



Agenda Item B.3
DISCUSSION/ACTION ITEM
Meeting Date: September 21, 2021

TO: Mayor and Councilmembers

FROM: Charles W. Ebeling, Public Works Director

CONTACT: Debbie Talarico, Project Manager

SUBJECT: Award Construction Contract for the 2020-2021 Pavement Rehabilitation Project

RECOMMENDATIONS:

- A. Authorize an additional appropriation of \$3,900,000 from the General Fund unassigned fund balance to the Pavement Rehabilitation Maintenance account 101-50-5800-51073;
- B. Authorize the City Manager to execute a construction contract with Toro Enterprises, Inc. for the 2020-2021 Pavement Rehabilitation Project in the not-to-exceed amount of \$5,807,003.10, subject to the requirements of the contract documents;
- C. Authorize the City Manager to approve contract change orders for the 2020-2021 Pavement Rehabilitation Project, if necessary, in an amount not-to-exceed \$1,161,400.62; and
- D. Award and authorize the City Manager to execute a Professional Design Services Agreement with Cannon Corporation in an amount not-to-exceed \$700,000 for Construction Management and Inspection services with a termination date of December 31, 2022.

BACKGROUND:

The City of Goleta owns approximately 85 centerline miles of roadways, which consist of paved surfaces primarily for vehicular traffic including cars, bicycles, buses and trucks. Pedestrians also use portions of the paved surfaces at intersections and when traveling along roadways without sidewalks. Roadways also consist of medians, curb, gutter and sidewalk, landscaped areas and traffic control devices such as traffic signs and signals. The City of Goleta's paved roadway surface, typically asphalt concrete, has a replacement value of \$221 million, making just the pavement itself the most valuable asset the City owns. To maintain this asset, the City uses a Pavement Management Program (PMP). The PMP consists of tracking the condition of the pavement and, based on the condition, developing periodic pavement maintenance activities and projects.

Pavement maintenance ranges from pothole repair and crack sealing to slurry seals, overlays and reconstructions.

The PMP is also a critical planning tool to assist staff in establishing a list of priority roadways to be included in the City’s annual pavement rehabilitation projects. In addition to the PMP recommendations, the paving priority list is developed based on public input and staff’s experience and understanding of the roadway network. In November 2020, Public Works staff presented a PMP update and a proposed paving priority list to City Council. At that meeting City Council approved the paving priority list and directed staff to proceed with design for the combined 2020-2021 Pavement Rehabilitation Project based on the paving priority list.

DISCUSSION:

The City constructs an Annual Pavement Rehabilitation Project as part of the PMP and to effectively maintain the City’s entire roadway network. Last year the City decided to delay the 2020 paving project and combine it with the 2021 paving project. This allowed time to complete a PMP update with a shortage in staffing and the uncertainty of the COVID-19 pandemic. On November 5, 2020, City Council approved a 2-year paving priority list of roadways to be designed and included in the 2020-2021 Pavement Rehabilitation Project.

Public Works, in collaboration with the paving design consultant Pavement Engineering, Inc. (PEI), completed design for the project and on June 15, 2021, City Council approved the project plans and specifications and authorized staff to advertise the project for construction bids. The plans and specifications included priority roadway segments for the base bid and also additional roadway segments included as bid additive alternates that could be added pending bid amounts received and available budget. The roadway segments for the base bid and bid alternates are shown in the Project Location Map (Attachment 1) and also shown in Table 1 below:

Table 1

Alternate	Location
Base Bid	Cathedral Oaks Rd (Calle Real to Winchester Canyon)*, Cathedral Oaks Rd (Alameda to Glen Annie), Glen Annie Rd (Cathedral Oaks to Calle Real, Kellogg Ave (Hollister to Kellogg), and Hollister Ave (South Kellogg to Kinman)
Alternate A	Calle Real (Sonoma to Glen Annie)
Alternate B	Coloma Drive (Carlo to Vega)
Alternate C	Evergreen Drive (Brandon to Cathedral Oaks)
Alternate D	Forest Drive (Evergreen South to Evergreen North)
Alternate E	Hillview Drive (Evergreen South to Evergreen North)
Alternate F	Cathedral Oaks Road (Glen Annie to Bridge Deck)

* Full roadway reconstruction needed. Interim roadway repair proposed at this time until Cathedral Oaks Road Cribwall Repair is completed.

Bidding

The Public Works Department solicited competitive bids for the 2020-2021 Pavement Rehabilitation Project in the Santa Barbara Independent on July 1, 2021 and July 15, 2021. Public Works staff also posted the Contract Documents on the City's website and the City's PlanetBids portal. No addendums were issued for this project. The bids were opened virtually via PlanetBids on July 29, 2021. The City received a total of three (3) bids. A summary of the bids and the Engineer's Estimate are shown in Table 2 below.

Table 2

<u>Contractor</u>	<u>City</u>	<u>Base Bid Amount</u>	<u>Total Bid Amount</u>
Toro Enterprises, Inc.	Oxnard, CA	\$ 2,429,262.52	\$ 5,807,003.10
Granite Construction, Inc.	Santa Barbara, CA	\$ 2,787,999.00	\$ 6,809,622.00
CalPortland Construction	Santa Maria, CA	\$ 2,860,508.90	\$ 6,957,806.90
<i>Engineer's Estimate</i>		\$ 3,000,000.00	\$ 7,500,000.00

The apparent low bidder based on the base bid is Toro Enterprises, Inc. The project was bid including bid alternate roadway segments. The base bid roadway segments must be awarded; however, the bid alternate roadway segments may be added to the construction contract in any order. The summary of the base bid and bid alternates are identified in Table 3 below:

Table 3

<u>Bid Summary for Toro Enterprises, Inc.</u>	<u>Engineer's Estimate</u>	
Base Bid	\$ 2,429,262.52	\$ 3,000,000
Bid Alternate A	\$ 755,626.63	\$ 900,000
Bid Alternate B	\$ 148,486.20	\$ 150,000
Bid Alternate C	\$ 536,759.80	\$ 650,000
Bid Alternate D	\$ 221,173.00	\$ 250,000
Bid Alternate E	\$ 217,791.00	\$ 200,000
Bid Alternate F	\$ 1,497,903.95	\$ 2,350,000
<i>TOTAL</i>	\$ 5,807,003.10	\$ 7,500,000

The bids submitted for the base bid and bid alternates were very advantageous and the low bid costs were considerably lower than the engineer's estimate. Public Works staff were very pleased with the bids received versus the engineer's estimate on this project. We noticed a similar trend over the past year for several recently bid City projects. This is very encouraging because a trend in low, consistent bids and good engineer's estimates are usually a positive reflection on the City and the Department. Public Works staff have made a dedicated effort to effectively manage the numerous City projects that have been in construction over the past year. This is further confirmed by the fact that Toro Enterprise, Inc., the apparent low bidder on this project, was also the contractor for the City's recently completed Old Town Sidewalk Improvement Project. Public Works also

established and maintains a file of prior recent bids and unit bid prices that help refine engineer's estimates for upcoming capital projects.

It should also be noted that as discussed during the Pavement Management Program presentation to City Council in November 2020, Public Works staff identified that the City would need to budget approximately \$5.8 million per year in order to meet the pavement condition goals established by City Council. This would require an additional annual budget allocation of about \$3.3 million per year above the current pavement budget of approximately \$2.5 million. Awarding the base bid and bid alternates would be very beneficial in helping to meet the pavement maintenance needs of the Citywide roadway network.

Given the good bids received and the City's pavement maintenance needs, Public Works is recommending City Council award the base bid and bid alternates to Toro Enterprises, Inc. Public Works staff have reviewed the bid and all associated forms, investigated the contractor, and have determined Toro Enterprises, Inc. to be responsive to the bid solicitation. The Public Works Department does not have reservations about the contractor's ability to perform the advertised work. Therefore, Public Works recommends that City Council find the bid from Toro Enterprises, Inc. to be the lowest responsive bid and award a construction contract for the 2020-2021 Pavement Rehabilitation Project base bid and bid alternates to Toro Enterprises, Inc. in a not-to-exceed amount of \$5,807,003.10 (Attachment 2). Public Works is also requesting that the City Manager be given authority to approve contract change orders up to \$1,161,400.62 above the bid price.

Construction Management

Public Works staff selected Cannon Corporation to provide construction management services for the project. Cannon Corporation was selected from the City's pre-authorized qualified consultant list that was established through a Request for Qualifications (RFQ) process and approved by City Council on December 3, 2019. Staff have negotiated a scope of work for the proposed project construction management services and Cannon Corporation is qualified to perform the work. Therefore, Public Works staff are recommending City Council award and authorize the City Manager to execute a professional services agreement with Cannon Corporation in a not-to-exceed amount of \$700,000 (Attachment 3).

FISCAL IMPACTS:

The total construction cost for the 2020-2021 Pavement Rehabilitation Project is approximately \$7,725,000, based on a base bid and bid alternates amount of \$5,807,003.10, plus 20% contract change order (CCO) authority, construction management, and project management services during construction as shown in Table 4.

Project Cost Estimates

Table 4

Project Components	Estimated Costs	Funding Source	Funding Amounts
Staff	\$ 150,000	General Fund (101)	\$ 525,000
Project Management	\$ 235,000	Gas Tax (201)	\$ 2,245,000
Design (Consultant)	\$ 525,000	RMRA (203)	\$ 1,100,000
Cathedral Oaks Dip Repair	\$ 60,000	Measure A (205)	\$ 690,000
<i>Construction</i>	<i>\$ 5,810,000</i>	LSTP (306)	\$ 235,000
<i>Construction Contingency/CCO</i>	<i>\$ 1,160,000</i>	General Fund – Additional Appropriation	\$ 3,900,000
<i>CM (Consultant)</i>	<i>\$ 700,000</i>		
<i>Project Management (Construction)</i>	<i>\$ 55,000</i>		
Total:	\$ 8,695,000	Total:	\$ 8,695,000

Project Funding

The budget for this 2020-2021 Pavement Rehabilitation Project is from FY 2020-2021. The FY 2020-2021 budget for construction funds for this project is approximately \$3,825,000 available in Gas Tax, SB1 Road Maintenance and Rehabilitation Account (RMRA), Local Surface Transportation Program (LSTP), and Measure A funding.

Based on the bids received the City would only be able to award the base bid roadway segments. Additional funding would be necessary to award any of the bid alternates roadway segments. Public Works is requesting additional funding appropriation in the amount of \$3,900,000 from the General Fund unassigned fund balance to construct the base bid roadway segments and all bid alternates “A through F” roadway segments.

Table 5 below summarizes the FY 20/21 project budget amounts, encumbrances and activity, funding source accounts, and available budget for the 2020-2021 Pavement Rehabilitation Project:

Table 5

Project: 2020-2021 Pavement Rehabilitation Project				
Account	Fund Type	FY 2020-21 Budget	Encumbrances/ Activity	Total Remaining
101-50-5800-51073	General Fund	\$ 368,956	\$ 368,951	\$ 0
201-50-5800-51073	Gas Tax	\$ 2,245,619	\$ 269,129	\$ 1,976,490
203-50-5800-51073	RMRA	\$ 1,098,000	\$ 0	\$ 1,098,000
205-50-5800-51073	Measure A	\$ 688,693	\$ 171,993	\$ 516,700
306-50-5800-51062	LSTP	\$ 234,770	\$ 0	\$ 234,770
	Total	\$ 4,636,037	\$ 810,073	\$ 3,825,960
Requested Additional Appropriation				
101-50-5800-51073	General Fund	\$ 3,900,000	\$ 0	\$ 3,900,000
	Total with Appropriation	\$ 8,536,033	\$ 810,073	\$ 7,725,960

Staff recommends an additional appropriation of \$3,900,000 from General Fund unassigned fund balance in order to award the base bid and all bid alternates “A through F” for the 2020-2021 Pavement Rehabilitation Project. Approximately \$15.6 million is available in the General Fund unassigned fund balance for one-time use. Appropriating \$3.9 million will leave a balance of approximately \$11.7 million for other one-time uses.


Table 5 above identifies the budget for the subject 2020-2021 Pavement Rehabilitation Project. It should be noted that there is additional funding in the pavement maintenance accounts for the current FY 21/22, as reflected in the table below; however, the FY 21/22 budget is for next year’s 2022 Pavement Rehabilitation Project. Staff has initiated the Conceptual Design phase for that project and are anticipating bidding the 2022 Pavement Rehabilitation Project in Spring of next year (2022).

Project: 2022 Pavement Rehabilitation Project (For reference only)				
Account	Fund Type	FY 2021-22 Adopted Budget	Encumbrances	Total Remaining
101-50-5800-51073	General Fund	\$ 730,000	\$ 0	\$ 730,000
201-50-5800-51073	Gas Tax	\$ 745,600	\$ 0	\$ 745,600
203-50-5800-51073	RMRA	\$ 619,000	\$ 0	\$ 619,000
205-50-5800-51073	Measure A	\$ 300,000	\$ 0	\$ 300,000
306-50-5800-51062	LSTP	\$ 249,222	\$ 0	\$ 249,222
	Total	\$ 2,643,822	\$ 0	\$ 2,643,822

ALTERNATIVES:

The City Council may elect to reject all bids and direct staff to re-bid the project. Doing so would delay the construction of the project and may result in higher bid costs. City Council may also elect to award the base bid and any or none of the bid alternates.

Reviewed By:



Kristine Schmidt
Assistant City Manager

Legal Review By:



Michael Jenkins
City Attorney

Approved By:



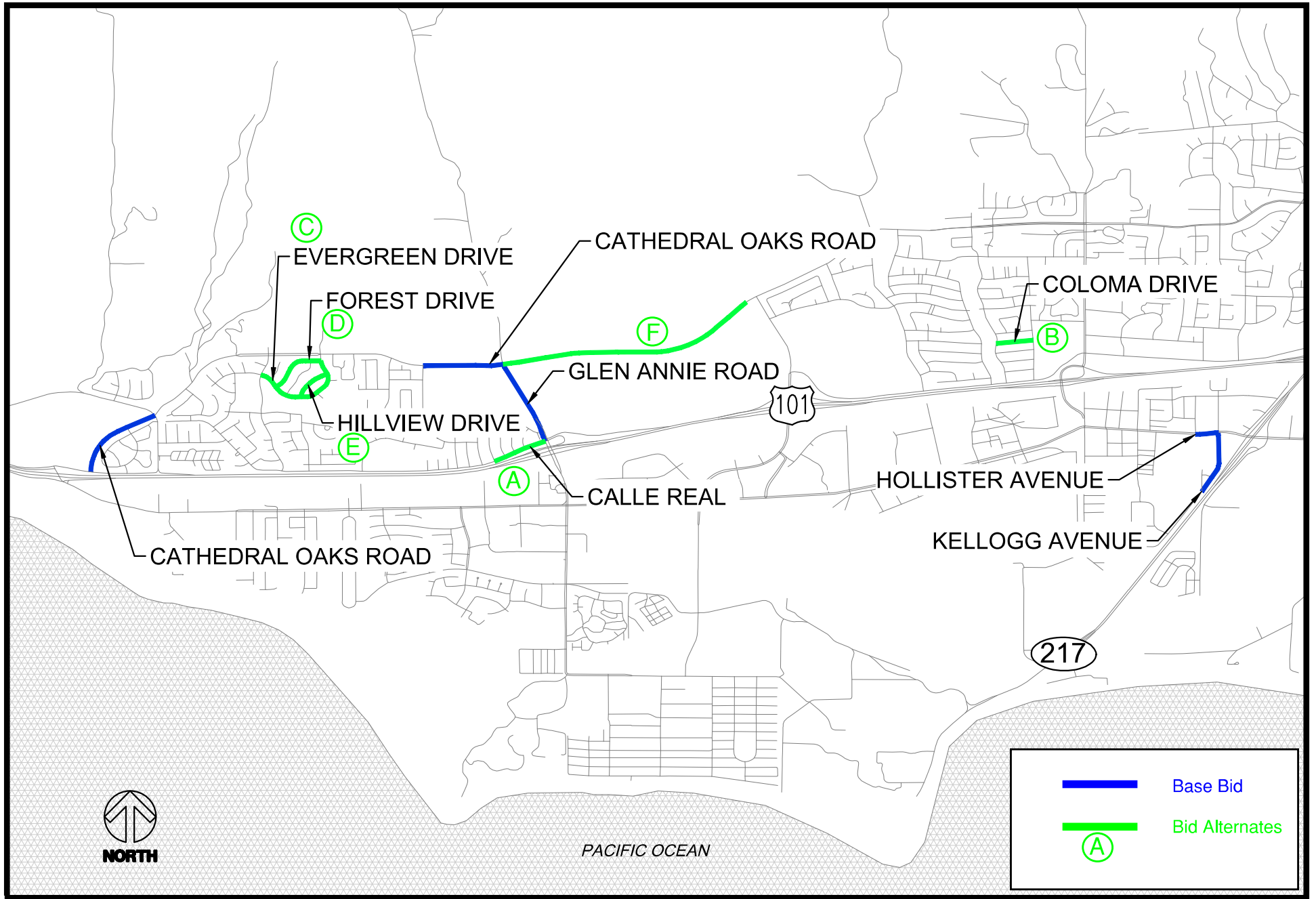
Michelle Greene
City Manager

ATTACHMENTS:

1. 2020-2021 Pavement Rehabilitation Project Location Map
2. Construction Contract with Toro Enterprises, Inc.
3. Agreement for Professional Construction Management and Inspection Services between the City of Goleta and Cannon Corporation.
4. 2020-2021 Pavement Rehabilitation Project PowerPoint Presentation

ATTACHMENT 1

2020-2021 Pavement Rehabilitation Project Location Map



**2020-2021 PAVEMENT REHABILITATION PROJECT
BASE BID AND BID ALTERNATES**

ATTACHMENT 2

Construction Contract with Toro Enterprises, Inc.

**PUBLIC WORKS CONTRACT
BETWEEN THE CITY OF GOLETA
AND
TORO ENTERPRISE, 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 **TORO ENTERPRISE, INC.** (hereinafter referred to as "CONTRACTOR").

SECTION A. RECITALS

1. Pursuant to the Notice Inviting Sealed Bids for the 2020-2021 Pavement Rehabilitation Project, bids were received, publicly opened, and declared on the date specified in the notice.
2. On September 21, 2021, 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 2020-2021 Pavement Rehabilitation Project 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 2020-2021 Pavement Rehabilitation Project that is located in the City of Goleta. The work shall be performed in accordance with the Plans and Specifications (and as generally identified and described in the "Notice Inviting Sealed Bids," attached as Exhibit A) and in accordance with bid prices set forth in CONTRACTOR'S Bid Proposal for the Base Bid and all Bid Alternates "A through F" (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 for the Base Bid and all Bid Alternates "A through F" 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 \$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 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 Indemnitee. 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 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: City Manager

CONTRACTOR

TORO ENTERPRISE, INC.
2101 East Ventura Blvd.
Oxnard, CA 93036
Attn: Ben Ramirez

- 21. DISPUTES:** Disputes arising from this contract will be determined in accordance with the contract documents.
- 22. NON-DISCRIMINATION:** No discrimination shall be made in the employment of persons in the work contemplated by this CONTRACT because of race, religion, color, medical condition, sex, sexual orientation, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition. A violation of this section exposes CONTRACTOR to the penalties provided for in Labor Code Section 1735.
- 23. 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.
- 24. TIME IS OF ESSENCE:** Time is of the essence for each and every provision of the Contract Documents.
- 25. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES:** The Parties agree that this 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.
- 26. 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 twenty-first day of September, at Goleta, California, and effective as of September 21, 2021.

CITY OF GOLETA:

Michelle Greene, City Manager

ATTEST:

Deborah Lopez, City Clerk

APPROVED AS TO FORM:
MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:

A1BF8F896161498...

Winnie Cai, Assistant City Attorney

CONTRACTOR:

Sean Castillo, President

Name Title

State of California License No.

710580

Department of Industrial Relations Registration
No.

1000002410

Business Phone No.

(805) 483-4515

CONTRACTOR'S Emergency Phone No. at
which contractor can be reached at any time

Public Works Contract
TORO ENTERPRISE, INC.
Page 11 of 11

Sean Castillo, President

805-432-2628

EXHIBIT A
NOTICE INVITING SEALED BIDS

NOTICE INVITING SEALED BIDS

NOTICE INVITING SEALED BIDS FOR THE 2020–2021 PAVEMENT REHABILITATION 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 until **3:00 P.M., July 29, 2021**, via electronic transmission on the City of Goleta PlanetBids portal site which can be accessed at the CITY website link below, 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 from the CITY website at <http://www.cityofgoleta.org/i-want-to/view/city-bid-opportunities>.

The work includes all labor, material, supervision, plant and equipment necessary to construct and deliver a finished 2020–2021 Pavement Rehabilitation Project. Work includes placement of asphalt concrete (AC) pavement materials such as ARHM pavement overlay, and AC mill and fill; pulverizing, treating, removal and disposal of AC roadway section; replacement and compaction of subsurface material; setup and maintenance of traffic control systems; construction of concrete curb ramps & gutters, placement of crushed aggregate base and AC pavement; replacement of traffic striping and markings; and clean-up of project area; and other related work as necessary to provide a complete project. The contract period is Eighty (80) Working Days for the Base Bid; Cathedral Oaks Road (Calle Real to Winchester Canyon), Cathedral Oaks Road (Alameda to Glen Annie), Glen Annie Road (Cathedral Oaks to Calle Real, Kellogg Avenue (Hollister to Kellogg), Hollister Avenue (South Kellogg to Kinman), and Hollister Avenue Pavement Repair (See Appendix E), and additional days for Bid Alternates as follows:

Alternate	Location	# of Working Days
Alternate A	Calle Real (Sonoma to Glen Annie)	Twenty (20)
Alternate B	Coloma Drive (Carlo to Vega)	Ten (10)
Alternate C	Evergreen Drive (Brandon to Cathedral Oaks)	Twenty (20)
Alternate D	Forest Drive (Evergreen South to Evergreen North)	Ten (10)
Alternate E	Hillview Drive (Evergreen South to Evergreen North)	Ten (10)
Alternate F	Cathedral Oaks Road (Glen Annie to Bridge Deck)	Thirty (30)

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 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 2020-2021 PAVEMENT REHABILITATION PROJECT."

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. 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.

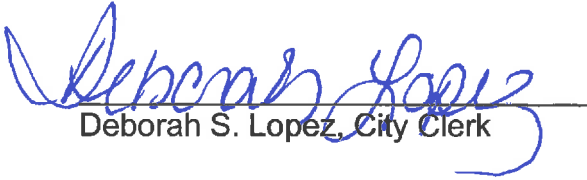
Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the DIR. No Bid will be accepted nor any contract entered into without proof of the contractor's 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 (www.cityofgoleta.org).

For information relating to the details of this Project and bidding requirements contact Debbie Talarico in writing at dtalarico@cityofgoleta.org.

CITY OF GOLETA



Deborah S. Lopez, City Clerk

Published:

Santa Barbara Independent: July 1, 2021, and July 15, 2021

**EXHIBIT B
BID PROPOSAL**

SECTION C PROPOSAL

BID PROPOSAL FOR 2020–2021 PAVEMENT REHABILITATION 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 **2020–2021 Pavement Rehabilitation 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 considered null and void.

**BID PROPOSAL
FOR
2020-2021 PAVEMENT REHABILITATION PROJECT**

Bids will be received before **3:00 P.M., Thursday, July 29, 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 dtalarico@cityofgoleta.org.

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

Contract Time: 80 Working Days for the Base Bid (Cathedral Oaks Road from Calle Real to Winchester Canyon Road, Cathedral Oaks Road from Alameda to Glen Annie, Glen Annie Road, Hollister Avenue, Kellogg Avenue, and Hollister Avenue Repairs), and additional days for Bid Alternates as follows:

Alternate	Location	# of Working Days
Alternate A	Calle Real (Sonoma to Glen Annie)	Twenty (20)
Alternate B	Coloma Drive (Carlo to Vega)	Ten (10)
Alternate C	Evergreen Drive (Brandon to Cathedral Oaks)	Twenty (20)
Alternate D	Forest Drive (Evergreen South to Evergreen North)	Ten (10)
Alternate E	Hillview Drive (Evergreen South to Evergreen North)	Ten (10)
Alternate F	Cathedral Oaks Road (Glen Annie to Bridge Deck)	Thirty (30)

Time is of the essence in the performance of this contract.

BIDDER SHALL COMPLETE:

Bidder's Name TORO ENTERPRISES, INC.

Street Address 2101 E VENTURA BLVD

City OXNARD State CA Zip Code 93036

Telephone Number 805-483-4515 Fax Number 805-483-2001

E-mail ESTIMATING@TOROENTERPRISES.COM

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

SEAN CASTILLO, PRESIDENT

07/26/21
DATE

77-0396663

Tax I.D. Number

Bid Results

Bidder Details

Vendor Name TORO ENTERPRISES, INC.
Address 2101 EAST VENTURA BLVD
 OXNARD, California 93036
 United States
Respondee BEN RAMIREZ
Respondee Title ESTIMATING ASSISTANT
Phone 805-483-4515
Email BRAMIREZ@TOROENTERPRISES.COM
Vendor Type
License # 710580
 CADIR

Bid Detail

Bid Format Electronic
Submitted 07/29/2021 2:43 PM (PDT)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 262094

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
equipment and material manufacturers.pdf	equipment and material manufacturers.pdf	C-16 Proposed Equipment and Material Manufacturers
TORO DECLARATION ELIGIBILITY NOTARIZED.pdf	TORO DECLARATION ELIGIBILITY NOTARIZED.pdf	C-25 Declaration of Eligibility to Contract
TORO ATTACH A EQUAL SUB FORM - NA.pdf	TORO ATTACH A EQUAL SUB FORM - NA.pdf	B-11 Attachment A - Bidding Instructions or Equal Substitution Form
TORO REFERENCES.pdf	TORO REFERENCES.pdf	C-18 Bidder's References
designation of subs.pdf	designation of subs.pdf	C-17 Designation of Subcontractors
TORO STATEMENT ACKNOWLEDGE PENAL CODE.pdf	TORO STATEMENT ACKNOWLEDGE PENAL CODE.pdf	C-24 Statement Acknowledging Penal and Civil Penalties Concerning The Contractor's Licensing Laws
TORO BID BOND - GOLETA.pdf	TORO BID BOND - GOLETA.pdf	C-22 Bid Bond
TORO NON COLLUSION.pdf	TORO NON COLLUSION.pdf	C-26 Non-Collusion Declaration
TORO STATEMENT PAST DISQUAL.pdf	TORO STATEMENT PAST DISQUAL.pdf	C-21 Bidder's Statement of Past Contract Disqualifications and Defaults
TORO PROPOSAL GEN INFO.pdf	TORO PROPOSAL GEN INFO.pdf	C-2 General Information Bid Proposal
TORO ELIGIBILITY TO CONTRACT.pdf	TORO ELIGIBILITY TO CONTRACT.pdf	C-19 Eligibility Contract & Bidder's Information

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
							Base Bid		
							\$2,429,262.52		
1	1		Monument Perpetuation	EA	5	\$600.00	\$3,000.00	Yes	
2	2		Mobilization	LS	1	\$175,000.00	\$175,000.00	Yes	
3	3		Traffic Control	LS	1	\$135,000.00	\$135,000.00	Yes	
4	4		Water Pollution Control Plan	LS	1	\$25,500.00	\$25,500.00	Yes	
5	5		Pulverize 15" Existing Section	SF	153159	\$0.20	\$30,631.80	Yes	
6	6		Trim, Remove, and Dispose 5-1/2" Pulverized Material, Regrade	SF	99972	\$0.50	\$49,986.00	Yes	
7	7		Trim, Remove, and Dispose 5" Pulverized Material, Regrade	SF	53187	\$0.68	\$36,167.16	Yes	
8	8		Lime/Cement Treat 10" Subgrade, Trim to Top of Subgrade	SF	153159	\$0.58	\$88,832.22	Yes	
9	9		Lime / Cement	TN	383	\$194.00	\$74,302.00	Yes	
10	10		Cold Plane AC (1-1/2" Taper to 1-3/4" Over Pavement Transition)	SF	64817	\$0.20	\$12,963.40	Yes	
11	11		Cold Plane AC (2-1/4" thick)	SF	90596	\$0.32	\$28,990.72	Yes	
12	12		Cold Plane AC (7-1/2" thick)	SF	38041	\$1.12	\$42,605.92	Yes	
13	13		Remove and Replace AC (6" thick)	SF	8981	\$7.00	\$62,867.00	Yes	
14	14		6" Deep Lift Stabilization (Allowance)	SF	18843	\$6.60	\$124,363.80	Yes	
15	15		Asphalt Concrete (C2 PG 64-10)	TN	5187	\$108.00	\$560,196.00	Yes	
16	16		Asphalt Concrete (D2 PG 64-10)	TN	274	\$144.00	\$39,456.00	Yes	
17	17		ARHM (GG-D PG 64-16)	TN	4056	\$135.00	\$547,560.00	Yes	
18	18		Install Shoulder Backing	LF	392	\$15.00	\$5,880.00	Yes	
19	19		Construct Caltrans Type B Ramp	EA	6	\$4,750.00	\$28,500.00	Yes	
20	20		Construct Caltrans Type C Ramp	EA	15	\$5,150.00	\$77,250.00	Yes	
21	21		Construct Caltrans Type F Ramp	EA	2	\$3,235.00	\$6,470.00	Yes	
22	22		Construct Median Island Type "C" Passageway	EA	1	\$8,000.00	\$8,000.00	Yes	
23	23		Remove and Replace 4" PCC Sidewalk	SF	2023	\$16.00	\$32,368.00	Yes	
24	24		Remove and Replace Curb & Gutter	LF	614	\$98.00	\$60,172.00	Yes	
25	25		Remove and Replace Retaining Curb	LF	293	\$30.00	\$8,790.00	Yes	
26	26		Remove and Replace C&G Spandrel	SF	984	\$27.00	\$26,568.00	Yes	
27	27		Adjust Manhole Covers	EA	15	\$1,025.00	\$15,375.00	Yes	
28	28		Adjust Water Valve Covers	EA	17	\$600.00	\$10,200.00	Yes	
29	29		Adjust Loop Detector Covers	EA	7	\$1,040.00	\$7,280.00	Yes	
30	30		Install Blue RPM @ Hydrant	EA	6	\$8.00	\$48.00	Yes	
31	31		12" White Crosswalk (Thermo)	LF	615	\$3.80	\$2,337.00	Yes	
32	32		White/Yellow Continental Crosswalk (Thermo)	SF	1040	\$3.80	\$3,952.00	Yes	
33	33		Solid Green (Paint)	SF	1700	\$7.75	\$13,175.00	Yes	
34	34		Dash Green (Paint)	SF	3619	\$7.75	\$28,047.25	Yes	
35	35		Striping Detail #9 (Paint & Markers)	LF	870	\$0.72	\$626.40	Yes	
36	36		Striping Detail #22 (Paint & Markers)	LF	6885	\$1.29	\$8,881.65	Yes	
37	37		Striping Detail #25 (Paint & Markers)	LF	930	\$0.87	\$809.10	Yes	
38	38		Striping Detail #29 (Paint & Markers)	LF	2250	\$1.82	\$4,095.00	Yes	
39	39		Striping Detail #32 (Paint & Markers)	LF	650	\$1.59	\$1,033.50	Yes	
40	40		Striping Detail #38 (Paint & Markers)	LF	1410	\$1.02	\$1,438.20	Yes	
41	41		Striping Detail #38A (Paint)	LF	120	\$0.96	\$115.20	Yes	
42	42		Striping Detail #39 (Paint)	LF	13805	\$0.79	\$10,905.95	Yes	
43	43		Striping Detail #39A (Paint)	LF	2000	\$0.66	\$1,320.00	Yes	
44	44		6" Chevrons (Paint)	SF	3170	\$2.10	\$6,657.00	Yes	
45	45		Arrow Type IV (L/R) (Paint)	EA	21	\$55.00	\$1,155.00	Yes	
46	46		Arrow Type VI (Merge) (Paint)	EA	2	\$120.00	\$240.00	Yes	
47	47		Arrow Type VII (TH, L/R) (Paint)	EA	2	\$110.00	\$220.00	Yes	
48	48		"40" Legend (Paint)	EA	3	\$120.00	\$360.00	Yes	
49	49		Bike Lane Symbol (Paint)	EA	19	\$115.00	\$2,185.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
50	50		Bike Box (Paint)	SF	635	\$7.75	\$4,921.25	Yes	
51	51		Sharrow (Paint)	EA	4	\$120.00	\$480.00	Yes	
52	52		Bike w/o Person (Paint)	EA	2	\$130.00	\$260.00	Yes	
53	53		"AHEAD" Legend (Paint)	EA	5	\$125.00	\$625.00	Yes	
54	54		"SCHOOL" Legend (Paint)	EA	2	\$130.00	\$260.00	Yes	
55	55		"SIGNAL" Legend (Paint)	EA	2	\$130.00	\$260.00	Yes	
56	56		"SLOW" Legend (Paint)	EA	1	\$135.00	\$135.00	Yes	
57	57		"STOP" Legend (Paint)	EA	8	\$120.00	\$960.00	Yes	
58	58		"XING" Legend (Paint)	EA	1	\$120.00	\$120.00	Yes	
59	59		SW24-3 Signs	EA	1	\$400.00	\$400.00	Yes	
60	60		SR4-1 Signs	EA	1	\$450.00	\$450.00	Yes	
61	61		S5-3 Signs	EA	1	\$375.00	\$375.00	Yes	
62	62		Install Temporary and Permanent Traffic Loop	EA	4	\$2,035.00	\$8,140.00	Yes	
Bid Alternate "A" Calle Real (Sonoma Ave to Glen Annie Rd)							\$755,626.63		
63	A1		Monument Perpetuation	EA	2	\$600.00	\$1,200.00	Yes	
64	A2		Mobilization	LS	1	\$21,200.00	\$21,200.00	Yes	
65	A3		Traffic Control	LS	1	\$43,000.00	\$43,000.00	Yes	
66	A4		Water Pollution Control Plan	LS	1	\$12,700.00	\$12,700.00	Yes	
67	A5		Pulverize 18" Existing Section	SF	59916	\$0.20	\$11,983.20	Yes	
68	A6		Trim, Remove, and Dispose 8" Pulverized Material, Regrade	SF	60397	\$0.95	\$57,377.15	Yes	
69	A7		Lime/Cement Treat 15" Subgrade, Trim to Top of Subgrade	SF	60397	\$0.69	\$41,673.93	Yes	
70	A8		Lime / Cement	TN	226	\$195.00	\$44,070.00	Yes	
71	A9		6" Deep Lift Stabilization (Allowance)	SF	3595	\$7.75	\$27,861.25	Yes	
72	A10		Asphalt Concrete (C2 PG 64-10)	TN	2248	\$101.00	\$227,048.00	Yes	
73	A11		ARHM (GG-D PG 64-16)	TN	750	\$142.00	\$106,500.00	Yes	
74	A12		Install Shoulder Backing	LF	149	\$20.00	\$2,980.00	Yes	
75	A13		Construct Caltrans Type B Ramp	EA	7	\$4,800.00	\$33,600.00	Yes	
76	A14		Remove and Replace 4" PCC Sidewalk	SF	738	\$17.00	\$12,546.00	Yes	
77	A15		Remove and Replace Curb & Gutter	LF	279	\$100.00	\$27,900.00	Yes	
78	A16		Remove and Replace Retaining Curb	LF	114	\$35.00	\$3,990.00	Yes	
79	A17		Remove and Replace C&G Spandrel	SF	1844	\$27.00	\$49,788.00	Yes	
80	A18		Adjust Manhole Covers	EA	2	\$1,600.00	\$3,200.00	Yes	
81	A19		Adjust Water Valve Covers	EA	10	\$710.00	\$7,100.00	Yes	
82	A20		Adjust Loop Detector Covers	EA	4	\$1,600.00	\$6,400.00	Yes	
83	A21		Install Blue RPM @ Hydrant	EA	2	\$8.00	\$16.00	Yes	
84	A22		12" White Crosswalk (Thermo)	LF	220	\$3.80	\$836.00	Yes	
85	A23		Solid Green (Paint)	SF	200	\$7.75	\$1,550.00	Yes	
86	A24		Dash Green (Paint)	SF	817	\$7.75	\$6,331.75	Yes	
87	A25		Striping Detail #9 (Paint & Markers)	LF	580	\$0.72	\$417.60	Yes	
88	A26		Striping Detail #22 (Paint & Markers)	LF	905	\$1.29	\$1,167.45	Yes	
89	A27		Striping Detail #38 (Paint & Markers)	LF	125	\$1.02	\$127.50	Yes	
90	A28		Striping Detail #39 (Paint)	LF	1400	\$0.79	\$1,106.00	Yes	
91	A29		Striping Detail #39A (Paint)	LF	380	\$0.66	\$250.80	Yes	
92	A30		6" Chevrons (Paint)	SF	160	\$2.10	\$336.00	Yes	
93	A31		Arrow Type IV (L/R) (Paint)	EA	4	\$55.00	\$220.00	Yes	
94	A32		Arrow Type VI (Merge) (Paint)	EA	2	\$120.00	\$240.00	Yes	
95	A33		Arrow Type VII (TH, L/R) (Paint)	EA	2	\$110.00	\$220.00	Yes	
96	A34		Bike Lane Symbol (Paint)	EA	6	\$115.00	\$690.00	Yes	
Bid Alternate "B" Coloma Dr (Carlo Dr to Vega Dr)							\$148,486.20		
97	B1		Mobilization	LS	1	\$11,500.00	\$11,500.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
98	B2		Traffic Control	LS	1	\$18,500.00	\$18,500.00	Yes	
99	B3		Water Pollution Control Plan	LS	1	\$2,600.00	\$2,600.00	Yes	
100	B4		Cold Plane 1-1/2" Taper to 2" Over Pavement Transition	SF	25827	\$0.60	\$15,496.20	Yes	
101	B5		Asphalt Concrete (C2 PG 64-10)	TN	364	\$113.00	\$41,132.00	Yes	
102	B6		ARHM (GG-D PG 64-16)	TN	323	\$136.00	\$43,928.00	Yes	
103	B7		Remove and Replace Curb & Gutter	LF	65	\$105.00	\$6,825.00	Yes	
104	B8		Remove and Replace Through Curb Drain	EA	1	\$3,500.00	\$3,500.00	Yes	
105	B9		Adjust Manhole Covers	EA	2	\$1,510.00	\$3,020.00	Yes	
106	B10		Adjust Gas Valve Covers	EA	1	\$100.00	\$100.00	Yes	
107	B11		Adjust Water Valve Covers	EA	2	\$760.00	\$1,520.00	Yes	
108	B12		12" White Limit Line (Paint)	LF	50	\$2.50	\$125.00	Yes	
109	B13		"STOP" Legend (Paint)	EA	2	\$120.00	\$240.00	Yes	
Bid Alternate "C" Evergreen Dr (Brandon Ave to Cathedral Oaks Rd)							\$536,759.80		
110	C1		Monument Perpetuation	EA	25	\$600.00	\$15,000.00	Yes	
111	C2		Mobilization	LS	1	\$25,500.00	\$25,500.00	Yes	
112	C3		Traffic Control	LS	1	\$35,500.00	\$35,500.00	Yes	
113	C4		Water Pollution Control Plan	LS	1	\$3,500.00	\$3,500.00	Yes	
114	C5		Keycut A1 (6' wide)	LF	5350	\$2.60	\$13,910.00	Yes	
115	C6		Keycut B1 (15' wide)	LF	144	\$13.00	\$1,872.00	Yes	
116	C7		Remove and Replace AC (6" thick)	SF	5591	\$9.00	\$50,319.00	Yes	
117	C8		Asphalt Concrete (D2 PG 64-10)	TN	314	\$127.00	\$39,878.00	Yes	
118	C9		ARHM (GG-D PG 64-16)	TN	1099	\$130.00	\$142,870.00	Yes	
119	C10		Construct Caltrans Type B Ramp	EA	13	\$4,800.00	\$62,400.00	Yes	
120	C11		Construct Caltrans Type C Ramp	EA	1	\$5,500.00	\$5,500.00	Yes	
121	C12		Remove and Replace 4" PCC Sidewalk	SF	1069	\$17.00	\$18,173.00	Yes	
122	C13		Remove and Replace Curb & Gutter	LF	456	\$100.00	\$45,600.00	Yes	
123	C14		Remove and Replace Retaining Curb	LF	207	\$35.00	\$7,245.00	Yes	
124	C15		Remove and Replace C&G Spandrel	SF	1306	\$28.00	\$36,568.00	Yes	
125	C16		Adjust Manhole Covers	EA	9	\$1,300.00	\$11,700.00	Yes	
126	C17		Adjust Water Valve Covers	EA	13	\$685.00	\$8,905.00	Yes	
127	C18		Install Blue RPM @ Hydrant	EA	4	\$8.00	\$32.00	Yes	
128	C19		White/Yellow Continental Crosswalk (Thermo)	SF	2050	\$3.80	\$7,790.00	Yes	
129	C20		Red Curb (Paint)	LF	94	\$1.20	\$112.80	Yes	
130	C21		Sharrow (Paint)	EA	10	\$120.00	\$1,200.00	Yes	
131	C22		"SCHOOL" Legend (Paint)	EA	2	\$130.00	\$260.00	Yes	
132	C23		"SLOW" Legend (Paint)	EA	2	\$130.00	\$260.00	Yes	
133	C24		"STOP" Legend (Paint)	EA	1	\$120.00	\$120.00	Yes	
134	C25		"XING" Legend (Paint)	EA	2	\$120.00	\$240.00	Yes	
135	C26		W16-2P Signs	EA	3	\$255.00	\$765.00	Yes	
136	C27		S1-1 Signs	EA	2	\$350.00	\$700.00	Yes	
137	C28		D11-1 Signs	EA	3	\$280.00	\$840.00	Yes	
Bid Alternate "D" Forest Dr (Evergreen Dr S to Evergreen Dr N)							\$221,173.00		
138	D1		Monument Perpetuation	EA	10	\$600.00	\$6,000.00	Yes	
139	D2		Mobilization	LS	1	\$25,500.00	\$25,500.00	Yes	
140	D3		Traffic Control	LS	1	\$26,500.00	\$26,500.00	Yes	
141	D4		Water Pollution Control Plan	LS	1	\$3,500.00	\$3,500.00	Yes	
142	D5		Keycut A1 (6' wide)	LF	1820	\$5.00	\$9,100.00	Yes	
143	D6		Keycut B1 (15' wide)	LF	120	\$10.00	\$1,200.00	Yes	
144	D7		Remove and Replace AC (6" thick)	SF	2134	\$11.00	\$23,474.00	Yes	
145	D8		Asphalt Concrete (D2 PG 64-10)	TN	163	\$140.00	\$22,820.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
146	D9		ARHM (GG-D PG 64-16)	TN	569	\$137.00	\$77,953.00	Yes	
147	D10		Construct Caltrans Type B Ramp	EA	2	\$5,000.00	\$10,000.00	Yes	
148	D11		Adjust Manhole Covers	EA	6	\$1,300.00	\$7,800.00	Yes	
149	D12		Adjust Water Valve Covers	EA	4	\$780.00	\$3,120.00	Yes	
150	D13		Adjust Survey Monuments	EA	2	\$1,500.00	\$3,000.00	Yes	
151	D14		Install Blue RPM @ Hydrant	EA	2	\$8.00	\$16.00	Yes	
152	D15		12" White Limit Line (Paint)	LF	20	\$2.40	\$48.00	Yes	
153	D16		12" White Crosswalk (Thermo)	LF	90	\$3.80	\$342.00	Yes	
154	D17		"STOP" Legend (Paint)	EA	2	\$120.00	\$240.00	Yes	
155	D18		R1-1 Signs	EA	2	\$280.00	\$560.00	Yes	
Bid Alternate "E" Hillview Dr (Evergreen Dr S to Evergreen Dr N)							\$217,791.00		
156	E1		Monument Perpetuation	EA	4	\$600.00	\$2,400.00	Yes	
157	E2		Mobilization	LS	1	\$25,350.00	\$25,350.00	Yes	
158	E3		Traffic Control	LS	1	\$28,600.00	\$28,600.00	Yes	
159	E4		Water Pollution Control Plan	LS	1	\$3,500.00	\$3,500.00	Yes	
160	E5		Keycut A1 (6' wide)	LF	1780	\$3.50	\$6,230.00	Yes	
161	E6		Keycut B1 (15' wide)	LF	120	\$8.00	\$960.00	Yes	
162	E7		Remove and Replace AC (6" thick)	SF	2489	\$10.50	\$26,134.50	Yes	
163	E8		Asphalt Concrete (D2 PG 64-10)	TN	102	\$165.00	\$16,830.00	Yes	
164	E9		ARHM (GG-D PG 64-16)	TN	357	\$155.00	\$55,335.00	Yes	
165	E10		Construct Caltrans Type B Ramp	EA	3	\$5,000.00	\$15,000.00	Yes	
166	E11		Remove and Replace 4" PCC Sidewalk	SF	257	\$17.50	\$4,497.50	Yes	
167	E12		Remove and Replace Curb & Gutter	LF	120	\$100.00	\$12,000.00	Yes	
168	E13		Remove and Replace Retaining Curb	LF	69	\$35.00	\$2,415.00	Yes	
169	E14		Remove and Replace C&G Spandrel	SF	462	\$28.00	\$12,936.00	Yes	
170	E15		Adjust Manhole Covers	EA	3	\$1,300.00	\$3,900.00	Yes	
171	E16		Adjust Water Valve Covers	EA	1	\$800.00	\$800.00	Yes	
172	E17		Install Blue RPM @ Hydrant	EA	1	\$7.00	\$7.00	Yes	
173	E18		12" White Limit Line (Paint)	LF	40	\$2.40	\$96.00	Yes	
174	E19		"STOP" Legend (Paint)	EA	2	\$120.00	\$240.00	Yes	
175	E20		R1-1 Sign	EA	2	\$280.00	\$560.00	Yes	
Bid Alternate "F" Cathedral Oaks Rd (Glen Annie Rd to E End/Bridge Deck)							\$1,497,903.95		
176	F1		Mobilization	LS	1	\$66,800.00	\$66,800.00	Yes	
177	F2		Traffic Control	LS	1	\$113,800.00	\$113,800.00	Yes	
178	F3		Water Pollution Control Plan	LS	1	\$10,500.00	\$10,500.00	Yes	
179	F4		Pulverize 15" Existing Section	SF	209626	\$0.18	\$37,732.68	Yes	
180	F5		Trim, Remove, and Dispose 5-1/2" Pulverized Material, Regrade	SF	209626	\$0.60	\$125,775.60	Yes	
181	F6		Lime/Cement Treat 10" Subgrade, Trim to Top of Subgrade	SF	209626	\$0.52	\$109,005.52	Yes	
182	F7		Lime / Cement	TN	525	\$195.00	\$102,375.00	Yes	
183	F8		6" Deep Lift Stabilization (Allowance)	SF	12578	\$7.25	\$91,190.50	Yes	
184	F9		Asphalt Concrete (C2 PG 64-10)	TN	4586	\$100.00	\$458,600.00	Yes	
185	F10		Install AC Berm	LF	376	\$20.00	\$7,520.00	Yes	
186	F11		ARHM (GG-D PG 64-16)	TN	2621	\$122.00	\$319,762.00	Yes	
187	F12		Install Shoulder Backing	LF	3654	\$5.00	\$18,270.00	Yes	
188	F13		12" White Limit Line (Paint)	LF	30	\$2.40	\$72.00	Yes	
189	F14		Solid Green (Paint)	SF	600	\$7.75	\$4,650.00	Yes	
190	F15		Dash Green (Paint)	SF	570	\$7.75	\$4,417.50	Yes	
191	F16		Striping Detail #22 (Paint & Markers)	LF	4560	\$1.29	\$5,882.40	Yes	
192	F17		Striping Detail #29 (Paint & Markers)	LF	550	\$1.82	\$1,001.00	Yes	
193	F18		Striping Detail #38 (Paint & Markers)	LF	135	\$1.02	\$137.70	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
194	F19		Striping Detail #39 (Paint)	LF	20720	\$0.79	\$16,368.80	Yes	
195	F20		Striping Detail #39A (Paint)	LF	200	\$0.66	\$132.00	Yes	
196	F21		Arrow Type IV (L/R) (Paint)	EA	2	\$55.00	\$110.00	Yes	
197	F22		"50" Legend (Paint)	EA	1	\$120.00	\$120.00	Yes	
198	F23		Bike Lane Symbol (Paint)	EA	2	\$115.00	\$230.00	Yes	
199	F24		Bike Box (Paint)	SF	395	\$7.75	\$3,061.25	Yes	
200	F25		Bike w/o Person (Paint)	EA	1	\$130.00	\$130.00	Yes	
201	F26		R10-11 Sign	EA	1	\$260.00	\$260.00	Yes	

Line Item Subtotals

Section Title	Line Total
Base Bid	\$2,429,262.52
Bid Alternate "A" Calle Real (Sonoma Ave to Glen Annie Rd)	\$755,626.63
Bid Alternate "B" Coloma Dr (Carlo Dr to Vega Dr)	\$148,486.20
Bid Alternate "C" Evergreen Dr (Brandon Ave to Cathedral Oaks Rd)	\$536,759.80
Bid Alternate "D" Forest Dr (Evergreen Dr S to Evergreen Dr N)	\$221,173.00
Bid Alternate "E" Hillview Dr (Evergreen Dr S to Evergreen Dr N)	\$217,791.00
Bid Alternate "F" Cathedral Oaks Rd (Glen Annie Rd to E End/Bridge Deck)	\$1,497,903.95
Grand Total	\$5,807,003.10

ATTACHMENT A – BIDDING INSTRUCTIONS OR EQUAL SUBSTITUTION FORM

Project: 2020-2021 Pavement Rehabilitation

Location: Galeta, CA

TO: N/A

FROM: N/A

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: N/A

Manufacturer: _____

Catalog No.: _____

3. The proposed substitution is:

Name or Brand: N/A

Manufacturer: _____

Catalog No.: _____

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

5. Reasons for substitution request: N/A

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

N/A

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

N/A

8. Does this substitution affect dimensions shown on Drawings?

Yes _____ No _____ N/A

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

N/A

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

N/A

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

N/A

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

N/A

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

Same N/A

Different _____
(Explain on attachment.)

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

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

(1) Name of Project: N/A

Address: N/A

Date of Installation: _____

(2) Name of Project: N/A

Address: N/A

Date of Installation: _____

(3) Name of Project: N/A

Address: N/A

Date of Installation: _____

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

Same N/A

Different _____
(Explain on attachment.)

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

 N/A

16. Reduction in the Contract Sum of \$ N/A will result from use of the substituted item.

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

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

 N/A

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

- (1) Contractor has personally investigated the proposed substitution and determined that it is equal or superior in all respects to the material, product, thing or service specified except as specifically noted: N/A ;
- (2) Contractor will provide the same warranty and correction responsibility for the proposed substitution that the Contractor would have provided for that specified;
- (3) The cost data presented is complete and includes all related costs under this Contract except any redesign costs and agency fees;
- (4) Contractor will indemnify City from and pay all redesign, engineering, detailing, special inspection costs and agency fees caused by the use of this substitution;
- (5) Contractor will coordinate the installation of the accepted substitution, making such changes as may be required for the Work to be complete in all respects.
- (6) Contractor waives all claims for additional costs relating to the substitution which may subsequently become apparent; and
- (7) Contractor assumes all responsibility for and will indemnify City from and pay all direct or indirect costs and/or time impacts as a result of the use of the substitution.

Executed this _____ day of _____ 20____, at _____, California.

_____ N/A
(Type or print name)

Submitted by:

_____ N/A

(Firm)

_____ N/A

(Address)

For use by City:

___ Accepted ___ Accepted as noted

___ Not Accepted ___ Rejected as late

_____ N/A

(By)

_____ N/A

(Date)

PROPOSED EQUIPMENT AND MATERIAL MANUFACTURERS

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

Equipment/Materials	Supplier
1. Portland Cement Concrete Mixes	Cemex
2. Quicklime/Cement Mixes	Cemex
3. Asphalt Concrete Mixes	Vulcan Materials Co
4. Aggregate Base	Security Paving
5. Detectible Warning Surfaces	Armor-Tile
6. Traffic Stripe and Marking Paint	Roadmax Products
7.	Transpo Industries
8.	Potters Industries
Additional items in the Special Provisions	
*see attached	
Equipment list*	

Equipment

Eq #	Description	Model
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Arrow Boards

9011	Wanco Arrowboard	WTSP 55-LSAC
9013	Wanco Arrowboard	WTSP 55-LSAC
9014	Wanco Arrowboard	WTSP
9015	Wanco Arrowboard	WTSP 55-LSAC
9016	Wanco Arrowboard	WTSP
9017	Wanco Arrowboard	WTSP
9018	Wanco Arrowboard	WTSP
9019	Wanco Arrowboard	WTSP
9020	Wanco Arrowboard	WTSP-08
9021	Wanco Arrowboard	WTSP
9022	Wanco Arrowboard	WTSP
9023	Wanco Arrowboard	WTSP
9024	Wanco Arrowboard	WTSP
9026	Wanco Arrowboard	WTSP
9027	Wanco Arrowboard	WTSP
9028	Wanco Arrowboard	WTSP
9029	Wanco Arrowboard	WTSP
9059	Wanco Arrowboard	WTSP55
9060	Wanco Arrowboard	WTSP55
9061	Wanco Arrowboard	WTSP55
9101	Security Arrowboard	XCTRODSSOLARMINIDM

Asphalt Zippers

6360	Asphalt Zipper	AZ360X-173E
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Backhoes

6091	CAT Backhoe	420F
6092	CAT Backhoe	420F
7012	CAT Backhoe	420F
7014	CAT Backhoe	420F
7015	CAT Backhoe	420F
7021	CAT Backhoe	420E
7022	CAT Backhoe	420E
7023	CAT Backhoe	420E
7024	CAT Backhoe	420F
7025	CAT Backhoe	420F
7026	CAT Backhoe	420F
7027	CAT Backhoe	420F
7028	CAT Backhoe	420F
7029	CAT Backhoe	420F2
7032	CAT Backhoe	420F2
7033	CAT Backhoe	420F2
7401	JD Backhoe	410L
7402	JD Backhoe	410L
7451	CAT Backhoe	450
7452	CAT Backhoe	450
7461	CAT Backhoe	430
7462	CAT Backhoe	430
7463	CAT Backhoe	430
7464	CAT Backhoe	430
7465	CAT Backhoe	430

Blades (Motor Grader)

7121	CAT Motor Grader	12M3
7122	CAT Motor Grader	12M3
7141	CAT Motor Grader	140M2
7142	CAT Motor Grader	140M2

Bob Tail Dump Trucks

5331	Petebuilt 2016 (BobTail Dump)	337
5332	Petebuilt 2016 (BobTail Dump)	337
5333	Petebuilt 2016 (BobTail Dump)	337
7438	International 2011 (Bob Tail Dump)	4300 SBA
7439	International 2011 (Bob Tail Dump)	4300 SBA
7441	International 2011 (Bob Tail Dump)	4300 SBA
7442	International 2011 (Bob Tail Dump)	4300 SBA
7443	International 2011 (Bob Tail Dump)	4300 SBA

Breaker Attachments

BHC01	Hydraulic Hammer	Hammerco 1000Lb
BHC02	Hydraulic Hammer	Hammerco 1000Lb
BHC03	Hydraulic Hammer	Hammerco 1600Lb
BHC04	Hydraulic Hammer	Hammerco 1000Lb
BHC05	Hydraulic Hammer	Hammerco 1000Lb
BHC06	Hydraulic Hammer	Kent F6-FSP

Broom

7701	Lay-Mor Broom	Lay-Mor SM300
7702	Lay-Mor Broom	Lay-Mor SM300

Cold Planers

6031	CAT Cold Planner	PC 206
6032	CAT Cold Planner	PC 206
6033	CAT Cold Planner	PC 206
6034	CAT Cold Planner	PC 206
6035	CAT Cold Planner	PC 206
6036	CAT Cold Planner	PC 206

Compressors

2031	IR Compressor	P185WJD
2032	IR Compressor	P185WJD
2033	IR Compressor	P185WJD
6131	IR Compressor	P185WJDR
6132	IR Compressor	P185WJDR
6133	IR Compressor	185WDO
6134	IR Compressor	185WDO
6135	IR Compressor	185WDO
6136	IR Compressor	185WDO
7020	IR Compressor	P185WJDR

Crackfill / Tack Trailers

2022	Leeboy Tack Pot	L250T
2301	Crackfill Trailer	CP-125

Curb / Berm Machines

2055	Miller Formless Curb Machine	M-1000
6141	Miller Berm Machine	MC
7101	Miller Formless Curb Machine	M-1000

Dozers

7061	CAT XL Dozer	D6T
7062	CAT XL Dozer	D5K2
7063	CAT XL Dozer	D6T
7064	CAT XL Dozer	D3
7802	CAT Dozer	824H

Elevators

7070	Weiler Window Elevator	E550A
8070	Lincoln Elevator	660XL

Excavators

7042	CAT Excavator	314 E CR
7043	CAT Excavator	335F
7044	CAT Excavator	336F
7045	JD Excavator	50G
7046	JD Excavator	50G
7047	JD Excavator	75G
7048	CAT Excavator	349FL
7049	CAT Excavator	320FL
7051	CAT Excavator	325F
7052	CAT Excavator	349FL
7053	CAT Excavator	320
7301	CAT Excavator	305E
7302	CAT Excavator	305E
7303	CAT Excavator	374F

Fork Lifts

2086	Toyota Forklift	8FG35U
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Form Trucks

3030	Ford Form Truck	L8000 FB
3041	Peterbilt Form Truck	337
4045	Peterbilt Form Truck	335
4055	Peterbilt Form Truck	335

Generators

6251	MQ 25 Portable Generator	DCA-25SSIU4F
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Kick Brooms

2004	Lay-Mor Sweeper	8HC
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K - Rail Attachments

KG001	K-Rail Grabber	Kenco
KG002	Barrier Lift	KL12000

Light Towers

6906	Light Tower	MLT3060
6907	Doosan Light Tower	LCV6WKUB-60HZ-T-4F
6908	Doosan Light Tower	LCV6WKUB-60HZ-T-4F
6909	Doosan Light Tower	LCV6WKUB-60HZ-T-4F
6910	Doosan Light Tower	LCV6WKUB-60HZ-T-4F
6911	Doosan Light Tower	LCV6WKUB-60HZ-T-4F
6912	Doosan Light Tower	LCV6WKUB-60HZ-T-4F

Loaders

7011	CAT Wheel Loader	938H
7110	CAT Wheel Loader	950K
7111	CAT Wheel Loader	950M
7112	CAT Wheel Loader	938M
7113	CAT Wheel Loader	950M
7114	CAT Wheel Loader	950M
7115	CAT Wheel Loader	950M

Lube Systems

4221	Lube System (on Skid)	N/A
4222	Ford Lube Truck	F800

Message Boards

9040	Wanco Message Board	WVT3
9041	Wanco Message Board	WTSP
9042	Wanco Message Board	WVT3
9045	Wanco Message Board	WVT3
9046	Wanco Message Board	M3L
9047	Wanco Message Board	WVT3
9048	Wanco Message Board	WVT3
9049	Wanco Message Board	WVT3
9050	Wanco Message Board	WVT3
9051	Wanco Message Board	WVT3

9052	Wanco Message Board	WWT3
9053	Wanco Message Board	WWT3
9054	Wanco Message Board	WWT3
9055	Wanco Message Board	WWT3
9056	Wanco Message Board	WWT3
9057	Wanco Message Board	WWT3
9058	Wanco Message Board	WWT3
9072	SolarTech Message Board	Silent Messenger
9073	SolarTech Message Board	Silent Messenger
9074	SolarTech Message Board	Silent Messenger
9075	SolarTech Message Board	Silent Messenger
9076	SolarTech Message Board	Silent Messenger

Mixer Trucks

3059	Peterbilt T/A Mixer Truck	335 Mixer Truck
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Pavers / Trench Pavers

2621	R & D Trench Paver	2016
6020	CAT Paver	AP1000D
6021	CAT Paver	AP555E
6025	CAT Paver	AP1055D
7901	CAT Paver	AP1055F
7904	Midland Road Widener	SPD-8
7905	CAT Paver	AP1055F

Pressure Washer

PW01	Pressure Washer	MHC4
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Rollers

6050	CAT Single Drum Roller	CS423 E
6062	CAT Roller	CB34
6063	CAT 9 Wheel Roller	PS160 C
6064	CAT Roller	CB534 DXW
6066	CAT Roller	CB54 XW
6067	CAT Roller	CB434 D
6069	CAT Roller	CB24
6541	CAT Roller	CB54B
6542	CAT Roller	CB54B
6801	HAMM Roller	HD10CVV
6802	HAMM Roller	HD8VV
6803	HAMM Roller	HD12VV
6804	HAMM Roller	HD12VV
6805	HAMM Roller	HD12VV
6806	HAMM Roller	HD12VV
7030	CAT Roller	CB224 E
7031	CAT Roller	CB224 E
7034	CAT Roller	CB224 B
7035	CAT Roller	CB7 (434)
7036	CAT Roller	CB10 (534)
7037	CAT Roller	CB24B
7038	CAT Roller	CB24B
7039	CAT Roller	CS54B
7341	CAT Roller	CC34B
7361	CAT Roller	CB36B
7661	CAT Roller	CS66
7801	CAT Roller	815F II

Root Pruners

2094	Vermeer	SC252
7210	Vermeer Root Pruner	V4150

Router

2302	Router	Crafco
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Sand Spreaders

5331SS	Sand Spreader	MS966-RF
5332SS	Sand Spreader	MS966-RF

Saw's

2201	Husqvarna Saw	FS46
2202	Diamond Saw	C4144 DXL
2203	Concrete Saw	M48-3

Saw Truck

5501	Ford Truck - Daniel Zizumbo	F-550
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Scrapers

8032	CAT Scraper	613C
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Service Trucks

4090	Peterbilt Mechanic Truck - Matthew Gonzalez	335
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Skid Steers

7017	CAT Skid Steer	272D
7018	CAT Skid Steer	289D
7019	CAT Skid Steer	289D

Skid Steer - Grinder Head

SG001	Skid Steer Grinder Head	
SG002	Skid Steer Grinder Head	

Skip Loaders

6211	JD Skip Loader	210L
6212	JD Skip Loader	210L
6213	JD Skip Loader	210L
6214	JD Skip Loader	210L
6215	JD Skip Loader	210L
6216	JD Skip Loader	210L
6217	JD Skip Loader	210L
6218	JD Skip Loader	210L
6219	JD Skip Loader	210L
6220	JD Skip Loader	210L

Striping

9201	Sprayer	Line Lazer II
9202	Sprayer	Line Lazer IV
9203	Sprayer	Line Lazer IV
9301	Thermo Cart	
9302	Thermo Cart	
9401	Grinder	
9402	Grinder	
9501	Motorized Cart	Line driver
9601	Lazer Vacuum	
9602		B21A
9701	Ford Truck - Striping	F-550
9801	Dual ProMelter Trailer - Striping	

Sweeper Attachments

SSW02	Sweeper Attachment	CAT BU118
SSW03	Sweeper Attachment	CAT BU118
SSW04	Sweeper Attachment	CAT BU118

Telehandlers

7201	Telehandler	TL1255D
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Trailers

2045	Trail King Trailer	TK40LP
2070	Trail King Trailer	TK20-242
2082	Trail King Trailer	TKT40LP
2083	Trail King Trailer	TK18LP
2100	AZTEX 98 (Pressure Washer)	Trailer
5040	1983 Trailer	Carrier
6101	Eager Beaver Tilt Trailer	1985 Tilt Trl

6102	Trail King Trailer	TK40LP
6103	Premco Utility Trailer	Utility
6104	Gen. Eng.Trailer	TL-6
6105	500 Gal Fuel Trailer	FT
7991	PJ Trailer - Dump Trailer	DM142
7992	Triple L Group - Drop Down Trailer	UT914
7993	Triple L Trailer	7616

Utility Vehicles

7902	Kubota Utility Vehicle	RTV-X900G-H
7903	Kubota Utility Vehicle	RTV-X900G-H

Vehicles

3013	Ford Truck - Yard/Spare	F-250
3101	Ford Truck - Richard Apodaca	F-250
4001	Ford Truck - Rob Kelly	F-150
4002	Ford Truck - Pat Trowbridge	F-150
4888	Ford Truck - Yard	F250 XL
5049	Ford Truck - Sergio Ruiz	F-250
5052	Ford Truck - Angel Perez	F-250
5053	Ford Truck - Billy Adams	F-250
5054	Ford Truck - Yard	F-250
5056	Ford Truck - James Adame	F-250
5081	Ford Truck - Richard Bridges	F-350
5083	Ford Truck -	F-350
5087	Ford Truck - Traffic	F-550
5088	Ford Truck - Yard	F-550
5089	Ford Truck - Ben Alamillo	F-550
5101	Ford Truck - Ian MacLeod	F-150
5102	Ford Truck - David Rusniak	F-150
5103	Ford Truck - Craig Thompson	F-150
5104	Ford Truck - Frank Borjon	F-150
5105	Ford Truck - Matt White	F-150
5106	Ford Truck - Mike Barrow	F-150
5107	Ford Truck - Simon Johnson	F-150
5108	Ford Truck - Dylan Gutierrez	F-150
5109	Ford Truck - Evan Folk	F-150
5110	Ford Truck - Brett Franklin	F-150
5111	Ford Truck - Trent Royle	F-150
5112	Ford Truck - A.J. Coccillos	F-150
5113	Ford Truck -	F-150
5114	Ford Truck -	F-150
5115	Ford Truck -	F-150
5185	Ford Truck - Javier Mesa	F-550
5201	Ford Truck - Traffic	F-250
5202	Ford Truck - Down	F-250
5203	Ford Truck - John Murphy	F-250
5204	Ford Truck - Yard	F-250
5205	Ford Truck - Rick Fierro	F-250
5206	Ford Truck - Eddie Rodriguez	F-250
5207	Ford Truck - Ruben Garcia	F-250
5208	Ford Truck - Ruben Navarrete	F-250
5209	Ford Truck - Gary Cran	F-250
5210	Ford Truck - Ernie Stines	F-250
5211	Ford Truck - Noe Torres	F-250
5212	Ford Truck - Tom Gibson	F-250
5213	Ford Truck - Dann White	F-250
5214	Ford Truck - Tony Breckley	F-250
5215	Ford Truck - Power Truck	F-250
5216	Ford Truck - J. Apolinar Mancilla-Pina	F-250
5217	Ford Truck - Traffic Truck	F-250
5218	Ford Truck - Octavio Mancilla	F-250
5219	Ford Truck - Wesley Acosta	F-250
5220	Ford Truck - Jorden Adams	F-250
5221	Ford Truck - Greg Morris	F-250
5301	Ford Truck - Yard	F-350
5302	Ford Truck - Joe Flores	F-350

5303	Ford Truck - Roger Balam Moreno	F-350
5304	Ford Truck - Mike Parker	F-350
5337	Peterbilt 337 Lube/Fuel - Leonel Arias	337
5401	Ford Edge - Company Use (White)	Edge
5402	Ford Edge - Company Use (Black)	Edge
5403	Ford Edge - Adam Simutko	Edge
5404	Ford Edge - Jeff Pollack	Edge
5405	Ford Edge - Jeff Reeves	Edge
5411	GMC Terrain - Luis Martinez	Terrian SLT
5412	GMC Terrain - Jordan Klein	Terrian SLT
5502	Ford Truck -	F-550
5503	Ford Truck - Isaac Jimenez	F-550
5504	Ford Truck - Oscar Cuellar	F-550
5505	Ford Truck - Ignacio Garcia	F-550
5506	Ford Truck - Juan Aguirre	F-550
5507	Ford Truck - David Coronado	F-550
5508	Ford Truck - Fritz Chupp	F-550
5509	Ford Truck - Stake Bed	F-550
5510	Ford Truck - Stake Bed	F-550
5511	Ford Truck - Traffic Truck	F-550
5512	Ford Truck - Tack/All Purpose	F-550
5513	Ford Truck - Yard	F-550
5514	Ford Truck - Yard	F-550
5515	Ford Truck - Power Equipment	F-550
5516	Ford Truck - Yard	F-550
5517	Ford Truck - Yard	F-550
5518	Ford Truck - Paul Adkins	F-550
5519	Ford Truck - Alex Marquez	F-550
5520	Ford Truck - Ray Monroy	F-550
5521	Ford Truck - Tack/All Purpose	F-550
5522	Ford Truck - Alejandro Gonzalez	F-550
5523	Ford Truck - Traffic	F-550
5524	Ford Truck - Sam Gonzalez	F-550
5525	Ford Truck -	F-550
5537	Peterbilt Truck - Lube/Fuel Truck Leonal Arias	337
5601	Ford Transit Van -	E-350
9032	Ford Truck - Traffic	F-350
9701	Ford Truck - Striping	F-550

Water Trailers / Towers

2050	Water Trailer	Workhorse
2071	Water Trailer	535 Gallon
2072	Water Trailer	Workhorse
2073	Water Trailer	535 Gallon
2075	Water Trailer	Workhorse
6121	Water Trailer	Workhorse
WT01	Water Tower	Water Trailer

Water Trucks

3058	Peterbilt Water Truck	Water Truck
5334	Petebuilt 2016 Water Truck	337
5335	Petebuilt 2016 Water Truck	337
5336	Petebuilt 2016 Water Truck	337
7431	International Water Truck	4300 SBA Durastann
7432	International Water Truck	4300 SBA Durastann
7433	International Water Truck	4300 SBA Durastann
7434	International Water Truck	4300 SBA Durastann
7435	International Water Truck	4300 SBA Durastann
7436	International Water Truck	4300 SBA Durastann
7437	International Water Truck	4300 SBA Durastann
7440	International Water Truck	4300 SBA Durastann
7444	International Water Truck	4300 SBA Durastann
7445	International Water Truck	4300 SBA Durastann

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
<u>Pulverization Cement Treat</u>	<u>231682</u>	<u>1000013753</u>	<u>6%</u>	<u>Miller Equipment Co. Po Box 2956 Lancaster, CA 93539</u>
<u>Survey</u>	<u>L5411</u>	<u>1600001533</u>	<u>0.5%</u>	<u>Case Land Surveying 614 N Eckhoff St Orange, CA 92663</u>
<u>Traffic Loop</u>	<u>772245</u>	<u>1000000149</u>	<u>0.1% 0.001% (50)</u>	<u>Taft Electric Company 1694 Eastman Ave Ventura, CA 93003</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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 CITY OF SANTA CLARITA
 Agency Address 23920 VALENCIA BLVD, SANTA CLARITA, CA 91355
 Telephone 661-286-4134
 Contact Person RAMIRO FUENTES
 Contract Amount \$3,347,941

- 2. Name of Agency CITY OF OXNARD
 Agency Address 300 W THIRD ST, OXNARD, CA 93030
 Telephone 805-483-8280
 Contact Person RENEE HATCHER
 Contract Amount \$2,652,665

- 3. Name of Agency CITY OF GLENDALE
 Agency Address 633 E BROADWAY, GLENDALE, CA 91206
 Telephone 818-937-8255
 Contact Person SAUMIL MODY
 Contract Amount \$2,433,077

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

AON RISK SERVICES, SAMANTHA FAZZINI, 707 WILSHIRE BLVD, SUITE 2600, LOS ANGELES, CA 90017; 415-486-6953

TRAVELERS CASUALTY AND SURETY COMPANY, PAUL RODRIGUEZ, 21688 GATEWAY CENTER DR, DIAMOND BAR, CA 91765; 213-630-1326

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 TORO ENTERPRISES, INC.

Business Address 2101 E VENTURA BLVD, OXNARD, CA 93036

Telephone 805-483-4515

State Contractor's License No. and Class LIC #710580; CLASS A, C-31

Original Date Issued 08/01/1995 Expiration Date 08/31/21

DIR Registration No: 1000002410

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:

SEAN CASTILLO, PRESIDENT, 2101 E VENTURA BLVD, OXNARD, CA; 805-483-4515

JERRY HANNIGAN, SECRETARY, 2101 E VENTURA BLVD, OXNARD, CA; 805-483-4515

TRENT ROYLE, VP OPERATIONS, 2101 E VENTURA BLVD, OXNARD, CA; 805-483-4515

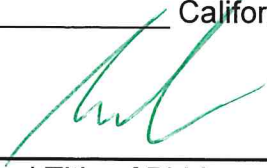
The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Bid are as follows:

N/A

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this Bid are as follows:

N/A

I declare under penalty of perjury under the laws of the State of California that the above representations are true and correct. Executed this 26th day of July, 2021, at OXNARD California.



Signature and Title of Bidder
or Authorized Representative
SEAN CASTILLO, PRESIDENT
(SEAL)

SURETY: TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

(Address) One Tower Square, Bond/5PB
Hartford, CT 06183

BY:  Samantha Fazzini, Attorney-In-Fact
(Signature and Title of Authorized Officer)

BY: N/A
(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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE§ 1189



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.

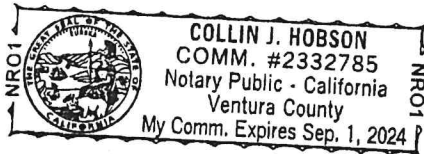
State of California,
County of Ventura,

On July 26, 2021 before me, Collin J. Hobson, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Sean Castillo and Jerry Hannigan
Name(s) of Signer(s)

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

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



Signature Collin J. Hobson
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond, City of Goleta, 2020-21 Pavement Rehabilitation Project Date: 07/06/2021

Number of Pages: 1 Signer (s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name Sean Castillo
 Corporate Officer — Title(s): President

Signer's Name: Jerry Hannigan
 Corporate Officer — Title(s): Secretary

Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other:

Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other:

Signer Is Representing: Toro Enterprises, Inc.

Signer Is Representing: Toro Enterprises, Inc.

CALIFORNIA ALL-PURPOSE 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 Los Angeles

On JUL 06 2021 before me, D. Garcia, Notary Public, personally appeared Samantha Fazzini who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature *D. Garcia*
Signature of Notary Public



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Samantha Fazzini**, of Los Angeles, California, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of **JUL 06 2021**



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

**STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES
CONCERNING THE CONTRACTOR'S LICENSING LAWS**
[Business & Professions Code § 7028.15; Public Contract Code § 20103.5]


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

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

Bidder: TORO ENTERPRISES, INC.

License No.: 710580 Class A,C-31 Expiration date: 08/31/21

DIR Registration No.: 1000002410

Date 07/26/21 Signature  SEAN CASTILLO, PRESIDENT

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

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

1. The Bidder is aware of Sections 1771.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.
2. The Bidder is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.
3. The Bidder is aware of California Public Contract Code Section 6109 (and any updates.)
4. The Bidder has investigated the eligibility of each and every subcontractor the contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 and 1777.7 of the Labor Code, or any other provision of law.
5. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 26th day of July, 2021, at OXNARD, California.

Signature: _____

Name: SEAN CASTILLO

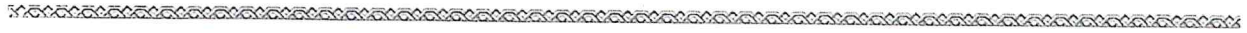
Title: PRESIDENT

Name of Company: TORO ENTERPRISES, INC.

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE§ 1189



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.

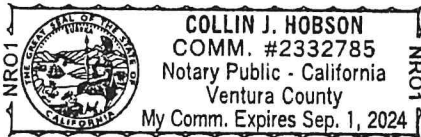
State of California,
County of Ventura,

On July 26, 2021 before me, Collin J. Hobson, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Sean Castillo
Name(s) of Signer(s)

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

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



Signature Collin J. Hobson
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Contracting Eligibility, City of Goleta, 2020-21 Pavement Rehabilitation Project Date: 07/26/2021

Number of Pages: 1 Signer (s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name Sean Castillo

Corporate Officer — Title(s): President

- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: Toro Enterprises, Inc.

Signer Is Representing: _____

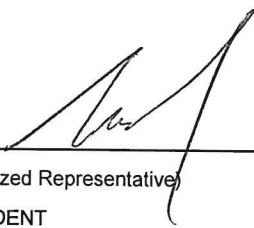
**NON-COLLUSION DECLARATION
FOR
2020-2021 PAVEMENT REHABILITATION PROJECT**

I am the PRESIDENT [title] of TORO ENTERPRISES, INC. [name of bidder], the party making the foregoing bid, declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly, colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

07/26/21 [date], at OXNARD [city], CA [state]



(Signature and Title of Authorized Representative)
SEAN CASTILLO, PRESIDENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2022

8/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC 777 S. Figueroa Street, 52nd Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME: PHONE (A/C. No. Ext): FAX (A/C. No): E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Scottsdale Insurance Company</td> <td style="text-align: right;">41297</td> </tr> <tr> <td>INSURER B : Zurich American Insurance Company</td> <td style="text-align: right;">16535</td> </tr> <tr> <td>INSURER C : Navigators Specialty Insurance Company</td> <td style="text-align: right;">36056</td> </tr> <tr> <td>INSURER D : Endurance Risk Solutions Assurance Co</td> <td style="text-align: right;">43630</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Scottsdale Insurance Company	41297	INSURER B : Zurich American Insurance Company	16535	INSURER C : Navigators Specialty Insurance Company	36056	INSURER D : Endurance Risk Solutions Assurance Co	43630	INSURER E :		INSURER F :	
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INSURER F :															
INSURED 1376892 Toro Enterprises, Inc. P.O. Box 6285 Oxnard CA 93031															

COVERAGES TOREN01 **CERTIFICATE NUMBER:** 17763186 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> DED. \$10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	BCS0039189	3/1/2021	3/1/2022	EACH OCCURRENCE \$ <u>1,000,000</u> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <u>100,000</u> MED EXP (Any one person) \$ <u>Excluded</u> PERSONAL & ADV INJURY \$ <u>1,000,000</u> GENERAL AGGREGATE \$ <u>2,000,000</u> PRODUCTS - COMP/OP AGG \$ <u>2,000,000</u> \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BAP 4230716-02	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ <u>1,000,000</u> BODILY INJURY (Per person) \$ <u>XXXXXXXX</u> BODILY INJURY (Per accident) \$ <u>XXXXXXXX</u> PROPERTY DAMAGE (Per accident) \$ <u>XXXXXXXX</u> \$ <u>XXXXXXXX</u>
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	N	SE21EXCZ038VHIC	3/1/2021	3/1/2022	EACH OCCURRENCE \$ <u>\$5,000,000</u> AGGREGATE \$ <u>\$5,000,000</u> \$ <u>XXXXXXXX</u>
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> Y N/A		N	WC 4230715-02	3/1/2021	3/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <u>1,000,000</u> E.L. DISEASE - EA EMPLOYEE \$ <u>1,000,000</u> E.L. DISEASE - POLICY LIMIT \$ <u>1,000,000</u>
D	2nd Layer Excess	N	N	XSC30000361903	3/1/2021	3/1/2022	\$5,000,000 occ./\$5,000,000 agg.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Toro Job #: 11553. Project Name: 2020-2021 Pavement Rehabilitation Project. City, its officials, officers, agents and employees are Additional Insured(s) as per the attached endorsement or policy language. Insurance provided to Additional Insured(s) is primary and non-contributory as per the attached endorsements or policy language.

CERTIFICATE HOLDER

CANCELLATION See Attachments

17763186 City of Goleta 130 Cremona Drive, Suite B Goleta, CA 93117	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---



City of Goleta

130 Cremona Drive, Suite B

Goleta, , CA 93117

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to *paperless delivery* of Certificates of Insurance, thus this is your final hard-copy delivery.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **17763186**

- Email: LACertseDelivery@lockton.com
- Phone: (213) 334- 4669

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox and phone number is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox or contact the phone number below with email updates.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

Lockton Companies
777 South Figueroa Street Los Angeles, CA 90017

POLICY NUMBER: BCS0039189
Effective Date: 3/1/2021

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES, OR
CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization when required by written contract or agreement, executed prior to the occurrence to which this insurance applies, that such person or organization be added as an additional insured on your policy	All locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:
If coverage provided to the additional insured is required by a contract or agreement the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: BCS0039189
Effective Date: 3/1/2021

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization when required by written contract or agreement, executed prior to the occurrence to which this insurance applies, that such person or organization be added as an additional insured on your policy	All locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for bodily injury" or "property damage" caused, In whole or in part, by your work at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard"

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contractor agreement; or
2. Available under applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy Number: BCS0039189
Effective Date: 3/1/2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

ATTACHMENT 3

Agreement for Professional Construction Management and Inspection Services
between the City of Goleta and Cannon Corporation

Project Name: 2020-2021 Pavement Rehabilitation Project (5800-1)

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
CANNON CORPORATION**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 21st of September, 2021, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **CANNON CORPORATION**, a **California Corporation** (herein referred to as "CONSULTANT").

SECTION 1. RECITALS

A. The CITY has a need for professional construction management and inspection services for the 2020-2021 Pavement Rehabilitation Project; and

B. The CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and

C. The CITY procured these services in compliance with Goleta Municipal Code Section 3.05.260 by an evaluation process of proposals received from a pre-authorized qualified consultant list for various professional services, which was compiled from a competitive Request for Proposals/Request for Qualifications (RFP/RFQ) process, approved by City Council on December 3, 2019; and

D. The City Council, on this 21st day of September, 2021, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

SECTION 2. TERMS

1. **RETENTION AS CONSULTANT**

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. **DESCRIPTION OF SERVICES**

The services to be performed by CONSULTANT are as follows:

Professional Construction Management and Inspection Services in conjunction with the 2020-2021 Pavement Rehabilitation Project Services shall generally include Pre-Construction Phase Services consisting of document control preparation, coordination of meetings, initial critical submittals; Construction Phase Services including on-site inspection and observation of construction activities; and Post-Construction Phase Services consisting of final review, completion, acceptance, and close-out of the construction activities, as more particularly set forth in the Scope of Work for the Base Bid and all Bid Alternates "A through F," attached as Exhibit "A," and incorporated herein.

CONSULTANT shall deliver to CITY the deliverables defined in Exhibit "A."

3. **COMPENSATION AND PAYMENT**

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$700,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until December 31, 2022, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

(b) **Payment.** CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager, as described in Section 5. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice.

4. **EXTRA SERVICES**

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to writing in advance of the incurrence of extra services by CONSULTANT. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in Exhibit B, if one is included as part of this agreement. Any compensation for extra

services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Debbie Talarico. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to December 31, 2022, unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager.

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. Todd Bartolome, P.E., Senior Resident Engineer, is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

- Pavement Engineering Inc. (PEI) - Materials Testing and Construction Support Services – Joseph L. Ririe, P.E., Principal

9. **HOLD HARMLESS AND INDEMNITY**

(a) **Hold Harmless for CONSULTANT's Damages.** CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

(b) **Defense and Indemnity of Third Party Claims/Liability.** CONSULTANT shall investigate, defend, and indemnify CITY, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, or the willful misconduct of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this AGREEMENT, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

(c) **No Waiver.** CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 10.

10. **INSURANCE**

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with

minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.
- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$1,000,000 per claim.

Liability insurance policies required to be provided by CONSULTANT hereunder shall contain or be endorsed to contain the following provisions:

- a) CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- d) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- e) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior

written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.

- f) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.
- g) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- h) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.
- i) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

11. **RELATIONSHIP OF CONSULTANT TO CITY**

The relationship of the CONSULTANT to CITY shall be that of an independent contractor and that in no event shall CONSULTANT be considered an officer, agent, servant or employee of CITY. CONSULTANT shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

12. **CORRECTIONS**

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY's review of CONSULTANT's report or plans. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost

thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

13. **TERMINATION BY CITY**

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. **ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and CONSULTANTS for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and consultants.

15. **AUDIT OF RECORDS**

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

16. **WAIVER; REMEDIES CUMULATIVE**

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in

writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17. **CONFLICT OF INTEREST**

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

18. **CONSTRUCTION OF LANGUAGE OF AGREEMENT**

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

19. **MITIGATION OF DAMAGES**

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

20. **GOVERNING LAW**

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

21. **NONDISCRIMINATION**

CONSULTANT shall not discriminate on the basis of race, color, gender, gender identity/expression, pregnancy, sexual orientation, disability, marital status, or any other characteristic protected under applicable federal or state law.

22. **TAXPAYER IDENTIFICATION NUMBER**

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. October 2018), as issued by the Internal Revenue Service.

23. **NON-APPROPRIATION OF FUNDS**

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

24. **MODIFICATION OF AGREEMENT**

The tasks described in this AGREEMENT and all other terms of this AGREEMENT may be modified only upon mutual written consent of CITY and CONSULTANT.

25. **USE OF THE TERM "CITY"**

Reference to "CITY" in this AGREEMENT includes City Manager or any authorized representative acting on behalf of CITY.

26. **PERMITS AND LICENSES**

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this AGREEMENT.

27. **CAPTIONS**

The captions or headings in this AGREEMENT are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the AGREEMENT.

28. **AUTHORIZATION**

Each party has expressly authorized the execution of this AGREEMENT on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this AGREEMENT.

29. **ENTIRE AGREEMENT BETWEEN PARTIES**

Except for CONSULTANT'S proposals and submitted representations for obtaining this AGREEMENT, this AGREEMENT supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

30. **PARTIAL INVALIDITY**

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

31. **NOTICES**

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

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

TO CONSULTANT: Todd Bartolome, Senior Resident Engineer
Cannon Corporation
1050 Southwood Drive
San Luis Obispo, CA 93401

32. **COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES**

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

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

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

Michael Cannon, President

ATTEST

Deborah Lopez, City Clerk

Bruce Ray, Chief Financial Officer

APPROVED AS TO FORM:
MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:

A1BF8F896161498...

Winnie Cai, Assistant City Attorney

EXHIBIT A SCOPE OF WORK

Services Provided by the CITY

The services provided by the CITY will include the following:

- Coordination of permitting requirements, right-of-way access authorization, air-quality/environmental permits, etc., and associated fees.
- Coordination of property rights of entry, temporary construction easements, and any critical coordination with property owners regarding property issues.
- Coordination with the public and lead public outreach (CONSULTANT shall coordinate and reflect same program and messaging with the public).
- Provide plans, specifications, contract documents, etc., in support of the project.
- General coordination and guidance with the various CITY Departments, as needed, via the CITY Project Manager contact.
- CITY staff will manage the project design consultant and any design-support services performed by them; CONSULTANT shall fully coordinate and communicate with design consultant staff, as needed.

CONSULTANT SERVICES

Task 1: Pre-Construction Phase Services

SUMMARY: The approach and intent of the CONSULTANT is to provide the coordination and preparatory steps and scope necessary to facilitate the initial stages of the project and kick-off of the construction contract administration, including file/document control preparation, coordination meetings, initial critical submittals, etc.

1.1 Review Contract Documents

The CONSULTANT shall review the construction contract and specifications to verify that obligations placed upon the Contractor are consistent with the needs and expectations of the CITY and that these obligations are sufficient to allow the CONSULTANT to work effectively with the Contractor in the best interests of the CITY. The CONSULTANT shall review the outcome of this assessment with the CITY Project Manager and shall provide potential recommendations regarding the project.

1.2 Kickoff Meeting

The CONSULTANT shall arrange and participate in a kickoff meeting to establish a Project Management Team (PMT) consisting of CONSULTANT staff, CITY staff, design consultant staff, potential ancillary support consultants, and necessary utility contacts. The purpose of this meeting is to review the construction contract documents, clarify issues, establish public interaction, establish working relationships, and review and verify mutual understanding of contract administration issues.

1.3 Contract Administration, Document Control and File System Preparations

The CONSULTANT shall coordinate the details of the file keeping and document control systems with the CITY Project Manager. Coordination shall be provided based on standard public works procedures, such as the Caltrans Local Assistance Procedures Manual. The CONSULTANT shall establish and organize the files and template documents according to the details and system agreed upon with the CITY Project Manager in preparation for the start of work.

1.4 Conformed Set

The CONSULTANT shall review the construction plans and specifications and prepare a conformed set of documents – Plans and Specifications – that include addenda, RFIs, Contractor's bid proposal, and contract.

1.5 Submittal Processing

The CONSULTANT shall establish, with the assistance of the Design Engineer, a list of the submittals that shall be required of the Contractor; the CONSULTANT shall coordinate this list with the Contractor, to receive and process the required submittals in accordance with the Contractor's material procurement and activity schedule. The CITY shall assist in review and approval of submittals that require longer-lead time items, such as poles and cabinets.

1.6 Pre-construction Conference

A pre-construction conference shall be scheduled once the Notice to Proceed has been issued. The CONSULTANT shall develop a pre-construction agenda and submit to the CITY for review a minimum of five days prior to the scheduled pre-construction conference. Appropriate parties shall be invited, including the Contractor, CITY staff, project design consultant, ancillary support consultants, other involved entities, and utility companies. The CONSULTANT shall review with the Contractor, on an overall basis the plans and specifications for the Contractor's work and the interrelationship with other work that shall take place in the construction vicinity. This review shall confirm the Contractor's full understanding of the project.

The CONSULTANT shall distribute meeting minutes to attending parties. The meeting must include the Contractor's responsibility of such items as project points of contact, emergency contacts, communication, safety/traffic control, public relations, permit and environmental requirements, site access, agreements, labor compliance, order of work, materials certification, weekly meetings, submittals and RFI's, quality control, stormwater pollution controls, procedures for handling extra work or change of conditions, establishing partnering session work or change of conditions, schedule updates, progress pay requests, highlighting any critical construction items specific to this project, dispute procedures, etc.

Task 2.0: Construction Phase Services

SUMMARY: The approach and intent of the CONSULTANT services during this phase is to provide complete and independent construction management services to the project, as well as on-site inspection and observation of the physical construction activity.

2.1 Coordination of Contract Execution

The CITY and the CONSULTANT shall determine a mutually agreed upon schedule to mobilize to the project the construction management and the inspector roles, based upon the start of work and initiation of activity by the Contractor. The CONSULTANT shall implement record keeping documentation and contract administration systems developed during the pre-construction phase.

2.2 Project Communication and Coordination

The CONSULTANT shall facilitate project communication and coordination between the CITY, the Contractor, the design engineer, emergency services, utilities, local business, property owners and residents, and materials testing technicians throughout the construction phase. The weekly progress meetings shall help the construction team stay abreast of project issues and progress. A monthly progress report shall be submitted to the CITY by the CONSULTANT.

2.3 Construction Progress Meetings

The CONSULTANT shall determine an appropriate schedule for conducting project progress meetings, typically held on a weekly basis. Meetings shall include a discussion of the project status, the next items of work, and coordination efforts that may be needed to progress the project. The meeting shall provide a forum to discuss and resolve project issues early on and confirm it remains manageable. Additional special meetings may be required to address special issues and conditions in further detail.

CONSULTANT shall schedule and chair the meetings and provide agenda's and meeting minutes to the project team.

2.4 Project Schedule Review

Starting with the submittal stage, the CONSULTANT shall review and critique the Contractor's proposed project schedule until an acceptable Baseline Schedule is accepted. Once the Baseline Schedule is established, CONSULTANT shall work with the Contractor to continuously (weekly) monitor the actual activity progress with respect to the Baseline. The Contractor shall provide schedule updates monthly, or as needed in accordance with the execution of the work. Proposed schedule updates shall be reviewed and critiqued by the CONSULTANT in cooperation with the CITY and shall be processed within the formal submittal system.

2.5 Submittal and Request for Information (RFI) Management

The CONSULTANT shall manage and maintain a log of, shop drawings, samples, submittals, and RFI's to determine the following:

1. Short-term look-ahead schedules contain critical submittal dates and logs reflect the same;
2. Submittals from the Contractor are received, logged, and timely processed;
3. Submittals are timely reviewed by the appropriate reviewing body and returned to the Contractor to reduce lost production time;
4. Logs are updated on a regular basis;
5. Shop drawings and Temporary Water Pollution Control Plan (WPCP) have been approved and returned before associated work begins;
6. Copies of submittals, samples, and RFI's are maintained in the hard copy and electronic file (City standard electronic filing system).

CONSULTANT shall continuously update the CITY Project Manager with RFI and Submittal items, responses, and logs, and provide review of the general status with the project team at the Weekly Progress Meetings.

2.6 Change Order Management

The CONSULTANT shall review the Contractor's proposed requests for change orders to confirm that project issues are brought to the surface and addressed in a timely manner. The CONSULTANT shall investigate proposed change orders submitted by the Contractor and confirm the CITY has agreed to the Contractor's proposed change order details and back-up.

Change order submittals shall include clear and complete supporting records. The CONSULTANT shall review necessary and desirable changes to the project and advise the CITY's Project Manager of the potential change order impacts. The CONSULTANT shall provide the following:

1. Assemble documentation to include such items as inspection reports, test reports, drawings, sketches, photographs, and other materials, as required.
2. Maintain a change order log as a means to tracking change order proposals through the review and approval process. The CONSULTANT shall establish files for potential change orders or claims so as to accumulate documentation should the issues result in a change order or claim.

2.7 Quantity Calculations and Progress Estimates

The CONSULTANT shall confirm quantity calculations are complete, accurate and submitted each month to process the Contractor's progress pay estimate. The Inspector shall keep track of item quantities and extra work performed and assist the Construction Manager to confirm accurate and timely monthly estimates for the project. The Inspector shall reach an agreement on daily quantities with the Contractor's foreman to identify potential disputes to the work in question as soon as possible. The CONSULTANT shall review the Contractor's monthly Request for Payment and recommend approval for payment to the CITY.

2.8 Construction Observation/Inspection

The CONSULTANT shall be responsible for inspection and documentation of construction tasks, including adherence to the project plans and specifications; safe and quality implementation of the work activity; detours; construction staging; traffic control; pedestrian and bicycle access; drainage; NPDES requirements; lane closures; and pavement delineation.

CONSULTANT shall confirm thorough site documentation by taking pre-construction site photos to document the existing condition of the project limits and haul routes, as well as on-going construction progress photos. The CONSULTANT shall document construction as it progresses. Photos shall be logged and filed in the project files.

2.9 Quality Assurance and Materials Testing – CONSULTANT & SUB-CONSULTANT

The CONSULTANT shall collect, review, and confirm accuracy of material tickets, documentation, and certificates of compliance, to be in accordance with the construction contract plans and specifications, and shall maintain organized document control in this category. The CONSULTANT shall coordinate with our subconsultant, for specific materials sampling and QA testing, as required, and shall include resultant reports and test results in the formal record documents.

2.9.1 Construction Engineering Support Services

SUB-CONSULTANT shall provide construction engineering support throughout the duration of the FDR, AC and Concrete elements of the project. SUB-CONSULTANT shall attend the pre-construction meeting, review material submittals, job mix formulas and test results.

2.9.2 Laboratory Testing and Quality Assurance for FDR Construction

During the FDR process, SUB-CONSULTANT shall collect samples throughout the project limits and shall provide the following:

- *Coarse aggregate gradation (CTM 202),*
- *Relative wet density (CTM 216), and a*
- *3-day and 7-day unconfined compressive strengths (ASTM D1633).*
- *Samples shall be collected every 1,000 SY to perform CTM 202 and ASTM D1633.*

SUB-CONSULTANT shall provide personnel, during the FDR construction process who shall verify the contractor is achieving at least 95-percent compaction. SUB-CONSULTANT shall also perform in-place relative wet density monitoring using a nuclear density gauge and shall fabricate unconfined compressive strength specimens on site.

2.9.3 Laboratory Testing and Quality Assurance for AC/ARHM Construction

SUB-CONSULTANT shall inspect paving operation of the surface course placement and shall coordinate to pick up daily samples for testing during all paving operations. SUB-CONSULTANT shall provide QA inspection during the laydown process to verify thickness control and temperature monitoring. The QA shall be using a nuclear gauge to monitor compaction. On the first day of paving for each type of AC material, SUB-CONSULTANT shall perform QA on the production start-up to ensure the contractor's QC is in place and within tolerance. *The contractor's QC lab shall be responsible for coring the placed AC to correlate the nuclear gauge density and running a set of mix and aggregate test to verify the materials with the JMF (Job Mix Formula) on all the surface course material.*

2.9.4 Verification and Determination of Compliance and Acceptance

SUB-CONSULTANT shall provide QC monitoring of the materials and contractor's compliance to the plans and specifications throughout the project and shall immediately report non-compliant issues to CONSULTANT.

2.10 WPCP and Permits

In coordination with direction and expectations provided by the CITY Project Manager, the CONSULTANT shall monitor construction activity and coordinate with permitting agencies, as needed, to confirm work items are performed in accordance with the permit requirements.

2.11 Reporting and Record Keeping

The CONSULTANT shall maintain the document control and file management system in accordance with the structure and procedures agreed-upon with the CITY's Project Manager during the Pre-construction Phase. Critical record-keeping categories shall include daily field reports, meeting minutes, correspondence, RFIs, submittals, certificates of compliances, records of material testing, photo log, CCO log, submittal log, contact change orders, NOPCs, quantity documentation, and progress pay estimates. The CONSULTANT shall be responsible to confirm the CITY Project Manager has access to the most current documents included in the CONSULTANT's record-keeping system.

2.12 Safety

The Contractor is the primary responsible party for maintaining compliance with safety requirements on the construction site for activity and participants. The CONSULTANT shall monitor the Contractor's general compliance with their safety program and advise the CITY of observed deficiencies. The Construction Safety Orders, the Caltrans Safety Manual, and the Contractor's safety plan shall guide the CONSULTANT's field safety monitoring activity.

DELIVERABLES

- Daily and weekly reports / correspondence
- Verified grades from construction staking.
- Coordinate field and laboratory testing services.
- Logs of submittals/RFIs
- Progress meeting minutes and agendas
- Track shop drawing reviews and RFIs from Contractor with design consultants
- Track materials incorporated into the project
- Bid item quantity documentation
- Contractor progress payments, per CITY format
- Tracked CCOs, extra work, supplemental work, project contingency balance
- Confirm permit requirements are being followed
- Coordination of review and approval of Contractor's WPCP (when applicable)
- Monitor project BMP's are installed and maintained
- Labor Compliance
- Construction document files per Local Assistance Procedure Manual - based system
- Coordination with CITY's Project Manager and related CITY Departments/staff
- Construction engineering to assist with necessary field design changes.
- Monitor project for safety on a daily/on-going basis
- Monitor surrounding area for safety concerns to public that may be a result of project work (traffic control, impact to adjacent streets)

Task 3.0: Post-Construction Phase Services

SUMMARY: The approach and intent of the CONSULTANT services during this phase is to facilitate final review, completion, acceptance, and close-out of the construction activities. CONSULTANT shall work with the CITY Project Manager, related CITY Departments, project design engineer, ancillary support consultants, and pertinent project team stakeholders to confirm and closeout outstanding work items and project documentation for turnover to the CITY.

3.1 Final Inspection and Punch List

The CONSULTANT shall, in conjunction with the CITY, inspect the near-completed facilities to identify discrepancies and deficiencies in the work performed by the Contractor, in accordance with the Contract Documents, and shall subsequently prepare the necessary punch list to identify such items. Upon correction and re-inspection of omissions and deficiencies, the CONSULTANT shall report to the CITY Project Manager on the completion of the project, schedule a final walk-through with the appropriate CITY staff, and recommend acceptance and approval of final payment to the Contractor. The CONSULTANT

shall assist with the preparation and signing of the Acknowledgement of Construction Closeout and Release of Claims form.

3.2 As-Built Drawings

The CONSULTANT shall regularly review the project as-built drawings produced by the Contractor and require that the as-built drawings reflect the current project conditions. The CONSULTANT shall provide the CITY and the Design Engineer with a copy of the Contractor's as-built drawings and sufficient additional information to prepare certified final record as-built drawings.

3.3 Project Closeout

Upon completion of the work and after items on the punch list have been addressed, the CONSULTANT shall prepare and submit the final payment package to the Contractor, in accordance with the CITY's direction. The CONSULTANT shall submit final project records and reports (including laboratory and plant testing reports), manufacturer's certificates and pictures and videos of various phases of construction.

DELIVERABLES:

- Furnish As-Built documentation to the design consultant for preparation of as-built record drawings.
- Perform final walk-through(s) with the CITY and Contractor.
- Prepare final construction report for the project.
- Organize and submit turnover documents of final project files to the CITY. Turnover documents to be submitted with hard-copies in three-ring binders and an electronic copy in PDF format.

Task 4.0: Contingency Services

This task is a contingency category for additional Construction Management and Inspection services by the CONSULTANT, to be provided at the request of the CITY, based on additional unanticipated changes or unforeseen conditions. Anticipated scope of services are similar to those defined in Tasks 1 – 3. This work shall only be performed with the written authorization from the CITY.

**EXHIBIT B
FEE SCHEDULE**

Role	Name	Rate
Cannon Corp.		
Principal Engineer	Patrick Riddell, PE	185.00
Sr. Resident Engineer	Todd Bartolome, PE	172.00
Constr. Inspector	Project Inspector	120.00
Office Engineer - Doc. Control	Office Engineer	98.00
Constr. Inspector - Prev.Wage	Project Inspector - PW	140.00
Pavement Engineer Inc.		
Sr. Principal Engineer		240.00
Associate Engineer		165.00
Clerical		80.00
QA Manager		165.00
Lab Manager		165.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	CONTACT NAME: Christine Silan PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com														
License#: 6003745 CANNCOR-02	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Continental Insurance Company</td> <td style="text-align: center;">35289</td> </tr> <tr> <td>INSURER B : Valley Forge Insurance Company</td> <td style="text-align: center;">20508</td> </tr> <tr> <td>INSURER C : Hartford Casualty Insurance Company</td> <td style="text-align: center;">38288</td> </tr> <tr> <td>INSURER D : Beazley Insurance Company Inc</td> <td style="text-align: center;">37540</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Insurance Company	35289	INSURER B : Valley Forge Insurance Company	20508	INSURER C : Hartford Casualty Insurance Company	38288	INSURER D : Beazley Insurance Company Inc	37540	INSURER E :		INSURER F :	
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INSURED Cannon Corporation 1050 Southwood Drive San Luis Obispo CA 93401															

COVERAGES **CERTIFICATE NUMBER: 255198542** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____	Y	Y	6079204724	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	6079210751	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	57WEOL6H1H	9/1/2020	9/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			V27737190102	9/1/2020	9/1/2021	Limit \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Umbrella Liability policy is a follow-form to underlying General Liability/Auto Liability/Employers Liability.
 RE: Project : 190824.01 City of Goleta 20-21 Pavement Rehabilitation.
 City of Goleta, its employees, officials, agents and member agencies are named as additional insureds as respects general liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording.

CERTIFICATE HOLDER

CANCELLATION 30 Day Notice of Cancellation

City of Goleta 130 Cremona Drive, Suite B Goleta CA 93117	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---



CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** in the performance of your ongoing operations subject to such **written contract**; or
 - B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

- A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B.** additional insured coverage with "arising out of" language; or
- C.** additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- A.** coverage broader than required by the **written contract**; or
- B.** a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

- A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
- B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

VALLEY FORGE INSURANCE COMPANY

Insured Name: CANNON CORPORATION

Policy No: 6079204724

Endorsement No: 19

Effective Date: 09/01/2020




CNA PARAMOUNT
Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement
Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS is amended to add the following definition:**

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**;
 for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

VALLEY FORGE INSURANCE COMPANY

Insured Name: CANNON CORPORATION

Policy No: 6079204724

Endorsement No: 19

Effective Date: 09/01/2020



CNA PARAMOUNT

Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

00020002460792047243228



CNA75008XX (10-16)

Page 1 of 1

VALLEY FORGE INSURANCE COMPANY

Insured Name: CANNON CORPORATION

Policy No: 6079204724

Endorsement No: 23

Effective Date: 09/01/2020



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 57WEOL6H1H

Endorsement Number:

Effective Date: 09/01/2020

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address:

Cannon Corporation
1050 Southwood Drive
San Luis Obispo, CA 93401

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by _____

Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2807366

DATE (MM/DD/YYYY)
7/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Affinity, LLC P. O. Box 879610 Kansas City, MO 64187-9610	CONTACT NAME: Lockton Affinity, LLC PHONE (A/C, NO Ext): 877-320-9393 E-MAIL ADDRESS: EFM@locktonaffinity.com FAX (A/C, No): 913-652-7599														
INSURED Cannon Corporation 1050 Southwood Dr San Luis Obispo, CA 93401-5813	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: Old Republic Insurance Company</td> <td style="text-align: center;">24147</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Old Republic Insurance Company	24147	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES	CERTIFICATE NUMBER	REVISION NUMBER
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																										
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) GPBR: 2FL5
 Policy provides protection for any and all operations/jobs performed by the named insured where required by written contract. Certificate holder is an Additional Insured where required by written contract. Waiver of Subrogation included by written contract. Insurance is primary and non-contributory. Project: 190824.01 City of Goleta 20-21 Pavement Rehabilitation. The City of Goleta, its employees, officials, agents and member agencies are additional insureds.

CERTIFICATE HOLDER	CANCELLATION
--------------------	--------------

City of Goleta 130 Cremona Drive, Suite B Goleta, CA 93117	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Schedule

Person(s) or Organization(s): Any person(s) or organization(s) as required by written contract or agreement.

1. **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is amended to include the person(s) or organization(s) designated in the Schedule above but only for damages:
 - a. Which are covered by this insurance; and
 - b. Which you have agreed to provide in a written contract.
2. The limits of insurance afforded to such person(s) or organization(s) will be:
 - a. The minimum limits of insurance which you agreed to provide, or
 - b. The limits of insurance of this policywhichever is less.

ATTACHMENT 4

2020-2021 Pavement Rehabilitation Project PowerPoint Presentation



City of Goleta
DEPARTMENT OF PUBLIC WORKS

2020-2021 Pavement Rehabilitation Project

September 21, 2021

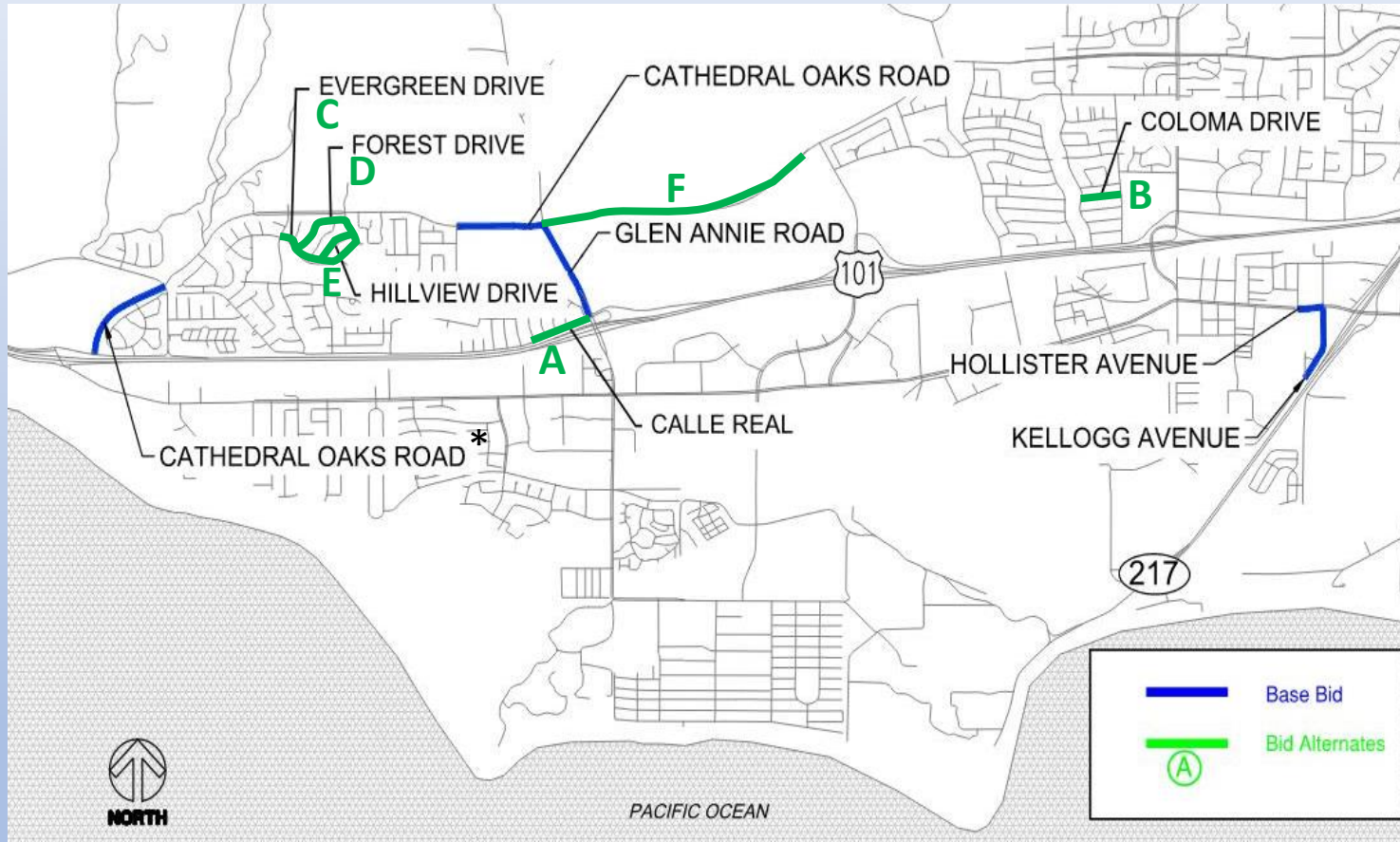
City of Goleta
DEPARTMENT OF PUBLIC WORKS
2020-2021 Pavement Rehabilitation Project

➤ Project Background

- On November 5, 2020, City Council received an update to the Pavement Management Program (PMP) and approved the paving priority list and directed staff to proceed with design.
- On June 15, 2021, City Council approved plans and specifications for the 2020-2021 Pavement Rehabilitation Project and authorized staff to advertise a notice inviting bids.
- The Public Works Department advertised the project and bids were opened virtually via PlanetBids on July 29, 2021. The City received a total of three bids.

City of Goleta
DEPARTMENT OF PUBLIC WORKS
2020-2021 Pavement Rehabilitation Project

➤ Project Location Map with Base Bid and Bid Alternates



* Full roadway reconstruction needed. Interim roadway repair proposed at this time until Cathedral Oaks Road Cribwall Repair is completed.

City of Goleta
DEPARTMENT OF PUBLIC WORKS
 2020-2021 Pavement Rehabilitation Project

➤ Bid Received

<u>Contractor</u>	<u>City</u>	<u>Base Bid Amount</u>	<u>Total Bid Amount</u>
Toro Enterprises, Inc.	Oxnard, CA	\$ 2,429,262.52	\$ 5,807,003.10
Granite Construction, Inc.	Santa Barbara, CA	\$ 2,787,999.00	\$ 6,809,622.00
CalPortland Construction	Santa Maria, CA	\$ 2,860,508.90	\$ 6,957,806.90
Engineer's Estimate		\$ 3,000,000	\$ 7,500,000

City of Goleta
DEPARTMENT OF PUBLIC WORKS
 2020-2021 Pavement Rehabilitation Project

➤ Responsive Lowest Bidder

<u>Bid Summary for Toro Enterprises, Inc.</u>	<u>Engineer's Estimate</u>	
Base Bid	\$ 2,429,262.52	\$ 3,000,000
Bid Alternate A (Calle Real)	\$ 755,626.63	\$ 900,000
Bid Alternate B (Coloma Drive)	\$ 148,486.20	\$ 150,000
Bid Alternate C (Evergreen Drive)	\$ 536,759.80	\$ 650,000
Bid Alternate D (Forest Drive)	\$ 221,173.00	\$ 250,000
Bid Alternate E (Hillcrest Drive)	\$ 217,791.00	\$ 200,000
Bid Alternate F (Cathedral Oaks Road)	\$ 1,497,903.95	\$ 2,350,000
TOTAL	\$ 5,807,003.10	\$ 7,500,000

City of Goleta
DEPARTMENT OF PUBLIC WORKS
2020-2021 Pavement Rehabilitation Project

➤ Project Budget and Funding

- The budget for construction funds for the 2020-2021 Pavement Rehabilitation Project is approximately \$3,825,000 available in General Fund, Gas Tax, SB1 RMRA, LSTP, and Measure A funding.
- Based on the bids received the City would only be able to award the Base Bid roadway segments with the current budget. Additional funding is necessary to award the Bid Alternates roadway segments.
- Public Works is recommending City Council award the Base Bid and all Bid Alternates "A through F", given the advantageous bids received and the City's pavement maintenance needs.

City of Goleta
DEPARTMENT OF PUBLIC WORKS
 2020-2021 Pavement Rehabilitation Project

➤ Project Costs and Funding

Project Components	Estimated Costs	Funding Source	Funding Amounts
Project Management (Construction)	\$ 56,000	Gas Tax (201)	\$ 1,976,000
Construction	\$ 5,807,000	RMRA (203)	\$ 1,098,000
Construction Contingency/CCO	\$ 1,162,000	Measure A (205)	\$ 516,000
CM (Consultant)	\$ 700,000	LSTP (306)	\$ 235,000
		<i>General Fund (101) Proposed</i>	\$ 3,900,000
Total:	\$ 7,725,000	Total:	\$ 7,725,000

City of Goleta
DEPARTMENT OF PUBLIC WORKS

2020-2021 Pavement Rehabilitation Project

➤ Recommendations

- A. Authorize an additional appropriation of \$3,900,000 from the General Fund unassigned fund balance to the Pavement Rehabilitation Maintenance account 101-50-5800-51073; and
- B. Authorize the City Manager to execute a construction contract with Toro Enterprises, Inc. for the 2020-2021 Pavement Rehabilitation Project in the not-to-exceed amount of \$5,807,003.10, subject to the requirements of the contract documents; and
- C. Authorize the City Manager to approve contract change orders for the 2020-2021 Pavement Rehabilitation Project, if necessary, in an amount not-to-exceed \$1,161,400.62; and
- D. Award and authorize the City Manager to execute a Professional Design Services Agreement with Cannon Corporation in an amount not-to-exceed \$700,000 for Construction Management and Inspection services with a termination date of December 31, 2022.

City of Goleta

DEPARTMENT OF PUBLIC WORKS

2020-2021 Pavement Rehabilitation Project

Questions?