5. Wash water that may contain hazardous waste such as oil-saturated absorbents, water with lead or other heavy metals from oxidized paint, and

solvent cleaners requires special treatment and must be disposed of through a hazardous waste facility.

- I. **Employee BMP Training** Contractor shall train employees and subcontractors on BMP implementation, general good housekeeping, and proper spill containment and cleanup. Before start of work, Contractor shall provide City with written documentation of training and keep all documentation in the WPCP.
- J. Removal of Accumulated Rainwater The Contractor shall follow the City of Goleta Guidelines for Removal of Rainwater that has accumulated on the iob site.

## 903-03 Measurement and Payment

- A. The Contractor shall be paid for work of preparing, implementing, inspecting, maintaining, and removing the WPCP on a **lump sum** basis paid for "**Water Pollution Control Plan**" as shown in the Bid Schedule for the Water Pollution Control Plan. In addition, failure to perform and document the required daily inspections shall result in a daily liquidated damage of \$250/calendar day. This liquidated damage shall be in addition to any other liquidated damage. The imposition of the penalty shall not relieve the Contractor of any obligations of these project requirements.
- B. Payment for the work involved under the bid item for the Water Pollution Control Plan may be made on a partial payment system based on the completion of the following stages of work:

Work Description	<u>Payment</u>
Develop Plan	10% of Bid Price
Initial Plan Implementation	10% of Bid Price
Removal of BMPs at Completion	10% of Bid Price
Inspection & Maintenance of WPCP	70% of Bid Price

- C. Payment for the WPCP shall include all the labor, materials, equipment, and incidentals for preparing, maintaining, and updating a WPCP and complying with all provisions including maintenance and updating of BMPs throughout construction, as specified herein.
- D. Fines and penalties from regulatory agencies levied against the City as a result of the Contractor's work, including actions or inactions shall be the responsibility of the Contractor and may be deducted from payments due or to become due the Contractor.

#### **SECTION 904 - MEASUREMENT AND PAYMENT**

### 904-01 **–** General

A. Measurement will be in accordance with Standard Specification unless otherwise specified.

**Bid Item List Abbreviations** 

Abbreviation	Meaning	
CF	cubic foot	
CY	cubic yard	
EA	each	
(F)	final pay item	
GAL	gallon	
HR	hour	
LB	pound	
LF	linear foot	
LS	lump sum	
SF	square foot	
SY	square yard	
TON	2,000 pounds	

B. When an item of work is designated as (F) in the bid schedule, then the item shall be a final pay item for payment purposes only. For a final pay item, payment shall be based on the quantity shown in the bid schedule for that item, regardless of the actual quantity used, unless the item quantity is changed by the Engineer.

### 904-02 - Payment

A. Payment for the various items of the Bid Schedule, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of work as specified and shown on the drawings, including all appurtenances thereto complete and in place, and including all costs of compliance with the regulations of public agencies having jurisdiction.

### SECTION 905 - CLEARING AND GRUBBING / DEMOLITION

# 905-01 Clearing and Grubbing / Demolition

## A. Removal and Disposal of Materials

- 1. The Contractor shall perform demolition work in accordance with SSPWC Section 300-1,"Clearing and Grubbing" and these Special Provisions and as noted on the Construction Plans.
- Existing soil, rock, and vegetation shall be removed and disposed as required to accommodate the construction of the various types of miscellaneous concrete improvements and associated placement of aggregate base or sand bedding.
- 3. Included in this bid item are, but not limited to, removal soil and disposal, removal of trees (if shown on the plans), and removal of shrubs and grass.
- 4. The Contractor shall prune roots per the City Arborist. Tree roots shall not be cut indiscriminately with a root saw. Roots shall be cut by hand using a chain saw when encountered in excavation. Roots found to be growing above the grading plane shall be removed to a depth of six inches below the grading plane. Removal of roots shall be considered as included in the various items of concrete construction and no additional compensation will be allowed therefor. Debris from root removal operations shall become the property of the Contractor and shall be legally disposed of.
- 5. Tree roots encountered in the excavation, grading, and compaction shall be cut and removed. Tree roots over 2" in diameter encountered shall be brought to the attention of the City's Authorized Representative prior to cutting and removal. Existing improvements to remain shall be protected in place. Any damage to facilities that are to remain in place shall be replaced at the Contractors expense.
- 6. Existing concrete curb & gutter, asphalt pavement, crushed aggregate base shall be removed and disposed as shown on the Plans and in accordance with Section 300-1 of SSPWC, unless otherwise shown.
- 7. This includes the removal of all objectionable material and objects from within the existing right-of-way lines, and/or match lines outside the right-of-way as shown on the plans and disposal of said material off the job site and at a location acceptable to the City Engineer.

- 8. Prior to commencing grading operations, soil containing debris, organics, pavement, or other unsuitable materials, shall be stripped from the proposed pavement areas. Demolition areas shall be cleared of soil disturbed during the demolition process. Depressions or disturbed areas left from the removal of such material shall be replaced with compacted fill.
- 9. Existing crushed aggregate base (CAB) may remain beneath locations of proposed curb and gutter improvements if approved by the Engineer.
- 10. Existing structures to remain in service shall be protected and preserved and lowered or raised to finish grade and restored to service upon completion of the work. Objectionable material shall include any excess excavation not required to make finish subgrade.
- 11. Excess material shall become the property of the Contractor.
- 12. All removals from within right-of-way and required protection of facilities are included in this item regardless of method of relocations, disposal, etc.
- 13. Miscellaneous work and materials shall be considered incidental to this bid item and no additional payment shall be made therefor.
- 14. Provide services for effective air and water pollution controls as required by County Air Pollution Control District regulations.
- 15. The Contractor shall accept or confirm existing topographic information, shall review the site and make his own interpretations and conclusions with respect thereto, and shall perform an independent earthwork estimate on which to base the bid.
- 16. Fill material, if used from the site, shall be native material and as follows:
  - Fill materials shall be free of deleterious, organic, and hazardous materials, unsuitable debris, and shall not contain oversize materials greater than 4-inches in maximum dimension.
- 17. The Contractor shall also protect plant life that is to remain. Bench marks, existing structures, fences, sidewalks, paving, and curbs not shown to be removed shall be protected from excavation equipment and vehicular traffic.

Any damage to said objects scheduled to remain shall be replaced by the Contractor at no additional cost to the City.

- 18. Subsoil will be excavated in accordance with lines and levels required for the construction of Work, including space for form construction, bracing and shoring, waterproofing application, and inspection. The Contractor shall stockpile excavated clean fill for reuse where directed and remove excess or unsuitable excavated fill from the site.
- 19. The Contractor shall place acceptable fill material according to SSPWC Section 300 in layers to required subgrade elevations for each area classification listed below:
  - i. In excavations, use satisfactory excavated or borrowed material.
  - ii. Under planter areas, use satisfactory excavated or borrowed materials.
  - iii. Under walks and pavements, use subbase material, or satisfactory excavated or borrowed material, or combination of both.
  - iv. Under piping and conduit, use subbase material where subbase is indicated under piping or conduit and shape to fit bottom 90 degrees of cylinder.
- 20. The Contractor shall uniformly grade all areas to a smooth surface, free from irregular surface changes. The Contractor shall comply with compaction requirements and grade to the cross sections, lines, and elevations indicated on the Plans.
- 21. If during the progress of Work tests indicate that compacted materials do not meet specified requirements, the Contractor will remove defective work, replace and retest at no additional cost to the Owner.
- 22. Newly graded areas are to be protected from traffic and erosion. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, the Contractor shall scarify the surface, reshape, and compact to required density prior to further construction at no additional cost to the City.
- 23. Materials shall be in accordance with SSPWC Section 300-2, "Unclassified Excavation", Section 300-4, "Unclassified Fill", Section 300-5, "Borrow Excavation", Section 301, "Treated Soil, Subgrade Preparation, and Placement of Base Materials", and Section 306, "Underground Conduit Construction" of the Standard Specifications and these Special Provisions and as noted on the Construction Plans.

- 24. Waste materials generated by the grading operation shall be considered the property of the Contractor and shall be disposed of by the Contractor as its expense.
- 25. Perform sawcutting operations to neat, straight lines to the limits designated on the Plans. Where shown on the Plans, sawcut edges shall be made with smooth radius cuts. Sawcutting operations shall comply with Section 300-1.3.2 of SSPWC.
- 26. All existing pavement or hardscape that is to be joined by new construction shall be sawcut in a straight line. Contractor shall exercise due caution to avoid damage to the existing improvement to be protected in-place. Any damage done by the Contractor and/or his equipment shall be repaired or replaced as called out in SSPWC Section 7-9,"Protection and Restoration of Existing Improvements" at the Contractor's expense.
- 27. The Contractor shall stop work and notify the City Representative if they have encountered existing irrigation.
- 28. The Contractor shall conduct demolition operations and debris removal to ensure minimum interference with roads, streets, sidewalks, bike paths, and other adjacent occupied or used facilities.
- 29. The Contractor shall ensure that all existing utilities remain in service and shall protect them against damage during demolition operations. The Contractor shall provide barricades, coverings or other types of protection to prevent damage to existing improvements indicated to remain in place. Reinforcing or other steel may be encountered in portions of concrete to be removed. No additional compensation shall be allowed for the removal of concrete containing reinforcing or other steel.
- 30. This standard specifies the procedures for operations of continuous diamond grinding asphalt pavement to eliminate surface defects such as rutting, roughness and surface deterioration as well as provide desired surface characteristics such as smooth ride, improved friction and drainage. This standard does not apply to corrective bump grinding. The standard provides guidelines for proper operational procedures along with levels of acceptance for the desired surface characteristics. The user of this standard shall be responsible to ensure that all local safety, health and environmental standards are made a part of the project specifications.

#### B. Concrete Removal

- Concrete shall be defined as all or portions of mortared rubble masonry, brick or stone curbs, gutters and sidewalks; and Portland cement concrete curbs, gutters, sidewalks, gutter depressions, driveways, aprons, slope paving, island paving, barriers, retaining walls, spillways, dams, structures, foundations, footings, and all other Portland cement concrete or masonry construction.
- 2. Concrete sidewalks, driveways, and curb and gutters shall be removed to the nearest expansion joint, contraction joint, score mark, or as otherwise directed by the Engineer. Contraction joints and score marks are to be saw cut to the depth of the existing concrete. The Contractor shall layout saw cut lines a minimum of two working days prior to saw cutting and shall notify the Engineer to verify proper location.
- 3. Where portions of existing asphalt concrete surfacing or concrete curb and gutter or sidewalk are to be removed, the outline of the area to be removed shall be cut on a neat line with a power-driven saw to a minimum depth of 0.25 foot before removing the surfacing.
- 4. Any and all concrete sludge generated during saw cutting shall be removed simultaneously with a suitable wet-dry vacuum and properly disposed of. Failure to sufficiently remove and properly dispose of concrete sludge would be a violation of the City's Water Pollution Control Program, and may result in associated penalties.
- 5. Street lighting conduit, irrigation lines, and utility services are often located within the areas indicated for sidewalk removal. The Contractor shall work with the utilities and the adjacent property owners to locate and identify all conflicting lines. Any lines, conduits, and services damaged by the Contractor shall be repaired and service restored immediately at the Contractor's expense. All parkway areas not included in the landscape planting areas shall be restored to their original condition including any replanting, re-sodding, back-filling and re-grading.
- 6. At locations indicated on the plans and at other locations to be determined by the Engineer, the Contractor shall saw cut, remove, and recycle existing concrete, including base course and other hardscape improvements. The contractor shall recycle all demolished concrete to ensure that none of the material will be disposed of at a landfill.
- 7. Prior to starting work, the Contractor shall submit a plan to be approved by the Engineer that demonstrates that all concrete generated from the project will be recycled. The Contractor shall provide to the Engineer weigh tickets or other evidence that the material to be recycled has been disposed of at a recycling facility.

## C. Asphalt Concrete Removal

- Any existing asphalt pavement section adjoining any of the concrete improvements to be replaced shall be removed to a minimum of one and one half (1 ½) feet outside of the limits of the concrete improvements. Concrete or concrete base shall be removed only with specific approval of the Engineer.
- 2. At locations indicated on the plans and at other locations to be determined by the Engineer, the Contractor shall saw cut, remove, and recycle existing asphalt concrete including base course and other hardscape improvements. The contractor shall recycle all demolished asphalt concrete to ensure that none of the material will be disposed of at a landfill. Prior to starting work, the Contractor shall submit a plan to be approved by the Engineer that demonstrates that all asphalt concrete generated from the project will be recycled. The Contractor shall provide to the Engineer weigh tickets or other evidence that the material to be recycled has been disposed of at a recycling facility.

## D. Unclassified Excavation

- 1. Attention is directed to Section 300-2, "Unclassified Excavation", of the Standard Specifications and these Special Provisions.
- 2. The Contractor shall perform all excavation necessary to perform the required work. The excavation shall include the removal and disposal of all materials of whatever nature encountered, which shall include both rock and common excavation, including all obstructions that would interfere with the proper construction and completion of the work, and shall include the furnishing, placing, and maintaining of shoring and bracing necessary to safely support the sides of the excavations.
- 3. The Contractor shall dispose of all excess excavated material at his own expense (except materials determined to be hazardous which shall be paid for as approved extra work), and in accordance with an approved hauling plan.

# E. Payment

Payment for "Clearing and Grubbing / Demolition" shall be at the contract unit price per lump sum listed in the bid schedule. This work shall include full compensation for furnishing all abor, materials, tools, equipment, and incidentals for doing all work involved in clearing and grubbing / demolition, including but not limited to the removal and disposal of all existing materials within the work site, roadway excavation, unclassified excavation, sawcutting, root cutting, demolition of existing asphalt and concrete improvements, and all work as may be required by the

Contract Documents, as shown on the plans, as specified herein, and as directed by the Engineer.

## 905-02 Subgrade Prep and Placement of Base Materials

## A. Subgrade Preparation

The subgrade shall be cut to grade and proof rolled in order to detect isolated unstable areas. Any areas found to be yielding shall be stabilized. If unstable soils are encountered at any time during the grading operation, stabilization will be required prior to placement of aggregate base. Stabilization, if required, shall consist of removing soft, spongy or otherwise unsuitable materials to firm unyielding soil and backfilling with crushed aggregate base.

# B. Payment

Payment for subgrade preparation shall be considered included in the unit price for the bid item for which the subgrade is prepared, and no additional compensation shall be allowed therefor.

## 905-03 Utility Adjustments and Modifications

### A. General

Prior to installing AC paving and sidewalk, all meter boxes, manholes and covers shall be adjusted flush to the proposed pathway/sidewalk grade. Adjustment of facilities operated by the City or the adjacent private property owners shall be considered as included in the contract unit prices for the various items of work adjacent to the adjusted facility. Fire hydrants shall be adjusted or relocated as identified on the plans. Boxes of the various private utilities will be adjusted to grade by the respective utility company. The Contractor shall be responsible for coordination with utility companies and to provide the necessary advance notice of the need for such adjustment and identify the desired grade of the box to the utility representative. Coordination may require that certain areas of construction are 'blocked out' and completed at a later date.

# B. Adjust Frames and Covers

Frames and covers (water valve boxes, sewer manhole, and storm drain manholes) located within the limits of construction shall be adjusted to the new surface grade. Contractor shall receive approval and sign off by utility representatives.

## C. Payment

Full compensation for adjusting frames, covers, hydrants and meter/pull boxes shall be considered as included in the contract unit price paid for the various items of construction and no additional payment shall be made.

## 905-04 Traffic Striping, Curb and Pavement Markings, and Pavement Markers

#### A. General

The scope of work under these bid items shall include all labor, materials, equipment, incidentals, and completion of all work for the removal of existing signs and posts, relocation of existing signs, and installation of signs and posts, pedestrian barricade, removal of all conflicting striping, markings, and markers as required in accordance with the plans, as specified in these special provisions, and as directed by the Engineer.

# **B.** Removal of Existing Striping and Pavement Markings

- 1. Removal of existing traffic striping and pavement markings shall conform to the provisions in Section 15, "Existing Highway Facilities", of the State Standard Specifications, unless otherwise noted herein.
- 2. Existing pavement markers, when no longer required for traffic lane delineation as shown on the plans, or as directed by the City Engineer, shall be removed and disposed of.
- 3. Existing pavement markers, which are to be removed, shall be done so in such a manner as to leave the existing asphalt concrete pavement undamaged. Damage to the asphalt concrete resulting from the removal of pavement markers shall be considered as any depression more than one-fourth inch (1/4") deep. Should any asphalt concrete pavement be damaged or removed, it shall be patched using Type A, No. 4 maximum asphalt concrete.
- 4. Nothing in these Specifications shall relieve the Contractor from his responsibilities as provided in Section 7-1.09, "Public Safety", of the State Standard Specifications. Conflicting striping and pavement markings shall be removed before the installation of new striping and pavement markings. All traffic striping and pavement markings shall be removed in a rectangular shape. New striping and pavement markings shall be installed within 24 hours of removal of old striping and pavement markings.
- 5. Where grinding or sand-blasting is used for the removal of existing traffic striping and pavement markings, and such removal operation is being performed within 10 feet of a lane occupied by public traffic, the residue including dust shall be removed immediately after contact between the grinding or sand-blasting material and the surface being treated. Such removal shall be by a vacuum attachment operating concurrently with the grinding or sand-blasting operation. After the removal of existing traffic striping and pavement markings on asphalt concrete pavement, a fog seal coat shall be applied to the surface of grinding or sandblasting areas in

- accordance with the provisions in Section 37, "Bituminous Seals", of the State Standard Specifications. Disposal of materials shall be removed in a legal manner.
- 6. Remove any conflicting existing striping or markings in accordance with Section 310-5.6 of the SSPWC, as shown on the Plans, as directed by the City Engineer, and according to the following regulations:
  - i. Prior to the removal of any existing traffic markings and lines the Contractor shall determine by the appropriate laboratory analysis¹ if the paint for thermoplastic residue contains lead. Lead is a common constituent in many traffic paints and thermoplastic; when lead is present the Contractor will be subject to a lead compliance plan (CCR Title 8, §1532.1²) prepared and signed by a Certified Industrial Hygienist. Depending on the lead concentration, the paint and/or thermoplastic residue may be hazardous waste and require special handling and disposal. The Contractor shall submit analytical test results of the residue from removal of yellow thermoplastic and yellow painted traffic stripe and pavement marking, including chain of custody documentation, for review and acceptance by the City.
  - ii. The Contractor shall provide the appropriate equipment to completely remove all existing traffic striping or markings that may be confusing to the public. This equipment shall meet all requirements of the air pollution control district having jurisdiction and the lead compliance plan, if applicable. All residual material shall be removed from the pavement without delay as the removal operation progresses. Removal of striping by alternative methods may be permitted when in compliance with the lead compliance plan (if applicable) and approved by the Engineer.
  - iii. Existing markings and striping which are to be abandoned or obliterated shall be removed by appropriate methods. If lead is not present wet sandblasting shall be used. Alternate methods of paint removal are required to be in compliance with the lead compliance plan (if applicable) and receive prior approval of the Engineer. Obliteration of traffic striping with black paint or light emulsion oil shall be done only with the prior approval of the Engineer.

2 http://www.dir.ca.gov/Title8/1532 1.html

### 905-05 Signs and Posts

#### A. General

The scope of work under these bid items shall include all labor, materials, equipment, incidentals, and completion of all work for signs and posts

<sup>1</sup> Make necessary arrangements to test the yellow thermoplastic and yellow paint hazardous waste residue as required by the disposal facility and these Special Provisions. Testing must include, at a minimum, total lead by EPA Method 6010C, total chromium by US EPA Method 7000 series, soluble lead by California Waste Extraction Test, soluble chromium by California Waste Extraction Test, soluble lead by Toxicity Characteristic Leaching Procedure, and soluble chromium by Toxicity Characteristic Leaching Procedure.

foundations as shown on the signing and striping plans and details, including removing, relocating and salvaging traffic signs and/or posts as required in accordance with the plans, as specified in these special provisions, and as directed by the Engineer.

## B. Removal of Signs and Posts

Existing signs at locations shown on the plans to be removed shall not be removed until replacement signs for detour work have been installed or until the existing signs are no longer required for direction of public traffic, unless otherwise directed by the Engineer. All signs are to be inspected prior to their removal and subsequent to reincorporation into the work. Any signs damaged during removal, storage, or resetting shall be replaced at the Contractor's expense.

## 905-06 Payment

- A. The Contractor shall be responsible for all labor, materials, tools, equipment and incidentals to perform all excavation, fill areas, export, site grading to subgrade and finish grade elevations including subgrade preparation and compaction, disposal of waste material, and transportation, excavation safety and to protect adjacent structures, coordination with utility companies for utility work (by others) and protection of utilities from damage as shown on the plans, as specified in the SSPWC and these special provisions, and as directed by the City Representative and shall be considered as included in all contract price bid items and no additional compensation shall be allowed therefore.
- B. Payment for "Clearing and Grubbing / Demolition" shall be at the contract unit price per lump sum listed in the bid schedule. This work shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in clearing and grubbing / demolition, including but not limited to the removal and disposal of all existing materials within the work site, roadway excavation, unclassified excavation, sawcutting, root cutting, demolition of existing asphalt and concrete improvements, removing traffic striping, pavement markings and markers, signs and posts, preparation and compaction, disposal of waste material, and transportation, excavation safety and to protect adjacent structures, coordination with utility companies for utility work (by others) and protection of utilities from damage as shown on the plans, and all work as may be required by the Contract Documents, as shown on the plans, as specified herein, and as directed by the Engineer.
- C. Payment for "Trim Tree" shall be at the contract unit price per each listed in the bid schedule.

## 905-07 Submittals

Submit under provisions of Section 2-5.3, Submittals, of the SSPWC General Provisions, the following information:

- Demolition Plan; indicate methods to be employed, equipment, procedures, and disposal sites and proposed haul routes. Include in the plan, safety measures in accordance with applicable codes including signs, barriers and temporary walkways.
- Permits and Notices authorizing demolition.

#### SECTION 906 - AGGREGATE BASE

### **906-01** General

- A. Attention is directed to Section 200 "Crushed Aggregate Base" of the Standard Specifications, Section 26 "Aggregate Bases" of the Caltrans Standard Specifications, and these Special Provisions. Add the following:
- B. Aggregate base shall be Class 2 and shall conform to the provisions in Section 26, "Aggregate Bases", of the Caltrans Standard Specifications and these Special Provisions. The coarse aggregate (material retained on the No. 4 sieve) shall consist of material of which at least 25% by weight shall be crushed particles as determined by California Test 205.
- C. The subgrade to receive aggregate base, immediately prior to spreading shall not be less than 90% of maximum density; the upper 12" below the base or sub-base course in paved areas shall not be less than 95% of maximum density. Backfill compaction shall be tested for compliance with these requirements. Compaction curves shall be conducted in accordance with ASTM D-1557.
- D. Class 2 Aggregate Base shall be placed under proposed pavement, curb and gutter, longitudinal gutter, sidewalk, curb ramps, and as specified on the plans. A minimum of 6" of Class 2 Aggregate Base to a minimum compaction of 95% relative compaction shall be placed under curb and gutter, longitudinal gutter, and sidewalk unless existing base/sub-base materials have been tested by the Contractor and approved by the Engineer. A minimum of 4" Class 2 Aggregate Base shall be placed under proposed curb ramps.
- E. Surface improvements shall not be placed until the base material has been tested and approved by the Engineer. Compaction by flooding or jetting is not permitted.
- F. The use of recycled aggregates shall not be allowed.

## 906-02 Measurement and Payment

"Class 2 Aggregate Base" will be measured and paid for at the contract unit price per cubic yard. Crushed aggregate base shall include all costs associated with labor and materials necessary for construction and installation including transportation, storage, preparation and compaction of subgrade, placement and compaction of crushed aggregate base to a minimum compaction of 95% compaction under all proposed improvements including, but not limited to A.C. Pavement, curb and gutter, cross gutter and spandrel, retaining curb, curb ramp, and sidewalk within new roadway per project construction plans and these Special Provisions.

## 906-03 Submittals

Submit under provisions of Section 2-5.3, Submittals, of the General Provisions, the following information:

- Product Data: Submit source, gradation, R-Value, sand equivalent, and durability for the proposed base course material.
- Submit manufacturer's and supplier's certification and test reports that materials delivered to the site are in compliance with the specifications.
- Test Reports: Submit plant test reports.

### SECTION 907 - CONCRETE CONSTRUCTION

## **907-01 General**

- A. This section pertains to construction of curbs and gutters, sidewalks, curb ramps, and driveways as indicated on the project plans and as determined necessary in the field.
- B. Any other work required to construct curbs and gutters, cross gutter and spandrel, retaining curbs, sidewalks, and curb ramps, including, but not limited to, demolition, sawcutting, concrete removal, shall be considered incidental to the work and no additional compensation will be allowed.
- C. Concrete construction shall be Portland Cement Concrete constructed on finished subgrade to the lines, grades, and dimensions as shown on the plans in compliance with APWA Standard Plan 112-2,"Curb and Sidewalk Joints" as shown per project plans and details and shall conform to the requirements of SSPWC Sections 201-1,"Portland Cement Concrete", 201-2,"Reinforcement for Concrete", 201-3,"Expansion Joint Filler and Joint Sealants". Concrete used shall be 520-C-2500 unless noted otherwise.
- D. The Contractor shall establish the required elevations, lines and grades as shown on the plans.
- E. The Contractor shall establish weakened-plane joints at all grade breaks shown on the plans or as directed in the field by the Engineer.
- F. Concrete sidewalks, ramps, and curbs shall be constructed to the lines and grades shown on the plans and shall comply with the construction methods set forth in SSPWC Section 303-5,"Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways" of the SSPWC.
- G. The marking and grooving shall be cut 2 inches deep with a pointed trowel before finishing 1/4" deep with a double edge grooving tool to insure a weakened plane in the concrete sidewalk. The marking and grooving pattern shall be varied in such a way to include marks of the corners of any tree wells or other items constructed within the sidewalk area. Uncontrolled cracking will not be acceptable.
- H. Expansion paper shall be placed at round objects such as manholes, drainage structures, utility poles located within the sidewalk. Weakened-plane joints shall be placed across the sidewalk where utilities must be placed in the sidewalk. One joint shall be placed at round objects and two joints at rectangular objects.
- I. The Contractor shall coordinate all potential utility conflicts prior to commencing construction and adjust the Contractor's schedule accordingly to accommodate utility company relocations. If a utility conflict exists, the Contractor shall notify the utility company Owners Representative a minimum of 10 working days prior to any utility relocation required during construction. The Contractor shall

coordinate utility relocations Owners to ensure that there will not be conflicts with proposed construction. The Contractor shall cooperate with the Owners of utilities so that removal and adjustment operations may progress in a timely, responsible, and reasonable manner, duplication of adjustment work may be reduced to a minimum, and services rendered by those parties will not be unnecessarily interrupted.

## 907-02 Curb & Gutter, Cross Gutter and Spandrel, Retaining Curb, and Sidewalk

- A. Sawcut and remove existing curb & gutter to nearest existing joint and dispose of at recycle facility.
- B. Compact subgrade to minimum 90% relative compaction.
- C. Aggregate base under sidewalks, curbs and gutters shall meet the requirements of Section 906 "Aggregate Base" of these Special Provisions.
- D. Concrete sidewalks, curbs and gutters shall be constructed of Class 520-C-2500 concrete.
- E. Curb and gutter shall be constructed to match existing curb and gutter and in accordance with the City of Goleta Standards.
- F. Concrete sidewalks shall be constructed in accordance with the County of Santa Barbara Standard Plans and the Standard Plans for Public Works Construction. A copy of these Standard Plans are attached in the Appendix.
- G. City will have tests performed to ensure that the work meets specified requirements. The tests will be performed at no cost to the Contractor except when tests do not meet specified requirements the testing costs shall be paid in accordance with Contract Documents.

# 907-04 Concrete Curb Ramps

- A. Sawcut and remove existing concrete curb ramps to nearest existing joint and dispose of at recycle facility.
- B. Compact subgrade to minimum 90% relative compaction.
- C. Concrete curb ramps shall be constructed of Class 520-C-2500 concrete.
- D. All curb ramps shall have detectable warning surface. The detectable warning surface and truncated domes shall conform to the requirements of these specifications and the details provided in the Standard Plans. The cost for placement of detectable warning surface shall be included in the unit price for curb ramp and no additional compensation will be made.

The detectable warning surface shall be prefabricated modules designed to be inserted in wet concrete. The color of the detectable warning surface shall be yellow per Caltrans Standards. The finished surfaces of the detectable warning surface shall be free from blemishes.

The manufacturer shall provide a written 5-year warranty for prefabricated detectable warning surface, guaranteeing replacement when there is defect in the dome shape, color fastness, sound-on-cane acoustic quality, resilience, or attachment.

E. Concrete curb ramps shall be constructed in accordance with the County of Santa Barbara Standard Plans and the Standard Plans for Public Works Construction. A copy of these Standard Plans are attached in the Appendix.

## 907-05 Measurement and Payment

- A. Payment for "Construct Curb and Gutter (Type A1-6) 6" Curb" shall be at the contract unit price per linear foot listed in the bid schedule. This work shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in constructing curb and gutters, including but not limited dowels, reinforcement materials, coordination with utility agencies, and all work as may be required by the Contract Documents, as specified herein, and as directed by the Engineer.
- B. Payment for "Construct Curb (Type A1-6)- 6" Curb" shall be at the contract unit price per linear foot listed in the bid schedule. This work shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in constructing curb and gutters, including but not limited dowels, reinforcement materials, coordination with utility agencies, and all work as may be required by the Contract Documents, as specified herein, and as directed by the Engineer.
- C. Payment for "Construct 6" Retaining Curb" shall be at the contract unit price per linear foot listed in the bid schedule. This work shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in constructing curb and gutters, including but not limited dowels, reinforcement materials, coordination with utility agencies, and all work as may be required by the Contract Documents, as specified herein, and as directed by the Engineer.
- D. Payment for "Construct Cross Gutter and Spandrel" shall be at the contract unit price per square foot listed in the bid schedule. This work shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in constructing curb and gutters, including but not limited dowels, reinforcement materials, coordination with

utility agencies, and all work as may be required by the Contract Documents, as specified herein, and as directed by the Engineer.

- E. Payment for "Construct Sidewalk (4" Thick) and Base" shall be at the contract unit price per square foot listed in the bid schedule. This work shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in constructing curb and gutters, including but not limited dowels, reinforcement materials, coordination with utility agencies, and all work as may be required by the Contract Documents, as specified herein, and as directed by the Engineer.
- F. Payment for "Construct Curb Ramp" shall be considered as included in the contract unit price paid per each curb ramp and no additional compensation will be allowed. This work shall include the cost to remove and replace curb ramps, include the cost of detectable warning surfaces, adjacent sidewalk and driveway areas reconstructed to match grade with, or damaged by reconstruction of, new ramps. The work shall also include the cost to construct curb ramps including associated curb and gutters. Asphalt Concrete replaced in front of curb ramps as part of reconstruction work, shall be included in the contract unit price paid for each curb ramp.

### 907-06 Submittals

Submit under provisions of Section 2-5.3, Submittals, of the SSPWC General Provisions, the following information:

- Concrete mix designs for review and acceptance.
- Submit manufacturer's and supplier's certification and test reports that materials delivered to the site are in compliance with the specifications.
- Submit ADA warning surface certification. Detectable warning surface color to be as listed on plans or per City Engineer's direction.

#### **SECTION 908 - A.C. PAVEMENT**

## 908-01 **General**

- A. This section pertains to A.C. pavement used for conforms and to facilitate concrete work.
- B. The scope of work of A.C. Payment shall include all labor, materials, equipment, and incidentals including all costs for prime coat, tack coat and for providing and compacting asphalt concrete base course, finish course, and temporary asphalt patches with sidewalk areas as shown on the plans and as specified in these special provisions.
- C. The use of 2" sand under the temporary asphalt patches shall be considered included within the price of Asphalt Concrete Pavement and incidental to the project with no additional payment.
- D. As shown on the plans, where new asphalt concrete pavement is placed against existing pavement, the existing pavement shall be sawcut along neat vertical lines. The exposed edges of the existing pavement surfaces shall be painted with an asphalt tack coat in accordance with SSPWC Section 302-5.4,"Tack Coat".
- E. The scope of work for AC Dike (Type D1) shall include all labor, materials, equipment, incidentals, and for completing all work for AC dike type C2-6, and crushed aggregate base as shown on the plans and as specified in these special provisions.

## 908-02 Materials

- A. Asphalt Concrete shall conform to Section 203 of the Standard Specifications for Public Works Construction
- B. Grading for Asphalt Concrete shall be Class C2 Dense Medium.
- C. Binder shall be Performance Grade 64-10 (PG-64-10).
- D. Due to the limited supply of A.C. material in this vicinity, past projects have experienced delay and availability problems with their A.C. deliveries. The Contractor shall prepare a schedule that takes into account material availability, competing larger concurrent projects and forecasted weather conditions that could interfere with the delivery and placement of A.C. pavement. The schedule should illustrate and highlight identified conflicts on the schedule.
- E. Tack coat shall be HPS "No Track Tack" by Paramount Petroleum Corporation or approved equivalent.
- F. The amount of paving asphalt to be mixed with the aggregate shall be 7 percent by weight of the dry aggregate. The exact amount of asphalt to be mixed with the aggregate will be determined by the Engineer.

- G. Lime shall not be added to the asphalt or aggregate.
- H. Prime coat shall be used on the crushed aggregate base per SSPWC Section 302-5.3,"Prime Coat".
- I. Asphalt binder emulsion for use as a binder (tack coat) shall be CSS1h or CQS1h, and shall be applied at the rate of 0.08 gallons per square yard to the entire area designated for pavement. Tack coat shall be applied to all existing pavement surfaces to be overlaid and/or joined and per SSPWC Section 302-5.4,"Tack Coat". Asphalt emulsion shall comply with SSPWC Section 203-3,"Emulsified Asphalt".
- J. All work shall conform to SSPWC Section 302-5,"Asphalt Concrete Pavement". Such work shall include controlling nuisance water, watering, and removing loose and broken asphalt concrete pavement and foreign material as specified or as required by the Engineer.
- K. Pavement subgrade shall be compacted to 95% relative compaction prior to placement of the pavement section.
- L. Materials for AC Dike (Type D1) shall conform to the requirements of SSPWC Section 203-6, "Asphalt Concrete", and Section 303-5, "Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways".

# 908-03 Placement and Quality Control

- A. The pavement surface shall be free from areas of open texture or excess course aggregate. Surfaces that exhibit such open texture shall be removed and replaced.
- B. Prior to A.C. replacement, the ground pavement surface shall be free from dust, dirt, moisture, vegetative matter, other organic matter, and solvents and the entire surface shall be tack coated. The application rate for the tack coat shall be approximately 0.15 gallons per square yard of surface area. The Engineer will determine if an adjustment is required.
- C. Asphalt concrete shall be compacted to a minimum of 95% of maximum density.
- D. The contractor shall undertake the work in such a manner that the replacement pavement matches the crown and cross slope of the adjacent pavement sections. Conform differential shall not exceed 1/8" at any join location.
- E. Contractor shall construct pavement joints (lateral or longitudinal seams) in conformance with Caltrans Standards. Joints shall be tight with no voids of offsets.

- F. The finished surface profile tolerances of the work shall be suitable for public traffic and shall equal or exceed the surface profile tolerance of the adjacent pavement. Deviation from a 10-foot straight edge shall not exceed that of the adjacent pavement surface when the straight edge is placed in the same direction. The Contractor shall provide and use a 10-foot straight edge to check and correct surface profile irregularities at each work location concurrent with and as an integral part of the spreading and compacting work. The Engineer will make the final determination of the acceptability of surface profile for the finished pavement.
- G. No payment shall be made for asphalt concrete required for backfilling overexcavated areas at locations not determined by the Engineer and authorized in advance of A.C. placement, or due to the Contractor's operation and convenience.
- H. If the finished surface of the asphalt concrete on the traffic lanes does not meet the specified surface tolerances, it shall be brought within tolerance by either:
  - 1. Micro Milling (with fog seal or Type II road slurry at the Engineer's direction); or
  - 2. Removal by cold milling or digout and replacement

The Engineer will select the method. The corrective work shall be performed at the Contractor's expense.

If Micro Milling is used to bring the finished surface to specified surface tolerances, additional grinding shall be performed as necessary to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel to the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines perpendicular to the pavement centerline, within any ground area.

All ground areas shall be neat rectangular areas of uniform surface appearance. Cold Milling shall conform to the requirements in Section 302-1 of the Standard Specifications. If more than 10% of any overlaid street needs to be ground or replaced because it is out of tolerance, the Contractor shall coat the entire limits of the street overlaid with a Type II Slurry Seal per Section 302-4 Emulsion-aggregate Slurry of the Standard Specifications. If the work is being performed on a divided street, each side shall be considered a separate street for the purpose of assessing the percent of area out of tolerance.

All corrective work shall be considered as incidental work and no additional payment will be made therefore.

If necessary, night work shall be performed with adequate lighting such that there is no difference between the qualities of night and day work. A minimum of two light stands per block on each side of the street shall be provided for each street. An additional light stand shall be provided for each 200' of street being worked on.

When the length of the street work is in excess of 500', the Contractor shall provide 6 light stands and move them as the work progresses down the street. Intersections shall be considered as separate from lighting requirements and shall require two (2) light towers per intersection, as approved in advance by the Engineer.

- J. The Contractor shall evaluate existing surface drainage patterns, street grade and cross slope and shall place the overlay to match the original surface so that drainage patterns remain unchanged.
- K. The Contractor's work shall be supervised by personnel with no less than 15 years of experience in asphalt concrete repair and overlay. If work is consistently out of tolerance the engineer will require the contractor to replace the foreman and/or workers as required to bring the work into tolerance.
- L. Temporary asphalt patch for use within the sidewalk area shall be Type C2 or approved equal by the Engineer. Use of 2" thick of clean sand shall be prepared under temporary asphalt patch locations. Compaction requirements shall be the same as listed with this section B materials and methods unless otherwise approved by the Engineer. The 4" CAB shall be per bid item 13 Crushed Aggregate Base.
- M. Prior to paving operations, the subgrade shall be check rolled to locate any unstable or pumping areas. The areas identified as unstable or pumping by the Engineer shall be stabilized per the direction of the Engineer.

## 908-04 Measurement and Payment

- A. The final payment quantities shall be based on the actual amount of materials installed or measured on the job. Certified weighmaster load tickets shall be required for all asphalt concrete pavement material delivered to the site. No payment shall be made for any materials not accompanied by such a load ticket.
- B. The contract price paid per ton for "Asphalt Concrete (PG 64-10, Type C2)" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in asphalt placement, compaction, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer. Full compensation for tack coat, prime coat, subgrade preparation shall be considered as included in the contract price paid for Asphalt Concrete Pavement and no

additional compensation shall be allowed therefore. In addition, full asphalt concrete pavement compensation is contingent upon the following:

C. Asphalt performance table/reduction in pay:

**Reduced Payment Factors for Percent of Maximum Theoretical Density** 

. <u> </u>	TOI Percent of W		ioui Donoity
Mix Type B and C2  Percent of Maximum Theoretical Density	Reduced Payment Factor	Mix Type B and C2  Percent of Maximum Theoretical Density	Reduced Payment Factor
1.0	.0000	7.0	.0000
0.9	.0125	7.1	.0125
0.8	.0250	7.2	.0250
0.7	.0375	7.3	.0375
0.6	.0500	7.4	.0500
0.5	.0625	7.5	.0625
0.4	.0750	7.6	.0750
0.3	.0875	7.7	.0875
0.2	.1000	7.8	.1000
0.1	.1125	7.9	.1125
0.0	.1250	8.0	.1250
9.9	.1375	8.1	.1375
9.8	.1500	8.2	.1500
9.7	.1625	8.3	.1625
9.6	.1750	8.4	.1750
9.5	.1875	8.5	.1875
9.4	.2000	8.6	.2000
9.3	.2125	8.7	.2125
9.2	.2250	8.8	.2250

9.1	.2375	8.9	.2375
9.0	.2500	9.0	.2500
89.0	Remove & Replace		Remove & Replace

- D. The use of 2" sand under the temporary asphalt patches shall be considered included within the price of Asphalt Concrete Pavement and incidental to the project with no additional payment.
- E. Measurement and payment of "Construct 6" Dike (Type D1)" shall be per linear foot of acceptably constructed retaining curb or warning curb and preparation of subgrade in accordance with the project plans and as specified in the special provisions. Payment shall include full compensation for all labor, materials, tools and equipment to completely construct this item of the work, in accordance with the project plans, standard specifications, and as specified in the special provisions.

# 908-05 Submittals

Submit under provisions of Section 2-5.3, Submittals, of the General Provisions, the following information:

- Mix Design: Submit proposed mix design for each asphaltic concrete mixture proposed. Include test data in support of each proposed mix design.
- Submit manufacturer's and supplier's certification and test reports that materials delivered to the site are in compliance with the specifications.

**END OF SECTION 908** 

# SECTION 909 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

# 909-01 **General**

#### A. SCOPE

This work shall consist of installing/replacing all traffic stripes, legends, crosswalks, and limit lines and providing new STOP legends and bars in accordance with the current State of California Standard Plans (SSP). **All traffic striping shall be paint.** All striping shall be installed based on the latest standard specifications. This work also includes painting and/or re-painting existing painted curb and curb markings with the same kind and color of paint, and as shown on the Plans and as directed by the Engineer.

#### **B. MATERIALS AND METHODS**

#### PAINT TRAFFIC STRIPES AND PAVEMENT MARKINGS

#### Paint

Painting of pavement markings and striping shall be in accordance with Section 84 "Markings" of the State Standard Specifications, except that all traffic markings and striping constructed with Rapid Dry Paint shall be made in two (2) applications, three (3) days minimum between each application, each at the specified application rate. The first application shall be applied within five calendar days after completion of paving.

# Pavement Markers

Pavement markers shall meet the requirements of Section 82 "Signs and Markers" of the Standard State Specifications and shall be completed no later than seven calendar days after completion of paving.

Reflective sheeting for metal and flexible target plates shall be the reflective sheeting designated for channelizers, markers, and delineators specified in the most current prequalified and tested signing and delineation materials and products list maintained by the California Department of Transportation.

## PREQUALIFIED AND TESTED SIGNING AND DELINEATION

#### **MATERIALS**

The California Department of Transportation maintains a trade name list of approved prequalified and tested signing and delineation materials and products. Approval of prequalified and tested products and materials shall not preclude the City Engineer from sampling and testing any of the signing and delineation materials or products at any time.

Listing of approved prequalified and tested signing and delineation materials and products cover the following:

# 909-02 Measurement and Payment

All traffic stripes shall be measured by the linear foot along the line of the traffic stripe, whether a single or double traffic stripe (as per each detail), without deductions for gaps in broken (skipped) traffic stripes. Payment for all traffic stripes of the widths designated in the contract documents shall be per linear foot and shall include full compensation for furnishing all labor, material, tools, equipment, primer, incidentals and establishing alignment to completely install the traffic stripes, unless otherwise noted in each bid item.

All pavement markings and legends shall be paid for by the square foot of actual area covered and shall include full compensation for furnishing all labor, material, tools, equipment, primer, incidentals and lay-out work to completely install the pavement markings and legends, unless otherwise noted in each bid item.

All pavement markers, reflective and non-reflective types, shall be included in all other pay items, no additional payment will be provided for furnishing all labor, material, tools, equipment, adhesive and all other incidentals to completely install the pavement marker.

Measurement and payment for "REFLECTIVE PAVEMENT MARKINGS" shall be based on the contract unit price per **lump sum** per the dimensions on the Plans, State Standard Specifications, Special Provisions, and as directed by the Engineer.

Measurement and payment for "**RED CURB**" shall be based on the contract unit price per **linear foot** per the dimensions on the Plans, State Standard Specifications, Special Provisions, and as directed by the Engineer.

Measurement and payment for "CONTINENTAL CROSSWALK" shall be based on the contract unit price per **square foot** per the dimensions on the Plans, State Standard Specifications, Special Provisions, and as directed by the Engineer.

Measurement and payment for "LIMIT LINE" shall be based on the contract unit price per linear foot per the dimensions on the Plans, State Standard Specifications, Special Provisions, and as directed by the Engineer.

Measurement and payment for "STOP" PAVEMENT MARKING" shall be based on the contract unit price per square foot per the dimensions on the Plans, State Standard Specifications, Special Provisions, and as directed by the Engineer.

Measurement and payment for "BIKE LANE MARKING" shall be based on the contract unit price per square foot per the dimensions on the Plans, State Standard Specifications, Special Provisions, and as directed by the Engineer.

Measurement and payment for "TYPE I ARROW" shall be based on the contract unit price per **square foot** per the dimensions on the Plans, State Standard Specifications, Special Provisions, and as directed by the Engineer.

Measurement and payment for "TYPE IV (L) ARROW" shall be based on the contract unit price per square foot per the dimensions on the Plans, State Standard Specifications, Special Provisions, and as directed by the Engineer.

Measurement and payment for "YIELD PAVEMENT MARKINGS" shall be based on the contract unit price per **square foot** per the dimensions on the Plans, State Standard Specifications, Special Provisions, and as directed by the Engineer.

# 909-03 SUBMITTALS

Submit under provisions of Section 2-5.3, Submittals, of the General Provisions, the following information:

- Material data sheets for paint striping and markers
- A Certificate of Compliance shall be furnished as specified in SSPWC Section 4-1.5, "Certificates of Compliance", for signing and delineation materials and products. Said certificate shall also certify that the signing and delineation material or product conforms to the prequalified testing and approval of the California Department of Transportation, Division of Traffic Operations and was manufactured in accordance with the approved quality control program.

#### **END OF SECTION 909**

#### **SECTION 910 – SIGNS AND POSTS**

#### 910-01 **General**

#### A. SCOPE

The scope of work under these bid items shall include all labor, materials, equipment, incidentals, and completion of all work for signs and posts foundations as shown on the signing and striping plans and details, including removing, relocating, salvaging, furnishing and installing traffic signs and/or posts as required in accordance with the plans, as specified in these special provisions, and as directed by the Engineer.

# **B. MATERIALS AND METHODS**

Work shall include signs to be removed, salvaged, and relocated as shown on the plans. All signs shall be installed on new, single or double, poles or posts as shown per the Plans and Details. Removal of signs shall include the removal of the foundations. Foundation excavations shall be backfilled and compacted with material approved by the Engineer or City's Authorized Representative.

New roadside signs shall be fabricated and furnished to the project in accordance with details shown on the plans, the FHWA Traffic Sign Specifications, Caltrans Traffic Sign Specifications, and these special provisions.

All signs shall be standard size for conventional roads per the latest version of the California Manual of Uniform Traffic Control Devices (CA-MUTCD) unless otherwise specified and shall have minimum 3M high intensity prismatic retroreflective sheeting.

Information on Caltrans Traffic Sign Specifications for California sign codes is available for review at the Caltrans internet site:

# http://www.dot.ca.gov/hg/traffops/signtech/signdel/specs.htm

Information on FHWA Traffic Sign Specifications for signs referenced with federal sign codes can be found in the Federal Highway Administration (FHWA) Standard Highway Signs Book which is available for review or purchase at the following Internet website:

# http://mutcd.fhwa.dot.gov/ser-pubs.htm

No legend shall be installed at the project site. Legend shall include letters, numerals, tildes, bars, arrows, route shields, symbols, logos, borders, artwork, and miscellaneous characters. The style, font, size, and spacing of the legend shall conform to the Standard Alphabets published in the FHWA Standard Highway Signs Book. The legend shall be oriented in the same direction in accordance with the manufacturer's orientation marks found on the retroreflective sheeting.

The Engineer will inspect signs at the delivery location, and in accordance with Section 4, "Control of Materials," of the Standard Specifications for Public Works Construction. The Engineer will inspect signs for damage and defects before and after installation.

Sign posts for metal post installation shall be in accordance with Section 65-2.02A, "Metal Posts," of the Caltrans Standard Specifications and these special provisions. Metal sign posts shall be constructed of 12 gage square perforated galvanized tube and conform to the requirements of ASTM designation A653. Metal sign posts shall be S-Square Tube [888.267.6463; <a href="www.s-squaretube.com">www.s-squaretube.com</a>], Unistrut-Telespar [800.882.5543; <a href="www.alliedtube.com">www.alliedtube.com</a>], or Engineer approved equal. Post assemblies shall conform to the minimum requirements of the project plans and shall have an acceptance letter issued by the FHWA for use as a sign support on the National Highway System. Details shown on the project plans shall be taken as project minimums and shall adjusted by Contractor supplied shop submittal as required to conform to the as-approved configuration identified within the applicable FHWA acceptance letter.

Post, anchor and sleeves shall be of square, perforated, welded steel tubing with full length perforation 1" on center. These standards shall replace all 4 x 4 posts, U-channel, galvanized, or any other post that does not confirm to these standards. Any and all posts that are removed due to contractual obligations shall be replaced with the above-mentioned standard post anchor and sleeve.

Sign posts to be 2" x 2" fully galvanized square, fully perforated 12-gauge steel.

Anchors to be 2-1/4" x 2-1/4" x 30" fully galvanized square, fully perforated 12-gauge steel.

Sleeves to be 2-1/2" x 2-1/2" x 18" fully galvanized square, fully perforated 12-gauge steel.

Anchor and sleeve to be imbedded with no more than 4 holes exposed and no less than 2 holes exposed.

If anchor and sleeve are to be used in median island with stamped concrete, Contractor shall use a 4" PVC as a buffer between concrete and sign hardware. PVC should be the same thickness as concrete.

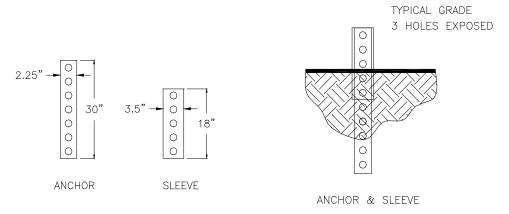
Bolts for attaching post to anchor sleeve shall be provided and installed in accordance with the manufacturer's recommended torque.

Posts constructed in existing sidewalk shall have the existing sidewalk removed and replaced by 12 inch or larger diameter coring or by removal to the next adjacent score mark.

Posts constructed in new sidewalk shall include a 12 inch minimum square blockout of the sidewalk to accommodate sign post construction.

Concrete for post anchors shall be minor concrete conforming to these special provisions.

Signs mounted on Edison light standards shall be 7' minimum height so as not to cover standard I.D. tag.



Sign panel fastening hardware shall conform to the following:

Frame assemblies for multiple sign installations shall be fabricated of structural steel conforming to the requirements in ASTM Designation: A 36/A 36M, or of aluminum alloy as shown on the plans. Frames fabricated of structural steel shall be hot-dip galvanized after fabrication.

Back braces for signs shall be commercial quality, mild steel, hot-dip galvanized after fabrication.

Straps and saddle brackets for mounting sign panels on electroliers, sign structure posts and traffic signal standards or where shown on the plans shall be stainless steel conforming to the requirements in ASTM Designation: A 167, Type 302 or 304. Theft-proof bolts shown on the plans shall be stainless steel with a chromium content of at least 16 percent and a nickel content of at least 8 percent.

Lag screws, bolts (except theft-proof bolts), metal washers and nuts shall be commercial quality steel, hot-dip galvanized after fabrication. Fiber washers shall be of commercial quality.

Galvanizing shall conform to the provisions Section 210-3, "Galvanizing." of the SSPWC.

Bollards shall be flexible type and be able to be installed in asphalt. Flexible bollards shall be white with yellow reflectors with a height of 48" and shall be MUTCD compliant.

## **910-02 PAYMENT**

Measurement and payment for "SIGN AND POST" shall be based on the contract unit price per **each** sign per the CA-MUTCD conventional sign dimensions, on the Plans, State Standard Specifications, Special Provisions, and as directed by the Engineer. The Contract unit price paid for SIGN AND POST shall include all labor, materials, tools, equipment, and incidentals for installing the traffic signs, foundations, and posts complete and no additional compensation will be allowed therefor, including fastening hardware, back braces, straps and saddle brackets, and frame assemblies for multiple sign panels.

Measurement and payment for "BOLLARDS" shall be based on the contract unit price per each per the dimensions on the Plans, State Standard Specifications, Special Provisions, and as directed by the Engineer.

# 910-03 SUBMITTALS

Submit under provisions of Section 2-5.3, Submittals, of the General Provisions, the following information:

Material data sheets for signs and posts

- A Certificate of Compliance shall be furnished as specified in SSPWC Section 4-1.5, "Certificates of Compliance", for signing and delineation materials and products. Said certificate shall also certify that the signing and delineation material or product conforms to the prequalified testing and approval of the California Department of Transportation, Division of Traffic Operations and was manufactured in accordance with the approved quality control program.
- Cut sheets for bollards. Indicate materials, dimensions, sizes, weights, and finishes of components. Include plans, foundation drawings, and other required installation and details of anchorage.

**END OF SECTION 910** 

#### **SECTION 911 – LANDSCAPING**

# 911-01 **General**

The Contractor shall furnish all labor, equipment, material, supplies, and other incidentals necessary to provide native soil and shall consist of a mixture of an approved soil mixture product, mixed and uniformly spread over a properly prepared surface.

# 911-02 Materials and Methods

Native Soil shall be as specified in SSPWC 800-1.1.2 Class "A" Topsoil or approved equal. Native Soil shall be prepared by raking at lifts of 2" max with the area watered in a manner so as not to cause surface erosion or flooding to establish compaction. Contractor to match existing mulch landscape. Contractor to cap and/or adjust irrigation in conflict with proposed improvements.

# 911-03 Measurement and Payment

Measurement and payment for the "Native Soil (6")" shall be based on the contract unit price per cubic yard per the dimensions and include any and all irrigation alterations as shown on the Plans, State Standard Specifications, Special Provisions, and as directed by the engineer.

# 911-04 Submittals

Material data sheets for native soil.

**END OF SECTION 911** 

# TRAFFIC/ELECTRICAL IMPROVEMENTS

#### A. SCOPE

The scope of work for the RRFB ASSEMBLY, POLE, FOUNDATION, AND APPURTENANCES, PEDESTRIAN PUSH BUTTON, TRAFFIC SIGNAL PULLBOX, and STREET LIGHTING PULLBOX, CONDUIT AND WIRING, brackets, cabinets, poles, foundations, signs, type II AF service, pull boxes, conduit, and wiring, and solar engine, and audible pedestrian push buttons, complete as shown on the plans and as specified in these special provisions. The Rectangular Rapid Flashing Beacon (RRFB) Crosswalk Lighting System shall be fully compliant with all FHWA and CA-MUTCD guidelines.

#### **B. MATERIALS AND METHODS**

The RRFB shall be per TAPCO manufacturer or approved equal, shall contain two solar-powered rectangular rapid flashing beacons with side of the pole control cabinet or approved equal in compliance with CA-MUTCD requirements. The LEDs used shall be rated for a minimum 15-year life. The RRFB shall draw attention at distances greater than 1000 feet during the day and over 1 mile at night.

TAPCO 24819 or Approved Equal		
Mounting	Various Options Available	
Hardware		
Wind Load Rating	Up to 120 mph	
Operating	-40°F to 122°F	
Temperature		
Range		
BLINKEBE	AM WIRELESS COMMUNICATION	
Frequency	900 MHz FHSS (Frequency Hopping Spread	
Trequency	Spectrum)	
Range	900 feet (radio site survey recommended)	
Connectivity	Crosswalk and optional advanced warning	
Connectivity	LEDs active concurrently	
	ACTIVATIONS	
Push Button	ADA push button, typical (<120 millisecond)	
Activation		
User-Actuated	Polara Engineering "Bulldog" with Signs per	
Push Button	plan	

#### **Foundations**

Foundation work shall be in accordance with Section 56-3.01C(2) "Foundations" of the 2015 *Caltrans Revised Standard Specifications*, except as modified or supplemented herein.

Foundation materials shall consist of cementitious materials, aggregates, water, and bar reinforcement.

The quantity of free water must not exceed 310 pounds per cubic yard of concrete plus 20 pounds of free water for each required 100 pounds of cementitious material in excess of 550 pounds of cementitious material per cubic yard of concrete.

Aggregates must be on the latest Caltrans *Authorized Material List* at the time of mix design submittal. Combined aggregate must be graded within the limits shown in the following table:

	1 inch max		
Sieve	(%	1/2 inch max	3/8 inch max
size	passing)	(% passing)	(% passing)
2 inch	-	-	-
1-1/2	100		
inch			
1 inch	90–100		
3/4 inch	55–100	100	
1/2 inch		90–100	100
3/8 inch	45–75	55–86	50–100
No. 4	35–60	45–63	45–63
No. 8	27–45	35–49	35–49
No. 16	20–35	25–37	25–37
No. 30	12–25	15–25	15–25
No. 50	5–15	5–15	5–15
No. 100	1–8	1–8	1–8
No. 200	0–4	0–4	0–4

Water shall be in accordance with 90-1.02D "Water" of the 2015 *Caltrans Standard Specifications*.

Admixture type and brand must be on the latest Caltrans *Authorized Material List* at the time of mix design submittal.

<u>Bar Reinforcement</u>. Reinforcing bars must be deformed bars complying with ASTM A706/A706M, Grade 60 or ASTM A615/A615M, Grade 60. Plain bars for spiral or hoop reinforcement in concrete piles shall comply with ASTM A615/A615M, Grade 40 or Grade 60.

Pads and Foundations for Push button post, Type 1 standards, and Cabinets. The Portland cement concrete shall be class 520-C-2500 in accordance with Subsection 201-1 "Portland Cement Concrete" or better. No supplementary cementitious materials are allowed.

Mortar. Mortar shall be 1 part by volume cement and 3 parts by volume of clean sand. Mortar must contain only enough water to allow placing and packing. Mortar Class C in accordance with Subsection 201-5 "Cement Mortar" is acceptable.

<u>Construction.</u> Unless otherwise approved by the Engineer, the section of sidewalk shall be restored around each signal pole foundation as show per plan.

The pole types specified in the plans shall have foundations constructed in accordance with the Caltrans standard plans: RSP ES-7J, Type 15-FBS, Pole 1-B RSP ES-7B.

For relocated standards, construct new foundations and furnish anchor bolts of the proper type and size.

Placing Concrete. Before placing concrete, moisten the forms and ground.

Discharge ready-mixed concrete from the transport vehicle while the concrete is still plastic and before stiffening occurs. Take whatever action is necessary to eliminate quick stiffening, except do not add water. Conditions contributing to quick stiffening are:

- 1. Elapsed time of 1.5 hours in agitating hauling equipment or 1 hour in non-agitating hauling equipment
- 2. More than 250 revolutions of the drum or blades after introduction of the cementitious material to the aggregates
- 3. Concrete temperature over 90 degrees F

The mixing time in a stationary mixer must be at least 50 seconds and no more than 5 minutes.

The minimum required revolutions at mixing speed for transit-mixed concrete must be at least that recommended by the mixer manufacturer and must be increased as needed to produce thoroughly and uniformly mixed concrete.

If you add a high-range water-reducing admixture to the concrete at the job site, the total revolutions must not exceed 300.

<u>Curing Concrete</u>. Cure formed concrete surfaces by keeping the forms in place. Keep the forms in place for at least 7 days after the concrete is placed. Maintain a concrete temperature of at least 40 degrees F for 72 hours after placing.

Do not erect posts, poles, standards, pedestals, or cabinets until the concrete foundation has cured for at least 7 days.

Removals. A foundation must be completely removed if not shown on the plans to be reused or cut. Dispose of foundations that are removed. Backfill the resulting hole in accordance with *Excavation and Backfill*.

#### Standards, Poles, Pedestals and Posts

Standards, Poles, Pedestals and Post work shall be in accordance with Section 56-3.02 "Steel Standards, Poles, Pedestals, and Posts" of the 2015 *Caltrans Revised Standard Specifications*, except as modified or supplemented herein.

All standards shall be erected and installed within six weeks of commencing excavation.

The standards and pole types specified in the plans are in accordance with PB-5102-15-PNC pole by Pelco or approved equal or 15-FBS, where denoted on the plans.

Metal sign posts shall be constructed of 12 gage square perforated galvanized tube and conform to the requirements of ASTM designation A653. Metal sign posts shall be S-Square Tube [888.267.6463; <a href="www.s-squaretube.com">www.s-squaretube.com</a>], Unistrut-Telespar [800.882.5543; <a href="www.alliedtube.com">www.alliedtube.com</a>], or Engineer approved equal. Post assemblies shall conform to the minimum requirements of the project plans and shall have an acceptance letter issued by the FHWA for use as a sign support on the National Highway System.

The Base assembly for the pole standards shall be per PB-5349 Octagonal. Base Assembly shall be by Pelco or approved equal.

Signal standards shall have handhole on the downstream side of the pole in relation to traffic.

<u>Installation.</u> Install signal standards in accordance with *Caltrans Standard Plan ES-7M* and *ES-7O*.

Install signal standards with the handhole on the downstream side of the pole in relation to traffic. Handholes shall be in accordance with *Caltrans Standard Plan* ES-7M.

The end of any signal mast arm tenon not to be used shall be covered by an approved galvanized steel cap.

Provide 2 nuts and washers for the upper threaded part of each anchor bolt. Provide 3 nuts and washers for each anchor bar or stud.

Do not erect posts, poles, standards, pedestals, or cabinets until the concrete foundation has cured for at least 7 days.

Plumb or rake by adjusting the leveling nuts before tightening nuts. Do not use shims or similar devices. After final adjustments of both top nuts and leveling nuts on anchorage assemblies have been made and each post, standard, and pedestal on the structure is properly positioned, tighten nuts as follows:

- 1. Tighten leveling nuts and top nuts, following a crisscross pattern, until bearing surfaces of all nuts, washers, and base plates are in firm contact.
- 2. Use an indelible marker to mark the top nuts and base plate with lines showing relative alignment of the nut to the base plate.
- 3. Tighten top nuts, following a crisscross pattern, an additional 1/6th of a turn.

<u>Bonding Jumper</u>. For standards with handholes, a UL-listed lug and 3/16-inch or larger brass or bronze bolt must be included for attaching the bonding jumper.

For slip base standards, a UL-listed lug must be attached to the bottom slip base plate with a 3/16-inch or larger brass or bronze bolt if a UL-listed ground clamp on each anchor bolt is not used for attaching the bonding jumper.

Ground standards with a handhole by attaching a bonding jumper from the bolt or lug inside the standard to a metal conduit or to the grounding wire in the adjacent pull box. The bonding jumper must be visible when the handhole cover is removed.

Ground standards without a handhole or standards with a slip base by attaching a bonding jumper to all anchor bolts using ground clamps and connecting it to a metal conduit or to the grounding wire in the adjacent pull box. The bonding jumper must be visible after mortar has been placed on the foundation.

<u>Identification Tags</u>. Attach rectangular corrosion-resistant metal identification tags above the handhole near the base using stainless steel rivets.

The lettering on each identification tag must be:

- 1. Either depressed or raised
- 2. 1/4 inch tall
- 3. Legible
- 4. Readable after the support structure is coated and installed

Include the following information on the tag:

- 1. Name of the manufacturer
- 2. Date of manufacture
- 3. Identification number
- 4. Unique identification code assigned by the manufacturer

Mortar. After each post, standard, and pedestal is properly positioned, place mortar under the base plate per *Caltrans Standard Plan ES-7M*. Finish the exposed portion to present a neat appearance. Clean concrete areas to be in contact with mortar of loose or foreign material that would prevent bonding between the mortar and the concrete surfaces. Flush the concrete areas with water and allow them to dry to a surface-dry condition immediately before placing the mortar. Tightly pack mortar to completely fill spaces. Locations where mortar can escape must be mortar-tight before placing mortar. Cure mortar for 3 days by applying water to keep the mortar continuously wet after the mortar is placed.

<u>Relocation</u>. If an existing standard is ordered to be relocated or reused, remove large dents, straighten shafts, and replace parts that are in poor condition. Furnish anchor bolts or bars and nuts required for relocating or reusing standard. If a standard or mast arm is relocated, furnish:

- 1. New bolts, nuts, cap screws, and washers
- 2. New keeper plate, if the standard has a slip base

Warranty. Provide a minimum 1-year manufacturer's replacement warranty for the standards, pedestals, and mast arms. The warranty period starts on the date of Contract acceptance, and no earlier than date of bid opening.

# Pedestrian Push Button.

The Pedestrian Push Button and all traffic signs attached to pole shall be included with pole installation. Signs include: W11-2, W16-7P, W11-501, and R62E(CA). along with ADA compliant pedestrian push button. The pedestrian push button shall have touchless actuation. The housing shall be manufactured with stainless steel materials and be vandal resistant.

#### Traffic Pull Boxes, Conduit, and Wiring

Traffic Pull Boxes shall be per Caltrans Std. Plan RSP ES-8B (No. 5 (T)) "Traffic" or City approved equal, a minimum 2" conduit between RRFB main pole and Pedestrian Push Button Post, with the required wires and spare wires required per RRFB manufacturer to operate.

# Audible Pedestrian Push Button Assembly

Pedestrian Push Button (PPB) shall be ADA compliant, Polara iN2 and Touchless Pedestrian Push Button Detection system complete or approved equal. Body of PPB shall be aluminum, powder coated and shall be vandal resistant. Material of the button shall be 316 Stainless Steel and the arrow button be Anodized 6061 Aluminum, Nickel Plated. PPB shall have a Piezo Driven Solid State Switch. The APS system shall consist of all electronic control equipment, mounting hardware, push buttons and signs, to provide a push button with a raised vibrating tactile arrow on the button and

a variety of audible sounds for different pedestrian signal functions for use with Rectangular Rapid Flashing Beacons (RRFB). APS push button system consistent with FHWA/MUTCD, Interim Approval 21, March 20, 2018.

PPB shall be compliant for the following tests:

- 2 Wire APS Functionality Requirements MUTCD 2009 4E and CAMUTCD 2011 – 4E
- Temperature and Humidity NEMA TS 2
- Transient Voltage Protection NEMA TS 2
- Transient Suppression IEC 61000-4-4, IEC 61000-4-5
- Lighting and Power Protection GR-1089-CORE, Extended to 6000V-400A, 25 reps, 120VAC-15mins.
- Electronic Noise FCC Title 47, Part 15, Class A
- Mechanical Shock and Vibration NEMA TS 2
- Ingress of Water NEMA 250 6P, Rain, Snow, etc.
- Ingress of Water NEMA 250 6P, Submersion
- Salt Spray and Corrosion NEMA 250 6P
- Ingress of Foreign Objects NEMA 250 6P
- Electrical Reliability NEMA TS 4
- Push Button Enclosure NEMA 250 Type 4X
- Central Control Unit Enclosure NEMA 250 Type 1

APS system shall be manufactured by an ISO 9001:2015 registered company. System shall include a locator tone if a speech pushbutton information message is used in conjunction with an RRFB. The audible information device shall not use vibrotactile indications or percussive indications if a speech pushbutton information message is used in conjunction with an RRFB, also the message should say, "Yellow lights are flashing." The message should be spoken twice.

The following are additions to the State Standard Specifications Section 86, Electrical Systems.

# Add to the end of the 1st paragraph of the RSS for section 86-1.01:

This work is shown on plan sheets labeled E. The work involved in each bid item is shown on a sheet with a title matching the bid item.

Rectangular Rapid Flashing Beacon (RRFB) work must be performed at the following location:

- 1. Cathedral Oaks Road at Carlo Drive
- 2. Cathedral Oaks Road at Evergreen Drive
- 3. Cathedral Oaks Road at Brandon Drive

# Add to the list in the 5th paragraph of the RSS for section 86-1.03:

14. Controller assembly, each type

#### Add to section 86-2.03B:

The bottom of the base plate must be flush with finished grade.

#### Add to section 86-2.04A:

The sign mounting hardware must be installed at the locations shown.

#### Add to section 86-2.05A:

Conduit installed underground must be Type 1 or Type 3.

#### Add to section 86-2.05B:

The conduit in a foundation and between a foundation and the nearest pull box must be Type 3.

#### Add to section 86-2.05C:

If Type 3 conduit is placed in a trench, not in the pavement or under concrete sidewalk, after the bedding material is placed and the conduit is installed, backfill the trench to not less than 4 inches above the conduit with minor concrete under section 90-2, except the concrete must contain not less than 421 pounds of cementitious material per cubic yard. Backfill the remaining trench to finished grade with backfill material.

After conductors have been installed, the ends of the conduits must be sealed with an authorized type of sealing compound.

At those locations where conduit is required to be installed under pavement and underground facilities designated as high priority subsurface installation under Govt Code § 4216 et seq. exist, conduit must be placed by the trenching in pavement method under section 86-2.05C.

At other locations where conduit is required to be installed under pavement and if a delay to vehicles will not exceed 5 minutes, conduit may be installed by the trenching in pavement method.

# Replace the 3rd paragraph in section 86-2.06A(2) of the RSS for section 86-2.06 with:

In a ground or sidewalk area, embed the bottom of a pull box in crushed rock.

# Replace "Reserved" in section 86-2.06B of the RSS for section 86-2.06 with:

86-2.06B(1) General

# 86-2.06B(1)(a) Summary

Section 86-2.06B includes specifications for installing non-traffic-rated pull boxes.

# 86-2.06B(1)(b) Submittals

Before shipping pull boxes to the job site, submit a list of materials used to fabricate the pull boxes to METS. Include:

- 1. Contract number
- 2. Manufacturer's name
- 3. Manufacturer's installation instructions
- 4. Your contact information

Submit reports for pull boxes from an NRTL-accredited laboratory.

Before installing a pull box and cover, submit the manufacturer's replacement warranty for them.

# 86-2.06B(1)(c) Quality Control and Assurance

# 86-2.06B(1)(c)(i) Functional Testing

The pull box and cover must be tested under ANSI/SCTE 77, "Specification for Underground Enclosure Integrity."

# 86-2.06B(1)(c)(ii) Warranty

Provide a 2-year manufacturer's replacement warranty for the pull box and cover. The warranty period starts on the date of Contract acceptance.

Deliver replacement parts within 5 business days after you receive notification of a failed pull box, cover, or both to the City of Goleta's Corporation Yard at:

6735 Hollister Ave, Goleta, CA 93117

# 86-2.06B(2) Materials

The pull box and cover must comply with ANSI/SCTE 77, "Specification for Underground Enclosure Integrity," for tier 22 load rating and must be gray or brown.

A pull box extension must be made of the same material as the pull box and attached to the box to maintain the minimum combined depths.

Include recesses for a hanger if a transformer or other device must be placed in a pull box.

The bolts, nuts, and washers must be a captive design.

The captive bolt must be capable of withstanding a torque from 55 to 60 ft-lb and a minimum pull-out strength of 750 lb. Perform the test with the cover in place and the bolts torqued. The pull box and cover must not be damaged while performing the test.

Hardware must be stainless steel with 18 percent chromium and 8 percent nickel content.

Galvanize ferrous metal parts under section 75-1.05.

The manufacturer's instructions must include:

- 1. Quantity and size of entries that can be made without degrading the strength of the pull box below the tier 22 load rating
- 2. Locations where side entries cannot be made
- 3. Acceptable method for creating the entry

The tier 22 load rating must be labeled or stenciled by the manufacturer on the inside and outside of the pull box and on the underside of the cover.

## 86-2.06B(3) Construction

Do not install a pull box in curb ramps or driveways.

A pull box for a post or a pole standard must be located within 5 feet of the standard. Place the pull box adjacent to the back of the curb or edge of the shoulder. If this is impractical, place the pull box in a suitable, protected, and accessible location.

#### Add to section 86-2.08A:

. Secure conductors and cables to the projecting end of the conduit in pull boxes.

Signal interconnect cable must be the 6-pair type with stranded tinned copper no. 20 conductors.

# Replace the 1st paragraph of section 86-2.09E with:

Splices must be insulated by "Method B."

Delete the 6th and 7th paragraphs of section 86-2.09E.

#### Add to section 86-2.11A:

Circuit breakers must be the cable-in/cable-out type mounted on non-energized clips. All circuit breakers must be mounted vertically with the up position of the handle being the "ON" position.

Each service must be provided with up to 2 main circuit breakers that will disconnect ungrounded service entrance conductors. Where the "Main" circuit breaker consists of 2 circuit breakers as described, each of the circuit breakers must have a minimum interrupting capacity of 10,000 A, rms.

# Replace "Reserved" in section 86-5.03 of the RSS with:

#### 86-5.03A General

## 86-5.03A(1) Summary

Section 86-5.03 includes specifications for installing accessible pedestrian signals (APS). Comply with TEES.

## 86-5.03A(2) Definitions

**accessible pedestrian signal:** Accessible pedestrian signal as defined in the *California MUTCD*.

**accessible walk indication:** Activated audible and vibrotactile action during the walk interval.

ambient sound level: Background sound level in dB at a given location.

**ambient sound sensing microphone:** Microphone that measures the ambient sound level in dB and automatically adjusts the APS speaker's volume.

**APS assembly:** Assembly that includes a pushbutton to actuate the APS components.

**audible speech walk message:** Audible prerecorded message that communicates to pedestrians which street has the walk interval.

**programming mechanism:** Device to program the APS' operation.

**pushbutton information message:** Pushbutton information message as defined in the *California MUTCD.* 

pushbutton locator tone: Pushbutton locator tone as defined in the California MUTCD.

**vibrotactile pedestrian device:** Vibrotactile pedestrian device as defined in the *California MUTCD*.

# 86-5.03A(3) Submittals

Before shipping the APS units to the job site, submit the units with the following to METS:

- 1. Delivery form including Contract number and your contact information
- 2. Manufacturer's name
- 3. Model, lot, and serial numbers
- 4. Month and year of manufacture
- 5. Wiring diagram
- 6 Product data
- 7. Programming mechanism if not integral to the APS

Submit 2 APS user and operator manuals for each signalized location as informational submittals. Each manual must have a master item index that includes:

- 1. Descriptions of the APS and its associated equipment and cables
- 2. Illustrative block diagrams
- 3. Manufacturer's contact information
- 4. Technical data specifications
- 5. Parts list, descriptions, and settings
- 6 Fault diagnostic and repair procedures
- 7. Preventative maintenance procedures for maintaining APS performance parameters

Submit the manufacturer's warranty documentation as an informational submittal before installing the APS.

Submit a record of completed field tests, the APS' final configuration, audible sound level and threshold, and a list of all parameter settings.

# 86-5.03A(4) Quality Control and Assurance

# 86-5.03A(4)(a) General

The APS must be compatible with the City of Goleta's controller assembly.

The power to the APS must be connected to the pedestrian signal's terminal blocks.

# 86-5.03A(4)(b) Functional Testing

Perform 2 field tests on the APS: (1) when traffic is noisy during peak traffic hours and (2) when traffic is quiet during off-peak hours. Notify the Engineer 15 days before testing the APS.

# 86-5.03A(4)(c) Warranty

The APS must have a 2-year manufacturer's warranty against any defects or failures. The 2-year warranty period starts at Contract acceptance. Deliver a replacement within 10 days after you receive notification of a failed APS. The City of Goleta does not pay for the replacement. Deliver the replacement to the City of Goleta's Corporation Yard at:

6735 Hollister Ave.

Goleta, CA 93117

# 86-5.03A(4)(d) Training

Provide a minimum of 8 hours of training by a certified manufacturer's representative for up to 10 City employees selected by the Engineer. The training must include instruction in installing, programming, adjusting, calibrating, and maintaining the APS. Furnish materials and equipment for the training.

# 86-5.03B Materials

The housing for the APS assembly must be made of corrosion-resistant material. Theft proof bolts used for mounting the APS housing to the standard must be stainless steel with a chromium content of 17 percent and a nickel content of 8 percent.

The color of metallic housing must match color no. 33538 of FED-STD-595.

The color of plastic housing must match color no. 17038, 27038, or 37038 of FED-STD-595.

The APS assembly must be rainproof and shockproof in any weather condition.

The APS assembly must include:

- 1. Pushbutton actuator with a minimum diameter of 2 inches. If a mechanical switch is used, it must have:
  - 1.1. Operating force of 3.5 lb
  - 1.2. Maximum pretravel of 5/64 inch
  - 1.3. Minimum overtravel of 1/32 inch
  - 1.4. Differential travel from 0.002 to 0.04 inch
- 2. Vibrotactile device on the pushbutton or on the arrow.
- 3. Enclosure with an ambient-sound-level-sensing microphone and weatherproof speaker. The enclosure must:
  - 3.1 Weigh less than 7 lb.
  - 3.2 Measure less than 16 by 6 by 5 inches.
  - 3.3 Fit the signal standard.
  - 3.4 Have a wiring hole with a diameter not exceeding 1-1/8 inches.
  - 3.5 Be attached to the pole with 2 screws with a diameter from 1/4 to 3/8 inch suitable for use in tapped holes. The clear space between any 2 holes in the post must be at least twice the diameter of the larger hole.
- 4. Pushbutton sign.

The APS speakers and electronic equipment must be installed inside the APS assembly's enclosure. The speaker grills must be located on the surface of the enclosure.

Speakers must not interfere with the housing or its mounting hardware.

The conductor cable between the APS assembly and the pedestrian signal head must be a no. 9. 20-conductor cable complying with MIL-W-16878D. The wiring must comply with section 13.02 of ITE publication *Equipment and Material Standards* chapter 2, "Vehicle Traffic Control Signal Heads," and be NEC rated for service at +105 degrees C.

The APS must:

1. Include a mechanism for enabling and disabling its operation.

- 2. Have electronic switches, a potentiometer, or a handheld device for controlling and programming the volume level and messaging. Deliver any handheld programming device to the Engineer.
- 2 Provide information using:
  - 2.1 Audible speech message that plays when the pushbutton is actuated. The message must include the name of the street to be crossed. The APS must have at least 5 audible message options. The Engineer selects the message. The message must have a percussive tone consisting of multiple frequencies with a dominant component of 880 Hz. If the tone is selected as the message, it must repeat 8 to 10 ticks per second.
  - 2.2. Pushbutton locator tone that clicks or beeps. The pushbutton must produce the locator tone at an interval of 1 tone per second. Each tone must have a maximum duration of 0.15 second. The tone volume must adjust in response to the ambient sound level and be audible up to 12 feet from the pushbutton or to the building line, whichever is less.
- 3. Have a pushbutton that remains functional during an APS failure.

For signalized intersections, the APS must:

- 1. Have a pushbutton that when actuated activates the pedestrian walk signal's timing during an APS failure.
- 2 Provide information using:
  - 2.1. Audible speech walk message. The message must be activated from the beginning of the walk interval and repeated for its duration. An example of the message is "Peachtree. Walk sign is on to cross Peachtree."
  - 2.2. Pushbutton information message that provides the name of the street to be crossed. The message must play when the pushbutton is actuated. An example of the message is "Wait to cross Howard at Grand. Wait."
- 3. Have a functional pushbutton that activates the pedestrian walk signal whenever actuated, even if the audible speech walk message, the pushbutton information message, the pushbutton locator tone, and the vibrating surface features are disabled.

# 86-5.03C Construction

Arrange to have a manufacturer's representative at the job site when the APS is installed, modified, connected, or reconnected. The APS must not interfere with the City of Goleta controller assembly, the signal installation on signal standards, the pedestrian signal heads, or the terminal compartment blocks. The APS electronic control equipment must reside inside the APS assembly and the standard pedestrian signal head.

You are responsible for the compatibility of the components and for making the necessary calibration adjustments to deliver the performance specified. Furnish the equipment and hardware, and then set up, calibrate, and verify the performance of the APS.

Point arrows on the pushbutton signs in the same direction as the corresponding crosswalk. Attach the sign to the APS assembly.

Upon successful installation of the APS, disable the APS function if it is not required immediately.

Do not install an APS on a standard smaller than Type 1.

#### C. MEASUREMENT AND PAYMENT

Measurement and payment for "RRFB ASSEMBLY, POLE, FOUNDATION, AND APPURTENANCES" shall be per each and based on the Plans, Standard Specifications, Special Provisions, and as directed by the Engineer.

Measurement and payment for "PEDESTRIAN PUSH BUTTON" shall be per each and based on the Plans, Standard Specifications, Special Provisions, and as directed by the Engineer.

Measurement and payment for "TRAFFIC SIGNAL PULL BOX" shall be per each and based on the Plans, Standard Specifications, Special Provisions, and as directed by the Engineer.

Measurement and payment for "STREET LIGHTING PULL BOX, CONDUIT, AND WIRING." shall be per lump sum and based on the Plans, Standard Specifications, Special Provisions, and as directed by the Engineer.

#### D. SUBMITTALS

• Contractor responsible components as listed under the scope for the RRFB system per manufacturer specifications and certifications, warranty.

#### **APPENDIX A**

#### **STANDARDS**

- 1. City of Goleta Standards / County of Santa Barbara Standard Plans
  - 1-010 General Street Specifications
  - 4-000 Curb and Driveway Index
  - 4-010 Curb and Driveway General Notes
  - 4-030 Curbs and Gutters
  - 5-000 Sidewalk and Ramp Index
  - 5-010 General Sidewalk Notes
  - 5-040 Sidewalk Details
  - 5-045 Sidewalk Transitions
  - 5-050 Sidewalk Utilities
- 2. Green Book Standard Plans
  - 101-2 Above-Ground Utilities Location in Parkway
  - 112-2 Curb and Sidewalk Joints
  - 120-2 Curb and Gutter / Barrier
- 3. Caltrans Standard Plans
  - A88A Curb Ramp Details
- 4. Sample Door Hanger
- 5. Temporary No Parking Sign

1. CITY OF GOLETA STANDARDS / COUNTY OF SANTA BARBARA PLANS

- 1. COUNTY STANDARD PLANS AND SPECIFICATIONS SHALL INCLUDE THE CURRENT VERSIONS OF CALTRANS STANDARD PLANS AND SPECIFICATIONS AND APWA STANDARD PLANS AND SPECIFICATIONS FOR SOUTHERN CALIFORNIA, IF THERE IS A CONFLICT BETWEEN THESE STANDARD PLANS AND SPECIFICATIONS, THE COUNTY STANDARD DETAILS SHALL GOVERN ON COUNTY ROADS, CALTRANS PLANS SHALL HAVE PRECEDENCE OVER APWA PLANS UNLESS SPECIFICALLY STATED OTHERWISE.
- 2. CONSTRUCTION PLANS SHALL BE PREPARED IN ACCORDANCE WITH DEPARTMENT OF PUBLIC WORKS ENGINEERING DESIGN STANDARDS OR CURRENT CALTRANS STANDARD PLANS AND SPECIFICATIONS.
- 3. COMMENCEMENT OF CONSTRUCTION SHALL NOT BE AUTHORIZED UNTIL SUCH TIME THAT THE CONSTRUCTION PLANS HAVE BEEN REVIEWED BY THE DIRECTOR OF PUBLIC WORKS AND AN ENCROACHMENT PERMIT HAS BEEN ISSUED. THE 'DIRECTOR OF PUBLIC WORKS' SHALL BE INTERPRETED TO MEAN THE DIRECTOR OR HIS DESIGNATED REPRESENTATIVE(S) REFERRED TO HERE AS THE COUNTY ENGINEER.
- 4. INSPECTION BY THE COUNTY ENGINEER SHALL BE REQUESTED BY THE CONTRACTOR IMMEDIATELY PRIOR TO COMMENCING AND IMMEDIATELY AFTER COMPLETING EACH PHASE OF CONSTRUCTION.
- 5. UNLESS PRIOR AUTHORIZATION HAS BEEN GRANTED BY THE COUNTY ENGINEER, ALL VERTICAL DATUM SHALL BE BASED ON NAVD 88 DATUM, AND HORIZONTIAL COORDINATES BASED ON NAD 83 DATUM.
- 6. THE STANDARD TEST FOR MAXIMUM DENSITY AND OPTIMUM MOISTURE CONTENT SHALL BE ASTM D 1557 (CURRENT VERSION) METHOD 'A', 'B', OR 'C'. FIELD TEST FOR IN PLACE DENSITY AND MOISTURE CONTENT SHALL BE ASTM D 2922 AND D 3017 (CURRENT VERSIONS). TEST METHOD 'C' MAY BE MODIFIED TO ALLOW THE USE OF CALIFORNIA TEST METHOD 370 FOR DETERMINING MOISTURE CONTENT OF MINERAL AGGREGATE USING MICROWAVE OVENS.

- 7. WATER FOR COMPACTION AND DUST CONTROL SHALL BE MADE AVAILABLE BY THE CONTRACTOR. DUST AND EROSION CONTROL ARE THE RESPONSIBILTY OF THE CONTRACTOR AND SHALL BE AS DIRECTED BY THE COUNTY ENGINEER.
- 8. AN EROSION & SEDIMENT CONTROL PLAN OR A STORM WATER POLUTION PREVENTION PLAN SHALL BE SUBMITTED FOR REVIEW AND APPROVAL BY THE COUNTY ENGINEER IN ACCORDANCE WITH THE COUNTY GRADING CODE (CHAPTER 14 SBCC) OR WITH THE STATE CONSTRUCTION GENERAL PERMIT FOR DISCHARGES OF STORM WATER AS APPLICABLE.
- 9. TRENCH BEDDING AND BACKFILL FOR ALL STORM DRAINS, CULVERTS, AND UTILITY TRENCHING SHALL COMPLY WITH THE DETAILS OF SECTION 2.
- 10, ALL DRAINAGE FACILITIES SHALL COMPLY WITH THE STANDARDS OF SECTION 3.
- 11. ALL CURBS AND DRIVEWAYS SHALL COMPLY WITH THE STANDARDS OF SECTION 4.
- 12. ALL SIDEWALKS & RAMPS SHALL COMPLY WITH THE STANDARDS OF SECTION 5.
- 13. ALL ROAD PROFILES AND STRUCTURAL SECTIONS SHALL COMPLY WITH THE STANDARDS OF SECTION 6.
- 14. STREET NAME SIGNS, BARRICADES, TRAFFIC CONTROL AND TRAFFIC WARNING SIGNS SHALL BE PLACED IN ACCORDANCE WITH SECTION 7 OF THESE STANDARD DETAILS AND THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, ALL OF CURRENT DATE.

COUNTY D	IF SANTA BARBARA, CA - DEPARTMENT OF PUBL	IC WORKS - TRANSPORTATION	APPROVED BY:	
1-010 SHT 1/2	GENERAL STREET SPECIFICAT:	IONS REVISION DATES	Met Muldy Director of Public Volks	4/4/2011 DATE

15. UTILITIES CONSTRUCTED UNDERGROUND SHALL BE STUBBED OUT TO THE PROPERTY LINES AT EACH LOT, AT EACH TRACT LINE, AND AT THE END OF STUB STREETS OR THROUGH STREETS UNDER CONSTRUCTION. TRENCHES SHALL BE BACKFILLED, TESTED FOR COMPACTION, LEAK-TESTED, AND INSPECTED BY THE UTILITY COMPANY AND THE COUNTY ENGINEER BEFORE BASE, PAVING, AND OTHER PERMANENT SURFACE CONSTRUCTION MAY COMMENCE.

16. ASPHALTIC CONCRETE USED FOR PAVING AND A. C. DIKES SHALL BE MADE WITH A PERFORMANCE-GRADE ASPHALT AND AGGREGATE SORTED TO CALTRANS STANDARD SPECIFICATIONS, SECTION 39. THE MIX DESIGN SHALL BE APPROVED BY THE COUNTY ENGINEER PRIOR TO PLACEMENT. THE CALTRANS SPECIFICATIONS FOR MIXING, HAULING, SPREADING, AND COMPACTING SHALL BE STRICTLY FOLLOWED.

17. DVERLAY SECTIONS SHALL CONSIST OF 1/2' MAX AGGREGATE WITH MEDIUM GRADING, ASPHALT EMULSION SHALL BE APPLIED UNDER PAVEMENT REINFORCING FABRIC WHERE FABRIC IS SPECIFIED.

COUNTY I	JF SANTA BARBARA, CA - DEPARTMENT OF PUBLIC WORKS	- TRANSPORTATION	APPROVED BY	
1-010	GENERAL STREET SPECIFICATIONS		Short Marin.	1/1/2011
SHT 2/2		REVISION DATES	DIRECTOR OF PUBLIC WORKS	DATE

# CURB AND DRIVEWAY INDEX

NUMBER	TITLE
4-010	CURB AND DRIVEWAY GENERAL NOTES
4-020	SPANDREL AND CROSS GUTTER (SHEETS 1-2)
4-030	CURBS AND GUTTERS
4-035	MEDIAN STRIPS
4-040	DRIVEWAY DETAILS (SHEETS 1-2)
4-045	MONOLITHIC CURB AND SIDEWALK
4-050	DRIVEWAY SPACING
4-060	DRIVEWAY GRADE- BREAKS

COUNTY OF SANTA BARBARA, CA - DEPARTMENT OF PUBLIC WORKS - TRANSPORTATION

APPROVED BY:

4-000

CURB AND DRIVEWAY INDEX

REVISION DATE

PIRECTOR OF PUBLIC YORKS

1/1/2011 DATE

#### (REFER TO 1-010 FOR ADDITIONAL NOTES)

- 1. FOR SPECIFICATIONS FOR PORTLAND CEMENT CONCRETE CLASS, COMPONENTS, AND PROCEDURES FOR MIXING, POURING, FINISHING, CURING, & CLEANING, REFER TO CALTRANS STANDARD SPECIFICATIONS, SECTION 90.
- 2. UNLESS OTHERWISE SPECIFIED, ALL CONCRETE SHALL BE CALTRANS CLASS 2 WITH 25% FLY—ASH CONCRETE WITH A LIGHT BROOM FINISH.
- 3. THE MINIMUM FALL FOR ALL GUTTERS ON STREETS AND CUL-DE-SACS IS 0.5%.
- 4. FOR SPECIFICATIONS FOR CLASS 2 BASE AND CLASS 4 SUBBASE, REFER TO SECTIONS 25 AND 26 OF THE CALTRANS STANDARD SPECIFICATIONS.
- 5. A 6" LAYER OF CLASS 2 BASE SHALL BE PLACED AND COMPACTED TO 95% OF MAXIMUM DENSITY.
- 6. EXPANSION JOINTS SHALL BE PROVIDED WITH CALTRANS APPROVED FILLER PAPER 1/2" THICK.
- 7. WEAKENED-PLANE JOINTS SHALL BE TOOLED FOR A DEEP GROOVE 1/3 OF THE THICKNESS OF THE CONCRETE.
- 8. WHERE CALLED FOR, SCORELINES SHALL BE TOOLED WITH A 1/4" DEEP GROOVE.
- 9. FOR ALL ASPHALT DIKES, REFER TO CALTRANS STANDARD PLANS.

COUNTY OF SANTA BARBARA, CA - DEPARTMENT OF PUBLIC WORKS - TRANSPORTATION

APPROVED BY

4-010

CURB AND DRIVEWAY GENERAL NOTES

REVISION DATE

DIRECTOR OF PUBLIC WORKS

DATE

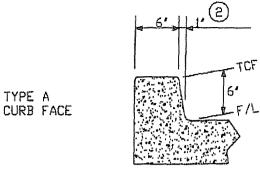
NOTES: (REFER TO 4-010 FOR ADDITIONAL NOTES)

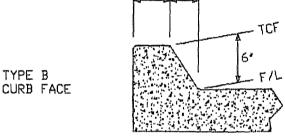
1. FOR CURING, FINISHING, AND CLEANING, SEE THE CURRENT CALTRANS STANDARD SPECIFICATIONS, SECTION 90,

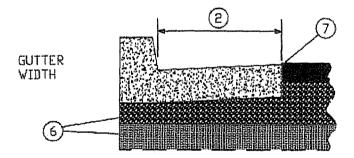
2. CURB AND GUTTER SHAPES AND RADII ARE SPECIFIED IN THE CALTRANS STANDARD PLANS FOR TYPES A AND B. THE TYPE A FACE IS MODIFIED FOR A STEEPER BATTER AS SHOWN. THE STANDARD WIDTH OF GUTTER IS 18' FOR RESIDENTIAL STREETS AND 24" FOR MAJOR ROADS, FOR REPAIR AND REPLACEMENT PROJECTS, THE EXISTING WIDTH SHALL GOVERN GUTTER CROSS-SLOPES SHALL BE 5% MAXIMUM.

3, 1/2' EXPANSION JOINTS SHALL BE PLACED AT VAULTS, DROP INLETS, CURB RETURNS, AND EVERY 200' DF RUN, EXPANSION PAPER SHALL CONFORM TO THE CALTRANS STANDARD SPECIFICATIONS.

- 4. WEAKENED-PLANE JOINTS SHALL BE MADE NO GREATER THAN 10' APART.
- 5. WHEN THE CURB IS EXTRUDED, THE EXTRUDING MACHINE MUST BE CAPABLE OF PLACING CONCRETE IN ACCORDANCE WITH THE CALTRANS STANDARD SPECIFICATIONS.
- 6. SUBGRADE DEPTH AND COMPACTION SHALL CONFORM TO NOTES 4 AND 5 OF 4-010.
- 7. PAVING SHALL LEAVE AN ASPHALT LIP 1/4' MAX, ABOVE THE TOP OF THE CONCRETE GUTTER AS MEASURED AFTER COMPACTION.







COUNTY OF SANTA BARBARA, CA - DEPARTMENT OF PUBLIC WORKS - TRANSPORTATION

APPROVED BY:

4-030

CURBS AND GUTTERS

REVISION DATES

TYPE A

# SIDEWALK DETAILS

NUMBER	TITLE
5-010	GENERAL SIDEWALK NOTES
5-030	CURB RAMP DETAILS
5-040	SIDEWALK DETAILS
5-045	SIDEWALK TRANSITIONS
5-050	SIDEWALK UTILITIES

COUNTY OF SANTA BARBARA, CA - DEPARTMENT OF PUBLIC WORKS - TRANSPORTATION

APPROVED BY

5-000

SIDEWALK AND RAMP INDEX

REVISION DATES

DIRECTOR OF PUBLIC WORKS

///20// DATE

#### (REFER TO 1-010 FOR ADDITIONAL NOTES)

- 1. CONCRETE FOR SIDEWALKS AND CURB RAMPS SHALL BE CALTRANS CLASS 3 OR BETTER WITH 25% FLY-ASH IN THE MIX DESIGN, WHEN CONCRETE IS ALSO BEING USED FOR DRIVEWAYS AND GUTTERS, IT SHALL BE CLASS 2 OR BETTER.
- 2. THICKNESS OF SIDEWALKS SHALL BE 4' MINIMUM, AND THE TRANSVERSE SLOPE SHALL BE 2' MAX DRAINING TOWARD THE CURB, MINIMUM WIDTH SHALL BE 4'. REFER TO TABLES IN 5-040,
- 3. SUBGRADE MATERIAL SHALL BE COMPACTED TO 90% OF MAXIMUM DENSITY FOR A 0.50' DEPTH. IN EXPANSIVE SOILS AND SOILS WHICH CANNOT REACH 90% RELATIVE COMPACTION, A 0.35' LAYER OF CALTRANS CLASS 4 BASE OR BETTER SHALL BE PLACED AND COMPACTED TO 90% RELATIVE COMPACTION.
- 4. ADA COMPATIBLE SLOPES, DETECTABLE WARNING SURFACES, AND GROOVED BORDERS AT GRADE BREAKS SHALL BE PROVIDED WHERE REQUIRED BY ALL CURRENT REGULATIONS.
- 5. EXPANSION JOINTS SHALL BE MADE WITH 1/2' EXPANSION PAPER AND PLACED AT THE BEGINNING AND END OF EACH CURB RETURN, ON EACH SIDE OF DRAINAGE STRUCTURES SUCH AS DROP INLETS, AT UTILITY VAULTS AND POLES, EVERY 200' OF LENGTH, AND AT OTHER PLACES AS DIRECTED BY THE COUNTY ENGINEER.

- 6. WEAKENED-PLANE JOINTS SHALL BE TOOLED 1-1/2\* DEEP ON SIDEWALKS, CURBS AND GUTTERS AT INTERVALS OF NO MORE THAN 10', AND AT BOTH SIDES OF METER BOXES AND PULL BOXES, JOINTS IN ADJACENT CURBS AND SIDEWALKS SHALL BE ALIGNED.
- 7. SCORELINES SHALL BE TOOLED 1/4" DEEP ON SIDEWALKS MIDWAY BETWEEN WEAKENED-PLANE JOINTS, ON CURB RETURNS, THEY SHALL BE PLACED SO AS TO CONTINUE THE CURB LINE THROUGH THE RAMP.
- 8. UTILITY BOXES AND VAULTS SHALL NOT BE LOCATED IN SIDEWALKS WHERE POSSIBLE. THERE SHALL BE A MINIMUM OF 4' SIDEWALK CLEARANCE AROUND ANY SIGNS, POLES, OR OTHER OBSTRUCTIONS.

COUNTY OF SANTA BARBARA, CA - DEPARTMENT OF PUBLIC WORKS - TRANSPORTATION

GENERAL SIDEWALK NOTES

APPROVED BYL

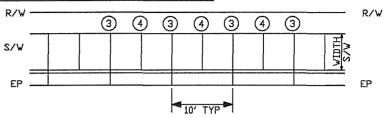
PIRECTOR OF PUBLIC VORKS

1/1/2011 DATE

#### NOTES: (REFER TO 5-010 FOR ADDITIONAL NOTES)

- 1. THE WIDTH OF THE SIDEWALKS (NOT INCLUDING THE CURB) SHALL BE AS SHOWN IN TABLE A OR B. SIDEWALKS FRONTING COMMERCIAL DEVELOPMENTS SHALL EXTEND FROM THE BACK OF THE CURB TO 6' FROM THE RIGHT-OF-WAY LINE.
- 2. TRANSVERSE EXPANSION JOINTS SHOULD CONTINUE THROUGH THE ADJACENT CURB AND GUTTER.
- 3. WEAKENED-PLANE JOINTS SHALL BE PROVIDED AT INTERVALS OF NOT MORE THAN 10' ON SIDEWALKS AND CURB/GUTTERS. WHERE SIDEWALKS ABUT THE CURB, THE WEAKENED-PLANE JOINT SHALL BE CONTINUOUS THROUGH BOTH.
- 4. A SCORELINE SHALL BE PLACED MIDWAY BETWEEN WEAKENED-PLANE JOINTS. WHERE THE SIDEWALK WIDTH EXCEEDS 6', A LONGITUDINAL SCORELINE SHALL BE TOOLED AT THE SIDEWALK CENTERLINE.
- 5. ADDITIONAL SIDEWALK WIDTH MAY BE NEEDED TO MAINTAIN A MINIMUM OF 4' CLEAR SIDEWALK AROUND EXISTING OBSTRUCTIONS SUCH AS UTILITY POLES.

## PLAN A - SIDEWALK WITHOUT PARKWAY

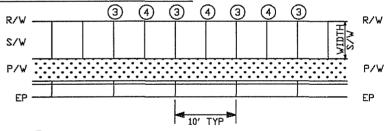


# 1) TABLE A

	R/W WIDTH	STD DTL	MINIMUM WIDTH	COMMERCIAL WIDTH
	MAJOR	6-070	6′	9.5′
1	60'	6-030	5′	9.5′
1	56′	6-030	5′	9,5′
1	RURAL	6-030	4′	9.5′

WIDTH	STANDARD CY/LF	MONOLITHIC CY/LF
9,5′	0.116	0.124
6′	0,073	0,082
5′	0.061	0.069
4'	0.049	0.057

#### PLAN B - SIDEWALK WITH PARKWAY



# 1) TABLE B

R/W WIDTH	STD DTL	MINIMUM WIDTH	COMMERCIAL WIDTH
MAJOR	6-070	5′	9,5′
60'	6-030	5′	9.5′
56'	6-030	5′	9,5'
RURAL	6-030	4'	9.5′

WIDTH	STANDARD CY/LF	
9.5′	0.116	
5′	0.061	
4'	0,049	

COUNTY OF SANTA BARBARA, CA - DEPARTMENT OF PUBLIC WORKS - TRANSPORTATION

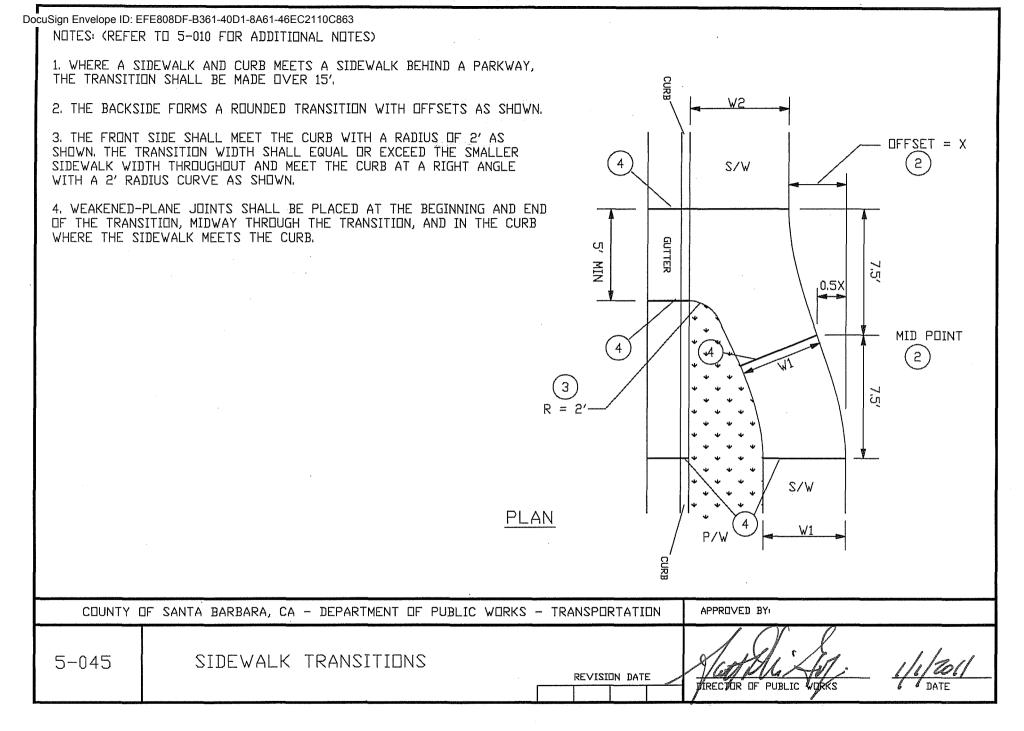
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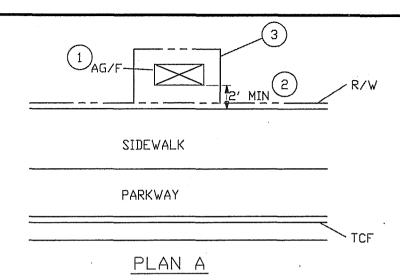
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SIDEWALK DETAILS

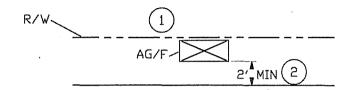
REVISION DATES PUBLIC WORKS

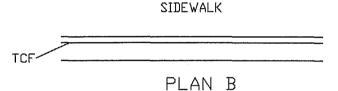
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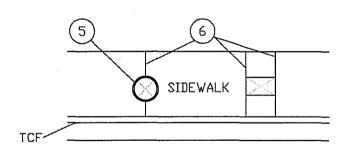




- 1. ABOVE-GRADE FACILITIES (AG/F) ARE FIXED OBJECTS SUCH AS FIRE HYDRANTS, TRANSFORMERS, POWER AND TELEPHONE POLES, CABLE OR TELEPHONE EQUIPMENT, DRAINAGE STRUCTURES AND TRAFFIC SIGNAL DEVICES.
- 2. ALL AG/F'S SHALL BE INSTALLED WITH 2' OF SET-BACK FROM ANY SIDEWALK AND AWAY FROM THE STREET AS SHOWN.
- 3. WHERE THERE IS NO SPACE BEHIND THE SIDEWALK WITHIN THE COUNTY'S RIGHT OF WAY FOR THE AG/F, THE OWNER MAY BE REQUIRED TO OBTAIN A SPECIAL EASEMENT FOR THE UTILITY.
- 4. ON RURAL ROADS WITH NO SIDEWALK, THE AG/F SHALL BE SET BACK FROM THE EP A DISTANCE OF 7' OR GREATER AS RECOMENDED BY THE AASHTO ROADSIDE DESIGN GUIDE.
- 5. EXPANSION PAPER SHALL BE PLACED AT ROUND OBJECTS SUCH AS MANHOLES AND UTILITY POLES WHICH MUST BE PLACED IN THE SIDEWALK AS SHOWN ON PLAN C.







6. WEAKENED-PLANE JOINTS SHALL BE PLACED ACROSS THE SIDEWALK WHERE UTILITIES MUST BE PLACED IN THE SIDEWALK. ONE JOINT SHALL BE PLACED AT ROUND OBJECTS AND TWO JOINTS AT RECTANGULAR OBJECTS AS SHOWN IN PLAN C.

PLAN C

COUNTY OF SANTA BARBARA, CA - DEPARTMENT OF PUBLIC WORKS - TRANSPORTATION

APPROVED BY

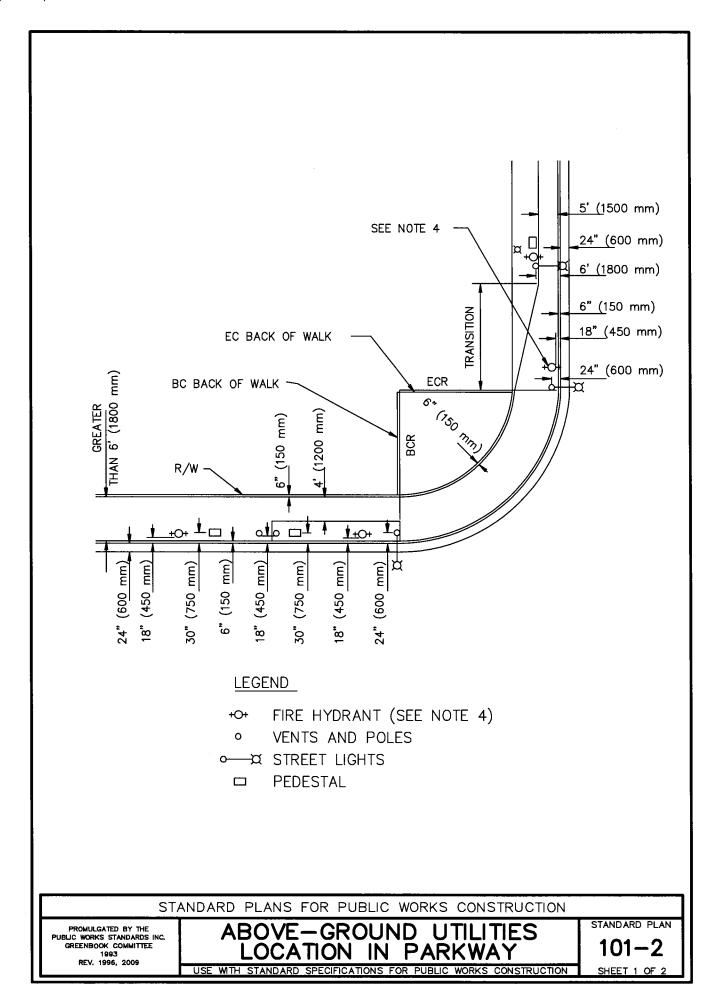
REVISION DATE

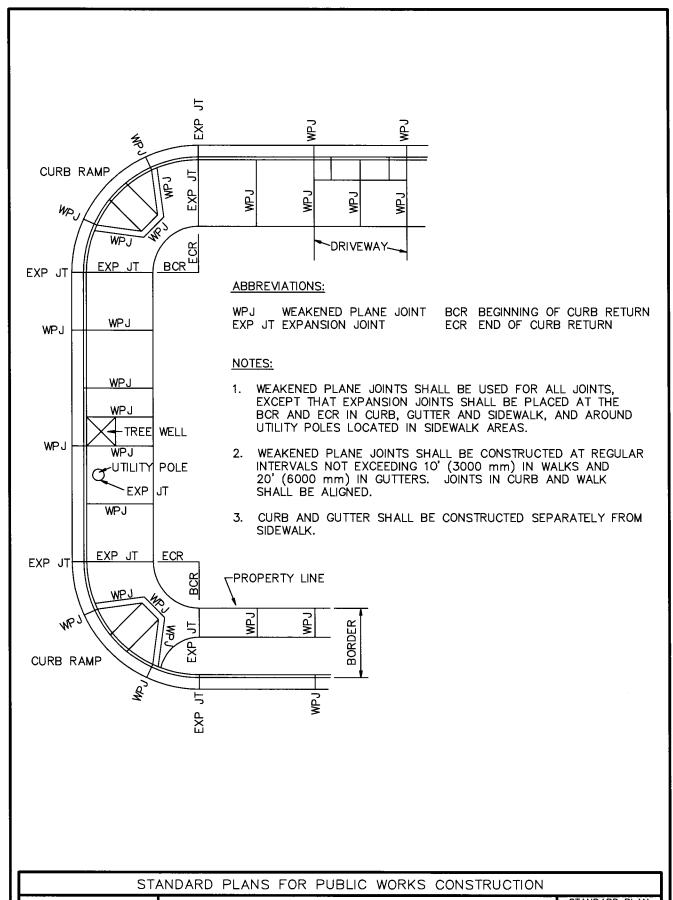
SIDEWALK UTILITIES

DIRECTOR OF PUBLIC VORYS

1/1/2011 DATE

# 2. GREENBOOK STANDARD PLANS





PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1996, 2009

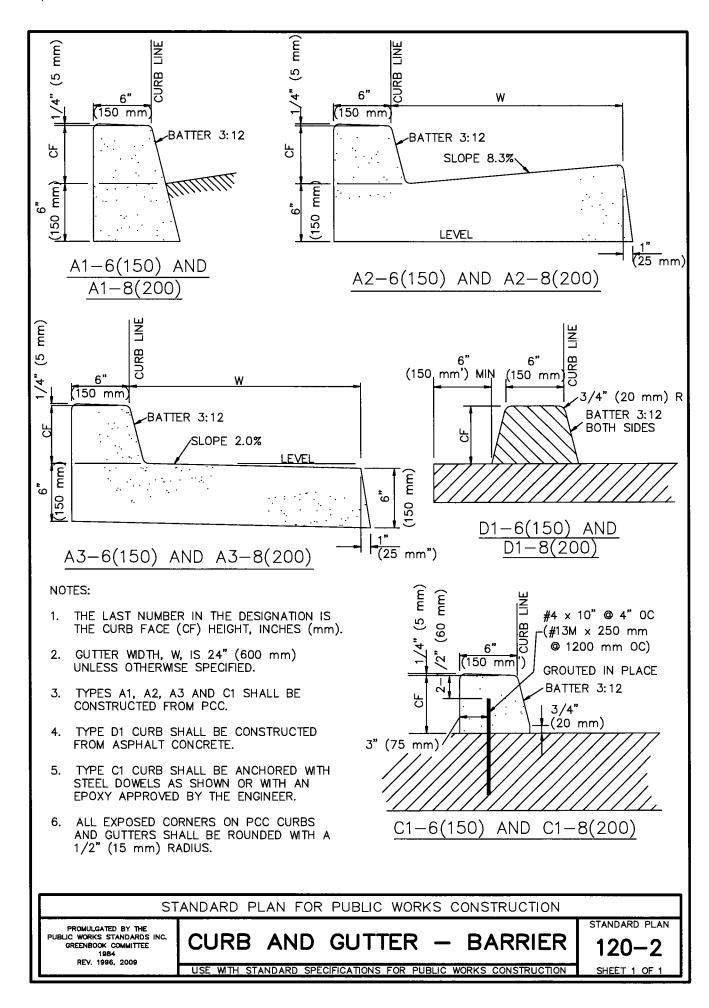
CURB AND SIDEWALK JOINTS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

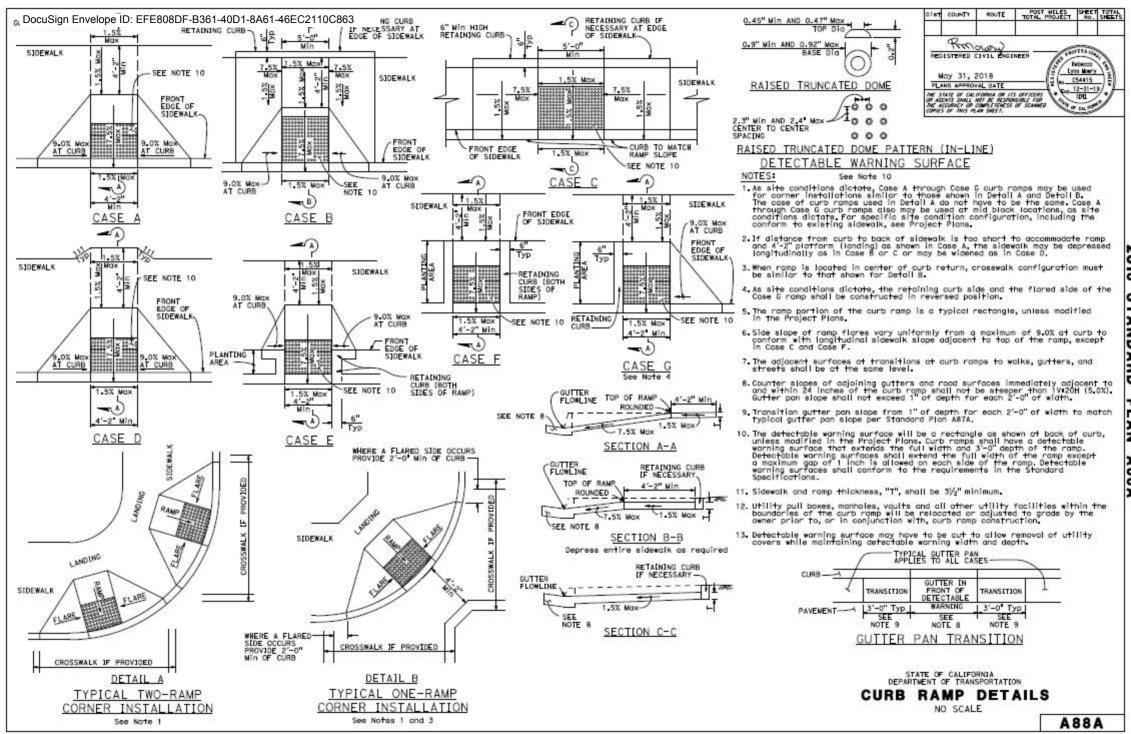
STANDARD PLAN

112-2

SHEET 1 OF 1



# 3. CALTRANS STANDARD PLANS



4. SAMPLE DOOR HANGER



### **PROJECT NAME**

The City of Goleta is pleased to inform you that the PROJECT NAME is about to begin. Our contractor, CONTRACTOR NAME, will be working over the next LENGTH OF PROJECT to construct this project. During that time, CONTRACTOR will be DESCRIPTION OF WORK. 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.

# Sign up for email/text notifications from the City on this project here:

https://public.govdelivery.com/accounts/CAGOLETA/subscriber/new.

WORK HOURS/PARKING: The work will generally be performed between the hours of 7:30 a.m. and 4:30 p.m. However, there are work hour restrictions in some instances. 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. Cars will be towed if parked during the no parking dates posted on your street.

**TIMELINE:** Some or all of the following activities will be performed on your street:

	DESCRIPTION OF ACTIVITY	DATE
$\triangleright$	DESCRIPTION OF ACTIVITY	DATE
	DESCRIPTION OF ACTIVITY	DATE

**CONTACTS:** If you have any questions or need information, please contact:

NAME OF CITY CONTACT PHONE NUMBER NAME OF CONTRACT CONTACT PHONE NUMBER

5. TEMPORARY NO PARKING SIGN

# TON-AMAY TEMPORARY NO PARKING

TIME:	
DATES:	
REASON:	
CONTRACTOR'S	
NAME:	
PHONE NUMBER:	

(LOCAL OR 800#)

# **APPENDIX B**

WATER POLLUTION CONTROL PLAN (WPCP)

# WATER POLLUTION CONTROL PLAN (WPCP)

for Project Name

City of Goleta Project Number:

**City Project Number** 

Prepared for:

City of Goleta 130 Cremona Drive, Suite B Goleta, CA 93117 City's Project Engineer Name

**Project Engineer's Telephone Number** 

Submitted by:

**Contractor's Company Name** 

Address 1

Address 2

**Contact Name** 

**Contact Telephone Number** 

**Project Site Address:** 

Job Site Address or Location Description

Job Site Telephone Number

Contractor's Water Pollution Control Manager:

**Site Manager Name** 

**Contact Telephone Number** 

WPCP Prepared by:

**WPCP Company Name** 

**WPCP Address 1** 

**WPCP Address 2** 

**WPCP Contact Name** 

**WPCP Contact Telephone Number** 

WPCP Preparation Date

Date

# **Contents**

Section 10 WPCP Certification and Approval
10.1 Contractor's Certification
Section 20 Project Information
Section 30 Pollution Sources and Control Measures
30.1 Soil Stabilization (Erosion Control) and Sediment Control
30.1.1 Soil Stabilization BMPs
30.1.2 Sediment Control BMPs
30.1.3 Tracking Control BMPs
30.1.4 Wind Erosion Control BMPs
30.2 Construction Site Management
30.2.1 Non-Stormwater Management BMPs
30.2.2 Waste Management and Materials Pollution Control BMPs
30.3 Water Pollution Control Drawings (WPCDs)
30.4 Construction BMP Maintenance, Inspection, and Repair
30.5 Training
WDCD Attackments
WPCP Attachments
Attachment AWater Pollution Control Drawings

Name and Title

Telephone Number

# Section 10 WPCP Certification and Approval

# 10.1 Contractor's Certification

# CONTRACTOR'S CERTIFICATION OF WPCP

"I certify under a penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted, to the best of my knowledge and belief is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

| Date |

# Section 20 Project Information

# 1. Introduction and Project Description:

Provide a brief description of the project.

Describe the type(s) of work that will be performed.

Provide a breif description of the project location, including descriptive items such as freeway and street names.

Describe proximity to receiving waters to which the project will discharge, including surface waters, drainage channels, and drainage systems.

Identify drainage system owners (municipality and/or agency)

# 2. Unique Site Features:

Provide a brief description of any unique site features (water bodies, wetlands, environmentally sensitive area, endangered or protected species, etc.)

Describe significant or high-risk activities that may impact stormwater quality. Include any unique features or activities within or adjacent to water bodies (such as dredging, re-use of aerially deposited lead material, and/or large excavations.)

### 3. Potential Pollutant Sources:

Review the contract documents and associated environmental documents to determine the known site contaminants and list them in this section.

# **Section 30 Pollution Sources and Control Measures**

30.1 Soil Stabilization (Erosion Control) and Sediment Control

30.1.1 Soil Stabilization (Erosion Control) BMPs

The following soil stabilization BMP implementation table indicates the BMPs that shall be implemented to control erosion on the construction site. Implementation and locations of temporary soil stabilization BMPs are shown on the WPCDs in Attachment A and described in this section. The BMP working details can also be found in Attachment A of this WPCP. The following list of BMPs and narrative explain how the selected BMPs will be incorporated into the project.

TEMPORARY SOIL STABILIZATION (EROSION CONTROL) BMPS					
	Minimum	BMP Used			
BMP Name	Require- ment	Yes	No	If not used, state reason	
EC-1 Scheduling					
EC-2 Preservation of Existing Vegetation					
EC-3 Hydraulic Mulch					
EC-4 Hydroseeding					
EC-5 Soil Binders					
EC-6 Straw Mulch					
EC-7 Geotextiles & Mats					
EC-8 Wood Mulching					
EC-9 Earth Dikes and Drainage Swales					
EC-10 Velocity Dissipation Devices					
EC-11 Slope Drains					
EC-12 Streambank Stabilization					
EC-13 Polyacrylamide					

City of Goleta Water Pollution Control Plan (WPCP)

ALTERNATIVE SOIL STABILIZATION BMPs USED							
	☐ Yes ☐ No						
BMP Name	BMP Description	If used, state reason					

# 30.1.2 Sediment Control BMPs

The following sediment control BMP implementation table indicates the BMPs that shall be implemented to control sediment on the construction site. Implementation and locations of temporary sediment control BMPs are shown on the WPCDs in Attachment A and described in this section. The BMP working details can also be found in Attachment A of this WPCP. The following list of BMPs and narrative explain how the selected BMPs will be incorporated into the project.

TEMPORARY SEDIMENT CONTROL BMPS						
BMP Name	Minimum		Used	If not used state reason		
DIMP Name	Require- ment	Yes	No	If not used, state reason		
SE-1 Silt Fence						
SE-2 Sediment Basin						
SE-3 Sediment Trap						
SE-4 Check Dam						
SE-5 Fiber Rolls						
SE-6 Gravel Bag Berm						
SE-7 Street Sweeping and Vacuuming						
SE-8 Sandbag Barrier						
SE-9 Straw Bale Barrier						
SE-10 Storm Drain Inlet Protection						
SE-11 Chemical Treatment						

ALTERNATIVE SEDIMENT CONTROL BMPs USED								
	☐ Yes ☐ No							
BMP Name	BMP Description	If used, state reason						
		l						

# 30.1.3 Tracking Control BMPs

The following tracking control BMP implementation table indicates the BMPs that shall be implemented to reduce sediment tracking from the construction site onto private or public roads. Implementation and locations of tracking control BMPs are shown on the WPCDs in Attachment A and described in this section. The BMP working details can also be found in Attachment A of this WPCP. The following list of BMPs and narrative explain how the selected BMPs will be incorporated into the project.

TEMPORARY TRACKING CONTROL BMPS						
BMP Name	Minimum Require-	Yes	No Used	If not used, state reason		
SE-7 Street Sweeping and Vacuuming	ment					
TC-1 Temporary Construction Entrance						
TC-2 Stabilized Construction Roadway						
TC-3 Temporary Entrance / Outlet Tire Wash						
ALTERN	ALTERNATIVE TRACKING CONTROL BMPs USED					
☐ Yes ☐ No						
BMP Name	BMP Name BMP Description			If used, state reason		

# 30.1.4 Wind Erosion Control BMPs

The following wind erosion control BMP implementation table indicates the BMPs that shall be implemented to control wind erosion on the construction site. Implementation and locations of wind erosion control BMPs are shown on the WPCDs in Attachment A and/or described in this section. The BMP working details can be found in Attachment A. The following list of BMPs and narrative explain how the selected BMPs shall be incorporated into the project.

TEMPORARY WIND FROSION CONTROL BMPS

	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		00.0.1	CONTINUE DIMITO		
	Minimum BMP Used					
BMP Name	Require- ment	Yes	No	If not used, state reason		
WE-1 Wind Erosion Control						
TC-1 Temporary Construction Entrance						
TC-2 Stabilized Construction Roadway						
All Soil Stabilization Measures Included in Section 30.1.1						
<b>-</b>						
ALTE	ALTERNATIVE WIND EROSION BMPs USED					
☐ Yes ☐ No						
BMP Name	ВМР	Descripti	on	If used, state reason		
	1			l .		

# 30.2 Construction Site Management

# 30.2.1 Non-Stormwater Management BMPs

The following BMP implementation table indicates the BMPs that have been selected to control non-stormwater pollution on the construction site. Implementation and locations of non-stormwater control BMPs are shown on the WPCDs in Attachment A and described in this section. The BMP working details that will be adhered to are found in Attachment A of this WPCP.

TEMPORARY NON-STORMWATER POLLUTION CONTROL BMPS						
	Minimum		Used			
BMP Name	Require- ment	Yes	No	If not used, state reason		
NS-1 Water Conservation Practices	$\boxtimes$					
NS-2 Dewatering Operations						
NS-3 Paving and Grinding Operations						
NS-4 Temporary Stream Crossing						
NS-5 Clear Water Diversion						
NS-6 Illicit Connection/Discharge						
NS-7 Potable Water/Irrigation						
NS-8 Vehicle and Equipment Cleaning						
NS-9 Vehicle and Equipment Fueling						
NS-10 Vehicle and Equipment Maintenance						
NS-11 Pile Driving Operations						
NS-12 Concrete Curing						
NS-13 Concrete Finishing						
NS-14 Material and Equipment Use						
NS-15 Demolition Adjacent to Water						

# City of Goleta Water Pollution Control Plan (WPCP)

NS-16 Temporary Batch Plants		
ALTERNATIVE N	ON-STORMWATER PO USED	LLUTION CONTROL BMPs
	☐ Yes ☐ No	
BMP Name	BMP Description	If used, state reason
		•

# 30.2.2 Waste Management and Materials Pollution Control BMPs

The following BMP implementation table indicates the BMPs that have been selected to control construction site wastes and materials. Implementation and locations of materials handling and waste management BMPs are shown on the WPCDs in Attachment A. The BMP working details that will be adhered to are found in Attachment A of this WPCP. The following list of BMPs and narrative explain how the selected BMPs will be incorporated into the project.

TEMPORARY WASTE MANAGEMENT AND MATERIALS POLLUTION CONTROL BMPS						
	Minimum	ВМР	Used			
BMP Name	Require- ment	Yes	No	If not used, state reason		
WM-1 Material Delivery and Storage						
WM-2 Material Use						
WM-3 Stockpile Management						
WM-4 Spill Prevention and Control						
WM-5 Solid Waste Management						
WM-6 Hazardous Waste Management						
WM-7 Contaminated Soil Management						
WM-8 Concrete Waste Management						
WM-9 Sanitary/ Septic Waste Management						
WM-10 Liquid Waste Management						

ALTERNATIVE WASTE MANAGEMENT AND MATERIALS POLLUTION CONTROL BMPs USED		
☐ Yes ☐ No		
BMP Name	BMP Description	If used, state reason

# 30.3 Water Pollution Control Drawings (WPCDs)

The WPCDs are included as Attachment A to this Water Pollution Control Program.

### 30.4 Construction BMP Maintenance, Inspection, and Repair

Site inspections shall be conducted by the Contractor's WPCM at the following minimum frequencies:

- Prior to a forecast storm.
- After a rain event that causes runoff from the construction site.
- At 24-hour intervals during extended rain events.
- Weekly during the rainy season.
- Every 2 weeks during the non-rainy season; and
- At any other time(s) or intervals of time specified in the Contract Special Provisions.

A tracking or follow-up procedure shall follow any inspection that identifies deficiencies in BMPs.

# 30.5 Water Pollution Control Manager

The Water Pollution Control Manager (WPCM) assigned to this project is:

Insert WPCM's Name

Insert WPCM's Telephone Number

Insert Contractor's Company Name Contractor's Company Name

The WPCM shall have primary responsibility and significant authority for the implementation, maintenance, inspection and amendments to the approved WPCP. The WPCM will be available at all times throughout duration of the project. Duties of the Contractor's WPCM include but are not limited to:

- Ensuring full compliance with the WPCP; and
- Implementing all elements of the WPCP.

The WPCM shall have the authority to mobilize crews in order to make immediate repairs to the water pollution control measures.

# **APPENDIX C**

# **PREVAILING WAGE RATES**

1. Download State Prevailing Wage Rates from the State website

http://www.dir.ca.gov/oprl/PWD/index.htm

# **APPENDIX D**

SCHOOL ZONE WORK HOUR RESTRICTION MAP

