



Agenda Item C.1
DISCUSSION/ACTION ITEM
Meeting Date: January 20, 2026

TO: Mayor and Councilmembers

SUBMITTED BY: Matthew R. Fore, General Services Director

SUBJECT: Approval of the Conformed Plans and Specifications, Award of Construction Contract, Budget Appropriation, and Adoption of Categorical Exemption for the Goleta Valley Library ADA, Safety, and Building Improvement Project (CIP No. 9130)

RECOMMENDATION:

- A. Approve the Conformed Plans and Specifications, incorporating addenda and bidding clarifications from the bidding process, for the Goleta Valley Library ADA, Safety, and Building Improvement Project; and
- B. Award and Authorize the City Manager to execute a Construction Contract with EJS Construction, Inc. for the Goleta Valley Library ADA, Safety, and Building Improvement Project, in the not-to-exceed amount of \$5,394,156, subject to the requirements of the contract documents; and
- C. Authorize the General Services Director to approve contract change orders for the Goleta Valley Library ADA, Safety, and Building Improvement Project in an amount not to exceed \$809,123; and
- D. Authorize a budget appropriation of \$457,300 as described in the Fiscal Impacts Section; and
- E. Authorize the City Manager, or designee, to apply for and enter into any necessary utility and service agreements associated with the Goleta Valley Library ADA, Safety, and Building Improvement Project at any amount that is supported by the project budget; and
- F. Adopt Resolution No. 26-___, entitled, "A Resolution of the City Council of the City of Goleta, California, finding the Goleta Valley Library Americans with Disabilities Act (ADA), Safety, and Building Improvement Project (CIP No. 9130) Categorically Exempt from the California Environmental Quality Act (CEQA) Pursuant to State CEQA Guidelines Section 15301."

BACKGROUND:

In October of 2023, the California State Library awarded the City a \$4.2 million Building Forward Library Facilities Improvement Program grant (Grant) to make several infrastructure improvements to the Goleta Valley Library (Library). On December 19, 2023, Council adopted Resolution No. 23-75, authorizing the City Manager to accept the grant funds and execute the grant agreement.

On May 21, 2024, City Council authorized the City Manager to execute an agreement with Jeffrey Miller Architect and Design (JMAD) for Architectural and Engineering services for the Goleta Valley Library ADA, Safety, and Building Improvement Project (Project) and to accept a donation of \$250,000 from the Friends of the Goleta Valley Library to help fund the City's grant match for the Americans with Disabilities Act (ADA) restroom improvements portion of the Project.

On May 6, 2025, City Council authorized the City Manager to execute an agreement with Kitchell/CEM for Construction Management, Inspection, and Testing services. On June 17, 2025, Council authorized Amendment No. 1 to the Agreement with JMAD to cover the cost of required design modifications triggered by unforeseen site conditions and to expand the scope of work to include interior design work that is outside of the scope of the Grant. Finally, on August 19, 2025, City Council authorized Staff to advertise a notice inviting construction bids for the Project.

DISCUSSION:

The City issued a Notice Inviting Bids (NIB) on October 14, 2025, with the bidding process concluding on November 18, 2025. The Project consists of the following improvements:

- Americans with Disabilities Act Path of Travel and Restrooms Upgrade
- Modernization and Replacement of HVAC Systems
- Life Safety and Security Installation and Upgrades
- Light-Emitting Diode (LED) Lighting Retrofits
- Door and Window Replacements and Upgrades
- Fascia Repair and Exterior Paint

The bid solicitation was advertised on the City's website, distributed via PlanetBids and GovDelivery, and posted in the *Santa Barbara Independent*. The bidding process was conducted entirely through the PlanetBids platform, including the posting of bid documents, bidder communications, questions and answers, and the issuance of addenda.

The bid form included three (3) bid alternates in addition to the base bid: (1) carpet replacement for the entire facility; (2) lobby tile replacement; and (3) electrical and data infrastructure to serve furniture and fixtures throughout the facility. These alternate items are outside the scope of the Building Forward Grant but were identified as necessary improvements that complement the Project scope. The Basis of Award for the construction contract is the Base Bid, excluding all alternates.

During the bidding process, the City issued one addendum, responded to seventy-two (72) requests for information, and held two mandatory pre-bid meetings onsite to provide an opportunity for interested bidders to evaluate the site conditions.

Bid Opening and Construction Award

At the bid opening on November 18, 2025, the City received a total of twelve (12) bids, all of which were posted publicly via the PlanetBids platform. A summary of the bids is shown in Attachment 1. The lowest Base Bid was \$5,180,000 from EJS Construction, Inc. (EJS). The Base Bid received is aligned with the Engineer's Estimate for the Project. Staff reviewed the submitted bid documents for compliance with the bid specifications and recommends that City Council award the contract to the lowest responsible and responsive bidder, EJS.

Although the bid alternates are not included in the Building Forward Grant scope, these improvements are needed and can be completed at a substantially lower cost as part of this Project than if performed separately in the future. Therefore, staff recommends awarding all three (3) bid alternates to EJS for a total contract amount of \$5,394,156. In addition to the construction contract amount, staff recommends approval of change order authority of \$809,123, or fifteen (15) percent the contract cost, which is standard for facility remodel projects.

Table 1: Construction Contract Cost

EJS Construction Contract	Amount
Base Contract	\$ 5,180,000
Alternate #1 (Carpet Replacement)	\$ 68,000
Alternate #2 (Tile Replacement)	\$ 60,156
Alternate #3 (FF&E Infrastructure)	\$ 86,000
Total Construction Contract	\$ 5,394,156
Construction Contingency (15%)	\$ 809,123
Total Construction Cost	\$ 6,203,279

Construction must be complete by June 30, 2027 to comply with the terms and conditions of the Library Grant. The Project is currently on track to meet this deadline. Following City Council approval, the construction contract with EJS will be executed. Mobilization on site will follow shortly thereafter.

Approval of Conformed Plans and Specifications

Following bid closure, the construction plans and specifications were updated to incorporate clarifications and addenda issued during the bidding process. Due to the file size, the conformed set of construction documents and specifications are available for review in the City Clerk's Office.

Adoption of Categorical Exemption

This Project is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared, and no further CEQA action is required. Staff recommends that City Council adopt the attached resolution (Attachment 3).

GOLETA STRATEGIC PLAN:

City-Wide Initiative: 5 Strengthen Infrastructure

Strategic Goal: 5.4 Protect and maintain City-owned facilities and critical operational assets

FISCAL IMPACTS:

With the construction contingency, the total construction cost is \$6,203,279 (Table 1), and approximately \$5,907,303 remains available in the Project budget (see Table 2).

As part of the Fiscal Year 2025-26 Adopted Budget, an unfunded amount of \$457,300 was identified for the Project as part of the “Big Six” capital projects to be funded based on the estimated deficit and priority. The full unfunded amount of \$457,300 is requested to cover Project costs not included in the construction contract, including utility agreements and other miscellaneous expenses, supported by multiple funding sources listed in Table 2. No additional budget appropriations are requested beyond the previously identified unfunded amount of \$457,300. The additional General Fund appropriation of \$127,300 was set aside for this purpose.

Table 2 – Project Budget and Appropriation Request

Fund	Account	Prior Year Actuals	FY 25/26 Activity & Encumbrances	FY 25/26 Budget Available	Budget Appropriation	Total Project Cost
General Fund	101-90-9130-57070	\$ 98,296	\$ 143,313	\$ 168,029	\$ -	\$ 409,640
California State Library	325-90-9130-57070	\$ 393,186	\$ 209,044	\$ -	\$ -	\$ 602,230
General Fund	101-90-9130-57071	\$ -	\$ 95,293	\$2,084,116	\$ 127,300	\$2,306,709
County Per Capita	208-90-9130-57071	\$ -	\$ -	\$ 180,000	\$ -	\$ 180,000
California State Library	325-90-9130-57071	\$ -	\$ 381,172	\$3,295,158	\$ -	\$3,676,330
City Library Facilities DIF	223-90-9130-57071	\$ -	\$ -	\$ -	\$ 200,000	\$ 200,000

Library Special Tax	501-90-9130-57071	\$ -	\$ -	\$ 180,000	\$ -	\$ 180,000
County Library DIF*	240-90-9130-57071	\$ -	\$ -	\$ -	\$ 130,000	\$ 130,000
Total:		\$ 491,482	\$ 828,822	\$5,907,303	\$ 457,300	\$7,684,909

**The County of Santa Barbara contributed \$130,000 of Goleta Library Mitigation Fee Balance Development Impact Fees for the Project as part of the 2025-2026 Agreement for Operation of a Free Countywide Library System, authorized by City Council on December 16, 2025. The contribution is committed, and a corresponding revenue budget adjustment will be made as part of the FY 2025-26 Mid-Year Financial Review.*

ALTERNATIVES:

Council may choose not to approve the recommendations listed above, including rejecting all bids and directing staff to re-bid the project. However, doing so would jeopardize the Building Forward Library Grant and would substantially delay needed improvements to the Goleta Valley Library.

LEGAL REVIEW BY: Isaac Rosen, City Attorney

APPROVED BY: Robert Nisbet, City Manager

ATTACHMENTS:

1. Summary of Bids Received
2. Public Works Construction Contract with EJS Construction, Inc.
3. Resolution No. 26-__ entitled, "A Resolution of the City Council of the City of Goleta, California, Finding the Goleta Valley Library Americans with Disabilities Act (ADA), Safety, and Building Improvement Project (CIP 9130) Categorically Exempt from the California Environmental Quality Act (CEQA) Pursuant to State CEQA Guidelines Section 15301"
4. Staff Presentation

ATTACHMENT 1

Summary of Bids Received

City of Goleta: Goleta Library Project (9130)																			
Bid Date: November 18th, 2025 @ 2:00pm (pst)																			
Bid Tabulation Report																			
BASE BID				EJS Construction, Inc. Carpinteria, CA				ProWest PCM, Inc. dba Prowest Constructors Wildomar, CA				Far West Contractors Corp. Placentia, CA				Gustav Keoni dba Precision Construction Services San Luis Obispo, CA			
ITEM No.	DESCRIPTION	ESTIMATED QUANTITY	UNIT MEASURE	Description	Amount			Description	Amount			Description	Amount			Description	Amount		
1	Base Bid Amount	1	LS	Total Base Bid	\$5,180,000.00			Total Base Bid	\$5,399,000.00			Total Base Bid	\$5,425,000.00			Total Base Bid	\$5,570,218.00		
2	Total Alternative #1 (Carpet Replacement)	1	LS	Total Alternative #1 (Carpet Replacement)	\$68,000.00			Total Alternative #1 (Carpet Replacement)	\$178,089.00			Total Alternative #1 (Carpet Replacement)	\$136,074.00			Total Alternative #1 (Carpet Replacement)	\$91,756.00		
3	Total Alternative #2 (Tile Replacement)	1	LS	Total Alternative #2 (Tile Replacement)	\$60,156.00			Total Alternative #2 (Tile Replacement)	\$114,816.00			Total Alternative #2 (Tile Replacement)	\$166,868.00			Total Alternative #2 (Tile Replacement)	Missing in Bid Form		
4	Total Alternative #3 (FF&E Infrastructure)	1	LS	Total Alternative #3 (FF&E Infrastructure)	\$86,000.00			Total Alternative #3 (FF&E Infrastructure)	\$27,698.00			Total Alternative #3 (FF&E Infrastructure)	\$278,064.00			Total Alternative #3 (FF&E Infrastructure)	Missing in Bid Form		
Bidder				SUBCONTRACTORS				SUBCONTRACTORS				SUBCONTRACTORS				SUBCONTRACTORS			
Base Bid Amount				Scope	Name	License	Location	Scope	Name	License	Location	Scope	Name	License	Location	Scope	Name	License	Location
EJS Construction, Inc.				\$5,180,000.00				ProWest PCM, Inc. dba Prowest Constructors				\$5,399,000.00				Demo			
																JJ&S Environmental			
																975044			
																Goleta CA			
																Selective Demolition			
																MEC Environmental, Inc.			
																682343			
																Edwards AFB			
																Demolition			
																VenTerra			
																989629			
																Oxnard, CA			
																Cast-in-Place Concrete + Earthwork & Grading + Earthwork + Underground			
																Aguilera Brothers			
																395370			
																288 Country View Court, Santa Paula, CA 93060			
				</															

Newton Construction and Management Inc. San Luis Obispo, CA				AMG & Associates, Inc. Santa Clarita, CA				Quincon, Inc. Grover Beach, CA				ARDALAN CONSTRUCTION COMPANY, INC Thousand Oaks, CA				The Nazerian Group Encino, CA			
Description	Amount			Description	Amount			Description	Amount			Description	Amount			Description	Amount		
Total Base Bid	\$5,732,000.00			Total Base Bid	\$5,814,000.00			Total Base Bid	\$5,953,563.00			Total Base Bid	\$5,978,000.00			Total Base Bid	\$6,188,123.00		
Total Alterantive #1 (Carpet Replacement)	\$132,000.00			Total Alterantive #1 (Carpet Replacement)	\$91,000.00			Total Alterantive #1 (Carpet Replacement)	\$73,693.88			Total Alterantive #1 (Carpet Replacement)	\$74,000.00			Total Alterantive #1 (Carpet Replacement)	\$175,000.00		
Total Alternative #2 (Tile Replacement)	\$86,000.00			Total Alternative #2 (Tile Replacement)	\$64,000.00			Total Alternative #2 (Tile Replacement)	\$62,739.60			Total Alternative #2 (Tile Replacement)	\$97,000.00			Total Alternative #2 (Tile Replacement)	\$50,000.00		
Total Alternative #3 (FF&E Infrastructure)	\$120,000.00			Total Alternative #3 (FF&E Infrastructure)	\$123,000.00			Total Alternative #3 (FF&E Infrastructure)	\$55,000.00			Total Alternative #3 (FF&E Infrastructure)	\$145,000.00			Total Alternative #3 (FF&E Infrastructure)	\$75,000.00		
SUBCONTRACTORS				SUBCONTRACTORS				SUBCONTRACTORS				SUBCONTRACTORS				SUBCONTRACTORS			
Scope	Name	License	Location	Scope	Name	License	Location	Scope	Name	License	Location	Scope	Name	License	Location	Scope	Name	License	Location
Not submitted with bid.				Demo	CCU Demo	1001089	Bakersfield, CA	Abatement	Parc Environmental	501913	Fresno, CA	Demolition and Abatement	Venterra	989629	Oxnard, CA	Demolition Abatement	Integrated Demolition and Remediation Inc.	1003504	Anaheim, CA
																Site Cleaning, Earthwork, Concrete, AC Paving, Rough Carpentry, Drywall, Plaster, Painting, Landscape			
				Earthwork	Pacific Rim	582505	Simi Valley, CA	Flooring	Floor Connection	665417	Arroyo Grande, CA	Framing/Drywall	Valor Construction Engineering	1130026	Thousand Oaks, CA	GHM Construction	1126851	Granada Hills, CA	
				Landscaping	805 West	1029557	San Luis Obispo, CA	Fire Sprinklers	Whittle Fire Protection	677813	Nipomo, CA	Casework	California Woodworking, Inc.	597445	Oxnard, CA	Structural Steel, Decorative Metal	C A Buchen	209850	Sun Valley, CA
				Utilities	Sam Hill & Sons	648594	Ventura, CA	Ceramic Tile	Visalia Tile	481599	Visalia, CA	Roofing	Commerical Roofing Systems, Inc.	591222	Arcadia, CA	Roofing Sheet Metal	Letner	689961	Orange, CA
				Concrete/Rebar	JNE	1067204	Grover Beach, CA	Roofing	Commerical Roofing	591222	Arcadia, CA	Storefronts/Glazing	Santa Barbara Glass Company	245557	Carpenteria, CA	Doors, Frames & Hardware	Mulvihill Enterprises	931643	Anaheim, CA
				Structural Steel	J&D	1143724	Santa Maria, CA	Steel	J&D Fabrication	1143724	Santa Maria, CA	Sliding Doors	EZ Automated	434801	Chino, CA	Storefronts, Glazing, Sliding Doors and Entrance	Scoutlite	952064	Yualpa, CA
				Casework	California Woodworking	597445	Oxnard, CA	Casework	JER Max	1054628	San Fernando, CA	Ceramic Tile	Floor Connection	665417	Arroyo Grande, CA	Tiling	JNJ Tile	665139	Pico Rivera, CA
				Roofing	Commerical Roofing	591222	Arcadia, CA	HVAC	ACH Mechanical	780560	Redlands, CA	Acoustic Ceilings	Prime Acoustics	739826	West Lake Village, CA	Acoustical Ceiling	Excel Acoustics	724511	Corona, CA
				Doors, Frames, Hardware	Mulvihill	931643	Anaheim, CA	Electrical	ASM Electric	1006640	San Luis Obispo, CA	Flooring	DFS Flooring	999046	Van Nuys, CA	Flooring	Reliable Floor	839258	West Lake Village, CA
				Glazing/storefronts	Santa Barbara Glass	245557	Goleta, CA					Toilet Partitions and Accessories	YTI Enterprises, Inc.	830286	Anaheim, CA	Fire Sprinkler	APEX Fire	954286	Montrose, CA
				Automatic Sliding Doors	EZ Automated	434801	Chino, CA					Fire Supression System	Whittle Fire Protection	677813	Nipomo, CA	HVAC	Air Design Solutions	953818	El Monte, CA
				Gypsum Board/Plaster	Premier Drywall	809679	Santa Maria, CA					Plumbing	J Noble Binns, Plumbing Co. Inc	481544	Bakersfield, CA	Electrical, Low Voltage, Fire Alarm	Trans Electric	861764	Thousand Oaks, CA
				Tiling	Michael Surface	1088958	Bakersfield, CA					HVAC	Superior Air	669421	San Diego, CA				
				Acoustic Ceiling	Ceiling Experts	917629	Roseville, CA					Electrical/Low Voltage	SoCal Electrical (Seyed Omid Hansali)	1088771	Los Angeles, CA				
				Painting	Tarlton	342341	Fresno, CA					Irrigation/Landscap ing	Valor Construction Engineering	1130026	Thousand Oaks, CA				
				Fire Sprinkler	Whittle Fire	677813	Nipomo, CA					Site Utilities	Aguilera Brothers	873775	Santa Paula, CA				
				Plumbing	J Noble Binns	481544	Bakersfield, CA					Site Demolition and Clearing	Aguilera Brothers	873775	Santa Paula, CA				
				HVAC	ACH	780560	Redlands, CA					Painting	Ray Mac Painting	888007	Camarillo, CA				
				Electrical/Fire Alarm	Huddleston Electric	910577	Santa Barbara, CA					Handrails/Structural Steel	J and D Fabricating and Repair	1143724	Santa Maria, CA				
				Low Voltage	CWS	623901	San Diego, CA												
Notes:				Notes:				Notes:				Notes:				Notes:			

Kemcorp Construction, Inc. Ontario, CA				Pre Con Industries, Inc. Santa Maria, CA				Plant Construction San Francisco, CA			
Description	Amount			Description	Amount			Description	Amount		
Total Base Bid	\$6,449,000.00			Total Base Bid	\$6,625,000.00			Total Base Bid	\$7,233,619.00		
Total Alterantive #1 (Carpet Replacement)	\$120,000.00			Total Alterantive #1 (Carpet Replacement)	\$125,000.00			Total Alterantive #1 (Carpet Replacement)	\$177,513.00		
Total Alternative #2 (Tile Replacement)	\$50,000.00			Total Alternative #2 (Tile Replacement)	\$82,000.00			Total Alternative #2 (Tile Replacement)	\$90,758.00		
Total Alternative #3 (FF&E Infrastructure)	\$50,000.00			Total Alternative #3 (FF&E Infrastructure)	\$95,000.00			Total Alternative #3 (FF&E Infrastructure)	\$30,624.00		
SUBCONTRACTORS				SUBCONTRACTORS				SUBCONTRACTORS			
Scope	Name	License	Location	Scope	Name	License	Location	Scope	Name	License	Location
Demo, Painting, Grading, CMU, Concrete, Framing	Aguilera Brothers	873775	Santa Paula, CA	Abatement/Demolition	Mec Environmental	682343	Edwards, AFB, CA	Scaffolding	Safe Scaffolding	956718	Trabuco Canyon, CA
Abatement	Act, Inc	842068	Upland, CA	Concrete	Aguilera Brothers Construction, Inc.	873775	Santa Paula, CA	Non-Structural Demolition and Hazmat	MEC Environmental, Inc	682343	Edwards AFB, CA
Landscaping	Elite	967955	Goleta, CA	Metal Fabrication	J&D Fabricating Repair	1143724	Santa Maria, CA	Concrete	American Construction Group	1067717	La Puente, CA
Handrails	J & D fab rails	1143724	Santa Maria, CA	Rough Carpentry	Gemini Framing	421657	Cambria, CA	Structural Steel	J & D Fabricating & Repair Inc.	1143724	Santa Maria, CA
Casework	California Woodwork	597445	Oxnard, CA	Architectural Woodwork	California Woodworking, Inc.	597445	Oxnard, CA	Finish Carpentry	Acosta & Sons, Inc.	622520	Oakdale, CA
Insulation	Viking Insulation	1078076	Burbank, CA	Insulation	Viking Insulation	1078076	Burbank, CA	Roofing	Letner Roofing Co.	689961	Orange, CA
Roofing	Brentwood Sheet Metal	928913	Oxnard, CA	Roofing	Commercal Roofing System, Inc.	591222	Arcadia, CA	Entrances and Storefronts	Santa Barbara Glass Company	245557	Santa Barbara, CA
Doors, Frames & Hardware	Mulvihill Enterprises	931643	Anaheim, CA	Entrances / Storefront Glazing	Santa Barbara Glass Company	245557	Carpinteria, CA	Automatic Sliding/Swinging Doors	ASA ABLOY	738120	Anaheim, CA
Glazing & Storefront	MD Glass	1054060	Santa Ana, CA	Automatic Sliding Doors	Assa Abloy Entrance Systems US Inc.	738120	Anaheim, CA	Plaster	Tarlton	342341	Anaheim, CA
Drywall	DLAB Drywall	986090	Fontana, CA	Plaster	Patch Adams Plastering, Inc.	883541	Santa Maria, CA	Concrete	American Construction Group	1067717	La Puente, CA
Ceramic Tile & Resilient Flooring	Floor Connections	665417	Arroyo Grande, CA	Tiling	Floor Connection, Inc.	665417	Arroyo Grande, CA				
Accoustic Ceilings & Clouds	Ceiling Experts	917629	Roseville, CA	Acoustical Ceiling	Ceiling Experts, Inc.	917629	Roseville, CA				
Fire Sprinklers	Whittle Fire Prot.	677813	Nipomo, CA	Flooring	Floor Connection, Inc.	665417	Arroyo Grande, CA				
Plumbing	J. Noble Binns Plumbing	481544	Bakersfield, CA	Painting	Kinyon Construction, Inc.	728467	Santa Maria, CA				
HVAC	Tovi	669421	San Diego, CA	Fire Sprinkler	RLH Fire Protection	777717	Bakersfield, CA				
Electrical	Pico Electric	1047585	Westlake Village, CA	Plumbing	J. Noble Binns Plumbing Co, Inc.	481544	Bakersfield, CA				
Data, Cameras, & Access Controls	JB Enterprise Security	821590	Yorba Linda, CA	HVAC	J.R. Barto	738011	Santa Maria, CA				
Fire Alarm	Apple Valley Comm.	542642	Apply Valley, CA	Electrical/Fire Alarm	Luis Gil Electrical	1084479	Santa Maria, CA				
				Communication Electronic Safety	Enterprise Security, Inc.	821590	Yorba Linda, CA				
				Earthwork	Aguilera Brothers Construction, Inc.	873775	Santa Paula, CA				
				Asphalt	Finish Line Paving, Inc.	1024827	Fillimore, CA				
				Landscape/Irrigation	Elite Landscape Constructions, Inc.	967955	Clovis, CA				
				Site Utilities	Aguilera Brothers Construction, Inc.	873775	Santa Paula, CA				
Notes:				Notes:				Notes:			
					Page 3 of 3				Planet Bid Alt #2: Numerical amount on bid form differs from the written amount on the bid form. Written number on bid form prevails.		

ATTACHMENT 2

Public Works Construction Contract with EJS Construction, Inc.

**PUBLIC WORKS CONTRACT
BETWEEN THE CITY OF GOLETA
AND
EJS CONSTRUCTION, INC.**

This Public Works Contract (herein referred to as "CONTRACT") is made and entered into by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **EJS CONSTRUCTION, INC.**, a California Corporation (hereinafter referred to as "CONTRACTOR").

SECTION A. RECITALS

1. Pursuant to the Notice Inviting Sealed Bids for the **Goleta Valley Library, ADA, Building, and Safety Improvement Project (CIP 9130)**, bids were received, publicly opened, and declared on the date specified in the notice.
2. On January 20, 2026, Goleta's City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR and the City Council approved this CONTRACT and authorized the City Manager to execute the CONTRACT with CONTRACTOR for furnishing labor, equipment, and material for the Goleta Valley Library, ADA, Building, and Safety Improvement Project (CIP 9130) in the City of Goleta.

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

SECTION B. TERMS

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 **Goleta Valley Library Building, Safety, and ADA Improvement Project (CIP 9130)** in the City of Goleta. The work shall be performed in accordance with the Plans and Specifications (and as generally described in the "Notice Inviting Sealed 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 CONTRACT and all required bonds, insurance certificates,

permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written CONTRACT, the provisions of this CONTRACT, and the Standard Specifications, in that order, shall control. Collectively, these contract documents constitute the complete CONTRACT between CITY and CONTRACTOR and supersede any previous agreements or understandings.

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

4. **TIME OF PERFORMANCE:** CONTRACTOR agrees to complete the work within the timeframe specified in the Contract Documents from the date of the notice to proceed. By signing this CONTRACT, CONTRACTOR represents to CITY that the contract time is reasonable for completion of the work and that CONTRACTOR will complete such work within the contract time. In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay CITY as liquidated damages, not as a penalty, the sum of **\$3,000** 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 CONTRACT. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.
6. **LEGAL HOURS OF WORK:** CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Except as provided by Labor Code Section 1815, the CONTRACTOR shall, as a penalty to the CITY, forfeit twenty five dollars (\$25) for each worker employed in the execution of the Contract by the CONTRACTOR or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 (commencing at Section 1810) of the California Labor Code.
7. **TRAVEL AND SUBSISTENCE PAY:** CONTRACTOR agrees to pay travel and subsistence pay to each worker needed to execute the work required by this CONTRACT as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.
8. **CONTRACTOR'S LIABILITY:** The CITY and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or

other property from any cause whatsoever arising out of or in connection with the performance of the work. CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

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

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

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

will be for that entire portion or percentage of liability not attributable to the active negligence of City.

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

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

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

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

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 CONTRACT. As more specifically detailed in the contract documents, CONTRACTOR agrees to indemnify and defend the City against any third-party claim.

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

- 11. INSURANCE:** With respect to performance of work under this CONTRACT, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications.
- 12. ASSIGNMENT:** This CONTRACT is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.
- 13. INDEPENDENT CONTRACTOR:** CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.
- 14. TAXES:** CONTRACTOR is responsible for paying all retail sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in the contract shall include compensation for any taxes CONTRACTOR is required to pay by laws and regulations in effect at the bid opening date.
- 15. LICENSES:** CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this CONTRACT any licenses, permits, insurance, and approvals which are legally required of CONTRACTOR to practice its profession. CONTRACTOR shall maintain a City of Goleta business license, if required under CITY ordinance.
- 16. RECORDS:** CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this CONTRACT and such other records as may be deemed necessary by CITY or any authorized representative, and will be retained for three years after the expiration of this CONTRACT. All such records shall be made available for inspection or audit by CITY at any time during regular business hours.

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

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

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

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

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

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

EJS CONSTRUCTION, INC.

4998 Foothill Road

Carpinteria, CA 93013

Attn: Paul Sanchez, President

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

22. NONDISCRIMINATION: The CITY reaffirms its ongoing commitment to equality in the conduct of City business, and prohibits any policy, plan, program, custom or practice, including harassment, in the conduct of City business. No discrimination or discriminatory practice shall occur in either employment of persons for, or completion of, the work contemplated by this CONTRACT, when such discrimination is based on race, color, national origin, or ancestry; religion; sex; gender, gender identity, gender expression, or gender transitioning status; physical disability, mental disability, medical condition, or genetic information; marital or domestic partner status; citizenship status; age; sexual orientation; exercising a legally protected right to an employment leave of absence; status as a victim of domestic violence, sexual assault, or stalking; reproductive health decision-making, or any other classification protected under state or federal law. Among other possible violations of law, a violation of this section exposes CONTRACTOR to the penalties provided for in Labor Code Section 1735.

23. PAPER PRODUCTS AND PRINTING REQUIREMENTS: To the extent this contract provides paper products, and printing and writing paper for the City, CONTRACTOR must meet quality standards and criteria specified in [SB 1383](#), [Sections 22150-22154 of the Public Contract Code](#) and [16 Code of Federal Regulations \(CFR\) Section 260.12](#) by:

- a. If fitness and quality are equal, provide recycled products, instead of nonrecycled products whenever recycled products are available at the same or a lesser total cost than nonrecycled items.
- b. Provide paper products and printing and writing paper that meet Federal Trade Commission recyclability standard as defined in 16 CFR Section 260.12.
- c. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the paper products and printing and writing paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the paper products, printing and writing paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.

- d. Certify in writing, on invoices or receipts provided, that the paper products and printing and writing paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in 16 CFR Section 260.12.
- e. Comply with any other requirements in Goleta Municipal Code Section 8.10.900(B).

24. ORGANIC WASTE USE REQUIREMENTS: To the extent this contract provides landscaping maintenance, renovation, and construction services, CONTRACTOR must:

- a. Use compost and SB 1383 eligible mulch, as practicable, produced from recovered organic waste, for all landscaping renovations, construction, or maintenance performed for the City, whenever available, and capable of meeting quality standards and criteria specified. SB 1383 eligible mulch used for land application must comply with 14 CCR Section 18993.1 - 18993.4, and must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in 14 CCR Sections 17852(a)(24.5)(A)(1) through (3).
- b. Keep and provide records of procurement of recovered organic waste products (either through purchase or acquisition) to the City's Designated Representative, upon completion of projects. Information to be provided must include:
 - i. General description of how and where the product was used and if applicable, applied;
 - ii. Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the recovered organic waste products were procured;
 - iii. Type of product;
 - iv. Quantity of each product; and,
 - v. Invoice or other record demonstrating purchase or procurement.
- c. Comply with all requirements in Goleta Municipal Code Section 8.10.900(A).

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

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

27. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES: The Parties agree that this CONTRACT, agreements ancillary to this CONTRACT, and related documents to be entered into in connection with this CONTRACT will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

28. GOVERNING LAW: This CONTRACT shall be governed by the laws of the State of California, and exclusive venue for any action involving this CONTRACT will be in Santa Barbara County.

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

This CONTRACT is executed on this _____ day of _____, at Goleta, California, and effective as of _____, 2026.

CITY OF GOLETA:

Robert Nisbet, City Manager

ATTEST:

Deborah Lopez, City Clerk

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:


4365248AE5424GE...
Scott Shapses, Deputy City Attorney

CONTRACTOR:

Paul Sanchez, President/Secretary

State of California License No.:
560947

Department of Industrial Relations Registration
No.:
1000011020

Business Phone No.:
(805) 684-6381

CONTRACTOR'S Emergency Phone No. at
which contractor can be reached at any time:
(805) 451-7043

Emergency Contact:
Paul Sanchez, President



DIVISION 00

**NOTICE TO CONTRACTORS
INVITING SEALED BIDS
GOLETA VALLEY LIBRARY ADA, BUILDING, AND SAFETY IMPROVEMENT PROJECT NO. 9130**

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 **2:00 P.M. (PST) on Tuesday, November 18, 2025**, and will be publicly opened and posted on the PlanetBids portal site promptly thereafter. Copies of the Bid and Contract Documents may be obtained from the Planet Bids Website: <https://vendors.planetbids.com/portal/45299/bo/bo-search>.

The work includes all labor, material, supervision, and equipment necessary to construct and deliver a finished **GOLETA VALLEY LIBRARY ADA, BUILDING, AND SAFETY IMPROVEMENT PROJECT NO. 9130**. Work includes the renovation of the Goleta Valley Library as further described in the Project Description.

Project Cost

The estimated cost of Project construction is approximately \$5 million (including all Add Alternates). The Basis of Award will be determined on the Base Bid Construction Price not including Alternate Bid Items.

Project Duration

The successful contractor (after receipt of Notice to Proceed) shall have **396 calendar days** to complete all work called for under the Contract Documents.

Project Location

500 North Fairview Avenue, Goleta, California, 93117.

Project Description

Renovation of an existing 15,437 square foot single-story structure to meet current Americans with Disabilities Act (ADA) standards and modern building and code requirements. The project includes ADA restroom renovations, interior and exterior path of travel alterations, electrical system replacement (including switchgear), HVAC system replacement, fire suppression system installation, LED lighting replacement and retrofits, security and life safety system installation and upgrades, installation and replacement of doors, windows, and storefront systems, fascia replacement, interior alterations and improvements, and landscape improvements.

Questions and Communications

All questions must be submitted electronically through PlanetBids. The deadline for receipt of questions is **5:00 P.M. (PST) on Tuesday, November 4, 2025**.

Mandatory Pre-Bid Meeting

Mandatory pre-bid meetings will be held at the Project Site (500 North Fairview Avenue, Goleta, California, 93117) at:

- Thursday, October 23, 2025, at 2:00 P.M. (PST)
- Tuesday, October 28, 2025, at 2:00 P.M. (PST)

Attendance at one meeting is required. Bidders must attend a pre-bid meeting, fully inspect the Project Site, and will be held responsible for all information presented. It is required that the Bidders become thoroughly familiar with the terms and conditions of the Bid Plans, Special Provisions, and Local Conditions affecting the performance and costs of the Work prior to bidding and it is recommended that this be done prior to attending the pre-bid meeting.



SECTION 00 11 13 NOTICE INVITING BIDS

DIVISION 00

Bid Submittal Instructions

Bidders must be registered on the City of Goleta's PlanetBids portal in order to access all bid documents, and 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 submittal deadline. Allow time for technical difficulties, uploading, and unexpected delays. Late or incomplete bids will not be accepted. All communications related to this project shall be conducted through PlanetBids. Questions about alleged patent ambiguity of the plans, specifications, or estimate must be asked before bid opening. After bid opening, the City does not consider these questions as bid protests. All bids must be submitted electronically through PlanetBids on or before **2:00 P.M. (PST) on Tuesday, November 18, 2025**. At that time, the electronic bids will be opened within the system and made publicly available in PlanetBids immediately following opening.

Bid Security

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 also 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; otherwise, the bid shall be considered non-responsive. The sealed envelope should be plainly marked on the outside, **"SEALED BID SECURITY FOR GOLETA VALLEY LIBRARY PROJECT NO. 9130"**.

Performance Security

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.

Affirmative Action

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.

Department of Industrial Relations (DIR)

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.



SECTION 00 11 13 NOTICE INVITING BIDS

DIVISION 00

Contractor License

A contract may only be awarded to the lowest responsive and responsible bidder properly licensed in accordance with the laws of the State and the City of Goleta. Contractor shall possess a valid Class B - General Building Contractor license prior to award of Contract. Said license shall be maintained during the contract period. It is the Bidder's and Contractor's responsibility to obtain the correct Contractor's licenses. Bidders shall be skilled and regularly engage in the general class or type of work called for under this contract.

Performance and Payment Bonds

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

Prevailing Rate of Wages

Pursuant to California Labor Code Section 1773, the City has ascertained the General Prevailing Rate of Wages in the County in which the work is to be done to be as determined by the Director of Industrial Relations of the State of California. Contractor is hereby made aware that information regarding prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <https://www.dir.ca.gov/oprl/dprevwagedetermination.htm>. The Contractor is required to post a copy of the applicable wage rates at the job site. Attention is directed to Section 7 "Legal Relations and Responsibility to the Public" of the Standard Construction Specifications.

Contractor Experience

The Contractor Company, including the Responsible Managing Officer (RMO) for the Contractor Company, shall demonstrate a minimum of ten (10) years' experience successfully performing projects of substantially similar type, magnitude, and character of the work bid.

Rejection of Bids

The City reserves the right to reject all bids, reject any bid that is not responsive to the invitation, or to waive any minor irregularity and to take all bids under advisement for a period of up one hundred and twenty (120) calendar days. Failure to provide proof of the Contractor's current registration pursuant to Section 1725.5 of the Labor Code may result in rejection of the bid as non-responsive. Failure to comply with enforcement provisions pursuant to Section 1771.4 of the Labor Code may result in a determination that the Bidder is not responsible.

Liquidated Damages

The Liquidated Damages shall be \$3,000 per day.

Protest

Any protest to an intended award of this contract shall be made in writing addressed to the City Clerk according to Specification Section 002113, Paragraph 5.25 (Filing of Bid Protests) and 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. Any protest may be considered and acted on by the City Council at the time noticed for award of the contract. To request a copy of the notice of agenda for award, please contact the City Clerk (805) 961-7505 or register on the City's website (www.cityofgoleta.org).

All questions about this project and bidding requirements must be submitted in writing through PlanetBids.

Posted: October 14, 2025

Publication Date: Santa Barbara Independent, October 16, 2025

END OF NOTICE INVITING BIDS



**SECTION 00 41 00
BID FORM**

DIVISION 00

TO: CITY OF GOLETA (OWNER)
130 CREMONA DRIVE, SUITE B
GOLETA, CALIFORNIA 93117

FOR: GOLETA VALLEY LIBRARY ADA, SAFETY, AND BUILDING IMPROVEMENT PROJECT
(CIP 9130)

DATE: 11/18/2025
(Bidder to enter date)

SUBMITTED BY: EJS Construction, Inc.
(Bidder to enter name)

Bidder's Full Name Paul Anthony Sanchez

Address 4998 Foothill Road

City, State, Zip Carpinteria, CA 93013

Bids will be received via electronic transmission on the City of Goleta PlanetBids portal site until the time specified in the Invitation to Bid.

The undersigned hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and addenda, if any, for the Project.

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project, as described and in strict conformity with the Drawings, and these Specifications for the **TOTAL BID PRICE** indicated herein.

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

1. Addendum # #1 Dated 11/12/25.
2. Addendum # _____ Dated _____.
3. Addendum # _____ Dated _____.
4. Addendum # _____ Dated _____.
5. Addendum # _____ Dated _____.

Questions 1-4 Noted



**SECTION 00 41 00
BID FORM**

DIVISION 00

The undersigned acknowledges inclusion of the following allowances in the Base Bid in accordance with Section 012100 - Allowances:

- | | |
|---|-----------------|
| 1. Allowance No. 1 – Miscellaneous Permit Allowance: | \$5,000 |
| 2. Allowance No. 2 – Southern California Edison Allowance: | \$50,000 |
| 3. Allowance No. 3 – Fire Extinguisher and Cabinet Allowance: | \$5,000 |
| Total Allowances: | \$60,000 |

The Bidder understands that unused portions of allowances will be adjusted by Change Order in accordance with the Contract Documents.

The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:

1. Document 004313 - Bid Bond
2. Document 004336 - Proposed Subcontractors Form
3. Document 004513 - Bidder's Qualifications
4. Document 004546 - Governmental Certifications
 - a. Iran Contracting Act Certification
 - b. Ukraine Form of Compliance
 - c. Public Works Contractor Registration Certification
 - d. Contractor's Certificate Regarding Workers' Compensation
 - e. Fleet Compliance Certification
 - f. Certificate of Asbestos and Lead-Based Paint (New Work)
 - g. Non-Collusion Declaration



**SECTION 00 41 00
BID FORM**

DIVISION 00

TOTAL BASE BID PRICE:

**TOTAL BASE BID PRICE FOR GOLETA VALLEY LIBRARY ADA,
BUILDING, AND SAFETY IMPROVEMENT PROJECT (CIP 9130)**

\$ 5,180,000.00
Total Bid Price in Numbers

\$ Five million one hundred eighty thousand
Total Bid Price in Written Form

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

ALTERNATIVE BID PRICE NO. 1:

**TOTAL ALTERNATIVE #1 FOR GOLETA VALLEY LIBRARY ADA,
BUILDING, AND SAFETY IMPROVEMENT PROJECT (CIP 9130)**

Carpet Replacement (Rooms 01, 02, 03, 13, and 23)

\$ 68,000
Total Bid Price in Numbers

\$ sixty eight thousand
Total Bid Price in Written Form

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

CONTINUED ON NEXT PAGE



**SECTION 00 41 00
BID FORM**

DIVISION 00

ALTERNATIVE BID PRICE NO. 2:

**TOTAL ALTERNATIVE #2 FOR GOLETA VALLEY LIBRARY ADA,
BUILDING, AND SAFETY IMPROVEMENT PROJECT (CIP 9130)**

Lobby and Vestibule Tile Replacement (Rooms 21 and 25)

\$ 60,156
Total Bid Price in Numbers

\$ Sixty Thousand one hundred fifty six
Total Bid Price in Written Form

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

ALTERNATIVE BID PRICE NO. 3:

**TOTAL ALTERNATIVE #3 FOR GOLETA VALLEY LIBRARY ADA,
BUILDING, AND SAFETY IMPROVEMENT PROJECT (CIP 9130)**

FF&E Infrastructure

\$ 86,000
Total Bid Price in Numbers

\$ eightysix thousand
Total Bid Price in Written Form

In case of discrepancy between the written price and the numerical price, the written price shall prevail.



**SECTION 00 41 00
BID FORM**

DIVISION 00

The undersigned agrees that this Bid Form constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the Bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.

The successful bidder hereby agrees to sign the contract and furnish the necessary bonds and certificates of insurance within ten (10) working days after the City provides the successful bidder with the Notice of Award.

Upon receipt of the signed contract and other required documents, the contract will be executed by the City, after which the City will prepare a letter giving Contractor Notice to Proceed. The official starting date shall be the date of the Notice to Proceed, unless otherwise specified. The undersigned agrees to begin the Work within ten (10) working days of the date of the Notice to Proceed, unless otherwise specified.

The undersigned has examined the location of the proposed work and is familiar with the Drawings and Specifications and the local conditions at the place where work is to be done.

If awarded the contract, the undersigned agrees that there shall be paid by the undersigned and by all subcontractors to all laborers, workers and mechanics employed in the execution of such contract no less than the prevailing wage rate within Santa Barbara County for each craft, classification, or type of worker needed to complete the Work contemplated by this contract as established by the Director of the Department of Industrial Relations. A copy of the prevailing rate of per diem wages are on file at the City's Engineering Division and shall be made available to interested parties upon request.

Enclosed find cash, **bidder's bond**, or cashier's or certified check No. _____ from the _____ Bank in the amount of _____, which is not less than ten percent (10%) of this bid, payable to City of Goleta as bid security and which is given as a guarantee that the undersigned will enter into a contract and provide the necessary bonds and certificates of insurance if awarded the Work.

The bidder furthermore agrees that in case of bidder's default in executing said contract and furnishing required bonds and certificates of insurance, the cash, bidder's bond, or cashier's or certified check accompanying this proposal and the money payable thereon shall become and shall remain the property of the City of Goleta.

Bidder is an individual_____, or corporation X, or partnership_____, organized under the laws of the State of California.

CONTINUED ON NEXT PAGE



**SECTION 00 41 00
BID FORM**

DIVISION 00

Bidder confirms license(s) required by California State Contractor's License Law for the performance of the subject project are in full effect and proper order. The following are the Bidder's applicable license number(s), with their expiration date(s) and class of license(s):

560947 - Exp. 7/31/26 - Class B

If the Bidder is a joint venture, each member of the joint venture must include the required licensing information.

Sureties that will furnish the Faithful Performance Bond and the Labor and Material Payment Bond, in the form specified herein (Section 006113), in an amount equal to one hundred percent (100%) of the contract price within ten (10) working days from the date the City provides the successful bidder the Notice of Award. Sureties must meet all of the State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and must be authorized by the State of California.

The insurance company or companies to provide the insurance required in the contract documents must have a Financial Strength Rating of not less than "A-" and a Financial Size Category of not less than "Class VII" according to the latest Best Key Rating Guide. At the sole discretion of the City, the City may waive the Financial Strength Rating and the Financial Size Category classifications for Workers' Compensation insurance.

CONTINUED ON NEXT PAGE



**SECTION 00 41 00
BID FORM**

DIVISION 00

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Executed at Carpinteria, CA on this 18 day of November, 2025.

(Corporate Seal)

(Bidders Name)

Paul Sanchez - President

(Name and Title)



(Signature)

Names of individual members of firm or names and titles of all officers of corporation and their addresses are listed below:

Name: Paul Sanchez Title: President, Secretary

Complete Address: 1481 Sterling Ave. Carpinteria, CA 93013

Phone: 805-684-6381 Fax: _____

Name: _____ Title: _____

Complete Address: _____

Phone: _____ Fax: _____

Name: _____ Title: _____

Complete Address: _____

Phone: _____ Fax: _____

Name: _____ Title: _____

Complete Address: _____

Phone: _____ Fax: _____

END OF SECTION

ATTACHMENT 3

Resolution No. 26-__ entitled, "A Resolution of the City Council of the City of Goleta, California, Finding the Goleta Valley Library Americans with Disabilities Act (ADA), Safety, and Building Improvement Project (CIP 9130) Categorically Exempt from the California Environmental Quality Act (CEQA) Pursuant to State CEQA Guidelines Section 15301"

RESOLUTION NO. 26-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLETA, CALIFORNIA, FINDING THE GOLETA VALLEY LIBRARY AMERICANS WITH DISABILITIES ACT (ADA), SAFETY, AND BUILDING IMPROVEMENTS PROJECT (CIP 9130) CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO STATE CEQA GUIDELINES SECTION 15301.

WHEREAS, the Goleta Valley Library, built in 1972, is located at 500 North Fairview Road in the City of Goleta, Santa Barbara County, California and is in need of accessibility, safety, and capital maintenance improvements; and

WHEREAS, the Goleta Valley Library ADA, Safety, and Building Improvements Project (“Project”) consists of accessible restroom renovations; accessible exterior improvements and path of travel alterations, including accessible parking spaces and building entrances, reconstructed sidewalks, curb ramps, and landings to meet running and cross slopes requirements, improved exterior and interior signage, minor landscaping changes to accommodate the accessible improvements; interior path of travel alterations, including removal of architectural barriers that limit access inside the facility, widening of doorways and reconfiguration of furniture; reconfiguration and reconstruction of a multi-purpose patio area to address settling issues; replacement of HVAC and electrical systems; installation of a fire suppression system, which includes replacing the entire ceiling system; installation of security systems; replacement and upgrades of doors and windows, including the addition of an emergency egress door on the westside of the building (Fairview Avenue); interior improvements such as paint, carpet, furniture, and new lighting; exterior improvements including fascia repairs, exterior painting; installation of exterior furniture, book drops, lighting, and drainage improvements; and

WHEREAS, on May 21, 2024, the City Council awarded a Professional Design Services Agreement to Jeffrey Miller Architecture and Design in the not-to-exceed amount of \$679,984 to prepare plans, specifications, and estimates for the Project; and

WHEREAS, on August 19, 2025, the City Council authorized staff to advertise for construction bids for the Project; and

WHEREAS, in accordance with California Environmental Quality Act (“CEQA”) (Pub. Resources Code, §§ 21000 *et seq.*; 14 CCR §§ 15000 *et seq.*), the City, acting as CEQA lead agency, has determined that the awarding of the construction bid for the Project to EJS Construction, Inc. is categorically exempt from CEQA review pursuant to State CEQA Guidelines Section 15301, Class 1 (Operation, repair, maintenance, permitting, leasing, licensing or minor alteration

of existing public or private structures, facilities, mechanical equipment or topographical features involving negligible or no expansion of existing or former use); and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLETA, AS FOLLOWS:

SECTION 1. Recitals. The City Council hereby finds and determines that the foregoing recitals, which are incorporated herein by reference, are true and correct.

SECTION 2. CEQA Findings. The City Council finds, in light of the whole record, that the Project is categorically exempt from environmental review pursuant to State CEQA Guidelines Section 15301 (Class 1). The Class 1 exemption consists of repairs and minor alterations to existing public facilities, with negligible or no expansion of existing or former use. This includes examples such as interior or exterior alterations such as partitions, plumbing and electrical conveyances, and the restoration or rehabilitation of deteriorated or damaged areas to the building. (See State CEQA Guidelines, §15301(a), (d).) Here, the Project would include accessible restroom renovations; accessible exterior improvements and path of travel alterations, including accessible parking spaces and building entrances, reconstructed sidewalks, curb ramps, and landings to meet running and cross slopes requirements, improved exterior and interior signage, minor landscaping changes to accommodate the accessible improvements; interior path of travel alterations, including removal of architectural barriers that limit access inside the facility, widening of doorways and reconfiguration of furniture; reconfiguration and reconstruction of a multi-purpose patio area to address settling issues; replacement of HVAC and electrical systems; installation of a fire suppression system, which includes replacing the entire ceiling system; installation of security systems; replacement and upgrades of doors and windows, including the addition of an emergency egress door on the westside of the building (Fairview Avenue); interior improvements such as paint, carpet, furniture, and new lighting; exterior improvements including fascia repairs, exterior painting; installation of exterior furniture, book drops, lighting, and drainage improvements. These activities constitute repair, maintenance, and minor alterations of the existing public structure that would not expand the existing use of the Goleta Valley Library but instead would continue to allow the Goleta Valley Library to serve the same overall purpose and would have negligible or no expansion of the existing use. Thus, no further environmental review is required.

In addition, none of the exceptions set forth in State CEQA Guidelines Section 15300.2 apply. There is no possibility of a significant cumulative impact as there are no projects of the same type that will take place at the Project site or the

surrounding area. The Project area does not present any unusual circumstances that might result in significant impacts because the Project is located within an existing public facility, which constitutes a disturbed location with limited environmental resources and conditions typical of this type of developed area, construction activities would be typical of those associated with accessibility, safety, and capital maintenance improvements and the Project would not result in substantial changes to the facility's baseline operations and maintenance. The Project would not damage any scenic resources, including trees, historic buildings, rock outcroppings or similar resources, within a highway officially designated as a state scenic highway. The nearest officially designated state scenic highway is Highway 154, and Project construction activities would not be visible from Highway 154 due to the distance from the Project site and intervening buildings and vegetation. The Project is not located on a hazardous waste site or any other site included on a list compiled pursuant to Government Code Section 65962.5 and the Project will not cause a substantial adverse change in the significance of a historic resource because there are no historic resources near the proposed Project such that Project impacts would not have any substantial adverse changes in the significance of a historic resource.

The City Council hereby directs staff to prepare, execute, and file a Notice of Exemption with the County Clerk and the State Clearinghouse within five (5) working days of the Project's approval and adoption of this Resolution.

SECTION 3. Action. The City Council hereby approves the Class 1 categorical exemption and directs staff to file the Resolution.

SECTION 4. Reliance on Record. Each and every one of the recommendations in this Resolution is based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the Project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 5. The documents and materials associated with this Resolution that constitute the record of proceedings on which these findings are based are located at City Hall, 130 Cremona Drive Goleta, CA 93117. The Planning and Environmental Services Director is the custodian of the record of proceedings.

SECTION 6. Summaries of Information. All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 7. This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 8. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this ____ day of _____ 2026.

PAULA PEROTTE
MAYOR

ATTEST:

APPROVED AS TO FORM:

DEBORAH S. LOPEZ
CITY CLERK

ISAAC ROSEN
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SANTA BARBARA) ss.
CITY OF GOLETA)

I, DEBORAH S. LOPEZ, City Clerk of the City of Goleta, California, DO
HEREBY CERTIFY that the foregoing Resolution No. 26-__ was duly
adopted by the City Council of the City of Goleta at a regular meeting held
on the ____ day of _____, 2026 by the following roll-call vote of the
Council:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

(SEAL)

DEBORAH S. LOPEZ
CITY CLERK

ATTACHMENT 4

Staff Presentation

Award of Construction Contract for the Goleta Valley Library ADA, Safety, and Building Improvement Project



City Council – January 20, 2026



Background

- August 19, 2025: City Council authorized bid advertisement for the Library ADA, Safety, and Building Improvement Project:
 - Restroom Renovations
 - Safety & Security
 - Upgraded HVAC & Electrical Systems
 - Modernizing of Ceiling Design and LED Lighting Upgrades
 - Door and Window Replacements and Upgrades
 - Fascia Repair and Exterior Paint

Bid Process and Results

- Bid Window: October 14 – November 18, 2025
 - Posted on City's website and published in SB Independent
 - 1 addendum issued
- 12 Bids Received
- EJS Construction, Inc. is the lowest responsive and responsible bidder

Bid Process and Results – Cont'd

- Lowest Base Bid: \$5,180,000
- Three Bid Alternates
 - Carpet Replacement (\$68,000)
 - Entryway Tile Replacement (\$60,156)
 - Electrical and Data for furniture and fixtures (\$86,000)
 - Cost of Alternates not allowed by Building Forward Grant but complementary to Project scope
- \$5,180,000 (Base) + \$214,156 (Alternates): \$5,394,156

Appropriation Request



- Adopted Fiscal Year 2025-26 includes \$457,300 in Library Project based as part of the “Big Six” capital projects to be funded
- Staff recommends appropriating this funding to the Library Project
- No additional appropriations are requested beyond the previously identified \$457,300 need

Recommendation

- A. Approve the Conformed Plans and Specifications, incorporating addenda and bidding clarifications from the bidding process, for the Goleta Valley Library ADA, Safety, and Building Improvement Project; and
- B. Award and Authorize the City Manager to execute a Construction Contract with EJS Construction, Inc. for the Goleta Valley Library ADA, Safety, and Building Improvement Project, in the not-to-exceed amount of \$5,394,156, subject to the requirements of the contract documents; and
- C. Authorize the General Services Director to approve contract change orders for the Goleta Valley Library ADA, Safety, and Building Improvement Project in an amount not to exceed \$809,123; and

Recommendation

- D. Authorize a budget transfer of \$457,300 as described in the Fiscal Impacts Section; and
- E. Authorize the City Manager, or designee, to apply for and enter into any necessary utility and service agreements associated with the Goleta Valley Library ADA, Safety, and Building Improvement Project at any amount that is supported by the project budget; and
- F. Adopt Resolution No. 26-___, entitled, "A Resolution of the City Council of the City of Goleta, California, finding the Goleta Valley Library Americans with Disabilities Act (ADA), Safety, and Building Improvement Project (CIP No. 9130) Categorically Exempt from the California Environmental Quality Act (CEQA) Pursuant to State CEQA Guidelines Section 15301."

Questions?