



**TO:** Mayor and Councilmembers

**FROM:** Luz "Nina" Buelna, Public Works Director

**PREPARED BY:** Daniel Virgen, Assistant Engineer

**SUBJECT:** Authorization to Advertise for Bids for the 2025 Residential Resurfacing and Arterial Pavement Projects

**RECOMMENDATION:**

Authorize staff to advertise a notice inviting construction bids for the 2025 Residential Resurfacing and Arterial Pavement Projects.

**BACKGROUND:**

The City of Goleta owns and manages approximately 85 centerline miles of roadways that serve the transportation needs of all roadway users. Roadways include medians, curbs, gutters, sidewalks, landscaping, and traffic signs and signals. The City uses the Pavement Management Program (PMP) to help preserve its roadway assets, which involves monitoring pavement conditions and developing scheduled maintenance activities and projects accordingly. Additionally, the PMP is an essential planning resource, assisting staff in establishing a priority list of roadways for the City's annual pavement projects. Pavement projects can range from resurfacing to complete reconstruction.

The City-hired consultant, Pavement Engineering, Inc. (PEI), evaluated the City's roadway network and provided an updated assessment allowing the City to calculate the current pavement condition index (PCI) and run budget scenarios to better understand fiscal impacts and needs. The PCI is a visual representation of a road's condition, ranked on a scale from 1 to 100, with 1 being the worst and 100 being the best. The City's PCI is currently 58, following the completion of the 2023 Paving Project in the 2024 construction season. Public Works will focus on consistently delivering annual pavement projects to maintain and enhance our streets' condition.

Two pavement projects have been designed to extend the lifespan of the City's roadways. The 2025 Arterial Pavement Project targets streets requiring rehabilitation treatment. The 2025 Residential Resurfacing Project focuses on preventive maintenance by applying resurfacing treatments such as crack seal and slurry seal. These treatment applications will seal the pavement surface and protect the existing asphalt surface against water

intrusion, prevent oxidation of the existing asphalt surface, and provide a new surface with improved skid resistance. Such preventive maintenance will extend the pavement infrastructure's life and improve road users' safety while reducing future repair costs. This approach is more economical to maintain pavement than to repair or replace it after significant damage occurs. Separating both projects can lower the cost of traffic control, subcontractor work, and material markups.

Both projects employ the PMP critical point management approach to choose and prioritize which streets will receive treatment. This critical approach considers pavements at various stages on the deterioration curve rather than focusing solely on those in the best or worst condition. Doing so effectively optimizes the limited budget by ensuring the appropriate treatment is applied to the proper pavement at the right time.

Staff have included the Storke Road/Hollister Avenue Transit, Bike/Ped, and Median Improvements Project (Project No. 9062) as a bid alternative to the 2025 Arterial Pavement Project to leverage construction bids at a larger scale and use Measure A grant funds awarded to this project. The plans and specifications have been completed as the project aims to improve safety conditions along the existing corridor on Storke Road and at the Storke Road and Hollister Avenue intersection. This project will merge the two southbound bus stops on Storke Road into one, implement median improvements, and improve traffic and bike patterns.

## **DISCUSSION:**

### **2025 Arterial Pavement Project**

This project involves replacing pavement with hot mix asphalt, upgrading American with Disabilities Act (ADA)-compliant curb ramps, and updating traffic striping and markings. It addresses the pavement replacement needs in a residential neighborhood to prepare the road for the upcoming 2025 Residential Resurfacing Project. The work includes a base bid and additional roadway segments listed as additive alternates, ensuring the budget is utilized to its fullest potential.

The roadway segments for the base and alternative bid locations are shown on the location map (see Attachment 1). These locations include repaving portions of:

- Calle Real
- Northeast Goleta Neighborhood
- Berkeley Road
- Hollister Avenue
- South Fairview Avenue
- Storke Road
- Los Carneros Road

### 2025 Residential Resurfacing Project

This project includes a new pavement surface of slurry seal and replacing traffic striping and markings. The street segments that will be slurry sealed are portions of the Northeast Goleta Neighborhood (See Attachment 4).

Construction for both projects is anticipated to begin in late summer 2025 and be completed by early fall 2025. By bidding the projects around the same time as separate contracts, the City can leverage construction firms to reduce mobilization costs and potentially secure lower bid prices. The bid documents have been structured to ensure that the 2025 Arterial Pavement Project begins before the 2025 Residential Resurfacing Project, addressing pavement replacement needs before slurry sealing. All roads will remain open during construction, with work hours adjusted based on each roadway's traffic characteristics. Due to high daytime traffic volumes on certain roads, nighttime work will likely be required.

### Public Outreach

Resurfacing and rehabilitating neighborhood streets can cause inconveniences for residents. For instance, there may be instances when on-street parking will be temporarily restricted during the project. Some residents may also be concerned about whether they will still have access to their homes or if garbage collection will continue as scheduled. We recognize these concerns and are committed to addressing the community's needs. As a result, we prioritize public outreach in our annual resurfacing program. Below is our communication plan:

1. About two months before the planned work, we send a letter to each resident in the project area explaining the planned work, the type of pavement treatment that will be used, what the residents can expect before, during, and after the project. We will invite the residents to attend an evening meeting scheduled by City staff. At that meeting, City staff will provide the residents with an overview of our street maintenance program and what the project in their neighborhood would entail. We then answer any questions the residents may have. We hold this meeting about one month before the planned work.
2. About two weeks before the planned work, a letter is sent to each resident in the project area, reminding them of the upcoming work. The letter includes information very similar to what was included in the first letter and a color-coded map showing which streets are planned to be slurry sealed on which dates.
3. Five working days before work begins on any given street, the contractor hangs a notice on the door at each residence listing the street, date, and times of prohibited parking.
4. 72 hours before the work is to begin on any given street, the contractor places temporary "no parking" signs mounted on barricades along the street. These signs contain the days and times when parking will be prohibited.

**FISCAL IMPACTS:**2025 Arterial Pavement Project

The engineer's estimate for the construction cost of the base bid for the 2025 Arterial Pavement Project is \$8,100,190, while the estimated cost for the additive alternates 1 through 5 is \$7,812,775. The combined construction cost of the base bid and the additive alternates is approximately \$15,912,965.

Table 1 shows the total estimated project costs and base bid construction costs.

Table 1: Project Cost Estimates for the 2025 Arterial Pavement Project (Base Bid)

<b>Project Components</b>	<b>Estimated Costs</b>
Design (Consultant)	\$234,104
Construction (Base Bid)	\$8,100,190
Construction Contingency/CCO	\$1,620,038
CM (Consultant)	\$1,749,641
Staff Time	\$87,000
<b>Total:</b>	<b>\$11,790,973</b>

Table 2: Proposed Construction Engineer's Estimates for the 2025 Arterial Pavement Project (Additive Alternates)

<b>Project Components</b>	<b>Estimated Costs</b>
Construction (additive alternates)	\$7,812,775

2025 Residential Resurfacing Project

The engineer's estimate for the construction cost of the 2025 Residential Resurfacing Project is \$765,142. The table below details the total estimated project costs.

Table 3: Project Cost Estimates for the 2025 Residential Resurfacing Project

<b>Project Components</b>	<b>Estimated Costs</b>
Design (Consultant)	\$41,312
Construction	\$765,142
Construction Contingency/CCO	\$153,028
CM (Consultant & Staff)	\$165,270
Staff Time	\$54,000
<b>Total:</b>	<b>\$1,178,752</b>

Based on the engineer's estimate, sufficient funds are available to cover the base bids for both projects, but the selection of the bid alternatives will depend on the bid pricing received. Public Works staff is collaborating with the Finance Department to identify additional funding sources as needed. The project funding will utilize a combination of General Fund, Gas Tax, Local Surface Transportation Program (LSTP), Measure A, and Road Maintenance and Rehabilitation Account—Senate Bill 1 (RMRA-SB1) resources.

**ALTERNATIVES:**

The City Council may elect not to authorize staff to advertise for construction bids for the 2025 Residential Resurfacing and Arterial Pavement Projects. Doing so would delay the project schedule and construction.

**Legal Review By:** Isaac Rosen, Acting City Attorney

**Approved By:** Robert Nisbet, City Manager

**ATTACHMENTS:**

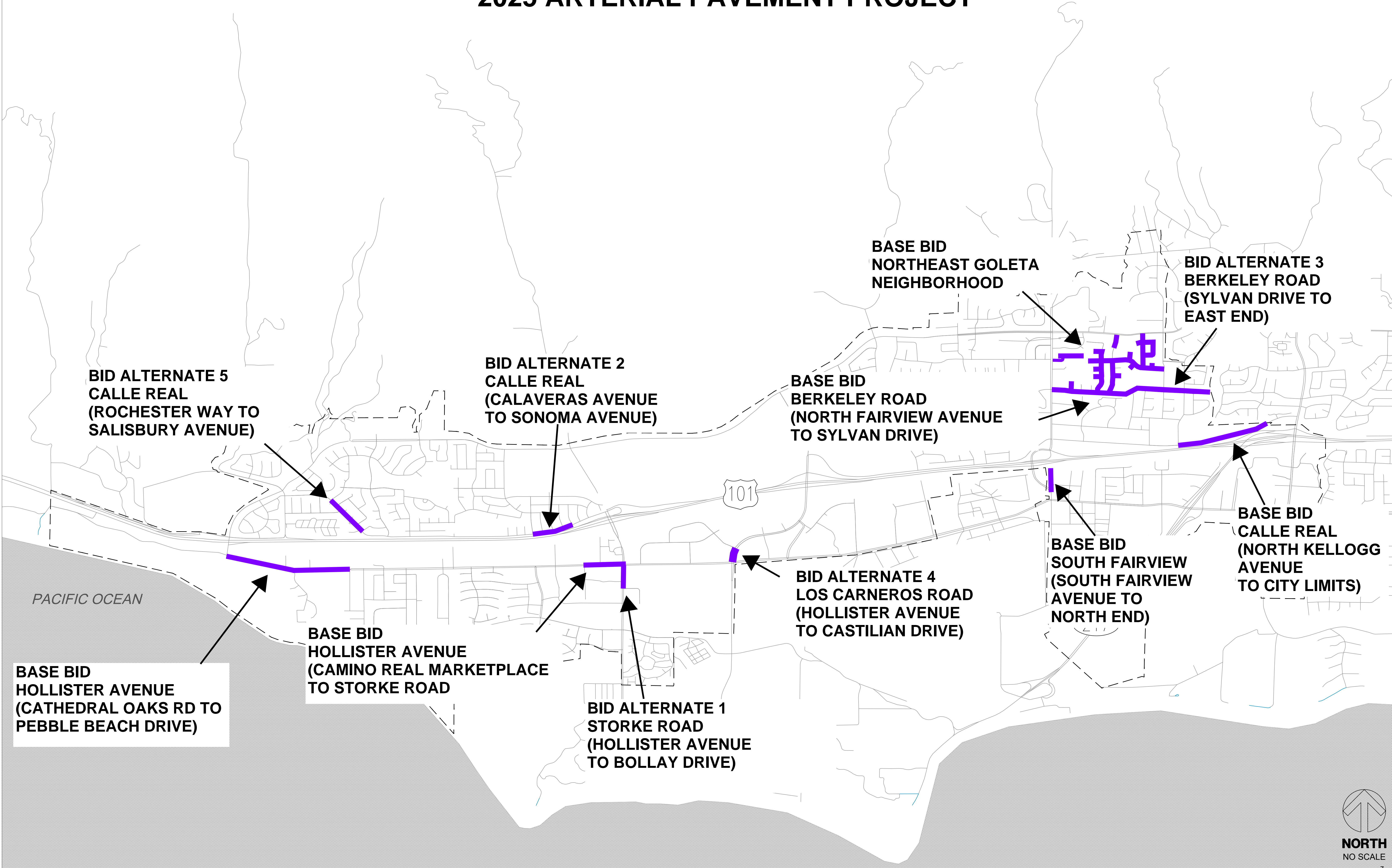
1. 2025 Arterial Pavement Project Location Map
2. 2025 Arterial Pavement Project – Plans
3. 2025 Arterial Pavement Project – Specifications
4. 2025 Residential Resurfacing Project Location Map
5. 2025 Residential Resurfacing Project – Plans
6. 2025 Residential Resurfacing Project – Specifications
7. Pavement Management Program PowerPoint Presentation

**ATTACHMENT 1**

**2025 ARTERIAL PAVEMENT PROJECT LOCATION MAP**

# CITY OF GOLETA

## 2025 ARTERIAL PAVEMENT PROJECT



**ATTACHMENT 2**

**2025 ARTERIAL PAVEMENT PROJECT PLANS**

# CITY OF GOLETA

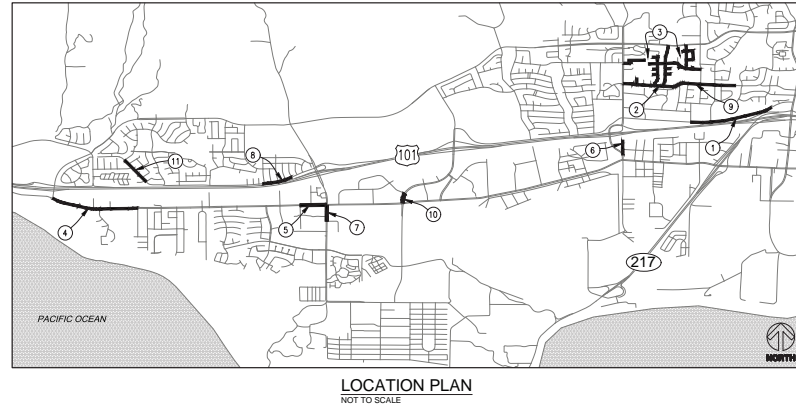
## 2025 ARTERIAL PAVEMENT PROJECT

### CONSTRUCTION DRAWINGS

### FOR

### VARIOUS STREETS

SHEET INDEX		
SHEET NUMBER	STREET NAME / SHEET DESCRIPTION	BASE BID / BID ALTERNATE
1	TITLE SHEET	-
2	GENERAL NOTES	-
3	TYPICAL SECTIONS	-
4	DETAILS	-
① 5 - 8	CALLE REAL (NORTH KELLOGG AVENUE TO CITY LIMITS)	BASE BID
② 9 - 12	BERKELEY ROAD (NORTH FAIRVIEW AVENUE TO SYLVAN DRIVE)	BASE BID
③ 13 - 26	NORTHEAST GOLETA NEIGHBORHOOD	BASE BID
④ 27 - 32	HOLLISTER AVENUE (CATHEDRAL OAKS ROAD TO PEBBLE BEACH DRIVE)	BASE BID
⑤ 33 - 34	HOLLISTER AVENUE (CAMINO REAL MARKETPLACE TO STORKE ROAD)	BASE BID
⑥ 35 - 36	SOUTH FAIRVIEW AVENUE (SOUTH FAIRVIEW AVENUE TO NORTH END)	BASE BID
⑦ 37 - 38	STORKE ROAD (HOLLISTER AVENUE TO BOLLAY DRIVE)	BID ALTERNATE 1
⑧ 39 - 40	CALLE REAL (CALAVERAS AVENUE TO SONOMA AVENUE)	BID ALTERNATE 2
⑨ 41 - 44	BERKELEY ROAD (SYLVAN DRIVE TO EAST END)	BID ALTERNATE 3
⑩ 45	LOS CARNEROS ROAD (HOLLISTER AVENUE TO CASTILIAN DRIVE)	BID ALTERNATE 4
⑪ 46 - 48	CALLE REAL (ROCHESTER WAY TO SALISBURY AVENUE)	BID ALTERNATE 5
49 - 52	CURB RAMP SUMMARY TABLES & PAY ITEMS	-
53 - 57	CURB RAMP ENLARGEMENTS	-
	THE STORKE ROAD / HOLLISTER AVE. TRANSIT, BIKE / PED, AND MEDIAN IMPROVEMENTS (30 TOTAL SHEETS)	CITY PROJECT NUMBER 9062



UTILITY CONTACT LIST		
UTILITY	CONTACT	PHONE NUMBER
GOLETA SANITARY DISTRICT	LUIS ASTORGA	805.967.4519
GOLETA WEST SANITARY DISTRICT	JUAN RAMIREZ	805.968.2617
GOLETA WATER DISTRICT	DAN BROOKS	805.964.6761
SOUTHERN CALIFORNIA GAS COMPANY	SHAWN LEE	805.535.5901



**Pavement Engineering Inc.**  
You can ride on our reputation  
Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

REVISIONS			
REF.	DATE	BY	DESCRIPTION

N/A	JANUARY 2025	DESIGNED BY
N/A	JANUARY 2025	DRAWN BY
N/A	JANUARY 2025	CHECK BY

**CITY OF GOLETA**  
DEPARTMENT of PUBLIC WORKS

RECEIVED BY:

CITY ENGINEER

ORIGINAL SIGNED DATE  
THE SIGNED DATE GROUP AND SIGNATURE GROUP  
SHALL BE IN CONFORMANCE WITH THE STANDARD SPEC  
PLANS AND SPECIFICATIONS

PROFESSIONAL SEAL  
C84897  
Exp. 12-31-2025  
STATE OF CALIFORNIA

**2025 ARTERIAL PAVEMENT PROJECT**  
GOLETA, CA

TITLE SHEET

CONTRACT No.	
ACCOUNT No.	
PROJECT No.	230268-02
SCALE	NO SCALE
SHEET 1 of 57	

1. STATIONING IS SHOWN ON PLAN SHEETS AND FOR REFERENCE ONLY UNLESS OTHERWISE INDICATED.
2. THE CONTRACTOR IS RESPONSIBLE FOR REPLACING ALL STRIPING WITHIN LIMITS OF WORK. STRIPING IS TO MATCH EXISTING UNLESS OTHERWISE SHOWN ON PLANS OR DIRECTED BY THE CITY ENGINEER. THE CONTRACTOR SHALL REMOVE ALL STRIPING PRIOR TO REMOVAL.
3. THE CONTRACTOR SHALL REMOVE EXISTING STRIPING AS NEEDED PRIOR TO PLACEMENT OF OVERLAYS.
4. FOR STREETS WHERE ONLY DIGOUTS ARE BEING PERFORMED, THE CONTRACTOR SHALL REPLACE ANY STRIPING REMOVED THE DIGOUTS IN KIND WITH PAINT.
5. NOT ALL UTILITIES ARE SHOWN ON PLANS. CONTRACTOR SHALL TIE DOWN EXISTING UTILITIES PRIOR TO OVERLAY, COULD PLANE, FULL DEPTH RECLAMATION, OR OTHER REPAIR WORK.
6. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (811) AT LEAST TWO (2) WORKING DAYS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION TO ALLOW UTILITY OWNER TO MARK THE LOCATION OF THEIR RESPECTIVE UNDERGROUND FACILITIES/UTILITIES, PUBLIC OR PRIVATE, SHOWN OR NOT ON THESE PLANS.
7. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS TO COMPLETE WORK.
8. FOR AREAS TO BE REMOVED & REPLACED, THE CONTRACTOR SHALL ONLY REMOVE MATERIAL QUANTITIES THAT CAN BE REPLACED DURING THE SAME WORK DAY.
9. THE CONTRACTOR SHALL CONTACT THE ENGINEER AT LEAST TWO (2) WORKING DAYS PRIOR TO THE COMMENCEMENT OF PAVING TO ALLOW THE ENGINEER TO MARK THE LIMITS OF PAVING AND LOCATIONS OF REMOVE & REPLACE AREAS.
10. CONTRACTOR SHALL DEVELOP AN HMA PAVING PLACEMENT PLAN THAT WILL ENSURE THAT NO LONGITUDINAL JOINTS REMAIN UNFINISHED IN THE SAME DIRECTION BETWEEN WORK SHIFTS DURING FINISH COURSE PLACEMENT.
11. CONTRACTOR SHALL REMOVE ANY EXISTING ASPHALT MATERIAL FROM GUTTER PAN WITHIN PROJECT LIMITS; CONTRACTOR SHALL PROTECT EXISTING PCC FACILITIES.
12. CONTRACTOR SHALL PROTECT VERTICAL EDGES ON LIMITS OF WORK. ANY BROKEN EDGES SHALL BE RE-CUT TO PROVIDE CLEAN STRAIGHT LINE.
13. CONTRACTOR SHALL DISPOSE OF ALL CONSTRUCTION WASTE IN A LEGAL MANNER.

1. PRIOR TO INSTALLATION OF NEW CONCRETE FACILITIES, CONTRACTOR SHALL COORDINATE WITH CITY REPRESENTATIVE FOR TRIMMING OR REMOVAL OF PRIVATE LANDSCAPE PLANTINGS. NO PLANT MATERIAL SHALL BE ALTERED OR OTHERWISE REMOVED WITHOUT PRIOR APPROVAL OF THE CITY.

2. ALL CONSTRUCTION SHALL BE CONSTRUCTED BASED ON CALTRANS 2013 STANDARD PLANS ABRA & AB8B AND THE PUBLIC RIGHTS OF WAY ACCESSIBILITY GUIDELINES (PROWAG). REFER TO STANDARD PLANS AB8A & AB8B FOR ADDITIONAL DETAILS & INFORMATION.

3. CONCRETE FACILITIES SHALL BE CONSTRUCTED PER THE SEPTEMBER 2011 EDITION OF THE SANTA BARBARA COUNTY STANDARD DETAILS (UNLESS OTHERWISE INDICATED):

- C/S & GUTTER: #4-030 & 4-045
- SIDEWALK: #4-045, 5-010 & 5-040
- TYPE A CURB: #4-030
- CROSS-GUTTER & SPANAL: #4-040
- SIDEWALK UNDERDRAM: #3-060
- DRIVEWAY: #4-040

\*CURB & GUTTER WIDTH SHALL WIDEN TO A 24" GUTTER PAV IN FRONT OF CURB RAMP LANDING THEN TAPER BACK TO THE ORIGINAL WIDTH UNLESS OTHERWISE NOTED ON PLANS.

5. PCC SIDEWALKS AND CURB RAMPS SHALL BE MIN. 6" THICK.

6. ALL FACES OF NEW OR RECONSTRUCTED CONCRETE SHALL BE FIN. 6".

7. ALL SAWCUTS THROUGH CONCRETE SHALL BE MADE AT 90 DEGREES. SAWCUTS SHALL BE SQUARE AND EXTEND FULL-DEPTH OF THE MATERIAL. SAWCUTS IN CONCRETE SHALL ALWAYS BE ON AN EXISTING JOINT LINE UNLESS OTHERWISE ALLOWED BY THE CITY'S REPRESENTATIVE PRIOR TO CUTTING. ANY CHIPPED, BROKEN OR OTHERWISE IRREGULAR CONCRETE OR ASPHALT PAVEMENT EDGES SHALL BE RE-SAWCUT AS DIRECTED BY THE CITY'S REPRESENTATIVE PRIOR TO REPLACING.

8. NEW CONCRETE FACILITIES SHALL BE DOWELED & EPOXIED TO EX. CONCRETE USING 18" LONG #4 BARS, EMBEDDED MINIMUM 9" AND SPACED @ 12" O.C. MAX. NEAREST DOWEL TO OUTERMOST FACE OF CONCRETE SHALL BE NO CLOSER THAN 3" UNLESS OTHERWISE DIRECTED BY CITY REPRESENTATIVE.

9. IF ANY EXISTING NEW CONCRETE SHALL EXTEND AT LEAST 2' FROM THE EDGE OF THE CONCRETE, AND EXTEND TO A DEPTH OF 0.67 OR MATCH EX. WHICHVER IS GREATER.

10. SEVERAL REMOVE & REPLACE AREAS WITHIN THE PAVEMENTS INCLUDING PRUNING & REMOVING EXISTING TREE ROOTS. IN ADDITION, THE CONTRACTOR SHALL ANTICIPATE PRUNING & REMOVING EX. TREE ROOTS AT ALL CONCRETE FACILITIES TO BE CONSTRUCTED OR REMOVED & REPLACED. NO TREE ROOTS SHALL BE REMOVED PRIOR TO THE CONSTRUCTION OF ANY CONCRETE FACILITIES.

11. IF NECESSARY, TREE CANOPIES SHALL BE TRIMMED AS NEEDED TO PROVIDE AT LEAST 15' OF CLEARANCE ABOVE ROADWAY SURFACES. TREE CANOPIES SHALL NOT BE TRIMMED WITHOUT PRIOR REVIEW AND APPROVAL BY CITY ARBORIST.

12. EXISTING LANDSCAPE MATERIALS BEHIND NEW CONCRETE CONSTRUCTION. THESE MATERIALS MAY INCLUDE BUT ARE NOT LIMITED TO: BARK MULCH, DECORATIVE ROCK, COBBLE OR BOLDERS, CONCRETE PAVERS, BRICK, TURF, & DECORATIVE EDGING. CONTRACTOR SHALL DISPOSE EX. LANDSCAPE MATERIALS TO THE MINIMUM AMOUNT POSSIBLE DURING DEMOLITION. LAYOUT & CONSTRUCTION OF RAMPS.

13. CONTRACTOR SHALL CAREFULLY SALVAGE & STORE ON-SITE SAID MATERIALS UNTIL CURB RAMP CONSTRUCTION IS APPROVED BY THE CITY'S REPRESENTATIVE. AFTER WHICH SALVAGED MATERIALS SHALL BE RESTORED TO THEIR ORIGINAL PLACEMENT & LOCATION. IF EXISTING MATERIALS CANNOT BE SALVAGED, CONTRACTOR SHALL PURCHASE & INSTALL W/SAME MATERIALS.

14. LANDSCAPE RESTORATION MAY ALSO INCLUDE REPAIR OR REPLACEMENT OF DAMAGED IRRIGATION FACILITIES CAUSED BY THE CONTRACTOR'S EFFORTS.

15. CONTRACTOR SHALL REPAIR OR REPLACE ALL REASONABLE CAUTION CONSTRUCTION TO AVOID DAMAGING IRRIGATION DRIFTLINES, LATERAL LINES, VALVES, POP-UP SPRINKLERS, ETC. ANY DAMAGED IRRIGATION FACILITIES SHALL BE REPAIRED OR RESTORED TO WORKING ORDER TO THE SATISFACTION OF THE CITY'S REPRESENTATIVE.

16. ANY FACILITIES ADJACENT TO ZONE OF CONSTRUCTION SHALL BE PROTECTED AT ALL TIMES BY THE CONTRACTOR TO AVOID DAMAGE TO SAID FACILITIES. IF IT IS THE CONTRACTOR'S OPINION THAT ITEM(S) CANNOT BE PROTECTED IN PLACE DURING THE WORK, CONTRACTOR SHALL NOTIFY THE CITY'S REPRESENTATIVE IN ADVANCE OF STARTING THE WORK. ANY ITEMS WHICH ARE TEMPORARILY RELOCATED TO AVOID DAMAGE SHALL BE REPLACED TO THEIR ORIGINAL LOCATION AT THE COMPLETION OF THE WORK. ANY FACILITIES WHICH ARE FOUND TO BE MISSING OR DAMAGED SHALL BE REPLACED AT THE CONTRACTOR'S SOLE EXPENSE & TO THE SATISFACTION OF THE CITY'S REPRESENTATIVE.

17. EXISTING UTILITY LIDS WITHIN AREA OF WORK SHALL BE ADJUSTED TO FINISHED GRADE UNLESS OTHERWISE INDICATED.

18. NOTIFY ENGINEER OF RECORD IF DISCREPANCIES ARE FOUND BETWEEN PROJECT DOCUMENTS AND ACTUAL CONDITIONS PRIOR TO COMPLETION OF WORK.

19. IF ANY ADJOINING LOTTERS AND NOT BE ADJACENT TO THE LOT AND WITHIN 2' OF THE CURB RAMP LANDING SHALL NOT BE GREATER THAN 5%.

1. ALL STRIPING AND PAVEMENT MARKING DETAILS AND LAYOUTS SHALL CONFORM TO THE CURRENT STATE OF CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), THE STATE OF CALIFORNIA STANDARD SPECIFICATIONS AND THE STATE OF CALIFORNIA STANDARD PLANS, UNLESS OTHERWISE SPECIFIED.
2. LANE DIMENSIONS ARE FROM TOP OF CURB OR EDGE OF PAVEMENT TO CENTER OF STRIPE DETAIL.
3. ALL LONG LINE STRIPING, PAVEMENT MARKINGS/LEGENDS, CROSSWALK, AND LIMIT LINES SHALL BE THERMOPLASTIC EXCEPT ON PCC SURFACES.
4. BLUE TWO-WAY REFLECTIVE PAVEMENT MARKERS SHALL BE INSTALLED IN THE STREETS ADJACENT TO FIRE HYDRANTS IN ACCORDANCE WITH CITY OF GOLETA STANDARD FOR PLACEMENT OF FIRE HYDRANT MARKERS

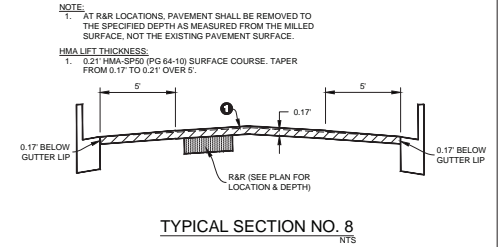
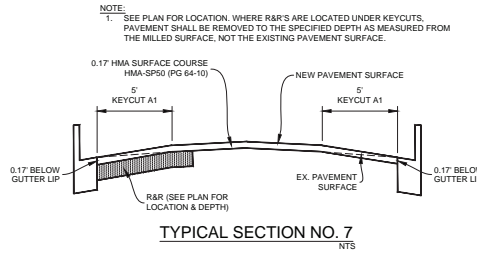
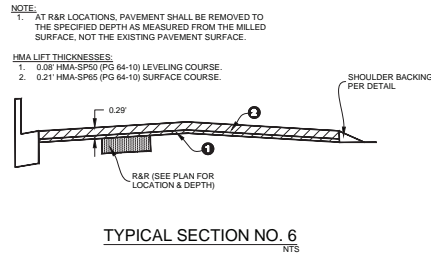
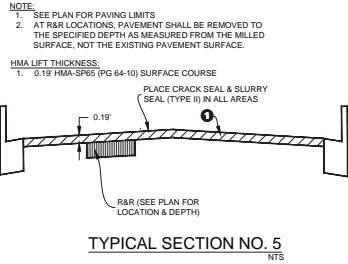
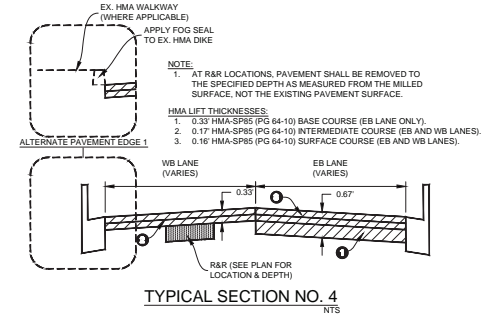
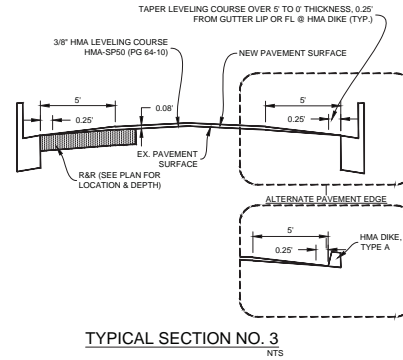
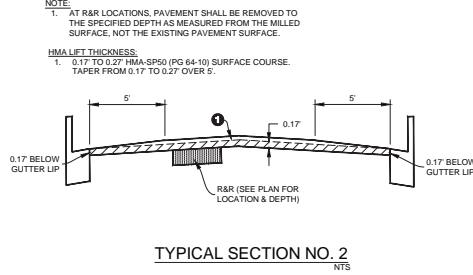
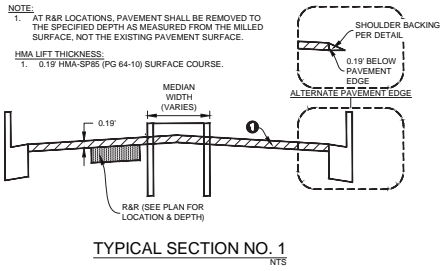
—— ———	COLD PLANE & REPLACE (SEE PLAN FOR TYPICAL SECTION)
—— ———	COLD PLANE & REPLACE (TYPICAL SECTION NO. 4)
- . - . - . - . - .	COLD PLANE & REPLACE (TYPICAL SECTION NO. 4)
-----	FULL DEPTH RECLAMATION (SEE PLAN FOR TYPICAL SECTION)
-----	1-INCH HMA LEVELING COURSE (SEE PLAN FOR TYPICAL SECTION)
-----	CRACK SEAL & SLURRY SEAL (TYPE II)
-----	CRACK SEAL & MICRO-SURFACING WITH BLACK ROCK
TYPE A1 KEY CUT	
TYPE B1 KEY CUT	
TRANSVERSE PAVING LIMIT	
REMOVE & REPLACE 3" HMA	
REMOVE & REPLACE 4" HMA	
REMOVE & REPLACE 6" HMA	
REMOVE & REPLACE 8" HMA	
PAVEMENT TRANSITION	
PROPOSED PCC IMPROVEMENTS	
PROPOSED STORM ROAD MODIFIED MEDIAN	
CONCRETE EDGE (EX.)	
PAVEMENT EDGE (EX.)	
<del>REMOVE &amp; REPLACE TYPE A HMA DIKE</del>	
REMOVE & REPLACE PCC CURB & GUTTER	
REMOVE & REPLACE PCC CURB	
INSTALL SHOULDER BACKING	
BORING LOCATION	
REMOVE & REPLACE SIDEWALK UNDERDRAIN	
WIRELESS TRAFFIC SENSOR (EX.)	
REMOVE & REPLACE TRAFFIC LOOPS	
ELECTRICAL VAULT (EX.)	
WATER VALVE (EX.)	
GAS VALVE (EX.)	
STORM DRAIN MANHOLE (EX.)	
SANITARY SEWER MANHOLE (EX.)	
TELECOMMUNICATIONS MANHOLE (EX.)	
SEWER CLEANOUT (EX.)	
FIRE HYDRANT (EX.)	
BLUE RETROREFLECTIVE PAVEMENT MARKER	
SURVEY MONUMENT (EX.)	
SURVEY NAIL (EX.)	
INSTALL ROADSIDE SIGN	
PRUNE & REMOVE TREE ROOTS	
CURB RAMP REFERENCE NUMBER (SEE SHEETS 49 - 52 FOR QUANTITIES AND NOTES)	

AB	AGGREGATE BASE
BEG.	BEGIN
C&G	CURB & GUTTER
CONT.	CONTINUED
EP	EDGE OF PAVEMENT
EX.	EXISTING
FL.	FLOWLINE
GB	GRADE BASE
HMA	HOT MIX ASPHALT
LF	LINEAR FEET
MAT'L	MATERIAL
MAX.	MAXIMUM
MIN.	MINIMUM
N.O.	NUMBER
N.S.	NO SLOPE
R/S	NOT TO SCALE
O.S.	ON CENTER
PCC	PORTLAND CEMENT CONCRETE
R/R	REMOVE & REPLACE
R.C.	RELATIVE COMPACTION
SF	SQUARE FEET
STA	STATION
SW	SIDEWALK
TP	TOP OF CURB
TP	TOP OF PAVEMENT
W/	WITH

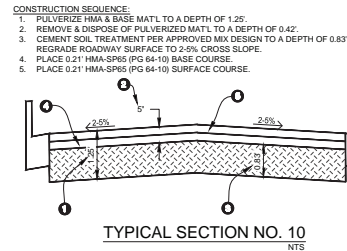
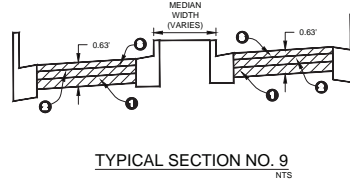


## REVISIONS

REVISIONS				N/A	JANUARY 2025	
REF.	DATE	BY	DESCRIPTION	DESIGNED BY		DATE
				N/A	JANUARY 2025	
				DRAWN BY		DATE
				N/A	JANUARY 2025	
				CHECK BY		DATE
				CITY OF GOLETA DEPARTMENT of PUBLIC WORKS		
				2025 ARTERIAL PAVEMENT PROJECT GOLETA, CA		
				GENERAL NOTES		
				CONTRACT No. _____		
				ACCOUNT No. _____		
				PROJECT No. 230268-02		
				SCALE NO SCALE		
				SHEET 2 of 57		



- HMA LIFT THICKNESSES:**  
1. PLACE 0.25" HMA-SP85 (PG 64-10) BASE COURSE.  
2. PLACE 0.21" HMA-SP85 (PG 64-10) INTERMEDIATE COURSE.  
3. PLACE 0.17" HMA-SP85 (PG 64-10) SURFACE COURSE.



HMA AGGREGATE (UNLESS INDICATED OTHERWISE)	
REMOVE AND REPLACE AREAS	1/2-INCH TYPE A OR 3/4-INCH* TYPE A
LEVELING COURSES	3/8-INCH TYPE A
BASE COURSES	1/2-INCH TYPE A OR 3/4-INCH* TYPE A
INTERMEDIATE COURSES	1/2-INCH TYPE A OR 3/4-INCH* TYPE A
SURFACE COURSES	1/2-INCH TYPE A

\*3/4-INCH TYPE A MAY BE USED IF THE LIFT THICKNESS IS GREATER THAN 0.20-FOOT (2.4 INCHES).

**Pavement Engineering Inc.**  
You can ride on our reputation  
Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

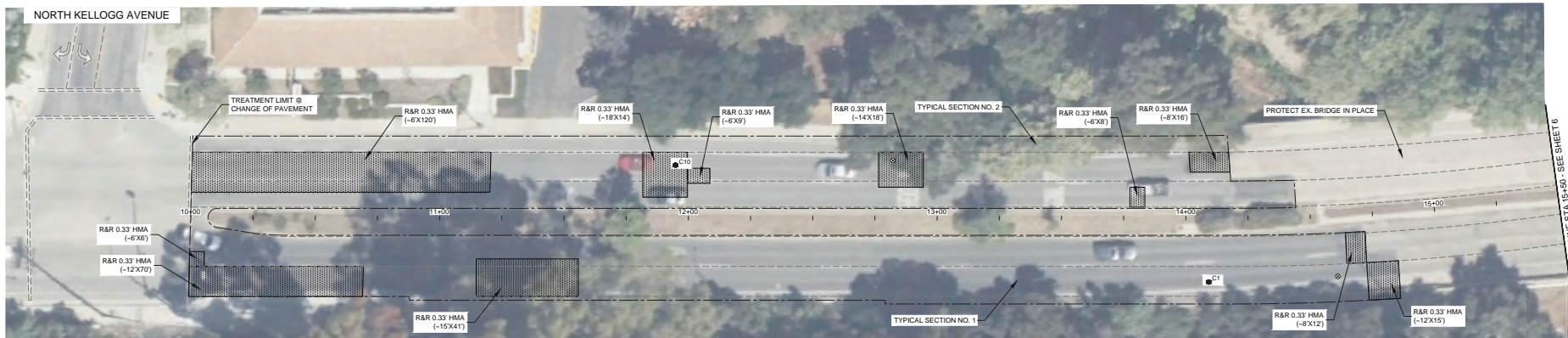
**CITY OF GOLETA**  
DEPARTMENT of PUBLIC WORKS

**2025 ARTERIAL  
PAVEMENT PROJECT**  
GOLETA, CA

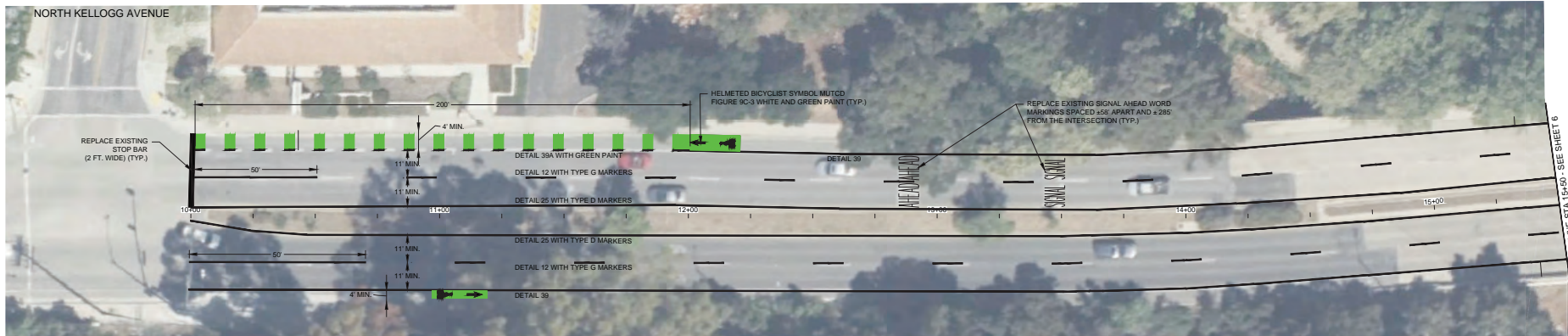
TYPICAL SECTIONS

CONTRACT No. \_\_\_\_\_  
ACCOUNT No. \_\_\_\_\_  
PROJECT No. **230268-02**  
SCALE **NO SCALE**  
SHEET **3** of **57**





CALLE REAL - PAVEMENT TREATMENT LIMITS



CALLE REAL - STRIPING LAYOUT

**BORING LOG**

NO.	HMA	CTB	FABRIC (Y/N)
C1	5-12"	4	N
C10	6"		N

\*BORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTION(S) FOUND AT CORING LOCATION(S). FABRIC MAY BE PRESENT IN SECTIONS EVEN IF NOT FOUND AT CORING LOCATION(S).

**Pavement Engineering Inc.**  
You can ride on our reputation

Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

(PAVING ONLY)

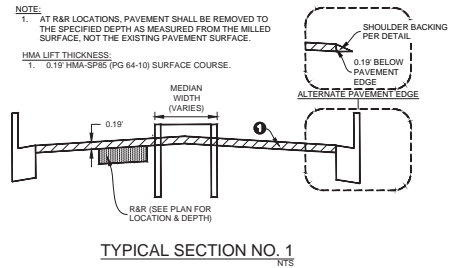


200 E Corrallo St. Suite 101, Santa Barbara, CA 93101  
Phone: (805) 963-9532

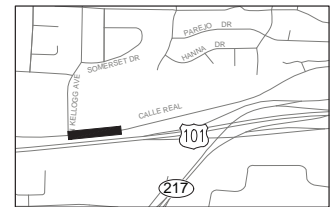
SEAL:

(STRIPING ONLY)

**CITY OF GOLETA**  
DEPARTMENT of PUBLIC WORKS



TYPICAL SECTION NO. 1  
NTS



KEY MAP  
NTS

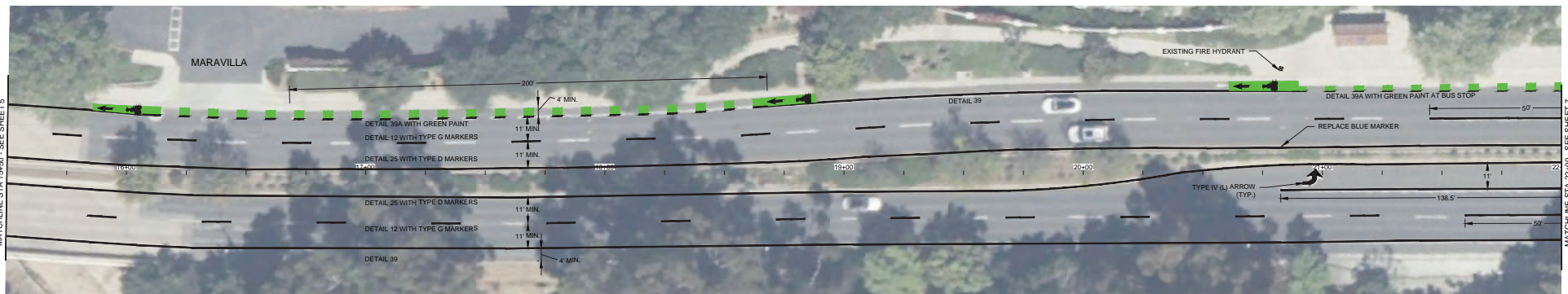
**2025 ARTERIAL  
PAVEMENT PROJECT**  
GOLETA, CA

**BASE BID  
CALLE REAL  
NORTH KELLOGG AVENUE TO CITY LIMITS**  
STA 10+00 TO STA 15+50

CONTRACT No. \_\_\_\_\_  
ACCOUNT No. \_\_\_\_\_  
PROJECT No. **230268-02**  
SCALE **1" = 20'**  
SHEET **5 of 57**



CALLE REAL - PAVEMENT TREATMENT LIMITS



CALLE REAL - STRIPING LAYOUT

**BORING LOG**

NO.	HMA	CTB	FABRIC (Y/N)
C2	6-14"	-	N
C8	6"	-	N
C9	6"	-	N

\*CORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTION(S) FOUND AT CORING LOCATION(S). FABRIC MAY BE PRESENT IN SECTIONS EVEN IF NOT FOUND AT CORING LOCATION(S).

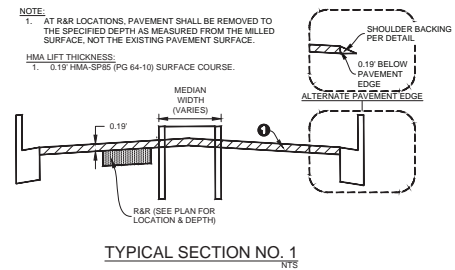
**Pavement Engineering Inc.**  
 You can ride on our reputation  
 Corporate Office:  
 3485 Sacramento Drive, Suite A  
 San Luis Obispo, CA 93401  
 805.781.2265

SEAL:  
 (PAVING ONLY)

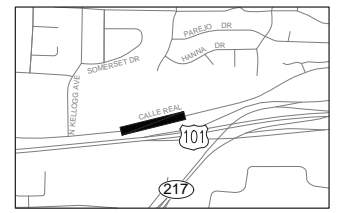
**Stantec**  
 200 E Corrallo St, Suite 101, Santa Barbara, CA 93101  
 Phone: (805) 963-9532

SEAL:  
 (STRIPING ONLY)

**CITY OF GOLETA**  
 DEPARTMENT of PUBLIC WORKS



TYPICAL SECTION NO. 1  
 NTS



KEY MAP  
 NTS

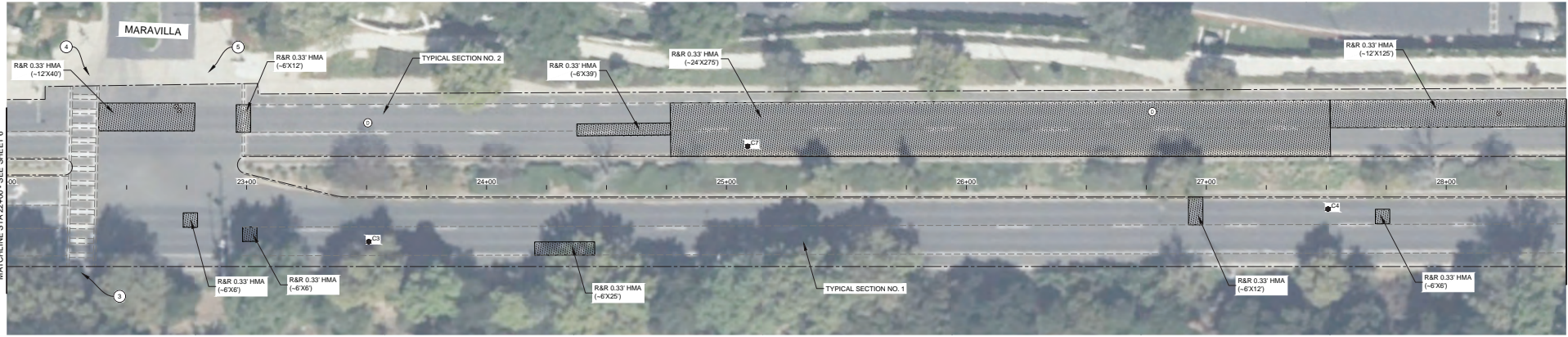
REVISIONS			
REF.	DATE	BY	DESCRIPTION

JR	DESIGNED BY	JANUARY 2025	DATE
PM	DRAWN BY	JANUARY 2025	DATE
NW	CHECK BY	JANUARY 2025	DATE

**2025 ARTERIAL  
 PAVEMENT PROJECT**  
 GOLETA, CA

**BASE BID  
 CALLE REAL  
 NORTH KELLOGG AVENUE TO CITY LIMITS**  
 STA 15+50 TO STA 22+00

CONTRACT No.	
ACCOUNT No.	
PROJECT No.	230268-02
SCALE	1" = 20'
SHEET	6 of 57



CALLE REAL - PAVEMENT TREATMENT LIMITS

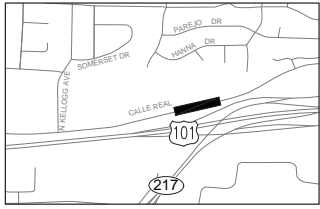
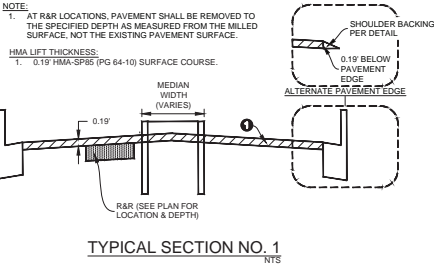


**BORING LOG**

NO.	HMA	CTB	FABRIC (Y/N)
C3	10"	-	N
C4	10-12"	-	N
C7	5-10"	-	N

\*BORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTION(S) FOUND AT BORING LOCATION(S). FABRIC MAY BE PRESENT IN SECTIONS EVEN IF NOT FOUND AT BORING LOCATION(S).

CALLE REAL - STRIPING LAYOUT



KEY MAP  
NTS

**Pavement Engineering Inc.**  
You can ride on our reputation

Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

(PAVING ONLY)

**Stantec**

200 E Carrillo St, Suite 101, Santa Barbara, CA 93101  
Phone: (805) 963-9532

SEAL:

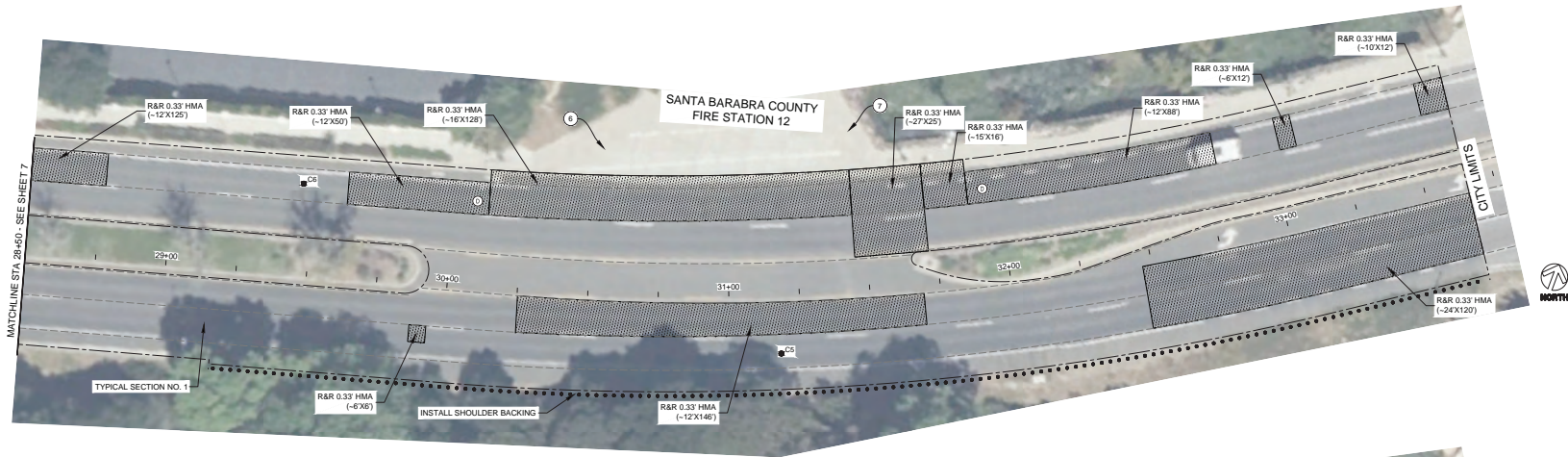
(STRIPING ONLY)

**CITY OF GOLETA**  
DEPARTMENT of PUBLIC WORKS

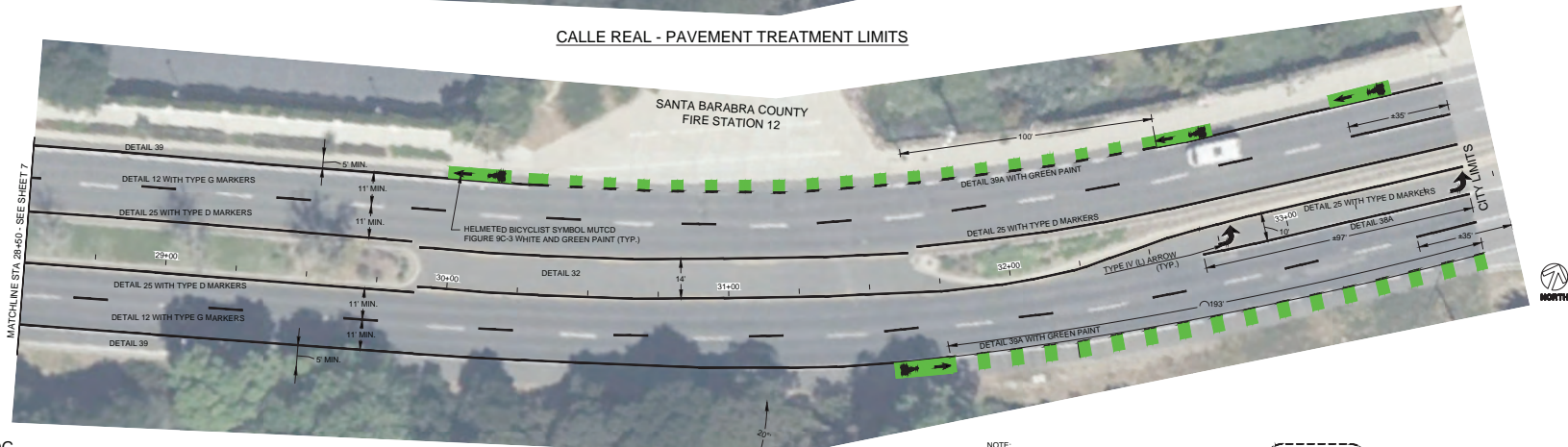
**2025 ARTERIAL  
PAVEMENT PROJECT**  
GOLETA, CA

**BASE BID  
CALLE REAL  
NORTH KELLOGG AVENUE TO CITY LIMITS**  
STA 22+00 TO STA 28+50

CONTRACT No.	
ACCOUNT No.	
PROJECT No.	230268-02
SCALE	1" = 20'
SHEET	7 of 57



CALLE REAL - PAVEMENT TREATMENT LIMITS



CALLE REAL - STRIPING LAYOUT

**BORING LOG**

NO.	HMA	CTB	FABRIC (Y/N)
C5	7"	3-1/2"	N
C6	6"	4"	N

\*CORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTION(S) FOUND AT CORING LOCATION(S). FABRIC MAY BE PRESENT IN SECTIONS EVEN IF NOT FOUND AT CORING LOCATION(S).

**Pavement Engineering Inc.**  
You can ride on our reputation

Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

(PAVING ONLY)

**Stantec**

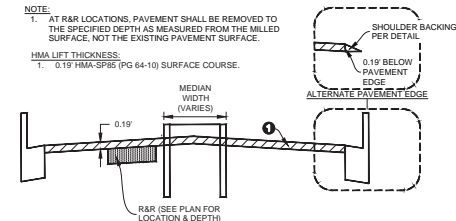
200 E Corrallo St. Suite 101, Santa Barbara, CA 93101  
Phone: (805) 963-9532

SEAL:

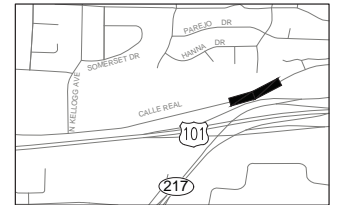
(STRIPING ONLY)

NOTE:  
1. AT R&R LOCATIONS, PAVEMENT SHALL BE REMOVED TO THE SPECIFIED DEPTH AS MEASURED FROM THE MILLED SURFACE, NOT THE EXISTING PAVEMENT SURFACE.

HMA LIFT THICKNESS:  
1. 0.19 HMA SPB5 (PG 64-10) SURFACE COURSE.



TYPICAL SECTION NO. 1  
NTS



KEY MAP  
NTS

**CITY OF GOLETA**  
DEPARTMENT of PUBLIC WORKS

**2025 ARTERIAL  
PAVEMENT PROJECT**  
GOLETA, CA

**BASE BID  
CALLE REAL  
NORTH KELLOGG AVENUE TO CITY LIMITS**  
STA 28+50 TO STA 33+65

REF.	DATE	BY	DESCRIPTION

JR	DESIGNED BY	JANUARY 2025	DATE
PM	DRAWN BY	JANUARY 2025	DATE
NW	CHECK BY	JANUARY 2025	DATE

CONTRACT No.	
ACCOUNT No.	
PROJECT No.	230268-02
SCALE	1" = 20'
SHEET	8 of 57



BERKELEY ROAD - PAVEMENT TREATMENT LIMITS



BERKELEY ROAD - STRIPING LAYOUT

#### BORING LOG

NO.	HMA	AB	R-VALUE	FABRIC (Y/N)
C1	5-3/4"	12"	12	Y

\*CORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTIONS FOUND AT CORING LOCATIONS. FABRIC MAY BE PRESENT IN SECTIONS EVEN IF NOT FOUND AT CORING LOCATION(S).

#### STRIPING NOTES:

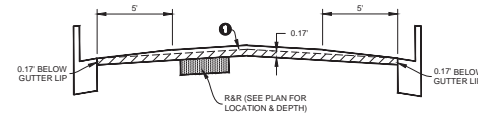
- CROSSWALK, STOP BAR & STOP SYMBOL ON KINGS WAY SHALL BE APPLIED WITH PAINT.

#### NOTE:

- AT R&R LOCATIONS, PAVEMENT SHALL BE REMOVED TO THE SPECIFIED DEPTH AS MEASURED FROM THE MILLED SURFACE, NOT THE EXISTING PAVEMENT SURFACE.

#### HMA LIFT THICKNESS:

- 0.17' TO 0.27' HMA-SP50 (PG 64-10) SURFACE COURSE. TAPER FROM 0.17' TO 0.27' OVER 5'.



TYPICAL SECTION NO. 2  
NTS



KEY MAP  
NTS



You can ride on our reputation  
Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

(PAVING ONLY)



200 E Corliss St, Suite 101, Santa Barbara, CA 93101  
Phone: (805) 963-9532

SEAL:

(STRIPING ONLY)

CITY OF GOLETA  
DEPARTMENT of PUBLIC WORKS

2025 ARTERIAL  
PAVEMENT PROJECT  
GOLETA, CA

BASE BID  
BERKELEY ROAD  
NORTH FAIRVIEW AVENUE TO SYLVAN  
DRIVE  
STA 10+00 TO STA 16+00

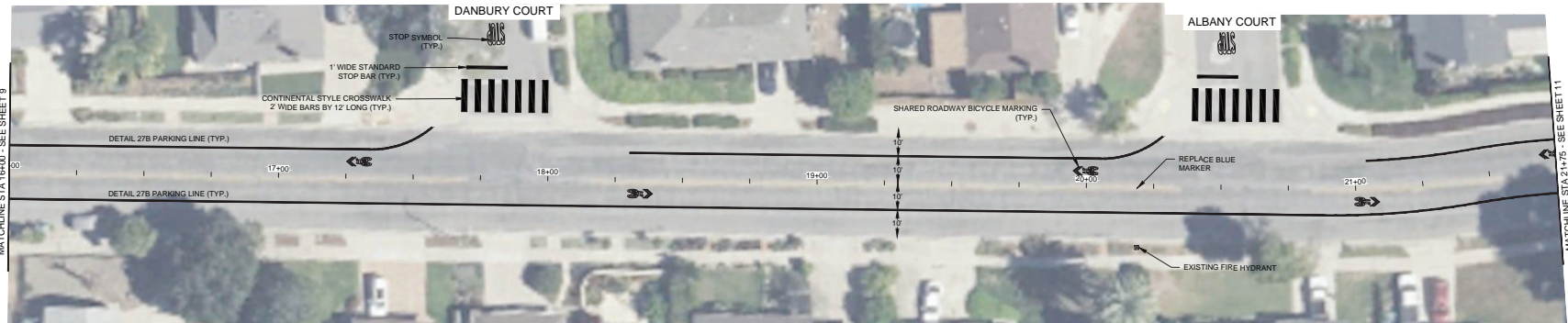
REF.	DATE	BY	DESCRIPTION

JR	JANUARY 2025	DATE
DESIGNED BY		
PM	JANUARY 2025	DATE
DRAWN BY		
NW	JANUARY 2025	DATE
CHECK BY		

CONTRACT No.	
ACCOUNT No.	
PROJECT No.	230268-02
SCALE	1" = 20'
SHEET	9 of 57



BERKELEY ROAD - PAVEMENT TREATMENT LIMITS



BERKELEY ROAD - STRIPING LAYOUT

**BORING LOG**

NO.	HMA	AB	R-VALUE	FABRIC (Y/N)
C2	5'	14'	-	Y

\*BORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTION(S) FOUND AT BORING LOCATION(S). FABRIC MAY BE PRESENT IN SECTIONS EVEN IF NOT FOUND AT BORING LOCATION(S).

**STRIPING NOTES:**

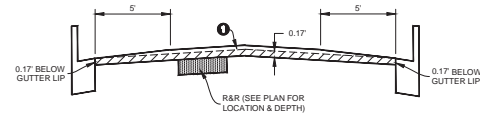
- CROSSWALK, STOP BAR & STOP SYMBOL ON DANBURY COURT & ALBANY COURT WAY SHALL BE APPLIED WITH PAINT

**NOTE:**

- AT R&R LOCATIONS, PAVEMENT SHALL BE REMOVED TO THE SPECIFIED DEPTH AS MEASURED FROM THE MILLED SURFACE, NOT THE EXISTING PAVEMENT SURFACE.

**HMA LIFT THICKNESS:**

- 0.17' TO 0.27' HMA-SP50 (PG 64-10) SURFACE COURSE. TAPER FROM 0.17' TO 0.27' OVER 5'.



TYPICAL SECTION NO. 2  
NTS



KEY MAP  
NTS



Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

(PAVING ONLY)



200 E Corliss St, Suite 101, Santa Barbara, CA 93101  
Phone: (805) 963-9532

SEAL:

(STRIPING ONLY)

**CITY OF GOLETA**  
DEPARTMENT of PUBLIC WORKS

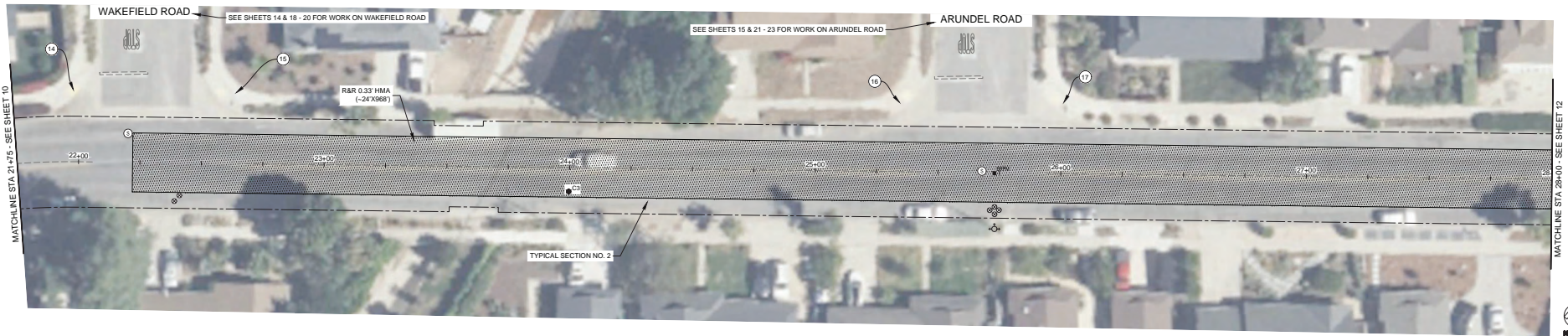
**2025 ARTERIAL  
PAVEMENT PROJECT**  
GOLETA, CA

**BASE BID**  
BERKELEY ROAD  
NORTH FAIRVIEW AVENUE TO SYLVAN  
DRIVE  
STA 16+00 TO STA 21+75

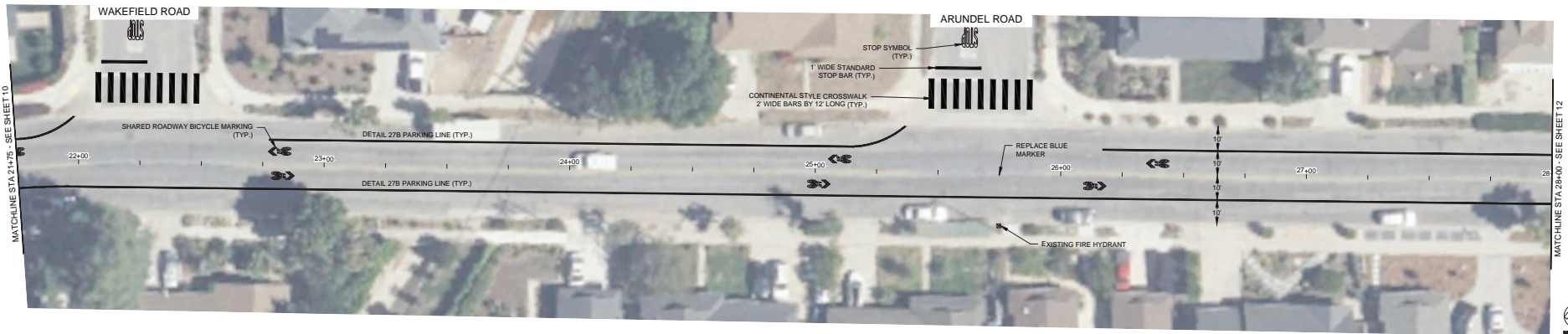
REF.	DATE	BY	DESCRIPTION

JR	JANUARY 2025	DATE
DESIGNED BY		
PM	JANUARY 2025	DATE
DRAWN BY		
NW	JANUARY 2025	DATE
CHECK BY		

CONTRACT No.	
ACCOUNT No.	
PROJECT No.	230268-02
SCALE	1" = 20'
SHEET	10 of 57



BERKELEY ROAD - PAVEMENT TREATMENT LIMITS



BERKELEY ROAD - STRIPING LAYOUT

#### BORING LOG

NO.	HMA	AB	R-VALUE	FABRIC (Y/N)
C3	5-12"	6"	10	Y

\*BORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTION(S) FOUND AT BORING LOCATION(S). FABRIC MAY BE PRESENT IN SECTIONS EVEN IF NOT FOUND AT BORING LOCATION(S).

#### STRIPING NOTES:

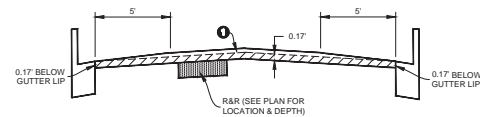
- CROSSWALK, STOP BAR & STOP SYMBOL ON WAKEFIELD ROAD & ARUNDEL ROAD SHALL BE APPLIED WITH PAINT.

#### NOTE:

- AT R&R LOCATIONS, PAVEMENT SHALL BE REMOVED TO THE SPECIFIED DEPTH AS MEASURED FROM THE MILLED SURFACE, NOT THE EXISTING PAVEMENT SURFACE.

#### HMA LIFT THICKNESS:

- 0.17 TO 0.27 HMA-SP50 (PG 64-10) SURFACE COURSE. TAPER FROM 0.17 TO 0.27 OVER 5'.



TYPICAL SECTION NO. 2  
NTS



KEY MAP  
NTS



Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

(PAVING ONLY)



200 E Corliss St, Suite 101, Santa Barbara, CA 93101  
Phone: (805) 963-9532

SEAL:

(STRIPING ONLY)

**CITY OF GOLETA**  
DEPARTMENT of PUBLIC WORKS

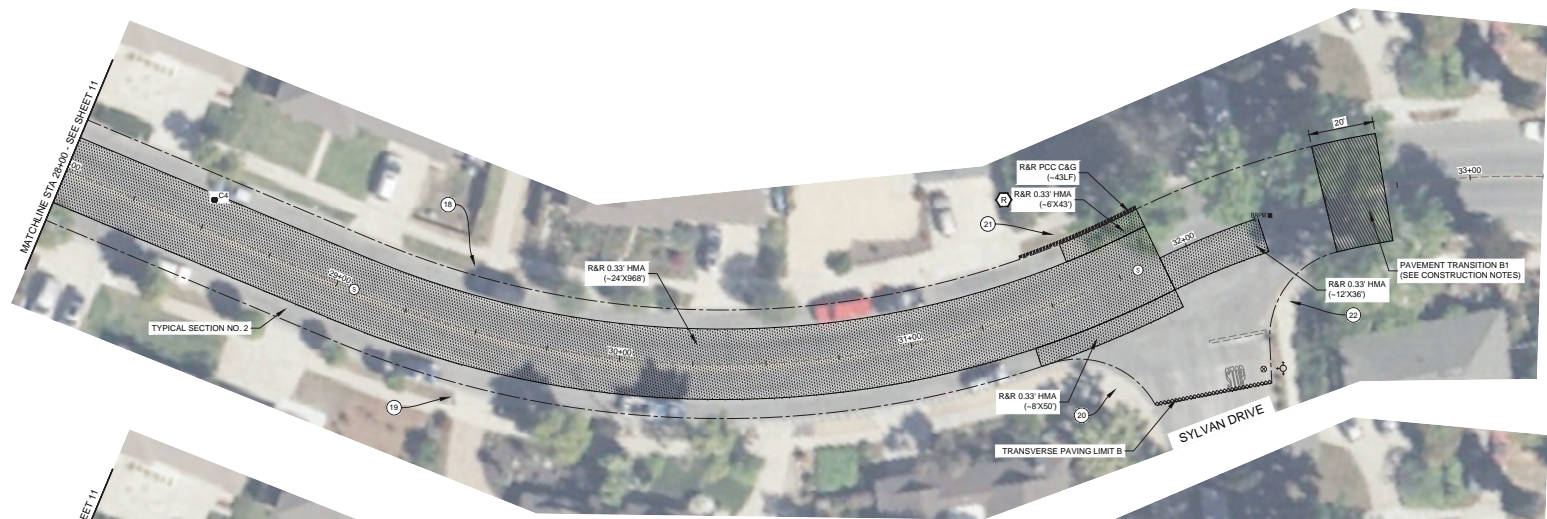
**2025 ARTERIAL  
PAVEMENT PROJECT**  
GOLETA, CA

**BASE BID**  
BERKELEY ROAD  
NORTH FAIRVIEW AVENUE TO SYLVAN  
DRIVE  
STA 21+75 TO STA 28+00

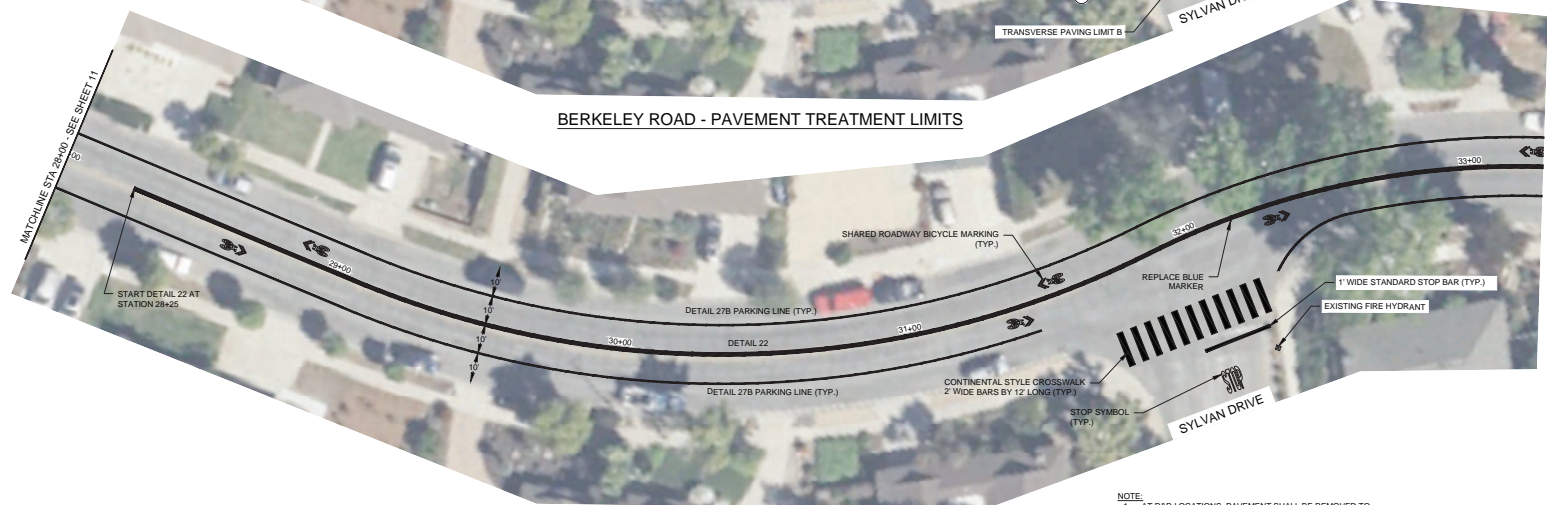
REVISIONS			
REF.	DATE	BY	DESCRIPTION

JR	JANUARY 2025	DESIGNED BY
PM	JANUARY 2025	DRAWN BY
NW	JANUARY 2025	CHECK BY

CONTRACT No.	
ACCOUNT No.	
PROJECT No.	230268-02
SCALE	1" = 20'
SHEET	11 of 57



### BERKELEY ROAD - PAVEMENT TREATMENT LIMITS



## BERKELEY ROAD - STRIPING LAYOUT

BORING LOG				
NO.	HMA	AB	R-VALUE	FABRIC (Y/N)
C4	5"	6'	-	Y

\*CORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTION(S) FOUND AT CORING LOCATION(S). FABRIC MAY BE PRESENT IN SECTIONS EVEN IF NOT FOUND AT CORING LOCATION(S).



**Pavement Engineering Inc.**  
You can ride on our reputation

Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

(PAVING ONLY)



200 E Carrillo St. Suite 101, Santa Barbara, CA 93101  
Phone: (805) 963-9532

SEAL:

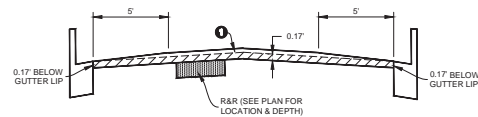
(STRIPING ONLY)

CITY OF GOLETA  
DEPARTMENT of PUBLIC WORKS

**NOTE:**  
1. AT R&R LOCATIONS, PAVEMENT SHALL BE REMOVED TO THE SPECIFIED DEPTH AS MEASURED FROM THE MILLED SURFACE, NOT THE EXISTING PAVEMENT SURFACE.

HMA LIFT THICKNESS:

1. 0.17' TO 0.27' HMA-SP50 (PG 64-10) SURFACE COURSE.  
TAPER FROM 0.17' TO 0.27' OVER 5'.



TYPICAL SECTION NO. 2



CONSTRUCTION NOTES:

1. IF BERKELEY ROAD (SYLVAN DRIVE TO EAST END) IS INCLUDED IN PROJECT, USE "PAVEMENT TRANSITION B2" AT PAVING LIMITS AS SEEN ON SHEET 41. OTHERWISE, USE "PAVEMENT TRANSITION B1".



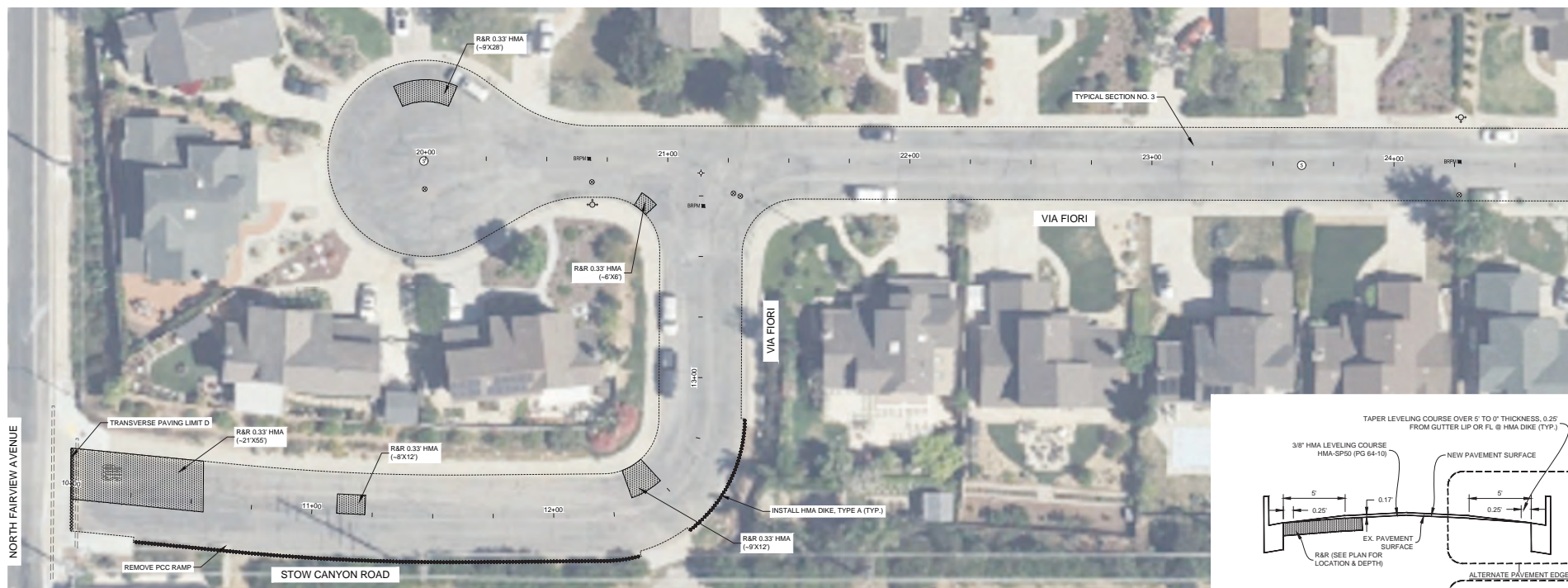
KEY MAP  
NTS

CONTRACT No. \_\_\_\_\_  
ACCOUNT No. \_\_\_\_\_  
PROJECT No. 230268-02  
SCALE 1" = 20'  
SHEET 12 of 57

2025 ARTERIAL  
PAVEMENT PROJECT  
GOLETA, CA

**BASE BID**  
**BERKELEY ROAD**  
**NORTH FAIRVIEW AVENUE TO SYLVAN**  
**DRIVE**  
**STA 28+00 TO STA 32+70**

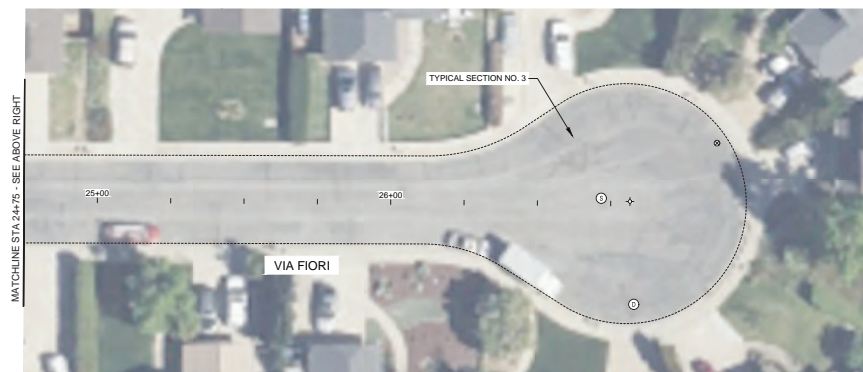
FILE: 2-20-2025 09:00 AM PROJECT: GLETA, CITY OF 2025 ARTERIAL PAVEMENT PROJECT, NORTH SIDE, 1/20/2025 9:00 AM



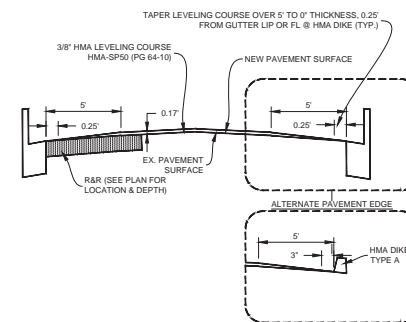
Matchline STA 24+75 - SEE BELOW LEFT

#### STRIPING NOTES:

1. STRIPING AS SHOWN REPRESENTS EXISTING. CONTRACTOR SHALL REPLACE IN KIND WITH PAINT ANY STRIPING REMOVED FROM DIGOUTS OR COVERED FROM PAVING.



Matchline STA 24+75 - SEE ABOVE RIGHT



TYPICAL SECTION NO. 3  
NTS



KEY MAP  
NTS

**Pavement Engineering Inc.**  
You can ride on our reputation

Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

REVISIONS				DESIGNED BY		JANUARY 2025	
REF.	DATE	BY	DESCRIPTION	DATE	DATE	DATE	DATE
				PM	JANUARY 2025		
				DRAWN BY			
				NW	JANUARY 2025		
				CHECK BY			

**CITY OF GOLETA**  
DEPARTMENT of PUBLIC WORKS

**2025 ARTERIAL  
PAVEMENT PROJECT**  
GOLETA, CA

**BASE BID  
NORTHEAST GOLETA  
NEIGHBORHOOD**

CONTRACT No. \_\_\_\_\_  
ACCOUNT No. \_\_\_\_\_  
PROJECT No. **230268-02**  
SCALE **1" = 20'**  
SHEET 13 of 57











FILE: Z:\BID\NEARBY DRIVE\ACTIVE PROJECTS\GOLETA, CITY OF\230268-02 - BASE BID NORTHEAST GOLETA NEIGHBORHOOD\NEIGHBORHOOD - PG.DWG 1/20/2025 3:15 PM



Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

REVISIONS				DESIGNED BY		JANUARY 2025	
REF.	DATE	BY	DESCRIPTION			DATE	
				PM		JANUARY 2025	
				DRAWN BY		DATE	
				NW		JANUARY 2025	
				CHECK BY		DATE	

CITY OF GOLETA  
DEPARTMENT of PUBLIC WORKS

2025 ARTERIAL  
PAVEMENT PROJECT  
GOLETA, CA

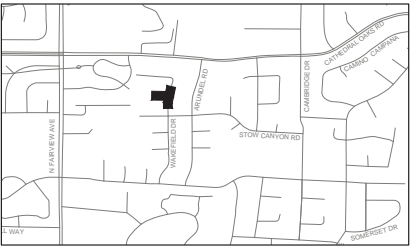
BASE BID  
NORTHEAST GOLETA  
NEIGHBORHOOD

CONTRACT No. \_\_\_\_\_  
ACCOUNT No. \_\_\_\_\_  
PROJECT No. **230268-02**  
SCALE **1" = 20'**  
SHEET 19 of 57

FILE: Z:\04\NEIGHBORHOOD PROJECTS\GOLETA, CITY OF\230268-02\230268-02\_NORTH\230268-02\_NORTH.DWG PLT Date: 1/23/2025 3:18 PM



MATCHLINE STA 91+75 - SEE SHEET 14



KEY MAP  
NTS



**Pavement Engineering Inc.**  
You can ride on our reputation

Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

REVISIONS			
REF.	DATE	BY	DESCRIPTION

JR	JANUARY 2025	DATE
DESIGNED BY		
PM	JANUARY 2025	DATE
DRAWN BY		
NW	JANUARY 2025	DATE
CHECK BY		

**CITY OF GOLETA**  
DEPARTMENT of PUBLIC WORKS

**2025 ARTERIAL  
PAVEMENT PROJECT**  
GOLETA, CA

**BASE BID  
NORTHEAST GOLETA  
NEIGHBORHOOD**

CONTRACT No.	
ACCOUNT No.	
PROJECT No.	<b>230268-02</b>
SCALE	<b>1" = 20'</b>
SHEET 20 of 57	



MATCHLINE STA 105+00 - SEE SHEET 22



KEY MAP  
NORTH

**Pavement Engineering Inc.**  
You can ride on our reputation  
Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

REVISIONS				DESIGNED BY		JANUARY 2025	
REF.	DATE	BY	DESCRIPTION			DATE	
				PM	JANUARY 2025	DATE	
				DRAWN BY			
				NW	JANUARY 2025	DATE	
				CHECK BY			

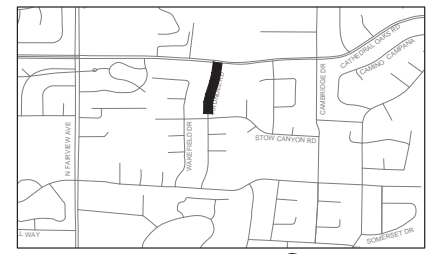
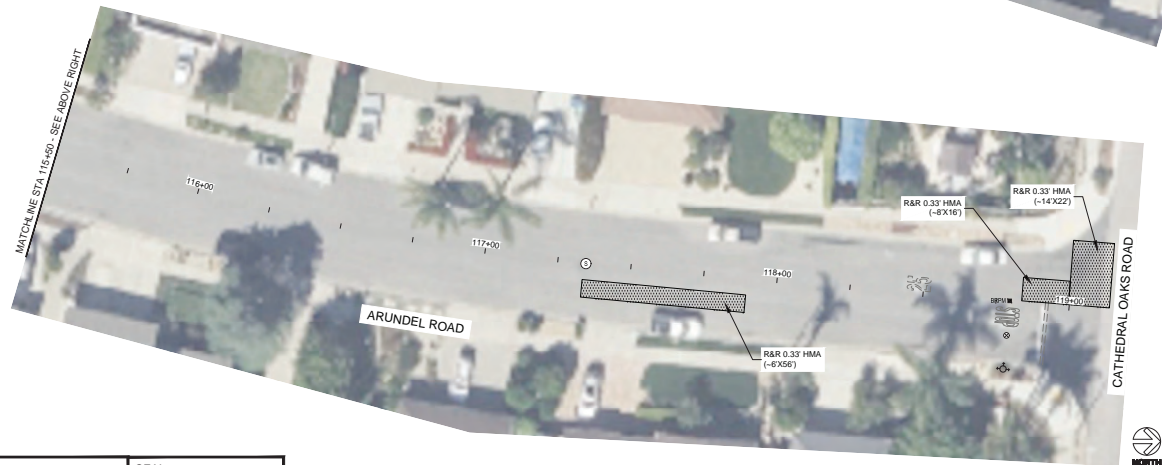
**CITY OF GOLETA**  
DEPARTMENT of PUBLIC WORKS

**2025 ARTERIAL  
PAVEMENT PROJECT**  
GOLETA, CA

**BASE BID  
NORTHEAST GOLETA  
NEIGHBORHOOD**

CONTRACT No.	
ACCOUNT No.	
PROJECT No.	<b>230268-02</b>
SCALE	<b>1" = 20'</b>
SHEET 21 of 57	





KEY MAP  
NTS

**PE** Pavement Engineering Inc.  
 You can ride on our reputation  
 Corporate Office:  
 3485 Sacramento Drive, Suite A  
 San Luis Obispo, CA 93401  
 805.781.2265

SEAL:

REVISIONS				DESIGNED BY		JANUARY 2025	
REF.	DATE	BY	DESCRIPTION	DATE			

PM	JANUARY 2025	DATE
DRAWN BY		
NW	JANUARY 2025	DATE
CHECK BY		

**CITY OF GOLETA**  
 DEPARTMENT of PUBLIC WORKS

**2025 ARTERIAL  
 PAVEMENT PROJECT**  
 GOLETA, CA

**BASE BID  
 NORTHEAST GOLETA  
 NEIGHBORHOOD**

CONTRACT No.	
ACCOUNT No.	
PROJECT No.	<b>230268-02</b>
SCALE	<b>1" = 20'</b>
SHEET 23 of 57	

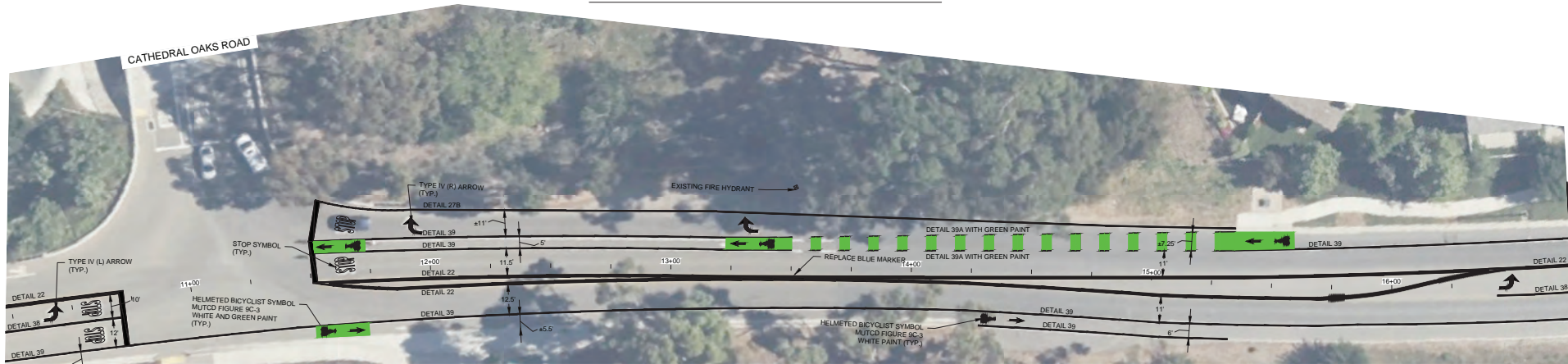








HOLLISTER AVENUE - PAVEMENT TREATMENT LIMITS



HOLLISTER AVENUE - STRIPING LAYOUT

**BORING LOG**

NO.	DATE	PCG	FABRIC (Y/N)
C4	11-12	Y	Y

\*CORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTION(S) FOUND AT CORING LOCATION(S). FABRIC MAY BE PRESENT IN SECTIONS EVEN IF NOT FOUND AT CORING LOCATION(S).



Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

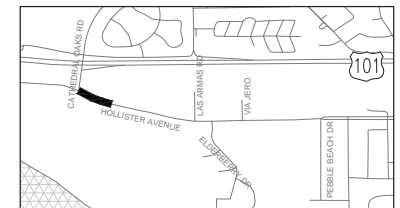
(PAVING ONLY)



200 E Corrallo St, Suite 101, Santa Barbara, CA 93101  
Phone: (805) 963-9532

SEAL:

(STRIPING ONLY)



REF.	DATE	BY	DESCRIPTION

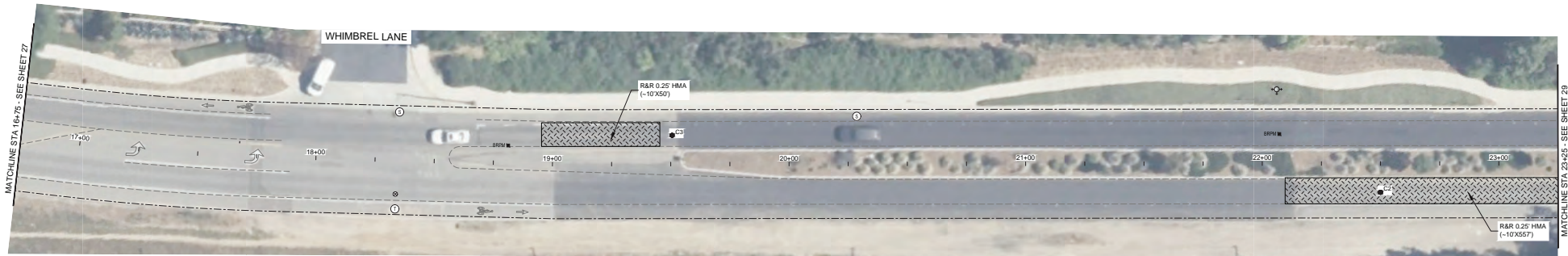
JR	JANUARY 2025	DATE
DESIGNED BY		
PM	JANUARY 2025	DATE
DRAWN BY		
NW	JANUARY 2025	DATE
CHECK BY		

**CITY OF GOLETA**  
DEPARTMENT of PUBLIC WORKS

**2025 ARTERIAL  
PAVEMENT PROJECT**  
GOLETA, CA

**BASE BID**  
HOLLISTER AVENUE  
CATHEDRAL OAKS ROAD TO  
PEBBLE BEACH DRIVE  
STA 10+72 TO STA 16+75

CONTRACT No.	
ACCOUNT No.	
PROJECT No.	230268-02
SCALE	1" = 20'
SHEET	27 of 57



HOLLISTER AVENUE - PAVEMENT TREATMENT LIMITS



HOLLISTER AVENUE - STRIPING LAYOUT

**BORING LOG**

NO.	HMA	PCC	FABRIC (Y/N)
C1	8"	-	Y
C3	11-12"	-	N

\*CORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTION(S) FOUND AT CORING LOCATION(S). FABRIC MAY BE PRESENT IN SECTIONS EVEN IF NOT FOUND AT CORING LOCATION(S).



Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

(PAVING ONLY)



200 E Corliss St. Suite 101, Santa Barbara, CA 93101  
Phone: (805) 963-9532

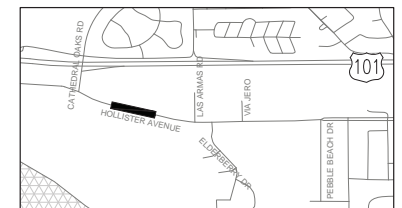
SEAL:

(STRIPING ONLY)

**CITY OF GOLETA**  
DEPARTMENT of PUBLIC WORKS

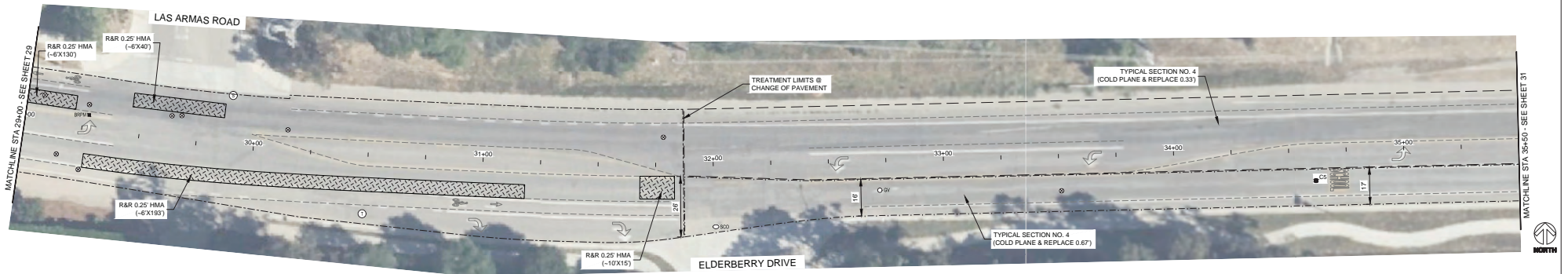
**2025 ARTERIAL  
PAVEMENT PROJECT**  
GOLETA, CA

**BASE BID**  
HOLLISTER AVENUE  
CATHEDRAL OAKS ROAD TO  
PEBBLE BEACH DRIVE  
STA 16+75 TO STA 23+25

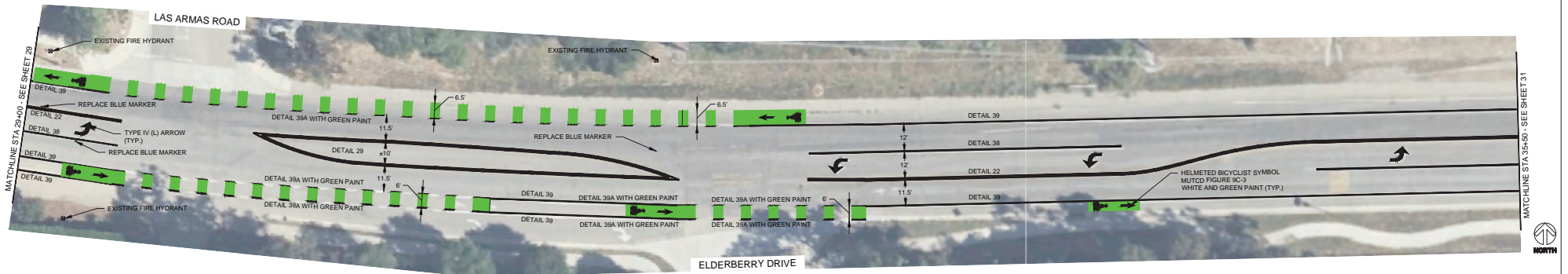


CONTRACT No.	
ACCOUNT No.	
PROJECT No.	<b>230268-02</b>
SCALE	<b>1" = 20'</b>
SHEET	<b>28 of 57</b>





HOLLISTER AVENUE - PAVEMENT TREATMENT LIMITS



HOLLISTER AVENUE - STRIPING LAYOUT

### BORING LOG

NO.	HMA	PGC	FABRIC (Y/N)
CS	11-12"	6'	Y

\*CORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTION(S) FOUND AT CORING LOCATION(S). FABRIC MAY BE PRESENT IN SECTIONS EVEN IF NOT FOUND AT CORING LOCATION(S).

**Pavement Engineering Inc.**  
You can ride on our reputation  
Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

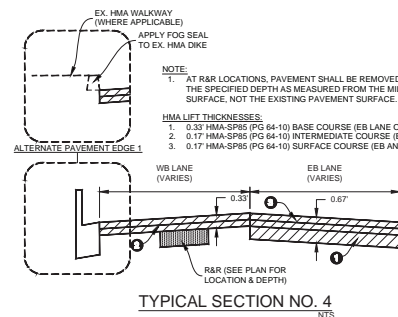
(PAVING ONLY)

**Stantec**  
200 E Corliss St, Suite 101, Santa Barbara, CA 93101  
Phone: (805) 963-9532

SEAL:

(STRIPING ONLY)

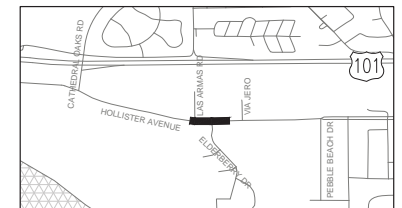
**CITY OF GOLETA**  
DEPARTMENT of PUBLIC WORKS



TYPICAL SECTION NO. 4  
NTS

### STRIPING NOTES:

1. STRIPING AS SHOWN REPRESENTS EXISTING. CONTRACTOR SHALL REPLACE IN KIND WITH PAINT ANY STRIPING REMOVED FROM DIGOUTS.

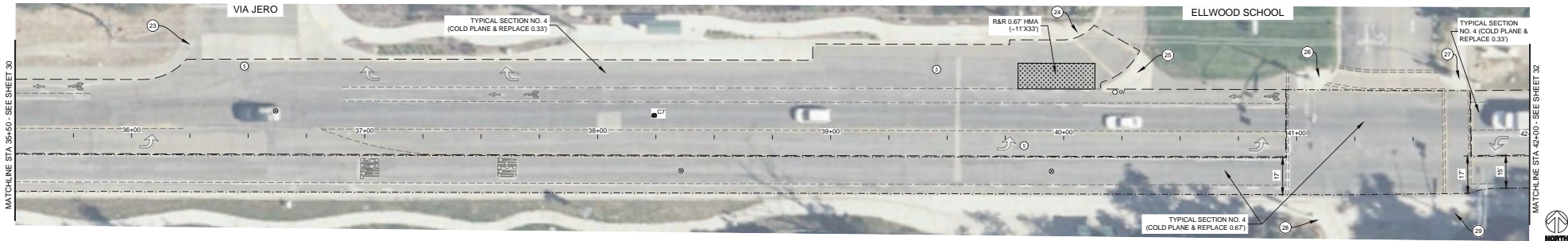


KEY MAP  
NTS

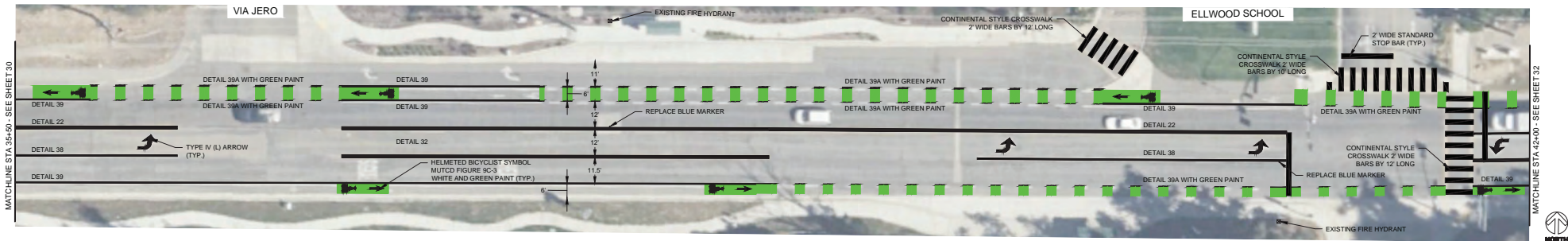
**2025 ARTERIAL  
PAVEMENT PROJECT**  
GOLETA, CA

**BASE BID**  
HOLLISTER AVENUE  
CATHEDRAL OAKS ROAD TO  
PEBBLE BEACH DRIVE  
STA 29+00 TO STA 35+50

CONTRACT No. \_\_\_\_\_  
ACCOUNT No. \_\_\_\_\_  
PROJECT No. **230268-02**  
SCALE **1" = 20'**  
SHEET 30 of 57



HOLLISTER AVENUE - PAVEMENT TREATMENT LIMITS



HOLLISTER AVENUE - STRIPING LAYOUT

# BORING LOG

NO.	HMA	PGC	FABRIC (Y/N)
C7	11-12"		Y

\*CORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTION(S) FOUND AT CORING LOCATION(S). FABRIC MAY BE PRESENT IN SECTIONS EVEN IF NOT FOUND AT CORING LOCATION(S).

**Pavement Engineering Inc.**  
You can ride on our reputation  
Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

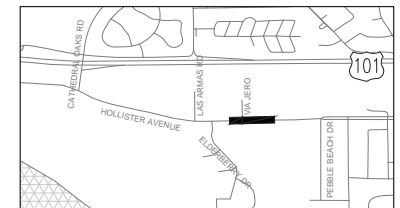
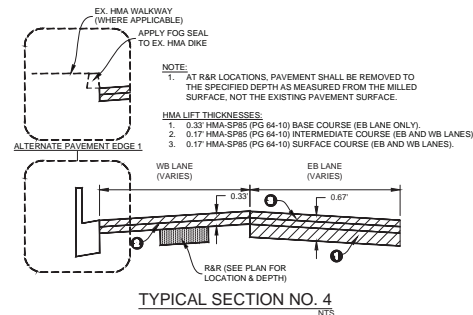
(PAVING ONLY)

**Stantec**  
200 E Corliss St, Suite 101, Santa Barbara, CA 93101  
Phone: (805) 963-9532

SEAL:

(STRIPING ONLY)

**CITY OF GOLETA**  
DEPARTMENT of PUBLIC WORKS

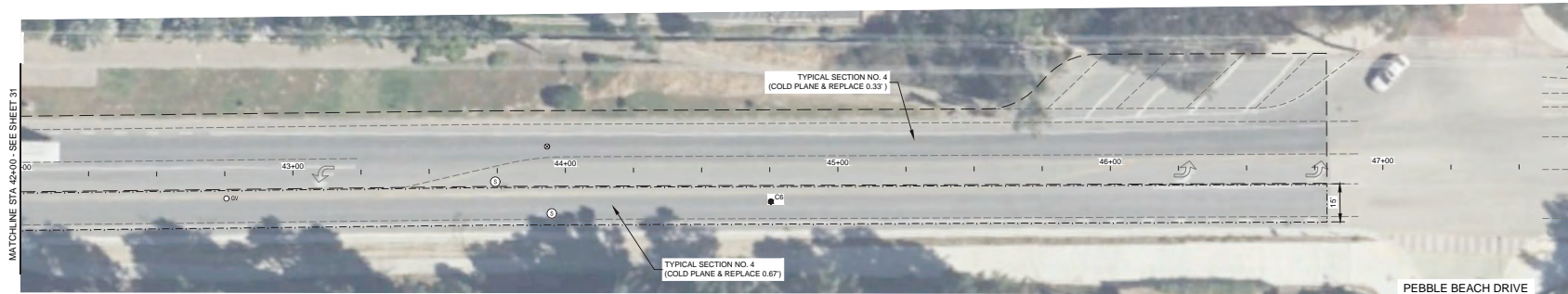


KEY MAP  
NTS

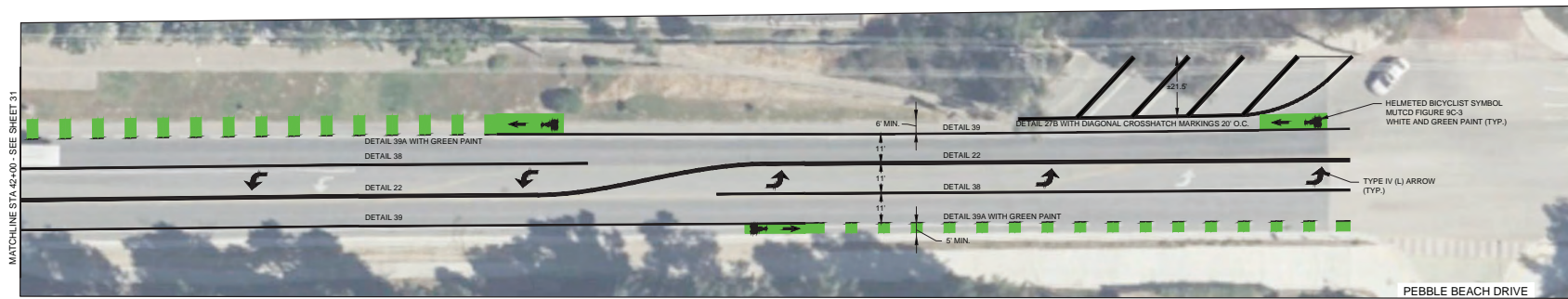
**2025 ARTERIAL  
PAVEMENT PROJECT**  
GOLETA, CA

**BASE BID**  
HOLLISTER AVENUE  
CATHEDRAL OAKS ROAD TO  
PEBBLE BEACH DRIVE  
STA 35+50 TO STA 42+00

CONTRACT No. \_\_\_\_\_  
ACCOUNT No. \_\_\_\_\_  
PROJECT No. **230268-02**  
SCALE **1" = 20'**  
SHEET **31** of **57**



HOLLISTER AVENUE - PAVEMENT TREATMENT LIMITS



HOLLISTER AVENUE - STRIPING LAYOUT

**BORING LOG**

NO.	HMA	PGC	FABRIC (Y/N)
05	8"		Y

\*CORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTION(S) FOUND AT CORING LOCATION(S). FABRIC MAY BE PRESENT IN SECTIONS EVEN IF NOT FOUND AT CORING LOCATION(S).

**Pavement Engineering Inc.**  
You can ride on our reputation  
Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

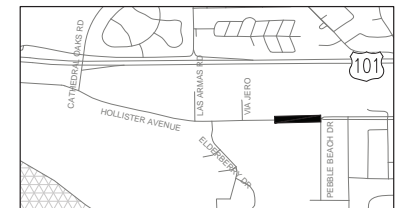
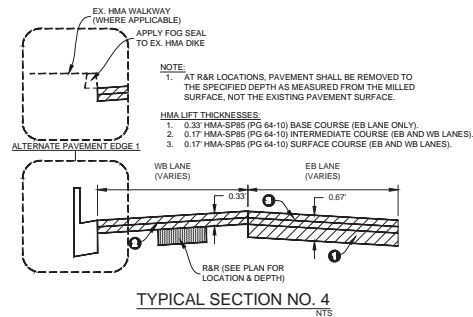
SEAL:

(PAVING ONLY)

**Stantec**  
200 E Corliss St, Suite 101, Santa Barbara, CA 93101  
Phone: (805) 963-9532

SEAL:

(STRIPING ONLY)



KEY MAP  
NTS

**CITY OF GOLETA**  
DEPARTMENT of PUBLIC WORKS

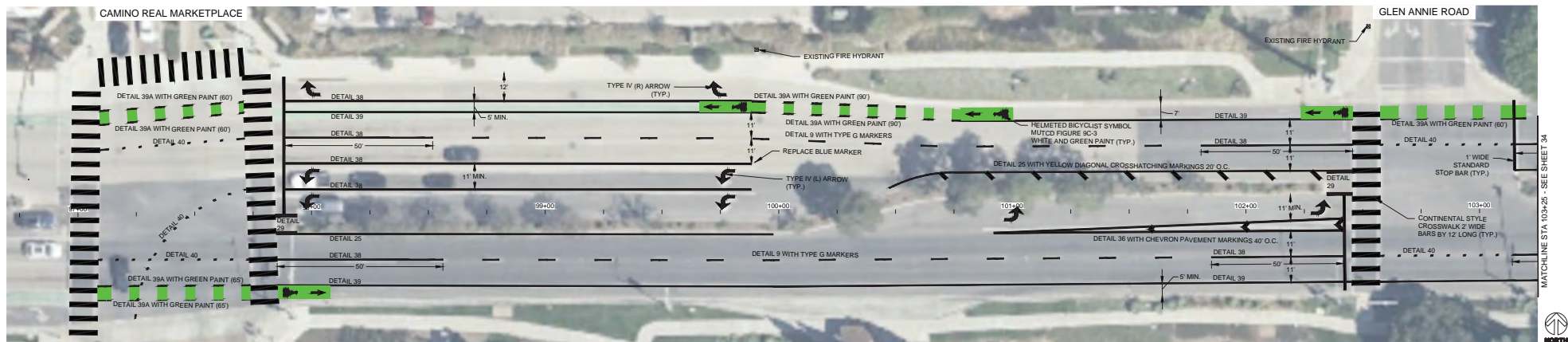
**2025 ARTERIAL  
PAVEMENT PROJECT**  
GOLETA, CA

**BASE BID**  
HOLLISTER AVENUE  
CATHEDRAL OAKS ROAD TO  
PEBBLE BEACH DRIVE  
STA 42+00 TO STA 46+80

CONTRACT No. \_\_\_\_\_  
ACCOUNT No. \_\_\_\_\_  
PROJECT No. **230268-02**  
SCALE **1" = 20'**  
SHEET 32 of 57



HOLLISTER AVENUE - PAVEMENT TREATMENT LIMITS



HOLLISTER AVENUE - STRIPING LAYOUT

**Pavement Engineering Inc.**  
You can ride on our reputation  
Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

(PAVING ONLY)

**Stantec**  
200 E Corliss St, Suite 101, Santa Barbara, CA 93101  
Phone: (805) 963-9532

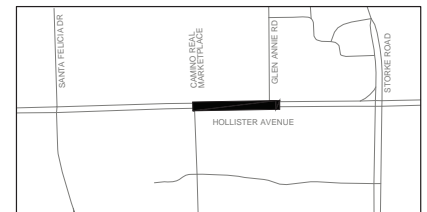
SEAL:

(STRIPING ONLY)

**CITY OF GOLETA**  
DEPARTMENT of PUBLIC WORKS

**2025 ARTERIAL  
PAVEMENT PROJECT**  
GOLETA, CA

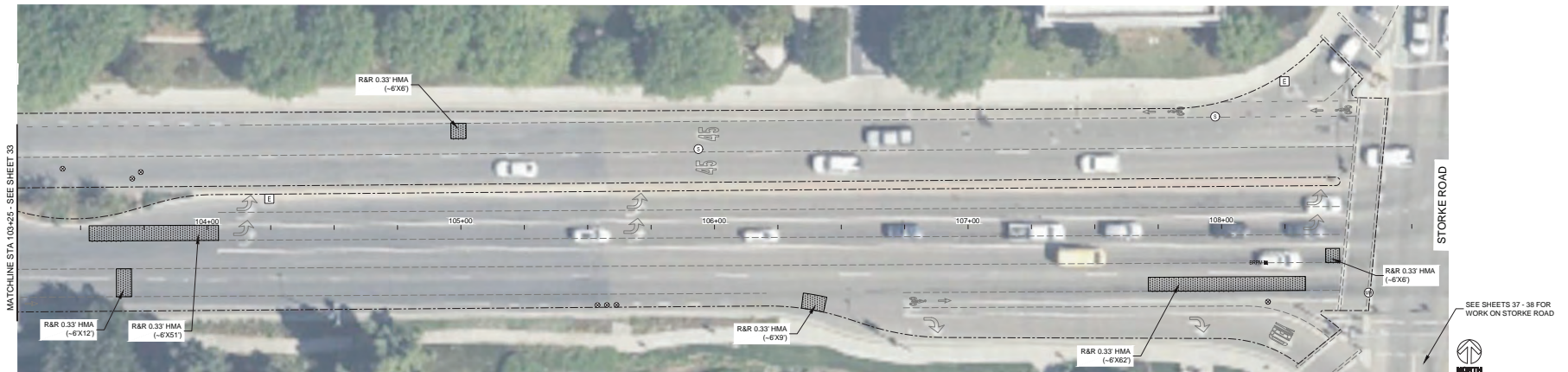
**BASE BID  
HOLLISTER AVENUE  
CAMINO REAL MARKETPLACE TO  
STORKE ROAD**  
STA 96+97 TO STA 103+25



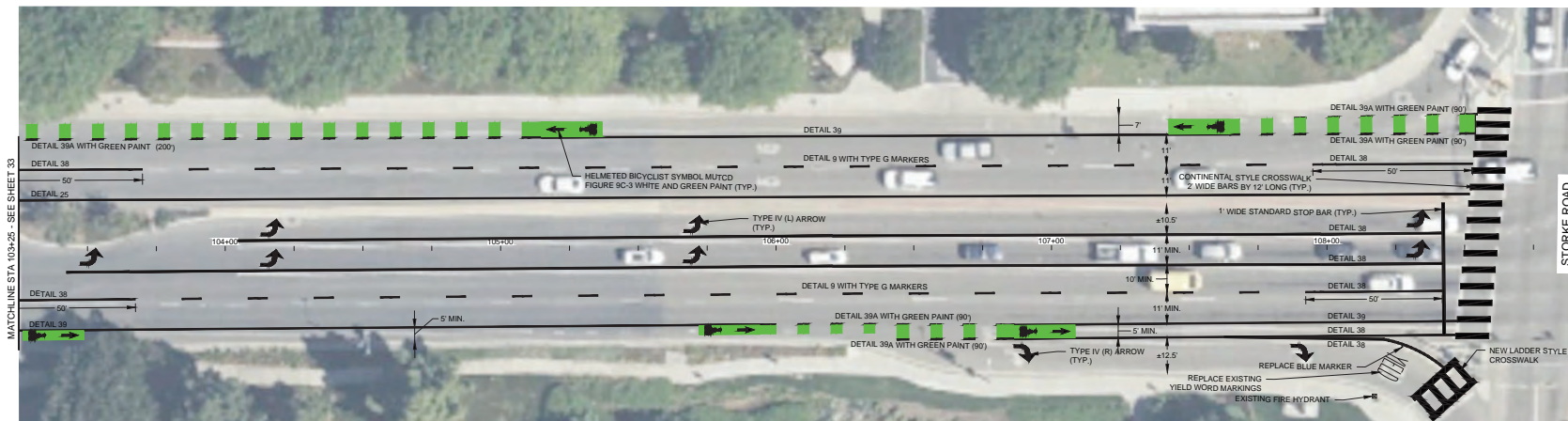
KEY MAP  
NTS

CONTRACT No. \_\_\_\_\_  
ACCOUNT No. \_\_\_\_\_  
PROJECT No. **230268-02**  
SCALE **1" = 20'**  
SHEET **33** of **57**

P:\2025\2025 ARTERIAL PAVEMENT PROJECT\GOLETA, CITY OF\2025 ARTERIAL PAVEMENT PROJECT\CAMINO REAL MARKETPLACE TO STORKE ROAD.DWG P:\2025\2025 ARTERIAL PAVEMENT PROJECT\CAMINO REAL MARKETPLACE TO STORKE ROAD.DWG



HOLLISTER AVENUE - PAVEMENT TREATMENT LIMITS



HOLLISTER AVENUE - STRIPING LAYOUT



KEY MAP  
N

**Pavement Engineering Inc.**  
You can ride on our reputation

Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

(PAVING ONLY)



200 E Canillo St, Suite 101, Santa Barbara, CA 93101  
Phone: (805) 963-9532

SEAL:

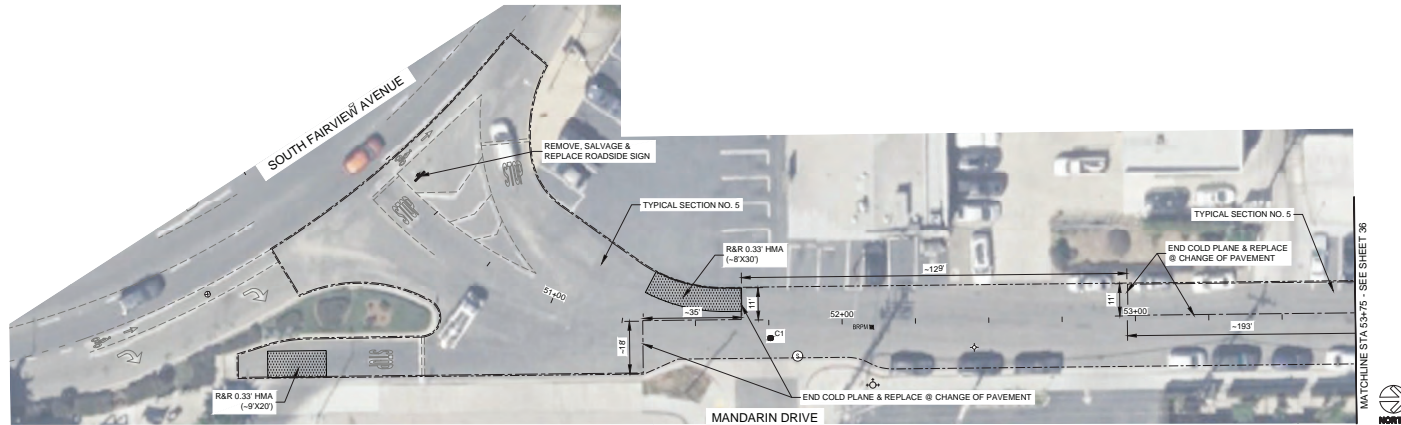
(STRIPING ONLY)

**CITY OF GOLETA**  
DEPARTMENT of PUBLIC WORKS

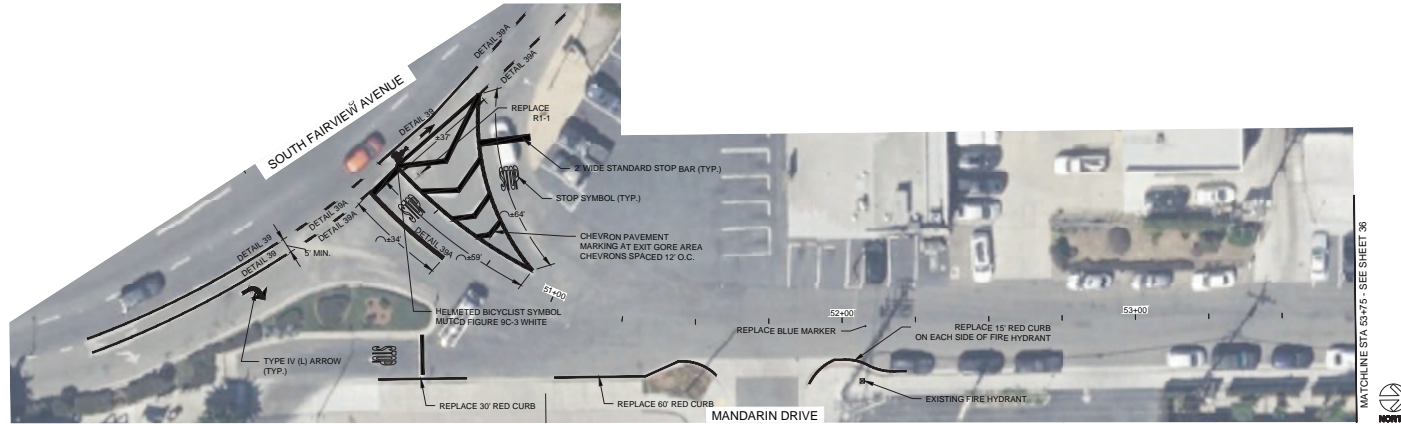
**2025 ARTERIAL  
PAVEMENT PROJECT**  
GOLETA, CA

**BASE BID  
STORKE ROAD  
CAMINO REAL MARKETPLACE TO  
STORKE ROAD**  
STA 103+25 TO STA 108+61

CONTRACT No. \_\_\_\_\_  
ACCOUNT No. \_\_\_\_\_  
PROJECT No. **230268-02**  
SCALE **1" = 20'**  
SHEET **34** of **57**



**SOUTH FAIRVIEW AVENUE - PAVEMENT TREATMENT LIMITS**



**SOUTH FAIRVIEW AVENUE - STRIPING LAYOUT**

**BORING LOG**

NO.	HMA	FABRIC (Y/N)
C1	6-12"	N

\*CORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTION(S) FOUND AT CORING LOCATION(S). FABRIC MAY BE PRESENT IN SECTIONS EVEN IF NOT FOUND AT CORING LOCATION(S).

**Pavement Engineering Inc.**  
You can ride on our reputation

Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

(PAVING ONLY)



200 E Corliss St, Suite 101, Santa Barbara, CA 93101  
Phone: (805) 963-9532

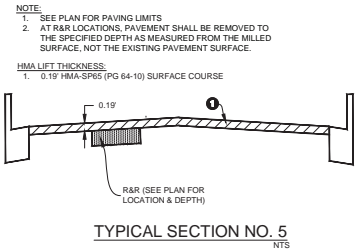
SEAL:

(STRIPING ONLY)

**CITY OF GOLETA**  
DEPARTMENT of PUBLIC WORKS

**2025 ARTERIAL  
PAVEMENT PROJECT**  
GOLETA, CA

**BASE BID**  
SOUTH FAIRVIEW AVENUE  
SOUTH FAIRVIEW AVENUE TO NORTH END  
STA 50+26 TO STA 53+75

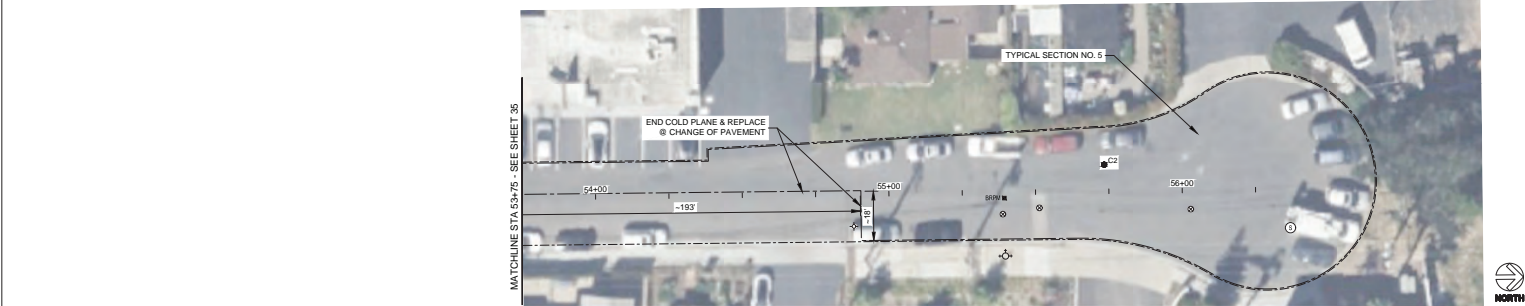


REVISIONS			
REF.	DATE	BY	DESCRIPTION

JR	DESIGNED BY	JANUARY 2025	DATE
PM	DRAWN BY	JANUARY 2025	DATE
NW	CHECK BY	JANUARY 2025	DATE

CONTRACT No.	
ACCOUNT No.	
PROJECT No.	230268-02
SCALE	1" = 20'
SHEET	35 of 57

FILE: Z:\BID\2025\2025 ARTERIAL PAVEMENT\2025 ARTERIAL PAVEMENT - SOUTH FAIRVIEW AVENUE TO NORTH END.DWG PLOTDATE: 1/10/2025 3:14 PM



SOUTH FAIRVIEW AVENUE - PAVEMENT TREATMENT LIMITS



SOUTH FAIRVIEW AVENUE - STRIPING LAYOUT

BORING LOG

NO.	HMA	FABRIC (Y/N)
C2	5'	N

\*CORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTION(S) FOUND AT CORING LOCATION(S). FABRIC MAY BE PRESENT IN SECTIONS EVEN IF NOT FOUND AT CORING LOCATION(S).



**Pavement Engineering Inc.**  
You can ride on our reputation  
  
Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

(PAVING ONLY)



**Stantec**  
  
200 E Corliss St, Suite 101, Santa Barbara, CA 93101  
Phone: (805) 963-9532

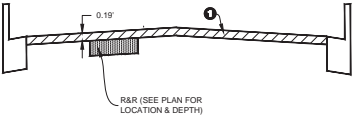
SEAL:

(STRIPING ONLY)

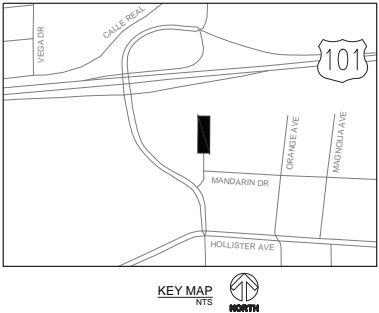
- NOTE:
- SEE PLAN FOR PAVING LIMITS
  - AT R&R LOCATIONS, PAVEMENT SHALL BE REMOVED TO THE SPECIFIED DEPTH AS MEASURED FROM THE MILLED SURFACE, NOT THE EXISTING PAVEMENT SURFACE.

HMA LIFT THICKNESS:

- 0.19' HMA-SP65 (PG 64-10) SURFACE COURSE



TYPICAL SECTION NO. 5  
NTS



REVISIONS				JR	JANUARY	2025
REF.	DATE	BY	DESCRIPTION	DESIGNED BY		DATE
				PM	JANUARY	2025
				DRAWN BY		DATE
				MW	JANUARY	2025
				CHECK BY		DATE

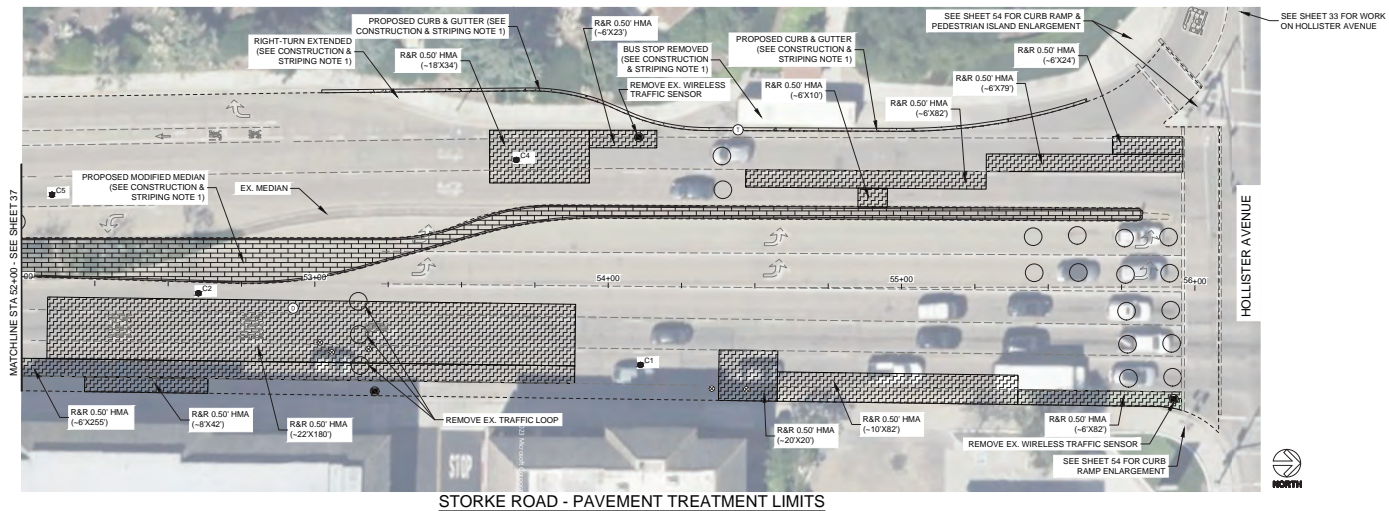
CITY OF GOLETA  
DEPARTMENT of PUBLIC WORKS

2025 ARTERIAL  
PAVEMENT PROJECT  
GOLETA, CA

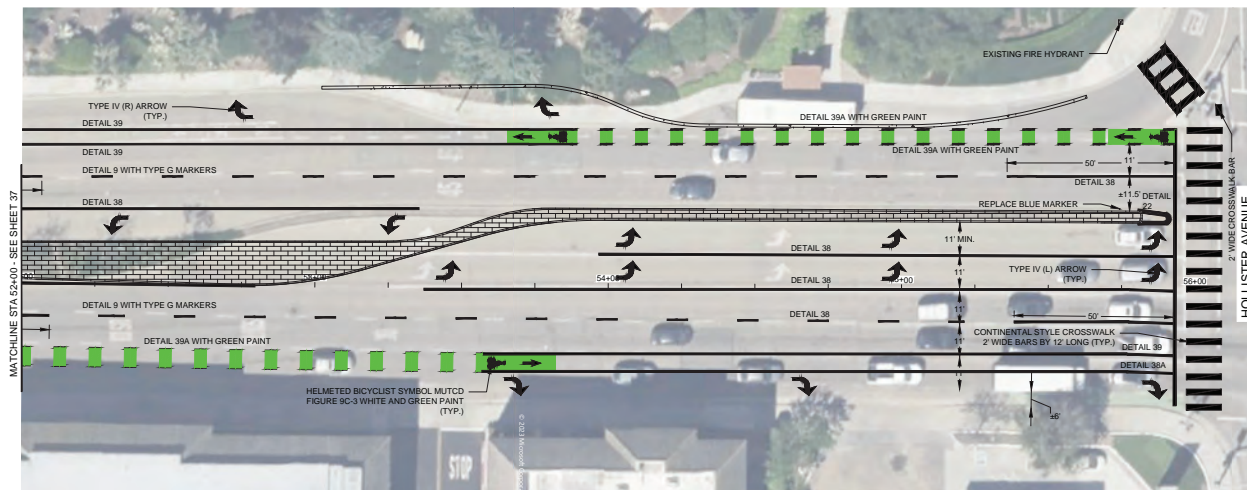
BASE BID  
SOUTH FAIRVIEW AVENUE  
SOUTH FAIRVIEW AVENUE TO NORTH END  
STA 53+75 TO STA 56+66

CONTRACT No.	
ACCOUNT No.	230268-02
PROJECT No.	
SCALE	1" = 20'
SHEET	36 of 57





## STORKE ROAD - PAVEMENT TREATMENT LIMITS



## STORKE ROAD - STRIPING LAYOUT

## BORING LOG

NO.	HMA	AB	R-VALUE	FABRIC (Y/N)
C1	9"	12"	-	Y
C2	10-1/2"	2"	71	Y
C4	7-1/4"	13"	-	Y
C5	12"	-	-	Y

\*CORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTION(S) FOUND AT CORING LOCATION(S). FABRIC MAY BE PRESENT IN SECTIONS EVEN IF NOT FOUND AT CORING LOCATION(S).



**Pavement Engineering Inc.**  
You can ride on our reputation

Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

(PAVING ONLY)



SEAL:

(STRIPING ONLY)

CITY OF GOLETA  
DEPARTMENT of PUBLIC WORKS

2025 ARTERIAL  
PAVEMENT PROJECT  
GOLETA, CA

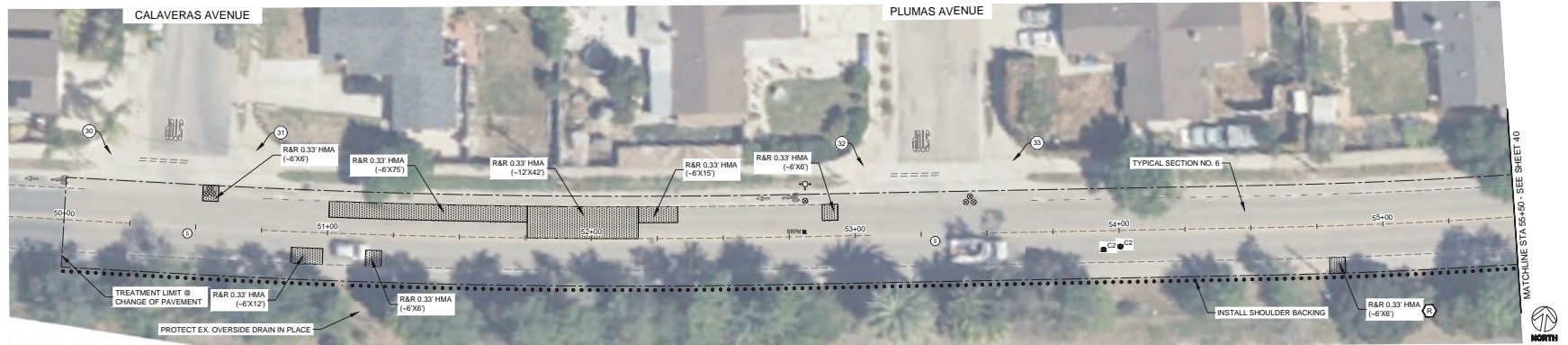
**BID ALTERNATE 1**  
STORKE ROAD  
HOLLISTER AVENUE TO BOLLAY DRIVE

STA 52+00 TO STA 56+08

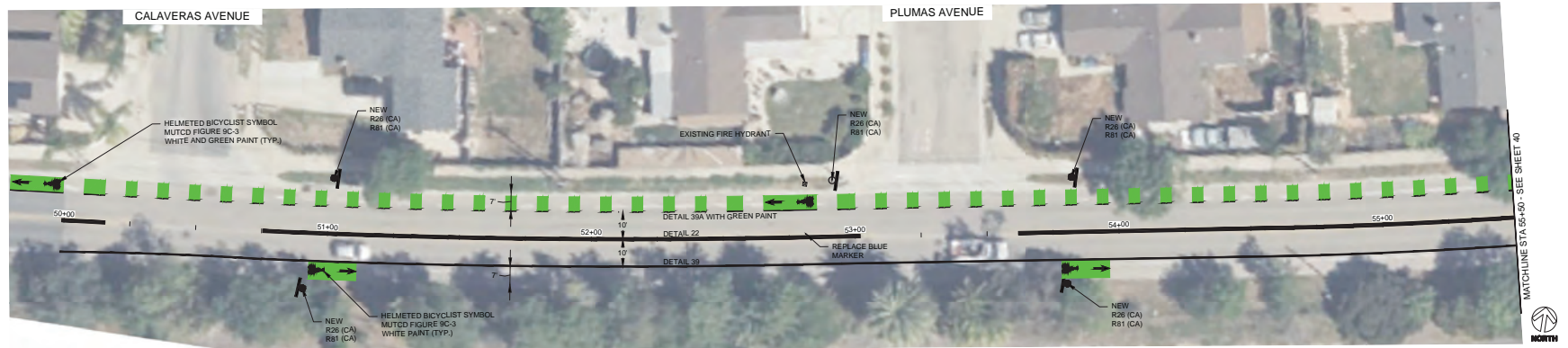


**KEY MAP**  
NTS

CONTRACT No. \_\_\_\_\_  
 ACCOUNT No. \_\_\_\_\_  
 PROJECT No. **230268-02**  
 SCALE **1" = 20'**  
**SHEET 38 of 57**



CALLE REAL - PAVEMENT TREATMENT LIMITS



CALLE REAL - STRIPING LAYOUT

#### BORING LOG

NO.	HMA	AB	R-VALUE	FABRIC (Y/N)
C2	8"	8"	-	N

\*CORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTION(S) FOUND AT CORING LOCATION(S). FABRIC MAY BE PRESENT IN SECTIONS EVEN IF NOT FOUND AT CORING LOCATION(S).

**Pavement Engineering Inc.**  
You can ride on our reputation

Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

(PAVING ONLY)



200 E Corbilo St, Suite 101, Santa Barbara, CA 93101  
Phone: (805) 963-9532

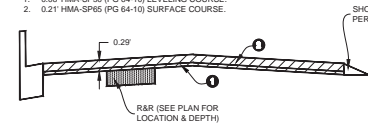
SEAL:

(STRIPING ONLY)

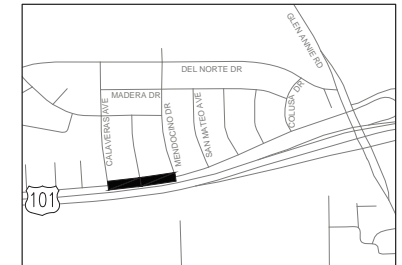
NOTE:  
1. AT R&R LOCATIONS, PAVEMENT SHALL BE REMOVED TO THE SPECIFIED DEPTH AS MEASURED FROM THE MILLED SURFACE, NOT THE EXISTING PAVEMENT SURFACE.

HMA LIFT THICKNESSES:

- 0.08 HMA-SP50 (PG 64-10) LEVELING COURSE.
- 0.21 HMA-SP65 (PG 64-10) SURFACE COURSE.



TYPICAL SECTION NO. 6  
NTS



KEY MAP  
NTS

**CITY OF GOLETA**  
DEPARTMENT of PUBLIC WORKS

**2025 ARTERIAL  
PAVEMENT PROJECT**  
GOLETA, CA

**BID ALTERNATE 2**  
CALLE REAL  
CALAVERAS AVENUE TO SONOMA AVENUE  
STA 50+00 TO STA 55+00

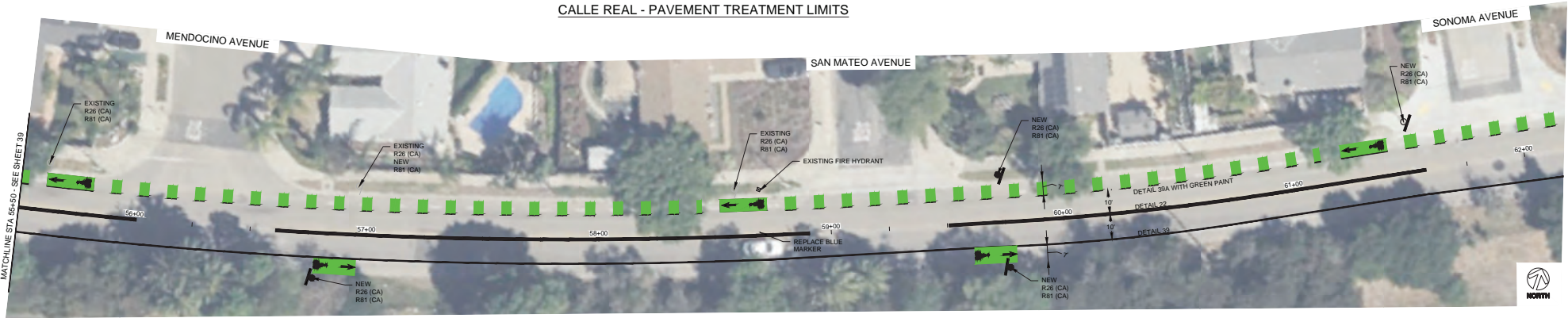
REF.	DATE	BY	DESCRIPTION

JR	JANUARY 2025	DATE
DESIGNED BY		
PM	JANUARY 2025	DATE
DRAWN BY		
NW	JANUARY 2025	DATE
CHECK BY		

CONTRACT No.	
ACCOUNT No.	
PROJECT No.	230268-02
SCALE	1" = 20'
SHEET	39 of 57



CALLE REAL - PAVEMENT TREATMENT LIMITS



CALLE REAL - STRIPING LAYOUT

**BORING LOG**

NO.	HMA	AB	R-VALUE	FABRIC (Y/N)
C1	6"	6"	10	N

\*CORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTION(S) FOUND AT CORING LOCATION(S). FABRIC MAY BE PRESENT IN SECTIONS EVEN IF NOT FOUND AT CORING LOCATION(S).

**Pavement Engineering Inc.**  
 You can ride on our reputation  
 Corporate Office:  
 3485 Sacramento Drive, Suite A  
 San Luis Obispo, CA 93401  
 805.781.2265

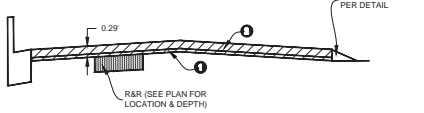
SEAL:  
 (PAVING ONLY)

**Stantec**  
 200 E Corliss St, Suite 101, Santa Barbara, CA 93101  
 Phone: (805) 963-9532

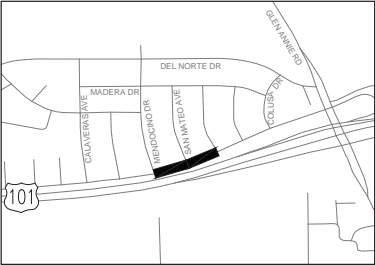
SEAL:  
 (STRIPING ONLY)

**CITY OF GOLETA**  
 DEPARTMENT of PUBLIC WORKS

- NOTE:**  
 1. AT R&R LOCATIONS, PAVEMENT SHALL BE REMOVED TO THE SPECIFIED DEPTH AS MEASURED FROM THE MILLED SURFACE, NOT THE EXISTING PAVEMENT SURFACE.
- HMA LIFT THICKNESSES:**  
 1. 0.08' HMA-SP50 (PG 64-10) LEVELING COURSE.  
 2. 0.21' HMA-SP65 (PG 64-10) SURFACE COURSE.



TYPICAL SECTION NO. 6  
 NTS



KEY MAP  
 NTS

REVISIONS			
REF.	DATE	BY	DESCRIPTION

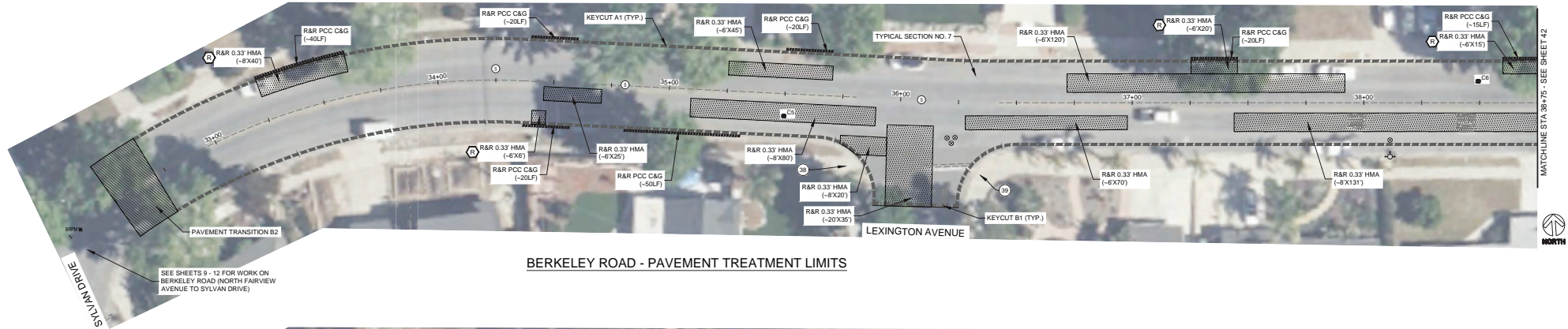
JR	DESIGNED BY	JANUARY 2025	DATE
PM	DRAWN BY	JANUARY 2025	DATE
NW	CHECK BY	JANUARY 2025	DATE

**2025 ARTERIAL  
 PAVEMENT PROJECT**  
 GOLETA, CA

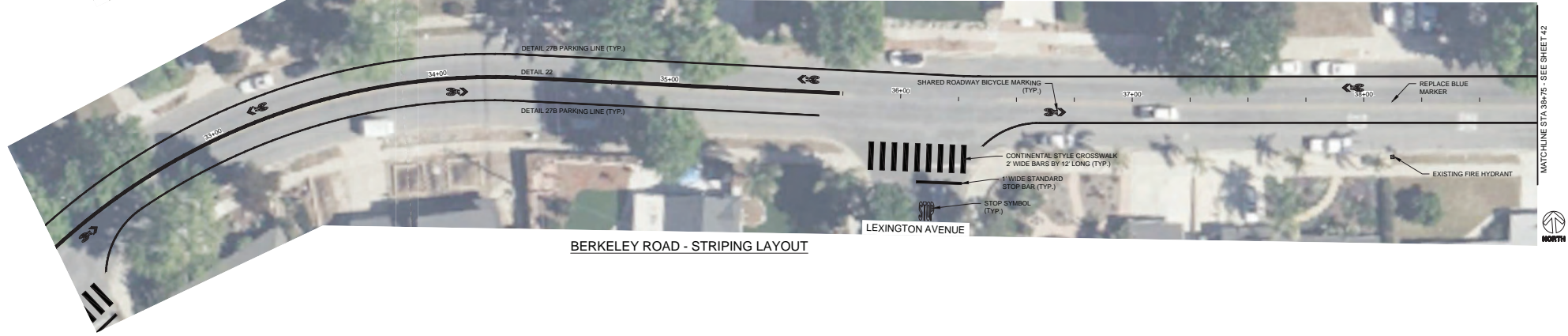
**BID ALTERNATE 2**  
**CALLE REAL**  
 CALAVERAS AVENUE TO SONOMA AVENUE  
 STA 55+50 TO STA 61+47

CONTRACT No.	
ACCOUNT No.	
PROJECT No.	230268-02
SCALE	1" = 20'
SHEET 40 of 57	

FILE: C:\BID\2025\2025 ARTERIAL PAVEMENT PROJECT\GOLA\_CITY OF GOLETA\BERKELEY ROAD - PAVEMENT ENGINEERING INC. - 1/23/2025 10:10 PM



BERKELEY ROAD - PAVEMENT TREATMENT LIMITS



BERKELEY ROAD - STRIPING LAYOUT

BORING LOG

NO.	HMA	FABRIC (Y/N)
C5	3-12"	N
C6	4"	N

\*CORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTION(S) FOUND AT CORING LOCATION(S). FABRIC MAY BE PRESENT IN SECTIONS EVEN IF NOT FOUND AT CORING LOCATION(S).



Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

(PAVING ONLY)



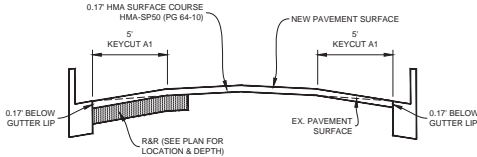
200 E Corliss St. Suite 101, Santa Barbara, CA 93101  
Phone: (805) 963-9532

SEAL:

(STRIPING ONLY)

CITY OF GOLETA  
DEPARTMENT of PUBLIC WORKS

NOTE:  
1. SEE PLAN FOR LOCATION. WHERE R&R'S ARE LOCATED UNDER KEYCUTS, PAVEMENT SHALL BE REMOVED TO THE SPECIFIED DEPTH AS MEASURED FROM THE MILLED SURFACE, NOT THE EXISTING PAVEMENT SURFACE.



TYPICAL SECTION NO. 7  
NTS



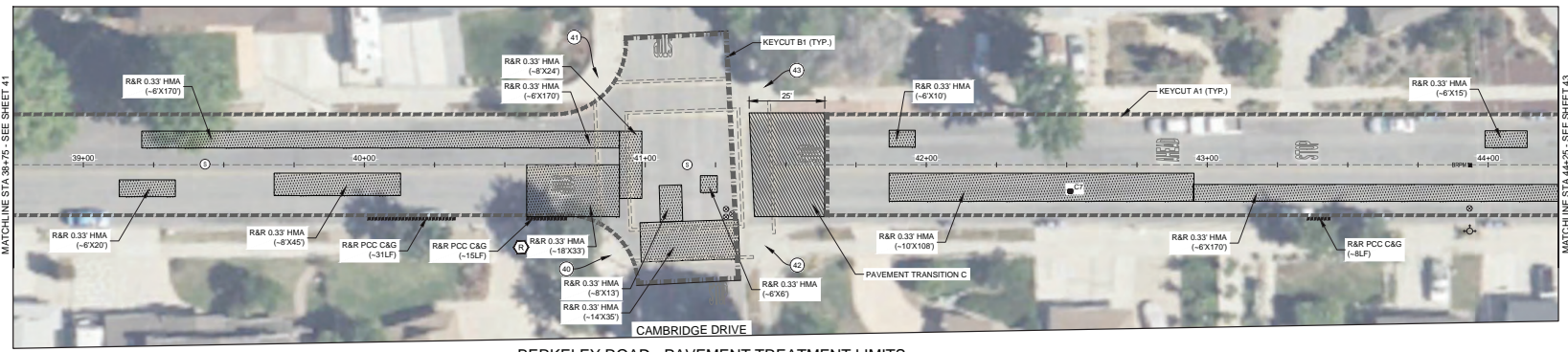
KEY MAP  
NTS

2025 ARTERIAL  
PAVEMENT PROJECT  
GOLETA, CA

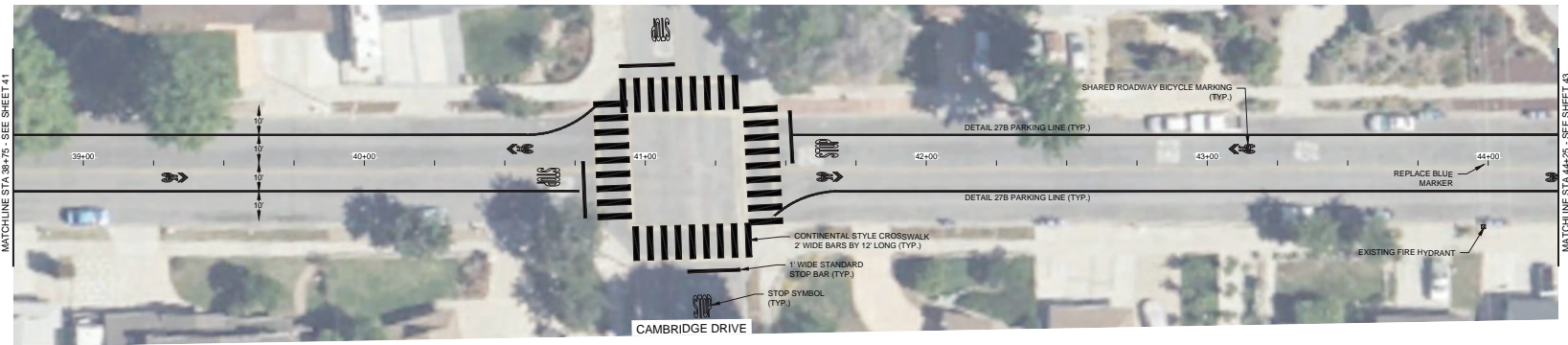
BID ALTERNATE 3  
BERKELEY ROAD  
SYLVAN DRIVE TO EAST END

STA 32+50 TO STA 38+75

CONTRACT No.	
ACCOUNT No.	
PROJECT No.	230268-02
SCALE	1" = 20'
SHEET	41 of 57



BERKELEY ROAD - PAVEMENT TREATMENT LIMITS



BERKELEY ROAD - STRIPING LAYOUT

**BORING LOG**

NO.	HMA	FABRIC (Y/N)
C7	3-12"	N

\*CORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTION(S) FOUND AT CORING LOCATION(S). FABRIC MAY BE PRESENT IN SECTIONS EVEN IF NOT FOUND AT CORING LOCATION(S).

**Pavement Engineering Inc.**  
You can ride on our reputation

Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

(PAVING ONLY)



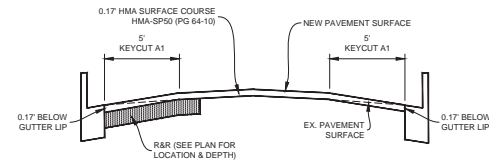
200 E Carrillo St, Suite 101, Santa Barbara, CA 93101  
Phone: (805) 963-9532

SEAL:

(STRIPING ONLY)

**CITY OF GOLETA**  
DEPARTMENT of PUBLIC WORKS

**NOTE:**  
1. SEE PLAN FOR LOCATION WHERE R&R'S ARE LOCATED UNDER KEYCUTS. PAVEMENT SHALL BE REMOVED TO THE SPECIFIED DEPTH AS MEASURED FROM THE MILLED SURFACE, NOT THE EXISTING PAVEMENT SURFACE.



TYPICAL SECTION NO. 7  
NTS



KEY MAP  
NTS

REF.	DATE	BY	DESCRIPTION

PM	JANUARY 2025
DESIGNED BY	DATE
PM	JANUARY 2025
DRAWN BY	DATE
NW	JANUARY 2025
CHECK BY	DATE

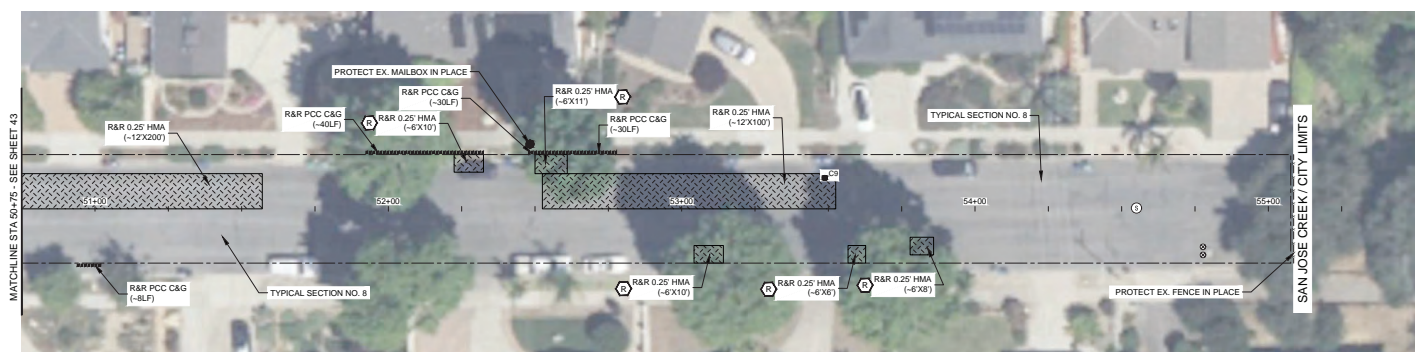
**2025 ARTERIAL  
PAVEMENT PROJECT**  
GOLETA, CA

**BID ALTERNATE 3**  
BERKELEY ROAD  
SYLVAN DRIVE TO EAST END

STA 38+75 TO STA 44+25

CONTRACT No.	
ACCOUNT No.	
PROJECT No.	230268-02
SCALE	1" = 20'
SHEET	42 of 57





BERKELEY ROAD - PAVEMENT TREATMENT LIMITS



BERKELEY ROAD - STRIPING LAYOUT

# BORING LOG

NO.	HMA	FABRIC (Y/N)
C8	5"	N

\*CORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTION(S) FOUND AT CORING LOCATION(S). FABRIC MAY BE PRESENT IN SECTIONS EVEN IF NOT FOUND AT CORING LOCATION(S).

**Pavement Engineering Inc.**  
You can ride on our reputation  
Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

(PAVING ONLY)

**Stantec**  
200 E Corrallo St, Suite 101, Santa Barbara, CA 93101  
Phone: (805) 963-9532

SEAL:

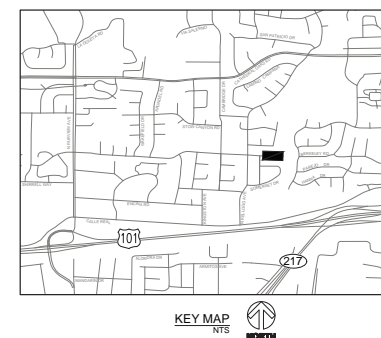
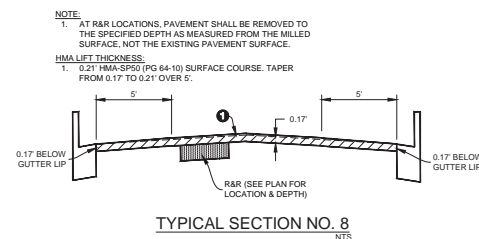
(STRIPING ONLY)

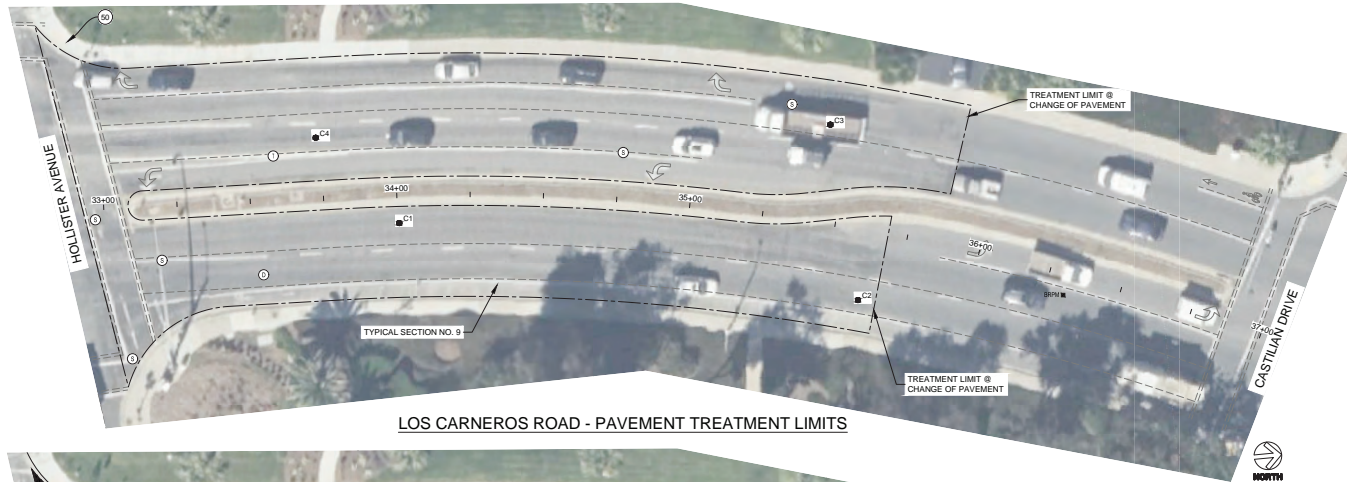
**CITY OF GOLETA**  
DEPARTMENT of PUBLIC WORKS

**2025 ARTERIAL  
PAVEMENT PROJECT**  
GOLETA, CA

**BID ALTERNATE 3**  
BERKELEY ROAD  
SYLVAN DRIVE TO EAST END  
STA 50+75 TO STA 55+08

CONTRACT No. \_\_\_\_\_  
ACCOUNT No. \_\_\_\_\_  
PROJECT No. **230268-02**  
SCALE **1" = 20'**  
SHEET **44** of **57**





LOS CARNEROS ROAD - PAVEMENT TREATMENT LIMITS



LOS CARNEROS ROAD - STRIPING LAYOUT

**BORING LOG**

NO.	HMA	AB	R-VALUE	FABRIC (Y/N)
C1	5"	7"	12	N
C2	4"	10"	-	N
C3	5"	9"	-	N
C4	4-3/4"	11"	-	N

\*CORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTION(S) FOUND AT CORING LOCATION(S). FABRIC MAY BE PRESENT IN SECTIONS EVEN IF NOT FOUND AT CORING LOCATION(S).



Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

(PAVING ONLY)

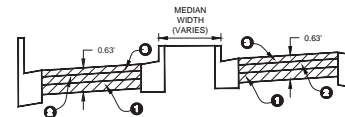


200 E Corrallo St, Suite 101, Santa Barbara, CA 93101  
Phone: (805) 963-9532

SEAL:

(STRIPING ONLY)

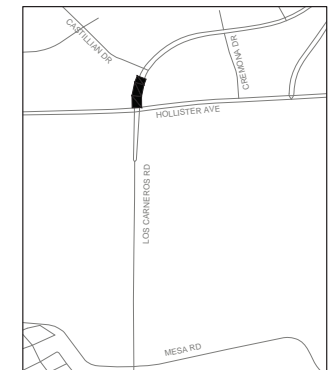
- HMA LIFT THICKNESSES:**
1. PLACE 0.25" HMA-SP185 (PG 64-10) BASE COURSE.
  2. PLACE 0.21" HMA-SP185 (PG 64-10) INTERMEDIATE COURSE.
  3. PLACE 0.17" HMA-SP185 (PG 64-10) SURFACE COURSE.



TYPICAL SECTION NO. 9  
NTS

**CONSTRUCTION NOTES:**

1. CONTRACTOR SHALL ONLY REMOVE MATERIAL QUANTITIES THAT CAN BE REPLACED WITH HMA UP TO 2 INCHES BELOW THE FINISH GRADE DURING THE SAME WORK DAY UNLESS DIRECTED BY THE CITY.
2. CONTRACTOR SHALL PLACE ENTIRE SURFACE COURSE WITHIN THE SAME WORK DAY UNLESS DIRECTED BY THE CITY.



KEY MAP  
NTS

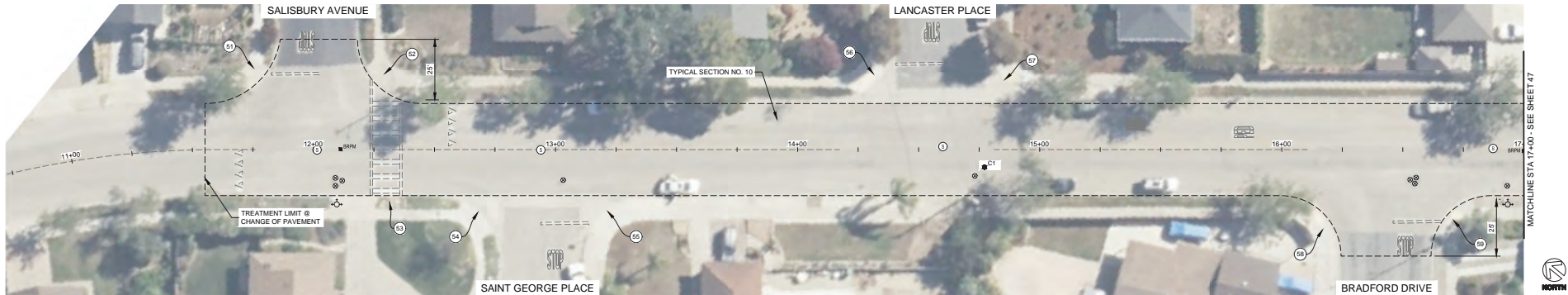
**CITY OF GOLETA**  
DEPARTMENT of PUBLIC WORKS

**2025 ARTERIAL  
PAVEMENT PROJECT**  
GOLETA, CA

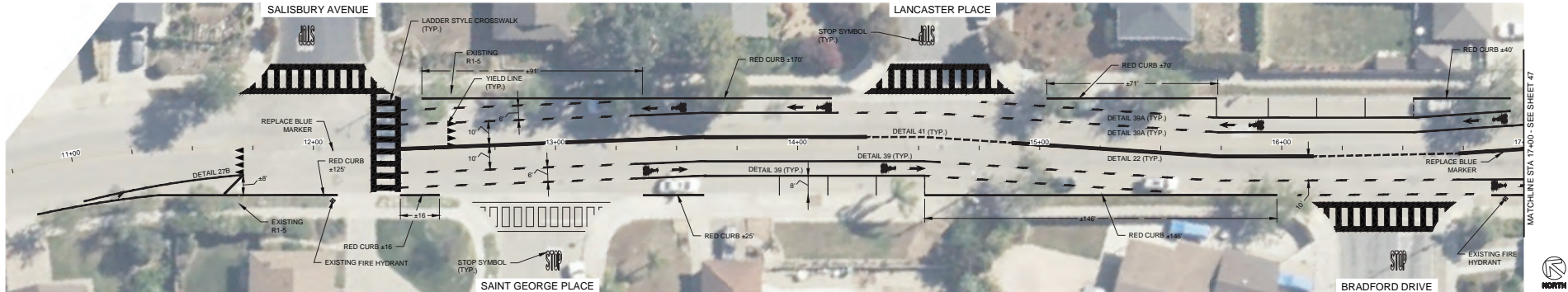
**BID ALTERNATE 4**  
LOS CARNEROS ROAD  
HOLLISTER AVENUE TO CASTILIAN DRIVE

STA 32+93 TO STA 35+86

CONTRACT No. \_\_\_\_\_  
ACCOUNT No. \_\_\_\_\_  
PROJECT No. **230268-02**  
SCALE **1" = 20'**  
SHEET **45** of **57**



CALLE REAL - PAVEMENT TREATMENT LIMITS



CALLE REAL - STRIPING LAYOUT

#### BORING LOG

NO.	HMA	AB	R-VALUE	FABRIC (Y/N)
C1	4"	10"	-	N

\*CORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTION(S) FOUND AT CORING LOCATION(S). FABRIC MAY BE PRESENT IN SECTIONS EVEN IF NOT FOUND AT CORING LOCATION(S).



Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

(PAVING ONLY)



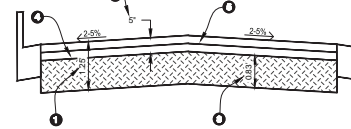
200 E Carrillo St, Suite 101, Santa Barbara, CA 93101  
Phone: (805) 963-9532

SEAL:

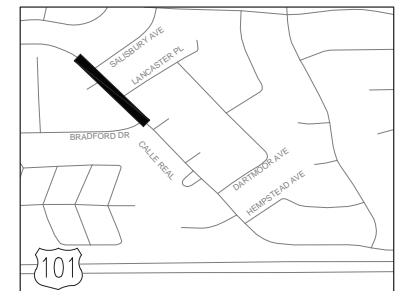
(STRIPING ONLY)

**CITY OF GOLETA**  
DEPARTMENT of PUBLIC WORKS

- CONSTRUCTION SEQUENCE:**
1. PULVERIZE HMA & BASE MAT'L TO A DEPTH OF 1.25'
  2. REMOVE & DISPOSE OF PULVERIZED MAT'L TO A DEPTH OF 0.42'
  3. CEMENT SOIL TREATMENT PER APPROVED MIX DESIGN TO A DEPTH OF 0.83'; REGRADE ROADWAY SURFACE TO 2.5% CROSS SLOPE.
  4. PLACE 0.21" HMA-SP65 (PG 64-10) BASE COURSE.
  5. PLACE 0.21" HMA-SP65 (PG 64-10) SURFACE COURSE.



TYPICAL SECTION NO. 10  
NTS



KEY MAP  
NTS



REVISIONS			
REF.	DATE	BY	DESCRIPTION

JR	DESIGNED BY	JANUARY 2025	DATE
PM	DRAWN BY	JANUARY 2025	DATE
NW	CHECK BY	JANUARY 2025	DATE

**2025 ARTERIAL  
PAVEMENT PROJECT**  
GOLETA, CA

**BID ALTERNATE 5**  
**CALLE REAL**  
**ROCHESTER WAY TO SALISBURY AVENUE**  
STA 10+81 TO STA 17+00

CONTRACT No.	
ACCOUNT No.	
PROJECT No.	230268-02
SCALE	1" = 20'
SHEET	46 of 57



\*CORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTION(S) FOUND AT CORING LOCATION(S). FABRIC MAY BE PRESENT IN SECTIONS EVEN IF NOT FOUND AT CORING LOCATION(S).

(STRIPING ONLY)

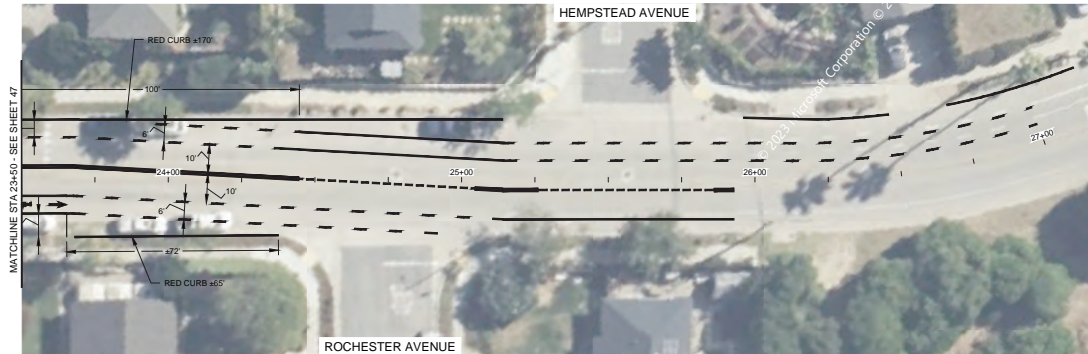


CONTRACT No. \_\_\_\_\_  
ACCOUNT No. \_\_\_\_\_  
PROJECT No. 230268-02  
SCALE 1" = 20'  
SHEET 47 of 57

P:\2025\2025 ARTERIAL PAVEMENT PROJECT\GOLETA, CITY OF\2025 ARTERIAL PAVEMENT PROJECT - ROCHESTER WAY TO SALISBURY AVENUE.DWG PLO.DWG 12/20/25 3:30 PM

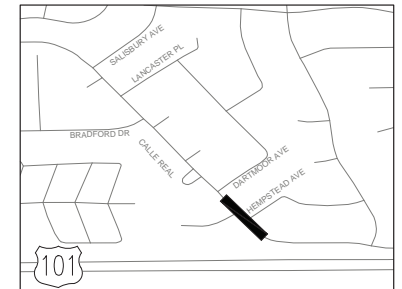
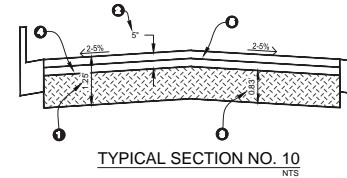


CALLE REAL - PAVEMENT TREATMENT LIMITS



CALLE REAL - STRIPING LAYOUT

- CONSTRUCTION SEQUENCE:
1. PULVERIZE HMA & BASE MAT'L TO A DEPTH OF 1.25'
  2. REMOVE & DISPOSE OF PULVERIZED MAT'L TO A DEPTH OF 0.42'
  3. CEMENT SOIL TREATMENT PER APPROVED MIX DESIGN TO A DEPTH OF 0.83'
  4. REGRADE ROADWAY SURFACE TO 2.5% CROSS SLOPE.
  5. PLACE 0.21" HMA-SP65 (PG 64-10) BASE COURSE.
  6. PLACE 0.21" HMA-SP65 (PG 64-10) SURFACE COURSE.



KEY MAP  
NTS



Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

(PAVING ONLY)



200 E Carrillo St, Suite 101, Santa Barbara, CA 93101  
Phone: (805) 963-9532

SEAL:

(STRIPING ONLY)

CITY OF GOLETA  
DEPARTMENT of PUBLIC WORKS

2025 ARTERIAL  
PAVEMENT PROJECT  
GOLETA, CA

BID ALTERNATE 5  
CALLE REAL  
ROCHESTER WAY TO SALISBURY AVENUE

STA 23+50 TO STA 27+19


REVISIONS			
REF.	DATE	BY	DESCRIPTION

JR	JANUARY 2025	DESIGNED BY
PM	JANUARY 2025	DRAWN BY
NW	JANUARY 2025	CHECK BY

CONTRACT No.	
ACCOUNT No.	
PROJECT No.	230268-02
SCALE	1" = 20'
SHEET	48 of 57

Path: Z:\SHAREDR DRIVE\ACTIVE PROJECTS\GOLETA, CITY OF\2020\TASK 02\DRAWINGS\2020\06-02\_TITLE SHEET.DWG Pld Date: 1/24/2025 1:14 PM

BASE BID / BID ALTERNATE	MAIN STREET	CROSS STREET	CURB RAMP			PCC CURB RAMP	DETECTABLE WARNING SURFACE	PCC SIDEWALK CONFORM	PCC CURB & GUTTER	PCC RETAINING CURB	PCC SPANDREL	PCC CROSS GUTTER	HMA CONFORM	COMMENTS / CONFLICTS
			NUMBER	QUADRANT	CASE	(SF)	(SF)	(SF)	(LF)	(LF)	(SF)	(SF)	(SF)	
BASE BID	CALLE REAL	MARAVILLA, WEST ENTRANCE	1	NW	C	95	15	35		16	162		50	Protect existing guardrail & roadside sign @ back of curb ramp in place
BASE BID	CALLE REAL	MARAVILLA, WEST ENTRANCE	2	NE	CM	75	15	25	15	28	162		240	
BASE BID	CALLE REAL	MARAVILLA, MAIN ENTRANCE	3	SW	CH	90	15	48	24	21			48	
BASE BID	CALLE REAL	MARAVILLA, MAIN ENTRANCE	4	NW	A	204	13	184			365		234	2x traffic signal box, 2x traffic signal
BASE BID	CALLE REAL	MARAVILLA, MAIN ENTRANCE	5	NE	A	228	13	137			365		86	2x cable box, 1x water meter, 1x traffic signal box, 1x traffic signal
BASE BID	CALLE REAL	SANTA BARBARA COUNTY FIRE STATION 12	6	NW	A	210	13	198			693		84	
BASE BID	CALLE REAL	SANTA BARBARA COUNTY FIRE STATION 12	7	NE	A	240	13	150			880		186	Protect existing street light pole in place
BASE BID	BEREKELEY ROAD	KINGS WAY	8	NW	B	153	15	139		19	663		232	Protect existing wooden wall in place
BASE BID	BEREKELEY ROAD	KINGS WAY	9	NE	B	180	15	108		23	421		104	
BASE BID	BEREKELEY ROAD	DANBURY COURT	10	NW	B	180	15	86		18	578		248	Protect existing stone wall in place
BASE BID	BEREKELEY ROAD	DANBURY COURT	11	NE	B	162	15	95		20	465		112	
BASE BID	BEREKELEY ROAD	ALBANY COURT	12	NW	B	162	15	83		20	561		126	
BASE BID	BEREKELEY ROAD	ALBANY COURT	13	NE	B	216	15	82		22	435		230	
BASE BID	BEREKELEY ROAD	WAKEFIELD ROAD	14	NW	B	240	15	90		8	465		110	Protect existing PCC wall in place
BASE BID	BEREKELEY ROAD	WAKEFIELD ROAD	15	NE	B	198	15	85		25	544		244	
BASE BID	BEREKELEY ROAD	ARUNDEL ROAD	16	NW	B	171	15	103		20	481		112	
BASE BID	BEREKELEY ROAD	ARUNDEL ROAD	17	NE	B	189	15	81		22	578		272	
BASE BID	BEREKELEY ROAD	BERKELEY PARK ENTRANCE	18	NE	F	133	13	629	20				40	
BASE BID	BEREKELEY ROAD	BERKELEY PARK ENTRANCE	19	SE	F	60	13	50	16				32	
BASE BID	BEREKELEY ROAD	SYLVAN DRIVE	20	SW	B	190	15	148	41	19			82	Tree @ back of curb ramp
BASE BID	BEREKELEY ROAD	SYLVAN DRIVE	21	NW	F	54	13	70	20				40	
BASE BID	BEREKELEY ROAD	SYLVAN DRIVE	22	SE	B	220	15	169	34	22			68	
BASE BID	HOLLISTER AVENUE	VIA JERO	23	NW	CH	120	15	168	24	20	116	200		Remove and replace sidewalk underdrain; remove, salvage & replace roadside sign
BASE BID	HOLLISTER AVENUE	SOUTHWEST OF SCHOOL ENTRANCE	24	NW	CM	84	15	48	38	14			52	Remove, salvage & replace roadside sign; protect existing PCC wall in place; 1x water meter box
BASE BID	HOLLISTER AVENUE	SOUTHWEST OF SCHOOL ENTRANCE	25	NE	A	220	15	78	64	20			128	
BASE BID	HOLLISTER AVENUE	MAIN SCHOOL ENTERANCE	26	NW	CM	112	15	40	45	14			48	Protect existing traffic signals and water meter box in place
BASE BID	HOLLISTER AVENUE	MAIN SCHOOL ENTERANCE	27	NE	CM	114	15	30	53	14			30	Protect existing traffic signals in place
BASE BID	HOLLISTER AVENUE	MAIN SCHOOL ENTERANCE	28	SW	C	96	15	66		16	242		112	Remove, salvage and replace pavers (~30SF); protect existing traffic signals in place
BASE BID	HOLLISTER AVENUE	MAIN SCHOOL ENTERANCE	29	SE	C	132	36	528		22	378		56	Remove, salvage and replace pavers (~36SF); protect existing traffic signals in place



Pavement Engineering Inc.

You can ride on our reputation

Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

REVISIONS

REF.	DATE	BY	DESCRIPTION

N/A

JANUARY 2025

DESIGNED BY

DATE

N/A

JANUARY 2025

DRAWN BY

DATE

N/A

JANUARY 2025

CHECK BY

DATE

CITY OF GOLETA

DEPARTMENT of PUBLIC WORKS

2025 ARTERIAL  
PAVEMENT PROJECT

GOLETA, CA

CURB RAMP SUMMARY TABLE

CONTRACT No. \_\_\_\_\_

ACCOUNT No. \_\_\_\_\_


PROJECT No. 230268-02

SCALE NO SCALE

SHEET 49 of 57

Path: Z:\SHAREDR\DRIVE\ACTIVE PROJECTS\GOLETA, CITY OF\2020\TASK 02\DRAWINGS\2020\2020-02\_TITLE SHEET.DWG Pld Date: 1/24/2025 1:14 PM

BASE BID / BID ALTERNATE	MAIN STREET	CROSS STREET	CURB RAMP			PCC CURB RAMP	DETECTABLE WARNING SURFACE	PCC SIDEWALK CONFORM	PCC CURB & GUTTER	PCC RETAINING CURB	PCC SPANDREL	PCC CROSS GUTTER	HMA CONFORM	COMMENTS / CONFLICTS
			NUMBER	QUADRANT	CASE	(SF)	(SF)	(SF)	(LF)	(LF)	(SF)	(SF)	(SF)	
BID ALTERNATE B	CALLE REAL	CALAVERAS AVENUE	30	NW	B	171	15	55		19	450		98	Protect existing PCC wall in place
BID ALTERNATE B	CALLE REAL	CALAVERAS AVENUE	31	NE	B	162	15	120		18	420		212	Protect existing CMU wall in place
BID ALTERNATE B	CALLE REAL	PLUMAS AVENUE	32	NW	B	171	15	91		19	465		220	Protect existing PCC wall in place; preserve path of through-drain in wall
BID ALTERNATE B	CALLE REAL	PLUMAS AVENUE	33	NE	B	189	15	93		21	403		82	Protect existing PCC wall in place; preserve path of through-drains in wall
BID ALTERNATE B	CALLE REAL	MENDOCINO DRIVE	34	NW	B	162	15	173	46	18			92	Protect existing PCC wall in place; preserve path of through-drains in wall
BID ALTERNATE B	CALLE REAL	MENDOCINO DRIVE	35	NE	B	153	15	90	35	17			70	
BID ALTERNATE B	CALLE REAL	SAN MATEO AVENUE	36	NW	B	171	15	93		19	495		104	Protect existing CMU wall
BID ALTERNATE B	CALLE REAL	SAN MATEO AVENUE	37	NE	B	162	15	154		18	450		222	Protect existing CMU wall and roadside sign in place
BID ALTERNATE C	BERKELEY ROAD	LEXINGTON AVENUE	38	SW	B	135	15	117	38	15			76	Protect existing roadside sign and light pole in place
BID ALTERNATE C	BERKELEY ROAD	LEXINGTON AVENUE	39	SE	B	180	15	130	44	18			88	Protect existing CMU wall in place
BID ALTERNATE C	BERKELEY ROAD	CAMBRIDGE DRIVE	40	SW	B	170	15	109	28	17			56	Protect existing fence in place
BID ALTERNATE C	BERKELEY ROAD	CAMBRIDGE DRIVE	41	NW	B	240	15	97	39	24			78	Protect existing fence in place
BID ALTERNATE C	BERKELEY ROAD	CAMBRIDGE DRIVE	42	SE	B	234	15	104	7	28	406		122	Protect existing fence in place
BID ALTERNATE C	BERKELEY ROAD	CAMBRIDGE DRIVE	43	NE	B	162	15	60		24	338	222	240	Protect existing roadside sign in place
BID ALTERNATE C	BERKELEY ROAD	NORTH KELLOGG AVENUE	44	SW	B	243	15	130	7	33	365		244	Tree @ back of curb ramp; protect existing street light in place
BID ALTERNATE C	BERKELEY ROAD	NORTH KELLOGG AVENUE	45	NW	B	180	15	67		20	450		108	Protect existing fence in place
BID ALTERNATE C	BERKELEY ROAD	NORTH KELLOGG AVENUE	46	SE	B	220	15	105	13	18	334		92	
BID ALTERNATE C	BERKELEY ROAD	NORTH KELLOGG AVENUE	47	NE	B	162	15	88	7	22	313		236	Remove, salvage & replace roadside sign
BID ALTERNATE C	BERKELEY ROAD	PRINCETON AVENUE	48	SW	B	170	15	55	31	17			62	
BID ALTERNATE C	BERKELEY ROAD	PRINCETON AVENUE	49	SE	B	220	15	140	35	22			70	
BID ALTERNATE D	LOS CARNEROS ROAD	HOLLISTER AVENUE	50	NW	C	120	15	134	27	19			54	2x electric box, 2x traffic signal



Pavement Engineering Inc.

You can ride on our reputation

Corporate Office:

3485 Sacramento Drive, Suite A

San Luis Obispo, CA 93401

805.781.2265

SEAL:

REVISIONS

REF.	DATE	BY	DESCRIPTION

N/A	JANUARY 2025
DESIGNED BY	DATE
N/A	JANUARY 2025
DRAWN BY	DATE
N/A	JANUARY 2025
CHECK BY	DATE

CITY OF GOLETA  
DEPARTMENT of PUBLIC WORKS

2025 ARTERIAL  
PAVEMENT PROJECT  
GOLETA, CA

CURB RAMP SUMMARY TABLE

CONTRACT No. \_\_\_\_\_

ACCOUNT No. \_\_\_\_\_

PROJECT No. 230268-02

SCALE NO SCALE

SHEET 50 of 57

Path: Z:\SHAREDR\DRIVE\ACTIVE PROJECTS\GOLETA, CITY OF\2020\TASK 02\DRAWINGS\2020\2020-02 TITLE SHEET.DWG Pld Date: 1/24/2025 1:14 PM

BASE BID / BID ALTERNATE	MAIN STREET	CROSS STREET	CURB RAMP			PCC CURB RAMP	DETECTABLE WARNING SURFACE	PCC SIDEWALK CONFORM	PCC CURB & GUTTER	PCC RETAINING CURB	PCC SPANDREL	PCC CROSS GUTTER	HMA CONFORM	COMMENTS / CONFLICTS
			NUMBER	QUADRANT	CASE	(SF)	(SF)	(SF)	(LF)	(LF)	(SF)	(SF)	(SF)	
BID ALTERNATE E	CALLE REAL	SALISBURY AVENUE	51	NE	B	162	15	123	34	15			68	Protect existing wooden wall in place
BID ALTERNATE E	CALLE REAL	SALISBURY AVENUE	52	SE	B	162	15	85	39	18			78	
BID ALTERNATE E	CALLE REAL	SALISBURY AVENUE	53	SW	F	25	13	105	20	10			40	Remove and dispose decorative stones
BID ALTERNATE E	CALLE REAL	ST GEORGE PLACE	54	NW	B	224	15	75	14	30	365		136	
BID ALTERNATE E	CALLE REAL	ST GEORGE PLACE	55	SW	B	153	15	126		16	365		228	Remove, salvage & replace roadside sign
BID ALTERNATE E	CALLE REAL	LANCASTER PLACE	56	NE	B	270	15	105	20	34	365	222	256	
BID ALTERNATE E	CALLE REAL	LANCASTER PLACE	57	SE	B	225	15	95	9	30	365		126	
BID ALTERNATE E	CALLE REAL	BRADFORD DRIVE	58	NW	B	216	15	119	42	24			84	Protect existing fence in place
BID ALTERNATE E	CALLE REAL	BRADFORD DRIVE	59	SW	B	216	15	105	51	24			102	
BID ALTERNATE E	CALLE REAL	ST IVES PLACE	60	NE	B	270	15	317	39	31	338		294	Remove and replace adjacent driveway (~380SF); remove, replace & salvage roadside sign
BID ALTERNATE E	CALLE REAL	ST IVES PLACE	61	SE	B	243	15	235	20	28	365		134	Remove and replace adjacent driveway (~380SF)
BID ALTERNATE E	CALLE REAL	ST ALBANS PLACE	62	NE	B	234	15	85	8	27	365		112	Protect existing CMU wall in place
BID ALTERNATE E	CALLE REAL	ST ALBANS PLACE	63	SE	B	243	15	225	20	25	365		258	Remove and replace adjacent driveway (~380SF); protect existing CMU wall in place
BID ALTERNATE E	CALLE REAL	ST CHARLES PLACE	64	NW	B	270	15	90	10	32	592		256	Remove and replace spandrel; remove, salvage & replace roadside sign at median island
BID ALTERNATE E	CALLE REAL	ST CHARLES PLACE	65	SW	B	240	15	117	10	29	365		228	
BID ALTERNATE E	CALLE REAL	DARTMOOR AVENUE	66	NE	B	315	15	92		35	365		256	
BID ALTERNATE E	CALLE REAL	DARTMOOR AVENUE	67	NW	F	20	13	155	21	30			42	Protect existing street light and retaining wall in place; preserve through-curb drain in retaining wall
BID ALTERNATE E	CALLE REAL	DARTMOOR AVENUE	68	SE	A	190	13	140			365		94	Remove, salvage & replace roadside sign



You can ride on our reputation

Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

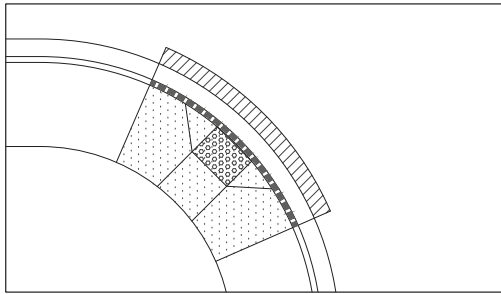
REVISIONS				N/A	JANUARY 2025
REF.	DATE	BY	DESCRIPTION	DESIGNED BY	DATE
				N/A	JANUARY 2025
				DRAWN BY	DATE
				N/A	JANUARY 2025
				CHECK BY	DATE

CITY OF GOLETA  
DEPARTMENT of PUBLIC WORKS

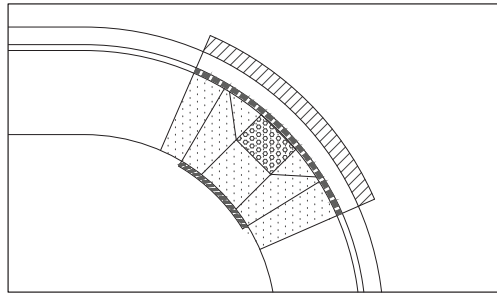
2025 ARTERIAL  
PAVEMENT PROJECT  
GOLETA, CA

CURB RAMP SUMMARY TABLE

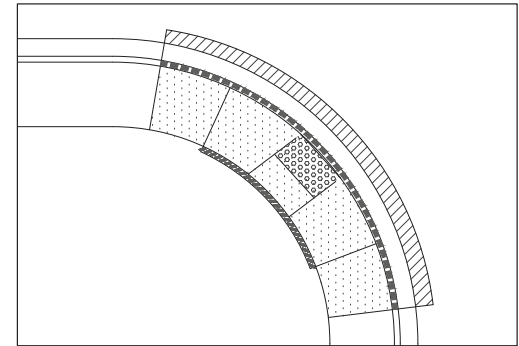
CONTRACT No.	
ACCOUNT No.	
PROJECT No.	230268-02
SCALE	NO SCALE
SHEET 51 of 57	



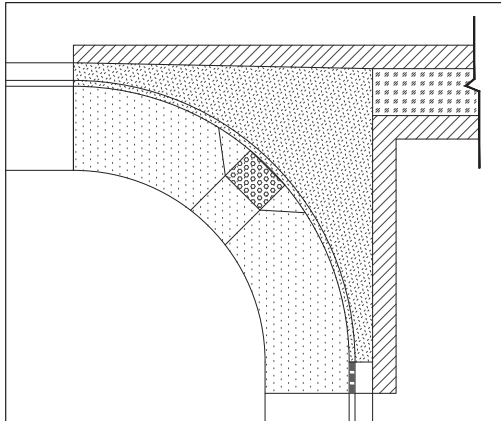
CASE A CURB RAMP W/ CURB & GUTTER



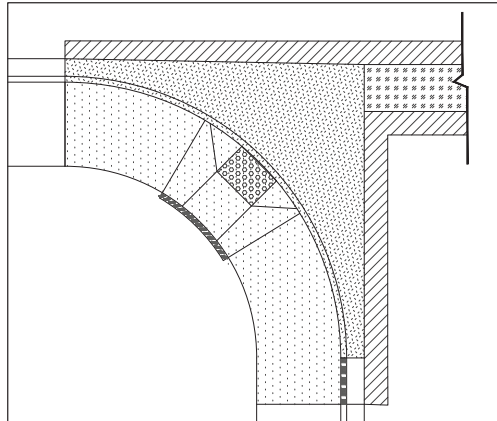
CASE B CURB RAMP W/ CURB & GUTTER



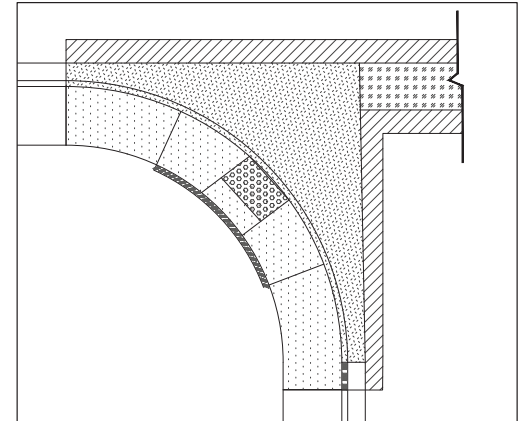
CASE C CURB RAMP W/ CURB & GUTTER



CASE A CURB RAMP W/ SPANDREL & CROSS GUTTER



CASE B CURB RAMP W/ SPANDREL & CROSS GUTTER



CASE C CURB RAMP W/ SPANDREL & CROSS GUTTER

### LEGEND

	PCC CURB RAMP & SIDEWALK		HMA CONFORM
	PCC SPANDREL		PCC CURB & GUTTER
	PCC CROSS GUTTER		PCC RETAINING CURB
	DETECTABLE WARNING SURFACE		

### NOTE

THESE DIAGRAMS ARE FOR REFERENCING GENERAL PAY ITEMS FOR THE DIFFERENT CURB RAMP COMPONENTS ONLY AND SHOULD NOT BE USED AS A BASIS FOR THEIR LAYOUTS. PLEASE REFER TO THE APPROPRIATE PLAN SHEETS, STANDARD DRAWINGS AND DETAILS, SPECIFICATIONS, AND ENGINEER FOR CONSTRUCTION GUIDANCE.



Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

REVISIONS				DESIGNED BY		JANUARY 2025	
REF.	DATE	BY	DESCRIPTION	DATE	DATE	DATE	DATE

CITY OF GOLETA  
DEPARTMENT of PUBLIC WORKS

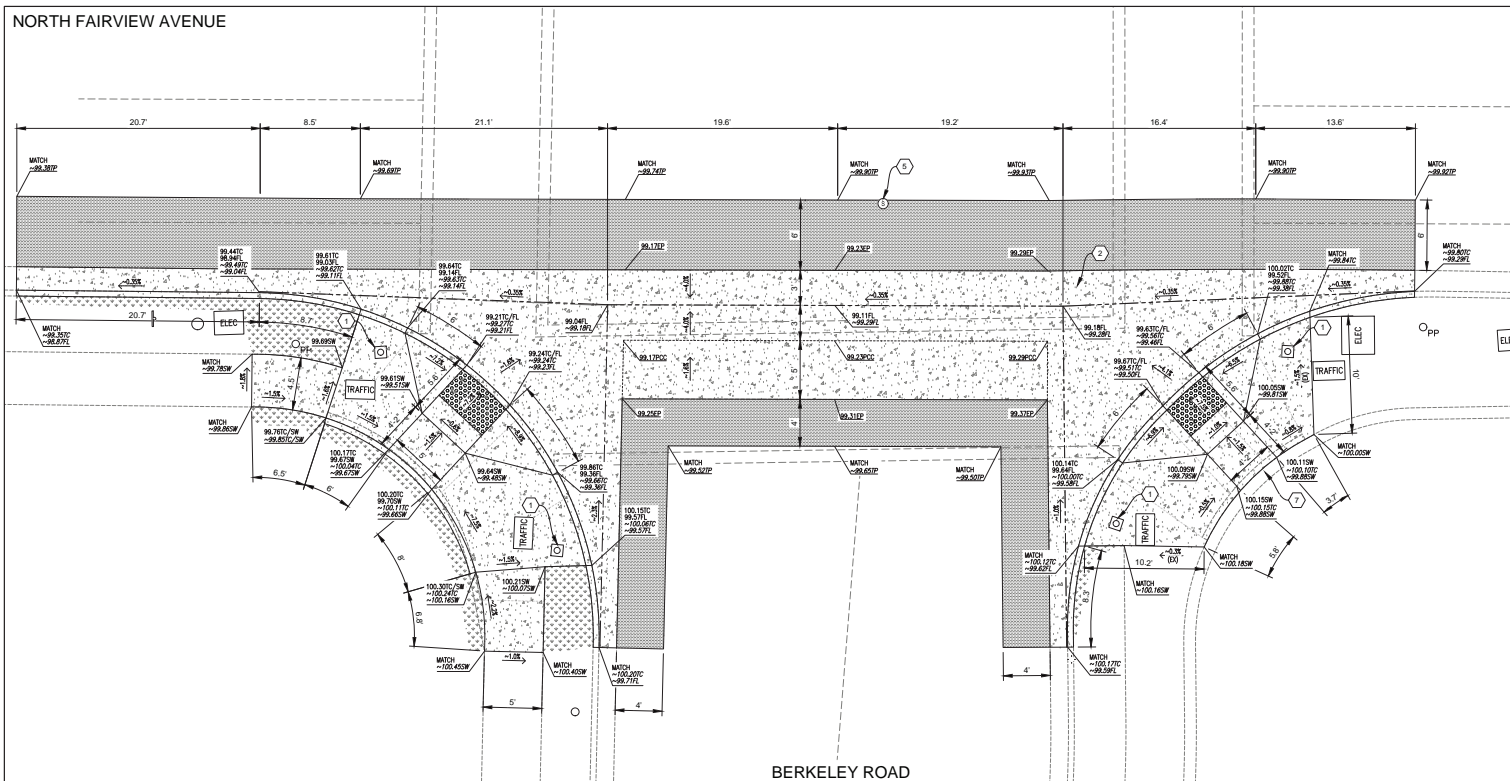
2025 ARTERIAL  
PAVEMENT PROJECT  
GOLETA, CA

CURB RAMP PAY ITEMS

CONTRACT No.	
ACCOUNT No.	230268-02
PROJECT No.	
SCALE	NO SCALE
SHEET 52 of 57	

FILE: 230406208.DWG DATE: 01/04/2024 PROJECT: 230406208, CITY OF GOLETA, CURB RAMPS @ DWS, PLOT: 132205 311M

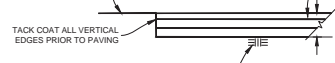
# NORTH FAIRVIEW AVENUE



## BERKELEY ROAD

NOTES:  
1. RECOMPACT LOOSENED MATERIAL AT SURFACE. IF CONTRACTOR DISTURBS MORE THAN 0.13' OF MATERIAL, SUBGRADE SHALL BE RECOMPACTED TO 95% R.C.

PLACE 0.25' HMA-SP85 (PG 64-10) BASE COURSE,  
0.25' HMA-SP85 (PG 64-10) INTERMEDIATE COURSE,  
EX. PAVEMENT, GUTTER & 0.17' HMA-SP85 (PG 64-10) SURFACE COURSE  
LIP OR SPANDREL



REMOVE & REPLACE 0.67' HMA  
NTS

## ENLARGEMENT NORTH FAIRVIEW AVENUE @ BERKELEY ROAD



### LEGEND

- PORTLAND CEMENT CONCRETE IMPROVEMENTS
- INSTALL DETECTABLE WARNING SURFACE
- HMA CONFORM: REMOVE & REPLACE 0.67' OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER
- BACKFILL W/ NATIVE SOIL, REGRADE, & LANDSCAPE RESTORATION
- RIGHT-OF-WAY LINE
- REMOVE & REPLACE/ CONSTRUCT PCC CURB
- LIGHT STANDARD (EX.)
- MANHOLE COVER (D=STORM DRAIN, S=SEWER, T=AT&T)
- SO. CAL. EDISON MH (EX.)
- WATER VALVE COVER
- WATER METER COVER
- ROADSIDE SIGN (EX.)
- SURVEY NAIL
- POWER POLE
- FIRE HYDRANT (EX.)
- LOOP DETECTOR HANDHOLE (EX.)
- Vault Cover (EX.) (TEL=TELECOM, TRAFFIC=TRAFFIC SIGNAL, ELEC=ELECTRICAL)
- TRAFFIC SIGNAL POLE (EX.)
- EDGE OF PAVEMENT
- FLOW LINE
- SIDEWALK
- TOP OF CURB
- GRADE BREAK
- HIGH POINT
- TOP OF PAVEMENT

XXX.XX DESIGN ELEVATION (NON-ITALICIZED)  
XXX.XX EXIST. ELEVATION (ITALICIZED)

### NOTES:

- SEE SHEET 2 FOR GENERAL NOTES & CONSTRUCTION NOTES FOR CURB RAMPS.
- SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.

### ENLARGEMENT NOTES:

- PROTECT IN PLACE EXISTING TRAFFIC SIGNAL POLE & BASE.
- REMOVE & REPLACE PCC SPANDREL AND CROSS GUTTER PER SANTA BARBARA COUNTY STANDARD DETAIL 4-020.
- LOWER UTILITY PRIOR TO COLD PLANE.
- PROTECT IN-PLACE EXISTING RETAINING WALL.

**Pavement Engineering Inc.**  
You can ride on our reputation

Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

REVISIONS				DESIGNED BY		JANUARY 2025	
REF.	DATE	BY	DESCRIPTION	DATE	DATE	DATE	DATE

**CITY OF GOLETA**  
DEPARTMENT of PUBLIC WORKS

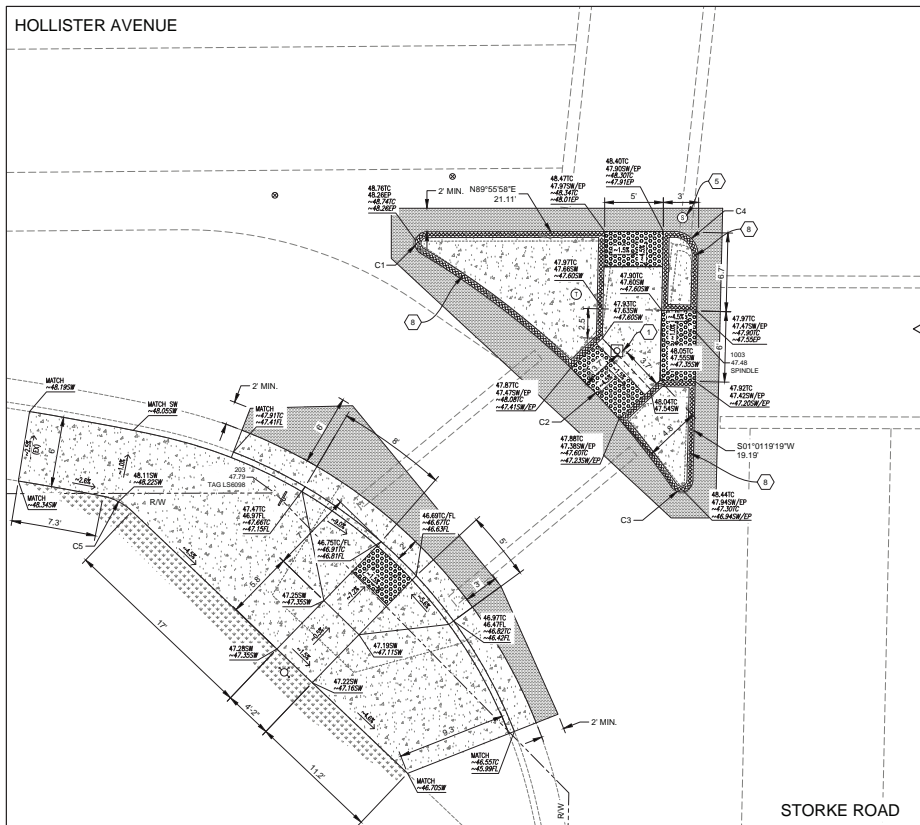
**2025 ARTERIAL  
PAVEMENT PROJECT**  
GOLETA, CA

**CURB RAMPS**  
NORTH FAIRVIEW AVENUE @  
BERKELEY ROAD

CONTRACT No. \_\_\_\_\_  
ACCOUNT No. \_\_\_\_\_  
PROJECT No. **230268-02**  
SCALE **1" = 5'**  
SHEET **53** of **57**

FILE: 23046208.DWG DATE: 01/04/2025 10:00:00 AM PROJECT: 230268-02, CITY OF GOLETA, CURB RAMPS (230268-02) PLOT: 54 OF 57

HOLLISTER AVENUE



STORKE ROAD

ENLARGEMENT  
STORKE ROAD @ HOLLISTER AVENUE

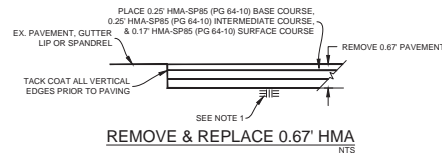


CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	2.61	1.00	149.3489
C2	29.41	68.00	24.7805
C3	2.51	1.00	144.0424
C4	3.19	2.00	91.3892
C5	2.83	5.00	32.42222

ENLARGEMENT NOTES:

- PROTECT IN PLACE EXISTING TRAFFIC SIGNAL POLE & BASE.
- LOWER UTILITY PRIOR TO COLD PLANE.
- CONSTRUCT TYPE A CURB PER SANTA BARBARA COUNTY ENGINEERING STANDARD DETAIL 4-030.
- REMOVE & REPLACE EXISTING PCC CURB. PAINT CURB TO MATCH EXISTING.
- PROTECT IN PLACE EXISTING LOOP DETECTOR HANDHOLE.

NOTES:  
1. RECOMPACT LOOSENED MATERIAL AT SURFACE. IF CONTRACTOR DISTURBS MORE THAN 0.13' OF MATERIAL, SUBGRADE SHALL BE RECOMPACTED TO 96% R.C.



**Pavement Engineering Inc.**  
You can ride on our reputation  
Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

CITY OF GOLETA  
DEPARTMENT of PUBLIC WORKS

2025 ARTERIAL  
PAVEMENT PROJECT  
GOLETA, CA

CURB RAMPS  
STORKE ROAD @ HOLLISTER AVENUE

CONTRACT No. \_\_\_\_\_  
ACCOUNT No. \_\_\_\_\_  
PROJECT No. **230268-02**  
SCALE **1" = 5'**  
SHEET 54 of 57

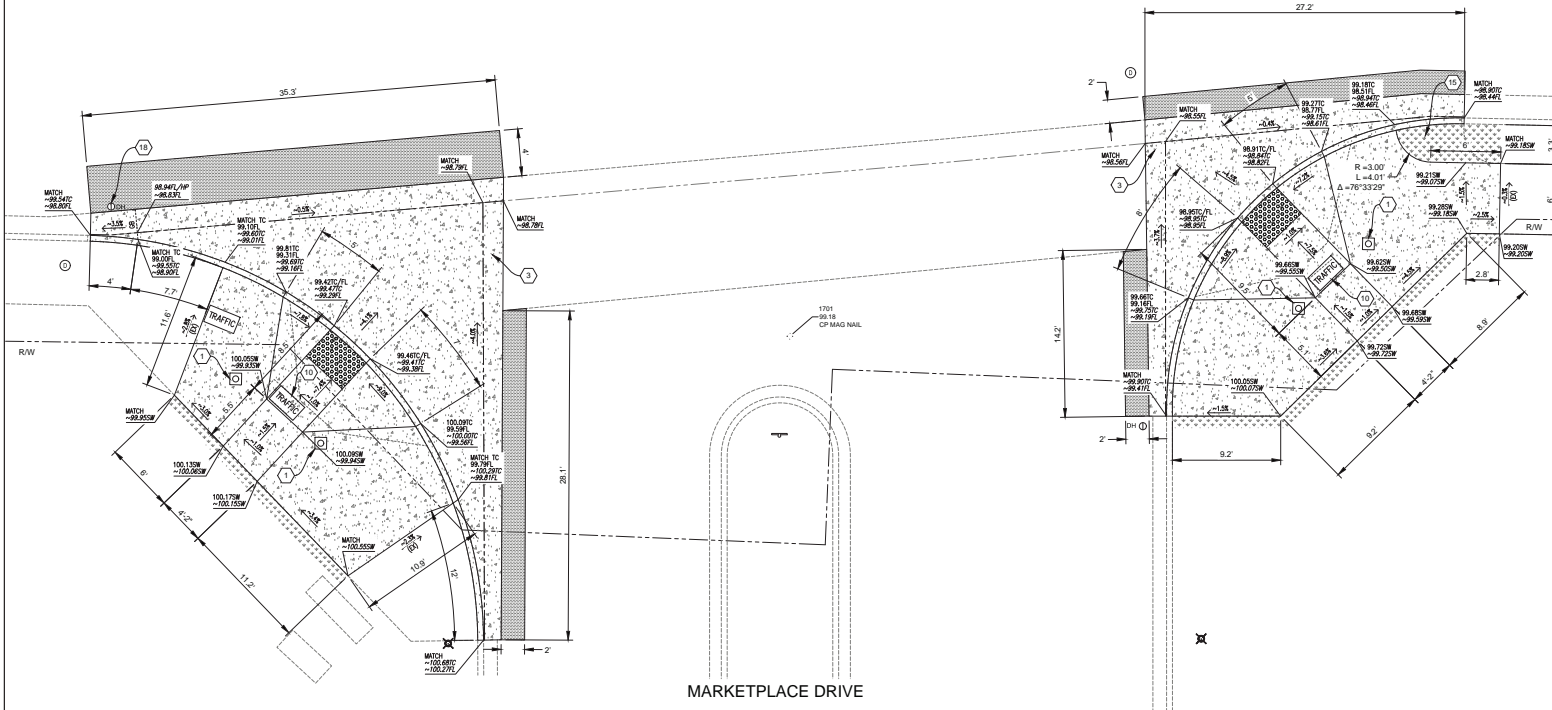
LEGEND

- PORTLAND CEMENT CONCRETE IMPROVEMENTS
- INSTALL DETECTABLE WARNING SURFACE
- HMA CONFORM: REMOVE & REPLACE 0.67' OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER
- BACKFILL W/ NATIVE SOIL, REGRADE, & LANDSCAPE RESTORATION
- RIGHT-OF-WAY LINE
- REMOVE & REPLACE/CONSTRUCT PCC CURB
- LIGHT STANDARD (EX.)
- MANHOLE COVER (D=STORM DRAIN, S=SEWER, T=AT&T)
- SO. CAL. EDISON MH (EX.)
- WATER VALVE COVER
- WATER METER COVER
- ROADSIDE SIGN (EX.)
- SURVEY NAIL
- POWER POLE
- FIRE HYDRANT (EX.)
- LOOP DETECTOR HANDHOLE (EX.)
- VAULT COVER (EX.) (TEL=TELECOM, TRAFFIC=TRAFFIC SIGNAL, ELEC=ELECTRICAL)
- TRAFFIC SIGNAL POLE (EX.)
- EDGE OF PAVEMENT
- FLOW LINE
- SIDEWALK
- TOP OF CURB
- GRADE BREAK
- HIGH POINT
- TOP OF PAVEMENT
- DESIGN ELEVATION (NON-ITALICIZED)
- EXIST ELEVATION (ITALICIZED)

NOTES:  
1. SEE SHEET XX FOR CURB RAMPS & CONSTRUCTION NOTES FOR CURB RAMPS.  
2. SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.

FILE: 230406208 DRIVE/ACTIVE PROJECTS/GOLETA, CITY OF/230406208 DRIVE/GOLETA CURB RAMPS/03.DWG, PLOT DATE: 1/23/2025 3:17 PM

STORKE ROAD



ENLARGEMENT  
STORKE ROAD @ MARKETPLACE DRIVE



NOTES:  
1. RECOMPACT LOOSENED MATERIAL AT SURFACE. IF CONTRACTOR DISTURBS MORE THAN 0.13' OF MATERIAL, SUBGRADE SHALL BE RECOMPACTED TO 95% R.C.

PLACE 0.25' HMA-SP85 (PG 64-10) BASE COURSE,  
0.25' HMA-SP85 (PG 64-10) INTERMEDIATE COURSE,  
EX. PAVEMENT, GUTTER & 0.17' HMA-SP85 (PG 64-10) SURFACE COURSE  
LIP OR SPANDREL



REMOVE & REPLACE 0.67' HMA  
NTS

LEGEND

- PORTLAND CEMENT CONCRETE IMPROVEMENTS
- INSTALL DETECTABLE WARNING SURFACE
- HMA CONFORM: REMOVE & REPLACE 0.67' OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER
- BACKFILL W/ NATIVE SOIL, REGRADE, & LANDSCAPE RESTORATION
- R/W RIGHT-OF-WAY LINE
- REMOVE & REPLACE/ CONSTRUCT PCC CURB
- LIGHT STANDARD (EX.)
- MANHOLE COVER (D=STORM DRAIN, S=SEWER, T=AT&T)
- SO. CAL. EDISON MH (EX.)
- WATER VALVE COVER
- WATER METER COVER
- ROADSIDE SIGN (EX.)
- SURVEY NAIL
- POWER POLE
- FIRE HYDRANT (EX.)
- LOOP DETECTOR HANDHOLE (EX.)
- Vault Cover (EX.) (TEL=TELECOM, TRAFFIC=TRAFFIC SIGNAL, ELEC=ELECTRICAL)
- TRAFFIC SIGNAL POLE (EX.)
- EP EDGE OF PAVEMENT
- FL FLOW LINE
- SW SIDEWALK
- TC TOP OF CURB
- GB GRADE BREAK
- HP HIGH POINT
- TP TOP OF PAVEMENT

XXX.XX DESIGN ELEVATION (NON-ITALICIZED)  
XXX.XX EXIST. ELEVATION (ITALICIZED)

NOTES:

- SEE SHEET 2 FOR GENERAL NOTES & CONSTRUCTION NOTES FOR CURB RAMPS.
- SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.

ENLARGEMENT NOTES:

- PROTECT IN PLACE EXISTING TRAFFIC SIGNAL POLE & BASE.
- REMOVE & REPLACE PCC SPANDREL PER SANTA BARBARA COUNTY STANDARD DETAIL 4-020.
- RELOCATE EXISTING TRAFFIC BOX TO NEW LOCATION ION PLANS. ADJUST TRAFFIC BOX TO FINISHED GRADE.
- SAWCUT & REMOVE PCC SIDEWALK & BACKFILL & REGRADE W/ CLEAN TOPSOIL, GRADE TO 1" BELOW TOP OF ADJACENT CONCRETE SURFACE & LIGHTLY TAMP BACKFILL TO PREVENT FUTURE SETTLEMENT.
- PROTECT IN PLACE EXISTING LOOP DETECTOR HANDHOLE.

**Pavement Engineering Inc.**  
You can ride on our reputation

Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

REVISIONS				DESIGNED BY		JANUARY 2025	
REF.	DATE	BY	DESCRIPTION	DATE			

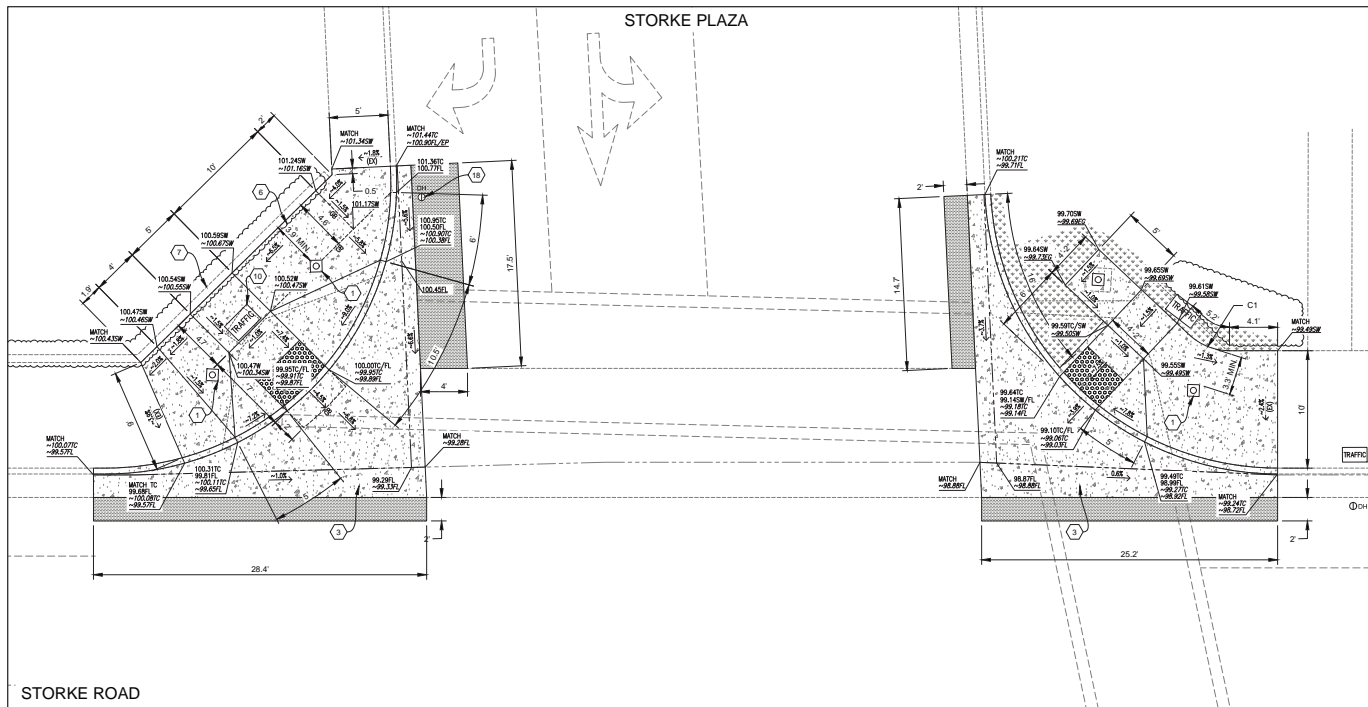
CITY OF GOLETA  
DEPARTMENT of PUBLIC WORKS

2025 ARTERIAL  
PAVEMENT PROJECT  
GOLETA, CA

CURB RAMPS  
STORKE ROAD @ MARKETPLACE DRIVE

CONTRACT No. \_\_\_\_\_  
ACCOUNT No. \_\_\_\_\_  
PROJECT No. **230268-02**  
SCALE **1" = 5'**  
SHEET 55 of 57

FILE: C:\BUREAU\DRIVE\ACTIVE PROJECTS\GOLETA, CITY OF\230268\230268-CURB RAMPS\230268-CURB RAMPS (230268).dwg Plot Date: 1/23/2025 3:11 PM



# LEGEND

- PORTLAND CEMENT CONCRETE IMPROVEMENTS
- INSTALL DETECTABLE WARNING SURFACE
- HMA CONFORM: REMOVE & REPLACE 0.67' OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER
- BACKFILL W/ NATIVE SOIL, REGRADE, & LANDSCAPE RESTORATION
- RIGHT-OF-WAY LINE
- REMOVE & REPLACE/ CONSTRUCT PCC CURB
- LIGHT STANDARD (EX.)
- MANHOLE COVER (D=STORM DRAIN, S=SEWER, T=AT&T)
- SO. CAL. EDISON MH (EX.)
- WATER VALVE COVER
- WATER METER COVER
- ROADSIDE SIGN (EX.)
- SURVEY NAIL
- POWER POLE
- FIRE HYDRANT (EX.)
- LOOP DETECTOR HANDHOLE (EX.)
- VAULT COVER (EX.) (TEL=TELECOM, TRAFFIC=TRAFFIC SIGNAL, ELEC=ELECTRICAL)
- TRAFFIC SIGNAL POLE (EX.)
- EDGE OF PAVEMENT
- FLOW LINE
- SIDEWALK
- TOP OF CURB
- GRADE BREAK
- HIGH POINT
- TOP OF PAVEMENT

XXX.XX  
XXX.XX

DESIGN ELEVATION  
EXIST. ELEVATION

(NON-ITALICIZED)  
(ITALICIZED)

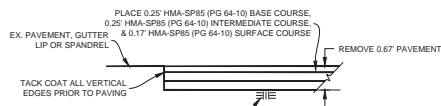
## NOTES:

- SEE SHEET 2 FOR GENERAL NOTES & CONSTRUCTION NOTES FOR CURB RAMPS.
- SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.

## ENLARGEMENT STORKE ROAD @ STORKE PLAZA



- NOTES:
- RECOMPACT LOOSENED MATERIAL AT SURFACE. IF CONTRACTOR DISTURBS MORE THAN 0.13' OF MATERIAL, SUBGRADE SHALL BE RECOMPACTED TO 95% R.C.



REMOVE & REPLACE 0.67' HMA  
NTS

### CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C1	3.78	5.00	43.3531



Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

### REVISIONS

REF.	DATE	BY	DESCRIPTION

BM	JANUARY 2025	DESIGNED BY	DATE
BM	JANUARY 2025	DRAWN BY	DATE
PM	JANUARY 2025	CHECK BY	DATE

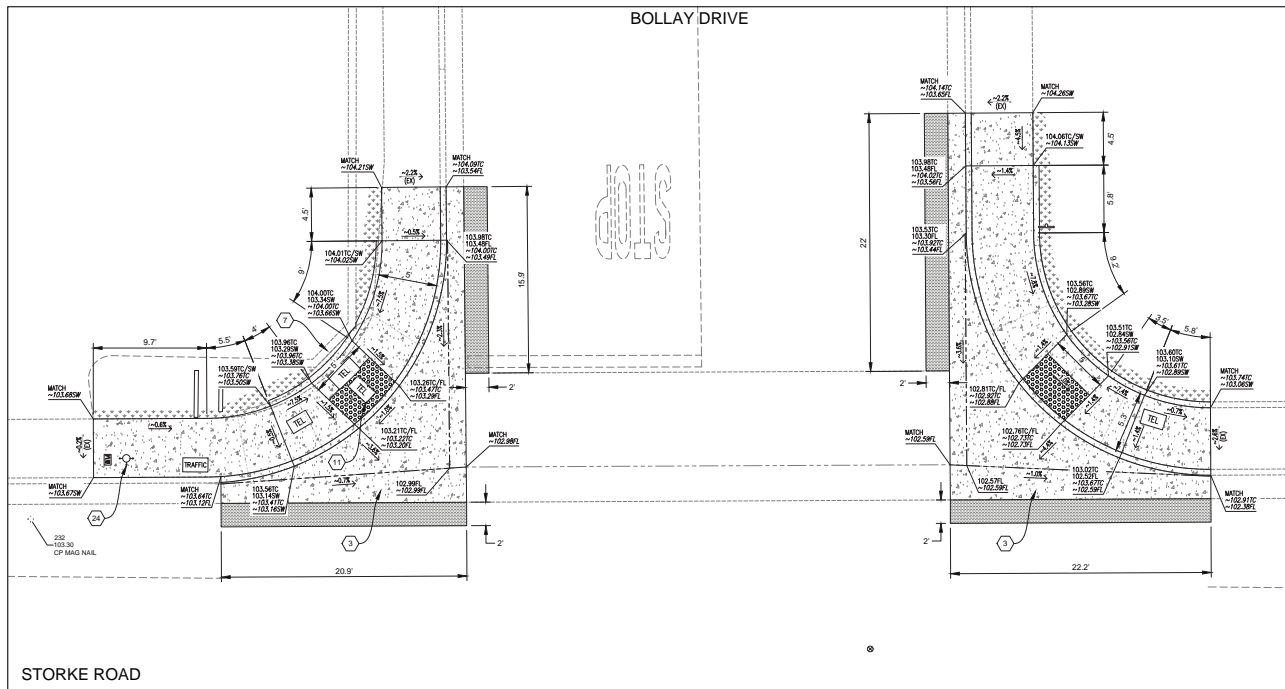
CITY OF GOLETA  
DEPARTMENT of PUBLIC WORKS

2025 ARTERIAL  
PAVEMENT PROJECT  
GOLETA, CA

CURB RAMPS  
STORKE ROAD @ STORKE PLAZA

CONTRACT No.	
ACCOUNT No.	
PROJECT No.	230268-02
SCALE	1" = 5'
SHEET	56 of 57

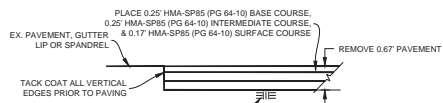
FILE: C:\BUREAU\DRIVE\ACTIVE PROJECTS\GOLETA, CITY OF\230268\230268-CURB RAMPS\230268-PAV ENGR.DWG Plot Date: 1/23/2025 3:11 PM



ENLARGEMENT  
STORKE ROAD @ BOLLAY DRIVE



NOTES:  
1. RECOMPACT LOOSENED MATERIAL AT SURFACE. IF CONTRACTOR DISTURBS MORE THAN 0.13' OF MATERIAL, SUBGRADE SHALL BE RECOMPACTED TO 95% R.C.



REMOVE & REPLACE 0.67' HMA  
NTS

LEGEND

- PORTLAND CEMENT CONCRETE IMPROVEMENTS
- INSTALL DETECTABLE WARNING SURFACE
- HMA CONFORM: REMOVE & REPLACE 0.67' OR MATCH EX. PAVEMENT THICKNESS, WHICHEVER IS GREATER
- BACKFILL W/ NATIVE SOIL, REGRADE, & LANDSCAPE RESTORATION
- RIGHT-OF-WAY LINE
- REMOVE & REPLACE/ CONSTRUCT PCC CURB
- LIGHT STANDARD (EX.)
- MANHOLE COVER (D=STORM DRAIN, S=SEWER, T=AT&T)
- SO. CAL. EDISON MH (EX.)
- WATER VALVE COVER
- WATER METER COVER
- ROADSIDE SIGN (EX.)
- SURVEY NAIL
- POWER POLE
- FIRE HYDRANT (EX.)
- LOOP DETECTOR HANDHOLE (EX.)
- VAULT COVER (EX.) (TEL=TELECOM, TRAFFIC=TRAFFIC SIGNAL, ELEC=ELECTRICAL)
- TRAFFIC SIGNAL POLE (EX.)
- EDGE OF PAVEMENT
- FLOW LINE
- SIDEWALK
- TOP OF CURB
- GRADE BREAK
- HIGH POINT
- TOP OF PAVEMENT

XXX.XX DESIGN ELEVATION (NON-ITALICIZED)  
XXX.XX EXIST. ELEVATION (ITALICIZED)

NOTES:

- SEE SHEET 2 FOR GENERAL NOTES & CONSTRUCTION NOTES FOR CURB RAMPS.
- SLOPES SHOWN ON PLANS ARE APPROXIMATE & PROVIDED FOR DESIGN REVIEW. CURB RAMP LAYOUT & CONSTRUCTION SHALL FOLLOW DESIGN ELEVATIONS & DIMENSIONS AS SHOWN ON THESE PLANS.

ENLARGEMENT NOTES:

- REMOVE & REPLACE PCC SPANDREL PER SANTA BARBARA COUNTY STANDARD DETAIL 4-020.
- PROTECT-IN-PLACE EXISTING RETAINING WALL.
- CUT & SET DOMES AROUND UTILITY BOX COVER.
- PROTECT-IN-PLACE EXISTING FIRE HYDRANT.

**PE** Pavement Engineering Inc.  
You can ride on our reputation

Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

REVISIONS				DESIGNED BY		JANUARY 2025	
REF.	DATE	BY	DESCRIPTION			DATE	
				BM	JANUARY 2025		
				DRAWN BY		DATE	
				PM	JANUARY 2025		
				CHECK BY		DATE	

CITY OF GOLETA  
DEPARTMENT of PUBLIC WORKS

2025 ARTERIAL  
PAVEMENT PROJECT  
GOLETA, CA

CURB RAMPS  
STORKE ROAD @ BOLLAY DRIVE

CONTRACT No. \_\_\_\_\_  
ACCOUNT No. \_\_\_\_\_  
PROJECT No. **230268-02**  
SCALE **1" = 5'**  
SHEET 57 of 57

# The City of Goleta Department of Public Works

## PROJECT PLANS FOR CONSTRUCTION

### CITY PROJECT NUMBER 9062 THE STORKE ROAD / HOLLISTER AVE. TRANSIT, BIKE / PED, AND MEDIAN IMPROVEMENTS

CITY OF GOLETA, CALIFORNIA

TO BE SUPPLEMENTED BY CALTRANS STANDARD PLANS DATED 2018,  
SANTA BARBARA METROPOLITAN TRANSIT DISTRICT BUS STOP STANDARDS REVISED OCTOBER 1, 2004 AND  
THE MOST CURRENT SANTA BARBARA COUNTY STANDARD PLANS AND SPECIFICATIONS

## FINAL SUBMITTAL

### SHEET INDEX

SHT. DESCRIPTION	SHT. NOS.
TITLE SHEET	1
PROJECT OVERVIEW	2
TYPICAL CROSS SECTIONS	3-4
KEY LINE GEOMETRY	5-10
LAYOUT	11-13
PROFILES	14
CONSTRUCTION DETAILS	15-19
EXISTING UTILITY AND CONFLICT PLAN	20-24
UTILITY CROSS SECTIONS	25-26
PAVEMENT DELINEATION AND SIGN PLAN	27
QUANTITIES	28
SURVEY CONTROL	29
TREE REMOVAL PLAN	30

### GENERAL INFORMATION

**CITY OF GOLETA:**  
130 Cremona Dr. Suite B  
Goleta, CA 93111  
(805) 722-4306  
Contact: Kent Yankee

**CIVIL ENGINEER:**  
Bengal Engineering  
360 S. Hope Ave. Suite C-110  
Santa Barbara, CA 93105  
(805) 563-0788  
Contact: Scott Onishuk

**LAND SURVEYOR:**  
Reese Water and Land  
Surveying Services  
900 Los Osos Valley Road, Suite B  
Los Osos, CA 93402-3206  
(805) 439-2741  
Contact: Robert Reese

**RIGHT OF WAY AGENT:**  
Hammer-Jewell  
4476 Market St # 601  
Ventura, CA 93003-7775  
(805) 427-2239  
Contact: Don Irelan & Lillian Jewell

### Selected Acronyms and Abbreviations (See Catrans Std Plan A10A for complete list)

AB	Aggregate Base	Ease	Easement	Irr	Irrigation	P/S	Pre Stressed
Abn	Abandon	EB	East Bound	Jct	Junction	PT	Point of Tangent
AC	Asphalt Concrete	EC	End of Curve	Jt	Joint	Qty	Quantity
Adj	Adjust	ECR	End of Curb Return	L	length	R	Radius
BB	Beginning of Bridge	EG	Existing Ground	LOL	layout line	Reinf	Reinforcement
BC	Beginning of Curve	EOD	Edge of Deck	LS	lump sum	Rel	Relocate
BCR	Beginning of Curb Return	EP	Edge of Pavement	Lt	Left	Ret	Retaining
Beg	Begin	ES	Edge of Shoulder	Max	Maximum	Rev	Revised
Bldg	Building	ETW	Edge of Travelled Way	MBGR	Metal Beam Guard Rail	RSP	Rock Slope Protection
BM	Bench Mark	EVC	End Vertical Curve	MH	Manhole	Rt	Right
Bot	Bottom	Exc	Excavate	Min	Minimum	R/W	Right of Way
Br	Bridge	Exist	Existing	Misc	Miscellaneous	Salv	Salvage
Brg	Bearing	Exp	Expansion	Mod	Modify	SG	Subgrade
BVC	Beginning of Vertical Curve	Exp Jt	Expansion Joint	NTS	Not to scale	Sht	Sheet
BW	Bottom of Wall	Ext	Exterior	Oblr	Obliterate	Spec	Special
CAA	Cable Anchor Assembly	F&C	Frame and Cover	OC	Overcrossing	Sta	Station
C-C	Center-to-center	F&G	Frame and Grate	OD	Outside Diameter	Std	Standard
Chnl	Channel	Fdn	Foundation	OG	Original Ground	Str	Structure
CI	Cast-iron	FES	Flared End Section	OH	Overhead	SW	Sidewalk
CIDH	Cast In Drilled Hole	FF	Filter Fabric	O-O	Out-to-out	S	Sewer
CIP	Cast in place	FG	Finished Grade	P	page	TC	Top of Curb
CISS	Cast in Steel Shell	FH	Fire Hydrant	PB	Pull box	TCB	Traffic Control Box
CL	Chain Link	Fig	Figure	PC	Point of curvature or	TG	Top of Grade
CL	Class	FL	Flow Line	PCC	Pt of compound curvature	TP	Telephone Pole
C/L	Centerline	FOC	Face of Concrete	Ped	Pedestrian	Trans	Transition
Clr	Clear	FS	Finished Surface	Perm Mtl	Permeable Material	UON	Unless otherwise noted
CM	Corrugated Metal	Fig	Footing	PG	Profile Grade	V	Valve
Col	Column	Ga	Gauge	PI	Point of Intersection	Var	Variable
Conc	Concrete	GP	Grading Plane	P/L	Property Line	VC	Vertical Curve
Cr	Creek	Galv	Galvanized	PP	Power Pole	W	Width
D	Depth	GR	Guard Railing	POC	Point on Curve	WH	Weep Hole
Deg	Degree	Gtr	Gutter	POT	Point on Tangent	WM	Wire Mesh
Det	Detail	H	Height	PRC	Point of Reversing Curve	WW	Water Meter
DI	Drainage Inlet	h, hr	hour	PS&E	Plans, specifications & Estimate	WWL	Wing Wall
Dia	Diameter	HW	headwall	PS	Pre-Stressed	WWL	Wing Wall Layout line
Diaph	Diaphragm	Horz	horizontal				
Dist	Distance	HWM	High water mark				
Dwy	Driveway	HMA	Hot Mix Asphalt				

CITY OF GOLETA

Reviewed by:

Signature

Date

### VICINITY MAP

No Scale

FOR REDUCED PLANS  
ORIGINAL SCALE IN INCHES

0 1 2 3

NO.	DATE	REVISIONS	APPRO.



DESIGN CONSULTANT:  
BENGAL ENGINEERING  
360 S. HOPE AVE. SUITE C-110  
SANTA BARBARA, CA 93105

DESIGN: HAO CHECKED: SO  
PROJECT ENGINEER: SCOTT ONISHUK  
R.C.E. 48052



PREPARED FOR:

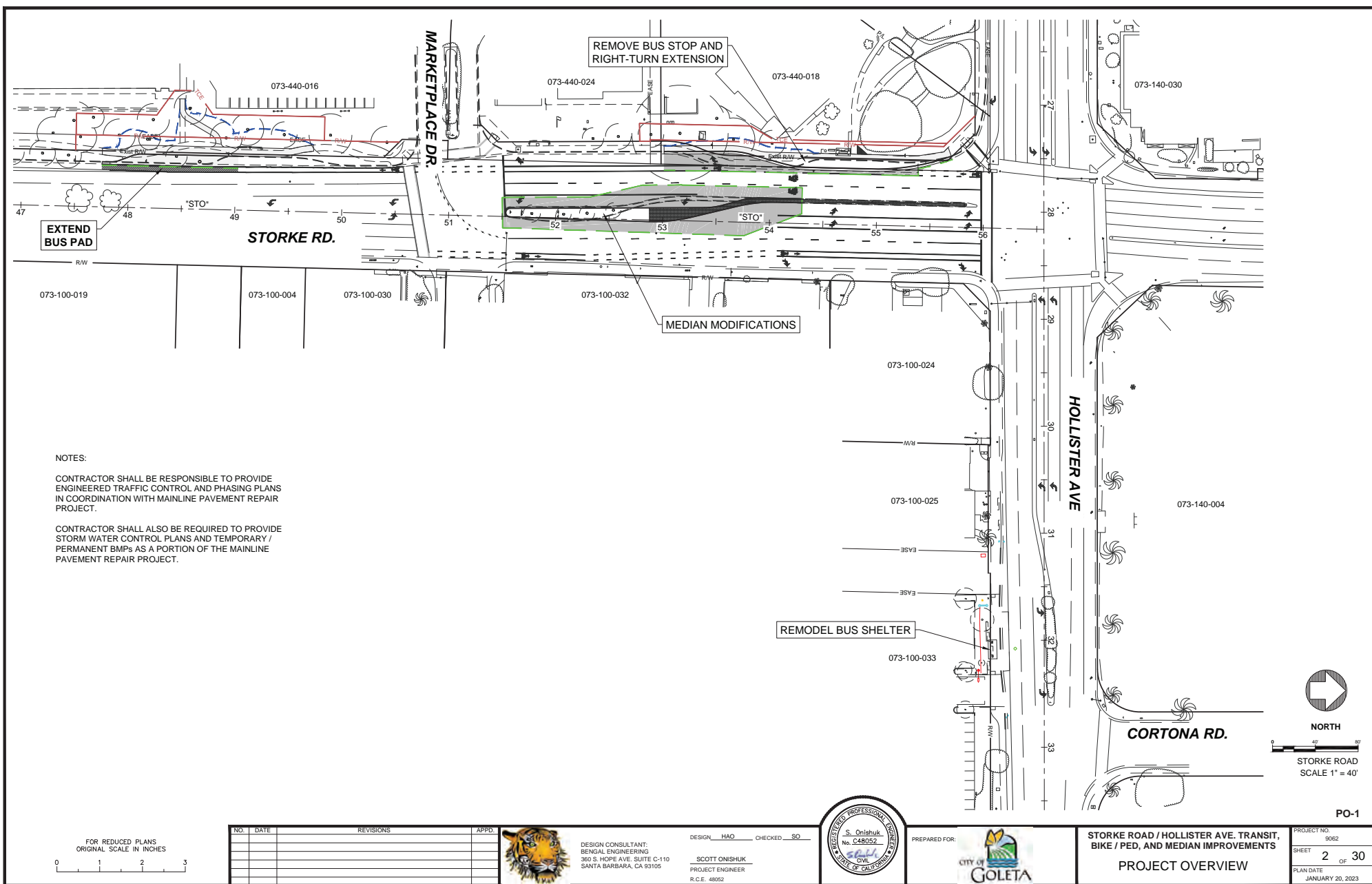


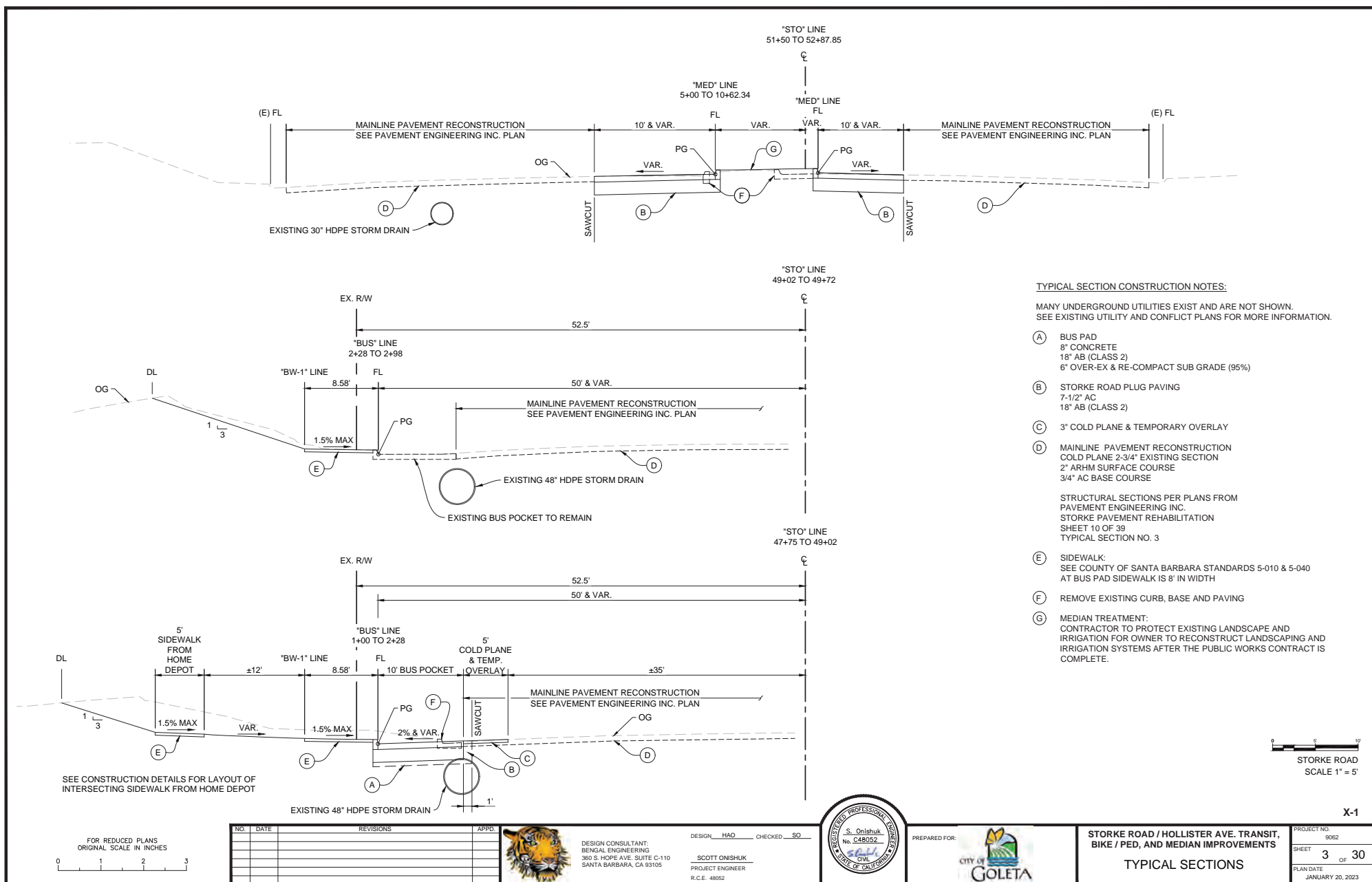
STORKE ROAD / HOLLISTER AVE. TRANSIT,  
BIKE / PED, AND MEDIAN IMPROVEMENTS

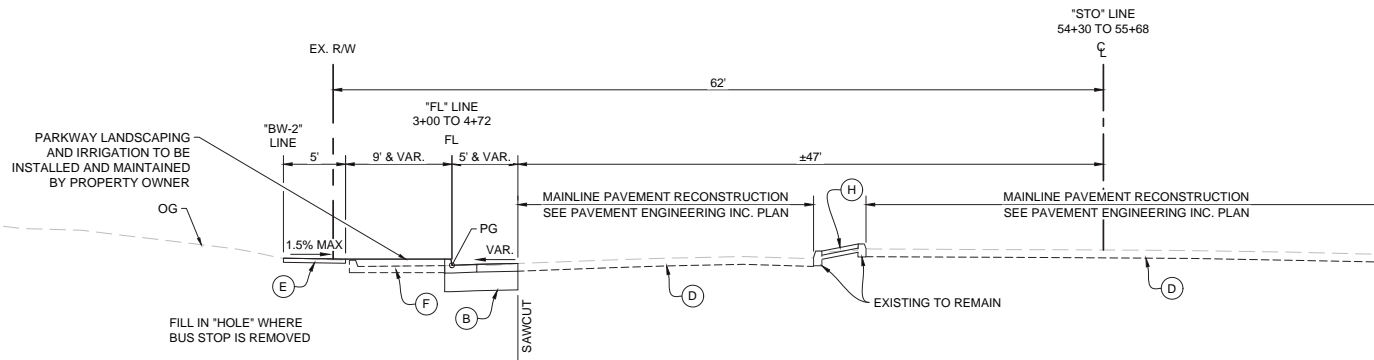
TITLE SHEET

PROJECT NO.	9062
SHEET	1 OF 30
PLAN DATE	JANUARY 20, 2023

E:\Bengal\Goleta city - storke-hollister imprv 21 - documents\cadd\production drawings\storke - title.dwg PLOTTED: 1/19/2023 BY: Henry Quezada







**TYPICAL SECTION CONSTRUCTION NOTES:**

MANY UNDERGROUND UTILITIES EXIST AND ARE NOT SHOWN.  
SEE EXISTING UTILITY AND CONFLICT PLANS FOR MORE INFORMATION.

- (A) BUS PAD  
8" CONCRETE  
18" AB (CLASS 2)  
6" OVER-EX & RE-COMPACT SUB GRADE (95%)

- (B) STORKE ROAD PLUG PAVING  
7-1/2" AC  
18" AB (CLASS 2)

- (C) 3" COLD PLANE & TEMPORARY OVERLAY

- (D) MAINLINE PAVEMENT RECONSTRUCTION  
COLD PLANE 2-3/4" EXISTING SECTION  
2" ARHM SURFACE COURSE  
3/4" AC BASE COURSE

STRUCTURAL SECTIONS PER PLANS FROM  
PAVEMENT ENGINEERING INC.  
STORKE PAVEMENT REHABILITATION  
SHEET 10 OF 39  
TYPICAL SECTION NO. 3

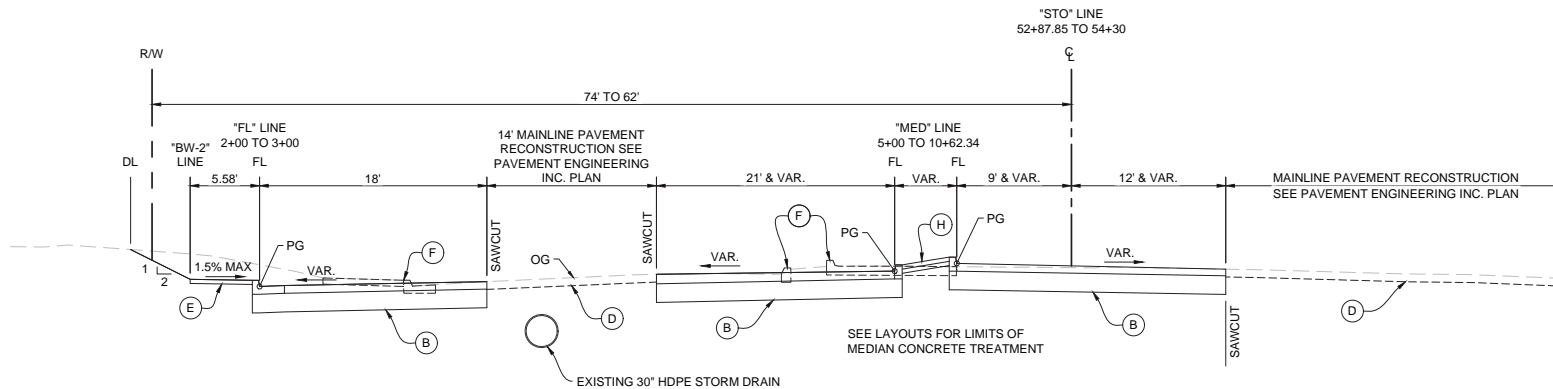
- (E) SIDEWALK:  
SEE COUNTY OF SANTA BARBARA STANDARDS 5-010 & 5-040  
AT BUS PAD SIDEWALK IS 8' IN WIDTH

- (F) REMOVE EXISTING CURB, BASE AND PAVING

- (G) MEDIAN TREATMENT:  
CONTRACTOR TO PROTECT EXISTING LANDSCAPE AND  
IRRIGATION FOR OWNER TO RECONSTRUCT LANDSCAPING AND  
IRRIGATION SYSTEMS AFTER THE PUBLIC WORKS CONTRACT IS  
COMPLETE.

- (H) MEDIAN TREATMENT:  
STAMPED CONCRETE, BRICK PATTERN, BRICK COLOR; MATCH  
MEDIAN NORTH OF HOLLISTER AVE.

CONCRETE IS 4" MIN. THICKNESS  
BEDDED ON 4" MIN. CLASS 4 SUB BASE (ROUND SAND)



0 5 10  
STORKE ROAD  
SCALE 1" = 5'

X-2

FOR REDUCED PLANS  
ORIGINAL SCALE IN INCHES

0 1 2 3

NO.	DATE	REVISIONS	APPRO.



DESIGN CONSULTANT:  
BENGAL ENGINEERING  
360 S. HOPE AVE. SUITE C-110  
SANTA BARBARA, CA 93105

DESIGN: HAO CHECKED: SO  
SCOTT ONISHUK  
PROJECT ENGINEER  
R.C.E. 48052



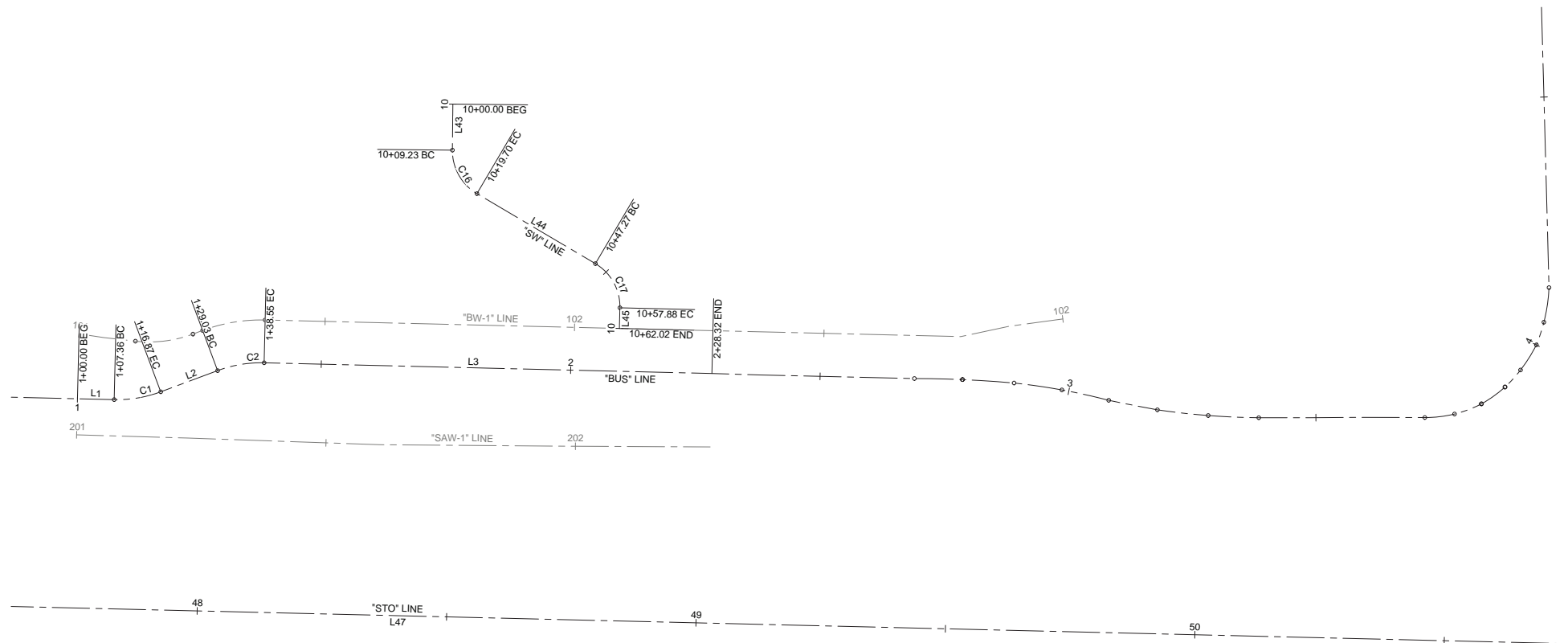
PREPARED FOR:



STORKE ROAD / HOLLISTER AVE. TRANSIT,  
BIKE / PED, AND MEDIAN IMPROVEMENTS

TYPICAL SECTIONS

PROJECT NO.	9062
SHEET	4 OF 30
PLAN DATE	JANUARY 20, 2023



"BUS" LINE							
SEGMENT ID	START STATION	START NORTHING	START EASTING	LENGTH	END STATION	DIRECTION/ DELTA	RADIUS
L1	1+00.00	1983291.08	5997852.19	7.36	1+07.36	N01°21'43"E	
C1	1+07.36	1983298.44	5997852.37	9.51	1+16.87	021°47'43"	25.00
L2	1+16.87	1983307.76	5997850.80	12.16	1+29.03	N20°26'00"W	
C2	1+29.03	1983319.16	5997846.55	9.51	1+38.55	021°48'05"	25.00
L3	1+38.55	1983328.49	5997844.99	89.77	2+28.32	N01°22'05"E	

"SW" LINE							
SEGMENT ID	START STATION	START NORTHING	START EASTING	LENGTH	END STATION	DIRECTION/ DELTA	RADIUS
L43	10+00.00	1983366.31	5997793.17	9.23	10+09.23	S89°26'20"E	
C16	10+09.23	1983366.22	5997802.40	10.47	10+19.70	060°00'00"	10.00
L44	10+19.70	1983371.13	5997811.11	27.57	10+47.27	N30°33'40"E	
C17	10+47.27	1983394.88	5997825.13	10.61	10+57.88	060°48'24"	10.00
L45	10+57.88	1983399.79	5997833.98	4.13	10+62.02	S88°37'55"E	

"STO" LINE							
SEGMENT ID	START STATION	START NORTHING	START EASTING	LENGTH	END STATION	DIRECTION/ DELTA	RADIUS
L47	10+01.40	1979517.55	5997804.00	4655.32	56+56.72	N01°22'05"E	



NORTH



STORKE ROAD  
SCALE 1" = 10'

K-1

FOR REDUCED PLANS  
ORIGINAL SCALE IN INCHES



NO.	DATE	REVISIONS	APPRO.



DESIGN CONSULTANT:  
BENGAL ENGINEERING  
360 S. HOPE AVE. SUITE C-110  
SANTA BARBARA, CA 93105

DESIGN: HAO CHECKED: SO  
SCOTT ONISHUK  
PROJECT ENGINEER  
R.C.E. 48052



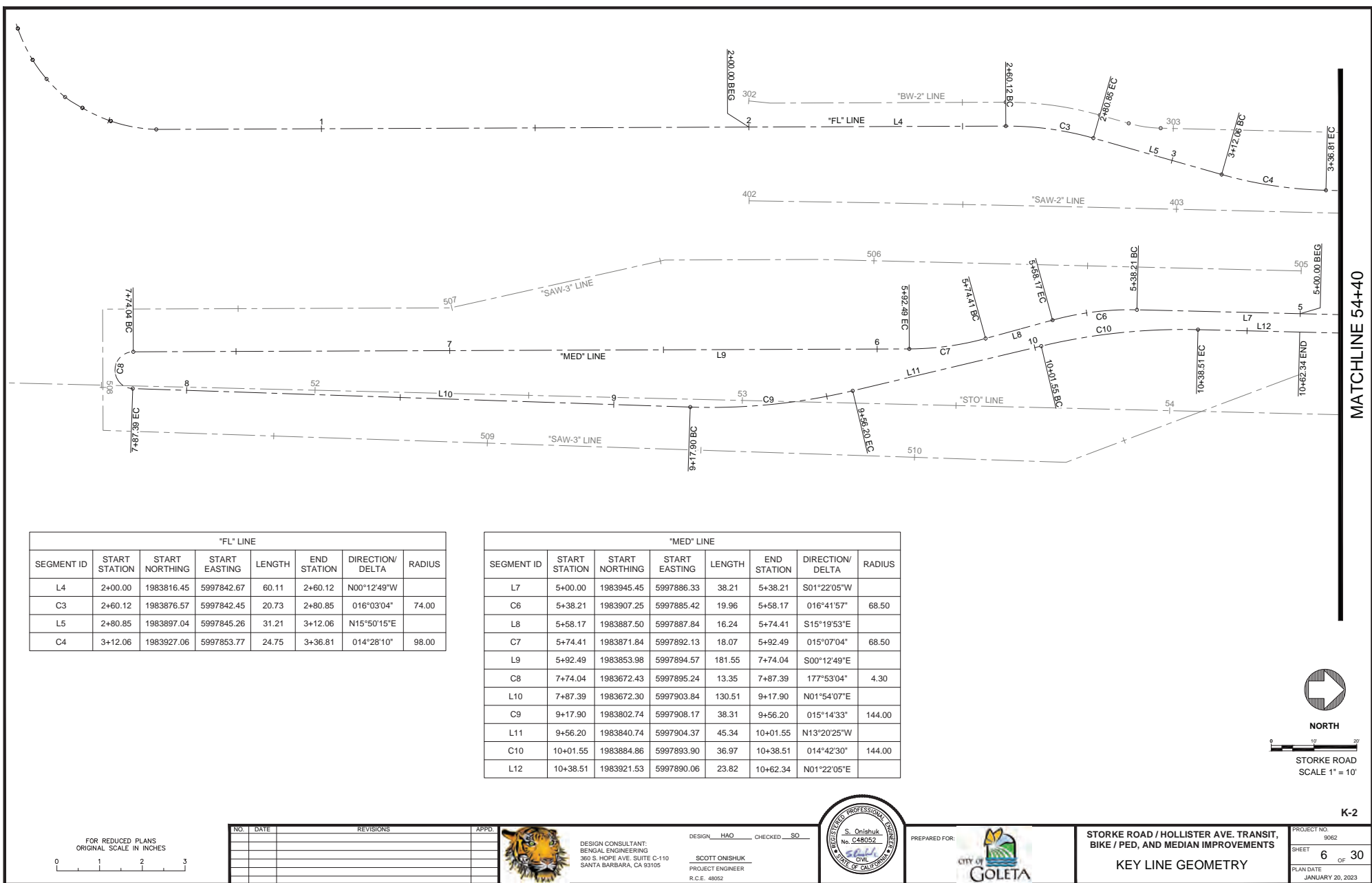
PREPARED FOR:



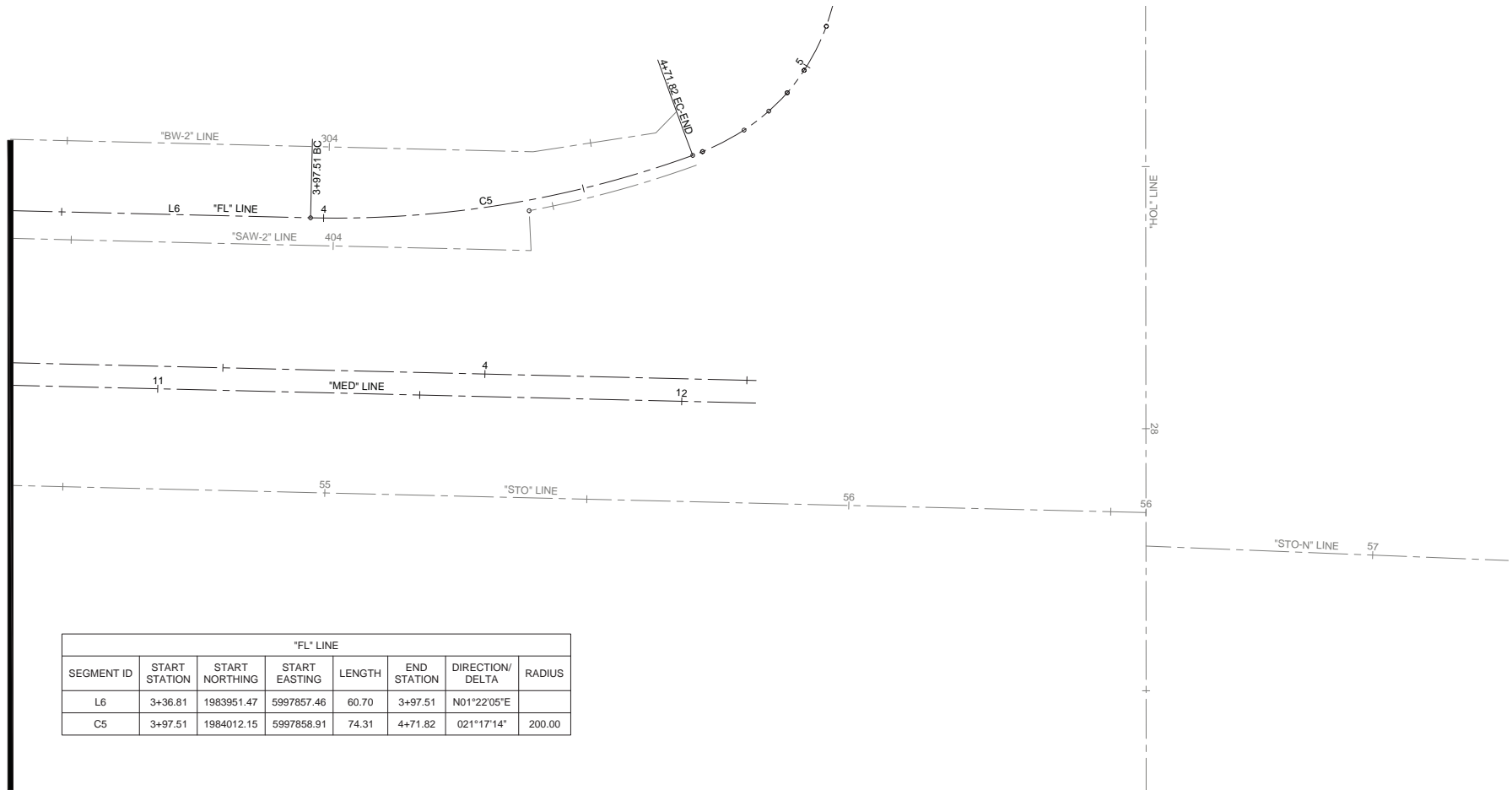
STORKE ROAD / HOLLISTER AVE. TRANSIT,  
BIKE / PED, AND MEDIAN IMPROVEMENTS  
KEY LINE GEOMETRY

PROJECT NO.	9062
SHEET	5 OF 30
PLAN DATE	JANUARY 20, 2023

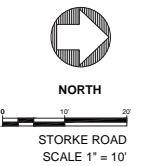
F:\Bengal\goleta city - storke-hollister\mproj 21 - documents\cad\production drawings\storke - keyline geometry-1a.dwg PLOTTED: 1/19/2023 BY: Henry Dagundo



MATCHLINE 54+40



"FL" LINE							
SEGMENT ID	START STATION	START NORTHING	START EASTING	LENGTH	END STATION	DIRECTION/ DELTA	RADIUS
L6	3+36.81	1983951.47	5997857.46	60.70	3+97.51	N01°22'05"E	
C5	3+97.51	1984012.15	5997858.91	74.31	4+71.82	021°17'14"	200.00



K-3

FOR REDUCED PLANS  
ORIGINAL SCALE IN INCHES



NO.	DATE	REVISIONS	APPRO.



DESIGN CONSULTANT:  
BENGAL ENGINEERING  
360 S. HOPE AVE. SUITE C-110  
SANTA BARBARA, CA 93105

DESIGN: HAO CHECKED: SO  
PROJECT ENGINEER: SCOTT ONISHUK  
R.C.E. 48052



PREPARED FOR:

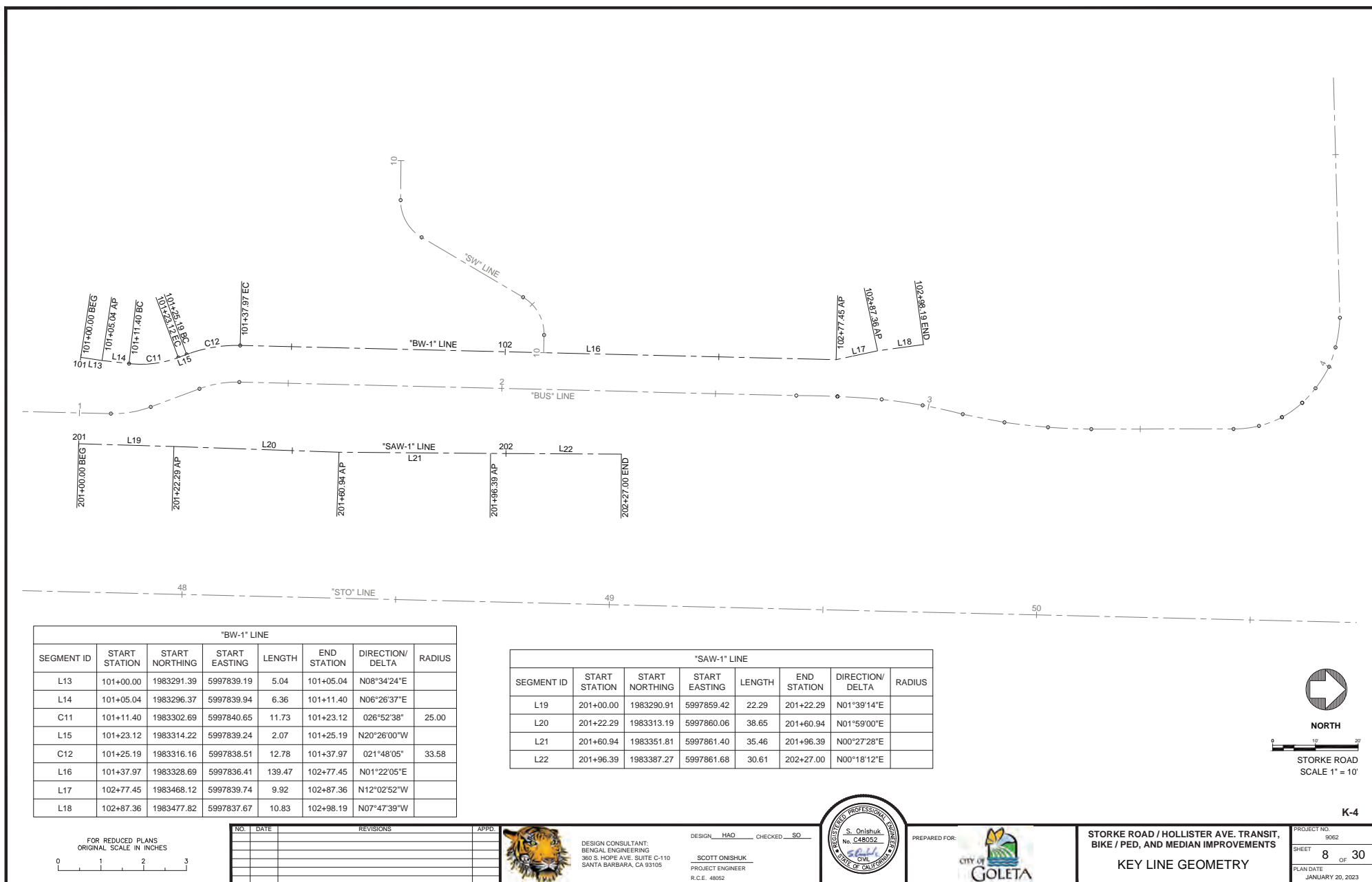


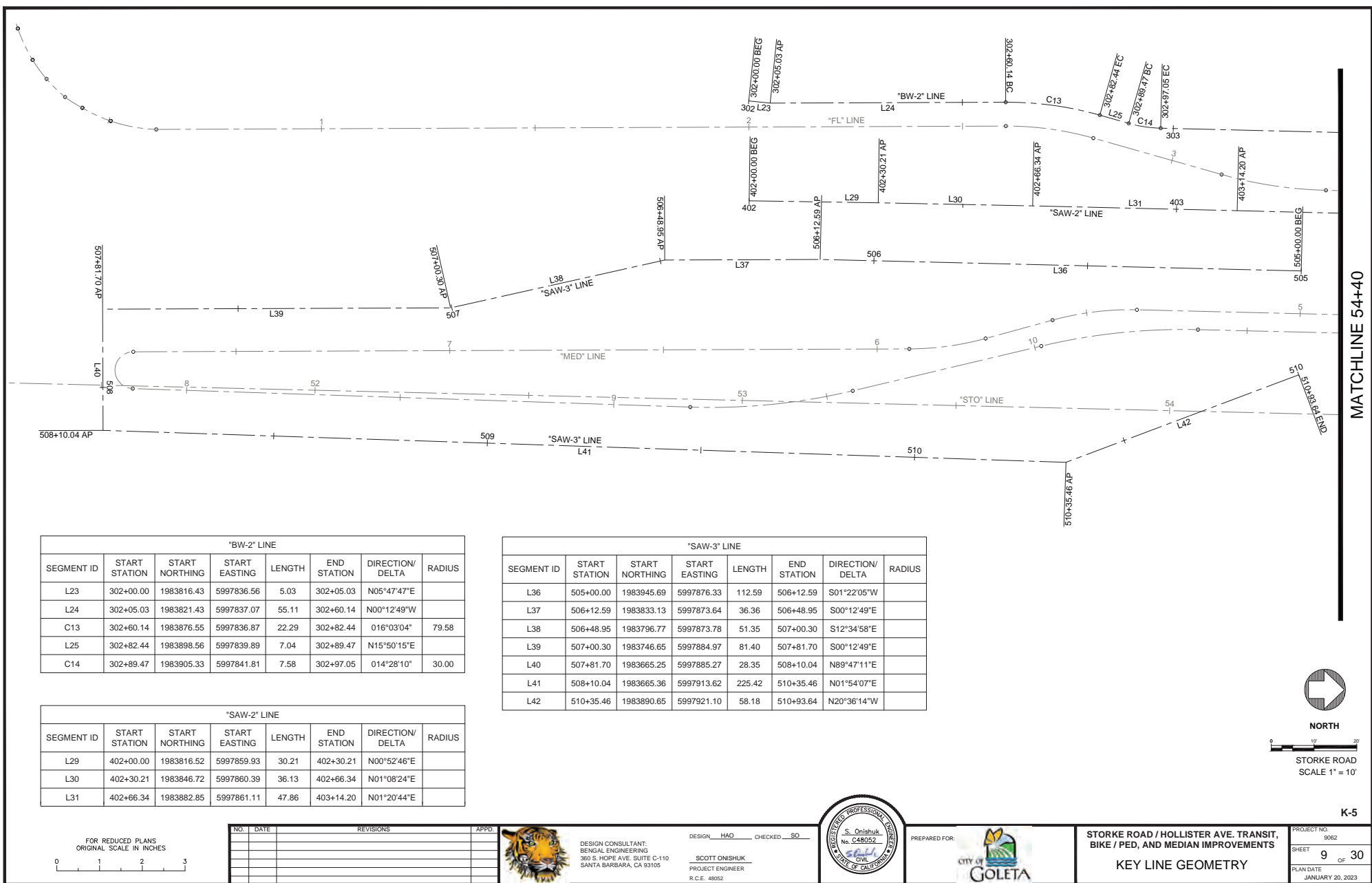
STORKE ROAD / HOLLISTER AVE. TRANSIT,  
BIKE / PED, AND MEDIAN IMPROVEMENTS

KEY LINE GEOMETRY

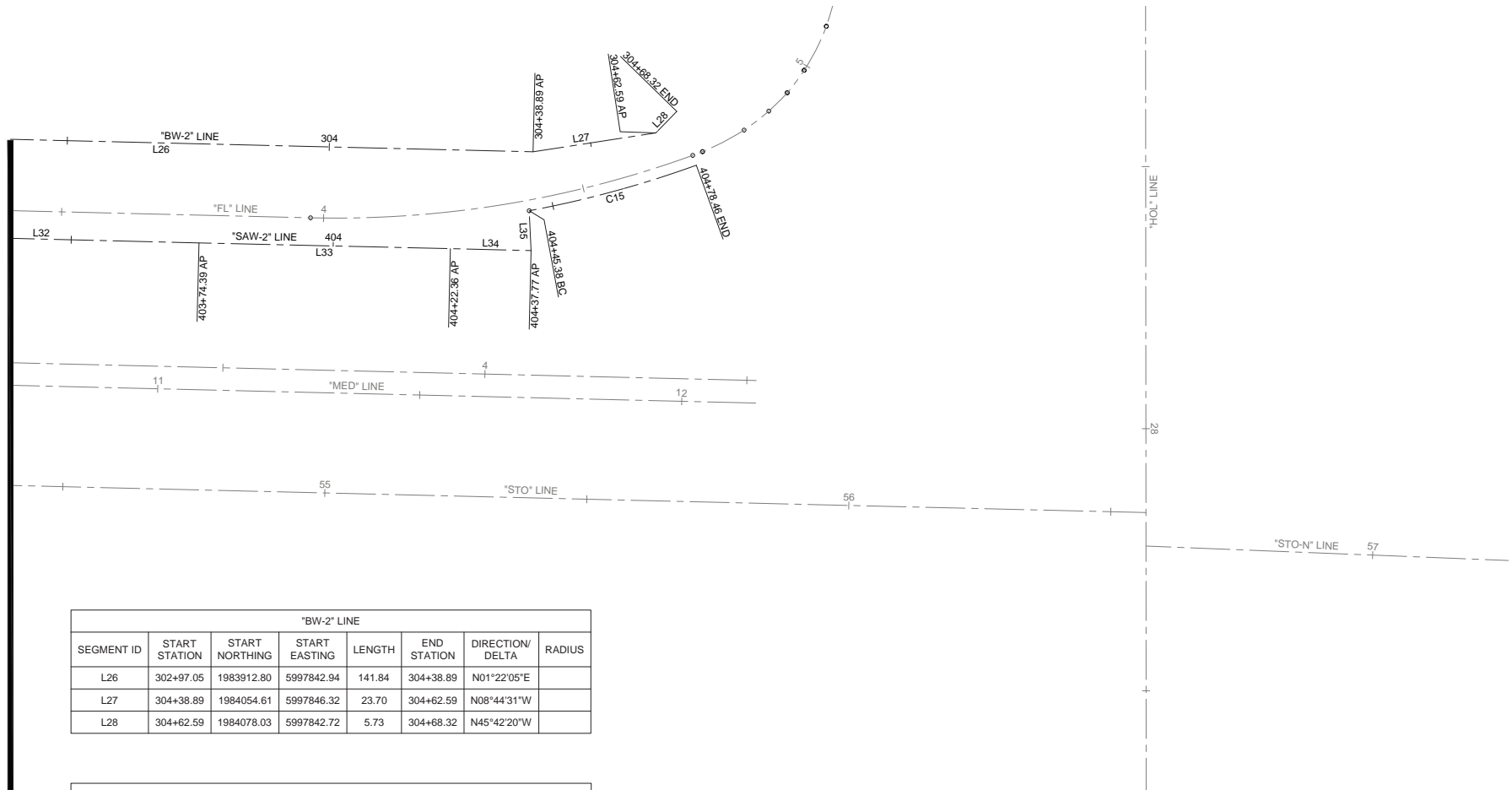
PROJECT NO.	9062
SHEET	7 OF 30
PLAN DATE	JANUARY 20, 2023

f:\Bengal\Goleta city - storke-hollister\mproj 21 - documents\cadd\production drawings\storke - keyline geometry-1.dwg PLOTTED: 1/19/2023 BY: Henry Onganda



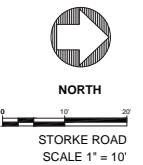


MATCHLINE 54+40



"BW-2" LINE							
SEGMENT ID	START STATION	START NORTHING	START EASTING	LENGTH	END STATION	DIRECTION/ DELTA	RADIUS
L26	302+97.05	1983912.80	5997842.94	141.84	304+38.89	N01°22'05"E	
L27	304+38.89	1984054.61	5997846.32	23.70	304+62.59	N08°44'31"W	
L28	304+62.59	1984078.03	5997842.72	5.73	304+68.32	N45°42'20"W	

"SAW-2" LINE							
SEGMENT ID	START STATION	START NORTHING	START EASTING	LENGTH	END STATION	DIRECTION/ DELTA	RADIUS
L32	403+14.20	1983930.70	5997862.23	60.19	403+74.39	N01°24'03"E	
L33	403+74.39	1983990.87	5997863.70	47.97	404+22.36	N01°18'23"E	
L34	404+22.36	1984038.83	5997864.80	15.40	404+37.77	N01°22'45"E	
L35	404+37.77	1984054.23	5997865.17	7.61	404+45.38	S87°15'08"W	
C15	404+45.38	1984053.86	5997857.57	33.08	404+78.46	009°23'03"	202.00



K-6

FOR REDUCED PLANS  
ORIGINAL SCALE IN INCHES



NO.	DATE	REVISIONS	APPRO.



DESIGN CONSULTANT:  
BENGAL ENGINEERING  
360 S. HOPE AVE. SUITE C-110  
SANTA BARBARA, CA 93105

DESIGN: HAO CHECKED: SO  
PROJECT ENGINEER: SCOTT ONISHUK  
R.C.E. 48052



PREPARED FOR:



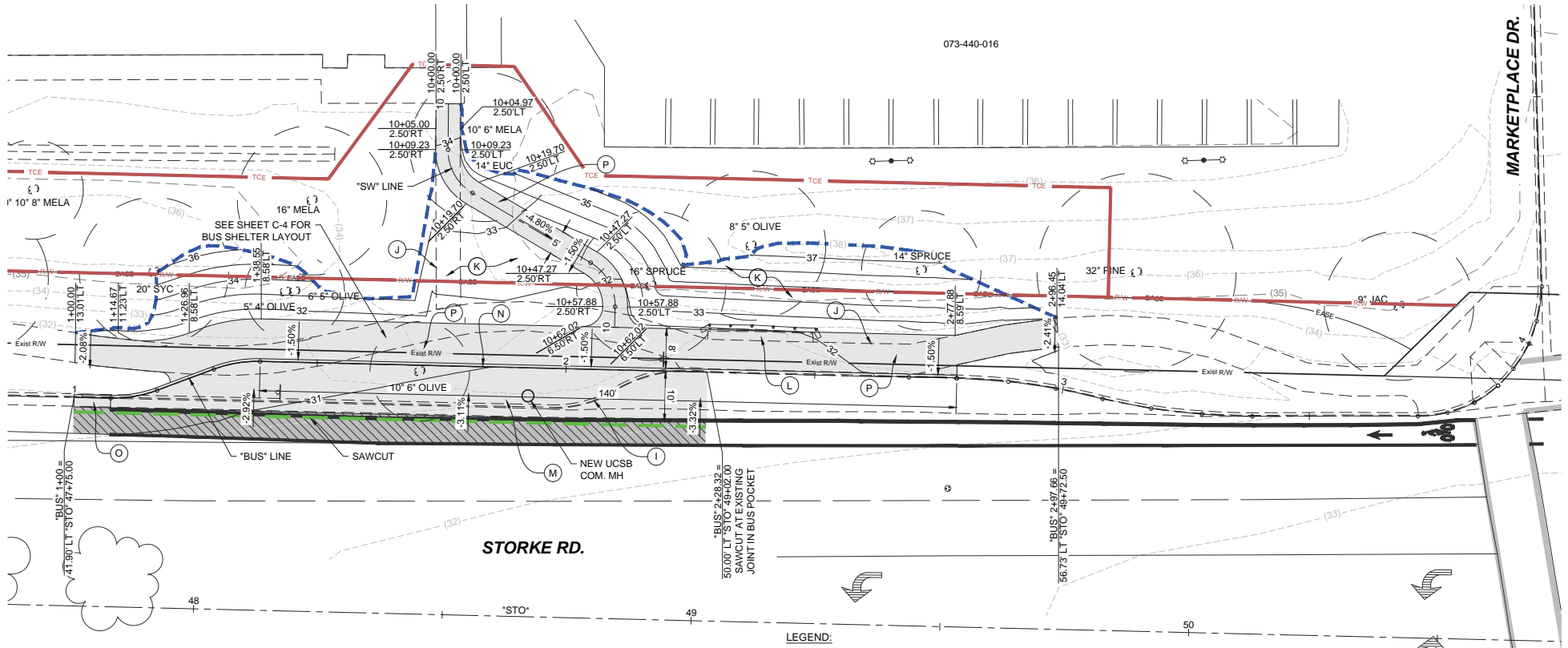
STORKE ROAD / HOLLISTER AVE. TRANSIT,  
BIKE / PED, AND MEDIAN IMPROVEMENTS  
KEY LINE GEOMETRY

PROJECT NO.	9062
SHEET	10 OF 30
PLAN DATE	JANUARY 20, 2023

f:\Bengal\Goleta city - storke-hollister\mproy 21 - documents\cadd\production drawings\storke - keyline geometry-2.dwg PLOTTED: 1/19/2023 BY: Henry Osaganda

NOTE REGARDING RIGHT-OF-WAY:

1. FOR COMPLETE RIGHT-OF-WAY INFORMATION SEE MAPS PREPARED FOR THIS PROJECT IN CITY OFFICE.



LAYOUT CONSTRUCTION NOTES:

- (I) REMOVE EXISTING CURB, BASE AND PAVING AT JOINT OR SAWCUT
- (J) REMOVE EXISTING SIDEWALK AT JOINT OR SAWCUT
- (K) CONTRACTOR TO COORDINATE WITH PROPERTY OWNER MAINTENANCE TO LEAVE IRRIGATION AND PLANTING IN A MANNER SUITABLE FOR FUTURE LANDSCAPE AND IRRIGATION BY OTHERS
- (L) REMOVE AND DISPOSE OF EXISTING BUS STOP STRUCTURES, RETAINING WALL AND COMPONENTS, SEE SPECIAL PROVISIONS
- (M) BUS PAD: REINFORCED CONCRETE, SEE COUNTY OF SANTA BARBARA STANDARD 5-120 & 5-130

- (N) CURB: SEE COUNTY OF SANTA BARBARA STANDARD 4-030, TYPE A
- (O) CURB & GUTTER: SEE COUNTY OF SANTA BARBARA STANDARD 4-030
- (P) SIDEWALK: SEE COUNTY OF SANTA BARBARA STANDARDS 5-010 & 5-040 AT BUS PAD SIDEWALK IS 8' IN WIDTH

LEGEND:

- CONCRETE
- 3" COLD PLANE & TEMPORARY OVERLAY
- SAWCUT
- DAYLIGHT
- NEW RIGHT-OF-WAY
- TCE

NOTES:

SEE EXISTING UTILITY AND CONFLICT PLANS REGARDING LANDSCAPING AND IRRIGATION.

RIGHT OF WAY NEGOTIATIONS ARE UNDERWAY. THE CURRENT CONCEPTS FOR THE TCE'S AND PROPOSED ROAD RIGHT-OF-WAY ARE SHOWN IN 'MAGENTA' LINES.



NORTH

SCALE 1" = 10'

L-1

FOR REDUCED PLANS  
ORIGINAL SCALE IN INCHES



NO.	DATE	REVISIONS	APPRO.



DESIGN CONSULTANT:  
BENGAL ENGINEERING  
360 S. HOPE AVE. SUITE C-110  
SANTA BARBARA, CA 93105

DESIGN: HAO CHECKED: SO  
SCOTT ONISHUK  
PROJECT ENGINEER  
R.C.E. 48052



PREPARED FOR:

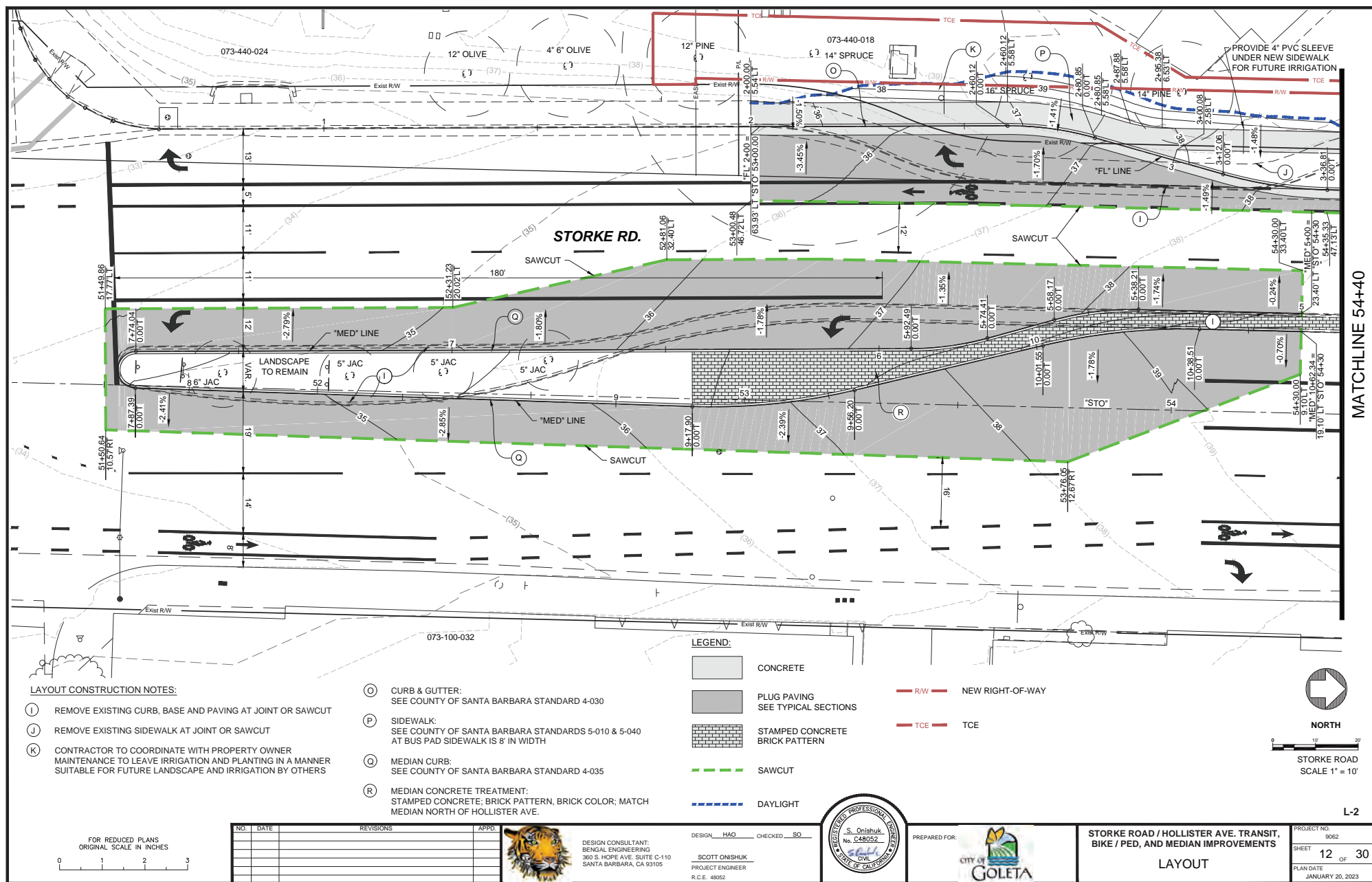


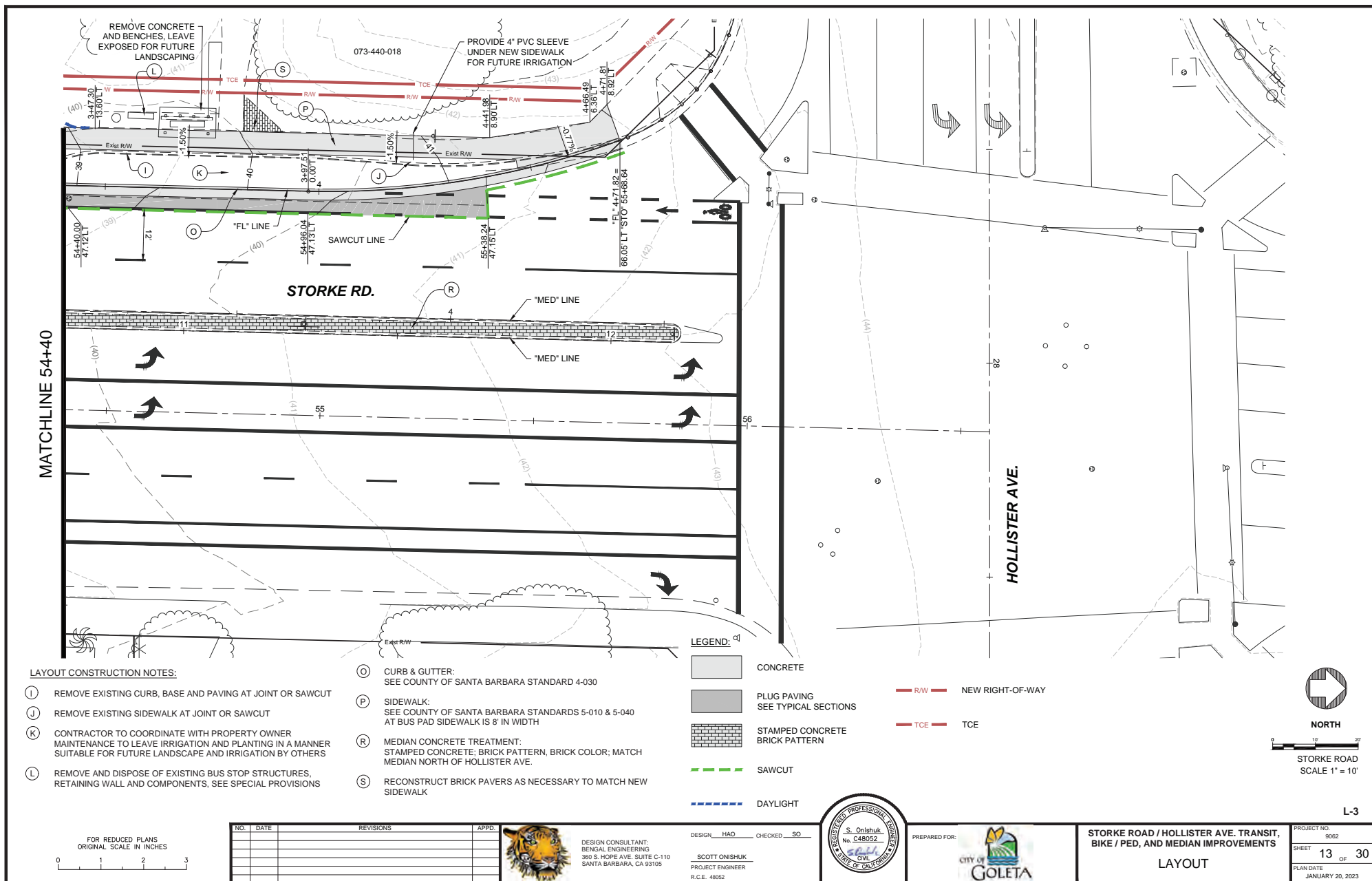
STORKE ROAD / HOLLISTER AVE. TRANSIT,  
BIKE / PED, AND MEDIAN IMPROVEMENTS

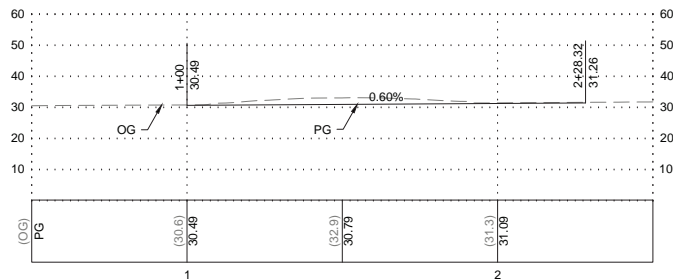
LAYOUT

PROJECT NO.	9062
SHEET	11 OF 30
PLAN DATE	JANUARY 20, 2023

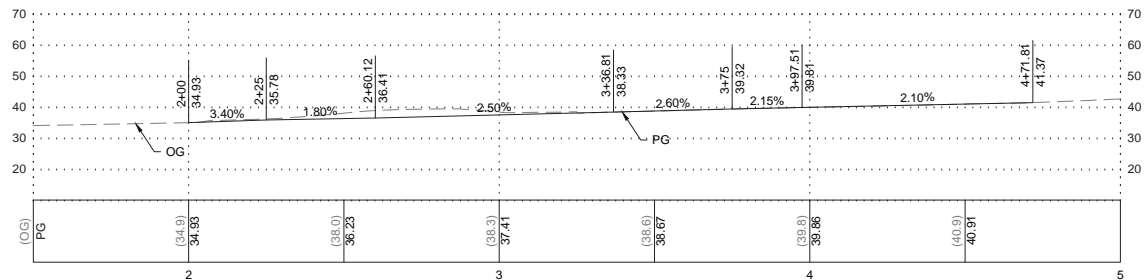
F:\Bengal\Goleta city - storke-hollister.mxd 21 - documents\cadd\production drawings\storke - layout.dwg PLOTTED: 1/19/2023 BY: Henry Onigado



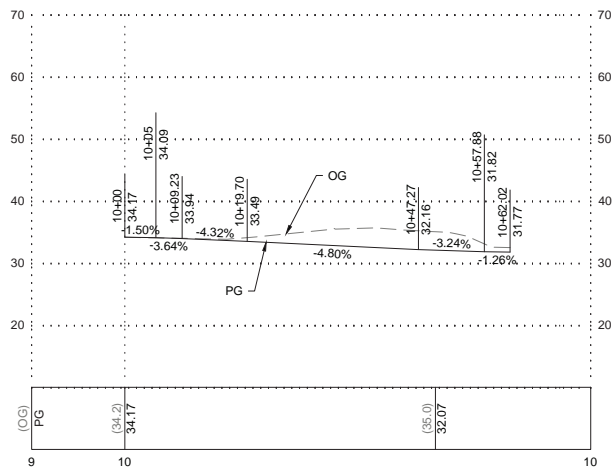




"BUS" PROFILE

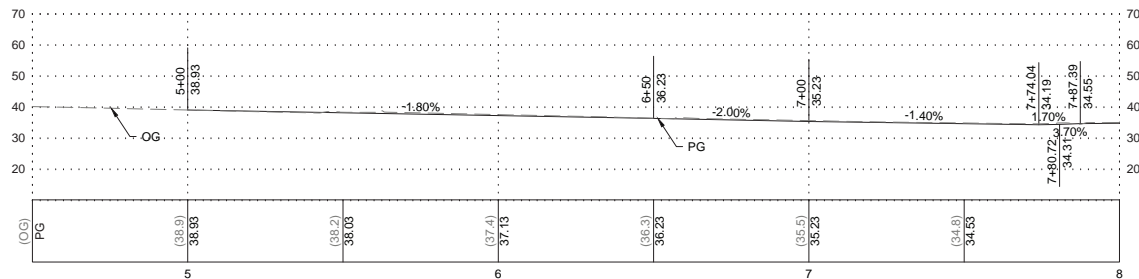


"FL" PROFILE

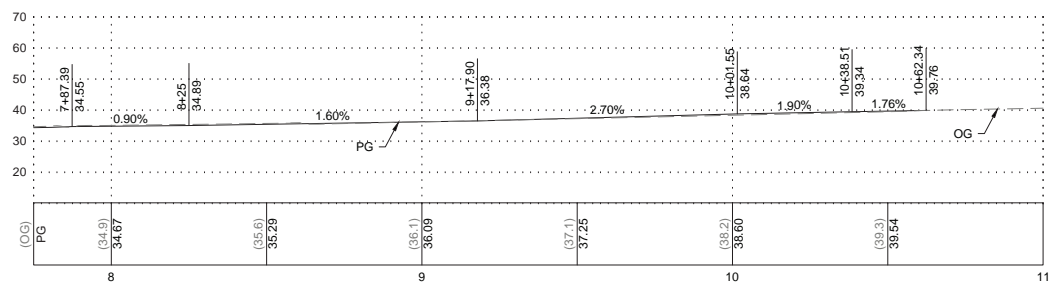


"SW" PROFILE

STORKE ROAD  
SCALE H: 1" = 10'  
V: 1" = 10'



"MED" PROFILE



"MED" PROFILE



STORKE ROAD  
SCALE H: 1" = 20'  
V: 1" = 20'

P-1

FOR REDUCED PLANS  
ORIGINAL SCALE IN INCHES



NO.	DATE	REVISIONS	APPRO.



DESIGN CONSULTANT:  
BENGAL ENGINEERING  
360 S. HOPE AVE. SUITE C-110  
SANTA BARBARA, CA 93105

DESIGN: HAO CHECKED: SO  
SCOTT ONISHUK  
PROJECT ENGINEER  
R.C.E. 48052

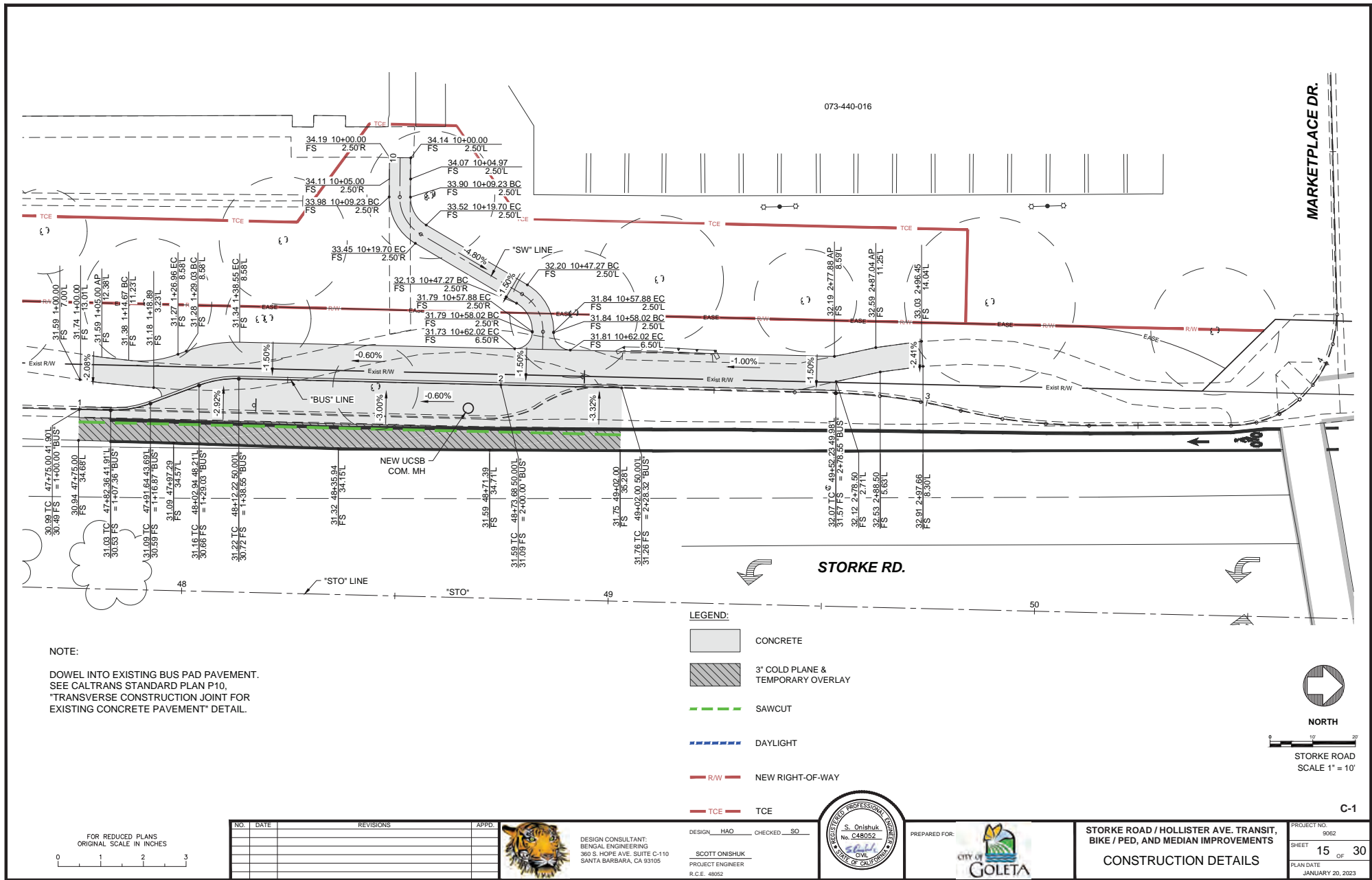


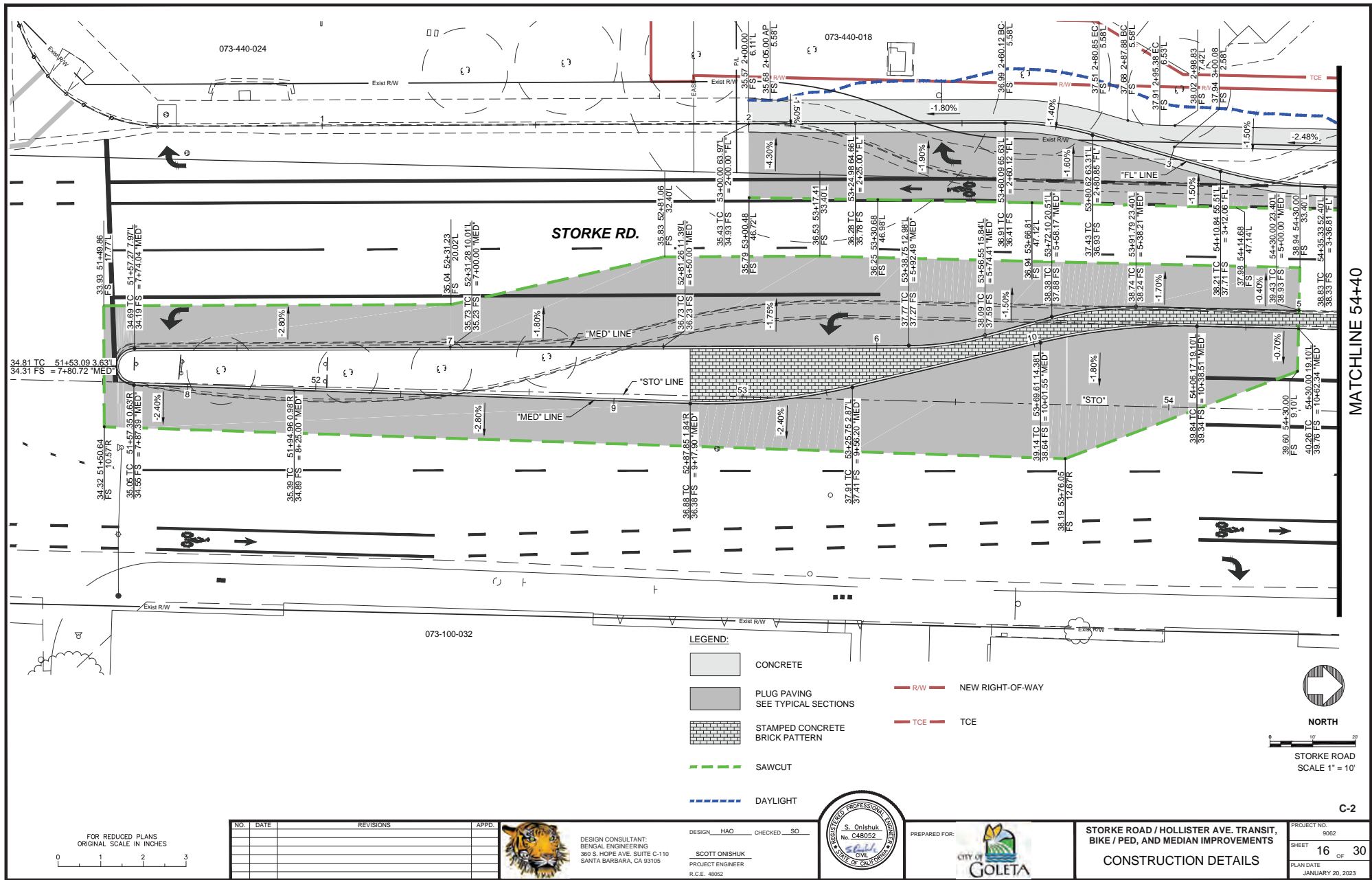
PREPARED FOR:

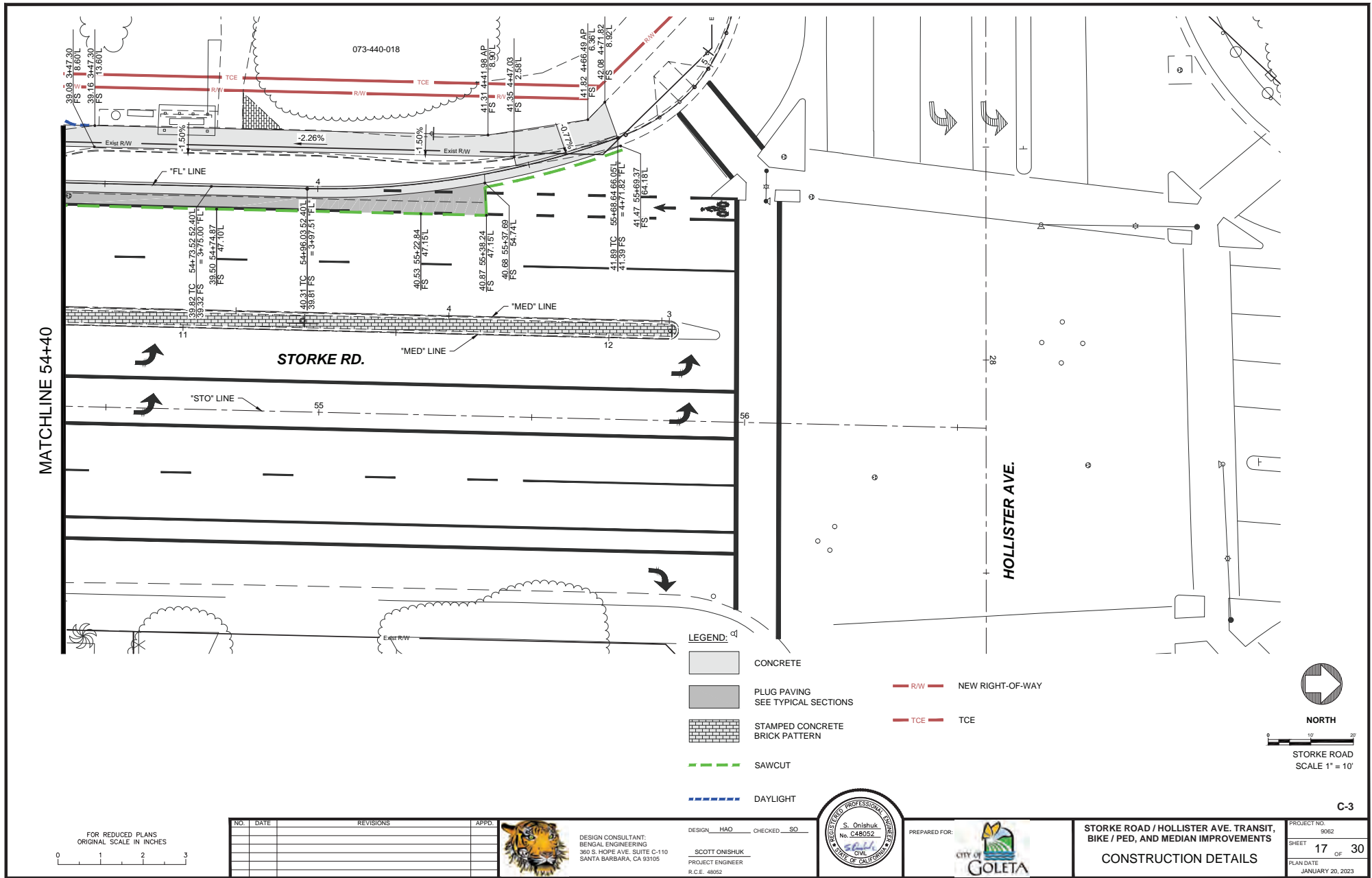


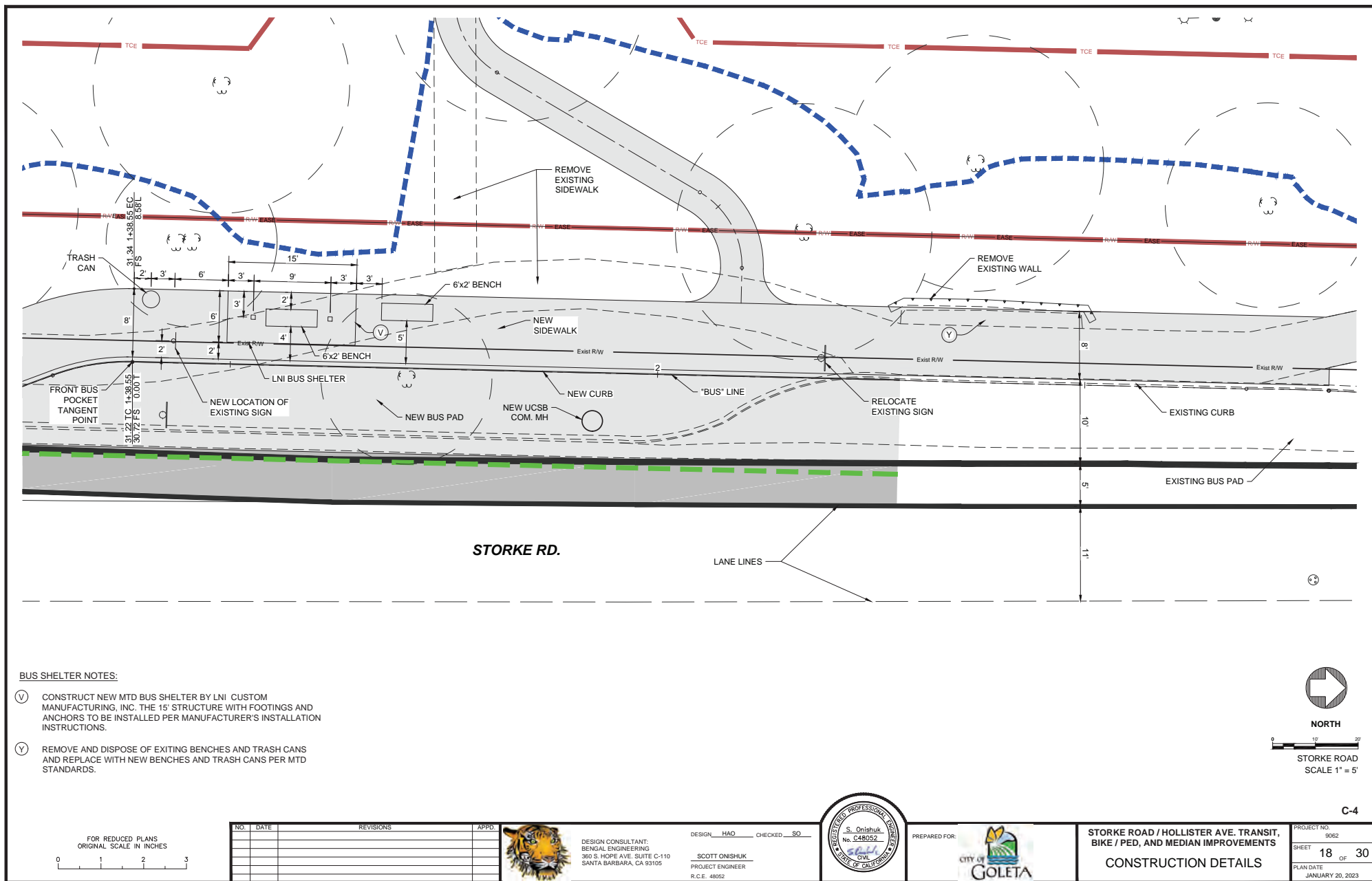
STORKE ROAD / HOLLISTER AVE. TRANSIT,  
BIKE / PED, AND MEDIAN IMPROVEMENTS  
PROFILES

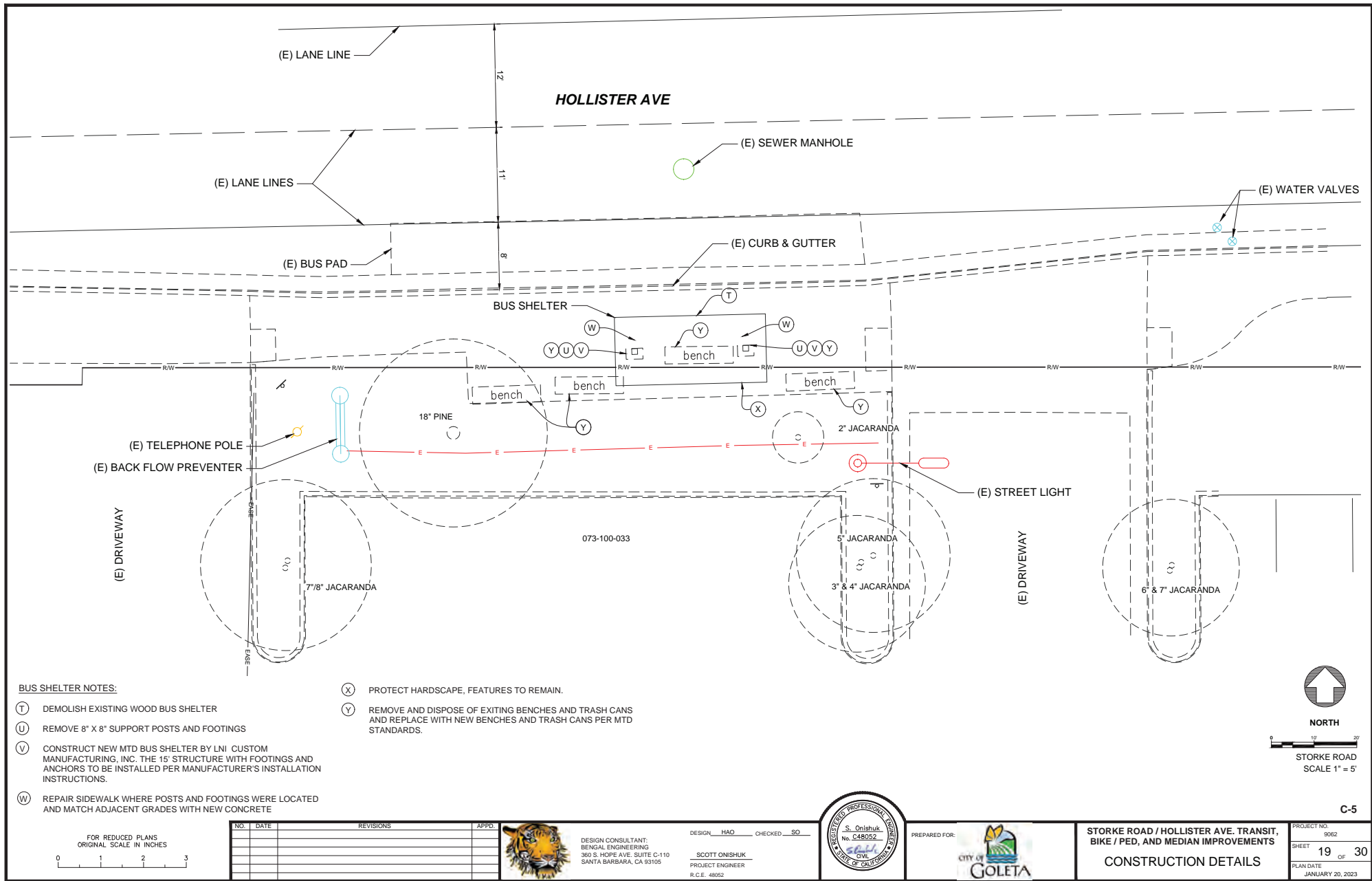
PROJECT NO.	9062
SHEET	14 OF 30
PLAN DATE	JANUARY 20, 2023

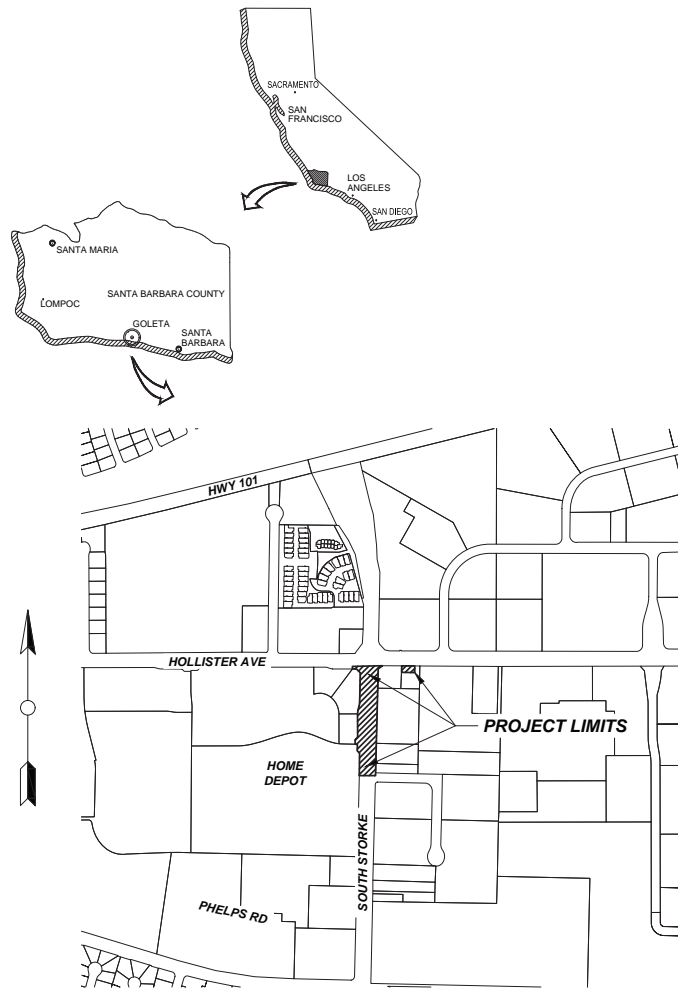












VICINITY MAP  
No Scale

#### GENERAL NOTES FOR EXISTING UTILITIES:

1. THESE PLANS SHOW THE APPROXIMATE LOCATION OF EXISTING UTILITIES AND THE ANTICIPATED UTILITY CONFLICTS FOR THE PROJECT.
2. UTILITIES SHOWN AS MARKED BY DIG ALERT DURING MARCH 2022 AND AS SHOWN ON AVAILABLE RECORD DRAWINGS.
3. PRIVATE CONNECTIONS TO PARKING LOT LIGHTING IS UNKNOWN.
4. EXISTING UTILITIES NOT OTHERWISE MARKED FOR ADJUSTMENT SHALL BE PROTECTED IN PLACE.
5. RECORD DRAWINGS FOR WYNMARK SHOW A 48" DIAMETER HDPE STORM DRAIN ALONG THE WEST SIDE OF STORKE ROAD. THEY WYNMARK PLANS DO NOT MATCH THE STORM DRAIN CONFIGURATION IN THE FIELD. UCSB FIBER PLANS SHOW DIFFERENT STORM DRAIN CONFIGURATION WHICH APPEARS TO MATCH THE FIELD. THE STORM DRAIN WAS NOT POTHOLED SO THE EXACT CONFIGURATION IS UNKNOWN.
6. WYNMARK PLANS ALSO SHOW A FIRE LINE ALONG THE WEST SIDE OF STORKE ROAD NEAR THE HOME DEPOT BUILDING. THE FIRE LINE WAS NOT MARKED BY "DIG ALERT", EXACT CONFIGURATION IS UNKNOWN.
7. PRIVATE IRRIGATION SYSTEMS EXIST WEST OF THE SIDEWALK ALONG STORKE ROAD AND IN THE PLANTED MEDIAN ON STORKE ROAD. THE CONFIGURATION OF THESE SYSTEMS IS UNKNOWN; NO RECORD DRAWINGS WERE AVAILABLE DURING DESIGN. THESE SYSTEMS INCLUDE ELECTRICAL CONTROLS, SPRINKLER HEADS, SUPPLY LINES AND OTHER COMPONENTS.
8. CONTRACTOR SHALL COORDINATE WITH ALL UTILITIES PER SPECIAL PROVISIONS.

#### GENERAL NOTES FOR UTILITY CONFLICTS:

1. WATER VALVES AND MANHOLE FRAMES AND COVERS EXIST IN CITY STREET. THESE WILL BE ADJUSTED TO GRADE WITH THE "MAINLINE PAVEMENT RECONSTRUCTION PROJECT" DESIGN BY PAVEMENT ENGINEERING INC.
2. TRAFFIC LOOPS AND DETECTOR HAND HOLES EXIST IN PAVEMENT, THESE WILL BE AFFECTED BY "MAINLINE PAVEMENT RECONSTRUCTION PROJECT". SEE SPECIAL PROVISIONS REGARDING RECONSTRUCTION OF TRAFFIC SIGNAL COMPONENTS.
3. SIGNAL INTERCONNECT EXIST UNDER THE SIDEWALK ON THE WEST SIDE OF STORKE ROAD. THE CONDUITS ARE ~24" BELOW EXISTING GRADE. THE CONTRACTOR SHALL PERFORM RELOCATION/LOWERING AS NECESSARY AND COORDINATE WITH CITY TRAFFIC ENGINEER TWO WEEKS PRIOR TO WORK IMPACTING CONDUITS.
4. PRIVATE IRRIGATION SYSTEMS EXIST WEST OF THE SIDEWALK ALONG STORKE ROAD AND IN THE PLANTED MEDIAN ON STORKE ROAD. THE CONFIGURATION OF THESE SYSTEMS IS UNKNOWN; CONTRACTOR TO POTHOLE, MARK, AND CAP THESE SYSTEMS SO THE OWNER CAN RECONSTRUCT THE LANDSCAPING AND IRRIGATION SYSTEMS AFTER THE PUBLIC WORKS CONTRACT IS COMPLETE.
5. CONTRACTOR SHALL COORDINATE WITH ALL UTILITIES PER SPECIAL PROVISIONS.
6. SEE SPECIAL PROVISIONS FOR CONTRACT TIME ALLOWANCES FOR UTILITY WORK PERFORMED BY OTHERS.
7. CONTRACTOR TO PROVIDE POTHOLES REPORT. SEE SPECIAL PROVISIONS. COORDINATE WITH RESIDENT ENGINEER.

#### UTILITY CONTACT INFORMATION

**CITY OF GOLETA:**  
Contact: Melissa Angeles  
(805) 690-5122

**GOLETA WATER DISTRICT**  
Contact: Richard Armstrong  
(805) 964-6761

**GOLETA WEST SANITARY DISTRICT**  
Contact: Joey Hilliard  
(805) 681-3910

**COX COMMUNICATIONS**  
Contact: Jose Murillo  
(805) 681-3910

**SCE TRANSMISSION**  
Contact: Buster Brown  
(805) 490-5293

**SCE DISTRIBUTION**  
Contact: Shawn Lee  
(805) 535-5901

**SCE TRANSMISSION TELECOM**  
Contact: Mike Payne  
(661) 294-1511

**SCG TRANSMISSION**  
Contact: John Cardilino  
(805) 681-7968

**SCG DISTRIBUTION**  
Contact: Karl Monteleone  
(805) 681-7945

**UCSB**  
Contact: John Loman  
(805) 893-3399

**FRONTIER**  
Contact: Lad Kuzela  
(805) 964-8303

**CROWN CASTLE**  
Contact: Michael Moats  
(949) 936-0043

APWA Utility Color Code	
Red = Electric	Blue = Potable Water Lines
Yellow = Gas-Oil-Steam	Green = Sewer Lines
Orange = Communication and TV	Purple = Reclaimed Water Lines

FOR REDUCED PLANS  
ORIGINAL SCALE IN INCHES



NO.	DATE	REVISIONS	APPRO.



DESIGN CONSULTANT:  
BENGAL ENGINEERING  
360 S. HOPE AVE. SUITE C-110  
SANTA BARBARA, CA 93105

DESIGN: HAO CHECKED: SO  
SCOTT ONISHUK  
PROJECT ENGINEER  
R.C.E. 48052



PREPARED FOR:

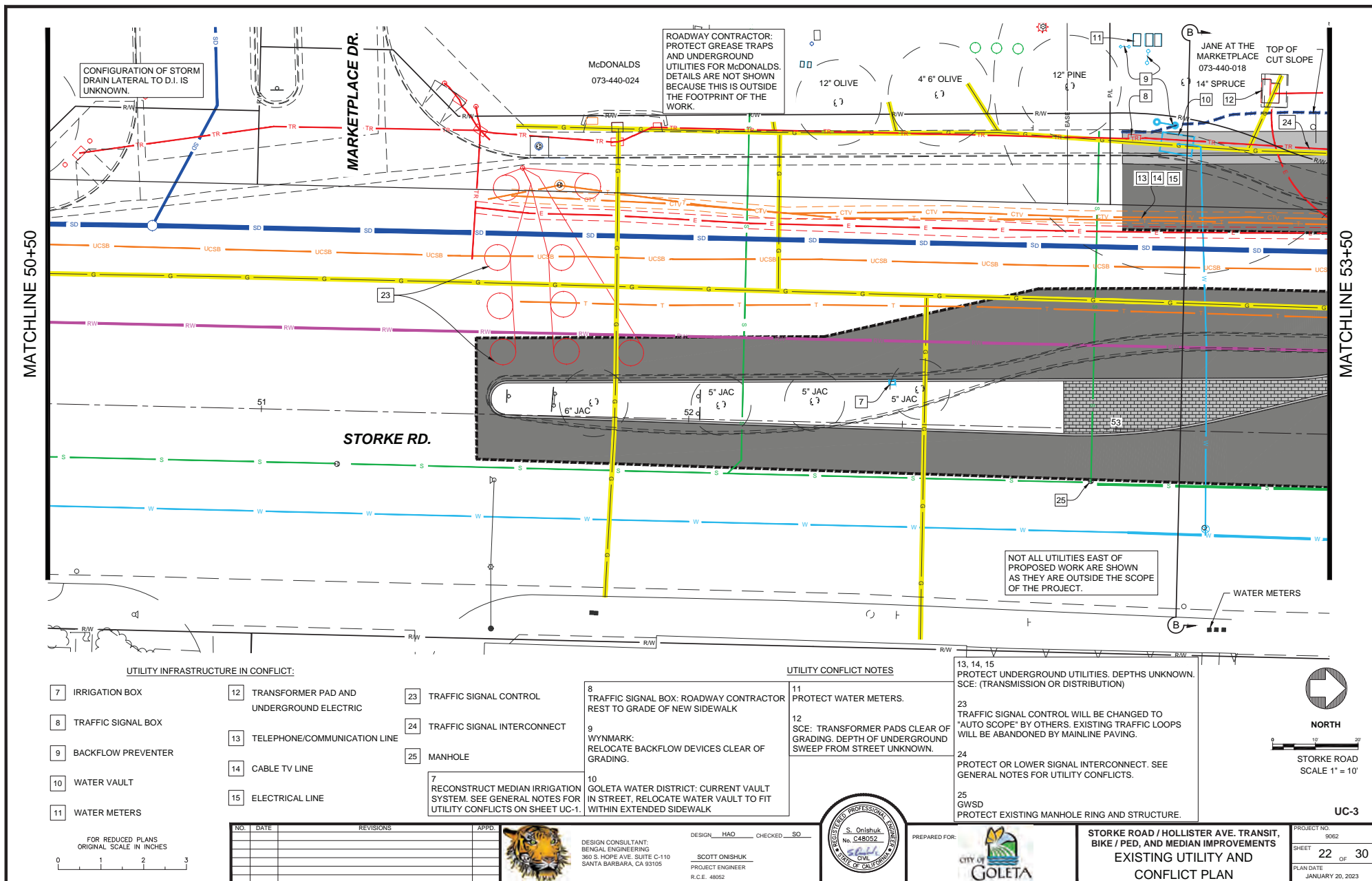


**STORKE ROAD / HOLLISTER AVE. TRANSIT,  
BIKE / PED, AND MEDIAN IMPROVEMENTS  
EXISTING UTILITY AND  
CONFLICT PLAN**

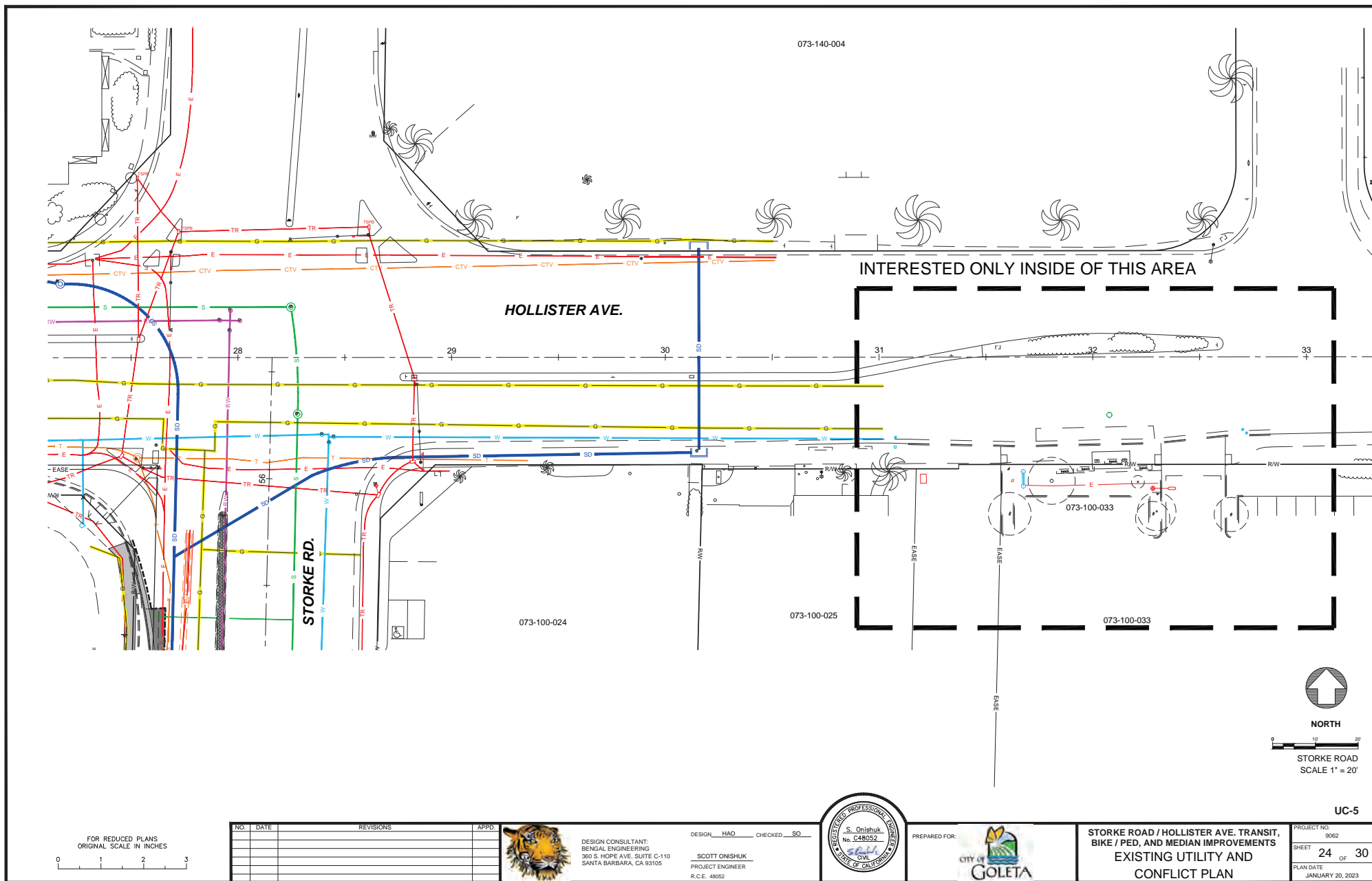
PROJECT NO.	9062
SHEET	20 OF 30
PLAN DATE	JANUARY 20, 2023

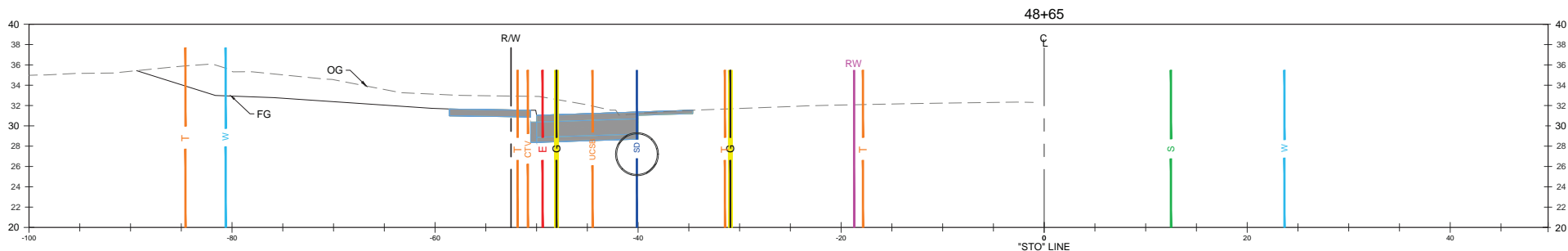
UC-1



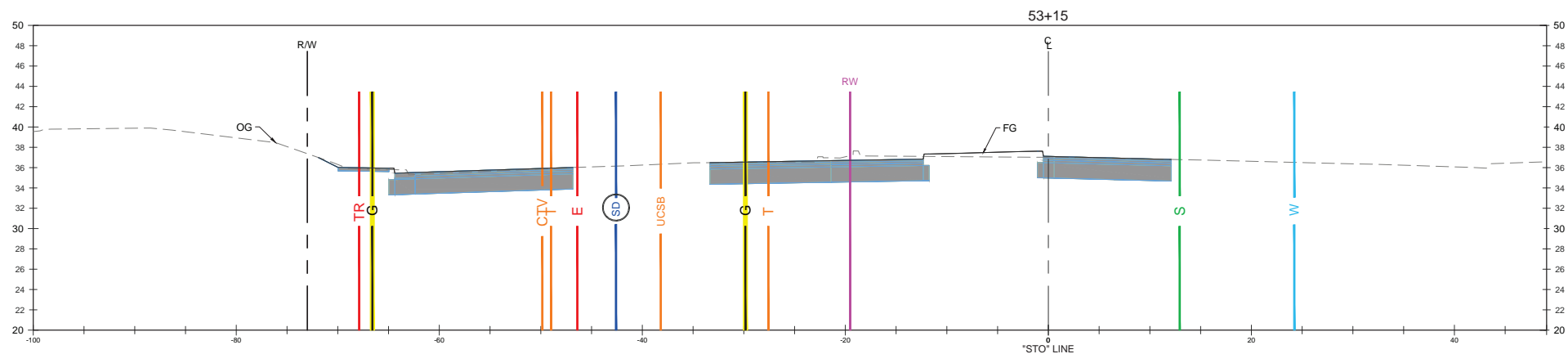








SECTION A-A  
SCALE: 1"=5'



SECTION B-B  
SCALE: 1"=5'

NOTES:

1. THESE UTILITY CROSS SECTIONS SHOW THE LAYOUT OF THE UNDERGROUND UTILITIES AS MARKED IN THE FIELD BY "DIG ALERT" IN MARCH 2022, AND AS BELIEVED TO BE LAYED-OUT ACCORDING TO AVAILABLE RECORD DRAWINGS.
2. WITH THE EXCEPTION OF THE STORM DRAIN, WHICH IS SHOWN AT APPROXIMATE DEPTH BASED ON FIELD MEASUREMENTS AT MANHOLES, THE DEPTH OF THE OTHER UTILITIES IS UNKNOWN.
3. SEE "SPECIAL PROVISIONS" REGARDING REQUIREMENTS FOR THE CONTRACTORS "POT HOLING REPORT".

FOR REDUCED PLANS  
ORIGINAL SCALE IN INCHES

0 1 2 3

NO.	DATE	REVISIONS	APPRO.



DESIGN CONSULTANT:  
BENGAL ENGINEERING  
360 S. HOPE AVE. SUITE C-110  
SANTA BARBARA, CA 93105

DESIGN: HAO CHECKED: SO  
PROJECT ENGINEER:  
SCOTT ONISHUK  
R.C.E. 48052



PREPARED FOR:



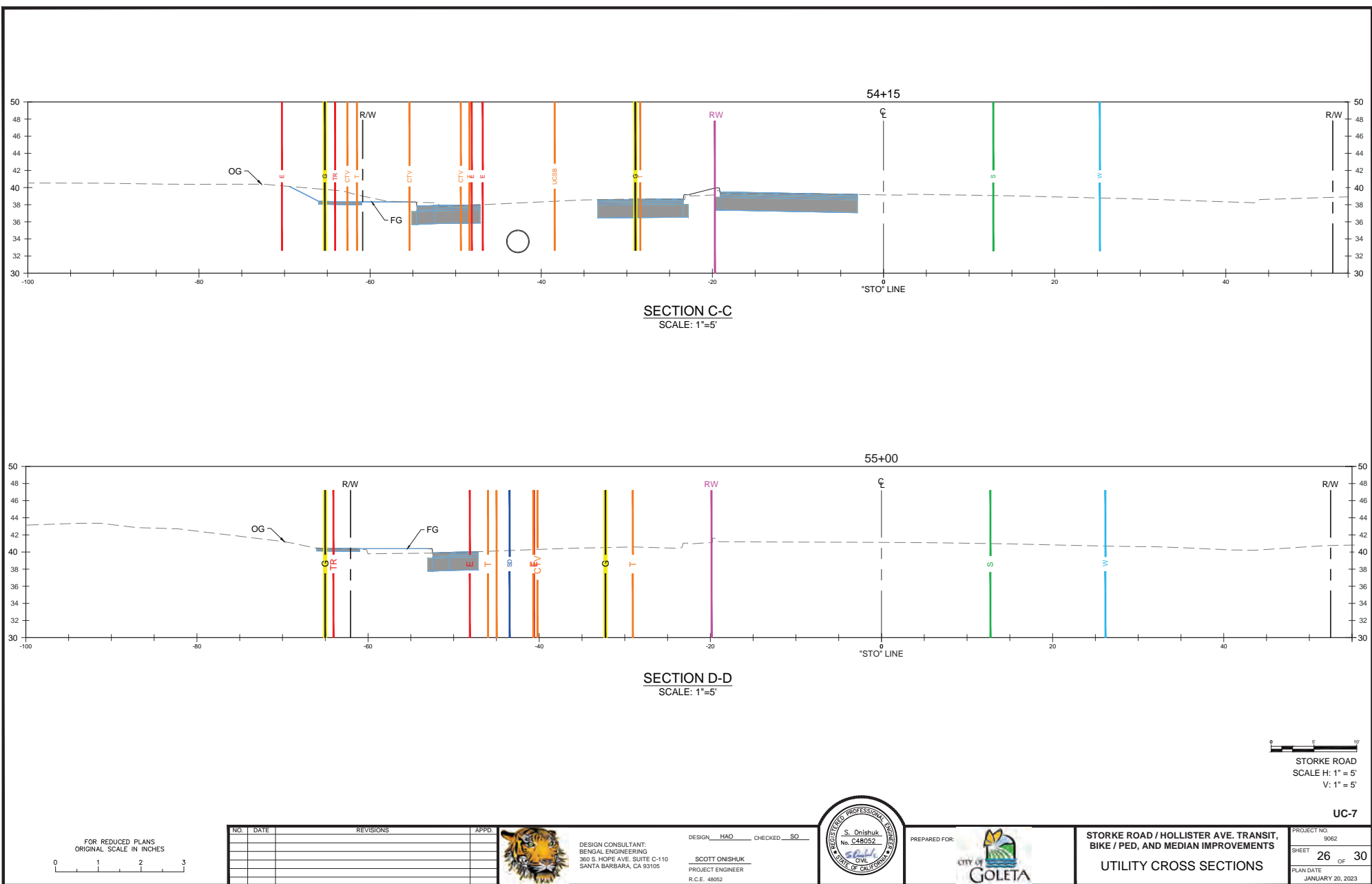
STORKE ROAD / HOLLISTER AVE. TRANSIT,  
BIKE / PED, AND MEDIAN IMPROVEMENTS  
UTILITY CROSS SECTIONS

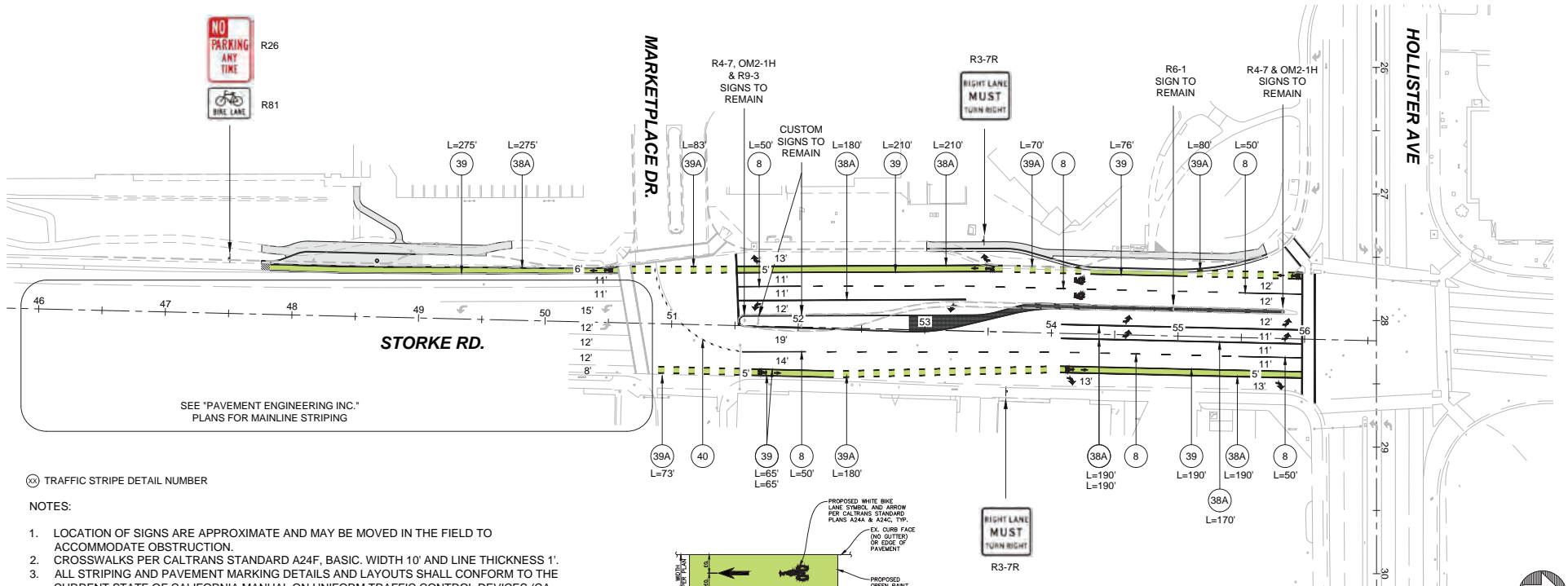
PROJECT NO. 9062  
SHEET 25 OF 30  
PLAN DATE JANUARY 20, 2023

UC-6



STORKE ROAD  
SCALE H: 1" = 5'  
V: 1" = 5'

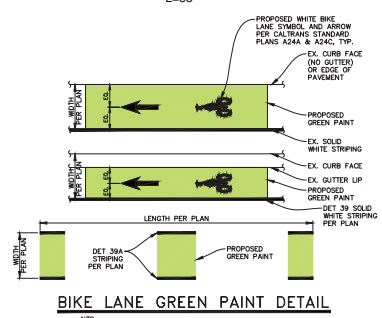




ⓧ TRAFFIC STRIPE DETAIL NUMBER

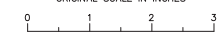
NOTES:

1. LOCATION OF SIGNS ARE APPROXIMATE AND MAY BE MOVED IN THE FIELD TO ACCOMMODATE OBSTRUCTION.
2. CROSSWALKS PER CALTRANS STANDARD A24F, BASIC. WIDTH 10' AND LINE THICKNESS 1".
3. ALL STRIPING AND PAVEMENT MARKING DETAILS AND LAYOUTS SHALL CONFORM TO THE CURRENT STATE OF CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), THE STATE OF CALIFORNIA STANDARD SPECIFICATIONS AND THE STATE OF CALIFORNIA STANDARD PLANS, UNLESS OTHERWISE SPECIFIED.
4. LANE DIMENSIONS ARE FROM TOP OF CURB OR EDGE OF PAVEMENT TO CENTER OF STRIPE DETAIL.
5. ALL LONG LINE STRIPING SHALL BE PAINT.
6. ALL PAVEMENT MARKINGS, CROSSWALKS, AND LIMIT LINES SHALL BE THERMOPLASTIC.
7. FOR OTHER STRIPING AND MARKING NOT ASSIGNED A DETAIL NO. IN THE CA MUTCD, INSTALLATIONS ARE INDICATED BY SOLID LINES OR FILLED SHAPES.



BIKE LANE GREEN PAINT DETAIL  
NTS

FOR REDUCED PLANS  
ORIGINAL SCALE IN INCHES



NO.	DATE	REVISIONS	APPRO.



DESIGN CONSULTANT:  
BENGAL ENGINEERING  
360 S. HOPE AVE. SUITE C-110  
SANTA BARBARA, CA 93105

DESIGN: HAO CHECKED: SO  
SCOTT ONISHUK  
PROJECT ENGINEER  
R.C.E. 48052

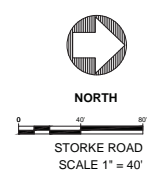


PREPARED FOR:



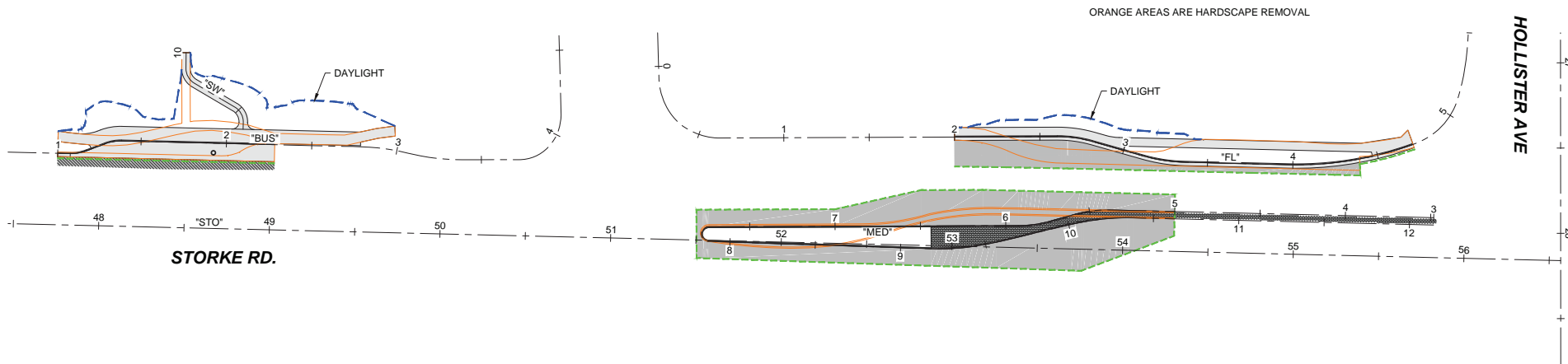
STORKE ROAD / HOLLISTER AVE. TRANSIT,  
BIKE / PED, AND MEDIAN IMPROVEMENTS  
PAVEMENT DELINEATION  
AND SIGN PLAN

PROJECT NO.	9062
SHEET	27 OF 30
PLAN DATE	JANUARY 20, 2023



PD-1

f:\bengal\goleta city - storke-hollister\mwp\21 - documents\cadd\production drawings\storke - pavement delineation.dwg PLOTTED: 1/19/2023 BY: Henry Onigues



BASE, PAVING & HARDSCAPE - SUMMARY OF QUANTITIES

DESCRIPTION	STATIONING	CONCRETE / MEDIAN STAMPED CONCRETE			ASPHALT CONCRETE				COLD PLANE			SIDEWALK			CURB & GUTTER			CURB / MEDIAN			CLASS II AGG BASE			CLASS IV AGG BASE			HARDSCAPE REMOVAL
		SF	FT	CY	SF	FT	CY	TN	SF	FT	CY	SF	FT	CY	FT	SF	CY	FT	SF	CY	SF	FT	CY	SF	FT	CY	SF
BUS PAD EXTENSION	"BUS" STA 1+00 TO 2+98	1075.50	0.67	26.69	688.19	0.25	6.37	11.87	688.19	0.25		1507.81	0.33	18.43	7.36	2.00	0.55	120.96	0.66	2.96	1075.50	1.50	59.75				1866.54
	"SW" STA 10+00 TO 10+62.02											316.95	0.33	3.87							316.95	0.50	5.87				
RIGHT TURN EXTENSION	"FL" STA 2+00 TO 4+72				2083.38	0.63	48.23	89.85				1463.61	0.33	17.89	271.81	2.00	20.14				4226.52	1.50	234.81				3010.27
MEDIAN MODIFICATIONS	"MED" STA 5+00 TO 10+62.34	1312.85	0.33	16.05	8014.18	0.63	185.51	345.61										562.34	0.66	13.74	8340.34	1.50	463.35	1312.85	0.33	16.05	392.43
<b>SUMMARY</b>																											
	SUBTOTAL	2,388		43	10,098		234	447	688			3,288		40	279		21	683		17	15,556		793	1,313		16	5,269

ROADWAY EARTHWORK VOLUMES

	CUT	FILL
	CY	CY
BUS PAD	175	4
RIGHT TURN EXTENSION	81	23
LEFT TURN EXTENSIONS	15	25
TOTAL	271	52
EXPORT	219	

NOTES:

1. EARTHWORK VOLUMES FOR THIS PROJECT ARE CALCULATED BY SURFACE SUBTRACTION.
2. THE VOLUMES ARE CALCULATED SUBTRACTING ORIGINAL GROUND TO BOTTOM OF SUBGRADE OR FINISHED GROUND AS APPROPRIATE.
3. VOLUMES INCLUDE THE VOLUMES OF EXISTING PAVEMENTS AND HARD SCAPES WHERE THEY EXIST.
4. "HARDSCAPE REMOVAL" INCLUDES PAVEMENT OR CONCRETE AREAS WHERE THEY EXIST.



NORTH



STORKE ROAD  
SCALE 1" = 30'

Q-1

FOR REDUCED PLANS  
ORIGINAL SCALE IN INCHES



NO.	DATE	REVISIONS	APPRO.



DESIGN CONSULTANT:  
BENGAL ENGINEERING  
360 S. HOPE AVE. SUITE C-110  
SANTA BARBARA, CA 93105

DESIGN: HAO CHECKED: SO  
SCOTT ONISHUK  
PROJECT ENGINEER  
R.C.E. 48052



PREPARED FOR:



STORKE ROAD / HOLLISTER AVE. TRANSIT,  
BIKE / PED, AND MEDIAN IMPROVEMENTS  
**QUANTITIES**

PROJECT NO.	9062
SHEET	28 OF 30
PLAN DATE	JANUARY 20, 2023





## **ATTACHMENT 3**

### **2025 ARTERIAL PAVEMENT PROJECT SPECIFICATIONS**



**BOOK 1 OF 2  
BID BOOK**

**FOR**

**2025 ARTERIAL PAVEMENT PROJECT**

**CITY PROJECT NUMBER: N/A**

---

FOR USE WITH CALTRANS STANDARD SPECIFICATIONS DATED 2018, CALTRANS STANDARD PLANS DATED 2018 AND LABOR SURCHARGE AND EQUIPMENT RATES OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION INsofar AS THE SAME MAY APPLY AND IN ACCORDANCE WITH THE SPECIAL PROVISIONS.

---

<p><u>Pre-Bid Meeting:</u></p> <p><b><u>N/A</u></b></p> <p>City of Goleta, 130 Cremona Drive, Suite B Goleta, CA 93117</p>	<p><u>Bids to be received before:</u></p> <p><b><u>April 8, 2025</u></b></p> <p>PlanetBids</p>
--	--

**City of Goleta**

**Contract Documents**

**2025 ARTERIAL PAVEMENT PROJECT**

## **Table Of Contents**

SECTION I NOTICE TO CONTRACTORS	<b>NTC-1</b>
SECTION II BIDDING INSTRUCTIONS	<b>BI-1</b>
SECTION III PROPOSAL	<b>PROP-1</b>
SECTION IV AGREEMENT	<b>1</b>
SECTION V INSURANCE AND BONDS	<b>INS 1</b>
SECTION VI CITY OF GOLETA CONSTRUCTION SPECIFICATIONS	<b>GCS-1</b>
SECTION VII SPECIAL PROVISIONS	<b>SP-1</b>

---

## **SECTION I**

### **NOTICE TO CONTRACTORS**

**NOTICE TO CONTRACTORS  
INVITING SEALED BIDS  
FOR THE  
2025 ARTERIAL PAVEMENT PROJECT**

**City Project Number: N/A**

PUBLIC NOTICE IS HEREBY GIVEN that the City of Goleta ("CITY"), invites sealed bids for the above stated project and will receive such bids via electronic transmission on the City of Goleta Planet Bids portal site until **April 8, 2025, at 3:00 PM** Late proposals will be rejected. No exceptions.

Copies of the Contract Documents and the Proposal Forms for bidding the project, may be obtained from the PlanetBids Website: <https://pbsystem.planetbids.com>. Proposals which do not acknowledge addendums to the project documents will be rejected.

All communications relative to this project shall be conducted through PlanetBids. Questions about alleged patent ambiguity of the plans, specifications, or estimate must be asked before bid opening. After bid opening, the CITY does not consider these questions as bid protests.

**A pre-bid meeting will be held at N/A.**

It is required that the Bidders have fully inspected the Project site in all particulars and become thoroughly familiar with the terms and conditions of the Bid Plans and Special Provisions and local conditions affecting the performance and costs of the Work prior to bidding and it is recommended that this be done prior to attending this meeting.

Pursuant to California Labor Code Section 1773, the City has ascertained the General Prevailing Rate of Wages in the County in which the work is to be done to be as determined by the Director of Industrial Relations of the State of California. Contractor is hereby made aware that information regarding prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <https://www.dir.ca.gov/OPRL/2024-1/PWD/Southern.html>. The Contractor is required to post a copy of the applicable wage rates at the job site. Attention is directed to Section 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC of the State Standard Specifications.

The California Air Resources Board ("CARB") implemented amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulations ("Regulation") which are effective on January 1, 2024 and apply broadly to all self-propelled off road diesel vehicles 25 horsepower or greater and other forms of equipment used in California. A copy of the Regulation is available at <https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-roaddiesel/appa-1.pdf>. Bidders are required to comply with all CARB and Regulation requirements, including, without limitation, all applicable sections of the Regulation, as codified in Title 13 of the California Code of Regulations section 2449 *et seq.* throughout the term of the Project. Bidders must provide, with their Bid, copies of Bidder's and all listed subcontractors the most recent, valid Certificate of

Reported Compliance (“CRC”) issued by CARB. Failure to provide valid CRCs as required herein may render the Bid non-responsive.

**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.**

Bid must be accompanied by a bid security in the form of a money order, a certified cashier’s check, or bidder’s bond executed by an admitted surety, made payable to CITY. The bid security shall be an amount equal to ten percent (10%) of the total annual bid amount included with their proposals as required by California law.

**Note: All bids must be accompanied by a scanned copy of the bid security uploaded to PlanetBids. The original security of the three (3) lowest bidders must be mailed or submitted to the office of the City Clerk at 130 Cremona Drive, Suite B, Goleta, California 93117, in a sealed envelope and be received or postmarked within three (3) City working 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 2025 ARTERIAL PAVEMENT 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.

In accordance with the California Public Contract Code 20103.5 when federal funds are involved in local agency contracts, no bid shall be invalidated by the failure of the bidder to be licensed in California at the time of bid opening. However, at the time of award, the selected contractor shall be properly licensed in accordance with the laws of the State and the City of Goleta. Contractor shall possess a valid **Class A - General Engineering Contractor** license prior to award of Contract. Said license shall be maintained during the contract period. It is the Bidder’s and Contractor’s responsibility to obtain the correct Contractor’s licenses. Bidders shall be skilled and regularly engage in the general class or type of work called for under this contract.

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

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

proof of the contractor's and subcontractors' current registration with the DIR to perform public work. If awarded a contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the DIR for the duration of the Project. Failure to provide proof of the contractor's current registration pursuant to Labor Code Section 1725.5 may result in rejection of the bid as non-responsive.

The Contractor Company, including the Responsible Managing Officer (RMO) for the Contractor Company, shall demonstrate a minimum of five (5) years' experience successfully performing projects of substantially similar type, magnitude, and character of the work bid. The CITY reserves the right to reject all bids, reject any bid that is not responsive to the invitation, or to waive any minor irregularity and to take all bids under advisement for a period of up to ninety (90) working days. Failure to provide proof of the Contractor's current registration pursuant to Section 1725.5 of the Labor Code may result in rejection of the bid as non-responsive. Failure to comply with enforcement provisions pursuant to Section 1771.4 of the Labor Code may result in a determination that the Bidder is not responsible.

Bids shall remain open and valid for a period of one hundred twenty (120) calendar days after the Bid Deadline.

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.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 8:00 p.m., Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

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 [cityclerkgroup@cityofgoleta.org](mailto:cityclerkgroup@cityofgoleta.org) or register on the CITY's website ([www.cityofgoleta.org](http://www.cityofgoleta.org)).

CITY OF GOLETA

---

Deborah S. Lopez, City Clerk

Published:

March 6, 2025

**END OF NOTICE TO CONTRACTORS**

## **SECTION II**

### **BIDDING INSTRUCTIONS**

## **SECTION II BIDDING INSTRUCTIONS**

- 1 DEFINITIONS.** Unless provided otherwise, the definitions in the contract documents are applicable to all contract documents.
- 1.1** “Addenda” means written or graphic instruments issued by the City before the bid deadline that modify or interpret the contract documents by additions, deletions, clarifications, or corrections.
  - 1.2** “Alternate” means an amount stated in the bid for which the Bidder offers to perform the Work described in the Bidding Documents as Alternate Work, to be added or deducted from the Total Base Bid, which shall be Contractor’s responsibility if City accepts the Alternate Bid Item.
  - 1.3** “Bid Deadline” means the date and time designated in the notice inviting sealed bids as the last date and time for receipt of bids, as may be revised by addenda.
  - 1.4** “Bidder” means a person or firm that submits a bid.
  - 1.5** “Bidding/Contract Documents” means the Contract, Addenda, Notice to Contractors, bidding instructions, Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Completion) when attached as an exhibit to the Contract, the Bonds, permits from jurisdictional regulatory agencies, City of Goleta Construction Specifications, Special Provisions, Plans, State Standard Plans, Standard State Specifications, Revised Standard Specifications, Labor Surcharge and Equipment Rental Rates, Work Directives, Reference Specifications, Change Orders, Supplemental Agreements, Appendices, Project Plans and any other applicable documents not listed, including modifications incorporated in those documents.
  - 1.6** “Contract Price” means the total aggregate amount of the Contractor’s bid price based on the estimated quantities listed in the Bidding Sheet as set forth in the award of the Contract approved by the City Council, subject to adjustment for variances in quantities and changes pursuant to Change Orders executed in accordance with the Contract Documents.
  - 1.7** “Inspector” means the person designated by the engineer to ensure specification compliance.
  - 1.8** “Total Base Bid” means the sum stated in the bid for which bidder offers to perform the Work described in the contract documents, but not including alternates.
  - 1.9** “Unit or Contract Unit Price” means an amount entered in the bid by bidder or a “Contract Item” price established by the City in the bid, as a price per unit of measurement for payment for materials, equipment or services including taxes, supervision, overhead and profit for a portion of the work described in the Contract Documents.

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

- 2.1** Bidder has read, understood, and made the bid pursuant to the requirements in the Contract Documents.
- 2.2** The Bidder, at its sole cost and expense, has carefully examined the Contract Documents and visited the Project site to become fully acquainted with the local site conditions affecting the Work to be performed including transportation, disposal, handling, and storage of materials.
- 2.3** The bid and the Contract Unit Prices bid are based upon the labor, materials, equipment, and systems required by the Contract Documents.
- 2.4** Bidder and all subcontractors, regardless of tier, have the appropriate registrations and current licenses issued by the State of California Contractor's State License Board and Department of Industrial Relations (DIR) for the Work to be performed. If bidder is a joint venture, the bidder will have a joint venture license appropriate for the performance of the Work, and each member of the joint venture will likewise have the appropriate license. Business and professions code §§ 7000-7191 establish licensing requirements for contractors. If a bidder, that is a specialty contractor, submits a bid involving 3 or more specialized building trades, the Work of which is more than incidental and supplemental to the performance of the Work for which bidder holds a specialty contractor license, bidder must also hold either (1) a specialty contractor "C" license in each such trade or (2) a general engineering contractor "A" license. This requirement is applicable whether or not bidder lists a subcontractor for each such trade.
- 2.5** Bidder shall have the expertise, including the Responsible Managing Officer (RMO) for the Contractor Company, demonstrating a minimum of five (5) years' experience successfully performing projects of the same type, magnitude, and character of the work bid, and financial capacity to perform and complete all obligations under the Contract Documents.
- 2.6** Bidder is aware of and, if awarded the contract, will comply with legal requirements in its performance of the Work.
- 2.7** Bidder is aware of and, if identified as the apparent lowest responsible bidder, would be required to pay City business license fee(s).
- 2.8** Bidder shall not damage or endanger and shall preserve and protect adjacent properties.
- 2.9** Bidder has familiarized itself with the staging and material storage constraints of the Project site and surrounding buildings and will confine its staging and storage operations to approved areas.

- 2.10 Bidder will coordinate its construction activities with the other contractors and utility companies performing work on the Project site, if any, including, but not limited to, any separate contractor retained by the City.
- 2.11 Bidder has checked the figures set forth in the bid schedule and understands that neither the City nor any officer or employee therefore will be responsible for any misunderstandings, errors, or omissions on the part of the Bidder in submitting its Bid. The failure of a Bidder to receive or examine any of the Contract Documents or to inspect the site shall not relieve such Bidder from any obligation with respect to the Bid, the Contract, or the Work required under the Contract Documents.

### **3 CONTRACT DOCUMENTS.**

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

### **4 INTERPRETATION OR CORRECTION OF CONTRACT DOCUMENTS.**

- 4.1 Before submitting its bid, bidder will carefully study and compare the various documents comprising the Contract Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the bid is submitted; will examine the project site, the conditions under which the Work is to be performed, and the local conditions; and will at once report to the City's representative errors, inconsistencies, or ambiguities discovered. The drawings and specifications contained in these Contract Documents do not constitute a representation or warranty that any conditions shown therein actually exist. All soil and test hole data, groundwater elevations, and soil analyses shown on the Plans or included in the Special Provisions apply only at the location of the test holes and to the depths indicated.
- 4.2 Bidder requests for clarification or interpretation of the Contract Documents will be addressed to the City's representative at least five (5) calendar days before the bid deadline.
- 4.3 Clarifications, interpretations, corrections, and changes to the Contract Documents will only be made by addenda. Purported clarifications,

interpretations, corrections, and changes to the Contract Documents made in any other manner will not be binding and bidders will not rely upon them.

## **5 PRODUCT SUBSTITUTIONS.**

- 5.1** No requests for product substitutions will be considered before award of contract.

## **6 SUBCONTRACTORS.**

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

## **7 ADDENDA.**

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

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

## **8 NOT USED**

## **9 FORM AND STYLE OF BIDS.**

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

## **10 BID SECURITY.**

- 10.1** Each bid must be accompanied by bid security, in the amount of 10% of the Total Base Bid on the base Contract Work, excluding any Alternate Bid Items, as security for bidder's obligation to enter into a contract with the City on the terms stated in the proposal form and to furnish all items required by the Contract Documents.
- 10.2** All bids must be accompanied by a scanned copy of the bid security uploaded to PlanetBids. The original security of the three (3) apparent lowest bidders must be mailed to the office of the City Clerk at 130 Cremona Drive, Suite B, Goleta, California 93117, in a sealed envelope

and be received or postmarked within three (3) City working days of the bid due date and time for the bid to be considered. The sealed envelope should be plainly marked on the outside identifying the names as shown in the notice inviting sealed bids.

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

## **11 BID DELIVERY.**

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

## **12 MODIFICATION OR WITHDRAWAL OF BID.**

- 12.1** Bids may not be modified, withdrawn, or canceled within one hundred twenty (120) calendar days after the bid deadline unless otherwise

provided in any supplementary instructions to bidders. The bidder shall be prohibited from further bidding on the project and the bid bond shall be forfeited. The City, at its discretion, may award the bid to the next responsive and responsible bidder. In the event the next bidder refuses to enter into the contract, that bidder's bid bond shall then be forfeited.

### **13 OPENING OF BIDS.**

- 13.1** Bids submitted in the manner required by these instructions and received on or before the bid deadline will be opened and available for viewing on PlanetBids.

### **14 EVALUATION AND REJECTION OF BIDS.**

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

waive any deficiencies, irregularities, or informalities in any Bids or in the bidding process; modify, cancel, or withdraw the Notice Inviting Sealed Bids; issue a new Notice Inviting Sealed Bids; suspend or abandon the Project; seek the assistance of outside technical experts in Bid evaluation; require a bidder to provide a guarantee (or guarantees) of the Contract by a third party; and not issue a Notice to Proceed after execution of the Contract. In submitting a Bid in response to the Notice Inviting Sealed Bids, the bidder is specifically acknowledging the City holds these rights. The Notice Inviting Sealed Bids does not commit the City to enter into a Contract, to reject, in its sole discretion, all Bids, nor does it obligate the City pay for any costs incurred by bidders in preparation and submission of a Bid or in anticipation of a Contract. By submitting a Bid, the bidder disclaims any right to be paid for such costs.

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

## **15 AWARD.**

- 15.1** The City may retain all bids for a period of one hundred and twenty (120) calendar days for examination and comparison, and to delete any portion of the Work from the contract.
- 15.2** The City may waive nonmaterial irregularities in a bid and will accept the lowest responsive bid from a responsible bidder as determined by the City.
- 15.3** The City will determine the low bidder on the basis of the total bid price in words on the bidding sheet as described on the bidding sheet.
- 15.4** City Staff will identify the apparent lowest responsive and responsible bidder and notify such bidder within (30) working days (unless the number of days is modified in any Addendum issued to bidders) after the Bid Deadline. Within ten (10) calendar days after receiving the City's written notice that bidder was identified as the apparent lowest responsible bidder, bidder will submit to the City all of the following items as required by the City:
- 15.4.1** Two originals of the contract signed by bidder.
  - 15.4.2** One original of the payment bond.
  - 15.4.3** One original of the performance bond.
  - 15.4.4** Certificates of insurance and additional insured endorsements.
  - 15.4.5** Copy of current city of Goleta business license certificate.
  - 15.4.6** Names of all subcontractors, with their DIR registration number, license numbers, addresses, telephone number, facsimile number and trade on bidders' company stationery. Evidence, as required by the

city, of the reliability and responsibility of the proposed subcontractors such as statements of experience, statements of financial condition, and references.

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

**15.6** If bidder submits the two original signed contracts and all other items within ten (10) working days after receiving the City's notification, and all such items comply with the requirements of the contract documents, the City will submit the bid to the City Council for award of Contract. Following City Council Award of Contract, the City will sign the contract and return a signed copy of the contract to bidder.

## **16 NOTICE OF INTENT TO AWARD CONTRACT.**

Following the opening of bids and determination of the lowest responsible Bidder, the City will issue a notice of intent to award the Contract, identifying the Bidder to whom the City intends to award the Contract. The award of the Contracts shall be made by the City Council.

## **17 PUBLIC RECORDS.**

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

## **18 BID PROTEST.**

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

- 18.1** The bid protest is in writing;
- 18.2** Protests based upon alleged defects or improprieties in the Contract Documents are filed with the City prior to the Bid Deadline;
- 18.3** All other protests are filed and received by the City not more than five (5) calendar days following the date of City's Notice of Intent to Award the Contract; and
- 18.4** The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest. All factual contentions must be supported by competent, admissible and credible evidence.
- 18.5** Any matters not set forth in the written bid protest shall be deemed waived. Any bid protest not conforming to the foregoing shall be rejected by the City as invalid.

## **19 COMPLIANCE WITH CARB REGULATIONS**

The City is a Public Works Awarding Body, as defined under Title 13 California Code of Regulations Section 2449(c)(46). Accordingly, Bidders must submit, with their Bids, a valid Certificate of Reported Compliance ("CRC") for the Bidder's and its listed subcontractors fleet (including any applicable leased equipment or vehicles). Bidder must complete and submit the Fleet Compliance Certification, on the form included in the bid package. Failure to provide a valid CRC for the Bidder's fleet, and for the fleets of all listed subcontractors, or failure to complete the Fleet Compliance Certification, may render the Bid non-responsive.

## **SECTION III**

## **PROPOSAL**

**SECTION III PROPOSAL**  
**BID PROPOSAL**  
**FOR**  
**2025 ARTERIAL PAVEMENT 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 **2025 ARTERIAL PAVEMENT PROJECT** as set forth in the Plans, Specifications, and Contract Documents, and to perform all work in the manner and time prescribed therein.

Bidder declares that this Bid is based upon careful examination of the Work site, Plans, Specifications, Bidding Instructions, and all other Contract Documents. If this Bid is accepted for award, Bidder agrees to enter into a contract with City at the unit and/or lump sum prices set forth in the following Bid Schedule. Bidder understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to City of the Bid Security accompanying this Bid.

Bidder understands that a Bid is required for the entire Work, that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing Bids, and that final compensation under the Contract will be based upon the actual quantities of Work satisfactorily completed. THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT per Section 9-1.06B INCREASES OF MORE THAN 25 PERCENT and Section 9-1.06C DECREASES OF MORE THAN 25 PERCENT. 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 TEN (10) WORKING DAYS 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.

**SECTION III BID PROPOSAL  
FOR**

**2025 ARTERIAL PAVEMENT PROJECT**

The Project insurance requirements are per the State Standard Specifications, as modified by the City of Goleta Construction Specifications contained herein.

Full Legal Name of Bidder: \_\_\_\_\_

Type of Entity: \_\_\_\_\_  
(corporation, partnership, etc.)

State of Incorporation / Organization: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Physical Address: \_\_\_\_\_  
(must be included even if PO box is used for mailing)

City, State, Zip: \_\_\_\_\_

Telephone Number: Area Code (\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_

California Contractor License No. \_\_\_\_\_

Contractor (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Department of Industrial Relations and certified to bid on Public Works contracts. Register at: <https://www.dir.ca.gov/public-works/contractor-registration.html>.

Contractor Department of Industrial Relations Registration No. \_\_\_\_\_

California Contract License Classification(s) \_\_\_\_\_

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (23 CRF 635.110).

The work for which this bid is submitted is for construction in conformance with the Special Provisions (including the payment of not less than the State general prevailing wage rates), the Project Plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans, dated 2018, the California Department of Transportation

Standard Specifications, dated 2018, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The work to be done and referred to herein is in the City of Goleta, Santa Barbara County, State of California, and is to be constructed in accordance with the Contract Documents and the Prevailing Wage Rates of the Department of Industrial Relations.

The work to be done is described in the Contract Documents entitled **2025 ARTERIAL PAVEMENT PROJECT** City of Goleta, California.

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that he or she has carefully examined the location of the proposed work and the Contract Documents; and proposes, and agrees if this Proposal is accepted, that he or she will Contract with the City of Goleta, in the form of a copy of the Agreement contained in the Bid Document, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Director, as therein set forth, and that he or she will take in full payment therefore prices indicated in the Schedule of Bid Items, including all work modified by addendum numbers \_\_\_\_\_. (IF NONE, STATE NONE).

In accordance with the provisions of California Labor Code Section 6707, whenever the State, a County, City and County, or City issues a call for bids for the construction of a pipeline, drainage, water, sewer, sewage disposal system, boring or jacking pits, or similar trenches or open excavations, which are five (5' ) feet or deeper, such call shall specify that each bid submitted in response thereto shall contain, as a bid item, adequate sheeting, shoring, and bracing or equivalent method, for the protection of life or limb, which shall conform to applicable safety orders.

As required under the provisions of California Public Contract Code Section 4104 et seq., any person making a bid or offer to perform the work, shall in his or her bid or offer, set forth: (a)(1) The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the primary Contractor specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the prime Contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the prime contractor's total bid or ten thousand dollars (\$10,000) whichever is greater; (2)(A) Subject to subparagraph (B), any information requested by the officer,

department, board, or commission concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor's name and location of business, may be submitted by the prime contractor up to 24 hours after the deadline established by the officer, department, board, or commission for receipt of bids by prime contractors; (B) A state or local agency may implement subparagraph (A) at its option; (b) The portion of the work that will be done by each such subcontractor under this Act. The prime Contractor shall list only one (1) subcontractor for each such portion as defined by the prime Contractor in his or her Bid.

## **2025 ARTERIAL PAVEMENT PROJECT**

### **BIDDING SHEET**

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

The City further reserves the right to reject any or all bids, to waive any informality or irregularity in any bid or the bidding procedure, and to delete any items of work in the award of contract. The City's decision on the bid amount is final.

Bidders must bid on all items in the Bid Schedule including the Supplemental and/or Alternative Bid Items in order for their bids to be complete. The award of contract will be based on the criteria outlined in Section 14 of the Bidding Instructions.

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

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

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

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

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

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount of the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the City's Final Estimate of cost.

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

**REPLACE WITH PDF OF PROJECT SPECIFIC BIDDING SHEET**

## LIST OF SUBCONTRACTORS

The Bidder shall list the name, address, license number, and description of work, bid item number, percentage of bid item subcontracted by cost and Department of Industrial Relations Registration number for each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.10 SUBCONTRACTOR LIST of the State Standard Specifications. Attention is also directed to Section 5-1.13 SUBCONTRACTING of the Special Provisions. Listed subcontractors must be registered with the Department of Industrial Relations. Pursuant to SB 854, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). Bidder shall list the DIR registration number for each subcontractor.

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:

Bid Item Number(s)	Subcontractor License Number	Subcontractor DIR Registration Number	Percent of Total Bid	Subcontractor's Name & Address
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Bid Item Number(s)	Subcontractor License Number	Subcontractor DIR Registration Number	Percent of Total Bid	Subcontractor's Name & Address

### **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 five (5) years:

1.     Name of Agency \_\_\_\_\_  
      Agency Address \_\_\_\_\_  
      Telephone \_\_\_\_\_  
      Contact Person \_\_\_\_\_  
      Contract Amount \_\_\_\_\_
  
2.     Name of Agency \_\_\_\_\_  
      Agency Address \_\_\_\_\_  
      Telephone \_\_\_\_\_  
      Contact Person \_\_\_\_\_  
      Contract Amount \_\_\_\_\_
  
3.     Name of Agency \_\_\_\_\_  
      Agency Address \_\_\_\_\_  
      Telephone \_\_\_\_\_  
      Contact Person \_\_\_\_\_  
      Contract Amount \_\_\_\_\_

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

---

---

---

### **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

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

## ELIGIBILITY TO CONTRACT

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

## BIDDER'S INFORMATION

Bidder certifies that the following information is true and correct:

Bidder's Name \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

State Contractor's License No. and Class \_\_\_\_\_

Original Date Issued \_\_\_\_\_ Expiration Date \_\_\_\_\_

DIR Registration No: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I declare under penalty of perjury under the laws of the State of California that the above representations are true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_\_ California.

\_\_\_\_\_  
Signature and Title of Bidder  
or Authorized Representative

## BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS AND DEFAULTS

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

1. Have you ever been disqualified from any government contract?

Yes ☐ No ☐

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

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Signature and Title of Bidder or Authorized Representative

**BID BOND FOR:**  
**2025 ARTERIAL PAVEMENT PROJECT**

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

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

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

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL: \_\_\_\_\_

(Address) \_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_

(Signature and Title of Authorized Officer)

BY: \_\_\_\_\_

(Signature and Title of Authorized Officer)

SURETY: \_\_\_\_\_

(Address) \_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_  
(Signature and Title of Authorized Officer)

BY: \_\_\_\_\_  
(Signature and Title of Authorized Officer)

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment. Also, evidence of the authority of any person signing as attorney-in-fact must be attached.

**STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES CONCERNING  
THE CONTRACTOR'S LICENSING LAWS**

[Business & Professions Code § 7028.15; Public Contract Code § 20103.5]

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

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

Bidder: \_\_\_\_\_

License No.: \_\_\_\_\_ Class \_\_\_\_\_ Expiration date: \_\_\_\_\_

DIR Registration No.: \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

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

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

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

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Company: \_\_\_\_\_

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

**NON-COLLUSION DECLARATION  
FOR  
2025 ARTERIAL PAVEMENT PROJECT**

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

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

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

\_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state]

---

(Signature and Title of Authorized Representative)

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)*

### **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The bidder \_\_\_\_\_,  
proposed subcontractor \_\_\_\_\_, hereby certifies  
that he has\_\_\_\_\_, has not\_\_\_\_\_, participated in a previous contract or subcontract subject to the equal  
opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required,  
he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract  
Compliance, a Federal Government contracting or administering agency, or the former President's  
Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the  
Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed  
subcontractors only in connection with contracts and subcontracts, which are subject to the equal  
opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity  
clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or  
under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders  
or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous  
contract or subcontract subject to the Executive Orders and have not filed the required reports  
should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless  
such contractor submits a report covering the delinquent period or such other period specified by  
the Federal Highway Administration or by the Director, Office of Federal Contract Compliance,  
U.S. Department of Labor.

\_\_\_\_\_

## **PUBLIC CONTRACT CODE**

### **Public Contract Code Section 10285.1 Statement**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_\_, has not \_\_\_\_\_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

---

## **PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

## **PUBLIC CONTRACT CODE 10232 STATEMENT**

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

---

## DEBARMENT AND SUSPENSION CERTIFICATION

### TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification.

---

## IRAN CONTRACTING ACT DISCLOSURE FORM

### GENERAL

#### GENERAL REQUIREMENTS

- A. Pursuant to the Iran Contract Act of 2010 (California Public Contract Code, Sections 2202-2208), Bidders are ineligible to bid on projects with a public entity for goods or services of one million dollars (\$1,000,000) or more if the Bidder engages in investment activities in Iran.
- B. Bidders must provide the below disclosure form as a mandatory submittal for all projects in excess of \$1,000,000. The Iran Contracting Act Disclosure Form shall be submitted by the 3 apparent low bidders within 7 working days after opening of the bids.

(California Public Contract, Sections 2202-2208)

When responding to a bid or proposal or executing a contract or renewal for a City contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 working days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code Section 2203(c) or (d).

To comply with this requirement, please provide your vendor or financial institution name and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

#### **OPTION #1 – CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million (\$20,000,000) or more in credit to another person/vendor, for 45 working days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>
<i>By (Authorized Signature)</i>

<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

## DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

BID MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT  
ATTACHED.

Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following  
is required.

**The undersigned Proposer certifies that it and all subcontractors performing under this contract will provide a drug-free workplace by:**

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a Drug-Free Awareness Program to inform employees about:
  - a. The dangers of drug abuse in the workplace.
  - b. The Contractor's policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation, and employee assistance program.
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Notify employees that as a condition of employment under this Contract, employees will be expected to:
  - a. Abide by the terms of the statement.
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.
4. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) working days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
  - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

\* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation, or business was performing work within three (2) years of the date of my signature below.

**EXCEPTION:**

Date	Violation Type	Place of Occurrence
If additional space is required use back of this form.		

\*The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION CONTRACT, AS A RESULT OF THIS BID; THE PROPOSER WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

PROPOSER'S

NAME:

---

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature Title

**Effects of violations:** a. Suspension of payments under this contract. b. Suspension or termination of the contract.  
c. Suspension or debarment of the contractor from receiving any contract from the City of Goleta for a period not to  
exceed five years.  
FM 681 7/10/9

**COMPLIANCE WITH ECONOMIC SANCTIONS  
IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE**

SAPC Information Notice 22-15

*Per Executive Order N-6-22, all contractors and grantees that have agreements valued at \$5 million or more with agencies/departments subject to the California Governor's authority are directed to report to their contracting or grantor agency or department regarding their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.*

**Instructions: Complete Section 1, provide a letter for Section 2 and return both to your CPA.**

**1) ATTESTATION OF COMPLIANCE:**

Having conducted a good faith review, I attest that \_\_\_\_\_  
(agency name) is in compliance with the economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

<b>Contractor/Provider Name (Printed):</b>	<b>Contract Number (s):</b>
<b>By (Authorized Signature):</b>	
<b>Printed name and title of authorized signor:</b>	
<b>Date of Signed Attestation of Compliance:</b>	 

**2) REPORT OF ACTIONS/STEPS TAKEN:**

Attach a brief report to this notice form, on your agency letterhead describing the steps and actions, if any, you have taken in response to Russia's actions in Ukraine and to ensure compliance with the EO. *Please note that responses may be subject to disclosure under the California Public Records Act. Accordingly, please do not include any confidential information or disclosures that could pose security risks.*

### Fleet Compliance Certification.

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- ☐ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- ☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- ☐ Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).
- ☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- ☐ The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **SECTION IV**

### **AGREEMENT**

**REPLACE WITH PDF OF PW CONSTRUCTION CONTRACT FOUND IN LEGAL REVIEW →  
GENERAL → PW CONSTRUCTION CONTRACT.DOCX**

**SECTION V**  
**INSURANCE AND BONDS**

## INSURANCE REQUIREMENTS

### General Liability Insurance

The general liability must be at least combined single limits of no less than \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate, \$25,000,000 Umbrella or excess liability, and must contain:

1. Extension of coverage to the City, its officials, officers, agents and employees, as additional insureds, with respect to Contractor's liabilities hereunder in insurance coverages identified above;
2. A provision that coverage will not be canceled or subject to reduction until at least thirty (30) working days' prior written notice has been given to the City Clerk, addressed to 130 Cremona Drive, Suite B, Goleta, CA 93117;
3. A provision that Contractor's insurance shall apply as primary, and not excess of, or contributing with, the City;
4. Contractual liability coverage sufficiently broad so as to include the liability assumed by the Contractor in the indemnity and hold harmless provisions of the Standard Condition;
5. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each;
6. A broad form property damage endorsement;
7. A provision that the policies be provided on an "occurrence" basis;
8. Coverage for XCU (explosion, collapse, underground) hazards if applicable to the work; and
9. Products and completed operations coverage.

Umbrella or Excess Liability policies (Over Primary) if used to meet limit requirements shall provide coverage at least as broad as specified for underlying coverages and covering those insured in the underlying policies. Any such policy shall include a drop-down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be "pay on behalf," with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion of claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. Limits are subject to review but in no event less than \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate, except with respect to umbrella or excess liability which must be no less than the amount set forth above.

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

### Policy Forms, Endorsements and Certificates

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

### **NOTICE TO INSURANCE BROKER**

Your client has been awarded a bid by the City Council of the City of Goleta to perform a public works project known as \_\_\_\_\_. The Contract Conditions for that project require your client ("the Contractor") to return certain evidence of insurance and bonds to the City Attorney of the City within fifteen (15) working days after the Bid award, or else the Bid award may be terminated and awarded to another company.

This package contains the information you will need as an insurance broker to provide the appropriate insurance and bonds to the City. The insurance coverages the Contractor needs are specified in the section entitled "Insurance Requirements." Please note that, in addition to the insurance certificate itself, copies of several endorsements must be actually furnished for review.

Please refer to Special Provisions for modifications of the Standard Construction Specifications and the requirements of this insurance packet.

Please use the standard City of Goleta Bond Forms provided in this package.

The Bonds required must each be in the penal amount of: \$\_\_\_\_\_.

Documents should be forwarded to or questions addressed to:

Office of the City Attorney  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117  
(805) 961-7500

When forwarding the documents, please refer to the project name so that the documents can be matched with the Contract for which they are submitted.

Thank you.

## **INSURANCE REQUIREMENTS**

In addition to Section 7-1.06 INSURANCE of the State Standard Specifications the:

- A. Evidence of Maintenance Required. The Contractor shall, at all times, maintain in full force and effect at a minimum the insurance required by this section; and the Contractor shall not allow any subcontractor to commence work until similar insurance required of the subcontractor has been obtained and filed. An original Certificate of Insurance, and copies of all required endorsements, all in a form approved by the Director, evidencing all required coverage or policies shall be filed after the award of the bid and prior to approval of the Contract by the City Council. Contractor shall provide ten (10) working days prior written notice to the City of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Goleta as Certificate holder.
- B. Qualifying Insurers. With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.
- C. Insurance Required. Commercial General Liability, automobile liability, and workers' compensation insurance shall be maintained as follows:
- |   |  |
|---|--|
| 1. Commercial General Liability<br>for Minor Construction<br>Projects<br>(Projects under \$1,000,000) | \$2,000,000 each occurrence<br>\$4,000,000 aggregate<br>5,000,000.00 Umbrella or excess<br>liability<br>Personal Injury:<br>\$2,000,000 each occurrence<br>\$4,000,000 aggregate<br>5,000,000.00 Umbrella or excess<br>liability     |
| Commercial General Liability<br>for<br>Major Construction Projects<br>(Projects over \$1,000,000)     | \$5,000,000 each occurrence<br>\$10,000,000 aggregate<br>25,000,000.00 Umbrella or excess<br>liability<br>Personal Injury:<br>\$5,000,000 each occurrence<br>\$10,000,000 aggregate<br>25,000,000.00 Umbrella or excess<br>liability |

The Commercial General Liability policy shall include coverage or endorsements for:

- a. Completed operations.
- b. Losses related to independent contractors, products and equipment.
- c. Explosion, collapse and underground hazards.

The Commercial General Liability insurance shall include the following, copies of which shall be provided:

- a. Inclusion of the City of Goleta, and its officers, agents, employees, and volunteers, as additional insureds (except for workers' compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the Insurance Services Office ("ISO") CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsements must include coverage for on-going and completed operations. Endorsements shall cover the City of Goleta, its officers, agents, employees, and volunteers.
- b. Cross liability and severability of interest clauses providing that the insurance applies separately to each insured except with respect to the limits of liability.
- c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither the City nor its insurers will be called upon to contribute to a loss.
- d. Such insurance shall specifically cover the contractual liability of the CONTRACTOR.
- e. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- f. Waiver of subrogation endorsement.
- g. The CONTRACTOR shall furnish a certificate for the period covered.

#### SPECIAL NOTICE - CLAIMS MADE COVERAGE:

Liability insurance coverage may not be written on a "claims made" basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

1. Comprehensive Automobile Liability for bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) combined single limits per accident, applicable to all owned, non-owned, and hired vehicles.
2. Statutory Workers' Compensation and Employer's Liability Insurance, including a waiver of subrogation endorsement and a Broad Form "All-States" Endorsement for all employees engaged in services or operations under the Contract. The employer's liability insurance shall provide limits of not less than One Million Dollars (\$1,000,000) per occurrence. Both the workers' compensation and employer's liability policies shall contain

the Insurer' s waiver of subrogation in favor of the City, its officers, agents, employees, and volunteers.

#### **7-1.12.2 BUILDER'S RISK/COURSE OF CONSTRUCTION INSURANCE:**

The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion.

The Contractor shall secure "All Risk" type of builder' s Risk Insurance of the type covering one hundred percent (100%) of the value of the work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the work completed. The policy shall cover hazards including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

The policies providing such insurance shall name the City as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with the City. The maximum deductible allowable under the Builder' s All Risk policy shall be five percent (5%) of the Contract amount.

Builder' s Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

#### **7-1.12.3 OTHER INSURANCE PROVISIONS:**

- A. The requirements of the State Standard Specifications as to types and limits of insurance coverage to be maintained by the Contractor, and any approval of insurance by the City, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude the City from taking any other action available to it under any other provision of the Contract or law.
- B. The City acknowledges that some insurance requirements contained in these provisions may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract. Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions ("SIR") must be declared on the certificate of insurance and approved by CITY in writing. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- C. The Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, the Contractor shall require its subcontractors to agree to be bound to the Contractor and the City in the same manner and to the same extent as the Contractor is bound to the City under this Contract. Additionally, the Contractor shall obligate its

subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of the City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, the Contractor may insure subcontractor(s) under its own policy.

- D. The City, its officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04.
- E. The limits of insurance required in this Contract may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City (if agreed to in a written contract) before the City's own insurance shall be called upon to protect it as a named insured.
- F. THE CITY RESERVES THE RIGHT TO WITHHOLD ANY PROGRESS PAYMENTS TO THE ONTRACTOR IN THE EVENT OF NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.**

Additional Insurance Requirements:

**Contractor's pollution liability insurance.** Coverage shall provide for liability arising out of sudden, accidental, and gradual pollution, and remediation. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for remediation of the site in the event of an environmental contamination event arising out of the materials, supplies, products, work, operations, or workmanship.

**Transportation pollution liability insurance.** Coverage shall be in an amount not less than \$5,000,000 combined single limit per accident and shall include Pollution Liability (CA9948) and MCS-90 Endorsements. The policy shall provide coverage for transportation of pollutants/contaminants to and from the job site and the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

## FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Goleta, has awarded to \_\_\_\_\_, (hereinafter referred to as the "Contractor") an agreement for the **2025 ARTERIAL PAVEMENT PROJECT** (hereinafter referred to as the "Project"). For the purposes of this Faithful Performance Bond, the City of Goleta and Caltrans shall hereinafter be referred to as "City."

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

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

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

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

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

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

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

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

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

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

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

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

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

Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of  
premium charges is \$ \_\_\_\_\_.

(The above must be filled in by corporate attorney.)

**THIS IS A REQUIRED FORM**

Any claims under this bond may be addressed to:

(Name and Address of Surety) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

(Telephone number of Surety \_\_\_\_\_  
and Agent or Representative for  
service of process in California)

# Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

## OPTIONAL

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

### CAPACITY CLAIMED BY SIGNER

### DESCRIPTION OF ATTACHED DOCUMENT

Individual

Corporate Officer

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title or Type of Document

Partner(s)

Limited

General

\_\_\_\_\_  
Number of Pages

Attorney-In-Fact

Trustee(s)

Guardian/Conservator

\_\_\_\_\_  
Date of Document

Other:

Signer is representing:

Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
Signer(s) Other Than Named Above

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

## Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

Individual

Corporate Officer

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title or Type of Document

Partner(s)

Limited

General

\_\_\_\_\_  
Number of Pages

Attorney-In-Fact

Trustee(s)

Guardian/Conservator

\_\_\_\_\_  
Date of Document

Other:

Signer is representing:

Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
Signer(s) Other Than Named Above

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

## **END OF PERFORMANCE BOND**

## LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Goleta by action taken or a resolution passed \_\_\_\_\_, 20\_\_\_\_, has awarded to \_\_\_\_\_ hereinafter designated as the "Principal," a contract for the work described as follows: the **2025 ARTERIAL PAVEMENT PROJECT** (the "Project"). the purposes of this Faithful Performance Bond, the City of Goleta and Caltrans shall hereinafter be referred to as "City."; and

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

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

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

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

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for

whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

## Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

Individual

Corporate Officer

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title or Type of Document

Partner(s)

Limited

General

\_\_\_\_\_  
Number of Pages

Attorney-In-Fact

Trustee(s)

Guardian/Conservator

\_\_\_\_\_  
Date of Document

Other:

Signer is representing:

Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
Signer(s) Other Than Named Above

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

## Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

Individual

Corporate Officer

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
Title(s)

Partner(s)

Limited

General

Attorney-In-Fact

Trustee(s)

Guardian/Conservator

Other:

Signer is representing:

Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

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

**END OF LABOR AND MATERIAL PAYMENT BOND**

## **SECTION VI**

### **CITY OF GOLETA CONSTRUCTION SPECIFICATIONS**

**SECTION VI**  
**CITY OF GOLETA CONSTRUCTION SPECIFICATIONS**  
**TABLE OF CONTENTS**

Adoption of State Specifications	
Section 1. Definitions and Terms	GCS-2
Section 2. Proposal Requirements and Conditions	GCS-3
Section 3. Contract Award and Execution	GCS-6
Section 4. Scope of Work	GCS-7
Section 5. Control of Work	GCS-7
Section 6. Control of Material	GCS-9
Section 7. Legal Relations and Responsibility	GCS-9
Section 8. Prosecution and Progress	GCS-21
Section 9. Measurement and Payment	GCS-22

## SECTION 1. DEFINITION AND TERMS

1-1.03 **ACCEPTANCE.** Shall mean the formal Acceptance by resolution of the Goleta City Council of an entire Contract which has been completed in all respects in accordance with the Plans and specifications and any modifications thereof previously approved, causing a notice of completion to be filed with the County Recorder.

1-1.13 **DEPARTMENT.** Shall mean the Department of Public Works of the City of Goleta, also referred to as the Department of Contract Administration. References made to the Department of Transportation otherwise shall mean the State of California Department of Transportation.

1-1.15 **DIRECTOR.** Shall mean the Public Works Director or his or her duly authorized representative.

1-1.17 **[Reserved]**

1-1.18 **ENGINEER.** Shall mean the Public Works Director or his or her duly authorized representative.

1-1.19 **ENGINEER'S ESTIMATE.** The estimate prepared by the Public Works Director of quantities of work to be performed.

1-1.26 **LIQUIDATED DAMAGE.** The amount to be deducted from payments due or to become due to the Contractor for delay, as set forth in the Special Provisions.

1-1.29 **PLANS.** The official project Plans, State Standard Plans, Improvement Plans, profiles, typical cross sections, general cross sections, working drawings, and supplemental drawings, or reproductions thereof, approved by the Director which show the location, character, dimensions and details of the work to be performed. All such documents are to be considered as a part of the Plans whether or not reproduced in the special provisions.

In the above definition, the following terms are defined as follows:

- (a) State Standard Plans – The 2018 Standard Plans of the Department of Transportation of the State of California.
- (b) Revised State Standard Plans – The Revised Standard Plans of the Department of Transportation of the State of California.
- (c) Project Plans – The project Plans are specific details and dimension peculiar to the work and supplemented by the State Standard Plans, insofar as the same may apply.
- (d) Improvement Standards – The Improvement Standards and Construction Standards of the City of Goleta Department of Public Works.

1-1.30 **SPECIFICATIONS.** State Standard Specifications, revised standard specifications, special provisions

In the above definition, the following terms are defined as follows:

- (a) State Standard Specifications – Specifications standard to Caltrans' construction projects. These specifications are in a book titled Standard Specifications 2018.
- (b) Revised Standard Specifications – New or revised standard specifications. These specifications are in a section titled Revised Standard Specifications in a book titled REVISIONS TO THE STANDARD SPECIFICATIONS 2018 dated 2018.
- (c) Special Provisions – Specifications specific to the project.

1-1.39 **STATE.**

Reference to the State or State of California shall mean City or City of Goleta unless the reference is to a law or regulation of the State.

1-1.50 **CITY ATTORNEY.**

The City Attorney of the City of Goleta.

**1-1.51 ATTORNEY GENERAL.**

The City Attorney of the City of Goleta.

**1-1.52 CITY CLERK.**

Shall mean the City Clerk of the City of Goleta.

**SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS**

**2-1.03 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK**

The bidder shall examine carefully the site of the work contemplated, the plans and specifications, and the proposal and contract forms therefor. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the general and local conditions to be encountered, as to the character, quality and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the proposal, plans, specifications and the contract.

The submission of a bid shall also be conclusive evidence that the bidder is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information was reasonably ascertainable from an inspection of the site and the records of exploratory work done by the Department as shown in the bid documents, as well as from the plans and specifications made a part of the contract.

Where the Department has made investigations of site conditions including subsurface conditions in areas where work is to be performed under the contract, or in other areas, some of which may constitute possible local material sources, bidders or contractors may, upon written request, inspect the records of the Department as to those investigations subject to and upon the conditions hereinafter set forth.

Where there has been prior construction by the Department or other public agencies within the project limits, records of the prior construction that are currently in the possession of the Department and which have been used by, or are known to, the designers and administrators of the project will be made available for inspection by bidders or contractors, upon written request, subject to the conditions hereinafter set forth. The records may include, but are not limited to, record drawings, design calculations, foundation and site studies, project reports and other data assembled in connection with the investigation, design, construction and maintenance of the prior projects.

When a log of test borings or other record of geotechnical data obtained by the Department's investigation of surface and subsurface conditions is included with the contract plans, it is furnished for the bidders' or Contractor's information and its use shall be subject to the conditions and limitations set forth in this Section 2-1.03.

When cross sections are not included with the plans, but are available, bidders or contractors may inspect the cross sections and obtain copies for their use, at their expense.

When cross sections are included with the contract plans, it is expressly understood and agreed that the cross sections do not constitute part of the contract, do

not necessarily represent actual site conditions or show location, character, dimensions and details of work to be performed, and are included in the plans only for the convenience of bidders and their use is subject to the conditions and limitations set forth in this Section 2-1.03 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK.

When contour maps were used in the design of the project, the bidders may inspect those maps, and if available, they may obtain copies for their use.

The availability or use of information described in this Section 2-1.03 is not to be construed in any way as a waiver of the provisions of the first paragraph in this Section 2-1.03 and bidders and contractors are cautioned to make independent investigations and examinations as they deem necessary to be satisfied as to conditions to be encountered in the performance of the work and, with respect to possible local material sources, the quality and quantity of material available from the property and the type and extent of processing that may be required in order to produce material conforming to the requirements of the specifications.

The Department assumes no responsibility for conclusions or interpretations made by a bidder or contractor based on the information or data made available by the Department. The Department does not assume responsibility for the representation made by its officers or agents before the execution of the contract concerning surface or subsurface conditions, unless that representation is expressly stated in the contract.

No conclusions or interpretations made by a bidder or contractor from the information and data made available by the Department will relieve a bidder or contractor from properly fulfilling the terms of the contract.

#### **2-1.05 PROPOSAL FORMS.**

The Department will furnish to each Bidder a standard proposal form, which, when filled out and executed shall be submitted as his bid. Bids are not presented on forms so furnished will be disregarded.

The proposal form is included in these Contract Documents. The proposal shall set forth for each item of work, in clearly legible figures and words, an item price and a total for the item in the respective spaces provided, and shall be signed by the Bidder, who shall fill out all blanks in the proposal form as required therein.

All items shown on schedule of bid items shall be properly filled in and shall include all costs of labor, materials, equipment, State, Federal, or other taxes applicable to the transaction. The completed forms shall be without inter-lineations, erasures or alterations of any nature. If the proposal is made by an individual, his or her name and post office address must be shown; if made by a firm or partnership, the name and post office address of each member of the firm or partnership must be shown; or if made by a corporation, the proposal shall show the name of the State under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary, and treasurer of said corporation. If the proposal is signed by an agent, a "Power of Attorney" must be filed with the proposal.

The proposal shall be submitted as directed in the "Notice to Contractors" and identifying the project to which the proposal relates and the time and date of the bid opening therefore. Proposals which are not properly marked may be disregarded. Proposal forms are not transferable.

#### **2-1.06D PROPOSAL GUARANTY.**

All bids shall be presented under sealed cover and accompanied by one (1) of the following forms of Bidder's security.

1. Cash, a cashier's check, a certified check, or a Bidder's bond executed by an admitted surety insurer, made payable to the City.
2. The security shall be in an amount equal to at least ten percent (10%) of the amount bid. A bid will not be considered unless one (1) of the forms of Bidder's security is enclosed with it.
3. A Bidder's bond will not be accepted unless it conforms to a bond form approved by the City Attorney. Upon request "Bidder's Bond" forms may be obtained from the Department.

#### **2-1.06G PREVIOUS DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING.**

A bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local project because of a violation of law or a safety regulation.

#### **2-1.11 COMPETENCY OF BIDDERS.**

If two (2) or more prospective Bidders desire to bid jointly as a joint venture on a single project, they must file an affidavit of joint venture with the Bid on a form approved by the City Attorney, and such affidavit of joint venture will be valid only for the specific project for which it is filed. If such affidavit of joint venture is not filed as aforesaid and approved by the City Attorney prior to the time for awarding bids on the specific project for which it is submitted, a joint bid submitted by said Bidders will be disregarded. No bid will be accepted from or a Contract awarded to any Bidder to whom a proposal form has not been issued pursuant to Section 2-1.05 PROPOSAL FORMS of these Specifications.

#### **2-1.12 GUARANTY AND WARRANTY.**

The Contractor shall guarantee and warrant all materials supplied as being fit for the purpose intended. The Contractor shall guarantee and warrant all work performed as having been accomplished in a proper and workman-like manner. The guarantee and warranty required by this section shall continue for a period of one (1) year after Acceptance of the Work.

Should any failure of the work occur within a period of one (1) year, after Acceptance of the project by the City Council due to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly make the needed repairs at his or her expense.

The City is hereby authorized to make such repairs if the Contractor fails to make or undertake with due diligence the aforesaid repairs within ten (10) working days after

being given written notice of such failure; provided, however, that in case of emergency where in the opinion of the Engineer of Work, providing a reasonable attempt has been made to notify the Contractor, delay would cause serious loss or damages, or a serious hazard to the public, the repairs may be made or lights, signs, and barricades erected without prior notice to the Contractor, and the Contractor shall pay the entire cost thereof. At the completion of the work the faithful performance bond may be reduced at the discretion of the City Council to not less than ten percent (10%) of the Contract price to cover said guarantee. Additional guarantees or warranties may be required by the Special Provisions.

#### **2-1.40 WITHDRAWAL OF PROPOSALS.**

Any bid may be withdrawn at any time prior to the time fixed in the public notice for the deadline submission of bids only by written request for the withdrawal of the bid filed with the Director. The request shall be executed by the bidder or his or her duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after the deadline for submission of bids nor may any bid be withdrawn after the time fixed in the public notice for deadline for submission of bids. Immediately following the deadline for submission of bids all bids shall become the property of the City of Goleta and City is under no obligation to return.

#### **2-1.47 BID RELIEF.**

If the Bidder claims a mistake was made in his or her bid, the Bidder shall give the Department written notice within five (5) calendar days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred. No relief from a claimed mistaken bid shall be granted unless such mistake clearly appears on the face of the bid submitted to the City. Claimed mistakes on backup worksheets, spreadsheets, computerized bidding programs, or any other similar calculative bidding mistake which is not apparent on the face of the bid shall not under any circumstance be considered as a basis for relief. The burden of proving the occurrence of a mistake entitling a bidder to relief from its bid rests entirely on the bidder. Relief from bids shall be in the City's sole discretion.

### **SECTION 3. CONTRACT AWARD AND EXECUTION**

#### **3-1.04 CONTRACT AWARD.**

The right is reserved to reject any and all proposals. The award of the Contract, if it be awarded, will be to the lowest responsible Bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made within ninety (90) working days after the public opening of the proposals. If the lowest responsible Bidder refuses or fails to execute the Contract, the Goleta City Council may award the Contract to the second lowest responsible Bidder. Such award, if made, will be made within one-hundred and twenty (120) working days after the public opening of proposals. If the second lowest responsible Bidder refuses or fails to execute the Contract, the City may award the Contract to the third lowest responsible Bidder. Such award, if made, will be made within one hundred and twenty (120) working days after public opening of the proposals. The periods of time specified above within which the award of Contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the Goleta City Council and the Bidder concerned.

All bids will be compared on the basis of the Director' s estimate of the quantities of work to be done.

### **3-1.05 CONTRACT BONDS.**

The successful Bidder, simultaneously with the execution of the Contract, will be required to furnish a payment bond in an amount equal to one hundred percent (100%) of the Contract price, and a faithful performance bond in an amount equal to one hundred percent (100%) of the Contract price; said bonds shall be in a form approved by the City Attorney and shall be secured by a surety company satisfactory to the City Attorney. If the Contract price increases by the issuance of Change Orders, the Contractor shall within ten (10) working days provide a commensurate increase in the penal amounts of the bonds required.

Furthermore, the successful bidder shall furnish a certificate from the County Clerk as required by California Civil Code of Procedure Section 995.660(a)(3).

### **3-1.18 CONTRACT EXECUTION.**

The Contract, in form and contents satisfactory to the City, shall be executed by the successful Bidder and returned, together with the Contract bonds and certificates of insurance within ten (10) calendar days, after written notice that the Contract has been awarded. No proposal shall be considered binding upon the City until the execution of the Contract by the City.

### **3-1.20 FAILURE TO EXECUTE CONTRACT.**

Failure of the lowest responsible Bidder, the second lowest responsible Bidder, or the third lowest responsible Bidder to execute the Contract and file acceptable bonds and insurance as provided herein within fifteen (15) working days after such Bidder has received notice that the Contract has been awarded to him or her shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee to the City as Liquidated Damages. The successful Bidder may file with the Goleta City Council a written notice, signed by the Bidder or his or her authorized representative, specifying that the Bidder will refuse to execute the Contract if presented to him or her. The filing of such notice shall have the same force and effect as the failure of the Bidder to execute the Contract and furnish acceptable bonds and insurance within the time prescribed by Section 3-1.18 CONTRACT EXECUTION of these Specifications.

## **SECTION 4. SCOPE OF WORK**

Not used.

## **SECTION 5. CONTROL OF WORK**

### **5-1 MEANS, METHODS AND APPLIANCES.**

The means, methods, and appliances adopted by the Contractor shall be planned and executed to produce the highest grade quality of work and will enable the Contractor to complete the Work in the time agreed upon. The City and Engineer shall not supervise, direct, or have control over, or be responsible for, Contractor's means, methods, and appliances of construction or for the safety precautions and programs incident thereto, or for any failure of Contractor to comply with laws and regulations applicable to the furnishing or performance of Work.

#### **5-1.04 COORDINATION OF PLANS AND SPECIFICATIONS.**

These City of Goleta Construction Specifications, the State Standard Specifications, the Standard Plans, the Standard Drawings, project Plans, project Special Provisions (and any addenda), the Agreement, Contract Change Orders, and all supplementary documents are all essential parts of the Contract between Contractor and the City. A requirement occurring in one (1) is as binding as though occurring in all. They are intended to be complementary, and to describe and provide for a complete work.

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these specifications, the Special Provisions, or the Plans, the Contractor shall apply in writing to the Director for such further explanations as may be necessary and shall conform to them as part of the Contract. In the event of any doubt or question arising respecting the true meaning of these specifications, the special provisions or the Plans, reference shall be made to the Director, whose decision thereon shall be final.

In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct. Detail drawings shall prevail over general drawings.

#### **5-2 CONTRACTOR'S RESPONSIBILITY FOR WORK.**

Unless specified otherwise in the Contract Documents, until the formal acceptance of the Work by the City, the Contractor shall have the charge and care and shall bear the risk of damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or non-execution of the Work.

The Contractor shall rebuild, repair, restore, and make good all damages to any portion of the Work occasioned by any of the above causes before final acceptance and shall bear the expense, except such damages occasioned by the acts of the Federal government or acts of war.

In case of suspension of work from any cause whatsoever, the Contractor shall be responsible for the Work as previously specified and shall also be responsible for all materials delivered to the Work. Where necessary to protect the Work from damage, the Contractor shall, at its own expense, provide suitable drainage of the worksite and erect such temporary structures as necessary to protect the Work from damage during any period of suspension of work.

The Contractor shall provide 24-hour emergency service for all maintenance and operations of the Work specified and shall supply the City with the name and phone number of the responsible person. Contractor will respond to requests for emergency service for the Work promptly upon notification. If the Contractor fails to provide this service after notice from City, City may perform such emergency service and the cost thereof shall be deducted from the next Progress Pay Estimate due the Contractor.

## **SECTION 6. CONTROL OF MATERIAL**

### **6-2.04 MATERIAL SITES.**

Local material sites used by the Contractor shall be graded so that, at the time of final inspection of the Contract, they will drain and will blend in with the surrounding terrain.

## **SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY**

### **7-1.01 PREVAILING WAGE.**

Pursuant to the provisions of California Labor Code Section 1773, the City has identified the source, stated below, of the general prevailing rate of wages applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. The wage rates may be obtained from the State Department of Industrial Relations and/or the following website address:

<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>, and are a part of the Contract.

"Pursuant to California Labor Code Section 1773.2, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the work.

### **7-1.02 SOUND CONTROL REQUIREMENTS.**

The Contractor shall additionally conform to the provisions of Goleta Municipal Code 12.02.480 Noise, Dust and Debris where they are more restrictive than these specifications.

### **7-1.03 ASBESTOS.**

The Contractor shall comply with all rules, regulations, statutes and ordinances regarding asbestos removal and disposal, including but not limited to, 42 U.S.C. Sections 7401, 7412 and 7601 and 40 C.F.R. Part 61, Subpart M. If the Contractor discovers that a building to be demolished or renovated contains asbestos containing material, the Contractor shall immediately cease work and notify the City.

### **7-1.04 HIGHWAY CONSTRUCTION EQUIPMENT.**

Pursuant to the authority contained in Vehicle Code Section 591, the Department has determined that, within such areas as are within the limits of the project and are open to the public traffic, the Contractor shall comply with all the requirements set forth in Vehicle Code Divisions 11, 12, 13, 14, and 15. Attention is directed to the statement in Section 591 that this section shall not relieve the Contractor or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of equipment and the protection of the public from injury and damage from such equipment.

### **7-1.05 CITY OF GOLETA ENCROACHMENT PERMITS.**

The Contractor need not obtain a separate encroachment permit from the City prior to construction within street rights-of-way or other City rights-of-way. Execution of the Contract by the City shall be deemed an encroachment permit for work required by the

Contract within rights-of-way. All work shall conform to the rules and regulations of encroachment permits and shall be subject to the inspection and approval of the Director.

#### **7-1.06 CITY OF GOLETA BUSINESS LICENSE.**

The Contractor shall obtain a business license from the City prior to commencing work.

#### **7-1.07 PERMIT FOR TRENCHING OR EXCAVATION.**

For trenches or excavation five (5) feet or deeper, the Contractor shall obtain from the Division of Industrial Safety, a permit authorizing such construction.

#### **7-1.08 OTHER PERMITS.**

The Contractor in coordination with the Director shall procure any necessary permits which the City is not specifically mentioned as obtaining.

#### **7-1.09 PROJECT APPEARANCE.**

The Contractor shall maintain a neat appearance to the work. In any area visible to the public, the following shall apply:

When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly. The Contractor shall furnish trash bins for all debris from structure construction. All debris shall be placed in trash bins daily. Forms or falsework that are to be reused shall be stacked neatly concurrently with their removal. Forms and falsework that are not to be reused shall be disposed of concurrently with their removal.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in price paid for the various Contract items of work involved, and no additional compensation will be allowed therefore.

#### **7-1.10 SAFETY.**

It is the intent of the parties that the City is not an exposing, creating, controlling, or correcting employer under California Labor Code section 6400. In accordance with generally accepted construction practices and State law, the Contractor shall have the authority and be solely and completely responsible for conditions on the job site, including safety of all persons and property during performance of the Work. Moreover, the Contractor shall be the controlling employer and has the authority and responsibility to enforce worksite safety. The Contractor shall be responsible for conducting daily safety inspections and assuring all hazards and violations are abated. The Contractor is responsible for assuring that all subcontractors adhere to the minimum CAL/OSHA safety requirements and that each subcontractor has an effective CAL/OSHA IIP (Illness and Injury Protection Program) in place that specifically addresses all potential exposures, such as, but not limited to, fall protection, confined space, and trenching/shoring. These requirements shall apply continuously and not be limited to normal working hours. The Contractor shall be responsible for any delay costs or damages in the event the progress of Work is slowed or stopped due to a safety violation.

The services of the Director in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's Work

methods, equipment, bracing or scaffolding, or safety measures, in, on, or near the construction site. If a City employee observes a safety violation, the City employee will report the violation to the Contractor who is then responsible for assuring the violation is abated.

The Contractor is hereby informed that Work on this project could be hazardous. The Contractor shall carefully instruct all personnel working in potentially hazardous Work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to Work underground.

All Work and materials shall be in strict accordance with all applicable State, City, County, and Federal Rules, Regulations, and Codes, and attention is drawn to the requirements of CAL/OSHA. The Contractor shall be solely responsible for compliance with all City, County and State blasting requirements and for any damages caused by his or her operations.

The Contractor shall conduct its work so as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the Work and to ensure the protection of persons and property. No road or street shall be closed to the public except with the permission of the Director and the written approval by the proper governmental authority. Fire hydrants on or adjacent to the Work shall be accessible to firefighting equipment. Temporary provisions shall be made by the Contractor to ensure the use of sidewalks, private and public driveways and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses.

In accordance with State Labor Code Section 6705, the Contractor shall submit to the City specific plans to show details of provisions for worker protection from caving ground. This in no way relieves the Contractor from the requirement of maintaining safety in all operations performed by the Contractor or the Contractor's subcontractors. The detailed Plan showing design of shoring, bracing, sloping or other provisions shall be prepared and stamped by a registered civil or structural engineer in the State of California as required. Acceptance by the City or its designated agent only constitutes acknowledgment of the submission and does not constitute review or approval of the designs, design assumptions or criteria, completeness of submissions, applicability to areas of intended use, nor implementation of the Plans, which are solely the responsibility of the Contractor and his or her registered engineer.

Notwithstanding any classifications relative to the Tunnel Safety Orders, Work within confined spaces on this project is subject to the definitions and applicable provisions of California Code of Regulations Section 8400 et seq., Title 8.

The Contractor shall so perform its Work as not to expose personnel to, or to discharge into the atmosphere from any source whatever, smoke, dust, asbestos, toxic chemicals or other air contaminants in violation of the laws, rules, and regulations of the governmental entities having jurisdiction. Contractors or subcontractors removing one hundred (100') or more square feet of asbestos must be "Certified" in accordance with State law. All Work involving exposure to asbestos and all other hazardous materials shall

be performed with protection of personnel in compliance with all applicable regulations and safety requirements.

Nothing in these General Conditions is to be construed to permit Work not conforming to governing codes. When Contract Documents differ from governing codes, the Contractor shall furnish and install the higher standards called for without extra charge. All equipment furnished shall be grounded and provided with guards and protection as required by safety codes. Where vapor tight or explosion proof electrical installation is required by code, this shall be provided. In accordance with the provisions of Labor Code Section 6707, the Contractor shall provide adequate sheeting, shoring and bracing

#### **7-1.10A CONFINED SPACES.**

Confined spaces requires compliance with CAL/OSHA and Federal OSHA requirements. Confined spaces for the purposes of this Section shall be as defined by the Division of Industrial Safety. Work within confined spaces of this project is subject to the definitions and applicable provisions of Section 5156 *et seq.*, Title 8, Division 1, Chapter 4, Subchapter 7, Group 16, Article 108 of California Code of Regulations, and Title 29 Part 1926 of the Code of Federal Regulations.

In addition the City classifies the following existing facilities as confined space: the interior of pipelines, vaults, manholes, reservoirs and any other such structure or space which is similarly surrounded by confining surfaces as to permit the accumulation of dangerous gases or vapors. The confined spaces are "permit" confined spaces as defined by OSHA and CAL/OSHA and therefore entry is allowed only through compliance with a confined space entry permit program by the Contractor that meets the requirements of 8 C.C.R. Section 5157. While the above mentioned locations have been identified as permit confined spaces, other permit confined spaces may exist. It shall be the responsibility of the Contractor to identify and classify these confined spaces.

It is anticipated that the Contractor may encounter hazardous conditions within these permit confined spaces which include, but are not limited to the following:

- a. Exposure to hydrogen sulfide, methane, carbon dioxide and other gases and vapors commonly found in municipal sewers which could have or has the potential of having Immediate Danger to Life or Health Conditions (IDLH).
- b. Exposure to atmosphere containing insufficient oxygen to support human life.
- c. Exposure to combustible, flammable and/or explosive atmosphere.
- d. Exposure to sewage which may contain bacteriological, chemical and other constituents harmful to humans.
- e. Work in conditions where engulfment or entrapment may occur.
- f. Work in environments which may be slippery and/or have uneven work surfaces.

- g. Work in structures where workers may trip, slip and/or fall several feet.
- h. Exposure to an oxygen enriched environment.

#### **7-1.11 RESPONSIBILITY FOR DAMAGE.**

The City of Goleta and its officers, agents, employees, and volunteers, including but not limited to the Director, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the work or any part thereof; for any loss or damage to any of the materials or any things used or employed in performing the work; for injury to or death of any person, either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, his or her workers, or anyone employed by the Contractor or his or her subcontractors.

The Contractor shall be responsible for any liability imposed by law and for injuries to, or death of, any person including, but not limited to, workers and the public, or damage to property resulting from defects or obstructions, or from any cause whatsoever during the progress of the work or at any time before its completion and final Acceptance.

To the fullest extent allowed by law, the Contractor shall defend (through counsel acceptable to the City), indemnify, and save harmless the City of Goleta and its officers, agents, employees, and volunteers from all claims, suits, or actions of every name, kind, and description, brought forth, or on account of, injuries to or death of any person including, but not limited to, workers and the public, or damage to property resulting from the performance of the Contract, except as otherwise provided by statute.

The duty of the Contractor to defend, indemnify, and save harmless includes, but is not limited to, the duties to defend as set forth in Civil Code Section 2778.

The Contractor waives any and all rights to any type of express or implied indemnity against the City, its officers, agents, employees, or volunteers.

It is the intent of the parties that the Contractor will defend, indemnify, and hold harmless the City of Goleta, its officers, agents, employees, and volunteers from any and all claims, suits, or actions as set forth above regardless of existence or degree of fault or negligence, whether active or passive, primary, or secondary, on the part of the City, the Contractor, the subcontractor or employee of any of these; except duty does not apply where the injury or damage is due to the sole or active negligence of the City.

The Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Contract for the full period of time allowed by law. The defense and indemnity obligations of this Contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Contract. The parties intend that the defense and indemnity obligations in this Contract shall be broadly construed.

In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the City may be

retained by the City until disposition has been made of such suits or claims for damages. The retention of money due the Contractor shall be subject to the following:

- A. The City will give the Contractor thirty (30) working days' notice of its intention to retain funds from any partial payment which may become due to the Contractor prior to Acceptance of the Contract. Retention of funds from any payment made after Acceptance of the Contract may be made without such prior notice to the Contractor.
- B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06 PARTIAL PAYMENTS of these Specifications.
- C. If the City had retained funds and it is subsequently determined that the City is not entitled to be indemnified and saved harmless by the Contractor in connection with the matter for which such retention was made, the City shall be liable for interest on the amount retained at the legal rate of interest for the period of such retention.

#### **7-1.12 INSURANCE COVERAGE.**

- A. Evidence of Maintenance Required. The Contractor shall, at all times, maintain in full force and effect at a minimum the insurance required by this section; and the Contractor shall not allow any subcontractor to commence work until similar insurance required of the subcontractor has been obtained and filed. An original Certificate of Insurance, and copies of all required endorsements, all in a form approved by the Director, evidencing all required coverage or policies shall be filed after the award of the bid and prior to approval of the Contract by the City Council. Contractor shall provide ten (10) working days prior written notice to the City of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Goleta as Certificate holder.
- B. Qualifying Insurers. With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.
- C. Insurance Required. Commercial General Liability, automobile liability, and workers' compensation insurance shall be maintained as follows in the insurance requirements as follows:

- |  |  |
|--|--|
| 1. Commercial General Liability for Minor Construction Projects (Projects under \$1,000,000) | \$2,000,000 each occurrence<br>\$4,000,000 aggregate<br>\$5,000,000.00 Umbrella or excess liability<br>Personal Injury: \$2,000,000 each occurrence<br>\$4,000,000 aggregate |
|--|--|

	\$5,000,000.00 Umbrella or excess liability
Commercial General	\$5,000,000 each occurrence
Liability for Major	\$10,000,000 aggregate
Construction Projects	\$25,000,000.00 Umbrella or excess liability
	Personal Injury:
(Projects over	\$5,000,000 each occurrence
\$1,000,000)	\$10,000,000 aggregate
	\$25,000,000.00 Umbrella or excess liability

The Commercial General Liability policy shall include coverage or endorsements for:

- a. Completed operations.
- b. Losses related to independent contractors, products and equipment.
- c. Explosion, collapse and underground hazards.

The Commercial General Liability insurance shall include the following, copies of which shall be provided:

- a. Inclusion of the City of Goleta, and its officers, agents, employees, and volunteers, as additional insureds (except for workers' compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the Insurance Services Office ("ISO") CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsements must include coverage for on-going and completed operations. Endorsements shall cover the City of Goleta, its officers, agents, employees, and volunteers.
- b. Cross liability and severability of interest clauses providing that the insurance applies separately to each insured except with respect to the limits of liability.
- c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither the City nor its insurers will be called upon to contribute to a loss.
- d. Such insurance shall specifically cover the contractual liability of the CONTRACTOR.
- e. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- f. Waiver of subrogation endorsement.
- g. The CONTRACTOR shall furnish a certificate for the period covered.

#### **SPECIAL NOTICE - CLAIMS MADE COVERAGE:**

Liability insurance coverage may not be written on a "claims made" basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

Comprehensive Automobile Liability for bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) combined single limits per accident, applicable to all owned, non-owned, and hired vehicles.

Statutory Workers' Compensation and Employer's Liability Insurance, including a waiver of subrogation endorsement and a Broad Form "All-States" Endorsement for all employees engaged in services or operations under the Contract.

The employer's liability insurance shall provide limits of not less than One Million Dollars (\$1,000,000) per occurrence. Both the workers' compensation and employer's liability policies shall contain the Insurer's waiver of subrogation in favor of the City, its officers, agents, employees, and volunteers.

#### **7-1.12.2 BUILDER'S RISK/COURSE OF CONSTRUCTION INSURANCE.**

The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion.

The Contractor shall secure "All Risk" type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the work completed. The policy shall cover hazards including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke. The policies providing such insurance shall name the City as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with the City. The maximum deductible allowable under the Builder's All Risk policy shall be five percent (5%) of the Contract amount.

Builder's Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

#### **7-1.12.3 OTHER INSURANCE PROVISIONS.**

- A. The requirements of the State Standard Specifications as to types and limits of insurance coverage to be maintained by the Contractor, and any approval of insurance by the City, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract, including, but not limited to, the provisions concerning

indemnification, nor preclude the City from taking any other action available to it under any other provision of the Contract or law.

- B. The City acknowledges that some insurance requirements contained in these provisions may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract. Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions ("SIR") must be declared on the certificate of insurance and approved by CITY in writing. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- C. The Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, the Contractor shall require its subcontractors to agree to be bound to the Contractor and the City in the same manner and to the same extent as the Contractor is bound to the City under this Contract. Additionally, the Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of the City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, the Contractor may insure subcontractor(s) under its own policy.
- D. The City, its officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04.
- E. The limits of insurance required in this Contract may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City (if agreed to in a written contract) before the City's own insurance shall be called upon to protect it as a named insured.
- F. THE CITY RESERVES THE RIGHT TO WITHHOLD ANY PROGRESS PAYMENTS TO THE CONTRACTOR IN THE EVENT OF NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.**

### Additional Insurance Requirements:

**Contractor's pollution liability insurance.** Coverage shall provide for liability arising out of sudden, accidental, and gradual pollution, and remediation. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for remediation of the site in the event of an environmental contamination event arising out of the materials, supplies, products, work, operations, or workmanship.

**Transportation pollution liability insurance.** Coverage shall be in an amount not less than \$5,000,000 combined single limit per accident and shall include Pollution Liability (CA9948) and MCS-90 Endorsements. The policy shall provide coverage for transportation of pollutants/contaminants to and from the job site and the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

#### **7-1.14 ACCEPTANCE OF CONTRACT.**

When the Director has made the final inspection and determines that the Contract work has been completed in all respects in accordance with the Plans and specifications, the Director will recommend that the Goleta City Council formally accept the Contract, and immediately upon and after such Acceptance by the City, the Contractor will be responsible for the work done for a period of one (1) year.

#### **7-1.23 NONDISCRIMINATION.**

During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12900, et seq.) and the applicable regulations promulgated thereunder (California Administrative Code of Regulations, Title 2, §7285.0 et seq.) and other applicable State and Federal regulations pertaining to nondiscrimination and affirmative action which are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement."

#### **Nondiscrimination**

Under 2 CA Code of Regs § 11105:

1. During the performance of this contract, the recipient, contractor, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender

identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

2. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
3. Contractor or recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.
4. Recipient, contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
5. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Under 2 CA Code of Regs § 11122:

**STANDARD CALIFORNIA NONDISCRIMINATION CONSTRUCTION CONTRACT SPECIFICATIONS (GOV. CODE SECTION 12990)**

These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of \$5,000 or more.

1. As used in the specifications:
  - a. "Act" means the Fair Employment and Housing Act.
  - b. "Administrator" means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing, or any person to whom the Administrator delegates authority;
2. Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall include in each subcontract of \$5,000 or more the nondiscrimination clause in this contract directly or through incorporation by reference.
3. The contractor shall implement the specific nondiscrimination standards provided in paragraphs 6(a) through (e) of these specifications.
4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer members of any group protected by the Act shall excuse the contractor's obligations under these specifications, Government Code section 12990, or the regulations promulgated pursuant thereto.
5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be

trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.

5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
6. The contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor must be able to demonstrate fully its efforts under steps a. through e. below:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the contractor's employees are assigned to work. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligations to maintain such a working environment.
  - b. Provide written notification within seven (7) working days to the director of the DFEH when the referral process of the union or unions with which the contractor has a collective bargaining agreement has impeded the contractor's efforts to meet its obligations.
  - c. Disseminate the contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.
  - d. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
  - e. Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the contractor's obligations under these specifications are being carried out.
7. Contractors are encouraged to participate in voluntary associations that assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on equal employment opportunity in the industry, ensures that the concrete benefits of the program are reflected in the contractor's workforce participation, and can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's.

8. The contractor is required to provide equal employment opportunity for all persons. Consequently, the contractor may be in violation of the Fair Employment and Housing Act (Government Code section 12990 et seq.) if a particular group is employed in a substantially disparate manner.
9. The contractor shall not use the nondiscrimination standards to discriminate against any person because race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.
10. The contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code section 12990.
11. The contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code section 12990 and its implementing regulations by the awarding agency. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code section 12990.
12. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, status, (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

#### **7-1.24 CONTRACTOR REGISTRATION.**

Registration" is added as follows: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Contract, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations."

### **SECTION 8. PROSECUTION AND PROGRESS**

#### **8-1.03 BEGINNING OF WORK.**

The Contractor shall begin work within fifteen (15) working days from the date of a "Notice to Proceed" letter, and the Contractor shall thereafter diligently prosecute the work to completion.

The Contractor shall notify the Director, in writing, of his or her intent to commence work at least seventy-two (72) hours before work is begun. The notice shall specify the date on which the Contractor intends to begin work. If a project has more than one (1) location of work, a separate notice shall be given for each location.

Should the Contractor begin work in advance of issuance a “Notice to Proceed,” any work performed in advance of such issuance shall be considered to have been done at Contractor’ s own risk and as a volunteer.

#### **8-1.15 WASTE REDUCTION.**

All procurements for Compost, Mulch, and Paper Products made on behalf of the City must comply with Goleta Municipal Code Chapter 8.10.900 “Procurement Requirements for City Departments, Direct Service Providers, and Vendors”

- a. All paper products and content printing and writing paper shall consist of at least thirty percent (30%) by fiber weight post-consumer fiber; and
- b. All compost and mulch products must be purchased from a processing facility that does not solely utilize chip and grind methods to produce either product; and
- c. All proof of purchase records including weight tickets, receipts, invoices shall be provided to city project manager in a timely manner; and
- d. Contractor shall work with city project manager to submit all required procurement records to the Environmental Services Division.

All covered projects must comply with Goleta Municipal Code Chapter 8.10 Article IV “Mandatory Recycling of Construction and Demolition Waste” including but not limited to:

- a. Complete and submit a Certification of Implementation and submit to Director—five (5) working days before construction begins.
- b. Receive an approved Certificate of Implementation from the Environmental Services Division
- c. Manage and track all project materials as well as waste generated to achieve greater than or equal to sixty-five percent (65%) diversion through waste reduction, reuse, and recycling; and
- d. Collect all weight tickets and other records associated with project materials as well as waste generated and provide records to designated city project manager in a timely manner; and
- e. At least five (5) working days prior to final inspection/project closeout, complete and submit a Post-Construction Waste Reduction & Recycling Summary Report (WRRS) to Environmental Services Manager (or designee) including the WRRS form, weight tickets, and other relevant records.

### **SECTION 9. MEASUREMENT AND PAYMENT**

#### **9-1.05 STOP PAYMENT NOTICES.**

The City may, at its option and at any time, retain amounts due to the Contractor, sums sufficient to cover claims (including costs and attorney’ s fees), filed pursuant to California Civil Code Section 9350 et seq.

#### **9-1.06 PARTIAL PAYMENTS.**

The City, once in each month, shall cause an estimate in writing to be made by the Engineer. The estimate shall include the total amount of work done and acceptable materials furnished, provided the acceptable materials are listed as eligible for partial payment as materials in the special provisions and are furnished and delivered by the Contractor on the ground and not used or are furnished and stored for use on the contract,

if the storage is within the State of California and the Contractor furnishes evidence satisfactory to the Engineer that the materials are stored subject to or under the control of the Department, to the time of the estimate, and the value thereof. The estimate shall also include any amounts payable for mobilization. Daily extra work reports furnished by the Contractor less than five (5) working days before the preparation of the monthly progress estimate shall not be eligible for payment until the following month's estimate.

The amount of any material to be considered in making an estimate will in no case exceed the amount thereof which has been reported by the Contractor to the Engineer on forms properly filled out and executed, including accompanying documentation as therein required, less the amount of the material incorporated in the work to the time of the estimate. Only materials to be incorporated in the work will be considered. The estimated value of the material established by the Engineer will in no case exceed the contract price for the item of work for which the material is furnished.

The Department shall retain five percent (5%) of such estimated value of the work done and five percent (5%) of the value of materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of the Contract by the Contractor.

The Department shall pay monthly to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No monthly estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract.

No monthly estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

Attention is directed to the prohibitions and penalties pertaining to unlicensed contractors as provided in Business and Professions Code Sections 7028.15(a) and 7031.

#### **9-1.065 PAYMENT OF WITHHELD FUNDS.**

Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the Contract pursuant to Section 9-1.06 of these Specifications without any retention. If the Contractor so elects, a deposit with the City of securities with a value equivalent to the retention that would otherwise be withheld by the City shall be made. Said security shall be as provided in California Public Contract Code Section 22300 and shall be approved by the City both as to sufficiency and form. In the alternative, the Contractor may elect to deposit such securities in an escrow account and enter into a standard form Public Works Retention Release/Escrow Agreement. Blank Agreements are available from the Public Works Director and the City Attorney's Office.

#### **9-1.10 ARBITRATION.**

Arbitration is not permitted.

#### **9-1.11 CLAIMS FOR EXTRA COMPENSATION FOR DELAYS.**

It is understood and agreed by the City and the Contractor that the Contractor will incur overhead costs for temporary facilities, superintendence, home office overhead, and

similar cost items, and that the costs of such overhead for the full Contract period through the specified completion date are included in the Contractor's lump sum bid amounts included in his accepted Proposal. No additional compensation will be made to the Contractor for claims of increased overhead costs occurring within the originally specified construction Contract period plus any time extensions granted by Change Order. No compensation for extended performance will be granted unless the delay exceeds more than half of the float time available at the time of the delay."

## **9-1.12 DISPUTES**

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

**CLAIMS.** For purposes of this Section, "Claim" means a separate demand by CONTRACTOR, after a change order duly requested in accordance with the terms of this Contract has been denied by the CITY, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of CONTRACTOR pursuant to the Contract, or (C) an amount the payment of which is disputed by the CITY. A "Claim" does not include any demand for payment for which CONTRACTOR has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents. Claims governed by this Section may not be filed unless and until CONTRACTOR completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and CONTRACTOR's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) calendar days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the CITY and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

Supporting Documentation. The CONTRACTOR shall submit all claims in the following format:

Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

List of documents relating to claim:

Specifications

Drawings

Clarifications (Requests for Information)

Schedules

- Chronology of events and correspondence
- Analysis of claim merit
- Analysis of claim cost
- Time impact analysis in CPM format
- Other

If CONTRACTOR's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, CONTRACTOR shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, shall be in accordance with Government Code section 12650 et seq.

**CITY'S RESPONSE.** Upon receipt of a claim pursuant to this Section, CITY shall conduct a reasonable review of the claim and, within a period not to exceed forty-five (45) calendar days, shall provide CONTRACTOR a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within sixty (60) working days after the public entity issues its written statement.

If CITY needs approval from City Council to provide the CONTRACTOR a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the forty-five (45) working days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, CITY shall have up to three working days following the next duly publicly noticed meeting of the City Council after the forty-five (45) working-day period, or extension, expires to provide CONTRACTOR a written statement identifying the disputed portion and the undisputed portion.

Within thirty (30) working days of receipt of a claim, CITY may request in writing additional documentation supporting the claim or relating to defenses or claims CITY may have against the CONTRACTOR. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of CITY and the CONTRACTOR.

CITY's written response to the claim, as further documented, shall be submitted to CONTRACTOR within thirty (30) working days (if the claim is less than \$50,000, within fifteen (15) working days) after receipt of the further documentation, or within a period of time no greater than that taken by CONTRACTOR in producing the additional information or requested documentation, whichever is greater.

**MEET AND CONFER.** If the CONTRACTOR disputes CITY's written response, or CITY fails to respond within the time prescribed, the CONTRACTOR may so notify CITY, in writing, either within fifteen (15) calendar days of receipt of CITY's response or within fifteen (15) calendar days of CITY's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, CITY shall schedule a meet and confer conference within thirty (30) calendar days for settlement of the dispute.

**MEDIATION.** Within ten (10) working days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, CITY shall provide the CONTRACTOR a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) working days after CITY issues its written statement. Any disputed portion of the claim, as identified by CONTRACTOR in writing, shall be submitted to nonbinding mediation, with CITY and CONTRACTOR sharing the associated costs equally. CITY and CONTRACTOR shall mutually agree to a mediator within ten (10) working days after the disputed portion of the claim has been identified in writing unless the parties agree to select a mediator at a later time.

If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by CITY and CONTRACTOR in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

The mediation shall be held no earlier than the date CONTRACTOR completes the Work or the date that CONTRACTOR last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation unless a new unrelated claim arises after mediation is completed.

**Procedures After Mediation.** If following the mediation, the claim or any portion remains in dispute, CONTRACTOR must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time CONTRACTOR submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

**CIVIL ACTIONS.** The following procedures are established for all civil actions filed to resolve claims subject to this Section:

Within sixty (60) calendar days, but no earlier than thirty (30) calendar days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures. The mediation process shall provide for

the selection within fifteen (15) calendar days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) calendar days of the submittal, and shall be concluded within fifteen (15) calendar days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

**Government Code Claims.** In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, CONTRACTOR must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the CITY. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by CONTRACTOR. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, CONTRACTOR shall be barred from bringing and maintaining a valid lawsuit against the CITY. A Government Code claim must be filed no earlier than the date the work is completed or the date CONTRACTOR last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

#### **9-1.17 PAYMENT AFTER ACCEPTANCE.**

Final Payment shall be made in accordance with this section. The Contractor shall, after the completion of the Contract, submit a final estimate of the amount of work done thereunder and the value of such work. Upon approval of the estimate by the Director, the City of Goleta shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of thirty-five (35) working days from the date of Acceptance of the work by the City Council, and thirty-five (35) calendar days after filing of the Notice of Completion with the County of Santa Barbara.

No certificate given or payments made under the Contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the Contract, either wholly or in part, and no payment (including the final payment) or certificate shall be construed to be an Acceptance of any defective work or improper

materials. Final payment shall not release the Contractor from one (1) year guarantee of the work as provided in Section 7-1.14 ACCEPTANCE OF CONTRACT and Section 2-1.12 GUARANTEE AND WARRANTY of these Specifications.

**END OF CITY OF GOLETA CONSTRUCTION SPECIFICATIONS**

**SECTION VII**

**SPECIAL PROVISIONS**

# **CITY OF GOLETA**



## **BOOK 2 OF 2**

### **SPECIAL PROVISIONS**

#### **FOR**

#### **2025 ARTERIAL PAVEMENT PROJECT**

**CITY PROJECT NUMBER: N/A**

Received By:

---

Luz Buelna, P.E.

Public Works Director

The Engineers whose stamp and signature appear herein are in responsible charge of preparing these plans and specifications.

**BID NUMBER: 24-XX**

**BID OPENING: 3:00 P.M., TUESDAY, APRIL 8, 2025**

**THIS PAGE WAS LEFT INTENTIONALLY BLANK – BACK OF COVER**

**CITY PROJECT NO. N/A**

The Special Provisions contained herein have been prepared by or under the direction of the following Registered Persons.

**CIVIL**

---

Paul K. Mateo, PE  
Senior Principal Engineer  
Pavement Engineering, Inc.

## **TABLE OF CONTENTS**

<b>SPECIAL PROVISIONS .....</b>	<b>1</b>
<b>SCOPE OF SPECIAL PROVISIONS .....</b>	<b>1</b>
<b>DIVISION I GENERAL PROVISIONS .....</b>	<b>3</b>
<b>1 GENERAL .....</b>	<b>3</b>
<b>2 BIDDING.....</b>	<b>7</b>
<b>3 CONTRACT AWARD AND EXECUTION.....</b>	<b>9</b>
<b>4 SCOPE OF WORK.....</b>	<b>11</b>
<b>5 CONTROL OF WORK .....</b>	<b>13</b>
<b>6 CONTROL OF MATERIALS .....</b>	<b>24</b>
<b>7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC.....</b>	<b>28</b>
<b>8 PROSECUTION AND PROGRESS.....</b>	<b>37</b>
<b>9 PAYMENT .....</b>	<b>53</b>
<b>DIVISION II GENERAL CONSTRUCTION.....</b>	<b>66</b>
<b>10 GENERAL .....</b>	<b>66</b>
<b>13 WATER POLLUTION CONTROL.....</b>	<b>74</b>
<b>14 ENVIRONMENTAL STEWARDSHIP .....</b>	<b>75</b>
<b>15 EXISTING FACILITIES .....</b>	<b>84</b>
<b>DIVISION III EARTHWORK AND LANDSCAPE .....</b>	<b>88</b>
<b>17 GENERAL .....</b>	<b>88</b>
<b>19 EARTHWORK.....</b>	<b>89</b>
<b>20 LANDSCAPE.....</b>	<b>92</b>
<b>DIVISION IV SUBBASES AND BASES .....</b>	<b>95</b>

<b>30 RECLAIMED PAVEMENT .....</b>	<b>95</b>
<b>DIVISION V SURFACINGS AND PAVEMENTS.....</b>	<b>99</b>
<b>37 BITUMINOUS SEALS .....</b>	<b>99</b>
<b>39 ASPHALT CONCRETE.....</b>	<b>108</b>
<b>DIVISION IX TRAFFIC CONTROL DEVICES .....</b>	<b>127</b>
<b>84 TRAFFIC STRIPES AND PAVEMENT MARKINGS.....</b>	<b>127</b>
<b>DIVISION XI MATERIALS.....</b>	<b>131</b>
<b>90 CONCRETE .....</b>	<b>131</b>
<b>APPENDIX A.....</b>	<b>137</b>
<b>STANDARD DRAWINGS AND DETAILS .....</b>	<b>137</b>
<b>APPENDIX B.....</b>	<b>138</b>
<b>WATER POLLUTION CONTROL PLAN.....</b>	<b>138</b>
<b>APPENDIX C.....</b>	<b>139</b>
<b>PREVAILING WAGE RATES.....</b>	<b>139</b>
<b>APPENDIX D.....</b>	<b>140</b>
<b>SCHOOL ZONE WORK HOUR RESTRICTION MAP .....</b>	<b>140</b>
<b>APPENDIX E.....</b>	<b>141</b>
<b>C48 (CA) SIGN DETAIL.....</b>	<b>141</b>
<b>APPENDIX F .....</b>	<b>142</b>
<b>MONUMENT PERPETUATION REPORT .....</b>	<b>142</b>

**THIS PAGE WAS LEFT INTENTIONALLY BLANK**

# SPECIAL NOTICES

- Attention is directed to Section 9-1.03 PAYMENT SCOPE of the State Standard Specifications: "Full compensation for work specified in Divisions I, II, and XI is included in the payment for the bid items unless:
  1. Bid item for the work is shown on the Bid Item List
  2. Work is specified as change order work

**SPECIAL PROVISIONS  
FOR THE  
CITY OF GOLETA  
2023 PAVEMENT REHABILITATION PROJECT**

**SCOPE OF SPECIAL PROVISIONS**

The work described in these Special Provisions shall be performed in conformance with the latest editions of the 2018 State Standard Specifications and the most current Revised Standard Specification dated April 15, 2022. Standard Special Provisions, and Plans, City of Goleta Construction Specifications, City of Goleta Design and Construction Standards, Change Orders using the 2018 State Standard Specifications and Revised Standard Specifications, Standard Special Provisions, and Plans, except insofar as these Special Provisions may modify them.

Numbering in these Special Provisions conforms to that in the State Standard Specifications. The existence of a Section in these Special Provisions means that the corresponding Section in the State Standard Specifications is modified in some respect. Unless otherwise specified, the modified State Standard Specification Provisions are deleted entirely, and the provisions of these Special Provisions are substituted.

The construction materials, payments, etc., for items of work shown in the proposal and on the plans, but not specifically mentioned in these Special Provisions are referred to the State Standard Specifications for conformance.

**DISCREPANCIES AND OMISSIONS**

Any discrepancies or omissions found in the Contract Documents shall be reported to the Engineer immediately. The Engineer will clarify discrepancies or omissions, in writing, within reasonable time.

In resolving inconsistencies among two or more Sections of the Contract Documents, precedence shall be given in the following order:

1. Change Orders using the 2018 State Standard Specifications and Revised Standard Specifications, Standard Special Provisions, and Plans
2. Addenda
3. The Agreement
4. Special Provisions upon Specifications
5. Plans shall govern in matters of quantity and measurement
6. Specifications govern in matters of quality
7. Profile Plans govern upon Layout Plans
8. Specific Notes shall govern over other/general notes
9. Larger scale drawings shall govern within smaller scale ones
10. Detail plans govern over State Standard Plans
11. Figured or numerical dimensions govern over dimensions obtained by scaling.
12. 2018 State Standard Specifications and Revised Standard Specifications, Standard Special Provisions, and Plans
13. City of Goleta Construction Specifications

14. County of Santa Barbara Engineering Design Standards
15. Where provisions of codes, safety orders, Contract Documents, referenced manufacturers' specifications or industry standards are in conflict, the more restrictive and higher quality shall govern.
16. Addenda shall take precedence over all Sections referenced therein. Figure dimensions on Drawings shall take precedence over general Drawings.

## **ORGANIZATION**

Special provisions are under headings that correspond with the main-section headings of the *State Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *State Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to the *State Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *State Standard Specifications* for any other reference to a paragraph of the *State Standard Specifications*.

^^

## DIVISION I GENERAL PROVISIONS

### 1 GENERAL

#### Add to section 1-1.06:

NOC	Notice of Completion
NTP	Notice to Proceed
(P)	Partial Payment
RSS	Revised Standard Specification dated April 15, 2022
QA	quality assurance
QC	quality control
UAS	unmanned aircraft systems
SF	Square Feet
SY	Square Yards

#### Add or replace the various items of Section 1-1.07:

Whenever in the State Standard Specifications, Special Provisions, Notice to Contractors, Proposal, Contract, or other contract documents, the following terms are used, the intent and meaning must be interpreted as follows:

**Agency:** City of Goleta

**Allowance:** "Allowance" shall mean an amount of money set aside under the Contract for a special purpose identified and defined in the Contract Documents. See Section 2-1.09A MANDATORY CITY REQUIRED ALLOWANCES.

**State:** California Department of Transportation or City of Goleta to be interpreted by the Engineer

**Department:** City of Goleta

**Director:** City of Goleta Public Works Director

**District:** The Public Works Department, City of Goleta

When a submittal is to be made to METS or to OSD, submit the items to the Engineer unless otherwise noted.

**Engineer:** The Director of Public Works, City of Goleta, acting either directly or through properly authorized agent or consultants.

**Final Completion:** The date when the Work is 100% complete, including completion and acceptance of all punch list corrections, as built submittal, operation and maintenance manuals, warranty checklist, and plant establishment, as certified by the Engineer.

References to the Bidder's Exchange means the City of Goleta

References to Notice to Bidders means Notice to Contractors

References to the Department's *Certification Program for Suppliers of Asphalt* means Caltrans' *Certification Program for Suppliers of Asphalt*.

References to the Department's *Construction Site Best Management Practices (BMP) Manual* means Caltrans'.

References to the Department's *Construction Site Monitoring Program (CSMP) Guidance Manual* means Caltrans'.

References to the Department's Dispute Resolution Advisor Candidates List refers to Caltrans'.

References to the Department's Division of Construction Website means Caltrans'.

References to the Department's *Falsework Manual* means Caltrans' manual.

References to the Department's *Field Guide for Construction Site Dewatering* means Caltrans'.

References to the Department's *Field Guide to Partnering on Caltrans Construction Projects* means Caltrans'.

References to the Department's Materials Plant Quality Program means Caltrans'.

References to the Department's *Partnering Facilitator Standards and Expectations* means Caltrans'.

References to the Department's *Quality Control Manual for Hot Mix Asphalt Production and Placements* means Caltrans'.

References to the Department's *Soil and Rock Logging, Classification, and Presentation Manual* means Caltrans'.

References to the Department's *Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Plan* means the project SWPPP.

References to the Department's Traffic Operations Website means Caltrans' website.

References to the Department's *Transportation Permits Manual* means the Department's.

References to the Department's *Value Analysis Team Guide* means Caltrans'.

References to Geotechnical Services website means Caltrans' Website.

References to Geotechnical Services means the Engineer.

References to the METS Website means the Caltrans METS Website.

**Replace the following glossary terms in Section 1-1.07B with:**

**Authorized Laboratory:** Independent testing laboratory (1) not employed or compensated by any subcontractor or subcontractor's affiliate providing other services for the Contract and (2) authorized by Caltrans.

**Bid Item List:** List of bid items and the associated quantities. The verified Bid Item List is the Bid Item List with verified prices. The Contract Proposal of Low Bidder is the verified Bid Item List. After Contract award, interpret a reference to the Bid Item List as a reference to the verified Bid Item List.

**California Test:** Caltrans-developed test for determining work quality. For California Tests, go to the METS Web site.

**Department:** City of Goleta

**Director:** City of Goleta Public Works Director

**Engineer:** The Director of Public Works, City of Goleta, acting either directly or through properly authorized agent or consultants.

**Material Source Facility Audit:** Self-audit and a Caltrans audit evaluating a facility's capability to consistently produce materials that comply with Caltrans standards.

**Plans:** State Standard plans, revised standard plans, and project plans.

1. **State Standard Plans:** The 2018 Standard Plans of the Department of Transportation of the State of California.
2. **Revised Standard Plans:** The Revised Standard Plans of the Department of Transportation of the State of California dated 04-15-22.
3. **Project Plans:** Drawings specific to the project, including authorized shop drawings

**Schedule:**

1. **Baseline Schedule:** Initial schedule showing the original work plan starting on the date of Contract approval. This schedule shows no completed work to date and no negative float or negative lag to any activity.
2. **Updated Schedule:** Current schedule developed from the accepted baseline and any subsequent accepted update schedules through regular monthly review to incorporate actual past progress.

**Specifications:** State Standard Specifications, revised standard specifications, special provisions

1. **State Standard Specifications:** Specifications standard to Caltrans' construction projects. These specifications are in a book titled Standard Specifications 2018.
2. **Revised Standard Specifications:** New or revised standard specifications. These specifications are in a section titled Revised Standard Specifications in a book titled REVISIONS TO THE STANDARD SPECIFICATIONS 2018 dated 04-15-22.
3. **Special Provisions:** Specifications specific to the project.

**Structure Design:** City of Goleta Department of Public Works

**Add to Section 1-1.07B:**

**Caltrans:** California Department of Transportation as defined in St. & Hwy Code section 20 and authorized in St. & Hwy Code section 90; its authorized representatives.

**Office Engineer:** City of Goleta

**Project biologist:** A USFWS-approved biologist provided by the City

**Replace row 12 in the table in the 1<sup>st</sup> paragraph of Section 1-1.08 Districts, with:**

12		Orange (Ora)	1750 E 4 <sup>TH</sup> ST STE 100 SANTA ANA CA	1750 E 4 <sup>TH</sup> ST STE 100 SANTA ANA CA 92705-3909
----	--	--------------	--	--

**Replace the 9<sup>th</sup> row in the table of Section 1-1.11 Websites, Addresses, and Telephone Numbers, with:**

Department of Conservation, Division of Mine Reclamation	<a href="http://www.conservation.ca.gov/dmr">http://www.conservation.ca.gov/dmr</a>	--	- -
--	---	----	--------

**In addition to Section 1-1.11 Websites, Addresses, and Telephone Numbers, the following shall apply:**

Authorized ADSC Standard Mitigation Plan	<a href="https://dot.ca.gov/-/media/dot-media/programs/engineering/documents/20201214-caltransapprovedadscstandardmitigationplan-a11y.pdf">https://dot.ca.gov/-/media/dot-media/programs/engineering/documents/20201214-caltransapprovedadscstandardmitigationplan-a11y.pdf</a>	--	--
Data Interchange for Materials Engineering	<a href="https://dime.dot.ca.gov">https://dime.dot.ca.gov</a>	MATERIALS ENGINEERING AND TESTING SERVICES DEPARTMENT OF TRANSPORTATION 5900 FOLSOM BLVD SACRAMENTO CA 95819-4612	(916) 227- 5238
Division of Safety: MASH devices	<a href="https://dot.ca.gov/programs/safety-programs/mash">https://dot.ca.gov/programs/safety-programs/mash</a>	--	--
SWRCB, Land Disposal Program	<a href="https://www.waterboards.ca.gov/water_issues/programs/land_disposal/walist.html">https://www.waterboards.ca.gov/water_issues/programs/land_disposal/walist.html</a>	--	--

## 1-1.12 MISCELLANEOUS

Make checks and bonds payable to the City of Goleta.

AA

## **2 BIDDING**

### **Add to Section 2-1.01:**

#### **2-1.01 GENERAL**

The bidder's attention is directed to the provisions in Section 2, "Bidding", of the Standard Construction Specifications for the requirements and conditions which he/she must observe in the preparation of the proposal form and the submission of the bid.

### **Add to Section 2-1.03:**

#### **2-1.03.1 OBTAINING PLANS AND SPECIFICATIONS**

All Contract Documents and the Proposal Forms for bidding this project, may be obtained at PlanetBids at <http://www.planetbids.com/>. The service requires that the Contractor establish a username and password in order to download and/or order plans and specifications.

### **Replace Section 2-1.05 with:**

#### **2-1.05 CONFLICT OF INTERESTS**

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Bid Book. Signing the Bid Book shall also constitute signature of the Noncollusion Affidavit.

The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations), Part 26 in the award and administration of US DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

### **Replace Section 2-1.06A with:**

#### **2-1.06A GENERAL**

The requirements specified in of the State Standard Specifications shall be replaced as follows:

Bids must be submitted to the City of Goleta's Planet Bids portal as outlined in the Notice to Contractors and shall be submitted no later than the date and time of public submittal of proposals as specified in the Notice to Contractors. Any addenda to these Special Provisions or other contract documents shall be acknowledged where indicated.

#### **2-1.06.A(1) Questions**

Questions shall be submitted in writing to <http://www.planetbids.com/> no later than (5) five working days prior to the bid opening. Questions submitted after the above listed deadline will not be addressed and will be returned to the Contractor. The City will respond in writing to the questions (3) three working days prior to the bid opening.

### **Add to Section 2-1.10:**

**2-1.10.1 REQUIRED LISTING OF SUBCONTRACTORS**

The bidder's attention is directed to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized Subcontractors or by making unauthorized substitutions.

A sheet for listing the Subcontractors, as required herein, is included in the Proposal.

**Add to Section 2-1.34:**

**2-1.34 WARRANTY BOND**

The Contractor shall execute and submit a completed Warranty Bond provide by the City for the Project. The Warranty Bond shall be submitted prior to the Notice of Completion date.

Nothing in the Contract Documents shall be construed to limit, relieve or release the Contractor's, subcontractor's and/or equipment supplier's liability to the City for damages sustained as the result of latent defects in the equipment furnished or work performed. Further, nothing in the Contract Documents shall be deemed to be a waiver by the City of any rights or remedies, or time limits in which to enforce such rights or remedies, that it may have against the Contractor, subcontractors, suppliers of the equipment and work performed under the Contract Documents.

AA

### **3 CONTRACT AWARD AND EXECUTION**

The bidder's attention is directed to the provisions in Section 3 CONTRACT AWARD AND EXECUTION of the State Standard Specifications and these Special Provisions.

#### **Add to Section 3-1.01:**

#### **3-1.01 AWARD OF CONTRACT**

The award of contract, if it is to be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

The project has been set up using a Base Bid format. The City of Goleta shall determine the lowest responsible, responsive bidder based on the lowest total of the Base Bid plus the Allowances. The City of Goleta, if it chooses to award, shall award the contract to the lowest responsible, responsive bidder based on the lowest total of the Base Bid plus the allowances. Depending on budget constraints, the actual project may, at the City's discretion, include items from only the Base Bid. The Contractor must submit pricing for all Base Bid items and add the City's Allowances and shown in the Bid Items. No response or a response of zero on any bid items will be deemed a non-responsive bid.

Allowances are for bidding purposes only. The allowances may be extended, reduced, or deleted at the discretion of the Engineer, with no change in the unit bid price.

The bidder's attention is directed to the provisions in Section 3 CONTRACT AWARD AND EXECUTION of the State Standard Specifications and these Special Provisions for the requirements and conditions concerning award and execution of contract.

Bid protests shall be submitted as outlined in the Notice to Contractors.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Agency so that it is received within ten (10) working days after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the office of the City Clerk at 130 Cremona Drive, Suite B, Goleta, California 93117.

#### **Replace Section 3-1.18 with:**

#### **3-1.18 CONTRACT EXECUTION**

Attention is directed to Book 1 "Bid Book". The successful bidder must sign the *Contract*.

Deliver to the office of the City Clerk at 130 Cremona Drive, Suite B, Goleta, California 93117.

1. Signed *Contract*
2. Contract bonds
- . Documents identified in Section 3-1.07
4. A Form 1273 Certification from every subcontractor

The Engineer must receive these documents before the 10th working day after the bidder receives the contract.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont Code §§ 10181, 10182, and 10183).

[illegible]

## **4 SCOPE OF WORK**

### **Add to Section 4-1.01:**

#### **4-1.01 GENERAL**

The project consists of placement of HMA pavement materials such as HMA mill and fill; pulverizing, treating, removal, and disposal of the HMA roadway section; replacement and compaction of subsurface material; construction of PCC curb ramps, curbs & gutters, and placement of crushed aggregate base and HMA pavement. The work includes but is not limited to traffic control and erosion control.

### **Add to Section 4-1.05:**

#### **4-1.05C SIGNIFICANT CHANGES IN THE CHARACTER OF WORK**

1. The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
  - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
  - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

### **Add to Section 4-1.06:**

#### **4-1.06 DIFFERING SITE CONDITIONS (23 CFR 635.109)**

In addition to Section 4-1.06 DIFFERING SITE CONDITIONS (23 CFR 635.109) of the State Standard Specifications the following shall apply.

Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

The Contractor will be allowed ten (10) working days from the notification of the Engineer's determination of whether or not an adjustment of the contract is warranted, in which to file a notice of potential claim in conformance with the provisions of Section 5-1.43 POTENTIAL CLAIMS AND DISPUTE RESOLUTION of the State Standard Specifications and as specified herein; otherwise the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct. The notice of potential claim shall set forth in what respects the Contractor's position differs from the Engineer's determination and provide any additional information obtained by the Contractor. The notice of potential claim shall be accompanied by the Contractor's certification that the following were made in preparation of the bid: a review of the contract, a review of the "Materials Information," and an examination of the conditions above ground at the site. Supplementary information, obtained by the Contractor subsequent to the filing of the notice of potential claim, shall be submitted to the Engineer in an expeditious manner.

### 4-1.13 CLEAN UP

The Contractor shall remove all temporary pavement delineation.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items and no additional compensation will be allowed therefor.

**2025 ARTERIAL PAVEMENT PROJECT**  
CITY PROJECT NO. **N/A**  
SP-12

## **5 CONTROL OF WORK**

**Replace Section 5-1.05 with:**

### **5-1.05 ORDER OF WORK**

The Contractor shall prepare a traffic control plan that conforms to Section 12, Temporary Traffic Control of these Special Provisions.

The work shall be performed in conformance with the phases of construction shown on the Contractor's Traffic Control Plan. Non-conflicting work in subsequent phases may proceed concurrently with work in preceding phases.

The first order of work shall be potholing.

The Contractor to contact Underground Service Alert (U.S.A.) and to verify the location of all utilities in the vicinity of project area. The Contractor shall verify the size, location (horizontal and vertical) to the satisfaction of the Engineer and utility representatives as outlined in section 19-1.01A(1) POTHOLE UTILITIES of these Special Provisions. The Contractor shall provide the pothole information within the time frame outlined in 19-1.01A(1) POTHOLE UTILITIES. The Contractor shall notify the Engineer five (5) working days prior to commencing potholing within the project area. The Contractor's attention is directed to section 19-1.01A(1) POTHOLE UTILITIES, in these Special Provisions.

In addition, the Contractor shall pothole utilities adjacent to the proposed light poles prior to ordering any equipment. After it is determined that the light pole locations shown on the plans avoid utilities, Contractor to place the order for the light pole equipment. The Engineer shall be furnished a statement from the vendor that the order for the light pole equipment has been received and accepted by the vendor.

**Replace Section 5-1.07 with:**

### **5-1.07 SUPERINTENDENCE**

The Contractor shall designate in writing before starting work, an authorized representative who shall have the authority to represent and act for the Contractor. When the Contractor is comprised of 2 or more persons, firms, partnerships or corporations functioning on a joint venture basis, the Contractor shall designate in writing before starting work, the name of one authorized representative who shall have the authority to represent and act for the Contractor.

The authorized representative shall be present at the site of the work at all times while work is actually in progress on the contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to the Engineer shall be made for any emergency work which may be required. Whenever the Contractor or the Contractor's authorized representative is not present on any particular part of the work where it may be desired to give direction, orders will be given by the Engineer, which shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which the orders are given. Any order given by the Engineer, not otherwise required by the specifications to be in writing, will on request of the Contractor, be given or confirmed by the Engineer in writing.

**Replace Section 5-1.08 with:**

**5-1.08 INSPECTION**

All work is subject to inspection and approval by the Engineer. The Contractor shall notify the Engineer, along with all affected utility companies, two (2) working days in advance of the start of work to coordinate and schedule inspection staff.

The City will provide one (1) inspection and one (1) resident engineering cost on 8-hour day and 40-hour week basis only excluding designated City, State, or Federal holidays. The Contractor shall reimburse the City in the amount of \$185.00 per hour for the actual cost of all inspection and \$250 per hour for Resident Engineer cost in excess of the hours of work specified here, outlined in the lane closure charts, and working hours or inspection performed during designated City, State, or Federal holidays. Designated City holidays are listed in Section 8-1.04A "Construction Working Hours."

The Contractor shall provide a competent person during normal working hours to assist the Engineer, when required, in checking the Contractor's layout and for measuring quantities for payment purposes. The Contractor shall cooperate with the Engineer so that checking and measuring may be accomplished with the least interference to the Contractor's operations.

No additional compensation will be made to the Contractor for fulfilling these requirements.

**Add to the end of Section 5-1.09A:**

The Department encourages the project team to exhaust the use of partnering in dispute resolution before engagement of an objective third party.

For certain disputes, a facilitated partnering session or facilitated dispute resolution session may be appropriate and effective in clarifying issues and resolving all or part of a dispute.

To afford the project team enough time to plan and hold the session, a maximum of twenty (20) working days may be added to the Dispute Resolution Board referral time following the Engineer's response to a Supplemental Potential Claim Record.

To allow this additional referral time, the project team must document its agreement and intention in the dispute resolution plan of the partnering charter. The team may further document agreement of any associated criteria to be met for use of the additional referral time.

If the session is not held, the DRB referral time remains in effect as specified in Section 5-1.43 POTENTIAL CLAIMS AND DISPUTE RESOLUTION.

**Add to the end of Section 5-1.13:**

**5-1.13 SUBCONTRACTING**

In addition to the requirements of Section 5-1.13 SUBCONTRACTING of the State Standard Specifications, and in accordance with the requirements of Section 4100 to 4113, inclusive, of the Government Code, each bidder shall list in his proposal the name and business address of each Subcontractor to whom the bidder proposes to subcontract all or a portion of the work. Said list shall include a description of the portion of the work which will be done by each Subcontractor. A sheet for listing the Subcontractor's, as required, is included in the proposal.

**Add to Section 5-1.16:**

**5-1.16 REPRESENTATIVE**

In addition to the requirements of Section 5-1.16 REPRESENTATIVE of the State Standard Specifications, the Contractor must have a representative onsite at all times while work is in progress that has decision making authority.

**Add to Section 5-1.23:**

The Contractor is required to use Construction Management Information System Software (CMIS) for all project documents and submittals, at the Contractor's expense.

**5-1.23A GENERAL**

In addition to the requirement of Section 5-1.23A GENERAL the following shall apply:

**REVIEW TIMEFRAME:**

1. Except as may be provided in technical specifications, a submittal will be returned as specified in the State Standard Specifications.
2. When a submittal cannot be returned within the specified period, Engineer will, within a reasonable time after receipt of the submittal, give notice of the date by which that submittal will be returned.
3. The Engineers acceptance of progress schedule containing submittal review times less than those specified or agreed to in writing by Engineer will not constitute Engineer's acceptance of review times.
4. Critical submittals:
  - a) Contractor will notify Engineer in writing that timely review of a submittal is critical to the progress of Work.
5. The Engineer will provide decision on request.
  - a) Written acceptance of request.
  - b) Written agreement by Engineer to reduce submittal review time will be made only for unusual situations.
  - c) Written rejection of request.

**SUBMITTAL REVIEW COSTS:**

1. The City's cost for review of submittals for the same proposed materials, equipment or work shall be apportioned as follows:
  - a. The cost of review of the initial submittal and the first revised submittal

will be borne by the City.

- b. The cost to review all additional revised submittals after the first revised submittal will be charged to the Contractor at \$500 per submittal. The cost of review shall include, without limitation, administrative, design and engineering activities directly related to review of submittals.
- c. If a submittal is approved and the Contractor elects to submit an alternate item for review for the same application, the Contractor shall be responsible for the review costs for the alternate submittal at \$500 per submittal. The cost of review shall include, without limitation, administrative, design and engineering activities directly related to review of submittals.

**Delete item 2 in the list in the 3rd paragraph of section 5-1.23B(2).**

**Add to Section 5-1.23B(2):**

Each PDF e-mail attachment must not exceed 25 MB in size. The e-mail message must not exceed 50 MB in size.

Each electronic e-mail submission must:

- 1. Be in PDF format
- 2. Have a resolution of at least 300 dpi
- 3. Contain the following information in the subject line:
  - 3.1. "Shop Drawing Submittal"
  - 3.2. Contract number
  - 3.3. Bid item number
  - 3.4. If separate e-mails are needed to accommodate large files, indicate the total number of e-mails included in the submittal
- 4. List each PDF file and its number of pages

Use the following naming convention for PDF files the Contractor submits:

For shop drawings:

Contract number\_Specification Number\_Bid item number\_Submittal Name

Example: 12-345678\_1-12\_123\_XXX.PDF

If submittal of more than 1 copy or set of shop drawings or calculations is specified, submit only 1 electronic copy.

After submitting the Contractor's electronic files, send a notification of the Contractor's electronic submittal to the Engineer. Include the names of the submitted files.

Upon completion of review, the City returns 1 electronic copy with the date of authorization.

**Add to Section 5-1.24**

**CONTRACTOR'S DAILY REPORTS**

The Contractor shall maintain daily job reports recording all significant activity on the project, including number of workers on site, names and job classification of employees,

active construction equipment used, notable deliveries, work activities, delays, interruptions or any problems encountered.

The Contractor shall submit a Contractor's Daily Report form, for approval by the Engineer, to record this information and submit this form to the Engineer no later than the following morning for the previous work day. If this is not submitted on time, the City shall withhold \$500/day until this report is turned in.

If there is no work performed on any given day, the Contractor shall note the reasons for no work and submit a daily report to the Engineer on those days also.

Failure to stay current with daily reporting will be just cause for the Owner not processing a progress payment until reports are submitted.

#### **Add to Section 5-1.25:**

##### **5-1.25 RECORD DRAWINGS**

The Contractor shall maintain a neat and accurate marked set of record drawings showing the final locations and layout of roadways, piping and conduit; structures; and other facilities. Maintain record drawings electronically on a Bluebeam Studio Project and grant access to the Engineer. Drawings shall be kept current weekly, with all work instructions and change orders, and construction adjustments. Drawings shall be subject to the inspection of the Engineer at all times and progress payments, or portions thereof, may be withheld if drawings are not accurate and current. Pipe material shall be added to drawings, if not denoted on contract drawings. Prior to acceptance of the work, the Contractor shall deliver to the Engineer one set of neatly marked record drawings accurately showing the information required above.

Record drawings shall be submitted and approved by the Engineer in accordance of these Special Provisions.

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various contract items and no additional compensation will be allowed therefore.

##### **5-1.26 CONSTRUCTION SURVEYS:**

Contractor shall provide the necessary horizontal and vertical survey control for the completion of the work. A Licensed Land Surveyor or a Registered Civil Engineer must perform survey work.

Control must be provided for site grading, significant layout, or as directed by Engineer. Control must be provided in the same system of units as shown. Contractor shall provide surface grade control every fifty (50) feet and at grade breaks and begin and end of curves. Contractor shall mark the control points in the field and provide a printed sheet with the point information, site layout, and control point layout to Engineer.

If working within twenty-four (24) inches of a survey monument or benchmark, Contractor shall employ a Licensed Land Surveyor or a Registered Civil Engineer to tie-out the monument or bench mark. Should any existing survey monument be disturbed or

destroyed during construction, it must be reset at the previous location. Should any existing benchmark be disturbed or destroyed during construction, a new one must be set at a nearby, but different, location than the existing, as determined by Engineer. Monuments and benchmarks must be set by a Licensed Land Surveyor or a Registered Civil Engineer properly licensed to complete survey work. City reserves the right to review the Land Surveyor or Engineer's license to determine its validity. For monuments, a Corner Record must be filed with the County and a copy delivered to Engineer. For benchmarks, documentation of the bench mark and how it was reset must be delivered to Engineer prior the project acceptance or sign off of the Encroachment Permit. Damaged or disturbed property corners must be replaced by a Land Surveyor at Contractor's expense.

If the area of removal has had roots or other materials removed, the void shall be filled with aggregate base, sand or native materials as appropriate.

### **5-1.26A SCOPE**

Monument preservation tasks shall comply with Sections 8771 and 8772 of the Land Surveyor's Act effective January 1, 2012. Under Section 8771 monument preservation tasks are required at two stages of the improvement project; pre-construction and post-construction. A Monument Perpetuation Report has been prepared and will be provided by the City.

#### **A. Pre-Construction**

All monuments within the work area outlined on the project drawings that control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control shall be referenced and documented in the following manner:

1. Monuments found during the field inspection shall be located and referenced, at least one week prior to start of construction, by or under the direction of a licensed land surveyor or registered civil engineer legally authorized to practice land surveying. A minimum of 4 reference points per survey monument shall be set. Reference points shall be in compliance with Sections 8771 (a) and 8772 of the Land Surveyor's Act in terms of durability, location, and identification of the Licensed Land Surveyor, Registered Civil Engineer or public agency. Upon completion and no later than one week prior to construction, the project surveyor shall provide written notice to the City Surveyor stating the monuments have been located and referenced. An example can be provided by the City upon request.
2. A Corner Record or Record of Survey of the monuments and reference points shall be prepared and submitted to the City Surveyor for preliminary review. The Corner Record or Record of Survey shall incorporate the City Surveyor's revisions, if any, and be filed with the County Surveyor. The project surveyor shall provide proof of submittal to the County via transmittal or similar documentation. An example can be provided by the City upon request.

## B. Post-Construction

1. A field inspection shall be conducted to identify all monuments (including reference points set in the pre-construction phase) destroyed or disturbed by the improvement project. Monuments and reference points identified as destroyed/disturbed shall be reset in the surface of the new construction and affected monument wells be reconstructed in a manner approved by the City Surveyor. Reference points shall be in compliance with Sections 8771 (a) and 8772 of the Land Surveyor's Act in terms of durability, location, and identification of the Licensed Land Surveyor, Registered Civil Engineer or public agency.
2. A Corner Record or Record of Survey of the monuments and reference points shall be prepared and submitted to the City Surveyor for preliminary review. The Corner Record or Record of Survey shall incorporate the City Surveyor's revisions, if any, and be filed with the County Surveyor. The project surveyor shall provide proof of submittal to the County via transmittal or similar documentation.

### 5-1.26B PAYMENT

Measurement and Payment for “**Monument Perpetuation (Allowance)**” will be paid as an Each item and includes all costs to perform the required work. Payment for this item shall only be made on an allowance basis and only for the work completed. The Contract shall have no claim to that portion of the allowance which is not necessary for the project.

Payment for these items does not include the cost of adjusting survey monument boxes, which is covered under another section.

### Replace Section 5-1.28 of the RSS with:

### 5-1.28 PROJECT SAFETY SUPERVISOR AND REVIEWS

Contractor's assigned project safety supervisor must perform and document project safety reviews with the Engineer:

Safety Supervisor – The Contractor shall appoint an employee as safety supervisor who is qualified and authorized to supervise and enforce compliance with the Safety Program. The Contractor shall notify the Engineer in writing prior to the commencement of work of the name of the person who will act as the Contractor's safety supervisor and furnish the safety supervisor's resume to the Engineer.

Contractor will, through and with its Safety Supervisor, ensure that all of its employees and its Subcontractors of any tier, fully comply with the Project Safety Policies/Plan. The Safety Supervisor shall be a full-time employee of the Contractor whose responsibility shall be for supervising compliance with applicable safety requirements on the Project site and for developing and implementing safety training classes for all job personnel. The City shall have the authority to require removal of the Contractor's Safety Supervisor if the representative is judged to be improperly or inadequately performing the duties; however, this authority shall not in any way affect the Contractor's sole responsibility for performing this work safely, nor shall it impose any obligation upon the City to ensure the Contractor performs its work safely.

Safety and Protection – Contractor shall take all necessary precautions to prevent damage, injury, and loss to:

1. All employees on the Project, employees of all subcontractors, and other persons and organizations who may be affected thereby;
2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, wetlands, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage,

injury or loss and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground facilities and utility districts when prosecution of the Work may affect them and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

**Replace Section 5-1.29 of the RSS with:**

**5-1.29 JOB HAZARD ANALYSES**

The requirements specified in of the State Standard Specifications shall be replaced as follows:

Safety Program – The Contractor shall establish, implement, and maintain a written injury prevention program as required by Labor Code Section 6401.7 and CA Code of Regs § 3203(a)(4) and 1511(b). Before beginning the Work, the Contractor shall file with the Engineer a written Contractor Safety Program that provides for the implementation of all of the Contractor's safety responsibilities and a job hazard analysis in connection with the Work at the Project site and the coordination of that program and its associated procedures and precautions with safety programs, precautions and procedures of each of its Subcontractors and other Contractors performing work at the Project site. The Contractor shall be solely responsible for initiating, maintaining, monitoring, coordinating, and supervising all safety programs, precautions, and procedures in connection with the Work and for coordinating its programs, precautions, and procedures of the other Contractors and Subcontractors performing the Work at the Project site. The Safety Program should contain all the necessary elements for the Contractor to administer its program on the Project site. At a minimum, this written Safety Program shall address the elements required by Labor Code Section 6401.7 and CA Code of Regs § 3203(a)(4).

Submit each job hazard analysis as an informational submittal. Each job hazard analysis must identify the following:

1. Work activity description
2. Existing and predictable hazards associated with the work activity
3. Hazard control measures, preventative, or corrective actions to be taken for the work activity

Submit each job hazard analysis at least five (5) working days before the start of a work activity. During the project safety reviews required under Section 5-1.28, discuss job hazard analyses for active work activities and work activities planned to start within five (5) working days.

Submit a revised job hazard analysis when equipment or methods change results in a change to the hazards previously identified. Submit a revised job hazard analysis within one working day of the identified change.

#### **Add to Section 5-1.32**

##### **Section 5-1.32 AREAS FOR USE:**

Personal vehicles of the Contractor's employees must not be parked on the traveled way or shoulders, including sections closed to traffic.

#### **Add to Section 5-1.36**

##### **5-1.36 PROPERTY AND FACILITY PRESERVATION**

In addition to Section 5-1.36 PROPERTY AND FACILITY PRESERVATION of the State Standard Specifications the following shall apply. Contractor shall protect existing pavement, striping, manholes, utilities, sidewalks, curbs, gutter, curb ramps, valley gutters, and driveways at all equipment crossings. The Contractor shall provide materials to shore and brace excavation areas in order to prevent existing structures, private properties and permanent improvements from failure or damage during construction. If requested, provide shoring design calculations and details for review by the Engineer. Damage to existing structures, private properties, and permanent improvements due to construction work conducted by the Contractor shall be restored to existing or better condition with no additional cost to the City.

#### **Add to the list in the RSS of section Section 5-1.36A:**

12. Existing hardscape
13. Retaining walls
14. Trees, shrubs, other plants
15. Irrigation facilities

#### **Replace *Reserved* in Section 5-1.36C(2) with:**

The Contractor is responsible for the care and protection of all materials and equipment until the completion and final acceptance of the work.

The Contractor shall provide protection to the project site against trespass, vandalism, or theft during the Maintenance Period. Any damage caused by the lack of adequate site protection shall be repaired or replaced at no additional cost to the City.

#### **5-1.43 POTENTIAL CLAIMS AND DISPUTE RESOLUTION**

In addition to the requirement outlined in section 5-1.43 Potential Claims and Dispute Resolution the City shall follow Caltrans's dispute resolution process.

#### **Replace the 2nd paragraph of Section 5-1.46 with:**

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

#### **Add to the end of Section 5-1.46:**

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

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

The Contractor shall be responsible for restoring the proposed staging areas, the temporary access road, and any other areas temporarily impacted during construction evaluation to the work prior to the start of work. The project will not be accepted by the City until these areas are restored in kind to the satisfaction of the permits and acceptance of the Engineer. Before any work has begun, Contractor shall review the staging areas and access road with the Engineer to document their existing conditions.

Any paved areas shall be replaced with a structural section equal to or greater than the adjacent paved structural sections.

Any vegetated areas shall be replaced to its existing condition using planting similar to the adjacent undisturbed planting or as directed by the Engineer.

The costs for restoring of staging areas and access roads shall be included in the various items of work associated with this project and no separate payment will be made.

#### **Add to Section 5-1.47:**

#### **5-1.47 GUARANTEE**

The Contractor hereby agrees to make, at its sole expense, all repairs or replacements necessitated by defects in materials or workmanship, supplied under terms of the Contract Documents, and pay for any damage to other works resulting from such defects, which becomes evident within one (1) year after the date of acceptance of the Project as evidenced by the Notice of Completion recorded by the City. Unless otherwise provided

in Contract Documents, the one (1) year warranty period is the shortest duration and such duration may be a longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The Contractor further assumes responsibility for a similar guarantee for all work and materials provided by subcontractors or manufacturers of packaged equipment components. The Contractor also agrees to indemnify, defend, and hold the City harmless from liability of any kind arising from damage due to said defects. The Contractor shall repair failed areas in full, from lane line to lane line. All work done on failed areas shall be done in accordance with these Special Provisions and as directed by the engineer.

The Contractor shall, upon the receipt of notice in writing from the City, promptly make all repairs arising out of defective materials, workmanship, or equipment. The City is hereby authorized to make such repairs, and the Contractor and its Surety shall be liable for the cost thereof, if fifteen (15) working days after the City giving of such notice to the Contractor, the Contractor has failed to make or undertake the repairs with due diligence. In case of emergency, where in the opinion of the City delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the expense in connection therewith shall be charged to the Contractor, and/or its Surety shall be liable for the cost thereof.

Prior to the expiration of the warranty period, the City reserves the right to hold a meeting and require the attendance of the Contractor. The purpose of the meeting is to review warranties, bonds and maintenance requirements and determine required repair or replacement of defective items. For the purpose of this paragraph, acceptance of the Work or a portion of the Work by the City, shall not extinguish any covenant or agreement on the part of the Contractor to be performed or fulfilled under this Contract which has not, in fact, been performed or fulfilled at the time of such acceptance. All covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

Nothing in the Contract Documents shall be construed to limit, relieve or release the Contractor's, subcontractor's and/or equipment supplier's liability to the City for damages sustained as the result of latent defects in the equipment furnished or work performed. Further, nothing in the Contract Documents shall be deemed to be a waiver by the City of any rights or remedies, or time limits in which to enforce such rights or remedies, that it may have against the Contractor, subcontractors, suppliers of the equipment and work performed under the Contract Documents.

^^

## **6 CONTROL OF MATERIALS**

### **Add to Section 6:**

In addition to the requirements of Section 6 CONTROL OF MATERIALS of the State Standard Specifications, the following shall apply:

Material testing for this project will be provided by the Contractor as set forth in Section 6 CONTROL OF MATERIALS of the State Standard Specifications and the most current City of Goleta's Quality Assurance Program. The Contractor shall perform all testing to verify compliance with the Specifications of any and all materials furnished by the Contractor. The Contractor shall submit and receive the Engineer's approval of all compliance test results prior to incorporating materials into the project. The Contractor may elect to place material without the approved certificates of compliance and mix designs and shall be at the Contractor's own risk. The Contractor shall notify the Engineer in writing to get the approval of placement, and \$10,000.00 will be withheld from the Contractor's progress payment for each certificate of compliances and mix designs until the certificate of compliances and mix designs are submitted approved.

Samples, certificates of compliance, lists of materials and material sources, access to facilities, requests for testing and all other data relating to material testing shall conform to Section 6 of the State Standard Specifications, "Control of Materials." Contractor shall provide the Engineer with five (5) working days' notice of the need for material testing.

### **Section 6-1.01 GENERAL**

Unless otherwise authorized by the Engineer, the substantiation of offers of equivalency must be submitted at the pre-construction meeting.

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

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

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

1. Product Data Design Criteria
2. Physical Properties Limitations of Process
3. Material Specifications List of Previous Projects
4. Installation Specifications Size of Completed Projects

5. Testing Methods List of Current Projects
6. Third Party Test Data
7. Size of Current Projects
8. References (All references must include current names and telephone numbers)
9. List of all deviations from the specifications or referenced product or materials

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

## **6-2 QUALITY ASSURANCE**

In addition to the requirements of Section 6-2 QUALITY ASSURANCE of the State Standard Specifications, the following shall apply:

Specific quality control requirements for the Work are indicated throughout the Contract Documents. The requirements of this Section are primarily related to performance of the Work beyond furnishing of manufactured products. The term "Quality Control" includes inspection, sampling and testing, and associated requirements.

1. Quality Control: All those planned and specified actions or operations necessary to produce a product or service that will meet requirements for quality as specified. Quality Control is the responsibility of the Contractor. The Contractor will monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
2. Quality Assurance: Those planned and systematic operations conducted to ensure that the operations and/or products incorporated into the project meet the project specifications. Quality Assurance encompasses oversight of the Contractor's Quality Control; verifying the results of Contractor testing; review of sampler, tester and laboratory qualifications; independent assurance sampling and testing, and inspection for conformance with the plans and specifications. Quality Assurance is the responsibility of the Contractor and Engineer.
3. Special Tests and Inspections: Tests and inspections required by the CBC and performed by certified inspectors. These tests will be performed and paid for by the City.

### **Quality Control Program:**

1. Contractor shall develop a detailed written Quality Control (QC) Program for all Work required in the Contract Documents. The Contractor must submit for the Construction Manager's acceptance the Contractor's Quality Control Program (QC Program) for the entire Project before beginning any of the Work other than mobilization tasks to install temporary facilities. Except for mobilization, no other work will begin until the Engineer has accepted the Contractor's overall QC Program for the project. This QC Program must meet the objectives and requirements as defined herein. The QC Program must be specific to this Project and the Contract Documents.

2. In addition, the Contractor must submit for the Engineer's acceptance the Contractor's individual QC Plans before starting each area or division of the Work and/or new specialty trade to complete any portion of the Work. Work will be permitted to start only after the Construction Manager reviews and accepts Contractor's individual QC Plan. The individual QC Plans must identify all QC personnel, procedures, inspections, laboratories, Testing equipment calibrations and certifications, tests, inspection/test hold points, instructions, sampling and testing records organized by date and type of material, reports, records, schedules, etc. specific for each area or division of the Work and/or new specialty trade to complete any portion of the Work.
3. Contractor shall appoint a full time Quality Control Officer who will have the sole responsibility for the full-time oversight, implementation, and monitoring of the QC Program on this one project. Contractor shall maintain a log of required testing indicating the tests or sampling and test method required, location, frequency and responsibility.
4. Contractor shall provide written procedures defining methods of construction, control measures, and the performance of inspections and testing for the different types of Work.
5. Procedures shall detail "Hold Points," where Work shall not proceed until the required Quality Control functions are performed and documentation shows the Work meets the requirements of the Contract.
6. Procedures shall detail problem resolution steps and corrective actions in the event the Work does not meet the Contract Specifications.
7. Procedures shall be provided for all major activities of Work.
8. Contractor shall maintain evidence of activities affecting quality, including operating logs, records of inspections and tests, audit reports, material analyses, personnel qualification and certification records, procedures, and document review records.
9. Quality records shall be maintained in a manner that provides for timely retrieval, and traceability. Quality records shall be protected from deterioration, damage, or destruction.
10. Within 24 hours, notify the Engineer of any noncompliance identified by your QC program. The Contractor shall provide the City access to all QC records.
11. Submit QC test data and QC test results within two (2) working days of test completion.

### **Sampling and Testing**

1. Unless otherwise indicated, all products, materials, and equipment shall be subject to inspection by the Engineer at the place of manufacture as specified in the CSSS.
2. The City or an independent firm retained by the City will perform inspections, testing, and other services as required by the Engineer.
  - a. The Contractor shall cooperate with the Engineer or independent firm

and furnish samples of materials, design mix, equipment, tools, storage, and assistance as requested.

- b. The Contractor shall notify Engineer three (3) working days prior to the expected time for operations requiring inspection and laboratory testing services.
- c. Retesting required because of non-conformance to requirements shall be performed by the same independent firm on instructions by the Engineer. The Contractor shall be responsible for all costs including administrative, material testing, design and, engineering activities directly related to such retesting.

### **Installation**

- 1. Inspection: The Contractor shall inspect materials or equipment upon the arrival on the job site and immediately prior to installation and reject damaged and defective items.
- 2. Measurements: The Contractor shall verify measurements and dimensions of the Work, as an integral step of starting each installation.
- 3. Manufacturer's Instructions: Where installations include manufactured products, the Contractor shall comply with manufacturer's applicable instructions and recommendations for installation, to whatever extent these are more explicit or more stringent than applicable requirements indicated in Contract Documents.
  - a. When manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

Full compensation for conforming to all requirements specified in this Section, "Control of Materials," shall be considered as included in the contract price paid for other items of work and no additional compensation will be allowed.

AA

## **7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

**Replace Section 7-1.02D with:**

### **7-1.02D UNMANNED AIRCRAFT SYSTEMS**

Comply with 14 CFR 107 when operating UAS in the proximity of the highway.

Submit the following to the Engineer and

<https://app.smartsheet.com/b/form/7ad42b76ef9e4f37ba2978520f1b1a5f> as an informational submittal at least seven (7) working days before initial operation of UAS:

1. UAS remote pilot information
  - 1.1. Pilot's full name
  - 1.2. Pilot's contact information
    - 1.2.1. Phone number
    - 1.2.2. Email address
  - 1.3. Pilot's certification information
    - 1.3.1. Certificate issuance date
    - 1.3.2. Certificate expiration date
2. UAS information
  - 2.1. UAS manufacturer
  - 2.2. UAS model
  - 2.3. Registration number
  - 2.4. Registration issuance date
  - 2.5. Registration expiration date

Maintain records of UAS flights. Submit a post-flight record as an informational submittal to the Engineer and

<https://app.smartsheet.com/b/form/5e34deda3bd24f8f8397d895275ecbec> within 1 business day of each flight. The post-flight record must include the following:

1. Flight date
2. Flight duration
3. Visual observer name and contact information
4. Purpose of flight
5. UAS Hazard Analysis Contractor/Consultant form, as an attachment
6. Description of any accidents or incidents, if applicable

Do not operate UAS over the traveled way unless preauthorized in writing by the Engineer. Launch and land UAS at least 50 feet from the edge of live traffic.

### **7-1.02I(2) Nondiscrimination**

In Attention is directed to the following Notice that is required by Chapter 5 of Division 4

of Title 2, California Code of Regulations.

**NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)**

The Contractor's attention is called to the "Nondiscrimination Clause", set forth in Section 71.01A(4), "Labor Nondiscrimination," of the State Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

**7-1.02I(3) Nondiscrimination Statement**

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

**7-1.02J NOVEL CORONAVIRUS (COVID-19) SAFETY REQUIREMENTS**

**7-1.02J.1 GENERAL**

- a. Section Includes: COVID-19 safety requirements to address the COVID-19 epidemic, including without limitation any requirements imposed by federal, state, and local guidelines and orders or those necessary for performance of work safely.
- b. These COVID-19 safety requirements are not all encompassing and may need to be modified by the Contractor for individual construction tasks and updated as the COVID-19 epidemic evolves.
- c. The Contractor and all its sub-tier level subcontractors and suppliers shall account in their Bid and sub-bids for all cost impacts whether affecting labor (including, but not limited to obtaining qualified workers, quantity of workers, as well as their productivity), deliveries, supervision, testing and/or procurement of materials and/or equipment and time caused by any COVID-19 safety requirements, including without limitation those found in this Section and also all public health and governmental directives in place at the time Bids are received by the City for this Project.

**7-1.02J.2 COVID-19 EXPOSURE PREVENTION, PREPAREDNESS, AND RESPONSE PLAN**

Contractor's Responsibility

- a. The Contractor shall prepare a COVID-19 Exposure Prevention, Preparedness and Response Plan (a "COVID-19 Plan") specific to this Project that describes how to prevent worker exposure to coronavirus; protective measures to be taken on the jobsite; personal protective equipment and work practice controls to be used; cleaning and disinfecting procedures; and procedures to follow if a worker shows

symptoms of COVID-19 illness or tests positive for COVID-19. In addition to any governmental or other guidance available at the time of Bid submission, the Contractor should review OSHA COVID-19 Workplace Safety Guidance documentation, such as: <https://www.osha.gov/Publications/OSHA3990.pdf>, as a resource in preparation of its COVID-19 Plan. Other reliable and current sources of COVID-19 information can be found from:

1. The California Department of Public Health (CDPH, State), including without limitation, guidance such as:  
<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Immunization/nCOV2019.aspx>
2. The federal Centers for Disease Control and Prevention (CDC, National), including without limitation, guidance such as:  
<http://www.cdc.gov/coronavirus/novel-coronavirus-2019.html>
3. The Santa Barbara County Public Health Department, including without limitation, guidance found here: <https://publichealthsb.org/>
- b. The Contractor's COVID-19 Plan shall at a minimum address the following COVID-19 safety guidelines:
  1. COVID-19 Employee and Visitor training and check-list before entering worksite.
  2. Employee distancing and strategies to maximize distancing when possible.
  3. Limitations on gathering size.
  4. Personal Protective Equipment (PPE) requirements.
  5. Identification of "choke points" and "high risk areas" such as hallways, hoists and elevators, break areas and vehicles.
  6. Staggering trades and modification of work schedules to reduce worker density to maximize distancing opportunities.
  7. COVID-19 employee good personal hygiene measures.
  8. Disinfection and cleaning requirements.
  9. Personal prevention actions requirements for all employees.
  10. Toolbox and Tailgate COVID-19 employee training.
  11. Recognition of COVID-19 Symptoms.
  12. Procedures for COVID-19 exposure and notification to others who were at the Site.
  13. Daily screening protocols for arriving workers and visitors to ensure potentially infected workers and visitors do not enter the Site.
  14. Maintenance of daily attendance logs of all workers and visitors who enter the Site.
- c. Also, as part of this Plan, the Contractor shall draft and implement a COVID-19 Code of Safe Practices that is posted in areas visible to all employees and visitors.
- d. The Contractor shall be prepared at each Progress and Coordination Meeting, if

requested by the Engineer, to provide information relevant to the application, enforcement, and implementation of the Code of COVID-19 Safe Practices.

- e. All Contractor managers and supervisors **(from forepersons to project managers)** must be familiar with the COVID-19 Plan and be ready to answer questions from employees, subcontractors, suppliers and visitors. Managers and supervisors must set a good example by following the COVID-19 Plan at all times. This involves practicing good personal hygiene and jobsite safety practices to prevent the spread of the virus. Managers and supervisors must encourage this same behavior from all employees, subcontractors, suppliers and visitors.
- f. The Contractor shall immediately notify the Engineer if any person under the Contractor's control on this Project has tested positive for COVID-19.
- g. The Contractor is responsible to provide to the Engineer its COVID-19 Plan. This plan is due to the Engineer at the pre-construction meeting. No work shall be permitted until this plan is accepted by the Engineer.

**Replace the 1st item in the list of the 2nd paragraph of section 7-1.02K(2) with:**

1. At the Department's Office

**Add to Section 7-1.02K(2):**

#### **7-1.02K(2) Prevailing Wage**

In addition to the requirements of Section 7-1.02K(2) Wages of the State Standard Specifications:

The possibility of wage increases is one of the elements to be considered by the Contractor in determining the bid, and will not under any circumstances be considered as the basis of a claim against the City on the contract.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the City of Goleta, 130 Cremona Drive, Suite B, Goleta, CA 93117. These wage rates are not included in the Proposal and Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

Payment of prevailing wage must be documented through submission of certified payroll records for the prime Contractor and lower tier Subcontractors.

**Replace item 1.3 in the list in the 2nd paragraph of Section 7-1.02K(3) with:**

- 1.3 Last four digits of social security number pursuant to Labor Code § 226(a)

**Add to Section 7-1.02K(5):**

#### **7-1.02K(5) Working Hours**

Working hours are Monday through Friday, 8 AM-5:30 PM

If overtime work is approved by the Engineer, the City shall make deductions in the contractor progress payment. The Contractor shall reimburse the City as outlined in section 5-1.08 INSPECTION for the actual cost of all inspection cost for work requested outside of the contract working hours, Saturday and Sunday work, or inspection performed during designated City, State, or Federal holidays.

Requests for authorization to perform work outside the hours listed above shall be made in writing at least seventy-two (72) hours in advance.

#### **7-1.02K(6) Occupational Safety and Health Standards**

Replace the 1st sentence in the 5th paragraph of section 7-1.02K(6)(a) with:

Submit copies of the Contractor's Injury and Illness Prevention Program, Code of Safe Practices, and permits required by Cal/OSHA as informational submittals.

#### **Replace the 1st sentence in the 5th paragraph of Section 7-1.02K(6)(a) with:**

Submit copies of the Contractor's Injury and Illness Prevention Program, Code of Safe Practices, and permits required by Cal/OSHA as informational submittals.

#### **Replace Reserved in Section 7-1.02M(2) with:**

Submit the names and emergency telephone numbers of the nearest fire suppression agencies before the start of job site activities as an informational submittal. Post the names and phone numbers at a prominent place at the job site.

Submit a copy of the Contractor's fire prevention plan required by Cal/OSHA as an informational submittal before the start of job site activities.

Cooperate with fire prevention authorities in performance of the work. Immediately report fires occurring within and near the project limits by dialing 911 and to the nearest fire suppression agency by using the emergency phone numbers retained at the job site. Prevent project personnel from setting open fires that are not part of the work. Prevent the escape of and extinguish fires caused directly or indirectly by job site activities.

#### **Replace the 2nd paragraph of Section 7-1.02M(3) with:**

For the list of permitted sites, go to the Department of Conservation, Division of Mine Reclamation website.

#### **Replace the 4th sentence in the 16th paragraph of Section 7-1.03 with:**

When not described and if ordered, providing flaggers is change order work.

**Add to Section 7-1.03:**

**7-1.03 PUBLIC CONVENIENCE**

In addition to the requirements of Section 7-1.03 PUBLIC CONVENIENCE of the State Standard Specifications, Contractor shall notify the affected residents and businesses four (4) calendar days in advance of the start of work. Notification shall be done by using “door knob” type notices which shall include a description of the impending work, the date and time when traffic will be restricted, a date and time when parking will not be allowed along the street scheduled for renovation and forty-eight (48) hour window of “no landscape irrigation” prior to work. Contractor shall submit a sample notice for review and approval by the City five calendar days prior to distribution.

Ten (10) calendar days prior to beginning construction, Contractor shall assist in notifying local schools, hospitals, ambulance services, police and fire departments, transit agencies, refuse collectors and Underground Service Alert (USA) of its schedule of work.

Contractor shall furnish and place “No Parking” signs, 12 inches by 18 inches minimum size and approved by the Engineer, throughout the area of work at fifty-foot intervals two (2) working days (four (4) calendar days prior to work beginning on a Monday or Tuesday) prior to the start of construction. In rural areas, the signs shall be placed at intervals not to exceed 400 feet. The signs shall include the date and time during which parking is prohibited. The Contractor shall remove these signs immediately when they are no longer needed. The signs shall post the city ordinance referencing towing of vehicles illegally parked.

If for any reason the work is delayed or rescheduled after the required notifications have been issued, the Contractor shall re-date the signs affected, notify residents and businesses of the change via a new “door knob” notice, and re-contact the local services and agencies. If the work is delayed more than five calendar days, the Contractor shall remove the signs and place re-dated signs two working days (four calendar days prior to work beginning on a Monday or Tuesday) in advance of the work.

Full compensation for “Notification of Residents, Businesses & Agencies” will be paid on a lump sum basis as indicated in the Bid Schedule, and no additional compensation will be allowed therefor.

**Replace the 3rd sentence in the 7th paragraph of Section 7-1.04 with:**

When not described and if ordered, providing flaggers is change order work.

**Replace the 13th paragraph of Section 7-1.04 with:**

Equipment must enter and leave the highway via existing ramps and crossovers and must move in the direction of traffic. All movements of workers and construction equipment on or across lanes open to traffic must be performed in a manner that do not endanger the public. The Contractor’s vehicles or other mobile equipment leaving an open traffic lane to enter the construction area must slow down gradually in advance of the location of the turnoff to give the traffic following an opportunity to slow down. When leaving a work area and entering a roadway carrying traffic, the Contractor’s vehicles and equipment must yield to traffic. Compensation for flaggers, used for all movement of workers and construction vehicles and equipment on or across lanes open to traffic, is included in the bid items of work involved.

### **Add to Section 7-1.04:**

#### **7-1.04 PUBLIC SAFETY**

In addition to the requirements of Section 7-1.04 PUBLIC SAFETY of the State Standard Specifications, the Contractor shall cooperate with and notify the local police and fire departments, school districts, Refuse, ambulance services, and Public Works Street Division of proposed construction operations two (2) working days before work is to begin.

The Contractor shall be responsible to notify and coordinate their schedule with schools that may be in or adjacent to the projects area.

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

### **Replace *Reserved* in Section 7-1.10 with:**

#### **7-1.10 PERMITS AND LICENSES**

The City of Goleta has received permits and a copy of the permits can be found in the appendices. A copy of all permits listed below must be kept at the job site at all times.

The Contractor shall comply with all permit conditions and requirements. If, for any reason, the permit time limits need to be extended, it shall be the Contractor's sole responsibility to request such extension(s) and to pay any additional fees associated with the permit extension(s). Refer to sections elsewhere in these Special Provisions for more detail on permits.

No separate measurement or payment shall be made for compliance with permit requirements, extensions or preparation and approval of Contractor's work plan and dewatering plan. The Contractor shall include the costs associated with these items in the various bid items to which the Work relates.

The Contractor shall obtain a business license from the City of Goleta prior to performing the work.

The Contractor may use water from Goleta Water District fire hydrants provided that the required permits are obtained and the Contractor has paid the associated fees.

Full compensation for conforming to all requirements specified in this section shall be considered as included in the contract price paid for other items of work and no additional compensation will be allowed therefor.

#### **Relations with California Department of Transportation**

- A. A portion of this project is located within the jurisdiction of the California Department of Transportation (Caltrans). Before construction, Contractor shall obtain an Encroachment Permit from Caltrans for the portion of work located within the State right of way and for placing and maintaining any proposed traffic control measures within the State right of way.
- B. Attention is directed to Sections 7-1.11, "Preservation of Property," and 7-1.12, "Responsibility for Damage," of the State Standard Specifications.

- C. Any change in the conditions listed in the permit proposed by Contractor shall be submitted to Engineer for transmittal to Caltrans for their approval. Changes shall not be implemented until approved in writing by Caltrans.
- D. Contractor shall prepare a traffic control plan for review and approval by Caltrans as part of the Encroachment Permit application.
- E. In addition to traffic control devices, Contractor shall comply with all conditions of the Caltrans Stormwater Permit for construction activities within the State right of way.
- F. Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor. The approximate cost of the Encroachment Permit is \$1,000.00.

### **Right of Way**

- A. A portion of this project is located outside of the public right-of-way. A Right-of-Entry for the Work is included in the appendix.
- B. Contractor shall not be entitled to the exclusive use of any public street or rights-of-way during the performance of the work under the contract, and Contractor must conduct operations so as not to interfere unnecessarily with business, traffic, pedestrians, and the authorized work of utility companies or other agencies in the street or rights-of-way. Neither the Specifications nor the Plans may be construed to entitle Contractor to conduct operations within the rights-of-way which are in violation of any local, county, or state ordinance or regulation restricting interference with water courses and drainage channels. Contractor must take adequate precautions against obstructing storm water flow within the project limits. Contractor may not deposit excavated materials, store equipment or construction materials within the street.

### **Add Section 7-1.12:**

#### **7-1.12 COOPERATION**

The Contractor shall cooperate with other forces constructing, relocating, and/or modifying facilities within the project limits. The Contractor shall coordinate his work with that of others, including utility companies, to present delays.

It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present and/or relocated positions as shown on the plans or as described in the specifications, and that no additional compensation will be allowed for any delays, inconvenience, or damages sustained due to any interference from said appurtenances or the operation of moving them. In addition, the Contractor shall not be allowed any additional compensation for delays of inconvenience sustained by the Contractor due to the City not having City-supplied equipment ready for pick-up. In such a case, the City may increase the number of working days for the contract.

Five (5) working days prior to beginning work, the Contractor shall provide to the Engineer, in writing, the name and telephone number of a representative who is directly involved with this project, and under the supervision of the Contractor. The Contractor's representative may be contacted by City staff during non-working hours including nights, weekends and

holidays in the case of any public inconvenience and/or emergency relating to the Contractor's operations. The contact representative shall not be replaced by another company employee for the duration of the project without a written explanation from the Contractor which has been approved by the Engineer. Should a new representative be used, he/she shall be knowledgeable of the project, the events, and/or revisions that may be occurring.

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

**Add Section 7-1.13:**

**7-1.13 RIGHTS IN LAND AND IMPROVEMENTS**

The Contractor is responsible for making arrangements to stockpile and store equipment outside the public right of way as work is performed. Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, private property, including any Section closed to public traffic.

The Contractor shall secure easements at their own expense for any areas required for plant sites, storage of equipment or materials, or for any other purposes. Before occupying any easement area, the Contractor shall provide the Engineer a written statement from each property owner verifying easement acquisition.

Staging areas located on private property shall be restricted to properties where the property owner has given written authorization to the Contractor for use of said property. The Contractor shall submit, at the Pre-Construction meeting, documentation of the written authorization from the property owner(s). Prior to final acceptance of the project, the Contractor shall provide the Engineer a written statement of release from each property owner that granted an easement for the Contractor's operations.

Full compensation for conforming to all requirements specified in this Section shall be considered as included in the contract price paid for various items of work and no additional compensation will be allowed.

^^

## **8 PROSECUTION AND PROGRESS**

### **Add the following to Section 8-1.01:**

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

1. The Engineer;
2. Inspectors;
3. Contractor Foreman; and
4. The Contractors Responsible Scheduling Person.

In addition to daily reports required to substantiate the costs of claims and changes performed as force account work and for Disputed Work pursuant to Section 21 of these Special Provisions, the Contractor must complete a daily report indicating locations worked, start/finish and milestone dates, total workforce per construction trade for each task, major equipment on site, Contractor's workforce and equipment, each Subcontractor's workforce and equipment, , materials delivered, weather conditions, safety (meetings, inspections, accidents, OSHA citations, actions taken) quality (meetings, inspections, tests), visitors, problems encountered, shortages, delays to planned progress, and any other related information involved in the performance of the work. The daily report must be completed on forms furnished to the Contractor, and submitted at the end of each workday. The report must comment on the daily progress and status of the work within each major component of the work.

No progress payments will be made prior to submission and acceptance of the Schedule by the Engineer.

### **Replace Section 8-1.02C(3)(b) with:**

#### **8-1.02C(3)(b) Schedule Software Licenses**

The Contractor shall provide one licensed copy of the Microsoft Project scheduling software program used to produce the Contractor's Schedule to the Engineer, registered in the Engineers name. This licensed copy must be provided no later than five (5) working days after the Notice to Proceed date and shall be fully licensed for the project duration and for 6 months after the NOC date.

### **Replace Section 8-1.02C(10) with:**

#### **8-1.02C(10) Payment**

Full compensation for conforming to all requirements specified in this Section, "CPM," shall be considered as included in the contract price paid for other items of work and no additional compensation will be allowed.

### **Add to Section 8-1.03**

In addition to Section 8-1.03 PRECONSTRUCTION CONFERENCE of the State Standard Specifications:

Prior to the start of construction, a preconstruction conference will be called by the Engineer for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be tested, equipment to be used, and all essential matters pertaining to the prosecution and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major Subcontractors and material suppliers.

Submit the following items to the Engineer for review at least five (5) working days prior to the preconstruction conference. Issuance of a Notice to Proceed is dependent on the timelines and the proper level of detail of these submittals. Submittals shall include, but are not limited to:

1. Key Personnel, Telephone Numbers and Emergency Telephone Numbers
2. Project Construction Schedule per specifications
3. Public Notices (i.e. Notifications and Door Hangers)
4. Storage Site Locations
5. Traffic Control Plan / Detour Plans
6. Parking Restriction Signs
7. Noise mitigation measures
8. Dust Control measures
9. Waste Disposal Plan
10. Copies of pertinent permits, licenses, certifications or required approvals, per specifications
11. Required Inspections
12. Finalized SWPPP
13. Electrical and Signal Poles and Equipment

### **8-1.03B PROGRESS MEETINGS**

Attend Weekly Project Status Meetings with key personnel and utility agencies, including the Contractor's assigned representative and the Contractor's Subcontractors' representative. The meeting will have duration of approximately one hour. The meeting shall be held on the same working day of each week and at the same time of the day as mutually agreed to by Engineer and the Contractor. The purpose of this meeting shall be to discuss interfacing work, scheduling, problems, issues, and other issues related to the project. If not previously submitted, submit the following to the Engineer at the beginning of the meeting:

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

**Replace the row for *Safety* in the table in the 2nd paragraph of section 8-1.03 with:**

Safety	Injury and Illness Prevention Program, Code of Safe Practices, and job site posters
--------	---

**Replace entire Section 8-1.04A with:**

**8-1.04A GENERAL**

Attention is directed to the provisions in in Section 8-1.05 TIME and Section 8-1.10 LIQUIDATED DAMAGES of the State Standard Specifications and these Special Provisions. In addition to Section 8 PROSECUTION AND PROGRESS of the State Standard Specifications, the following shall apply:

All work shall be completed within **20 working days** from the date of the Notice to Proceed.

All punch list items shall be completed within the specified contract working days. The project will not be accepted until all punch list items and plant establishments are completed.

The Contractor shall pay to the City of Goleta the sum of dollars per day as outlined in section 8-1.10 LIQUIDATED DAMAGES of the State Standard Specifications, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

The Contractor shall be responsible to coordinate utilities relocations within the project area. Coordination of utilities within the project limits, including relocations and maintenance of existing facilities and additions thereto, shall be confirmed in writing by utility representatives and the Contractor at this conference or within five (5) working days thereafter.

**NOTICE TO PROCEED**

The Contractor shall begin work within fifteen (15) calendar days from the date of a "Notice to Proceed" letter, and the Contractor shall thereafter diligently prosecute the work to completion.

The Contractor shall notify the Director, in writing, of his or her intent to commence work at least seventy-two (72) hours before work is to begin. The notice shall specify the date on which the Contractor intends to begin work. If a project has more than one (1) location of work, a separate notice shall be given for each location.

Should the Contractor begin work in advance of issuance a "Notice to Proceed," any work performed in advance of such issuance shall be considered to have been done at Contractor's own risk and as a volunteer.

Notwithstanding any other provision of the contract, City shall not be obligated to accept or to pay for any work furnished by the Contractor prior to delivery of notice to proceed whether or not the City has knowledge of the furnishing of such work.

Submit no less than ten (10) days in advance of the commencement of the proposed work:

1. Specific date, hours and location of work;
2. Complete description of work to be done;
3. Number and type of equipment to be used;
4. Noise mitigation measures to be employed;

5. Distance of the nearest resident to the work;
6. Electrical, signal poles and equipment proof of order; and
7. Inspection required.

**Replace entire Section 8-1.04B with:**

**8-1.04B START OF JOB SITE ACTIVITIES**

Contractor shall not begin any job site activities until the Notice to Proceed is issued. Notify the Engineer seventy-two (72) hours in advance of commencing job site activities.

**Add to Section 8-1.05:**

**8-1.05 TIME**

In addition to Section 8-1.05 TIME of the State Standard Specifications, the Contractor shall diligently prosecute the work to completion in accordance with the following schedule.

All work shall be completed within working days outlined in Section 8-1.04A GENERAL of these Special Provisions.

A punch list will be created after all bid items have been completed by the Contractor and it shall be the Contractor's responsibility to notify the Engineer in writing that all bid items have been completed. All punch list items shall be completed within the specified contract working days. The project will not be accepted until all punch list items and plant establishment has been completed.

A sample of the weekly statement of working days is in Appendix A. You must use the most recent Caltrans weekly statement of working days which can be downloaded at <https://dot.ca.gov/programs/construction/contract-time>.

**Add to the end of Section 8-1.06:**

**Responsibilities of Contractor During Suspension Periods**

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

**8-1.06A SUSPENSIONS OF WORK ORDERED BY THE ENGINEER**

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

**Add to the end of Section 8-1.07B:**

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

**8-1.07B(1) Delays to Critical Path**

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

**8-1.07B(2) Conditions to Time Extensions**

The Contract Time or Milestones shall be extended only if, in the opinion of City, the Contractor is necessarily delayed in completing the Contract by a cause that meets all of the following conditions:

1. Such cause is beyond the control of Contractor, its Subcontractors, or material suppliers and is not due, in whole or in part, to the breach, negligence or fault of Contractor, its Subcontractors, or material suppliers;
2. Such cause arises after the Bid deadline and neither was nor could have been anticipated before the Bid deadline;
3. The effect of such cause could not be anticipated and avoided or mitigated by the exercise of all reasonable precautions, efforts and measures by the Contractor, including re-planning, scheduling and re-sequencing;
4. Such cause, in fact, results in a delay in the performance of the critical path of the Work, which is not thereon thereafter recovered;
5. Contractor has given notice thereof and provided the back-up documentation and analysis as required by the Contract Documents or as requested by the Engineer or City including but not limited to as-planned versus as-built schedules; and

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

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

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

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

#### **8-1.07B(4) Excusable Compensable Delay**

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

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

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

is not due, in whole or in part, to the breach, negligence, or fault of Contractor, its Subcontractors, or Suppliers. Contractor’s remedy for Excusable Compensable Delay shall be extension of the date for completion and Milestones subject to the Conditions to Time

Extensions identified above and reimbursement of actual costs directly resulting from such delays and markup in accordance with Section 9.

#### **8-1.07B(5) Inexcusable Delay**

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

#### **8-1.07B(6) Concurrent Delays**

To the extent the Contractor is entitled to an extension of time due to an Excusable Non-Compensable Delay or to an Excusable Compensable Delay, but the performance

of the Work is independently suspended, delayed, or interrupted by an Inexcusable Delay, the delay shall be deemed to be a "Concurrent Delay."

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

#### **8-1.07B(7) Claim for Additional Time**

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

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

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

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

#### **8-1.07B(9) No Release of Sureties**

An extension of time granted shall not release the sureties from their obligations. Work shall continue and be carried on in accordance with all the provisions of the Contract

and the Contract shall be and shall remain in full force and effect during the continuance and until the completion and the City's final acceptance of the Work covered by this Contract unless formally suspended or annulled in accordance with the terms of the Contract Documents.

#### **8-1.07B(10) No Waiver by City**

Neither the grant of an extension of time beyond the date fixed for the completion of any part of the Work nor the doing and acceptance of any part of the Work or materials specified by this Contract after the time specified for the completion of the Work, shall be deemed to be a waiver of any other rights and remedies under the Contract.

#### **8-1.07B(11) City's Right to Order Extraordinary Measures to Mitigate Delay**

In the event of delays to the project, the Engineer may order Extraordinary Measures as provided below.

#### **8-1.07B(11)(a) Non-Compensable Extraordinary Measures**

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

#### **8-1.07B(11)(b) Compensable Extraordinary Measures**

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

#### **8-1.07B(12) Continuation of the Work**

If the construction of the Work is not completed within the Contract Time, as may be extended by the City, the Contractor shall continue performing the Work in accordance with the Contract Documents until the completion of and the acceptance of the Work, or Contractor's performance is suspended or terminated.

**Replace the 2nd paragraph of Section 8-1.07C with:**

Losses for idle equipment, idle workers, and moving or transporting equipment are eligible for delay- related payment adjustments.

If the Contractor claims additional costs due to impacts from an excusable delay, the Contractor must comply with section 5-1.42 REQUESTS FOR INFORMATION. Support the Contractor's claim for additional costs based on the difference between the cost to perform the work as planned and the cost to perform the work as changed as determined under section 9-1.04. The Department adjusts payment for the work portion that was impacted.

The Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time. Contractor, however, shall not be entitled to an adjustment of the Contract Price or to any additional costs or damages (including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs), or any compensation whatsoever for Contractor's use of float and/or Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever, including, but not limited to, delay caused by the City or other Excusable Compensable Delay. The City is exempt from liability for such costs, damages, and compensation.

**Add to Section 8-1.10:**

**8-1.10 LIQUIDATED DAMAGES**

In addition to the requirements of Section 8-1.10 LIQUIDATED DAMAGES of the State Standard Specifications:

Any progress payment made after the completion date shall not be construed as a waiver of liquidated damages.

The Department may withhold liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work.

**8-1.10A GENERAL**

In addition to section 8-1.10A General the following shall apply. The Contractor shall pay to the City of Goleta the sum of **\$4,000 per day**, each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above. Any progress payment made after the completion date shall not be construed as a waiver of liquidated damages.

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

that the City will actually suffer damages in the amount herein fixed for each and every day during which the completion of the work is avoidably delayed beyond the stipulated completion date.

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

#### **Add to Section 8-1.10B:**

The roadway section and or intersection shall be opened to traffic by the end of the roadways last working hours of the lane closure charts. The Contractor shall pay to the Goleta the sum of \$2,000.00 per hour for each hour, or portion of an hour, after the last working hour are exceeded and that a traveled lane remains closed due to the Contractor's operations.

The Engineer will provide written notice of non-conformance to the Contractor within 24 hours of the violation. All Contractor's equipment, machinery, traffic control, and personnel shall be off of the pavement and all lanes shall be open to traffic to be considered as full compliance.

Any progress payment made after the completion date shall not be construed as a waiver of liquidated damages.

#### **8-1.11 UTILITY AND NON-HIGHWAY FACILITIES**

Attention is directed to Section 15 EXISTING FACILITIES of the State Standard Specifications and these Special Provisions.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 3 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Southern California (USA)	(811) 422-4133 (800) 422-4133

The Contractor is cautioned that there may be underground and overhead utility facilities within the work area including telephone, electrical, cable television, gas, water and sanitary sewer transmission facilities, and storm drainage collection facilities.

Where possible conflict may exist, the Contractor shall verify the grade and location of existing underground utility prior to any work.

It is recognized by the City and the Contractor that the locations of existing utilities as shown on the plans are approximate, their actual location is unknown. Recognition is given to the fact there may be additional existing utilities unknown to either party to the contract. Location

of utilities, as shown on the drawings, represents the best information obtainable from utility maps and information furnished by the various agencies and companies involved. The City warrants neither the accuracy nor the extent of the actual utilities involved.

In the event the Contractor discovers utilities not identified on the plans or by the utilities, the Contractor shall immediately notify the Engineer and the utility owners by the most expeditious method reasonably available and later confirm in writing.

The right is reserved to the Department and the owners of facilities, or their authorized agents, to enter upon the highway right of way for the purpose of making those changes that are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in this work and shall conduct operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by the other forces. Wherever necessary, the work of the Contractor shall be coordinated with the rearrangement of utility or other non-highway facilities, and the Contractor shall make arrangements with the owner of those facilities for the coordination of the work.

Attention is directed to the possible existence of underground main or trunk line facilities not indicated on the plans or in these Special Provisions and to the possibility that underground main or trunk lines may be in a location different from that which is indicated on the plans or in these Special Provisions. The Contractor shall ascertain the exact location of underground main or trunk lines whose presence is indicated on the plans or in these Special Provisions, the location of their service laterals or other appurtenances, and of existing service lateral or appurtenances of any other underground facilities which can be inferred from the presence of visible facilities such as buildings, meters and junction boxes prior to doing work that may damage any of the facilities or interfere with their service.

If the Contractor cannot locate an underground facility whose presence is indicated on the plans or in these Special Provisions, the Contractor shall so notify the Engineer in writing. If the facility for which the notice is given is in a substantially different location from that indicated on the plans or in these Special Provisions, the additional cost of locating the facility will be paid for as extra work as provided in Section 4-1.05.

If the Contractor discovers underground main or trunk lines not indicated on the plans or in these Special Provisions, the Contractor shall immediately give the Engineer and the Utility Company written notification of the existence of those facilities. The main or trunk lines shall be located and protected from damage as directed by the Engineer, and the cost of that work will be paid for as extra work as provided in section 4-1.05. The Contractor shall, if directed by the Engineer, repair any damage which may occur to the main or trunk lines. The cost of that repair work, not due to the failure of the Contractor to exercise reasonable care, will be paid for as extra work as provided in Section 4-1.05. Damage due to the Contractor's failure to exercise reasonable care shall be repaired at the Contractor's cost and expense.

Where it is determined by the Engineer that the rearrangement of an underground facility is essential in order to accommodate the highway improvement and the plans and specifications do not provide that the facility is to be rearranged, the Engineer will provide for the rearrangement of the facility by other forces or the rearrangement shall be performed by the Contractor and will be paid for as extra work as provided in Section 4-

1.05. When ordered by the Engineer in writing, the Contractor shall rearrange any utility or other non-highway facility necessary to be rearranged as a part of the highway improvement, and that work will be paid for as extra work as provided in Section 4-1.05.

Should the Contractor desire to have any rearrangement made in any utility facility, or other improvement, for the Contractor's convenience in order to facilitate the Contractor's construction operations, which rearrangement is in addition to, or different from, the rearrangements indicated on the plans or in these Special Provisions, the Contractor shall make whatever arrangements are necessary with the owners of the utility or other non-highway facility for the rearrangement and bear all expenses in connection therewith.

The Contractor shall immediately notify the Engineer of any delays to the Contractor's operations as a direct result of underground main or trunk line facilities which were not indicated on the plans or in these Special Provisions or were located in a position substantially different from that indicated on the plans or in these Special Provisions, or as a direct result of utility or other non-highway facilities not being rearranged as herein provided (other than delays in connection with rearrangements made to facilitate the Contractor's construction operations or delays due to a strike or labor dispute). These delays will be considered right of way delays within the meaning of Section 8-1.09, "Right of Way Delays," and compensation for the delay will be determined in conformance with the provisions in Section 8-1.09. The Contractor shall be entitled to no other compensation for that delay.

Any delays to the Contractor's operations as a direct result of utility or other non-highway facilities not being rearranged as provided in this Section 8-1.10, due to a strike or labor dispute, will entitle the Contractor to an extension of time as provided in Section 8-1.07, "Delays." The Contractor shall be entitled to no other compensation for that delay.

**Add the following to the end of Section 8-1.13:**

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

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

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

1. Contractor fails to promptly commence the Work or unnecessarily or unreasonably delays the Work or improperly discontinues the diligent prosecution of the Work or abandons the Work;
2. Contractor refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to perform the Work in strict accordance with the Contract Documents, and the latest accepted schedule;
3. Contractor fails to make prompt payment of amounts properly due Subcontractors after receiving payment from the City;
4. Contractor disregards applicable laws, statutes, ordinances, codes, rules, regulations, or lawful orders of a public authority;

5. Contractor fails to resume performance of Work which has been suspended or stopped, within a reasonable time after receipt of notice from the City to do so or (if applicable) after cessation of the event preventing performance;
6. Any representation or warranty made by Contractor in the Contract Documents or any certificate, schedule, instrument, or other document delivered by Contractor pursuant to the Contract Documents shall have been false or materially misleading when made;
7. After commencement of the Work the City becomes aware that the Contractor is using an ineligible Contractor, Subcontractor, or supplier who was barred from performing work or providing materials or services on City projects at the time of Bid;
8. Contractor fails to make payment to Subcontractors for materials or labor in accordance with the respective Contract Documents and applicable law;
9. The Contract is assigned or the Work is sublet otherwise than as specified in the Contract Documents;
10. Contractor otherwise is guilty of breach of a provision of the Contract Documents; or
11. Contractor materially fails to execute the Work in accordance with the Contract Documents or, in the City's opinion, is violating any of the terms of the Contract or is not executing the Contract in good faith or is not following instructions of the City as to additional force necessary in the opinion of the City for its completion within the required time.

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

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

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

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

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

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

#### **8-1.13A(3) Erroneous Termination**

If it has been adjudicated or otherwise determined that the City has erroneously or negligently terminated the Contractor for cause, then said termination shall automatically convert to a termination by the City for convenience as set forth in Section 8-1.13C.

#### **8-1.13A(4) Acceptance of Incomplete or Non-Conforming Work**

In lieu of the provisions of this Section for terminating the Contractor's performance, the City may pay the Contractor for the portion of Work completed according to the provisions of the Contract Documents and may treat the incomplete Work as if they had never been included or contemplated by this Contract, in which case the Contract Price will be reduced by the value of the deleted Work determined in accordance with Section 4-1.05M. The City may also exercise its rights under Section 6-3.07F relating to Acceptance

of Nonconforming Work. No claim under this provision will be allowed the Contractor for overhead or prospective profits on Work not completed by the Contractor.

#### **8-1.13A(5) Adequate Financial Assurances**

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

#### **8-1.13B TERMINATION BY THE CITY FOR CONVENIENCE**

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

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

#### **8-1.13C Contractor's Duties Upon Termination**

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

1. Cease performance of the Work to the extent specified in the notice;
2. Cooperate with the City to secure the site and demobilize in a safe and orderly fashion;
3. Take actions necessary, or that the City may direct, for the protection and preservation of the Work;
4. Except for Work directed to be performed in the notice, incur no further costs and enter into no further subcontracts and purchase orders;
5. If requested by the City, assign to the City, in the manner and to the extent directed, all of the right, title and interest to the Contractor under the subcontracts, and the City shall have no liability for acts, omissions or causes of action resulting therefrom which accrued

prior to the date of termination and assignment, which liability shall remain with the Contract; and

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

**Replace Section 8-1.14E with:**

**8-1.14E PAYMENT ADJUSTMENT FOR TERMINATION**

If the Department issues a termination notice, the Engineer determines the payment for termination during the performance period, from contract approval date to contract acceptance date, based on the following:

1. Direct cost for the work performed:
  - 1.1. Including:
    - 1.1.1. Mobilization
    - 1.1.2. Demobilization
    - 1.1.3. Securing the job site for termination
    - 1.1.4. Losses from the sale of materials
  - 1.2. Not including:
    - 1.2.1. Cost of materials you keep
    - 1.2.2. Profit realized from the sale of materials
    - 1.2.3. Cost of material damaged by:
      - 1.2.3.1. Act of God
      - 1.2.3.2. Act of a public enemy
      - 1.2.3.3. Fire
      - 1.2.3.4. Flood.
      - 1.2.3.5. Governor-declared state of emergency
      - 1.2.3.6. Landslide
      - 1.2.3.7. Tsunami
    - 1.2.4. Other credits
2. Cost of remedial work, as estimated by the Engineer, is not reimbursed.
3. Allowance for profit not to exceed 4 percent of the cost of the work performed where a likelihood of having made a profit had the Contract not been terminated is shown.

Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

[illegible]

## 9 PAYMENT

**Add to Section 9-1.02:**

## 9-1.02 MEASUREMENT

In addition to the requirements of Section 9-1.02 MEASUREMENT of the State Standard Specifications, the following shall apply:

Payment for all work bid at a price per unit of measurement will be based upon actual quantities of work as measured upon completion. The City does not expressly or by implication agree that the actual amount of work or materials of any class will correspond to the estimated quantities given in the proposal. The Contractor shall make no claim for anticipated profits, or loss of profit, for damages, or for any extra payment whatever because of any difference between the amount of work actually done or materials furnished and the estimated amount.

**Add to Section 9-1.03:**

### 9-1.03 PAYMENT SCOPE

In addition to Section 9-1.03 PAYMENT SCOPE of the State Standard Specification, the items bid on a “lump sum” basis shall result in a complete structure, operating plant, or system, (including all warranty documents and product and operating manuals) in satisfactory working condition in respect to the functional purpose of the installation and no extra compensation will be allowed for anything omitted but implied. Full compensation for additional materials and labor, whether or not shown on the drawing or specified in the State Standard Specifications or these Special Provisions, which are necessary to complete all the work will be considered as included in the lump sum price paid for the work, and no additional compensation will be allowed.

### 9-1.03A PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good

cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

**Replace Section 9-1.12 with:**

**9-1.12 PROMPT PAYMENT**

The local agency shall make all project progress payment within 30 days after receipt of an undisputed, complete and properly submitted payment request from the contractor on a construction contract. If the local agency fails to pay promptly, the local agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the local agency shall act in accordance with both of the following:

1. The local agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The local agency must return any payment request deemed improper or incomplete by the local agency to the contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

Mobilization shall be as defined in Section 1-1.07B Glossary and include the furnishing and providing for regular maintenance of temporary sanitary facilities on the job for the duration of the project. Failure to comply with this requirement will result in withholding of mobilization payments in the amount deemed appropriate by the Director of Public Works.

**9.12A PAYMENT**

The contract lump sum price paid for “**Mobilization, Bonds & Insurance**” shall include all costs associated with insurance, bonds, permits and fees, submittals, moving onto the jobs (mobilization) establishment of stockpile operations, moving off the job (demobilization) removal, clean up and restoration of stock pile area and limits of work, project phasing, supervision, coordination of concurrent work with other Contractors, meetings and other work indicated in the Contract Documents. Mobilization shall also include all costs to provide and mail/deliver required notification in advance and during the project as required by these special provisions, posting notices at the project site, and to provide response to residential and business concerns.

**Replace Section 9-1.16A with:**

## **9-1.16A PROGRESS PAYMENTS**

Replace Section 9-1.16A PROGRESS PAYMENTS of the State Standard Specifications. After award of contract, the progress payments are due on the 15<sup>th</sup> of each month. The Contractor may request in writing that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the City's payment procedure.

The Contractor shall submit all requests for progress payments using the forms included in Appendix A.

Form CC1: Progress Payment Request - This form is to be completed and signed by the Contractor and attached as a cover sheet to its request for payment. This will be mandatory on all contract requests.

Form CC2: Progress Payment Request – Detail - This form may be used by the Contractor to provide the detail required to verify payment quantities. (City will accept the Contractor's standard form if it provides the required information).

Form CC3: Quantity Change Verification Form - This form is required before any payment can be made based on actual quantities exceeding estimated quantities. At the conclusion of the contract, the City will issue a "Balancing Change Order" incorporating all quantity increases and decreases in the contract items of work.

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

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

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

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

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

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

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

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

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

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

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

#### **9-1.16A(3) Payments for Authorized Changes**

Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Orders and by Construction Change Directives, which shall be itemized separately from base Contract Work.

#### **9-1.16A(4) No Requests for Disputed Subcontractor Work**

Applications for Payment shall not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason, or as to which an appropriate stop payment notice release has not been filed.

#### **9-1.16A(5) City Review and Payment**

This Contract is subject to the following provisions of California Public Contract Code Section 20104.50 which provides as follows:

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

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

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

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

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

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

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

(e) For purposes of this Article:

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

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

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

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

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

#### **9-1.16A(7) Interest on Undisputed Amounts**

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

#### **9-1.16A(8) Contractor Warranty of Title to Work**

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been

received from the City shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. This provision shall not relieve the Contractor from the responsibility for materials and Work upon which payments have been made, the restoration of damaged Work or as waiving the right of the City to require the fulfillment of the terms of the Contract.

Each time the Contractor submits an Application for Payment, the Contractor hereby certifies that each Application for Payment is complete and accurate regarding the quantities and amounts stated in the application, and that all Work for which the Contractor seeks payment have been provided in a manner that meets or exceeds the Contract requirements.

#### **9-1.16A(9) Partial Payments**

The City, once in each month, shall cause an estimate in writing to be made by the Engineer. The estimate shall include the total amount of work done and acceptable materials furnished, provided the acceptable materials are listed as eligible for partial payment as materials in these Special Provisions and are furnished and delivered by the Contractor on the ground and not used or are furnished and stored for use on the contract, if the storage is within the City and the Contractor furnishes evidence satisfactory to the Engineer that the materials are stored subject to or under the control of the City, to the time of the estimate, and the value thereof. The estimate shall also include any amounts payable for mobilization. Daily extra work reports furnished by the Contractor less than 5 calendar days, not including Saturdays, Sundays, and legal holidays, before the preparation of the monthly progress estimate shall not be eligible for payment until the following month's estimate.

- The amount of any material to be considered in making an estimate will in no case exceed the amount thereof which has been reported by the Contractor to the Engineer on State-furnished forms properly filled out and executed, including accompanying documentation as therein required, less the amount of the material incorporated in the work to the time of the estimate. Only materials to be incorporated in the work will be considered. The estimated value of the material established by the Engineer will in no case exceed the contract price for the item of work for which the material is furnished.
- The City shall retain 10 percent of the estimated value of the work done and 10 percent of the value of materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of the contract by the Contractor, except that at any time after 20 percent of the work has been completed, if the Engineer finds that satisfactory progress is being made, the City may reduce the total amount being retained from payment pursuant to the above requirements to 5 percent of the total estimated value of the work and materials and may also reduce the amount retained from any of the remaining partial payments to 5 percent of the estimated value of the work and materials. In addition, on any partial payment made after 95 percent of the work has been completed, the City may reduce the amount withheld from payment pursuant to the requirements of this Section 9-1.06, to such lesser amount as the City determines is adequate security for the fulfillment of the balance of the work

and other requirements of the contract, but in no event will that amount be reduced to less than 125 percent of the estimated value of the work yet to be completed as determined by the Engineer. The reduction will only be made upon the written request of the Contractor and shall be approved in writing by the surety on the Performance Bond and by the surety on the Payment Bond. The approval of the surety shall be submitted to the Disbursing Officer of the City; the signature of the person executing the approval for the surety shall be properly acknowledged and the power of attorney authorizing the person to give that consent must either accompany the document or be on file with the City.

- The City shall pay monthly to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No monthly estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract.
- No monthly estimate or payment shall be construed to be an acceptance of any defective work or improper materials.
- Attention is directed to the prohibitions and penalties pertaining to unlicensed contractors as provided in Business and Professions Code Sections 7028.15(a) and 7031.

#### **9-1.16D MOBILIZATION**

In addition to Section 9-1.16D Mobilization of the State Standard Specifications, the following shall apply:

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site. Mobilization also includes public notifications. Demobilization shall include, upon substantial completion of the contracted work, the removal of all signs, construction trailers, storage trailers and bins, temporary fencing, garbage, construction debris, equipment, utility services not scheduled to remain, portable toilet facilities, and all excess construction material not included and paid for within other base bid items. Work shall also include the repair, restoration and/or replacement of facilities damaged by the Contractor and/or Subcontractors and suppliers, including driveways, parking areas, streets, pipelines, and landscaping, and the submittal of Record Drawings. Work area shall be cleaned and restored to original condition or better as further shown on the plans.

The compensation for mobilization/demobilization shall not exceed 10 percent of the total amount of all remaining bid items.

#### **Add to Section 9-1.16E:**

##### **9-1.16E Withholds**

The City will hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances.

The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances.

The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

the City will withhold five (5) percent of all monthly progress payments as retention to assure completion and payment of labor and materials. Retention will be released to the Contractor fifty-two (52) calendar days after the Notice of Completion is Approved by City Council.

In accordance with Public Contract Code Section 22300, securities shall be permitted in substitution of money withheld by the City to ensure performance under this contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay such moneys to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.

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

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

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

**Replace Section 9-1.16E(4) with:**

The City may withhold payments to cover claims filed under Civil Code § 9000 et seq. Stop payment notice information may be obtained from City.

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

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

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

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

**Replace entire Section 9-1.16E(6) with:**

**9-1.16E(6) Withhold Amount**

The City will withhold 5 percent of all progress payments as retention (Public Contract Code § 7201).

**Add new Section 9-1.16G:**

**9-1.16G Release of Retention**

This Contract is subject to the following provisions of California Public Contract Code § 7200 which provides as follows:

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

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

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

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

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

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

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

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

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

**9-1.16H Payments to Subcontractors**

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

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

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

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

**9-1.17B(1) Affidavit of Final Completion and Final Payment**

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

**9-1.17B(2) Rejection and Revision**

If the City rejects the Affidavit of Final Completion, specifying defective and/or uncompleted portions of the Work, the Contractor shall promptly remedy the defective and/or uncompleted portions of the Work. Thereafter, the Contractor shall give the City a revised Affidavit of Final Completion with a new date based on when the defective and/or

uncompleted portions of the Work were corrected. The foregoing procedure shall apply successively thereafter until the City accepts Contractor's Affidavit of Final Completion.

#### **9-1.17B(3) Documentation**

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

1. A full, complete and proper Final Application for Payment showing the proposed total amount due the Contractor, segregated as to Contract quantities, changes in the Work, and other basis for payments; deductions made or to be made for prior payments; amounts to be retained; any Claims the Contractor intends to file at that time or a statement that no Claims will be filed; and any unsettled Claims, stating amounts;
2. Written consent of surety(ies) to partial/full release of retention/final payment;
3. Contractor's written assurance that identified corrective work not complete and accepted will be completed by a stated date agreeable to the City;
4. The required Record Drawings (in reproducible format);
5. Reasonable proof that taxes, fees and similar obligations of Contractor have been paid;
6. Documentation that Contractor has inspected, tested, and adjusted performance of every system or facility of the Work to ensure that overall performance is in compliance with terms of the Contract Documents;
7. Reasonable proof that Contractor has discontinued and removed temporary facilities and services from the Site, along with construction tools and facilities, forms, and similar items except for Contractor's field office;
8. Reasonable proof that Contractor has provided instruction for the City's operating personnel on systems and equipment operational requirements;
9. A report on performance of completed installations after adjustment that appear unable to comply with the requirements of the Contract Documents;
10. The operating manuals for operating and maintaining the Work; and
11. Four (4) copies of all warranties from vendors and Subcontractors, operation and maintenance manuals, instructions and related agreements, equipment certifications and similar documents, and maintenance and operating instructions.

The Engineer reserves the right to not require any of the above submittals which the Engineer determines, in his/her sole discretion, is not applicable to a particular project.

#### **9-1.17B(4) Disbursement of Final Payment**

Pursuant to California Public Contract Code section 7107, if there is any dispute between the City and the Contractor at the time that disbursement of the final payment is due, the City may withhold from disbursement of the final payment an amount not to exceed one hundred fifty percent (150%) of the amount in dispute.

#### **9-1.17B(5) No Waiver of Claims by City**

The making of final payment shall not constitute a waiver of any Claims by the City including, but not limited to:

- 9-1.17B(6) WAIVER OF CLAIMS BY CONTRACTOR, SUBCONTRACTORS, AND SUPPLIERS**

**Add to Section 9-1.07B:**

**Delete Section 9-1.22:**

266

## **DIVISION II GENERAL CONSTRUCTION**

### **10 GENERAL**

#### **Replace *Reserved* Section 10-1.02A with:**

The Contractor's attention is directed to Sections 8-1.05 "Time" of these Special Provisions for the number of days allowed for this work.

The first order of work shall be for the Contractor to contact Underground Service Alert (U.S.A.) and to verify the location of all utilities in the vicinity of the work.

Attention is directed to Section 5-1.36C(3) for utility work, Sections 8-1.11 "Utility and Non-Highway Work" and 19-1.01A(1) "Pothole Utilities" of these Special Provisions..

In addition, the Contractor shall pothole utilities adjacent to the traffic signal poles prior to ordering any equipment. After it is determined that the pole locations shown on the plans can avoid utilities, Contractor can place the order for the traffic signal equipment. The Engineer shall be furnished a statement from the vendor that the order for the traffic signal equipment has been received and accepted by the vendor.

Prior to commencement of the traffic signal functional test at any location, all items of work related to signal control shall be completed and all roadside signs, pavement delineation, and pavement markings shall be in place at that location.

The Contractor shall prepare a traffic control plan that conforms to Section 12, "Construction Area Traffic Control Devices," of the City of Goleta Design and Construction Standards, the California MUTCD and as described within these Special Provisions prior to construction of each location. The traffic control plan shall include details regarding traffic signal operations to be approved by the City of Goleta Traffic Department.

Attention is directed to "Maintaining Traffic" and "Temporary Pavement Delineation" of these Special Provisions and to the stage construction sheets of the plans.

Attention is directed to "Progress Schedule (Critical Path Method)" of these Special Provisions regarding the submittal of a general time-scaled logic diagram within ten (10) days after approval of the contract. The diagram shall be submitted prior to performing any work that may be affected by any proposed deviations to the construction staging of the project.

The work shall be performed in conformance with the phases and stages of construction shown on the plans. Non-conflicting work in subsequent stages may proceed concurrently with work in preceding stages, provided satisfactory progress is maintained in the preceding stages of construction and with Engineer's written approval.

#### **Add to the end of Section 10-1.02C(2):**

Protect any irrigation component to be relocated before performing any other construction activity in the area.

#### **Add to the 3rd paragraph of Section 10-6:**

Nonpotable water must not be stream water.

^^

## **12 TEMPORARY TRAFFIC CONTROL**

### **Add to the end of Section 12-1.01**

#### **12-1.01A Traffic Maintenance**

Attention is directed to Sections 7-1.03 PUBLIC CONVENIENCE, 7-1.04, PUBLIC SAFETY, and Section 12 TEMPORARY TRAFFIC CONTROL of the State Standard Specifications and to the Section entitled "PUBLIC SAFETY" elsewhere in these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.04 PUBLIC SAFETY of the State Standard Specifications.

The minimum size specified for Type II flashing arrow signs in the table following the second paragraph of Section 12-3.30 FLASHING ARROW SIGNS of the State Standard Specifications is amended to read "36 inches by 72 inches".

In the State Standard Plans, Note 5 on Standard Plan T11, Note 6 on Standard Plan T12, and Note 5 on Standard Plan T13 are revised to read:

All traffic cones used for night work or remaining in the roadway overnight shall have reflective cone sleeves as specified in the specifications.

Section 12-3.02 TRAFFIC CONES of the State Standard Specifications is amended to read:

During the hours of darkness traffic cones shall be affixed with reflective cone sleeves. The reflective sheeting of sleeves on the traffic cones shall be visible at 1,000 feet at night under illumination of legal high beam headlights, by persons with vision of or corrected to 20/20.

Reflective cone sleeves shall conform to the following:

1. Removable flexible reflective cone sleeves shall be fabricated from the reflective sheeting specified in these Special Provisions, have a minimum height of 13 inches and shall be placed a maximum of 3 inches from the top of the cone. The sleeves shall not be in place during daylight hours.
2. Permanently affixed semitransparent reflective cone sleeves shall be fabricated from the semitransparent reflective sheeting specified in these Special Provisions, have a minimum height of 13 inches, and shall be placed a maximum of 3 inches from the top of the cone. Traffic cones with semitransparent reflective cone sleeves may be used during daylight hours.
3. Permanently affixed double band reflective cone sleeves shall have 2 white reflective bands. The top band shall be 6 inches in height, placed a maximum of 4 inches from the top of the cone. The lower band shall be 4 inches in height, placed 2 inches below the bottom of the top band. Traffic cones with double band reflective cone sleeves may be used during daylight hours.

The type of reflective cone sleeve used shall be at the option of the Contractor. Only one type of reflective cone sleeve shall be used on the project.

The Contractor shall be responsible for informing the public of the traffic conditions existing within the construction area at all times by placement of appropriate warning and advisory signs. The Contractor shall provide and maintain all traffic control and safety items. The Contractor assumes sole and complete responsibility for job and site conditions during the course of construction, including safety of all persons and property. This requirement shall apply continuously 24 hours/day and shall not be limited to normal working hours.

Full compensation for complying with the above requirements shall be considered as included in the contract price paid for Traffic Control, Traffic Control Plan, and Traffic Control Maintenance and no additional compensation will be allowed.

#### **12-1.01B Traffic Control Plan**

At the pre-construction meeting, the Contractor shall submit a traffic control plan showing traffic control measures and/or, if approved, detours for vehicles and pedestrians affected by the construction work. A maximum of five (5) working days will be required to review and provide the Contractor with comments on the plan. The Contractor shall revise the plan per the City's comments until the plan is accepted by the Engineer. The Contractor will not be allowed to begin work until the Engineer has accepted the traffic control plan.

The Traffic Control Plan shall cover all stages of work, per site, and include (but not limited to) the following information and detail: (1) Street closures and detours including pedestrian access and detours; (2) construction, warning, detour and restriction signs, including "No Parking", "Loose Gravel", "Construction Area Speed limit Signs," and "Bump Ahead" signs; (3) temporary striping and pavement markers; (4) barricades; (5) flashing arrow signs; (6) lighted message boards; (7) portable delineators; (8) traffic cones; (9) lights, flares, flaggers, and spacings.

A copy of the accepted Traffic Control Plan must be kept at the job site at all times, including Subcontractors.

Temporary lane closures will be allowed only during approved working hours. Contractor shall provide at least one lane in each direction on all existing streets throughout the construction project unless otherwise approved in writing by the Engineer.

When work is performed within an intersection, the Contractor shall place the traffic signal in red flash. The Contractor shall submit notification at least 48 hours in advance of placing a traffic signal on flashing red. The City shall provide written approval prior to signal reprogramming. If no work is being performed with an intersection, the Contractor shall place the traffic signal into normal operations. Flaggers are required to control traffic at intersections placed in red flash.

The Contractor shall cooperate with and notify the local police and fire department, ambulance services, post office, refuse collectors, Goleta Union School District, Santa Barbara Unified School District, Santa Barbara Metropolitan Transit District, and residents of proposed construction operations and traffic control operations a minimum of five working days before work is to begin in each work area. If changes are made to the traffic control plan, Contractor shall re-notify at least two working days before work is to begin. In addition, the Contractor shall make available a 24-hour telephone number in case of emergencies and/or problems.

The Contractor will be responsible for notifying residents and businesses of the proposed construction. Notifications shall be distributed to residents and businesses within a 100 foot radius of the job limits, including residents and businesses located on streets adjacent to the construction.

Notifications to affected residents and businesses within the project area shall consist of two (2) phases.

The first phase notifies the affected residents and businesses of the upcoming construction through the use of “door hanger” type formatted notifications. The notification shall state the street name, the working hours, and the anticipated begin and completion dates for each street. A sample of the required notification is located within Appendix A of these Special Provisions. The Contractor shall distribute the door hanger notifications a minimum of 5 (five) working days in advance of the work.

At the pre-construction meeting, Contractor shall provide the Engineer a copy of the proposed notification letter for acceptance.

Notifications shall be tucked neatly in doorjambs, handles, or partially under mats. Notifications shall not be glued, stapled, tacked, or otherwise attached to property. The Contractor shall take care to stay on designated walkways during delivery of notifications, and be polite to citizens encountered.

The second phase consists of the Contractor posting “No Parking” signs on barricades 48 hours prior to the work. The “No Parking” signs shall also include the exact working day that the resurfacing work will take place. A warning indicating that vehicles will be towed away at the owner’s expense shall also be included on the “No Parking” signs. In addition, the Contractor shall make available a 24-hour telephone number in case of emergencies and/or problems and shall post the telephone number on the “No Parking” signs. At the pre-construction meeting, Contractor shall submit to the Engineer a sample “No Parking” sign for acceptance. The Contractor shall be responsible for placing temporary “No Parking” signs in advance of any construction activity. Barricades shall be placed a maximum of 500 feet apart, on both sides of the affected street.

The Contractor shall be responsible for placing “Construction Speed Limit” signs on both sides of the affected street one (1) hour prior to the Street being opened to traffic. The speed limit for the “Construction Speed Limit” signs cannot be less than 10 mph below the posted speed. At the pre-construction meeting, Contractor shall submit to the Engineer a sample

“Construction Speed Limit” sign for acceptance. Signs shall be placed a maximum of 500 feet apart, on both sides of the affected street.

Emergency access to driveways, intersections, and residential streets shall be maintained at all times. If vehicles are parked in the working area, the Contractor shall not attempt to move the vehicle. The Contractor shall notify the Engineer immediately, and the Engineer shall make proper arrangements to remove the vehicle.

Lane and street closure shall not be allowed without proper advance warning devices, signing and flag persons in conformance with the State Standard Specifications and these Special Provisions. At the completion of each working day, all lanes of traffic shall be open to the public. Street closure shall not be allowed on schedule refuse collections days.

No separate payment will be made for any item of Traffic Control and Maintenance set forth in the State Standard Specifications to be paid for as extra work. Full compensation for all Traffic Control and Maintenance shall be included in this bid item.

The provisions in this section will not relieve the Contractor from his/her responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.04 PUBLIC SAFETY of the State Standard Specifications.

Full compensation for complying with the above requirements shall be considered as included in the contract price paid for Traffic Control, Traffic Control Plan, and Traffic Control Maintenance and no additional compensation will be allowed.

#### **12-1.01C Traffic Control**

Traffic Control shall include all labor, tools, equipment and materials required to provide, maintain, and remove all signage, flagmen, temporary barricades, and appurtenances to provide traffic control within the project limits as set forth in the State Standard Specifications, these Special Provisions, and as directed by the Engineer.

A specialty construction zone traffic control Contractor, shall be responsible for setting up and removing all traffic control. A specialty Contractor includes a Contractor whose operations are concerned with preparing or removing roadway construction zones, lane closures, flagging, or traffic diversions on roadways, utilizing portable devices, such as cones, delineators, barricades, sign stands, flashing beacons, flashing arrow trailers, and changeable message signs, on roadways including, but not limited to, public streets, highways, or any public conveyance.

The Contractor shall have on their payroll a person responsible for all traffic control required for this project. The person shall be on site at all times whenever traffic control is in effect. Contractor shall identify this person at the pre-construction meeting.

Should the Contractor decide to subcontract the traffic control portion of this project, the subcontractor shall be available as previously described. In addition, the Contractor shall also appoint a person to oversee the traffic control operations. The Contractor's appointee

shall be available and responsible to implement the necessary traffic control plan according to the accepted traffic control plan and the latest edition of the California Manual on Uniform Traffic Control Devices (MUTCD).

Any vehicle used to place, maintain, or remove components of a traffic control system on multilane highways at night shall be equipped with a Type II flashing arrow sign which shall be in operation at all times while the vehicle is being used for placing, maintaining, or removing said components. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion.

During the working hours as set forth above, the Contractor may, with the Engineer's approval, close one of the traffic lanes in each direction to perform the required work. Lane closure shall not be allowed without proper advance warning devices and signing, and flag person control in conformance with the State Standard Specifications, and these Special Provisions. The Engineer shall be the sole judge of the spacing, length, and sequence of the lane closure areas. At the completion of each working day, all existing lanes of traffic shall be maintained open to traffic and temporary traffic markers shall be placed (if necessary). Provisions must be made for the uninterrupted passage of emergency vehicles through the project limits at all times, regardless of controlled traffic conditions existing at the time.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

The Contractor shall be responsible for making access available at any time during the workday to emergency vehicles such as fire/rescue units, ambulances, and police cars.

The Contractor shall cooperate and allow the City work crews to use the traffic control system when set up for the Contractor's work. The Contractor is not obligated to maintain the traffic control system beyond his/her scheduled activities.

Full compensation for complying with the above requirements shall be considered as included in the contract price paid for Traffic Control, Traffic Control Plan, and Traffic Control Maintenance and no additional compensation will be allowed.

Intersection Detours plan shall be submitted and accepted to the Engineer at least five (5) working days prior to the start of any work. When the intersection detour plan is in place the intersection shall be in red flash, have flaggers, and kept open to through traffic.

At all intersections, the Contractor shall provide a minimum of two (2) flaggers per intersection while the intersections are in red flash, as determined by the Engineer.

The Contractor shall diligently progress with operations within signalized intersections and communicate with the Engineer for restoring signalized intersections to normal

operations once the Contractor's operations are complete within the limits of signalized intersections.

#### **12-1.01D Contractor Conformance to Traffic Lane Closure Hours**

Non-compliance with the traffic lane closure hours shown in the charts above will result in a deduction from the Contractor's progress payment as outlined in section 8-1.10 Liquidated Damages.

**Delete Section 12-1.04:**

**Replace Section 12-3.01D with:**

Notwithstanding any provisions of the State Standard Specifications and these Special Provisions to contrary, the contract lump sum price for "Traffic Control, Traffic Control Plan, and Traffic Control Maintenance" will constitute full compensation for furnishing, installing, and removing traffic control devices, including signs, covers, lights, flares, cones, barricades, flagmen, and other items necessary for the safety, sole convenience, and direction of public traffic through and around the work area, as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer.

The provisions in this section will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.04 PUBLIC SAFETY of the State Standard Specifications.

**Add to Section 12-3.11:**

#### **12-3.11 CONSTRUCTION AREA SIGNS**

In addition to Section 12-3.11 CONSTRUCTION AREA SIGNS of the State Standard Specifications, construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in Section 12 TEMPORARY TRAFFIC CONTROL of the State Standard Specifications and these Special Provisions.

**Add to Section 12-8:**

### **MEASUREMENT AND PAYMENT**

All work for traffic control including the work identified in this section shall be included in the lump sum item for "**Traffic Control**" in the Bid Schedule. The work shall include full compensation for furnishing all labor including flagging costs, materials (including signs, barricades, delineators, CMSs, and other warning devices), tools, equipment, and incidentals, for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system, postings, notifications, street closures, temporary pavement delineation, as specified in the State Standard Specifications and these Special Provisions, and as directed by Engineer.

No separate payment will be made for any item of Traffic Control and Maintenance set forth in the State Standard Specifications to be paid for as extra work.

AA

## 13 WATER POLLUTION CONTROL

In addition to the requirements of Section 13 WATER POLLUTION CONTROL of the State Standard Specifications, Best Management Practices (BMP) devices conforming to those shown within Appendix A of these Special Provisions shall be installed and maintained by the Contractor. BMP's shall remain in place during the full construction processes, plastic and or roofing paper is not acceptable to be used for drainage covers.

**Replace Section 13-7.03D with:**

### 13-7.03D Payment

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for lump sum of Placement and Maintenance of BMP's and shall include materials, application of the materials, maintenance, including labor, equipment, tools and incidentals for this item of work and no additional compensation will be allowed therefor.

**AA**

## 14 ENVIRONMENTAL STEWARDSHIP

### Replace Section 14-2.03A with:

If archaeological materials, including but not limited to human skeletal material and disarticulated human bone, are discovered at the job site, protect and leave undisturbed and in place archaeological materials in accordance with the following codes and these Special Provisions:

1. California Public Resources Code, Division 5, Chapter 1.7 § 5097.5
2. California Public Resources Code, Division 5, Chapter 1.75 § 5097.98 and § 5097.99
3. California Administrative Code, Title 14 § 4308
4. California Penal Code, Part 1, Title 14 § 622-1/2
5. California Health and Safety Code, Division 7, Part 1, Chapter 2, § 7050.5

Immediately upon discovery of archaeological materials, stop all work within a 60-foot radius of the archaeological materials and immediately notify the Engineer who will then notify the City of Goleta Public Works Department. Archaeological materials found during construction are the property of the State. Do not resume work within the 60-foot radius of the find until the Engineer gives the Contractor written approval. If, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of an archeological find or investigation or recovery of archeological materials, the Contractor will be compensated for resulting losses and an extension of time will be granted in the same manner as provided for in Section 8-1.07 DELAYS of the State Standard Specifications.

If remains of Native American origin are discovered during project construction, it will be necessary to comply with state laws concerning the disposition of Native American burials, which fall within NAHC's jurisdiction (PRC 5097). If any human remains are discovered or recognized in any location other than a dedicated cemetery, there will be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the following steps occur:

- The Santa Barbara County coroner (805-681-4145) has been informed and has determined that no investigation of the cause of death is required. If the remains are of Native American origin, one of the following occurs:
- The descendants of the deceased Native Americans have made a recommendation to the landowner or person responsible for the excavation work for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in PRC 5097.98.
- NAHC has been unable to identify a descendant, or the descendant failed to make a recommendation within 24 hours after being notified.

According to the California Health and Safety Code, six or more human burials at one location constitute a cemetery (Section 8100) and disturbance of Native American cemeteries is a felony (Section 7052). Section 7050.5 requires that construction or excavation be stopped in the vicinity of discovered human remains until the coroner can

determine whether the remains are Native American. If the remains are determined to be Native American, the coroner must contact NAHC within 24 hours.

Archaeological materials are the physical remains of past human activity and include historic-period archaeological materials and prehistoric Native American archaeological materials. Nonhuman fossils are not considered to be archaeological except when showing direct evidence of human use or alteration or when found in direct physical association with archaeological materials as described in these Special Provisions.

Historic-period archaeological materials include cultural remains beginning with initial European contact in California, but at least 50 years old. Historical archaeological materials include:

1. Trash deposits or clearly defined disposal pits containing tin cans, bottles, ceramic dishes, or other refuse indicating previous occupation or use of the site
2. Structural remains of stone, brick, concrete, wood, or other building material found above or below ground or
3. Human skeletal remains from the historic period, with or without coffins or caskets, including any associated grave goods

Prehistoric Native American archaeological materials include:

1. Human skeletal remains or associated burial goods such as beads or ornaments
2. Evidence of tool making or hunting such as arrowheads and associated chipping debris of fine-grained materials such as obsidian, chert, or basalt
3. Evidence of plant processing such as pestles, grinding slabs, or stone bowls
4. Evidence of habitation such as cooking pits, stone hearths, packed or burnt earth floors or
5. Remains from food processing such as concentrations of discarded or burnt animal bone, shellfish remains, or burnt rocks used in cooking

The City may use other forces to investigate and recover archaeological materials from the location of the find. When ordered by the Engineer furnish labor, material, tools and equipment, to secure the location of the find, and assist in the investigation or recovery of archaeological materials and the cost will be paid for as extra work as provided in Section 4-1.05 CHANGES EXTRA WORK of the State Standard Specifications.

**Replace *Reserved* in Section 14-6.07 with:**

#### **14-6.07 OAK ROOT PROTECTION**

Do not operate equipment within the dripline of oak trees.

**Replace the 2nd paragraph of Section 14-8.02 with:**

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 dbA at a distance of 50 feet. This requirement in no way relieves

the Contractor from responsibility for complying with local ordinances regulating noise level.

In addition, the Contractor shall conform to the City Goleta Municipal Code.

All noise-generating project construction activities are limited to Monday through Friday, 8:00 a.m. to 5:30 p.m. Exceptions must be requested in writing and authorized by the Engineer. Prepare a Noise Mitigation Measures submittal for approval in advance of any construction activities planned to be performed after hours or on weekends/holidays. Post a sign at least 24 X 48 inches in size stating the noise limitations at the job site.

Each internal combustion engine, used for any purpose on the job, or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. Internal combustion engines without an appropriate muffler are not allowed on the job site.

Follow the following general noise reduction strategies:

1. Use modern construction equipment
2. Plan noisiest operations for times of least intrusion
3. Use quieter alternate methods or equipment when possible
4. Locate stationary noise sources away from sensitive receiver locations
5. Operate equipment at minimum power as feasible

In addition to the requirements of Section 14-8 NOISE AND VIBRATION of the State Standard Specifications, noise level requirements shall apply to all equipment used on the project including, but not limited to, trucks, transit mixers or transient equipment that may not be owned by the Contractor. The use of loud signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

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

**Replace *Reserved* of section 14-9.04 with:**

**14-9.04 CONSTRUCTION DUST CONTROL**

Apply water or dust palliative to the site and wash equipment as necessary to control airborne dust. During construction, use water trucks or sprinkler systems to keep all areas of vehicle movement damp to prevent dust from leaving the site and to create a crust after each day's activities cease. At a minimum, wet down such areas in the late morning and after work is completed for the day. Increase watering frequency whenever wind speed exceeds 15 miles per hour. Dust emissions at adjacent property lines must not exceed 20 percent opacity more than an aggregate of 3 minutes in any 60-minute period.

Grading and scraping operations must be suspended when wind speeds exceed 20 mph.

Minimize the amount of disturbed area and limit on-site vehicle speeds to 15 miles per hour.

Install gravel pads at construction site access points. All gravel, dirt, and construction material must be cleaned from the public right-of-way at a minimum of once a day at the end of the work day.

If importation, exportation, and stockpiling of fill material is needed, soil stockpiled for more than two (2) days must be covered, kept moist, or treated with soil binders to prevent dust generation. Trucks transporting fill material to and from the site must be tarped.

If an area is graded and left undeveloped for over four weeks utilize soil binders or revegetation immediately to inhibit dust generation:

No demolition or construction materials, debris, or waste shall be placed or stored where it may enter sensitive habitat, receiving waters or a storm drain, or be subject to wave, wind, rain, or tidal erosion and dispersion).

No demolition or construction equipment, materials, or activity shall be placed in or occur in any location that would result in impacts to environmentally sensitive habitat areas, streams, wetlands or their buffers.

Any and all debris resulting from demolition or construction activities shall be removed from the project site within 24 hours of completion of the project.

Demolition or construction debris and sediment shall be removed from work areas each day that demolition or construction occurs to prevent the accumulation of sediment and other debris that may be discharged into coastal waters.

All trash and debris shall be disposed in the proper trash and recycling receptacles at the end of every construction day.

The applicant shall provide adequate disposal facilities for solid waste, including excess concrete, produced during demolition or construction.

Debris shall be disposed of at a permitted disposal site or recycled at a permitted recycling facility. If the disposal site is located in the coastal zone, a coastal development permit or an amendment to this permit shall be required before disposal can take place unless the Director determines that no amendment or new permit is legally required.

#### **Add to the end of Section 14-9.02:**

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.07 DELAYS of the State Standard Specifications.

**Replace *Reserved* in Section 14-11.08 with:**

#### **14-11.08A GENERAL**

Section 14-11.08 includes specifications for management of regulated material containing ADL. Management of the material includes:

1. Excavating
2. Loading and unloading containers or trucks
3. Stockpiling
4. Transporting
5. Placing
6. Disposal

Manage regulated material containing ADL under the rules and regulations of the following agencies:

1. US Department of Transportation
2. US EPA
3. California Environmental Protection Agency
4. CDPH
5. DTSC
6. Cal/OSHA
7. California Department of Recycling and Recovery
8. California Air Resources Board
9. RWQCB, Region 3, Central Coast
10. Santa Barbara County APCD

The Department entered into agreement Docket No. ESPO-SMA 15/16-001 Soil Management Agreement for Aerially Deposited Lead-Contaminated Soils with the DTSC (ADL Agreement) regarding the management of regulated material containing ADL. As the responsible entity and the generator of waste, only the Department determines material classification. For the ADL agreement, go to the Caltrans Hazardous Waste Management website.

Regulated material containing ADL is present within the project limits and the ADL Agreement applies. Management of regulated material containing ADL exposes workers to health hazards that must be addressed in the Contractor's lead compliance plan under section 7-1.02K(6)(j)(ii).

#### **14-11.08B DEFINITIONS**

**average ADL concentration:** Average ADL concentration calculated using the 95 percent upper confidence limit.

**regulated material:** ADL-contaminated material that has average ADL concentrations over 80 mg/kg total lead or equal to or greater than 5 mg/L soluble lead tested using the California Waste Extraction Test (CA-WET) or equal to or greater than 5 mg/L soluble lead tested using the Toxicity Characteristic Leaching Procedure (TCLP).

**Type R-1:** Regulated material that may be reused on the job site if placed at least 5 feet above the maximum historical elevation of the water table and covered with at least 1 foot of unregulated material with a pH greater than 5 or pavement.

#### **14-11.08C SITE CONDITIONS**

Concentration data and sample location maps for regulated material are included in the *Information Handout*.

Type R-1 material exists from the surface to below the existing grade as shown and listed in the following table:

<u>Location</u>	<u>Elements of work</u>	<u>Depth</u>
<u>"WB1" Sta 6+36 to 7+19</u>	<u>217 Southbound onramp</u>	<u>0 to 1 ft</u>

#### **14-11.08D SUBMITTALS**

##### **14-11.08D(1) General**

Not Used

##### **14-11.08D(2) Perimeter Air Monitoring Requirements**

Not Used

##### **14-11.08D(3) Excavation and Transportation Plan**

Within fifteen (15) days of Contract approval, submit 3 copies of an excavation and transportation plan for regulated material. Allow ten ([10](#)) days for review. If the plan requires revisions, the Department provides comments. Submit a revised plan within 7 days of receiving comments. The Engineer may allow construction to proceed while minor revisions or amendments are being completed.

The excavation and transportation plan must comply with:

1. DTSC regulations
2. ADL Agreement
3. Cal/OSHA regulations

The excavation and transportation plan must include:

1. Procedures for managing the material.
2. Excavation schedule by location and date.
3. Locations for temporary stockpiles.
4. Survey methods for burial locations for Type R-1 material.

5. Type R-1 material soil cover source area.
6. Dust control measures.
7. Transportation equipment and routes.
8. Method for preventing spills and tracked material onto public roads.
9. Truck waiting and staging areas.
14. Example of a bill of lading to be carried by trucks transporting Type R-1 material on public roads outside the controlled access construction zone. The bill of lading must include:
  - 14.1. US Department of Transportation description, including shipping name
  - 14.2. Hazard class
  - 14.3. Identification number
  - 14.4. Handling codes
  - 14.5. Quantity of material
  - 14.6. Volume of material
15. Spill contingency plan for regulated material containing ADL.
16. Copies of the contract plan sheets where the location and depth of the existing regulated material are shown, as an attachment.
17. Copies of the contract plan sheets where the location and depth of Type R-1 material burial locations are shown, as an attachment.

#### **14-11.08D(4) Burial Location Report**

Within 5 business days of completing placement of Type R-1 material at a burial location, submit a report for that burial location that includes:

1. "Burial Location of Soil Containing Aerially Deposited Lead (Topographic Survey)" form
2. Electronic geospatial vector survey data shapefiles of the top and bottom of the burial location with polygon feature classes containing the location and attributes of the burial site. Provide polygon feature classes in a shapefile that is comprised of a minimum of four files with the extensions of .shp, .shx, .dbf and .prj. Include the following attribute data:
  - 2.1. Contractor
  - 2.2. Contract number
  - 2.3. District
  - 2.4. County
  - 2.5. Route
  - 2.6. PM Start
  - 2.7. PM End

2.8. Project EA

2.9. Project name

2.10. Burial location number

Submit the report to the Engineer and to:

[ADL@dot.ca.gov](mailto:ADL@dot.ca.gov)

The Engineer notifies the Contractor of acceptance or rejection of the burial location report within 5 business days of receipt. If the report is rejected, the Contractor has 5 business days to submit a corrected report. Each burial location report prepared for a survey required under section 14-11.08I, including electronic files, is considered a submittal required by the contract. Failure to submit more than one submittal required by section 14-11.08I is considered multiple performance failures under section 9-1.16E(3).

#### **14-11.08D(5) Bill of Lading**

Submit copies of the bills of lading used as an informational submittal upon placement of Type R-1 material in its final location.

#### **14-11.08D(6) Disposal Documentation**

Not Used

#### **14-11.08E DUST CONTROL**

Prevent visible dust migration under section 14-11.04 during management of regulated material.

#### **14-11.08F AIR MONITORING**

Not Used

#### **14-11.08G STOCKPILING**

Stockpile Type R-1 material under section 14-11.05 for no more than 90 days. The Department does not pay for stockpiling unless stockpiling is ordered.

#### **14-11.08H PLACEMENT**

Place Type R-1 material as shown.

Cover for Type R-1 must comply with section 6-1.03B.

#### **14-11.08I SURVEYING BURIAL SITE**

Topographically survey the location of the bottom and top of each area where the Contractor bury Type R-1 material (burial locations). Topographic surveys must be performed by or under the direction of one of the following:

1. Land surveyor licensed under the Bus & Prof Code Ch 15, starting with § 8700
2. Civil Engineer licensed before January 1, 1982 under the Bus & Prof Code Ch 7 starting with § 6700

At a minimum, topographic surveys consist of collecting northing, easting, and elevation information of survey points along cross sections lines of the Type R-1 material burial locations, where the cross section line intervals are 25 feet, at a maximum, with a

Report each burial location in California state plane coordinates in US survey feet within the appropriate zone of the California Coordinate System of 1983 (CCS83) and in latitude and longitude. Reference horizontal positions to CCS83. Use epoch [1991.35](#). Perform the survey to a horizontal accuracy of 0.3 ft as described in Figure 5.1A of the Caltrans Surveys Manual. Reference each horizontal position to a roadway horizontal alignment, indicating a station and offset. The elevation of points identifying the burial location must locate the bottom and top of Type R-1 material to an accuracy of 0.3 ft vertically. Reference elevations of the bottom and top of Type R-1 material to the project vertical datum. Report accuracy of spatial data in US Survey feet under Caltrans Orders of Accuracy in the Caltrans Surveys Manual Chapter 5.

Before traveling on public roads outside the controlled access construction zone, remove loose and extraneous regulated material from outside surfaces of containers and the cargo areas of trucks. Place tarpaulins or other cover over the cargo as described in the authorized excavation and transportation plan. The Contractor are responsible for costs due to spillage of regulated material during transport. Transportation routes for Type R-1 material must only include the highway within the job site limits.

## 14-11.08K DISPOSAL

Laws and regulations that govern disposal of regulated material include:

- The Department does not pay for additional sampling and analysis required by disposal facilities.

Not Used

AA

## **15 EXISTING FACILITIES**

### **Add to Section 15-1.03:**

#### **Protection and Restoration of Existing Improvements**

- A. In addition to Section 5-1.36, "Property and Facility Preservation," of the State Standard Specifications the following shall apply. Contractor shall protect existing pavement, striping, manholes, utilities, sidewalks, curbs, gutter, curb ramps, valley gutters, and driveways at all equipment crossings. Contractor shall provide materials to shore and brace excavation areas in order to prevent existing structures, private properties and permanent improvements from failure or damage during construction. If requested, provide shoring design calculations and details for review by Engineer. Damage to existing structures, private properties, and permanent improvements due to construction work conducted by Contractor shall be restored to existing or better condition with no additional cost to City.
- B. Contractor agrees to assume sole and complete responsibility for protection of public and private property in the vicinity of the job site and further agrees to, at Contractor's expense, repair or replace to original condition all existing improvements within or in the vicinity of the job site which are not designated for removal, and which are damaged or removed as a result of Contractor's operations.
- C. Repair or replacement must be completed within three (3) working days from the date the damage occurred, unless immediate repair or replacement is determined to be necessary by Engineer. If Contractor fails to restore existing improvements in a timely manner, within the timeframe specified, City may complete the work and costs will be deducted from payments due Contractor.
- D. Contractor must coordinate operations such that damage to newly constructed improvements is avoided. In the event newly constructed improvements, shown on the Contract Documents, interfere with other project work or is necessary for safety or access and must be removed and replaced, City will only pay for the improvements to be constructed one time. Multiple replacements or work necessary for the convenience of Contractor shall be considered performed at Contractor's expense.

#### **Utility Requirements and Potholing**

##### **General**

- A. Attention is directed to Contractor to the existence of underground utilities within the project limits. Contractor must verify the location, size, and type of all existing utilities prior to construction. Utilities include, but are not limited to; telephone, electricity, gas, fiber-optic cable, cable television lines, traffic signal systems, communication systems, petroleum lines, water, irrigation systems, storm drains and sanitary sewers.

- B. When the Plans or Specifications provide for Contractor to alter, relocate, or reconstruct a utility, all costs for such work must be included in the Bid for the items of work necessitating such work. Temporary or permanent relocation or alterations of utilities requested by Contractor for its convenience are Contractor's responsibility and Contractor must make all arrangements and bear all costs.
- C. Contractor must obtain all necessary permits and notify the utility agencies at least two business days in advance of excavating around any of their facilities. It is the responsibility of Contractor to coordinate all phases of construction with the various utility companies involved.
- D. Contractor must notify Underground Service Alert at 811 at least two business days prior to any excavation or construction work. Paint indications for underground utilities must be limited to only those areas to be affected. Contractor must document USA markings with photographs or video and must provide a copy of the photographs and video to Engineer. Contractor must remove any painting marks that remain after the construction is complete as follows:
  - a. When placing markings on the pavement or other right-of-way areas to indicate the location of underground facilities, Contractors and/or utility companies are required to use a temporary water-based marking chalk with a visibility life not to exceed three weeks. Contractor must arrange for markings to be removed as needed. In the event that a Contractor or utility company uses a non-approved marking material, it shall be the responsibility of Contractor to ensure the complete removal of all pavement markings remaining upon completion of the permitted work. If Contractor fails to properly and completely remove all pavement markings, City may affect the removal and deduct from payments due or become due Contractor for both direct and indirect costs as determined by Engineer.

### **Utility Verification**

- A. The location and existence of utilities shown on the plans are approximate and taken from available records. Contractor must verify the location of existing utilities, by potholing or other suitable methods, and must take all precautions to protect them whether shown or not. The exact location and identification of all existing utilities must be determined by Contractor prior to the start of any work.
- B. Contractor must physically locate, verify horizontal and vertical locations, and map existing underground facilities within the work area that are marked by Underground Service Alert (USA), shown on the drawings or visible in the field. Contractor must protect all such facilities from damage due to construction activities for the duration of the project. In the event any such unknown facilities or substructures should be disturbed or damaged due to the failure of Contractor's exercising reasonable care, Contractor must at once make necessary emergency

repair at no cost to and to the approval of the owner. In the event the utility owner requires its own forces or approved vendors to perform such repairs, Contractor must coordinate and cooperate with the utility to complete the repairs. All costs for repairs, staff time, direct and indirect costs, and any costs billed by the utility must be borne by Contractor and costs may be deducted from payments due or to become due Contractor. Contractor is responsible for following all applicable rules and regulations concerning work in the vicinity of underground and/or overhead utilities.

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

## **Payment**

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

### **Add to Section 15-1.03D:**

Prior to cold planing on streets to have a uniform depth of the existing surface removed, all utility frames, covers, grates and manholes shall be lowered such that the cutting teeth of the planing machine passes over the adjusted lid without causing damage to the lid or frame. Contractor shall not start lowering utilities sooner than ten (10) working days before paving. Contractor shall be responsible for maintaining any temporary asphalt fill material over these facilities until the final paving surface is installed. The Contractor shall furnish and install new utility boxes where affected by construction activities. Within two (2) working days after final paving, the Contractor shall clearly mark or reference all lowered utilities in case emergency access is required by the agency responsible for operation of the sewer and water system.



## DIVISION III EARTHWORK AND LANDSCAPE

## 17 GENERAL

**Add to Section 17-2.01:**

Contractor shall remove all branches which hang within fifteen (15) feet above finished roadway grade, and all other vegetation along roadway and in limits of work area. Vegetation shall be trimmed a minimum of twelve (12) inches beyond the edge of pavement construction limit, or as necessary for paving operations, HMA dike construction, or concrete improvements.

Landscaping shall be restored back to existing conditions or as close to existing conditions as feasibly possible.

**Add to Section 17-2.04:**

Full compensation for conforming to all requirements specified in this section shall be considered as included in the contract prices paid for other items of work and no additional compensation will be allowed therefor.

[illegible]

## **19 EARTHWORK**

### **Add to Section 19-1.01:**

#### **Pothole Utilities**

Prior to construction, the Contractor shall contact Underground Service Alert (U.S.A.) to field locate and mark at the surface, existing utilities and utilities structures within the project area. The Contractor shall "pothole" existing underground utilities at any location where an existing utility may be in conflict with the proposed work. The pothole information shall be submitted to the Engineer ten (10) working days after the Notice to Proceed. Submit information a minimum of ten working days in advance of starting construction. Utility agencies shall be provided a notice of at least 72 hours prior to potholing their facilities to schedule field personnel to be onsite to observe and advise during potholing operations. If existing potholed utility information is shown on the Plans or provided in Supplemental Project Information, the City makes no guarantee that the potholed underground utility remains at the same alignment and depth away from the pothole location.

At the pre-construction meeting, the Contractor shall submit a potholing plan and schedule showing the pothole locations. A maximum of five (5) working days will be required to review and provide the Contractor with comments on the plan and schedule. The Contractor shall revise the plan per the City's comments until the plan is accepted by the Engineer. The Contractor will not be allowed to begin work until the Engineer has accepted the traffic control plan.

A representative from the City shall be onsite during the pothole operations. The Contractor shall submit pothole and survey information to the Engineer as stated in these Special Provisions.

The following information shall be collected for each pothole:

1. Description of location, street name, stationing, offset, and alignment (e.g. parallel or perpendicular to pipeline)
2. Street structural section
3. Size and type of utility and utility owner, and
4. depth of utility infrastructure measured from finished grade to the top of utility.
5. Where duct banks or concrete encased utilities are encountered, the top and bottom depths from finished grade shall be collected and included with the above information.

In the event realignment of the proposed improvement is necessary because of conflicts, and the realignment materially changes the character of the planned work, the work can be performed at agreed lump sum, force account, or increases or decreases in the unit cost of the Work per the provisions of Section 4-1.05 CHANGES OF EXTRA WORK and Section 4-1.06 DIFFERING SITE CONDITIONS (23 CFR 635.109) of the State Standard Specifications.

Backfilling of potholing excavations shall be per the provisions contained in the General Requirements of these Special Provisions and the requirements of the State Standard Specifications, and the City of Goleta Engineering Design Standards.

Potholing shall be performed such that the trench width does not exceed two and one-half feet (2.5'). Excavation exceeding 2.5 feet in width shall not be calculated in the volume computed for payment. Unless otherwise approved by the Engineer, the maximum trench length shall be six feet (6').

### **Unmarked Utilities**

All utilities, abandoned or live, not shown on the Plans that cross the excavation but do not physically conflict with the installation of the subgrade items of the Bid Proposal will be paid for under this item. A crossing shall be defined as any pipe, cable, conduit including signal and lighting, or duct structure that in the opinion of the Engineer crosses the excavation within 60 degrees of a line perpendicular to the excavation. If more than one utility crosses within a 15-inch-long section of the trench, then all the utilities in that cross section will be paid as one. Crossings that are more than 60 degrees from perpendicular, run parallel in the excavation, or physically conflict with the installation will be paid for on a time and material basis in accordance with Section 9 of the State Standard.

The quantity shown in the Proposal for this item shall be considered approximate. No guarantee is made or implied that the quantity will not be reduced, increased, or deleted as may be required by the Engineer. This item has been included in anticipation of encountering unmarked utility crossings during construction. If no unmarked utility crossings are encountered, then this item will be deleted.

Full compensation for conforming to the requirements of this section shall be considered as included in the per each unmarked utility. Payment shall be at the unit price bid per each unmarked utility crossing and shall include full compensation for furnishing all labor, materials, tools and equipment, and incidentals for performing all work necessary to excavate around and support existing utilities in place, pavement cutting and removal, excavation, backfilling and repaving or other surface restoration as specified Plans, these Special Provisions, the City of Goleta Engineering Design Standards, and as directed by the Engineer.

### **Add to Section 19-1.03B:**

Unsuitable material is defined as material Engineer determines to be:

1. Of such unstable nature as to be incapable of being compacted to specified density using ordinary methods at optimum moisture content, or
2. Too wet to be properly compacted and circumstances prevent in-place drying prior to incorporation into the work, or
3. Otherwise unsuitable for the planned use.

Contractor shall remove only what can be replaced during the same work period.

### **Add to Section 19-9.01:**

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

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

Shoulder backing shall start no sooner than three (3) calendar days and shall be completed no more than seven calendar days after completion of the adjacent paving.

**Add to Section 19-9.02:**

Pavement grindings shall not be used for shoulder backing material.

**Add to Section 19-9.04:**

Shoulder backing will be paid on a **lineal foot** basis along the pavement edge as “**Install Shoulder Backing**”. The unit cost bid for shoulder backing will be considered full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all the work involved as detailed in the State Standard Specifications, these Special Provisions, and the plans and typical sections. No additional compensation will be allowed therefor.

^^

## **20 LANDSCAPE**

### **Add to Section 20-1.01:**

These items include root pruning and removal under concrete and pavement repairs, trimming vegetation and tree canopies, tree removal and tree replacement. All work associated with these items are as described herein. Contractor shall coordinate with City representative to have City Arborist onsite to review and monitor work as needed and receive approval from City Arborist prior to all tree or root trimming, pruning, removal and replacement operations. When requesting City Arborist presence on worksite, Contractor shall provide a minimum of 72-hour notice.

Contractor shall have the following tools available at all times for root and tree work:

- Hand saw
- Pole saw
- Lopper
- Axe
- Hatchet
- Digging bar/spud bar (with cutting end)
- Chainsaw
- Belt sander (60 grit)
- Bosch multi-tool (or similar)
- Reciprocating saw/saws all

Trimming, pruning and removal by other means not listed above is subject to approval by City Arborist.

### **Add to Section 20-1.03F:**

#### **Root Pruning and Removal**

Contractor shall remove all tree roots under the concrete or pavement to be repaired to a depth of 12 inches below the subgrade. The area where roots have been removed shall be backfilled with native material or Class 2 Aggregate Base. The area to be backfilled shall be scarified prior to the addition of backfill and shall be compacted to 90% relative compaction under concrete repairs and 95% under pavement repairs.

- All root pruning and removal shall be performed under the direct supervision of an International Society of Arboriculture (ISA) certified arborist. All root pruning shall comply with ANSI A300, Part 8 (2020) "Root Management" specifications 85 and 86.2 - 86.4 as well as ANSI A300, Part 5 (2019) "Management of Trees During Construction" specification 55.3.
- The City Arborist shall be onsite for pruning of any root that is 2 inches in diameter or larger.

- When roots (2-inch diameter and larger) are encountered during excavation, Contractor shall not tear or break roots using mechanical equipment such as an excavator or backhoe. Hand tools shall be used to expose roots, and roots will be cleanly cut.
- If the cut ends of tree roots will be exposed for more than eight hours, the cut ends of the roots shall be wrapped with fabric then plastic and kept moist until backfill is installed. When backfill is installed, the fabric and plastic shall be removed from the cut ends of roots.

Any damage done to adjacent pavement, concrete or other improvements due to the failure to sever roots at the limits of the repair shall be repaired at Contractor's expense.

### **Tree Trimming**

Contractor shall trim tree canopies at certain intersections where the canopies currently obstruct the visibility of the traffic signal or signage. Contractor shall trim the canopies so that they are at least 15 feet above the roadway surface.

- All tree trimming shall be performed under the direct supervision of an ISA certified arborist. Tree trimming shall comply with ANSI A300, Part 1 (2017) "Standard Practices (Pruning)" specifications 5.2, 7.1, 7.3, and 8.0.
- The City Arborist shall be on site for pruning of any branch that is 2 inches in diameter or larger.

### **Tree Removal**

At the discretion of the City Arborist, Contractor shall remove trees that are deemed unstable due to root pruning and removal. Public notification is required no less than five (5) days prior to removing any trees. The City will post proper public notifications and no tree may be removed until the City verifies that the public notification period is complete.

### **Damage to Trees**

If Contractor damages trees, beyond the root and canopy pruning required to complete construction (as specified by the City Arborist), Contractor shall then provide restitution to the City. For trees destroyed, removed, or significantly damaged, restitution shall be calculated using the Cost Approach with the Reproduction Method with the Trunk Formula Technique as set forth in the "Guide for Plant Appraisal, 10<sup>th</sup> Edition Revised". For trees with damage that can be repaired (below the levels of destroyed, removed, or significantly damaged), restitution shall be calculated using the Cost Approach with the Repair Method with the Direct Technique as set forth in the aforementioned Guide. The damage assessment and above calculations will be performed by the City Arborist.

For any tree that has been removed, Contractor shall replace the tree. Type and placement shall be per County of Santa Barbara Standard Plans and direction of the City Arborist.

Measurement and payment for “**Prune & Remove Tree Roots Under HMA Repairs**” will be paid on a unit price bid per **square foot** basis as identified in the Bid Schedule and will be considered full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; locating, severing and removing roots; supplying, installing and compacting backfill; coordination with City Arborist; and incidentals necessary to complete the work in accordance with the State Standard Specifications and these Special Provisions.

Measurement and Payment for **“Remove and Replace Tree (Allowance)”** and **“Trim Vegetation/Tree Canopy in Work Zone (Allowance)”** will be paid at the contract unit price as indicated in the Bid Schedule. The unit costs will include full compensation for furnishing all labor, materials, tools, equipment, transportation, disposal and incidentals; coordination with City Arborist; and incidentals necessary to complete the work in accordance with the State Standard Specifications and these Special Provisions. Payment for these items will only be made on an allowance basis and only for the work completed. The Contract will have no claim to that portion of the allowance which is not necessary for the project.

[illegible]

## DIVISION IV SUBBASES AND BASES

### 30 RECLAIMED PAVEMENT

**Replace Section 30-4.01C(2)(b) with:**

The City shall provide the mix design and application rate. Requested changes to application rate by Contractor must have prior approval by Engineer.

**Assume two percent (2%) quicklime & two percent (2%) cement for bidding. See bid schedule for more details.**

**Replace “FDR—Cement Quality Characteristic Sampling Locations and Testing Frequencies” Table in Section 30-4.01D(3)(b) with:**

**FDR – Quicklime/Cement Quality Characteristic Sampling Locations and Testing Frequencies**

Quality Characteristics	Test Method	Maximum Sampling and Testing Frequency	Sampling Location
Gradation	CT 202	Test Strip and 1 per Lot	Loose Mix Behind Mixer <sup>a</sup>
Quicklime/Cement Spread Rate	Calibrated tray (or equivalent)	Test Strip and 1 per Lot	Under Quicklime/Cement Truck
Unconfined Compressive Strength	ASTM D 1633	Test Strip and 1 per 2 Lots	Loose Mix Behind Mixer <sup>a</sup>
Laboratory Maximum Wet Density	CT 216	Test Strip and 2 per day, or 1 per change of material (whichever is greater)	Loose Mix Behind Mixer <sup>a</sup>
Relative Compaction <sup>b</sup>	CT 231	Test Strip and 1 per Lot	Compacted Mix

<sup>a</sup> Sample immediately after mixing is complete

<sup>b</sup> Verify the moisture content reading made under California Test 231 with California Test 226

**Replace Section 30-4.01D(4) with:**

The City accepts FDR—quicklime/cement based on:

1. Visual inspection for the following:

- 1.1. No segregation, raveling, or loose material
- 1.2. Variance must not be more than 0.05 foot measured from the lower edge of a 12-foot straightedge
- 1.3. Uniform surface texture throughout the work limits

2. Compliance with the quality characteristics shown in the following table:

### FDR—Quicklime/Cement Requirements for Acceptance

Quality characteristic	Test method	Value
Quicklime/Cement application rate (lb/sq yd)	Calibrated tray or equal	Mix design rate $\pm$ 5%
Relative compaction (min, %, wet density)	California Test 231	95
Thickness (ft) <sup>a</sup>	Field Thickness measurements	$\pm$ 0.05 of the thickness shown

<sup>a</sup>FDR—quicklime/cement thickness for each lot. The thickness must be within 0.05 foot of the thickness shown. Verify the thickness at a location determined by, and in the presence of the engineer by one of the following methods:

- 2.1. Excavate a test pit that is at least 1 by 1-foot and use phenolphthalein
- 2.2. Survey equipment

**Replace “FDR-Cement Quality Characteristic Requirements” Table in Section 30 with:: wit**

### FDR-Quicklime/Cement Quality Characteristic Requirements

Quality characteristic	Test method	Requirement
Gradation (%, passing) Sieve Size 3 inch 2 inch 1-1/2 inch	California Test 202	100 95–100 85–100
Moisture content (%)	California Test 226	Mix design $\pm$ 2 percent
Unconfined compressive strength (psi)	ASTM D1633 <sup>a</sup>	300 psi (min.)
Laboratory maximum wet density (lb/cu ft)	California Test 216	Use for relative compaction calculation
Relative compaction (min, %) (wet density) <sup>b</sup>	California Test 231	95

<sup>a</sup>Method A, except:

1. Test specimens must be compacted under ASTM D1557, Method A or B.
2. Test specimens must be cured by sealing each specimen with 2 layers of plastic at least 4-mil thick. The plastic must be tight around the specimen. Seal all seams with duct tape to prevent moisture loss. Sealed specimens must be placed in an oven for 7 days at  $100 \pm 5$  degrees F. At the end of the cure period, specimens must be removed from the oven and air-cooled. Duct tape and plastic wrap must be removed before capping. Specimens must not be soaked before testing.

<sup>b</sup>Verify the moisture content reading made under California Test 231 with California Test 226.

**Add to Section 30-4.02F:**

Quicklime must comply with Section 24-2.02 of the State Standard Specifications

**Add to Section 30-4.03A:**

Special instructions for construction timing on quicklime/cement subgrade treatment streets:

- Contractor shall not commence work on quicklime/cement treatment streets until there is a forecasted two-week (14 calendar day) window of dry weather (0% precipitation). Contractor must complete all paving work within the two-week window. Paving work consists of pulverizing existing pavement, base, and native sections, removal of the excess pulverized material, cement or quicklime treatment of the remaining pulverized material, and placement of the hot mix asphalt as shown on the plans. The schedule for this work will be reviewed and approved by City prior to the commencement of work.

During initial mixing of quicklime, maintain the in-place moisture of the basement material to be stabilized within a range of 1 percent below to 2 percent above the optimum moisture.

**Add to Section 30-4.03E:**

Mix quicklime on the same day it is applied. After the initial mixing, allow a mellowing period for at least 24 hours before mixing of cement.

**Replace paragraphs 4 through 7 of Section 30-4.03G with:**

Apply a coat of diluted asphaltic emulsion to the finished surface when it is damp but free of standing water. The application rate of asphaltic emulsion must be from 0.13 to 0.25 gal/sq yd. Do not water after applying asphaltic emulsion. Do not open to traffic without authorization. The emulsion seal can be waived if Contractor can provide a method to keep the FDR layer moist to provide adequate cement hydration and dust control up to the time the FDR is paved. Do not open to traffic without authorization.

Maintain the FDR—quicklime/cement surface free of ruts, bumps, indentations, raveling, and segregation. Repair damaged FDR—quicklime/cement material with minor HMA.

If thickness checks performed each lot indicates FDR—quicklime/cement thickness is less than the specified thickness by more than 0.05-foot, core in the vicinity of the noncompliant core to determine the extent of the deficient thickness. Remove the FDR—quicklime/cement material deficient in thickness by cold planing to a depth of 0.20-foot below the finished FDR—quicklime/cement grade. Replace the planed FDR—quicklime/cement with the HMA specified for the project and compact under Section 39-2.01C of the State Standard Specifications.

**Replace Section 30-4.04 with:**

**2025 ARTERIAL PAVEMENT PROJECT**  
CITY PROJECT NO. N/A  
SP-97

Measurement and Payment for **“Trim, Remove and Dispose 5" Pulverized Material, Regrade”** will be paid per **square foot** and will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in removing the excess pulverized material, rough grading, as shown on the Plans, as specified in the State Standard Specifications, in these Special Provisions, and as directed by Engineer.

The estimated quantity shown in the bid schedule for quicklime serves as a placeholder and can be revoked if quicklime treatment is not deemed necessary by Engineer's mix design.

Quantity of cement and lime is subject to increased or decreased quantity and will be the difference between the specified theoretical quantity of cement or lime and the quantity of cement or lime used. Subsection 9-1.06B, "Increases of More Than 25 Percent" and subsection 9-1.06C, "Decreases of More than 25 Percent" shall not apply to the cement and lime bid items.

299

## **DIVISION V SURFACINGS AND PAVEMENTS**

### **37 BITUMINOUS SEALS**

#### **Replace Section 37-3.01C(5)(e) with:**

After completing, setting, and rolling the slurry seal and micro-surfacing, any loose material shall be immediately removed by sweeping with a vacuum sweeper on the day of application. Interim sweeping using a vacuum sweeper shall be accomplished as more loose material appears. **At a minimum, interim sweeping shall be accomplished on the 3<sup>rd</sup>, 7<sup>th</sup>, 14<sup>th</sup>, and 21<sup>st</sup> day after surfacings. A final post-construction sweeping of all the maintenance streets shall be performed thirty (30) calendar days after completion of all surfacings.**

Entire street surfaces, including sidewalks and driveways, shall be swept to the satisfaction of the City. No loose material will be allowed in the street, gutters, sidewalks, or other areas. If necessary, Contractor shall employ additional vacuum sweepers to remove the loose materials.

Final cleaning of the streets shall include removal of any tracked material, misapplied slurry seal, cleaning of all utility covers of any new or old materials, and removal of any miscellaneous debris resulting from construction activities.

#### **Replace Section 37-3.01D with:**

Measurement and payment for sweeping will be paid on a unit cost basis as identified in the Bid Schedule and include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, providing quality control, and for doing all the work involved in sweeping after applications of slurry seals and micro-surfacings on the project streets as shown on the plans, as specified in the State Standard Specifications and in these Special Provisions, and as directed by Engineer.

#### **Add to Section 37-3.03A(1):**

Micro-surfacing shall consist of mixing a polymer modified, emulsified asphalt, mineral aggregate, water, and additives, proportioned, mixed, and uniformly spread over a properly prepared surface as directed by Engineer. Micro-surfacing should be capable of performing in variable thickness cross-sections such as ruts, scratch courses and milled surfaces.

#### **Add to Section 37-3.03A(3):**

Contractor shall submit the following items:

- 1) Test reports for Emulsified Asphalt
- 2) Gradation and Test reports for aggregate
- 3) Micro-Surfacing Mix Design

**Add to Section 37-3.03B(2):**

The emulsified asphalt shall be polymer modified. The polymer material shall be milled or blended into the asphalt or emulsifier solution prior to the emulsification process. In general, three percent polymer solids by weight of asphalt is considered the minimum.

**Replace Section 37-3.03B(3):**

The aggregate shall be black rock pending submittal approval from Engineer and a crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or combination thereof. To assure the material is 100 percent crushed, the parent aggregate will be larger than the largest stone in the gradation used.

**Black Rock:** Aggregate shall be 100% crushed with no rounded particles, volcanic in origin and black in color, as supplied by George Reed, Table Mountain, Sonora, CA or Equal.

The aggregate should meet agency specified polishing values and these minimum requirements:

TEST	TEST METHOD	SPECIFICATION
	ASTM	
Sand Equivalent Value of Soils and Fine Aggregate	D 2419	65 Minimum
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	C 88	15% Maximum w/NA <sub>2</sub> SO <sub>4</sub> 25% Maximum w/MgSO <sub>4</sub>
Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine <sup>1</sup>	C 131	30% Maximum

<sup>1</sup>The abrasion test is run on the parent aggregate gradation

When tested in accordance with CTM 202, the mix design aggregate gradation shall be as specified below:

<b>SIEVE SIZE</b>	<b>TYPE II PERCENT</b>	<b>STOCKPILE TOLERANCE</b>
3/8 (9.5 mm)	100	
# 4 (4.75 mm)	90-100	±5%
# 8 (2.36 mm)	65-90	±5%
# 16 (1.18 mm)	45-70	±5%
# 30 (600 um)	30-50	±5%
# 50 (330 um)	18-30	±4%
#100 (150 um)	10-21	±3%
#200 (75 um)	5-15	±2%

The gradation of the aggregate stockpile shall not vary by more than the stockpile tolerance from the mix design gradation (indicated in the table above) while also remaining within the specification gradation band. The percentage of aggregate passing any two successive sieves shall not change from one end of the specified range to the other end.

The aggregate will be accepted at the job location or stockpile based on three gradation tests sampled according to CTM 202. If the average of the three tests is within the stockpile tolerance from the mix design gradation, the material will be accepted. If the average of those test results is out of specification or tolerance, Contractor shall remove the material. Screening shall be required at the stockpile if there are any problems created by oversized materials in the mix.

**Replace Section 37-3.03B(4) with:**

Mineral filler may be used to improve mixture consistency and to adjust mixture breaking and curing properties. Portland cement, hydrated lime, limestone dust, fly ash, or other approved filler meeting the requirements of ASTM D 242 shall be used if required by the mix design.

Use levels shall be between 0.0 - 3.0 percent and may be considered part of the aggregate gradation.

**Replace Section 37-3.03B(5) with:**

A minimum of ten (10) working days before the work begins, Contractor shall submit a signed mix design covering the specific materials to be used on the project. This design will be performed by a laboratory which has experience in designing micro-surfacing.

After the mix design has been approved, no material substitution will be permitted unless approved by Engineer.

Compatibility of the aggregate, polymer-modified emulsified asphalt, water, mineral filler, and other additives shall be evaluated in the mix design. The mix design shall be completed using materials consistent with those supplied by Contractor for the project. The mix shall meet the following requirements:

TEST	ISSA TB NO.	SPECIFICATION
Mix Time @ 77°F (25°C)	TB 113	Controllable to 120 Seconds Minimum
Wet Cohesion @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic)	TB 139	12 kg-cm Minimum 20 kg-cm or Near Spin Minimum
Wet Stripping	TB 114	Pass (90% Minimum)
Wet-Track Abrasion Loss Six-day Soak	TB 100	50 g/ft <sup>2</sup> (538 g/m <sup>2</sup> ) Maximum
Lateral Displacement Specific Gravity after 1,000 Cycles of 125 lb (56.71 kg)	TB 147	5% Maximum 2.10 Maximum
Excess Asphalt by LWT Sand Adhesion	TB 109	50 g/ft <sup>2</sup> (538 g/m <sup>2</sup> ) Maximum
Classification Compatibility	TB 144	11 Grade Points Minimum (AAA, BAA)

The laboratory shall report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect) according to AASHTO T19 (ASTM C29). The percentage of each individual material required shall be shown in the laboratory report.

The component materials shall be designed within the following limits:

<b>COMPONENT MATERIALS</b>	<b>SPECIFICATION LIMITS</b>
Residual Asphalt	5.5 - 10.5% by dry weight of aggregate
Mineral Filler	0.0 - 3.0% by dry weight of aggregate
Polymer	Minimum of 3.0% solids based on bitumen weight content
Additives	As needed
Water	As required to produce proper mix consistency

**Add Section 37-3.03B(7):**

The water shall be potable water, free from harmful soluble salts and compatible with the other components.

**Add Section 37-3.03B(8):**

Additives may be used to accelerate or retard the break/set of the micro-surfacing, but the micro-surfacing must be open to traffic within one hour of placement.

Appropriate additives, and their applicable use range, shall be included in the laboratory mix design.

**Add to Section 37-3.03C(3):**

All equipment, tools, and machines used in the application of micro-surfacing shall be maintained in satisfactory working condition at all times.

The machine shall be specifically designed and manufactured to apply micro-surfacing. The material shall be mixed by an automatic-sequenced, self-propelled micro-surfacing mixing machine. It shall be a continuous-flow mixing unit that accurately delivers and proportions the mix components through a revolving multi-blade, double-shafted mixer. Sufficient storage capacity for all mix components is required to maintain an adequate supply to the proportioning controls.

When specifying continuous machinery to minimize transverse joints, the specified machine must be capable of loading materials while continuing to apply micro-surfacing. The continuous-run machine shall be equipped to provide the operator with full control of the forward and reverse speeds during application. It shall be equipped with opposite-side driver stations to assist in alignment. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be of original-equipment-manufacturer design.

Individual volume or weight controls for proportioning mix components shall be provided and properly labeled. These proportioning devices are used in material calibration to determine the material output at any time.

The mixture shall be agitated and spread uniformly in the surfacing box by means of twin-shafted paddles or spiral augers fixed in the spreader box. A front seal shall be provided to ensure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved, and a free flow of material is provided to the rear strike-off. The spreader box shall have suitable means provided to side shift the box to compensate for variations in the pavement geometry.

A secondary strike-off shall be provided to improve surface texture. The secondary strike-off shall be adjustable to match the width of the spreader box and allow for varying pressures to control the surface texture.

Each mixing unit to be used in the performance of the work shall be calibrated in the presence of Engineer prior to the start of the project. Calibration of the equipment shall conform to the appropriate procedures in CTM 309. Previous calibration documentation covering the exact materials to be used may be acceptable, provided that no more than 60 days have lapsed. The documentation shall include an individual calibration of each material at various settings that can be related to the machine metering devices. Any component replacement affecting material proportioning requires that the machine be recalibrated. No machine will be allowed to work on the project until the calibration has been completed and/or accepted.

### **Timing and Traffic Control**

The break/set of the micro-surfacing shall be such that traffic can be placed on it within one hour of placement. At least one lane of traffic in each direction must be open at all times unless approved by the Engineer.

#### **Add to Section 37-3.03C(5):**

Contractor shall ensure that the street scheduled for micro-surfacing is open to traffic within one hour of placing micro-surfacing. Liquidated damages of \$500 per 10-minute increment shall be applied for failure to meet the one-hour requirement.

### **Weather Limitations**

Micro-surfacing shall not be applied if either the pavement or air temperature is below 60 degrees Fahrenheit and falling but may be applied when both pavement and air temperatures are above 60 degrees Fahrenheit and rising. No micro-surfacing shall be applied when there is the possibility of freezing temperatures at the project location within 24 hours after application. The micro-surfacing shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time.

### **Surface Preparation**

Immediately prior to applying the micro-surfacing, the surface shall be cleared of all loose material, silt spots, vegetation, and other objectionable material. Any standard cleaning method will be acceptable. If water is used, cracks shall be allowed to dry thoroughly before applying micro-surfacing. Manholes, valve boxes, drop inlets and other service entrances shall be protected from the micro-surfacing by a suitable method. City will approve the surface preparation prior to surfacing.

No tack coat shall be required. Crack sealing shall be performed in accordance with other portions of the Special Provisions.

All utility covers shall be covered prior to application of micro-surfacing.

Contractor shall remove and dispose of all painted, preformed, and thermoplastic paint markings; and all raised pavement markers prior to placing micro-surfacing. Removal methods shall conform to Section 84-9 of the State Standard Specifications.

### **Application**

Micro-surfacing shall be placed at least 24 hours after placement of crack seal. A test strip shall be constructed at a location approved by Engineer at least one day prior to the actual micro-surfacing placement.

When local conditions warrant, the surface shall be fogged with water ahead of the spreader box. The rate of application of the fog spray may be adjusted as the temperature, surface texture, humidity, and dryness of the pavement change.

The micro-surfacing shall be of the appropriate consistency upon leaving the mixer. A sufficient amount of material shall be carried in all parts of the spreader at all times so that complete coverage is obtained. Overloading of the spreader box shall be avoided. No lumps or unmixed aggregate shall be permitted. No dry aggregate either spilled from the lay-down machine or existing on the road will be permitted.

No streaks, such as those caused by oversized aggregate or broken mix, shall be left in the finished surface. If excessive streaking develops, the job will be stopped until Contractor proves to Engineer that the situation has been corrected. Excessive streaking is defined as more than four drag marks greater than 1/2-inch wide and 4 inches long, or 1-inch wide and 3 inches long, in any 30 square-yard (SY) area. No transverse ripples or longitudinal streaks of 1/4-inch in depth will be permitted, when measured by placing a 10-foot straight edge over the surface.

The micro-surfacing mixture shall be of the proper consistency at all times so as to provide the application rate required by the surface condition. The application rate shall be between 14-16 LB/SY. Application rates are based upon the weight of dry aggregate in the mixture.

No excess buildup, uncovered areas, or unsightly appearance shall be permitted on longitudinal or transverse joints. Contractor shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the project. When possible, longitudinal joints shall be placed on lane lines. Partial width passes will only be used when necessary and shall not be the last pass of any paved area. A maximum of 3 inches shall be allowed for overlap of longitudinal joints. Also, the joint shall have no more than a 1/4-inch difference in elevation when measured by placing a 10-foot straight edge over the joint and measuring the elevation difference.

The micro-surfacing shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess liquids which create segregation of the aggregate. Spraying of additional water into the spreader box will not be permitted.

Areas which cannot be accessed by the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. If necessary, the area to be hand-worked shall be lightly dampened prior to mix placement. As much as possible, handwork shall exhibit the same finish as that applied by the spreader box. All handwork shall be completed prior to final surfacing.

Lines at intersections, curbs, and shoulders will be kept straight to provide a good appearance. A suitable material will be used to mask off the end of streets to provide straight lines. Longitudinal edge lines shall not vary by more than  $\pm 2$  inches horizontal variance in any 100-foot length.

The micro-surfacing shall not overlap the gutter by more than 1-inch. Any micro-surfacing in excess of 1-inch shall be removed by heating and scraping.

Micro-surfacing shall be rolled by a self-propelled, 8- to 10-ton (maximum) pneumatic tire roller equipped with a water spray system. All tires should be inflated per manufacturer's specifications. Rolling shall not start until the micro-surfacing has cured sufficiently to avoid damage by the roller. Areas which require rolling shall receive a minimum of three full coverage passes.

#### **Replace Section 37-3.03D Payment with:**

The measurement and payment for **“Crack Seal & Micro-Surfacing W/ Black Rock”** will be made at the contract unit price bid indicated in the Bid Schedule. Such payment will be considered full compensation for furnishing all labor, material, and equipment necessary to complete the work in accordance with the State Standard Specifications and these Special Provisions. No additional compensation will be allowed therefor.

#### **Add to Section 37-4.02A:**

Fog seals shall comply with Section 37-4.02, “Fog Seals”, of the 2018 Caltrans Standard Specifications.

Measurement and payment for **“Fog Seal”** shall be on a unit cost basis as identified in the Bid Schedule and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying fog seal as shown on the plans, as specified in the State Standard Specifications and in these special provisions, and as directed by the Engineer.

This work shall consist of mechanically routing cracks, cleaning, applying sterilant, and filling the cracks with rubber asphalt joint seal as specified in these Special Provisions, and as directed by Engineer. All cracks 1/8-inch wide or wider shall be sealed.

The crack sealant shall be a mixture of paving asphalt and ground rubber, and shall conform to ASTM D 5078, Type II.

During all construction operations, Contractor shall protect cracks cleaned for sealing from intrusions of solid foreign materials into the groove or into the sealant. Immediately prior to applying the sealant, the cracks shall be mechanically routed and then cleaned with high pressure air jets to remove all residue and foreign material. Cracks wider than 1/4-inch do not need to be routed prior to crack filling. Any cracks that contains existing weed growth shall be treated with an Environmental Protection Agency (EPA) approved herbicide composed of glyphosate and oryzalin, combined and applied according to label directions. Water jets will not be allowed. Crack surfaces shall be surface dry at the time the sealant is applied.

Crack seal materials shall be placed in conformance with the manufacturer's recommendations. Crack seal materials shall not be placed when the surface temperature is below 50 degrees Fahrenheit.

The finished crack seal shall be bonded to the crack such that there is no separation or opening between the sealant and the crack edge and there shall be no cracks, separation or other opening in the sealant.

Contractor shall remove crack seal material that is not placed within the conformance of these Special Provisions, clean cracks as specified herein and then reseal the cracks at their expense.

The measurement and payment for crack sealing will be included in the contract unit price for **“Crack Seal & Micro-Surfacing”**. No additional compensation will be allowed therefor.

[illegible]

### 39 ASPHALT CONCRETE

**Replace the 3<sup>rd</sup> Paragraph and Table in Section 39-2.01A(4)(i)(ii) with:**

For the percent of maximum theoretical density, the following table shall apply to deductions for average compaction of a subplot:

<b>Reduced Payment Factors for Percent of Maximum Theoretical Density</b>			
HMA Type A Percent of Maximum Theoretical Density	Reduced Payment Factor	HMA Type A Percent of Maximum Theoretical Density	Reduced Payment Factor
92.0	0.0000	97.0	0.0000
91.9	0.0125	97.1	0.0125
91.8	0.0250	97.2	0.0250
91.7	0.0375	97.3	0.0375
91.6	0.0500	97.4	0.0500
91.5	0.0625	97.5	0.0625
91.4	0.0750	97.6	0.0750
91.3	0.0875	97.7	0.0875
91.2	0.1000	97.8	0.1000
91.1	0.1125	97.9	0.1125
91.0	0.1250	98.0	0.1250
90.9	0.1375	98.1	0.1375
90.8	0.1500	98.2	0.1500
90.7	0.1625	98.3	0.1625
90.6	0.1750	98.4	0.1750
90.5	0.1875	98.5	0.1875
90.4	0.2000	98.6	0.2000
90.3	0.2125	98.7	0.2125
90.2	0.2250	98.8	0.2250
90.1	0.2375	98.9	0.2375
90.0	0.2500	99.0	0.2500
< 90.0	Remove and Replace	> 99.0	Remove and Replace

#### **Add to Section 39-2.02A(1):**

Comply with Section 39-2, "Hot Mix Asphalt", of the 2018 Caltrans Standard Specifications (Unrevised) except as modified in these Special Provisions.

#### **Add to Section 39-2.02A(3):**

Submit JMF information on Form CEM-3511 and Form CEM-3512. Submit Form CEM-3513 or CEM-3514 for mixes that have been verified within last twelve (12) months. Provide the most recent CEM-3513 if mix has not been verified within the last twelve (12) months. For unverified mixes or out of date mix tests, final acceptance will be based on production startup tests and Contractor shall be paving at their own risk.

Submit Quality Control Plan that conforms to the current Caltrans Quality Control Plan Review Checklist for Hot Mix Asphalt. Allow twenty (20) calendar days for review.

**Add to Section 39-2.02A(4)(e):**

**Engineer's Acceptance**

**Materials Acceptance**

The Engineer may withhold acceptance in the event of any failing test result until the Contractor has addressed the failing material to the Engineer's satisfaction.

The Engineer may sample the hot mix asphalt from truck beds at the plant, from the hopper of the paving machine, or from the mat behind the paver at their discretion. The Contractor shall facilitate the sampling process.

The Engineer will test for conformance with aggregate quality characteristics at the beginning of the Project.

The Engineer will test air void content once per day.

Additional testing will be performed at the Engineer's discretion.

**Compaction Acceptance**

Sublots to determine compaction testing shall be based on the following:

Each 750 tons, or part thereof, placed on an individual street in a paving day. If over 750 tons are placed in a single paving day on an individual street, up to 150 tons over 750 tons can be moved into the previous 750-ton subplot.

If multiple streets are paved in a day, each street shall be considered its own subplot with multiple sublots on streets where greater than 750 tons are placed.

The in-place density shall be between ninety-two percent (92.0%) and ninety-seven percent (97.0%) of maximum theoretical specific (Rice) gravity using a nuclear gauge. Compaction testing shall be performed using a nuclear gauge on all placed HMA unless otherwise discussed with the Engineer. Final compaction is based on the average nuclear gauge results for the subplot. The nuclear gauge shall be core correlated the first day of paving using as many cores as the Engineer deems appropriate.

If nuclear gauge compaction testing results are failing, the Contractor can request coring to verify the results. Three (3) cores shall be sampled for each subplot and the average of the three (3) cores for each subplot shall determine the in-place density. The core locations shall be determined using random sampling charts in CTM 375. The Engineer will mark the core locations.

Cores may be taken up to five (5) calendar days after placement and may be 4 or 6 inches in diameter. The Engineer will provide results within three (3) working days of receiving the cores.

Passing cores will be paid for by the City. Failing cores shall be paid for by the Contractor. If the core testing produces both passing and failing cores, the cost will be prorated between the Contractor and the City.

The Contractor shall have hand-compaction equipment immediately available for compacting all areas inaccessible to rollers. Hand-compaction shall be performed concurrently with breakdown rolling. If for any reason, hand-compaction falls behind breakdown rolling, further placement of hot mix asphalt shall be suspended until hand-compaction is completed. Hand-compaction includes vibraplates and hand tampers. Hand torches shall be available for rework of areas that have cooled.

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

**Add to the 3<sup>rd</sup> Subsection in Section 39-2.02A(4)(e):**

**HMA-SP50 -- 50 Gyration Mix Design**

**Type A HMA-SP50 Mix Design Requirements**

Quality characteristic	Test method	Requirement
Air voids content (%)	AASHTO T 269 <sup>a</sup>	N <sub>initial</sub> > 8.0 N <sub>design</sub> = 4.0 N <sub>max</sub> > 2.0
Gyration compaction (no. of gyrations)	AASHTO T 312	N <sub>initial</sub> = 6 N <sub>design</sub> = 50 N <sub>max</sub> = 75
Gyration compaction (compactor ram pressure)	AASHTO T 312	600kPa
Voids in mineral aggregate (min, %) <sup>b</sup> Gradation: No. 4 3/8-inch 1/2-inch 3/4-inch	MS-2 Asphalt Mixture Volumetrics	15.5–18.5 14.5–17.5 13.5–16.5 12.5–15.5
Dust proportion	MS-2 Asphalt Mixture Volumetrics	0.5–1.4
Hamburg wheel track (min number of passes at 0.5-inch rut depth) Specified Binder grade: PG 58 PG 64 PG 70 PG 76 or higher	CALIFORNIA TEST 389 <sup>c, d</sup>	8,000 12,000 15,000 20,000
Moisture susceptibility, tensile strength ratio (min)	AASHTO T 283 <sup>c, e</sup>	70

<sup>a</sup>Calculate the air voids content of each specimen using AASHTO T 275, Method A, to determine bulk specific gravity. Use AASHTO T 209, Method A, to determine theoretical maximum specific gravity. Mix design specimen at OBC must be N<sub>design</sub> ± 0.3%, production air voids must be N<sub>design</sub> ± 1.5%.

<sup>b</sup>Measure bulk specific gravity using AASHTO T 275, Method A.

<sup>c</sup>Test plant-produced Type A HMA.

<sup>d</sup>Stripping inflection point is report only.

<sup>e</sup>Freeze thaw required.

In-place acceptance requirements for VMA shall be 1.0% below the design requirements. For all other quality characteristics in-place acceptance and design requirements are the same.

**HMA-SP65 -- 65 Gyration Mix Design**  
**Type A HMA-SP65 Mix Design Requirements**

Quality characteristic	Test method	Requirement
Air voids content (%)	AASHTO T 269 <sup>a</sup>	N <sub>initial</sub> > 8.0 N <sub>design</sub> = 4.0 N <sub>max</sub> > 2.0
Gyration compaction (no. of gyrations)	AASHTO T 312	N <sub>initial</sub> = 7 N <sub>design</sub> = 65 N <sub>max</sub> = 95
Gyration compaction (compactor ram pressure)	AASHTO T 312	600kPa
Voids in mineral aggregate (min, %) <sup>b</sup> Gradation: No. 4 3/8-inch 1/2-inch 3/4-inch	MS-2 Asphalt Mixture Volumetrics	15.5–18.5 14.5–17.5 13.5–16.5 12.5–15.5
Dust proportion	MS-2 Asphalt Mixture Volumetrics	0.5–1.4
Hamburg wheel track (min number of passes at 0.5-inch rut depth) Specified Binder grade: PG 58 PG 64 PG 70 PG 76 or higher	CALIFORNIA TEST 389 <sup>c, d</sup>	10,000 15,000 20,000 25,000
Moisture susceptibility, tensile strength ratio (min)	AASHTO T 283 <sup>c, e</sup>	70

<sup>a</sup>Calculate the air voids content of each specimen using AASHTO T 275, Method A, to determine bulk specific gravity. Use AASHTO T 209, Method A, to determine theoretical maximum specific gravity. Mix design specimen at OBC must be N<sub>design</sub> ± 0.3%, production air voids must be N<sub>design</sub> ± 1.5%.

<sup>b</sup>Measure bulk specific gravity using AASHTO T 275, Method A.

<sup>c</sup>Test plant-produced Type A HMA.

<sup>d</sup>Stripping inflection point is report only.

<sup>e</sup>Freeze thaw required.

In-place acceptance requirements for VMA shall be 1.0% below the design requirements. For all other quality characteristics in-place acceptance and design requirements are the same.

Replace the Table in the 3<sup>rd</sup> Subsection in Section 39-2.02A(4)(e) with:

**HMA-SP85 -- 85 Gyration Mix Design**

**Type A HMA-SP85 Mix Design Requirements**

Quality characteristic	Test method	Requirement
Air voids content (%)	AASHTO T 269 <sup>a</sup>	N <sub>initial</sub> > 8.0 N <sub>design</sub> = 4.0 N <sub>max</sub> > 2.0
Gyration compaction (no. of gyrations)	AASHTO T 312	N <sub>initial</sub> = 8 N <sub>design</sub> = 85 N <sub>max</sub> = 130
Gyration compaction (compactor ram pressure)	AASHTO T 312	600kPa
Voids in mineral aggregate (min, %) <sup>b</sup> Gradation: No. 4 3/8-inch 1/2-inch 3/4-inch	MS-2 Asphalt Mixture Volumetrics	15.5–18.5 14.5–17.5 13.5–16.5 12.5–15.5
Dust proportion	MS-2 Asphalt Mixture Volumetrics	0.6–1.3
Hamburg wheel track (min number of passes at 0.5-inch rut depth) Specified Binder grade: PG 58 PG 64 PG 70 PG 76 or higher	CALIFORNIA TEST 389 <sup>c, d</sup>	10,000 15,000 20,000 25,000
Moisture susceptibility, tensile strength ratio (min)	AASHTO T 283 <sup>c, e</sup>	70

<sup>a</sup>Calculate the air voids content of each specimen using AASHTO T 275, Method A, to determine bulk specific gravity. Use AASHTO T 209, Method A, to determine theoretical maximum specific gravity. Mix design specimen at OBC must be N<sub>design</sub> ± 0.3%, production air voids must be N<sub>design</sub> ± 1.5%.

<sup>b</sup>Measure bulk specific gravity using AASHTO T 275, Method A.

<sup>c</sup>Test plant-produced Type A HMA.

<sup>d</sup>Stripping inflection point is report only.

<sup>e</sup>Freeze thaw required.

In-place acceptance requirements shall conform with Section 39-2.02.

**Add to Section 39-2.02B(1):**

**Materials**

**Asphalt Binder**

The grade of asphalt binder for all HMA Type A shall be PG 64-10.

**Warm mix technology shall not be used.**

**Aggregate**

The hot mix asphalt to be used shall be as follows unless modified by the Plans or these Special Provisions:

Remove and Replace Areas or Digouts:	1/2-inch Type A, 3/4-inch Type A may be used if the lift thickness is greater than 0.20-foot (2.4 inches).
---	---

Base and Intermediate Courses:	1/2-inch Type A, 3/4-inch Type A may be used if the lift thickness is greater than 0.20-foot (2.4 inches).
-----------------------------------	---

Leveling Courses:	3/8-inch Type A or No. 4 Type A
-------------------	---------------------------------

Surface Courses:	1/2-inch Type A
------------------	-----------------

**Add to Section 39-2.02B(2) Type A Hot Mix Asphalt Mix Design:**

The hot mix asphalt mix design shall follow the 2018 Caltrans Standard Specifications except as modified below, the number of gyrations to be used for the mix design shall be as designated on the plans or in these specifications.

The mix design, including the number of gyrations and aggregate size, shall be shown on each delivery ticket.

The Tensile Strength Ratio (TSR) shall be 70 minimum.

**Add to Section 39-2.02B(2):**

**HMA-SP50 -- 50 Gyration Mix Design**

**Type A HMA-SP50 Mix Design Requirements**

Quality characteristic	Test method	Requirement
Air voids content (%)	AASHTO T 269 <sup>a</sup>	N <sub>initial</sub> > 8.0 N <sub>design</sub> = 4.0 N <sub>max</sub> > 2.0
Gyration compaction (no. of gyrations)	AASHTO T 312	N <sub>initial</sub> = 6 N <sub>design</sub> = 50 N <sub>max</sub> = 75
Gyration compaction (compactor ram pressure)	AASHTO T 312	600kPa
Voids in mineral aggregate (min, %) <sup>b</sup> Gradation: No. 4 3/8-inch 1/2-inch 3/4-inch	MS-2 Asphalt Mixture Volumetrics	16.5–19.5 15.5–18.5 14.5–17.5 13.5–16.5
Dust proportion	MS-2 Asphalt Mixture Volumetrics	0.5–1.4
Hamburg wheel track (min number of passes at 0.5-inch rut depth) Specified Binder grade: PG 58 PG 64 PG 70 PG 76 or higher	CALIFORNIA TEST 389 <sup>c, d</sup>	8,000 12,000 15,000 20,000
Moisture susceptibility, tensile strength ratio (min)	AASHTO T 283 <sup>c, e</sup>	70

<sup>a</sup>Calculate the air voids content of each specimen using AASHTO T 275, Method A, to determine bulk specific gravity. Use AASHTO T 209, Method A, to determine theoretical maximum specific gravity. Mix design specimen at OBC must be N<sub>design</sub> ± 0.3%, production air voids must be N<sub>design</sub> ± 1.5%.

<sup>b</sup>Measure bulk specific gravity using AASHTO T 275, Method A.

<sup>c</sup>Test plant-produced Type A HMA.

<sup>d</sup>Stripping inflection point is report only.

<sup>e</sup>Freeze thaw required.

In-place acceptance requirements for VMA shall be 1.0% below the design requirements. For all other quality characteristics in-place acceptance and design requirements are the same.

**HMA-SP65 -- 65 Gyration Mix Design**  
**Type A HMA-SP65 Mix Design Requirements**

Quality characteristic	Test method	Requirement
Air voids content (%)	AASHTO T 269 <sup>a</sup>	N <sub>initial</sub> > 8.0 N <sub>design</sub> = 4.0 N <sub>max</sub> > 2.0
Gyration compaction (no. of gyrations)	AASHTO T 312	N <sub>initial</sub> = 7 N <sub>design</sub> = 65 N <sub>max</sub> = 95
Gyration compaction (compactor ram pressure)	AASHTO T 312	600kPa
Voids in mineral aggregate (min, %) <sup>b</sup> Gradation: No. 4 3/8-inch 1/2-inch 3/4-inch	MS-2 Asphalt Mixture Volumetrics	16.5–19.5 15.5–18.5 14.5–17.5 13.5–16.5
Dust proportion	MS-2 Asphalt Mixture Volumetrics	0.5–1.4
Hamburg wheel track (min number of passes at 0.5-inch rut depth) Specified Binder grade: PG 58 PG 64 PG 70 PG 76 or higher	CALIFORNIA TEST 389 <sup>c, d</sup>	10,000 15,000 20,000 25,000
Moisture susceptibility, tensile strength ratio (min)	AASHTO T 283 <sup>c, e</sup>	70

<sup>a</sup>Calculate the air voids content of each specimen using AASHTO T 275, Method A, to determine bulk specific gravity. Use AASHTO T 209, Method A, to determine theoretical maximum specific gravity. Mix design specimen at OBC must be N<sub>design</sub> ± 0.3%, production air voids must be N<sub>design</sub> ± 1.5%.

<sup>b</sup>Measure bulk specific gravity using AASHTO T 275, Method A.

<sup>c</sup>Test plant-produced Type A HMA.

<sup>d</sup>Stripping inflection point is report only.

<sup>e</sup>Freeze thaw required.

In-place acceptance requirements for VMA shall be 1.0% below the design requirements. For all other quality characteristics in-place acceptance and design requirements are the same.

Replace Table in Section 39-2.02B(2) with:

**HMA-SP85 -- 85 Gyration Mix Design**

**Type A HMA-SP85 Mix Design Requirements**

Quality characteristic	Test method	Requirement
Air voids content (%)	AASHTO T 269 <sup>a</sup>	N <sub>initial</sub> > 8.0 N <sub>design</sub> = 4.0 N <sub>max</sub> > 2.0
Gyration compaction (no. of gyrations)	AASHTO T 312	N <sub>initial</sub> = 8 N <sub>design</sub> = 85 N <sub>max</sub> = 130
Gyration compaction (compactor ram pressure)	AASHTO T 312	600kPa
Voids in mineral aggregate (min, %) <sup>b</sup> Gradation: No. 4 3/8-inch 1/2-inch 3/4-inch	MS-2 Asphalt Mixture Volumetrics	16.5–19.5 15.5–18.5 14.5–17.5 13.5–16.5
Dust proportion	MS-2 Asphalt Mixture Volumetrics	0.6–1.3
Hamburg wheel track (min number of passes at 0.5-inch rut depth) Specified Binder grade: PG 58 PG 64 PG 70 PG 76 or higher	CALIFORNIA TEST 389 <sup>c, d</sup>	10,000 15,000 20,000 25,000
Moisture susceptibility, tensile strength ratio (min)	AASHTO T 283 <sup>c, e</sup>	70

<sup>a</sup>Calculate the air voids content of each specimen using AASHTO T 275, Method A, to determine bulk specific gravity. Use AASHTO T 209, Method A, to determine theoretical maximum specific gravity. Mix design specimen at OBC must be N<sub>design</sub> ± 0.3%, production air voids must be N<sub>design</sub> ± 1.5%.

<sup>b</sup>Measure bulk specific gravity using AASHTO T 275, Method A.

<sup>c</sup>Test plant-produced Type A HMA.

<sup>d</sup>Stripping inflection point is report only.

<sup>e</sup>Freeze thaw required.

In-place acceptance requirements shall conform with Section 39-2.02.

**Replace Paragraphs at End of Section 39-2.02B(2) with:**

For Type A HMA mixtures using RAP, the maximum allowed binder replacement is 25.0 percent in the upper 0.20-foot exclusive of OGFC and 40.0 percent below. The binder replacement is calculated as a percentage of the approved JMF target asphalt binder content.

For RAP substitution of 15 percent or less, the grade of the virgin binder must be the specified grade of asphalt binder for Type A HMA.

For RAP substitution greater than 15 percent and not exceeding 25 percent, the grade of the virgin binder must be the specified grade of asphalt binder for Type A HMA with the upper and lower temperature classification reduced by 6 degrees C. Hamburg wheel track requirements are based on the grade of asphalt binder specified for Type A HMA.

**Add to Section 39-2.02C:**

**Surface Preparation**

The work consists of preparing the existing street surfaces prior to the commencement of paving. Such work shall include, but not be limited to, removing and disposing raised pavement markers, thermoplastic traffic markings and legends, and flexible posts; controlling nuisance water; sweeping; watering; and removing loose and broken pavement and foreign material as specified in the State Standard Specifications and these Technical Provisions, and as directed by the Engineer.

All vertical edges to be paved shall be tack-coated. These include, but are not limited to, curb faces, gutter lips, swale edges, cross gutter edges, and pavement edges.

Tack coat shall be utilized and shall be either emulsified asphalt Grade RS-1, RS-1h, SS-1, or SS-1h conforming to Section 94, "Asphaltic Emulsions," or paving grade asphalt conforming to Section 92, "Asphalts Binder."

Seal all cracks prior to placing HMA. All cold joints, both longitudinal and transverse, shall be heated with a torch immediately prior to paving. Cold joints include previous passes placed more than three (3) hours prior. All cold joints shall be tack coated. Rolling shall be performed as indicated in the referenced Caltrans specifications. The roller water shall contain a soap type compound to prevent sticking of the HMA material to the rollers.

**Leveling, Transitions, and Hot Mix Asphalt Fills**

A leveling course of variable thickness shall be placed and compacted prior to placing the surface course at locations where directed by the Engineer. The leveling course shall be used to correct pavement irregularities such as rutting, variable cross slope, or variable longitudinal slope. Where two (2) overlays of different thickness abut at a longitudinal joint, the Contractor shall add to the thinner section to match the thicker lift and provide a smooth transition and uniform cross-fall. Cold-planing ridges or other rises in the pavement surface may be required by the Engineer. The Engineer will determine the exact limits and thickness of the leveling courses, hot mix asphalt fills, and transitions.

The Contractor shall construct temporary pavement transitions at all transverse paving joints greater than 1-inch prior to allowing traffic onto the paved surface. Temporary pavement transitions shall have a maximum slope of 20:1 or as approved by the Engineer and be constructed on Kraft paper or other suitable bond breaker such that upon removal of the temporary pavement transition, a clean notch remains. The temporary transitions may be constructed of either cold mix or hot mix.

The Contractor shall continuously maintain the temporary pavement until final paving. Each temporary transition shall be inspected by the Contractor and repaired as necessary to comply with these provisions at the end of each day including weekends and holidays. **Failure to comply with these provisions will result in a liquidated damage of \$250 per day per transition and/or the cost of City crews making the repairs if necessary to correct for public safety.**

## Layout

The Contractor shall layout and mark the location of the edges of the paving passes of the surface course to match the new layout of the lane lines. The layout shall be made at least twenty-four (24) hours prior to paving. The layout shall be approved by the Engineer prior to paving.

If the striping is to remain unchanged, the edges of the paving passes shall conform to existing lane edges.

In all cases where practical, each lane shall be paved in a single pass. In tapered transition areas, the shoulder areas shall be paved first, then the through lane shall be paved immediately after the shoulder paving.

For paving that incorporates new quarterpoints or gradebreaks due to keycuts or other conditions, the Contractor shall provide equipment capable of adjusting to the new surface profile at the appropriate locations.

The Contractor shall take sufficient measurements during laydown to ensure that the full design hot mix asphalt layer depth is provided at each quarterpoint, gradebreak, or transition. **Failure to provide the design depth at these areas will result in rejection of the work.** Correction of this rejected work shall include milling out the new hot mix asphalt from the road edge to the centerline or nearest inside lane line and repaving. The minimum length of the milled and corrected area shall be 50 feet.

## Tolerances

The finished hot mix asphalt surface shall be flush with, to 1/4-inch (0.02 feet or 6 mm) above, the gutter lips. The finished pavement surface shall not be lower than the gutter lips.

The average pavement thickness shall be equal to the specified thickness for the project.

For total pavement thicknesses of less than 4 inches, the minimum allowable thickness shall be 1/4-inch less than that specified.

For total pavement thicknesses of 4 inches or more, the minimum allowable thickness shall be 1/2-inch less than that specified.

### **Automatic Screed Controls**

For all main line street or roadway paving with single lane length exceeding 300 feet, automatic screed controls shall be required. Automatic screed controls will not be required for the paving of parking lots, intersections, cul-de-sacs, alleyways, or other irregular areas.

In addition to the requirements in Section 39-1.10 and 39-1.11 of the State Standard Specifications, hot mix asphalt shall be placed with spreading equipment equipped with fully automatic screed and grade sensing controls which shall control the longitudinal grade of the screed. Automatic controls shall conform to and be operated in accordance with the Provisions herein.

Unless approved otherwise, ski-type devices with a minimum length of 30 feet shall be used to provide a reference for the grade sensor. Skis shall be constructed and installed in such a manner that a reference to the average elevation of the existing pavement along the length of the ski, is maintained at the sensor point. When placing surfacing adjacent to surfacing previously placed in conformance with these Provisions, a joint matching shoe of adequate size and type to properly sense the grade of the previously placed mat may be used in lieu of the 30-foot ski.

The ski shall be mounted at a location that shall provide an accurate reference for the surfacing being placed. This may require the ski to be mounted ahead of and inside the outer limits of the screed. Automatic cross-slope control may be accomplished by use of a ski and grade sensor on each side of the paving machine.

Automatic screed controls shall be installed in such a manner that the occasional manual adjustments necessary to maintain the attitude of the screed parallel to the underlying pavement are readily accomplished. Automatic screed controls shall be installed so that with little or no delay, the use of the automatic controls can be discontinued and the screed controlled by manual methods.

If it is determined by the Engineer that the existing grade and cross slope are too irregular for the automatic controls to provide the quality of work required, the use of the automatic controls shall be discontinued and the spreading equipment adjusted by manual methods. Use of automatic controls shall resume when the Engineer has determined that it is again practical and so orders.

### **Compacting**

The number of rollers required for each paving operation shall be such that all rolling for density can be completed before the temperature of the hot mix asphalt mixture drops below 140 degrees Fahrenheit.

Breakdown rolling shall commence when the hot mix asphalt is placed. Rolling shall be accomplished with the drive wheel forward and with the advance and return passes in the same line.

The Contractor shall have hand-compaction equipment immediately available for compacting all areas inaccessible to rollers. Hand-compaction shall be performed concurrently with breakdown rolling. If for any reason hand-compaction falls behind breakdown rolling, further placement of hot mix asphalt shall be suspended until hand-compaction is caught up. Hand-compaction includes vibraplates and hand tampers. Hand torches shall be available for rework of areas that have cooled.

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

### **Contractor Quality Control**

The HMA shall be verified by the Engineer prior to placement on the job site. If agreed to by the Contractor and the Engineer, the production start-up may be used for verification. If the production start-up is used for verification the Engineer may require removal and replacement of the HMA, at their discretion, in the event of verification failure.

Contractor quality control testing is optional. However, if the Contractor fails to submit quality control results to the Engineer within seventy-two (72) hours of HMA placement, the Contractor waves all rights to dispute the Engineer's results. In the event of asphalt binder, TSR, or Hamburg wheel track testing by the Engineer, the contractor has seven (7) days to submit their test results from the time the Engineer informs the Contractor that they are performing testing or the Contractor waves the right to dispute the Engineer's results.

### **Add Section 39-2.02D Payment:**

Measurement and Payment for HMA will be at the unit cost indicated in the Bid Schedule. The contract prices paid per ton for HMA will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in constructing HMA, complete in place, as shown on the Plans, as specified in these Specifications and the Special Provisions and as directed by the Engineer.

Contract will include in the unit price all costs relating to submitting the JMF, including all testing costs for JMF verification and quality control testing. The unit price will include the cost of providing the Contractor's Quality Control Plan. The Contractor shall pay all the

cost of coring if requested to verify density by cores. Engineer will pay cost of testing cores.

**Add to Section 39-3.04:**

**Contractor shall only remove what can be paved back during the same work period unless otherwise noted or directed by the City or Engineer.**

Contractor and City Inspector shall mark out the areas designated to be cold planed at least three (3) days prior to performing work, and also verify traffic control in work area.

Contractor shall schedule the work such that permanent paving shall be completed within five (5) working days after cold planing and within five (5) working days after FDR—quicklime/cement treatment.

Prior to removing asphalt, the area to be removed shall be approved by the City Inspector. Contractor shall not begin digouts on both sides of a street simultaneously without prior approval from the City Inspector.

The pavement areas designated to be replaced shall be removed to a uniform depth as specified, and shall be removed by cold planing. Jagged or flattened cuts will not be accepted. Any broken or damaged pavement edges shall be re-cut prior to paving. All removed material shall be cleared from the site. Contractor is also responsible for all grindings.

At the end of each working day for any open excavation, material shall be placed and compacted against the vertical cuts to bring excavation up to grade. In the vehicular travel way, asphaltic material, compacted miscellaneous base or plating may be used. If plates are used, they must be secured in place.

Cold planing shall include all work necessary to remove existing asphalt and/or concrete pavement to a predetermined depth as indicated on the drawings. The work includes, but is not limited to, removal of the existing pavement adjacent to gutters, cross gutters, ends of overlays, equipment crossings, railroad crossings, and bridge approaches. Existing pavement surface on roadways to be milled prior to pavement inlay shall be cold planed as specified herein.

Cold planing shall include all work necessary to remove existing asphalt and/or concrete pavement to a predetermined depth as indicated in the construction details. The work includes, but is not limited to, removal of the existing pavement adjacent to gutters, cross gutters, ends of overlays, equipment crossings, railroad crossings, and bridge approaches.

Existing pavement surface on roadways to be milled prior to pavement inlay shall be cold planed as specified herein.

Limits of cold planing will be determined by the Engineer prior to construction. The depths and dimensions of the cold planing and keycuts are designated in the construction details.

It is expected that the Contractor completes remove and replace work by June 1, 2025.

## **Equipment**

The machine used for planing shall have performed satisfactorily on similar work and shall meet the following requirements:

- The planing machine shall be specially designed and built for planing of bituminous pavements without the addition of heat. It shall have the ability to plane Portland cement concrete (PCC) patches in the bituminous pavement or PCC pavements. The cutting drum shall be a minimum of 48 inches wide and shall be equipped with carbide tip cutting teeth placed in a variable lacing pattern to produce the desired finish.
- The machine shall be capable of being operated at speeds of 0 to 40 feet per minute. It shall be self-propelled and have the capability of spraying water at the cutting drum to minimize dust. The machine shall be capable of removing the material next to the gutter of the pavement being reconditioned and so designed that the operator thereof can at all times observe the planing operation without leaving the controls. The machine shall be adjustable as to slope and depth.

## **Roadway Preparation**

The work shall consist of preparing the existing street surfaces prior to the commencement of paving. Such work shall include removing raised pavement markers, removing all thermoplastic and paint traffic markings and legends, controlling nuisance water, sweeping, watering, and removing loose and broken asphalt concrete pavement and foreign material; and the spraying and removal of weed growth as specified in the State Standard Specifications and these Special Provisions, and as directed by Engineer. Any roadway area that contains existing weed growth shall be treated with an EPA-approved herbicide.

Prior to cold planing on streets to be milled, all utility covers shall be lowered such that the cutting teeth of the planing machine passes over the adjusted lid without causing damage to the lid or frame. Contractor shall be responsible for maintaining any temporary asphaltic fill material over these facilities until the final paving surface is installed.

## **Tolerances**

The pavement surface after cold planing shall be uniformly rough. The grade shall not deviate from a suitable straight edge more than 1/4-inch at any point. When multiple passes are required to create the cold planed surface, the maximum variation from a string line or straight edge shall be 1/4-inch high to 1/2-inch low. High points out of tolerance shall be replanned to fall within tolerance. Low areas shall be filled with asphalt concrete as specified herein to meet tolerances. The cost of such correction of low areas shall be entirely the Contractor's.

## **Removal and Disposal of Material**

During the planing operation, Contractor shall sweep the street with mechanical equipment and remove all loosened material from the project site until completion of the removal work. Contractor shall take all necessary measures to avoid dispersion of dust. **Contractor shall notify Engineer for approval of swept surface prior to Tack Coat application.**

City may choose to keep asphalt pavement grindings produced as part of the contract work. Contractor must provide trucking to haul and unload the grindings to City designated site(s). All other material removed, including loop detectors, shall be considered the property of Contractor. If City decides not to keep the material, then all material removed shall be considered the property of Contractor and shall be removed and legally disposed of at Contractor's expense. At the request of Engineer, proof of legal disposal shall be provided.

In addition to removing the cold milled asphalt concrete, Contractor shall remove any slurry seal or hot mix asphalt which is adhered to the top of the adjacent gutter, cross gutter or spandrel

## **Air Pollution Control**

The Contractor shall take all necessary measures to avoid the dispersion of dust.

Attention is directed to Section 14-9.02 "Air Pollution Control" of the State Standard Specifications.

Water for cold milling shall be provided by Contractor and shall be considered integral to cold milling in terms of payment.

## **Temporary Transitions**

Contractor shall construct temporary pavement transitions at all cold planed areas greater than 0.08-foot (1-inch) prior to allowing traffic onto the cold planed areas. This includes both longitudinal and transverse directions. This also includes PCC facilities around corners from beginning of curb return to end of curb return, PCC cross gutters and PCC spandrels. Temporary pavement transitions shall have a maximum slope of 20:1 (H:V) or as approved by Engineer and be constructed on Kraft paper or other suitable bond breaker such that upon removal of the temporary pavement transition, a clean notch remains. The temporary transitions shall be constructed of hot mix asphalt.

Contractor shall continuously maintain the temporary pavement until final paving. Each temporary transition shall be inspected by Contractor and repaired as necessary to comply with these provisions at the end of each day including weekends and holidays.

Failure to comply with these provisions will result in a liquidated damage per day per transition and/or the cost of City crews making the repairs if necessary to correct for public safety.

## **Subgrade**

If base rock is exposed, the surface shall be compacted and proof-rolled in the presence of Engineer or designated representative. The pavement area shall be cleaned and tack coated.

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

Prior to placing asphalt concrete, the area shall be proof-rolled with a loaded construction vehicle, preferably a ten cubic yard dump truck or equivalent. The compacted surface shall not visibly yield or deflect. Soft, yielding, unstable, or unsuitable areas shall be removed and replaced with base rock or asphalt concrete. If the areas were caused or significantly worsened by Contractor's operations, these areas shall be replaced at Contractor's expense.

In the event that the underlying material is soft, yielding, unstable, or unsuitable, it shall be excavated to the depth of 0.50-foot (6 inches) below the initial digout/base repair depth required above and disposed of in accordance with these Special Provisions. The limits of removal shall be designated by Engineer. The resulting space shall be filled with a single lift of asphalt concrete and compacted according to Section 39-2 of the State Standard Specifications, the plans and these Special Provisions. Payment for removing unsuitable subgrade and replacing with hot mix asphalt pavement will be made under the Bid Item **"6" Deep Lift Stabilization (Allowance)"**, which shall be considered an allowance as it is not known if unsuitable subgrade requiring over-excavation will be encountered during construction.

Unsuitable material is defined as material Engineer determines to be:

4. Of such unstable nature as to be incapable of being compacted to specified density using ordinary methods at optimum moisture content, or
5. Too wet to be properly compacted and circumstances prevent in-place drying prior to incorporation into the work, or
6. Otherwise unsuitable for the planned use.

## **Placement of Permanent Hot Mix Asphalt**

Hot Mix Asphalt (HMA) for Remove and Replace HMA shall be SP-85 Type A and conform to Section 39 of the State Standard Specifications and these Special Provisions. HMA binder shall be PG 64-10 unless specified on the plans or approved by Engineer.



## **DIVISION IX TRAFFIC CONTROL DEVICES**

### **84 TRAFFIC STRIPES AND PAVEMENT MARKINGS**

#### **Add to Section 84-2.01C:**

Contractor shall provide the following submittals, including product name, lot or batch number, and manufacture date for Engineer's review and approval:

- A. Certificate of Compliance for each color of thermoplastic material
- B. Materials Engineering and Testing Notification Letter stating the material is authorized for use (glass beads only)
- C. Safety Data Sheet
- D. Material Data Sheet for thermoplastic primer
- E. Certificate of Compliance for each color of paint
- F. Certificate of Compliance for glass beads
- G. Cut Sheet for temporary pavement markers
- H. Pre-Construction existing striping plan

#### **Replace Section 84-2.02B with:**

Thermoplastic material shall conform to State Specifications 8010-41G-21. Glass beads to be applied to the surface of the molten thermoplastic material shall conform to the requirements of State Specification 8010-22L-22 (Type II), or AASJTP Designation: M 247 (Type 1).

State Specifications for thermoplastic material and glass beads may be obtained from the Transportation Laboratory, P.O. Box 19128, Sacramento, CA 95819, (916) 739-2400.

Thermoplastic material for traffic stripes shall be applied at between 0.100- to 0.150-inch thick.

A primer of the type recommended by the manufacturer of the thermoplastic material shall be applied over all existing painted stripes and pavement legends to be covered with thermoplastic material as shown on the plans.

#### **Add to Section 84-2.02C:**

All traffic markings and striping constructed with Rapid Dry Paint shall be made in two applications, three days minimum between each application, each at the specified application rate. The first application shall be applied within five calendar days after completion of paving.

#### **Add to Section 84-2.02I:**

##### **Curb Paint**

If painted curb is removed and replaced with new curb, Contractor shall paint new curb in the same color and length.

**Add to Section 84-2.02J:**

**Green Bike Lane Markings**

Green bike lane/box treatments shall be methyl methacrylate (MMA) traffic striping and marking product as listed on the California Department of Transportation Authorized Material List and conforming to the chromaticity requirements in the Federal Highway Administration (FHWA) Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes (IA-14).

**Add to Section 84-2.02K:**

**Pavement Markers**

Pavement markers shall be completed no later than seven calendar days after completion of paving.

**Replace Section 84-2.03 with:**

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

All alignments and layout measurements, and other work necessary to locate and replace traffic stripes and pavement markings shall be performed by Contractor.

City will not provide any assistance, information, or materials to Contractor. It will be entirely the responsibility of Contractor to perform all necessary pre-construction and construction layout work, obtain all necessary measurements and information, and prepare all plans for performing the striping and marking work as specified. All traffic control systems necessary for performing striping and marking, as directed by Engineer, shall be the responsibility of Contractor.

Contractor shall physically tie down the location of the beginning and ending of each paint marking type in the adjacent curb top. The marking location shall not exceed 50 square inches each. Any locations exceeding this limit shall be removed by Contractor prior to acceptance of the work. Contractor shall contact Engineer for review of tie downs.

Contractor shall be responsible for accurately referencing out and replacing the lines and positions of all traffic lines, directional lines, arrows, and other markings in accordance with the plans and City standard markings by cat tracking with painted marks. This shall occur no later than two hours behind the final surface course paving operation.

Cat tracking shall consist of stretching a rope on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment and

placing spots of paint along the rope. Temporary tab markers shall be placed no more than 12 feet apart on curves nor more than 24 feet apart on straight segments. Temporary tab markers shall be the same color as the traffic stripe that they are replacing, shall measure 2 inches tall by 3-1/2 inches wide, and have a reflective lens across the width of the marker.

Prior to application of permanent striping and markers, Contractor shall call for review and approval of the proposed striping by City Traffic Engineer or agent. City will have the right to make changes in the location and alignment of line stripes. Striping and traffic markings shall not be applied until after approval is granted by the Traffic Engineer. Contractor shall allow a minimum of three working days for review of the layout by City.

It shall be the responsibility of Contractor to "touch up" any striping, stop bars, legends or line striping that may wear out in-between coats of paint / thermoplastic due to raveling or premature wear to ensure public safety at no cost to City. Contractor shall execute "Touch Up" at Engineer's request.

Paint for street traffic striping and pavement markings shall be a minimum of three applications. Pavement markings and striping shall consist of the following:

1. The first application of paint shall consist of two complete coats and shall be completed prior to the opening of each street.
2. The second application of paint shall consist of three complete coats and shall be completed between the fifth and tenth day following each street segment having the surface course placed.
3. The third and final application of paint shall consist of three complete coats of paint and shall be applied in the presence of the inspector and shall be subject to Engineer's approval, the third and final coat shall be completed within not less than three and not more than four weeks of each street having the surface course placed, or the end of the Construction Period, whichever is sooner.

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

Permanent traffic striping and markings including legends and arrows shall be placed within 21 days after paving or surfacing, unless otherwise directed by Engineer. Temporary yellow marking tape denoting school crosswalks shall be placed the same day that the pavement surfacing is placed.

**Replace Section 84-2.04 with:**



## DIVISION XI MATERIALS

### 90 CONCRETE

#### Add to section 90-1.01:

Portland cement concrete (PCC) facilities shall include curbs, curbs and gutters, cross gutters, spandrels, sidewalks, curb ramps, and driveways that shall be removed and replaced or constructed at the locations indicated on the plans or as directed by Engineer.

Curb ramps shall be per the State Standard Specifications and Standard Drawings A88A and A88B.

Any other work required to construct curbs and gutters, sidewalks, curb ramps, and/or driveways including, but not limited to, demolition, sawcutting, concrete removal, traffic control, aggregate base, aggregate base and/or compaction, and associated asphalt concrete pavement shall be considered incidental to the work and no additional compensation will be allowed therefor.

#### Add to section 90-1.02:

**All concrete shall be Type II cement.** Contractor shall furnish a concrete mix design to Engineer at least ten working days prior to the start of the work, based on the following guidelines:

General Concrete Facilities including curb, gutter, spandrel, sidewalk, access ramps, residential driveways, etc. shall meet the following requirements:

Compressive Strength:	2500 psi @ 28 days
Polypropylene Fiber Reinforcement:	1.5 lbs/cy (0.01% by volume), 3/4-inch minimum length
Maximum Slump:	5 inches

Heavy Vehicular Facilities including cross gutters, spandrels, swales, commercial driveways, and alley entrances shall meet the following requirements:

Compressive Strength:	2000 psi @ 3 days, 4000 psi @ 28 days
Polypropylene Fiber Reinforcement:	3.0 lbs/cy (0.02% by volume), 1-1/2 inches minimum length
Maximum Slump:	4 inches

Contractor shall be responsible for all costs associated with the required mix design.

### **Concrete Curb Ramps**

**Contractor shall complete at least four (4) curb ramps per week. All curb ramps shall be complete by June 1, 2025.**

Concrete curb ramps shall be constructed in accordance with the County of Santa Barbara Standard Plans, the State Standard Specifications and the Standard Plans. A copy of the Standard Plans are attached in the Appendix.

Sawcut and remove existing concrete curb ramps to nearest existing joint and dispose of at a recycle facility.

Compact subgrade to minimum 90% relative compaction.

Aggregate base under curb ramps shall meet the requirements of Section 26 AGGREGATE BASE of these Special Provisions. Place and compact minimum 6 inches aggregate base to minimum of 95% relative compaction under limits of the curb ramps.

Concrete curb ramps shall be constructed of Class 520-C-2500 concrete (4 inches max slump).

Contractor shall construct at least four (4) curb ramps per week and finish all curb ramps by June 1, 2025.

### **Detectable Warning Surface (Cast-in-Place)**

All curb ramps shall have a detectable warning surface. Detectable warning surface shall be in the form of tiles manufactured from a fiberglass reinforced ultraviolet stabilized polymer composite. The tiles shall be wet-set cast-in-place. Detectable warning surface tiles shall conform to the requirement established by the Department of General Services, Division of State Architect and incorporate an in-line pattern of truncated domes measuring nominal 0.20-inch in height, 0.90-inch base diameter, and 0.45-inch top diameter, and spaced 2.35 inches center-to-center as measured side by side. The field area shall consist of a high density, pyramid micro textured of raised points 0.05-inch high. Detectable warning surface tiles shall be Armor-Tile or approved equal. Detectable warning surface tiles color shall be homogeneous throughout the tile. Color of the detectable warning surface shall be "Federal Yellow" per Caltrans Standards.

Installation of surface applied detectable warning surface on a fully reconstructed curb ramp shall not be allowed unless approved by Engineer. If an existing curb ramp has been determined to have compliant slopes and dimensions and only needs a detectable warning surface added, the Contractor shall apply a SafetyStepTD detectable warning surface.

Detectable warning surface tiles shall be configured such that the required area is covered by no more than two tiles to conform to the dimensions as shown on the Plans,

and as directed by Engineer. If multiple detectable warning surface tiles are used, joint shall be joined in the curb ramp or as approved by Engineer.

Detectable warning surface tiles shall conform to the following ASTM specifications:

- ASTM D 695 Compressive Strength Not less than 25,000 psi
- ASTM D 790 Flexural Strength Not less than 30,000 psi
- ASTM D 570 Water Absorption 0.05%
- ASTM C 1028 Slip Resistance 0.8 wet/dry
- ASTM E Flame Spread Index  $\leq 25$
- ASTM B117 Salt Spray No Change (300 hours)
- ASTM 1308 Chemical Stain No Effect
- ASTM C 501 Abrasion Resistance  $L_w > 500$
- ASTM G 155 Accelerated Weathering Delta E  $< 5$  (2,000 hours)
- ASTM D 638 Tensile Strength 12,500 psi
- AASHTO-H20 Load Bearing at 10,410 lbs. No Cracking, Delamination or Deformation
- ASTM C 1026 Freeze/Thaw/Heat No Chipping, Cracking or Peeling
- ASTM D 1037 Accelerated Aging [Freeze/Thaw] No Change in Color, Gloss, Delamination
- ASTM D 696-03 Linear Thermal Expansion  $9.45 \times 10^{-7}$  per degree Fahrenheit

Detectable warning surface tiles shall be suitably packed or crated to prevent damage in shipment or handling. Finished surfaces shall be protected by sturdy plastic wrappings to protect tile from concrete residue during installation and tile shall be identified by part number. Protective plastic wrapping shall be removed within 24 hours after tiles are installed.

Detectable warning surface installation shall comply with Manufacturer's recommendations.

Detectable warning surface tiles shall be warranted in writing for a period of five years from date of final completion. The guarantee shall include defective work, breakage, deformation, fading and loosening of tiles.

Contractor shall be certified as a truncated dome installer and possess an installation certification from a truncated dome manufacturer that shall be proved five days prior to the Pre-Construction Meeting with the truncated dome material submittal

### **Quality Assurance Field Testing**

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

**Add to section 90-1.03:**

**New concrete for PCC pedestrian paths (sidewalks, curb ramps), shall be a minimum thickness of 6 inches.**

All curb ramps and island passageways shall comply with Caltrans Standard Plans A88A or A88B and shall meet current American with Disabilities Act (ADA) guidelines. The normal gutter line shall be maintained through the area of the curb ramp unless otherwise noted. Curb ramps shall conform to the slopes and dimensions indicated on the Standard Plans. Curb ramps shall be located within marked limits of crosswalks.

Where spandrels are being reconstructed, the entire spandrel shall be removed and replaced.

The existing concrete shall be sawcut full depth prior to removal. Any concrete broken due to Contractor's failure to comply with these requirements shall be removed and replaced at Contractor's expense.

The line and grade of the replaced facilities shall conform to the existing facilities. In most instances, this will consist of a straight line between existing facilities.

Contractor shall water test all repaired curbs and gutters, cross gutters, and other repaired drainage facilities in the presence of City's Inspector.

In areas where curbs and gutters shall be removed and replaced, if they are part of a curb ramp reconstruction, the gutter width shall widen to **24 inches** in front of the curb ramp landing then taper back to the original width unless otherwise noted on plans. Additionally, counter slopes of adjoining gutters and road surfaces immediately adjacent to and within **24 inches** of the curb ramp landing shall not be steeper than 5%.

Commercial driveway and alley approaches, including the adjacent curb and gutter section, shall be removed and replaced within 24 hours. Curing time shall be 72 hours.

Contractor shall saw and remove all concrete groove and replace with concrete and cast-in-place detectable warning surface as needed.

Contractor shall note any utility stamps in the existing concrete prior to removal and replace stamps in kind. Additionally, if removal and replacement of concrete results in existing curb paint or painted property address numbers being removed, they shall be repainted in kind.

Contractor shall anticipate pruning and removing existing tree roots at all concrete facilities to be constructed or removed and replaced. The work for all concrete facilities to be constructed or removed and replaced shall include all labor, materials, tools, equipment, transportation, and incidentals; and for performing all the work involved in pruning and removal of existing tree roots.

**Protection of Existing Facilities**

The contractor shall protect existing facilities from damage, and discoloration from concrete splash. Adjacent concrete facilities shall be covered during concrete placement to prevent concrete splash and excess concrete from staining the adjacent concrete. After initial placement, strikeoff and finishing, the protection shall be removed and the adjacent concrete cleaned.

Vertical existing facilities such as light poles, walls, etc. shall be protected with plastic extending a minimum of three (3) feet above the concrete surface. After initial placement, strikeoff and finishing, the protection shall be removed and the vertical surfaces cleaned.

All utility lids shall be adjusted to the finish grade.

### **Subgrade**

After the subgrade is prepared, moisture conditioned, and compacted to 90% relative compaction at 0 to 3% over optimum, Contractor shall continuously maintain the subgrade in a uniform condition at the moisture content obtained during subgrade compaction until the concrete is placed.

### **Cleanup and Backfill**

After the concrete is placed, cured, and the forms have been removed, Contractor shall clean the site of all concrete and forming debris. The aggregate base shall be replaced to match the existing base and compacted to 95% relative compaction. The pavement shall be restored in accordance with "Section 39 Asphalt Concrete".

After curing has been completed and the forms have been removed from the new curb and gutter or sidewalk, the void between the new concrete and the existing parkway shall be filled with clean native material, and the entire parkway left in a clean and orderly condition.

For concrete removed but not replaced, the resulting void after excavation shall be backfilled with clean native material unless noted.

### **Add to section 90-1.04:**

Measurement and payment for the miscellaneous concrete construction items will be paid on a unit cost basis as identified in the Bid Schedule. This work will include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in constructing concrete features, including but not limited to subgrade preparation, supplying, placement and compaction of aggregate base, asphalt concrete removal and curb ramp construction work, Portland cement concrete removal and replacement including curb, gutter, and sidewalk, detectable warning surface, retaining curbs, dowels, reinforcement materials, associated traffic control, and coordination with utility agencies, and all work as may be required by the Contract Documents, as specified herein, and as directed by Engineer. No additional compensation will be allowed, therefor.

Payment for items designated with “**(Allowance)**” will only be made on an allowance basis and only for the work completed. The Contractor shall have no claim to that portion of the allowance which is not necessary for the project.

**CITY OF GOLETA**

**APPENDIX A**  
**STANDARD DRAWINGS AND DETAILS**  
**FOR**  
**2025 ARTERIAL PAVEMENT PROJECT**

1. County of Santa Barbara Standard Drawings and Details (September 2011)
  - i. 1-010 General Street Specifications
  - ii. 3-060 Sidewalk Underdrain
  - iii. 4-010 Curb and Driveway General Notes
  - iv. 4-020 Spandrels and Cross Gutters
  - v. 4-030 Curbs and Gutters
  - vi. 4-035 Median Strips
  - vii. 4-040 Driveway Details
  - viii. 4-045 Monolithic Curb and Sidewalk
  - ix. 4-060 Driveway Grade-Breaks
  - x. 5-010 General Sidewalk Notes
  - xi. 5-040 Sidewalk Details
  - xii. 5-045 Sidewalk Transitions
  - xiii. 5-050 Sidewalk Utilities
  - xiv. 7-010 General Signage Notes
  - xv. 8-010 Tree Planting
2. Caltrans Standard Plans (2018)
  - i. A87A Curbs and Driveways
  - ii. A87B Hot Mix Asphalt Dikes
  - iii. A88A Curb Ramp Details
  - iv. A88B Curb Ramp and Island Passageway Details
3. Temporary Vehicle Detection Plan
4. Sample Door Hanger
5. Temporary No Parking Sign

CITY OF GOLETA

**APPENDIX B**  
**WATER POLLUTION CONTROL PLAN**  
  
**FOR**  
  
**2025 ARTERIAL PAVEMENT PROJECT**

CITY OF GOLETA

# **APPENDIX C PREVAILING WAGE RATES**

FOR

## **2025 ARTERIAL PAVEMENT PROJECT**

Download State Prevailing Wage Rates from State website

<https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

CITY OF GOLETA

**APPENDIX D**  
**SCHOOL ZONE WORK HOUR**  
**RESTRICTION MAP**

FOR

**2025 ARTERIAL PAVEMENT PROJECT**

CITY OF GOLETA

**APPENDIX E**  
**C48 (CA) SIGN DETAIL**

FOR

**2025 ARTERIAL PAVEMENT PROJECT**

CITY OF GOLETA

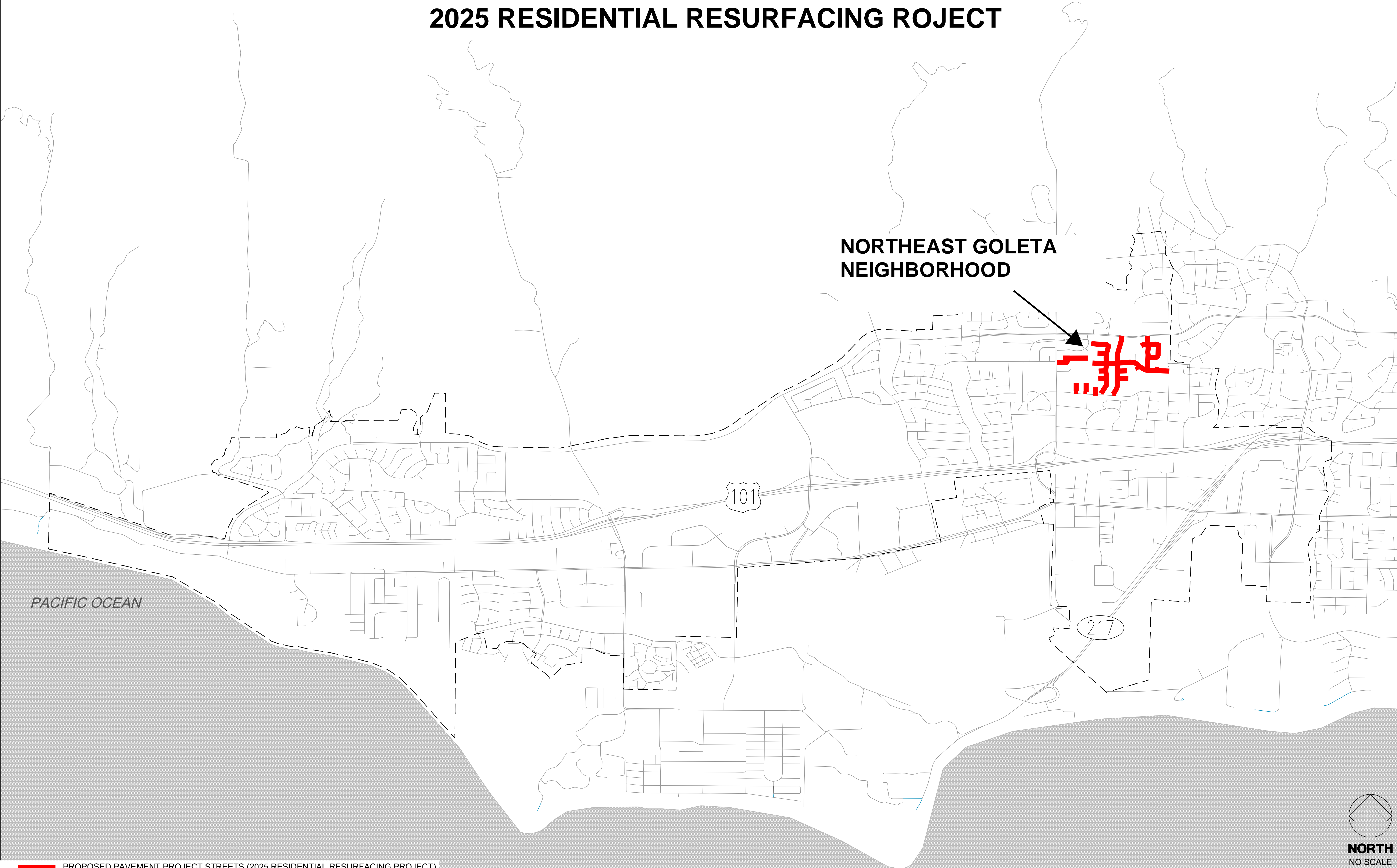
**APPENDIX F**  
**MONUMENT PERPETUATION REPORT**  
  
**FOR**  
  
**2025 ARTERIAL PAVEMENT PROJECT**

## **Back of Cover Sheet**

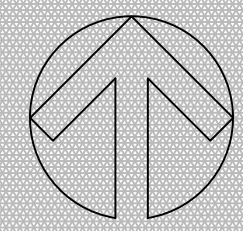
## **ATTACHMENT 4**

### **2025 RESIDENTIAL RESURFACING PROJECT LOCATION MAP**

**CITY OF GOLETA**  
**2025 RESIDENTIAL RESURFACING ROJECT**



PROPOSED PAVEMENT PROJECT STREETS (2025 RESIDENTIAL RESURFACING PROJECT)



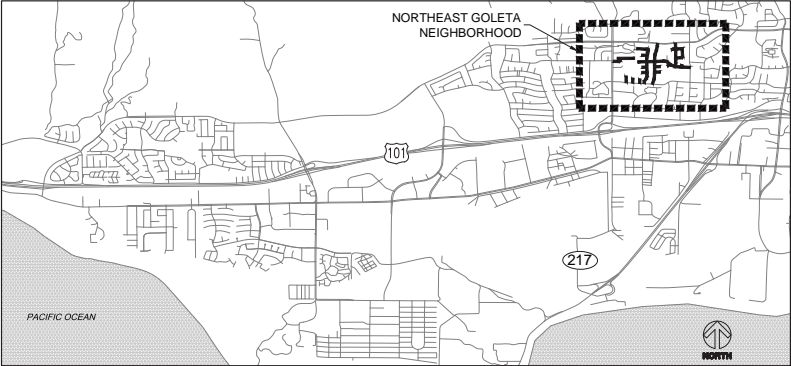
**NORTH**  
NO SCALE

## **ATTACHMENT 5**

### **2025 RESIDENTIAL RESURFACING PROJECT PLANS**

CITY OF GOLETA  
2025 RESIDENTIAL RESURFACING PROJECT  
CONSTRUCTION DRAWINGS  
FOR  
VARIOUS STREETS

SHEET INDEX	
SHEET NUMBER	STREET NAME/ SHEET DESCRIPTION
1	TITLE SHEET
2	STOW CANYON ROAD (NORTH FAIRVIEW AVENUE TO VIA FIORI)
3 - 6	STOW CANYON ROAD (WEST END TO CAMBRIDGE DRIVE)
5	STOW CANYON ROAD, WEST CDS (STOW CANYON ROAD TO SOUTH END CDS)
6	STOW CANYON ROAD, EAST CDS (STOW CANYON ROAD TO NORTH END CDS)
2	VIA FIORI (STOW CANYON ROAD TO VIA FIORI)
2	VIA FIORI (WEST END TO EAST END)
16	ANDAMAR WAY (DARA ROAD TO WEST END)
15 - 17	ANDAMAR WAY (DARA ROAD (N) TO DARA ROAD (S))
5, 15 - 16	DARA ROAD (CATHEDRAL OAKS ROAD TO STOW CANYON ROAD)
8	ALBANY COURT (BERKELEY ROAD TO NORTH END)
4, 12 - 14	ARUNDEL ROAD (BERKELEY ROAD TO CATHEDRAL OAKS ROAD)
10	AZALEA WAY (WAKEFIELD ROAD TO WEST END)
9	CONNOR LANE (WAKEFIELD ROAD TO WEST END)
7	DANBURY COURT (BERKELEY ROAD TO NORTH END)
7	KINGS WAY (BERKELEY ROAD TO NORTH END)
13	LEEDS LANE (ARUNDEL ROAD TO EAST END)
13	MALEY DRIVE (ARUNDEL ROAD TO EAST END)
9	MARSTONE LANE (WAKEFIELD ROAD TO WEST END)
3, 8 - 11	WAKEFIELD ROAD (BERKELEY ROAD TO WEST END)



LOCATION PLAN  
NOT TO SCALE

- GENERAL NOTES:**
- STATIONING IS SHOWN ON PLAN SHEETS AND FOR REFERENCE ONLY UNLESS OTHERWISE INDICATED.
  - THE CONTRACTOR IS RESPONSIBLE FOR REPLACING ALL STRIPING WITHIN LIMITS OF WORK. STRIPING IS TO MATCH EXISTING UNLESS OTHERWISE SHOWN ON PLANS OR DIRECTED BY THE CITY. CONTRACTOR SHALL TIE DOWN LOCATION OF ALL STRIPING PRIOR TO REMOVAL.
  - THE CONTRACTOR SHALL REMOVE EXISTING STRIPING AS NEEDED PRIOR TO PLACEMENT OF SLURRY SEAL, CAPE SEAL, AND MICRO-SURFACING.
  - NOT ALL UTILITIES ARE SHOWN ON PLANS. CONTRACTOR SHALL TIE DOWN EXISTING UTILITIES PRIOR TO WORK.
  - THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (811) AT LEAST TWO (2) WORKING DAYS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION TO ALLOW UTILITY OWNER TO MARK THE LOCATION OF THEIR RESPECTIVE UNDERGROUND FACILITIES/UTILITIES, PUBLIC OR PRIVATE, SHOWN OR NOT ON THESE PLANS.
  - THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS TO COMPLETE WORK.
  - THE CONTRACTOR SHALL CONTACT THE ENGINEER AT LEAST TWO (2) WORKING DAYS PRIOR TO THE COMMENCEMENT OF PAVING TO ALLOW THE ENGINEER TO MARK THE LIMITS OF PAVING AND LOCATIONS OF REMOVE & REPLACE AREAS.
  - PRIOR TO THE PLACEMENT OF MATERIALS, EXISTING GRASS AND WEEDS SHALL BE DESTROYED BY APPLICATION OF WEED KILLERS.
  - CONTRACTOR SHALL REMOVE ANY EXISTING ASPHALT MATERIAL FROM GUTTER PAN WITHIN PROJECT LIMITS. CONTRACTOR SHALL PROTECT EXISTING PCC FACILITIES.
  - CONTRACTOR SHALL PROTECT EXISTING UTILITY LIDS, AND REMOVE ANY ASPHALT MATERIAL FROM THEM AS NEEDED.
  - CONTRACTOR SHALL PROTECT VERTICAL EDGES ON LIMITS OF WORK. ANY BROKEN EDGES SHALL BE RE-CUT TO PROVIDE CLEAN STRAIGHT LINE.
  - CONTRACTOR IS RESPONSIBLE FOR PREPARING AND REPAINTING EXISTING PAINTED CURB WITHIN THE LIMITS OF WORK TO MATCH EXISTING UNLESS OTHERWISE DIRECTED BY THE CITY.
  - CONTRACTOR SHALL DISPOSE OF ALL CONSTRUCTION WASTE IN A LEGAL MANNER.

- STRIPING NOTES:**
- ALL STRIPING AND PAVEMENT MARKING DETAILS AND LAYOUTS SHALL CONFORM TO THE CURRENT STATE OF CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), THE STATE OF CALIFORNIA STANDARD SPECIFICATIONS AND THE STATE OF CALIFORNIA STANDARD PLANS, UNLESS OTHERWISE SPECIFIED.
  - LANE DIMENSIONS ARE FROM TOP OF CURB OR EDGE OF PAVEMENT TO CENTER OF STRIPE DETAIL.
  - ALL LONG LINE STRIPING, PAVEMENT MARKINGS/LEGENDS, CROSSWALK, AND LIMIT LINES SHALL BE THERMOPLASTIC EXCEPT ON PCC SURFACES.
  - BLUE TWO-WAY REFLECTIVE PAVEMENT MARKERS SHALL BE INSTALLED IN THE STREETS ADJACENT TO FIRE HYDRANTS IN ACCORDANCE WITH CITY OF GOLETA STANDARD FOR PLACEMENT OF FIRE HYDRANT MARKERS

LEGEND

- --- CRACK SEAL & SLURRY SEAL (TYPE II)
- [E] ELECTRICAL VAULT (EX.)
- ⊙ WATER VALVE (EX.)
- /V GAS VALVE (EX.)
- ⊙ STORM DRAIN MANHOLE (EX.)
- ⊙ SANITARY SEWER MANHOLE (EX.)
- ⊙ TELECOMMUNICATIONS MANHOLE (EX.)
- ⊙/CO SEWER CLEANOUT (EX.)
- ⊙ FIRE HYDRANT (EX.)
- 811 BLUE RETROREFLECTIVE PAVEMENT MARKER
- ◆ SURVEY MONUMENT (EX.)
- ◆ SURVEY NAIL (EX.)
- [---] 12" WHITE LIMIT LINE (THERMO)
- [---] 12" YELLOW CROSSWALK LINE (THERMO)

UTILITY CONTACT LIST		
UTILITY	CONTACT	PHONE NUMBER
GOLETA SANITARY DISTRICT	LUIS ASTORGA	805.967.4519
GOLETA WEST SANITARY DISTRICT	JUAN RAMIREZ	805.968.2617
GOLETA WATER DISTRICT	DAN BROOKS	805.964.6761
SOUTHERN CALIFORNIA GAS COMPANY	SHAWN LEE	805.535.5901



**Pavement Engineering Inc.**  
You can ride on our reputation

Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

CITY OF GOLETA  
DEPARTMENT OF PUBLIC WORKS

RECEIVED BY:

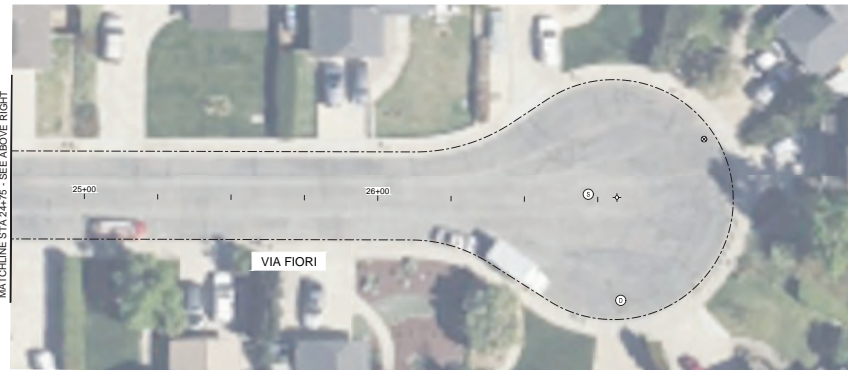
CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_  
ORIGINAL SIGNED DATE \_\_\_\_\_  
THE SIGNATURE MAKER GROUP AND SIGNATURE GROUP  
SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE PLANS AND SPECIFICATIONS



2025 RESIDENTIAL  
RESURFACING PROJECT  
GOLETA, CA


TITLE SHEET

CONTRACT No. \_\_\_\_\_  
ACCOUNT No. \_\_\_\_\_  
PROJECT No. **230268-02**  
SCALE **NO SCALE**  
SHEET 1 of 17



KEY MAP  
NTS

  
NORTH

	<b>Pavement Engineering Inc.</b> You can ride on our reputation  Corporate Office: 3485 Sacramento Drive, Suite A San Luis Obispo, CA 93401 805.781.2265	SEAL: _____   
--	--	-------------------------

2025 RESIDENTIAL  
RESURFACING PROJECT  
GOLETA, CA

NORTHEAST GOLETA  
NEIGHBORHOOD

CONTRACT No.	
ACCOUNT No.	
PROJECT No.	230268-02
SCALE	1" = 20'
SHEET 2 of 17	







CITY OF GOLETA  
DEPARTMENT of PUBLIC WORKS

2025 RESIDENTIAL  
RESURFACING PROJECT  
GOLETA, CA

NORTHEAST GOLETA  
NEIGHBORHOOD

CONTRACT No.	
ACCOUNT No.	
PROJECT No.	230268-02
SCALE	1" = 20'
SHEET 5 of 17	

P:\2024\2024-2025\2024-2025 PROJECTS\GOLETA, CITY OF\2024-2025\2024-2025 RESURFACING MAINTENANCE PACKAGE\2024-2025\2024-2025 RESURFACING MAINTENANCE PACKAGE - 2024-2025.dwg 1/23/2025 3:39 PM



KEY MAP  
NTS

**PE** Pavement Engineering Inc.  
You can ride on our reputation

Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

REVISIONS			
REF.	DATE	BY	DESCRIPTION

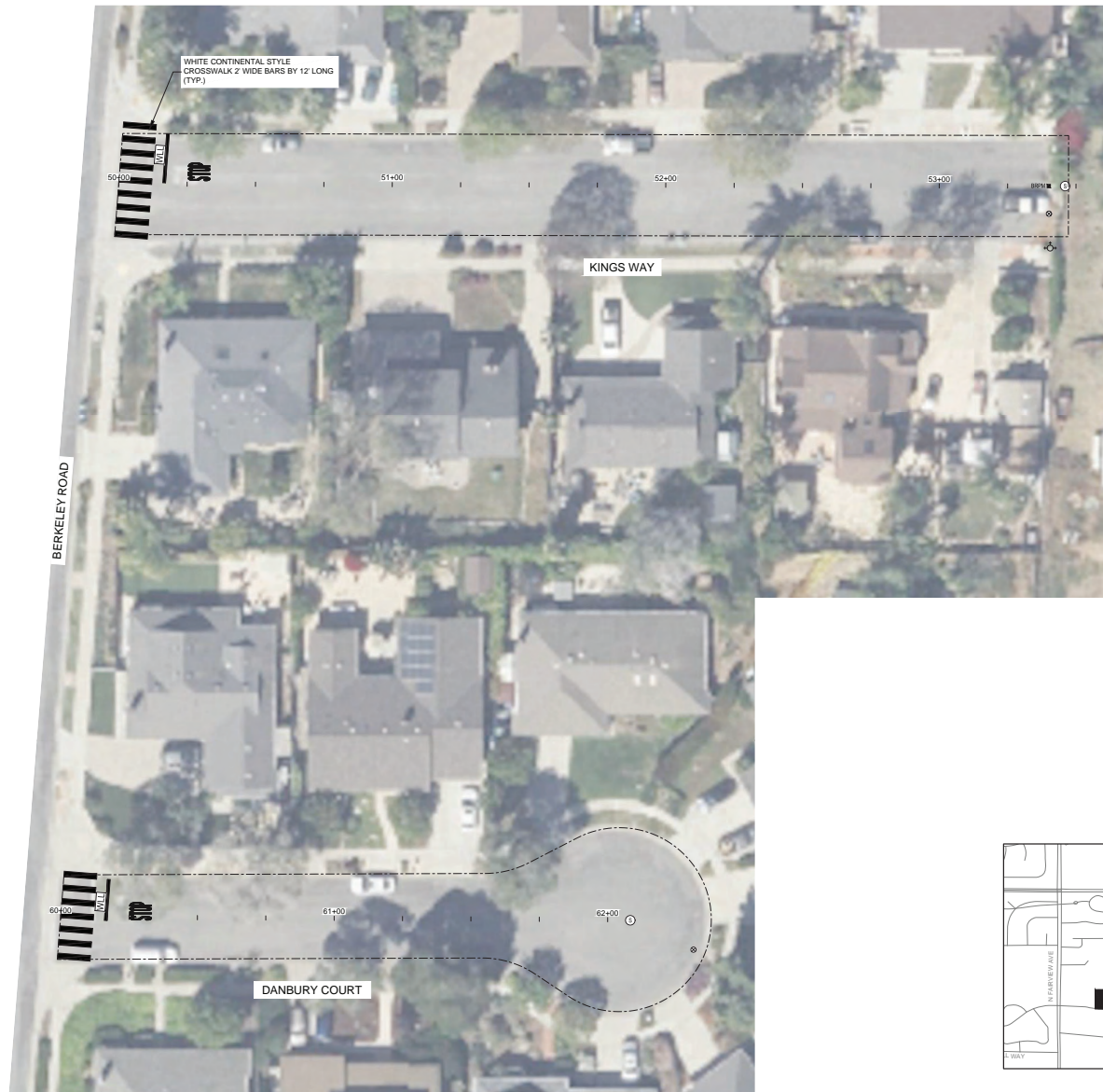
JR	JANUARY 2025	DATE
DESIGNED BY		
PM	JANUARY 2025	DATE
DRAWN BY		
NW	JANUARY 2025	DATE
CHECK BY		

**CITY OF GOLETA**  
DEPARTMENT of PUBLIC WORKS

**2025 RESIDENTIAL  
RESURFACING PROJECT**  
GOLETA, CA

**NORTHEAST GOLETA  
NEIGHBORHOOD**

CONTRACT No. \_\_\_\_\_  
ACCOUNT No. \_\_\_\_\_  
PROJECT No. **230268-02**  
SCALE **1" = 20'**  
SHEET **6** of **17**



KEY MAP  
NTS

CITY OF GOLETA  
DEPARTMENT of PUBLIC WORKS

2025 RESIDENTIAL  
RESURFACING PROJECT  
GOLETA, CA

NORTHEAST GOLETA  
NEIGHBORHOOD

CONTRACT No.	
ACCOUNT No.	
PROJECT No.	230268-02
SCALE	1" = 20'
SHEET 7 of 17	

P:\2024\2024 RESIDENTIAL RESURFACING PROJECT\GOLA, CITY OF\2024 RESIDENTIAL RESURFACING PROJECT\2024 RESIDENTIAL RESURFACING PROJECT.DWG 2024-01-23 09:53:39 AM



**PE** Pavement Engineering Inc.  
You can ride on our reputation

Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

REVISIONS				DESIGNED BY		JANUARY 2025	
REF.	DATE	BY	DESCRIPTION	DATE			
					PM	JANUARY 2025	
					DRAWN BY	DATE	
					NW	JANUARY 2025	
					CHECK BY	DATE	

**CITY OF GOLETA**  
DEPARTMENT of PUBLIC WORKS

**2025 RESIDENTIAL  
RESURFACING PROJECT**  
GOLETA, CA

**NORTHEAST GOLETA  
NEIGHBORHOOD**


CONTRACT No. \_\_\_\_\_  
ACCOUNT No. \_\_\_\_\_  
PROJECT No. **230268-02**  
SCALE **1" = 20'**  
SHEET **8 of 17**



KEY MAP  
NTS



NORTH

	<b>Pavement Engineering Inc.</b> You can ride on our reputation	SEAL:
Corporate Office: 3485 Sacramento Drive, Suite A San Luis Obispo, CA 93401 805.781.2265		

REVISIONS				JR	JANUARY 2025
REF.	DATE	BY	DESCRIPTION	DESIGNED BY	DATE
				<b>PM</b>	<b>JANUARY 2025</b>
				DRAWN BY	DATE
				<b>MW</b>	<b>JANUARY 2025</b>
				CHECK BY	DATE

CITY OF GOLETA  
DEPARTMENT of PUBLIC WORKS

2025 RESIDENTIAL  
RESURFACING PROJECT  
GOLETA, CA

NORTHEAST GOLETA  
NEIGHBORHOOD

CONTRACT No.	_____
ACCOUNT No.	_____
PROJECT No.	<b>230268-02</b>
SCALE	<b>1" = 20'</b>
<b>SHEET 9 of 17</b>	










**KEY MAP**  
NTS

	<b>Pavement Engineering Inc.</b> You can ride on our reputation	SEAL: _____
Corporate Office: 3485 Sacramento Drive, Suite A San Luis Obispo, CA 93401 805.781.2265		

CITY OF GOLETA  
DEPARTMENT of PUBLIC WORKS

2025 RESIDENTIAL  
RESURFACING PROJECT  
GOLETA, CA

NORTHEAST GOLETA  
NEIGHBORHOOD

CONTRACT No.	
ACCOUNT No.	
PROJECT No.	230268-02
SCALE	1" = 20'
SHEET 13 of 17	





REVISIONS				JR	JANUARY 2025
REF.	DATE	BY	DESCRIPTION	DESIGNED BY	DATE
				PM	JANUARY 2025
				DRAWN BY	DATE
				MW	JANUARY 2025
				CHECK BY	DATE



KEY MAP  
NTS

  
NORTH

CITY OF GOLETA  
DEPARTMENT of PUBLIC WORKS

2025 RESIDENTIAL  
RESURFACING PROJECT  
GOLETA, CA

NORTHEAST GOLETA  
NEIGHBORHOOD

CONTRACT No.	
ACCOUNT No.	
PROJECT No.	230268-02
SCALE	1" = 20'
SHEET 16 of 17	



**Pavement Engineering Inc.**  
You can ride on our reputation

Corporate Office:  
3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401  
805.781.2265

SEAL:

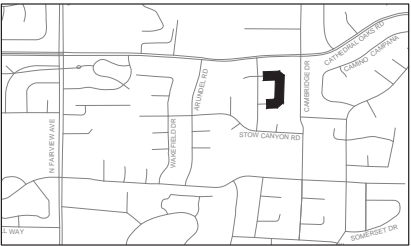
REVISIONS			
REF.	DATE	BY	DESCRIPTION

JR	JANUARY 2025	DESIGNED BY	DATE
PM	JANUARY 2025	DRAWN BY	DATE
NW	JANUARY 2025	CHECK BY	DATE

**CITY OF GOLETA**  
DEPARTMENT of PUBLIC WORKS

**2025 RESIDENTIAL  
RESURFACING PROJECT**  
GOLETA, CA

**NORTHEAST GOLETA  
NEIGHBORHOOD**



CONTRACT No.	
ACCOUNT No.	230268-02
PROJECT No.	
SCALE	1" = 20'
SHEET 17 of 17	

## **ATTACHMENT 6**

### **2025 RESIDENTIAL RESURFACING PROJECT SPECIFICATIONS**



**BOOK 1 OF 2  
BID BOOK**

**FOR**

**2025 RESIDENTIAL RESURFACING PROJECT**

**CITY PROJECT NUMBER: N/A**

---

FOR USE WITH CALTRANS STANDARD SPECIFICATIONS DATED 2018, CALTRANS STANDARD PLANS DATED 2018 AND LABOR SURCHARGE AND EQUIPMENT RATES OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION INSOFAR AS THE SAME MAY APPLY AND IN ACCORDANCE WITH THE SPECIAL PROVISIONS.

---

<p><u>Pre-Bid Meeting:</u></p> <p><b><u>N/A</u></b></p> <p>City of Goleta, 130 Cremona Drive, Suite B Goleta, CA 93117</p>	<p><u>Bids to be received before:</u></p> <p><b><u>April 8, 2025</u></b></p> <p>PlanetBids</p>
--	--

**City of Goleta**

**Contract Documents**

**2025 RESIDENTIAL RESURFACING PROJECT**

## **Table Of Contents**

SECTION I NOTICE TO CONTRACTORS	<b>NTC-1</b>
SECTION II BIDDING INSTRUCTIONS	<b>BI-1</b>
SECTION III PROPOSAL	<b>PROP-1</b>
SECTION IV AGREEMENT	<b>1</b>
SECTION V INSURANCE AND BONDS	<b>INS 1</b>
SECTION VI CITY OF GOLETA CONSTRUCTION SPECIFICATIONS	<b>GCS-1</b>
SECTION VII SPECIAL PROVISIONS	<b>SP-1</b>

---

## **SECTION I**

### **NOTICE TO CONTRACTORS**

**NOTICE TO CONTRACTORS  
INVITING SEALED BIDS  
FOR THE  
2025 RESIDENTIAL RESURFACING**

**City Project Number: N/A**

PUBLIC NOTICE IS HEREBY GIVEN that the City of Goleta ("CITY"), invites sealed bids for the above stated project and will receive such bids via electronic transmission on the City of Goleta Planet Bids portal site until **April 8, 2025, at 3:00 PM** Late proposals will be rejected. No exceptions.

Copies of the Contract Documents and the Proposal Forms for bidding the project, may be obtained from the PlanetBids Website: <https://pbsystem.planetbids.com>. Proposals which do not acknowledge addendums to the project documents will be rejected.

All communications relative to this project shall be conducted through PlanetBids. Questions about alleged patent ambiguity of the plans, specifications, or estimate must be asked before bid opening. After bid opening, the CITY does not consider these questions as bid protests.

**A pre-bid meeting will be held at N/A.**

It is required that the Bidders have fully inspected the Project site in all particulars and become thoroughly familiar with the terms and conditions of the Bid Plans and Special Provisions and local conditions affecting the performance and costs of the Work prior to bidding and it is recommended that this be done prior to attending this meeting.

Pursuant to California Labor Code Section 1773, the City has ascertained the General Prevailing Rate of Wages in the County in which the work is to be done to be as determined by the Director of Industrial Relations of the State of California. Contractor is hereby made aware that information regarding prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <https://www.dir.ca.gov/OPRL/2024-1/PWD/Southern.html>. The Contractor is required to post a copy of the applicable wage rates at the job site. Attention is directed to Section 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC of the State Standard Specifications.

The California Air Resources Board ("CARB") implemented amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulations ("Regulation") which are effective on January 1, 2024 and apply broadly to all self-propelled off road diesel vehicles 25 horsepower or greater and other forms of equipment used in California. A copy of the Regulation is available at <https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-roaddiesel/appa-1.pdf>. Bidders are required to comply with all CARB and Regulation requirements, including, without limitation, all applicable sections of the Regulation, as codified in Title 13 of the California Code of Regulations section 2449 *et seq.* throughout the term of the Project. Bidders must provide, with their Bid, copies of Bidder's and all listed subcontractors the most recent, valid Certificate of

Reported Compliance (“CRC”) issued by CARB. Failure to provide valid CRCs as required herein may render the Bid non-responsive.

**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.**

Bid must be accompanied by a bid security in the form of a money order, a certified cashier’s check, or bidder’s bond executed by an admitted surety, made payable to CITY. The bid security shall be an amount equal to ten percent (10%) of the total annual bid amount included with their proposals as required by California law.

**Note: All bids must be accompanied by a scanned copy of the bid security uploaded to PlanetBids. The original security of the three (3) lowest bidders must be mailed or submitted to the office of the City Clerk at 130 Cremona Drive, Suite B, Goleta, California 93117, in a sealed envelope and be received or postmarked within three (3) City working 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 2025 Residential Resurfacing 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.

In accordance with the California Public Contract Code 20103.5 when federal funds are involved in local agency contracts, no bid shall be invalidated by the failure of the bidder to be licensed in California at the time of bid opening. However, at the time of award, the selected contractor shall be properly licensed in accordance with the laws of the State and the City of Goleta. Contractor shall possess a valid **Class A - General Engineering Contractor** license prior to award of Contract. Said license shall be maintained during the contract period. It is the Bidder’s and Contractor’s responsibility to obtain the correct Contractor’s licenses. Bidders shall be skilled and regularly engage in the general class or type of work called for under this contract.

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

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

proof of the contractor's and subcontractors' current registration with the DIR to perform public work. If awarded a contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the DIR for the duration of the Project. Failure to provide proof of the contractor's current registration pursuant to Labor Code Section 1725.5 may result in rejection of the bid as non-responsive.

The Contractor Company, including the Responsible Managing Officer (RMO) for the Contractor Company, shall demonstrate a minimum of five (5) years' experience successfully performing projects of substantially similar type, magnitude, and character of the work bid. The CITY reserves the right to reject all bids, reject any bid that is not responsive to the invitation, or to waive any minor irregularity and to take all bids under advisement for a period of up to ninety (90) working days. Failure to provide proof of the Contractor's current registration pursuant to Section 1725.5 of the Labor Code may result in rejection of the bid as non-responsive. Failure to comply with enforcement provisions pursuant to Section 1771.4 of the Labor Code may result in a determination that the Bidder is not responsible.

Bids shall remain open and valid for a period of one hundred twenty (120) calendar days after the Bid Deadline.

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.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 8:00 p.m., Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

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 [cityclerkgroup@cityofgoleta.org](mailto:cityclerkgroup@cityofgoleta.org) or register on the CITY's website ([www.cityofgoleta.org](http://www.cityofgoleta.org)).

CITY OF GOLETA

---

Deborah S. Lopez, City Clerk

Published:

March 6, 2025

**END OF NOTICE TO CONTRACTORS**

## **SECTION II**

### **BIDDING INSTRUCTIONS**

## **SECTION II BIDDING INSTRUCTIONS**

- 1 DEFINITIONS.** Unless provided otherwise, the definitions in the contract documents are applicable to all contract documents.
- 1.1** “Addenda” means written or graphic instruments issued by the City before the bid deadline that modify or interpret the contract documents by additions, deletions, clarifications, or corrections.
  - 1.2** “Alternate” means an amount stated in the bid for which the Bidder offers to perform the Work described in the Bidding Documents as Alternate Work, to be added or deducted from the Total Base Bid, which shall be Contractor’s responsibility if City accepts the Alternate Bid Item.
  - 1.3** “Bid Deadline” means the date and time designated in the notice inviting sealed bids as the last date and time for receipt of bids, as may be revised by addenda.
  - 1.4** “Bidder” means a person or firm that submits a bid.
  - 1.5** “Bidding/Contract Documents” means the Contract, Addenda, Notice to Contractors, bidding instructions, Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Completion) when attached as an exhibit to the Contract, the Bonds, permits from jurisdictional regulatory agencies, City of Goleta Construction Specifications, Special Provisions, Plans, State Standard Plans, Standard State Specifications, Revised Standard Specifications, Labor Surcharge and Equipment Rental Rates, Work Directives, Reference Specifications, Change Orders, Supplemental Agreements, Appendices, Project Plans and any other applicable documents not listed, including modifications incorporated in those documents.
  - 1.6** “Contract Price” means the total aggregate amount of the Contractor’s bid price based on the estimated quantities listed in the Bidding Sheet as set forth in the award of the Contract approved by the City Council, subject to adjustment for variances in quantities and changes pursuant to Change Orders executed in accordance with the Contract Documents.
  - 1.7** “Inspector” means the person designated by the engineer to ensure specification compliance.
  - 1.8** “Total Base Bid” means the sum stated in the bid for which bidder offers to perform the Work described in the contract documents, but not including alternates.
  - 1.9** “Unit or Contract Unit Price” means an amount entered in the bid by bidder or a “Contract Item” price established by the City in the bid, as a price per unit of measurement for payment for materials, equipment or services including taxes, supervision, overhead and profit for a portion of the work described in the Contract Documents.

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

- 2.1** Bidder has read, understood, and made the bid pursuant to the requirements in the Contract Documents.
- 2.2** The Bidder, at its sole cost and expense, has carefully examined the Contract Documents and visited the Project site to become fully acquainted with the local site conditions affecting the Work to be performed including transportation, disposal, handling, and storage of materials.
- 2.3** The bid and the Contract Unit Prices bid are based upon the labor, materials, equipment, and systems required by the Contract Documents.
- 2.4** Bidder and all subcontractors, regardless of tier, have the appropriate registrations and current licenses issued by the State of California Contractor's State License Board and Department of Industrial Relations (DIR) for the Work to be performed. If bidder is a joint venture, the bidder will have a joint venture license appropriate for the performance of the Work, and each member of the joint venture will likewise have the appropriate license. Business and professions code §§ 7000-7191 establish licensing requirements for contractors. If a bidder, that is a specialty contractor, submits a bid involving 3 or more specialized building trades, the Work of which is more than incidental and supplemental to the performance of the Work for which bidder holds a specialty contractor license, bidder must also hold either (1) a specialty contractor "C" license in each such trade or (2) a general engineering contractor "A" license. This requirement is applicable whether or not bidder lists a subcontractor for each such trade.
- 2.5** Bidder shall have the expertise, including the Responsible Managing Officer (RMO) for the Contractor Company, demonstrating a minimum of five (5) years' experience successfully performing projects of the same type, magnitude, and character of the work bid, and financial capacity to perform and complete all obligations under the Contract Documents.
- 2.6** Bidder is aware of and, if awarded the contract, will comply with legal requirements in its performance of the Work.
- 2.7** Bidder is aware of and, if identified as the apparent lowest responsible bidder, would be required to pay City business license fee(s).
- 2.8** Bidder shall not damage or endanger and shall preserve and protect adjacent properties.
- 2.9** Bidder has familiarized itself with the staging and material storage constraints of the Project site and surrounding buildings and will confine its staging and storage operations to approved areas.

- 2.10 Bidder will coordinate its construction activities with the other contractors and utility companies performing work on the Project site, if any, including, but not limited to, any separate contractor retained by the City.
- 2.11 Bidder has checked the figures set forth in the bid schedule and understands that neither the City nor any officer or employee therefore will be responsible for any misunderstandings, errors, or omissions on the part of the Bidder in submitting its Bid. The failure of a Bidder to receive or examine any of the Contract Documents or to inspect the site shall not relieve such Bidder from any obligation with respect to the Bid, the Contract, or the Work required under the Contract Documents.

### **3 CONTRACT DOCUMENTS.**

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

### **4 INTERPRETATION OR CORRECTION OF CONTRACT DOCUMENTS.**

- 4.1 Before submitting its bid, bidder will carefully study and compare the various documents comprising the Contract Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the bid is submitted; will examine the project site, the conditions under which the Work is to be performed, and the local conditions; and will at once report to the City's representative errors, inconsistencies, or ambiguities discovered. The drawings and specifications contained in these Contract Documents do not constitute a representation or warranty that any conditions shown therein actually exist. All soil and test hole data, groundwater elevations, and soil analyses shown on the Plans or included in the Special Provisions apply only at the location of the test holes and to the depths indicated.
- 4.2 Bidder requests for clarification or interpretation of the Contract Documents will be addressed to the City's representative at least five (5) calendar days before the bid deadline.
- 4.3 Clarifications, interpretations, corrections, and changes to the Contract Documents will only be made by addenda. Purported clarifications,

interpretations, corrections, and changes to the Contract Documents made in any other manner will not be binding and bidders will not rely upon them.

## **5 PRODUCT SUBSTITUTIONS.**

- 5.1** No requests for product substitutions will be considered before award of contract.

## **6 SUBCONTRACTORS.**

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

## **7 ADDENDA.**

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

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

## **8 NOT USED**

## **9 FORM AND STYLE OF BIDS.**

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

## **10 BID SECURITY.**

- 10.1** Each bid must be accompanied by bid security, in the amount of 10% of the Total Base Bid on the base Contract Work, excluding any Alternate Bid Items, as security for bidder's obligation to enter into a contract with the City on the terms stated in the proposal form and to furnish all items required by the Contract Documents.
- 10.2** All bids must be accompanied by a scanned copy of the bid security uploaded to PlanetBids. The original security of the three (3) apparent lowest bidders must be mailed to the office of the City Clerk at 130 Cremona Drive, Suite B, Goleta, California 93117, in a sealed envelope

and be received or postmarked within three (3) City working days of the bid due date and time for the bid to be considered. The sealed envelope should be plainly marked on the outside identifying the names as shown in the notice inviting sealed bids.

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

## **11 BID DELIVERY.**

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

## **12 MODIFICATION OR WITHDRAWAL OF BID.**

- 12.1** Bids may not be modified, withdrawn, or canceled within one hundred twenty (120) calendar days after the bid deadline unless otherwise

provided in any supplementary instructions to bidders. The bidder shall be prohibited from further bidding on the project and the bid bond shall be forfeited. The City, at its discretion, may award the bid to the next responsive and responsible bidder. In the event the next bidder refuses to enter into the contract, that bidder's bid bond shall then be forfeited.

### **13 OPENING OF BIDS.**

- 13.1** Bids submitted in the manner required by these instructions and received on or before the bid deadline will be opened and available for viewing on PlanetBids.

### **14 EVALUATION AND REJECTION OF BIDS.**

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

waive any deficiencies, irregularities, or informalities in any Bids or in the bidding process; modify, cancel, or withdraw the Notice Inviting Sealed Bids; issue a new Notice Inviting Sealed Bids; suspend or abandon the Project; seek the assistance of outside technical experts in Bid evaluation; require a bidder to provide a guarantee (or guarantees) of the Contract by a third party; and not issue a Notice to Proceed after execution of the Contract. In submitting a Bid in response to the Notice Inviting Sealed Bids, the bidder is specifically acknowledging the City holds these rights. The Notice Inviting Sealed Bids does not commit the City to enter into a Contract, to reject, in its sole discretion, all Bids, nor does it obligate the City pay for any costs incurred by bidders in preparation and submission of a Bid or in anticipation of a Contract. By submitting a Bid, the bidder disclaims any right to be paid for such costs.

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

## **15 AWARD.**

- 15.1** The City may retain all bids for a period of one hundred and twenty (120) calendar days for examination and comparison, and to delete any portion of the Work from the contract.
- 15.2** The City may waive nonmaterial irregularities in a bid and will accept the lowest responsive bid from a responsible bidder as determined by the City.
- 15.3** The City will determine the low bidder on the basis of the total bid price in words on the bidding sheet as described on the bidding sheet.
- 15.4** City Staff will identify the apparent lowest responsive and responsible bidder and notify such bidder within (30) working days (unless the number of days is modified in any Addendum issued to bidders) after the Bid Deadline. Within ten (10) calendar days after receiving the City's written notice that bidder was identified as the apparent lowest responsible bidder, bidder will submit to the City all of the following items as required by the City:
- 15.4.1** Two originals of the contract signed by bidder.
  - 15.4.2** One original of the payment bond.
  - 15.4.3** One original of the performance bond.
  - 15.4.4** Certificates of insurance and additional insured endorsements.
  - 15.4.5** Copy of current city of Goleta business license certificate.
  - 15.4.6** Names of all subcontractors, with their DIR registration number, license numbers, addresses, telephone number, facsimile number and trade on bidders' company stationery. Evidence, as required by the

city, of the reliability and responsibility of the proposed subcontractors such as statements of experience, statements of financial condition, and references.

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

**15.6** If bidder submits the two original signed contracts and all other items within ten (10) working days after receiving the City's notification, and all such items comply with the requirements of the contract documents, the City will submit the bid to the City Council for award of Contract. Following City Council Award of Contract, the City will sign the contract and return a signed copy of the contract to bidder.

## **16 NOTICE OF INTENT TO AWARD CONTRACT.**

Following the opening of bids and determination of the lowest responsible Bidder, the City will issue a notice of intent to award the Contract, identifying the Bidder to whom the City intends to award the Contract. The award of the Contracts shall be made by the City Council.

## **17 PUBLIC RECORDS.**

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

## **18 BID PROTEST.**

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

- 18.1** The bid protest is in writing;
- 18.2** Protests based upon alleged defects or improprieties in the Contract Documents are filed with the City prior to the Bid Deadline;
- 18.3** All other protests are filed and received by the City not more than five (5) calendar days following the date of City's Notice of Intent to Award the Contract; and
- 18.4** The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest. All factual contentions must be supported by competent, admissible and credible evidence.
- 18.5** Any matters not set forth in the written bid protest shall be deemed waived. Any bid protest not conforming to the foregoing shall be rejected by the City as invalid.

## **19 COMPLIANCE WITH CARB REGULATIONS**

The City is a Public Works Awarding Body, as defined under Title 13 California Code of Regulations Section 2449(c)(46). Accordingly, Bidders must submit, with their Bids, a valid Certificate of Reported Compliance ("CRC") for the Bidder's and its listed subcontractors fleet (including any applicable leased equipment or vehicles). Bidder must complete and submit the Fleet Compliance Certification, on the form included in the bid package. Failure to provide a valid CRC for the Bidder's fleet, and for the fleets of all listed subcontractors, or failure to complete the Fleet Compliance Certification, may render the Bid non-responsive.

## **SECTION III**

## **PROPOSAL**

**SECTION III PROPOSAL**  
**BID PROPOSAL**  
**FOR**  
**2025 RESIDENTIAL RESURFACING 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 **2025 RESIDENTIAL RESURFACING PROJECT** as set forth in the Plans, Specifications, and Contract Documents, and to perform all work in the manner and time prescribed therein.

Bidder declares that this Bid is based upon careful examination of the Work site, Plans, Specifications, Bidding Instructions, and all other Contract Documents. If this Bid is accepted for award, Bidder agrees to enter into a contract with City at the unit and/or lump sum prices set forth in the following Bid Schedule. Bidder understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to City of the Bid Security accompanying this Bid.

Bidder understands that a Bid is required for the entire Work, that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing Bids, and that final compensation under the Contract will be based upon the actual quantities of Work satisfactorily completed. THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT per Section 9-1.06B INCREASES OF MORE THAN 25 PERCENT and Section 9-1.06C DECREASES OF MORE THAN 25 PERCENT. 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 TEN (10) WORKING DAYS 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.

**SECTION III BID PROPOSAL  
FOR**

**2025 RESIDENTIAL RESURFACING PROJECT**

The Project insurance requirements are per the State Standard Specifications, as modified by the City of Goleta Construction Specifications contained herein.

Full Legal Name of Bidder: \_\_\_\_\_

Type of Entity: \_\_\_\_\_  
(corporation, partnership, etc.)

State of Incorporation / Organization: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Physical Address: \_\_\_\_\_  
(must be included even if PO box is used for mailing)

City, State, Zip: \_\_\_\_\_

Telephone Number: Area Code (\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_

California Contractor License No. \_\_\_\_\_

Contractor (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Department of Industrial Relations and certified to bid on Public Works contracts. Register at: <https://www.dir.ca.gov/public-works/contractor-registration.html>.

Contractor Department of Industrial Relations Registration No. \_\_\_\_\_

California Contract License Classification(s) \_\_\_\_\_

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (23 CRF 635.110).

The work for which this bid is submitted is for construction in conformance with the Special Provisions (including the payment of not less than the State general prevailing wage rates), the Project Plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans, dated 2018, the California Department of Transportation

Standard Specifications, dated 2018, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The work to be done and referred to herein is in the City of Goleta, Santa Barbara County, State of California, and is to be constructed in accordance with the Contract Documents and the Prevailing Wage Rates of the Department of Industrial Relations.

The work to be done is described in the Contract Documents entitled **2025 RESIDENTIAL RESURFACING PROJECT** City of Goleta, California.

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that he or she has carefully examined the location of the proposed work and the Contract Documents; and proposes, and agrees if this Proposal is accepted, that he or she will Contract with the City of Goleta, in the form of a copy of the Agreement contained in the Bid Document, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Director, as therein set forth, and that he or she will take in full payment therefore prices indicated in the Schedule of Bid Items, including all work modified by addendum numbers \_\_\_\_\_. (IF NONE, STATE NONE).

In accordance with the provisions of California Labor Code Section 6707, whenever the State, a County, City and County, or City issues a call for bids for the construction of a pipeline, drainage, water, sewer, sewage disposal system, boring or jacking pits, or similar trenches or open excavations, which are five (5' ) feet or deeper, such call shall specify that each bid submitted in response thereto shall contain, as a bid item, adequate sheeting, shoring, and bracing or equivalent method, for the protection of life or limb, which shall conform to applicable safety orders.

As required under the provisions of California Public Contract Code Section 4104 et seq., any person making a bid or offer to perform the work, shall in his or her bid or offer, set forth: (a)(1) The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the primary Contractor specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the prime Contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the prime contractor's total bid or ten thousand dollars (\$10,000) whichever is greater; (2)(A) Subject to subparagraph (B), any information requested by the officer,

department, board, or commission concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor's name and location of business, may be submitted by the prime contractor up to 24 hours after the deadline established by the officer, department, board, or commission for receipt of bids by prime contractors; (B) A state or local agency may implement subparagraph (A) at its option; (b) The portion of the work that will be done by each such subcontractor under this Act. The prime Contractor shall list only one (1) subcontractor for each such portion as defined by the prime Contractor in his or her Bid.

## **2025 RESIDENTIAL RESURFACING PROJECT**

### **BIDDING SHEET**

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

The City further reserves the right to reject any or all bids, to waive any informality or irregularity in any bid or the bidding procedure, and to delete any items of work in the award of contract. The City's decision on the bid amount is final.

Bidders must bid on all items in the Bid Schedule including the Supplemental and/or Alternative Bid Items in order for their bids to be complete. The award of contract will be based on the criteria outlined in Section 14 of the Bidding Instructions.

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

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

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

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

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

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount of the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the City's Final Estimate of cost.

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

**REPLACE WITH PDF OF PROJECT SPECIFIC BIDDING SHEET**

LIST OF SUBCONTRACTORS

The Bidder shall list the name, address, license number, and description of work, bid item number, percentage of bid item subcontracted by cost and Department of Industrial Relations Registration number for each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.10 SUBCONTRACTOR LIST of the State Standard Specifications. Attention is also directed to Section 5-1.13 SUBCONTRACTING of the Special Provisions. Listed subcontractors must be registered with the Department of Industrial Relations. Pursuant to SB 854, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). Bidder shall list the DIR registration number for each subcontractor.

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:

Bid Item Number(s)	Subcontractor License Number	Subcontractor DIR Registration Number	Percent of Total Bid	Subcontractor's Name & Address

Bid Item Number(s)	Subcontractor License Number	Subcontractor DIR Registration Number	Percent of Total Bid	Subcontractor's Name & Address

### **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 five (5) years:

1.     Name of Agency \_\_\_\_\_  
      Agency Address \_\_\_\_\_  
      Telephone \_\_\_\_\_  
      Contact Person \_\_\_\_\_  
      Contract Amount \_\_\_\_\_
  
2.     Name of Agency \_\_\_\_\_  
      Agency Address \_\_\_\_\_  
      Telephone \_\_\_\_\_  
      Contact Person \_\_\_\_\_  
      Contract Amount \_\_\_\_\_
  
3.     Name of Agency \_\_\_\_\_  
      Agency Address \_\_\_\_\_  
      Telephone \_\_\_\_\_  
      Contact Person \_\_\_\_\_  
      Contract Amount \_\_\_\_\_

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

---

---

---

### **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

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

## ELIGIBILITY TO CONTRACT

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

## BIDDER'S INFORMATION

Bidder certifies that the following information is true and correct:

Bidder's Name \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

State Contractor's License No. and Class \_\_\_\_\_

Original Date Issued \_\_\_\_\_ Expiration Date \_\_\_\_\_

DIR Registration No: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I declare under penalty of perjury under the laws of the State of California that the above representations are true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_\_ California.

\_\_\_\_\_  
Signature and Title of Bidder  
or Authorized Representative

## BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS AND DEFAULTS

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

1. Have you ever been disqualified from any government contract?

Yes ☐ No ☐

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

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Signature and Title of Bidder or Authorized Representative

**BID BOND FOR:**  
**2025 RESIDENTIAL RESURFACING**

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

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

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

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL: \_\_\_\_\_

(Address) \_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_

(Signature and Title of Authorized Officer)

BY: \_\_\_\_\_

(Signature and Title of Authorized Officer)

SURETY: \_\_\_\_\_

(Address) \_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_  
(Signature and Title of Authorized Officer)

BY: \_\_\_\_\_  
(Signature and Title of Authorized Officer)

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment. Also, evidence of the authority of any person signing as attorney-in-fact must be attached.

**STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES CONCERNING  
THE CONTRACTOR'S LICENSING LAWS**

[Business & Professions Code § 7028.15; Public Contract Code § 20103.5]

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

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

Bidder: \_\_\_\_\_

License No.: \_\_\_\_\_ Class \_\_\_\_\_ Expiration date: \_\_\_\_\_

DIR Registration No.: \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

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

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

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

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Company: \_\_\_\_\_

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

**NON-COLLUSION DECLARATION  
FOR  
2025 RESIDENTIAL RESURFACING PROJECT**

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

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

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

\_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state]

---

(Signature and Title of Authorized Representative)

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)*

### **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The bidder \_\_\_\_\_, proposed subcontractor \_\_\_\_\_, hereby certifies that he has\_\_\_\_\_, has not\_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

---

## **PUBLIC CONTRACT CODE**

### **Public Contract Code Section 10285.1 Statement**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_\_, has not \_\_\_\_\_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

---

## **PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

## **PUBLIC CONTRACT CODE 10232 STATEMENT**

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

---

## DEBARMENT AND SUSPENSION CERTIFICATION

### TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification.

---

## IRAN CONTRACTING ACT DISCLOSURE FORM

### GENERAL

#### GENERAL REQUIREMENTS

- A. Pursuant to the Iran Contract Act of 2010 (California Public Contract Code, Sections 2202-2208), Bidders are ineligible to bid on projects with a public entity for goods or services of one million dollars (\$1,000,000) or more if the Bidder engages in investment activities in Iran.
- B. Bidders must provide the below disclosure form as a mandatory submittal for all projects in excess of \$1,000,000. The Iran Contracting Act Disclosure Form shall be submitted by the 3 apparent low bidders within 7 working days after opening of the bids.

(California Public Contract, Sections 2202-2208)

When responding to a bid or proposal or executing a contract or renewal for a City contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 working days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code Section 2203(c) or (d).

To comply with this requirement, please provide your vendor or financial institution name and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

#### **OPTION #1 – CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million (\$20,000,000) or more in credit to another person/vendor, for 45 working days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>
<i>By (Authorized Signature)</i>

<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

## DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

BID MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT  
ATTACHED.

Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following  
is required.

**The undersigned Proposer certifies that it and all subcontractors performing under this contract will provide a drug-free workplace by:**

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a Drug-Free Awareness Program to inform employees about:
  - a. The dangers of drug abuse in the workplace.
  - b. The Contractor's policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation, and employee assistance program.
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Notify employees that as a condition of employment under this Contract, employees will be expected to:
  - a. Abide by the terms of the statement.
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.
4. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) working days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
  - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

\* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation, or business was performing work within three (2) years of the date of my signature below.

**EXCEPTION:**

Date	Violation Type	Place of Occurrence
If additional space is required use back of this form.		

\*The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION CONTRACT, AS A RESULT OF THIS BID; THE PROPOSER WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

PROPOSER'S

NAME:

---

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature Title

**Effects of violations:** a. Suspension of payments under this contract. b. Suspension or termination of the contract.  
c. Suspension or debarment of the contractor from receiving any contract from the City of Goleta for a period not to  
exceed five years.  
FM 681 7/10/9

**COMPLIANCE WITH ECONOMIC SANCTIONS  
IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE**

SAPC Information Notice 22-15

*Per Executive Order N-6-22, all contractors and grantees that have agreements valued at \$5 million or more with agencies/departments subject to the California Governor's authority are directed to report to their contracting or grantor agency or department regarding their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.*

**Instructions: Complete Section 1, provide a letter for Section 2 and return both to your CPA.**

**1) ATTESTATION OF COMPLIANCE:**

Having conducted a good faith review, I attest that \_\_\_\_\_  
(agency name) is in compliance with the economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

<b>Contractor/Provider Name (Printed):</b>	<b>Contract Number (s):</b>
<b>By (Authorized Signature):</b>	
<b>Printed name and title of authorized signor:</b>	
<b>Date of Signed Attestation of Compliance:</b>	

**2) REPORT OF ACTIONS/STEPS TAKEN:**

Attach a brief report to this notice form, on your agency letterhead describing the steps and actions, if any, you have taken in response to Russia's actions in Ukraine and to ensure compliance with the EO. *Please note that responses may be subject to disclosure under the California Public Records Act. Accordingly, please do not include any confidential information or disclosures that could pose security risks.*

### Fleet Compliance Certification.

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- ☐ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- ☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- ☐ Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).
- ☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- ☐ The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **SECTION IV**

### **AGREEMENT**

**REPLACE WITH PDF OF PW CONSTRUCTION CONTRACT FOUND IN LEGAL REVIEW →  
GENERAL → PW CONSTRUCTION CONTRACT.DOCX**

**SECTION V**  
**INSURANCE AND BONDS**

## INSURANCE REQUIREMENTS

### General Liability Insurance

The general liability must be at least combined single limits of no less than \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate, \$25,000,000 Umbrella or excess liability, and must contain:

1. Extension of coverage to the City, its officials, officers, agents and employees, as additional insureds, with respect to Contractor's liabilities hereunder in insurance coverages identified above;
2. A provision that coverage will not be canceled or subject to reduction until at least thirty (30) working days' prior written notice has been given to the City Clerk, addressed to 130 Cremona Drive, Suite B, Goleta, CA 93117;
3. A provision that Contractor's insurance shall apply as primary, and not excess of, or contributing with, the City;
4. Contractual liability coverage sufficiently broad so as to include the liability assumed by the Contractor in the indemnity and hold harmless provisions of the Standard Condition;
5. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each;
6. A broad form property damage endorsement;
7. A provision that the policies be provided on an "occurrence" basis;
8. Coverage for XCU (explosion, collapse, underground) hazards if applicable to the work; and
9. Products and completed operations coverage.

Umbrella or Excess Liability policies (Over Primary) if used to meet limit requirements shall provide coverage at least as broad as specified for underlying coverages and covering those insured in the underlying policies. Any such policy shall include a drop-down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be "pay on behalf," with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion of claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. Limits are subject to review but in no event less than \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate, except with respect to umbrella or excess liability which must be no less than the amount set forth above.

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

### Policy Forms, Endorsements and Certificates

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

### **NOTICE TO INSURANCE BROKER**

Your client has been awarded a bid by the City Council of the City of Goleta to perform a public works project known as \_\_\_\_\_. The Contract Conditions for that project require your client ("the Contractor") to return certain evidence of insurance and bonds to the City Attorney of the City within fifteen (15) working days after the Bid award, or else the Bid award may be terminated and awarded to another company.

This package contains the information you will need as an insurance broker to provide the appropriate insurance and bonds to the City. The insurance coverages the Contractor needs are specified in the section entitled "Insurance Requirements." Please note that, in addition to the insurance certificate itself, copies of several endorsements must be actually furnished for review.

Please refer to Special Provisions for modifications of the Standard Construction Specifications and the requirements of this insurance packet.

Please use the standard City of Goleta Bond Forms provided in this package.

The Bonds required must each be in the penal amount of: \$\_\_\_\_\_.

Documents should be forwarded to or questions addressed to:

Office of the City Attorney  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117  
(805) 961-7500

When forwarding the documents, please refer to the project name so that the documents can be matched with the Contract for which they are submitted.

Thank you.

## **INSURANCE REQUIREMENTS**

In addition to Section 7-1.06 INSURANCE of the State Standard Specifications the:

- A. Evidence of Maintenance Required. The Contractor shall, at all times, maintain in full force and effect at a minimum the insurance required by this section; and the Contractor shall not allow any subcontractor to commence work until similar insurance required of the subcontractor has been obtained and filed. An original Certificate of Insurance, and copies of all required endorsements, all in a form approved by the Director, evidencing all required coverage or policies shall be filed after the award of the bid and prior to approval of the Contract by the City Council. Contractor shall provide ten (10) working days prior written notice to the City of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Goleta as Certificate holder.
- B. Qualifying Insurers. With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.
- C. Insurance Required. Commercial General Liability, automobile liability, and workers' compensation insurance shall be maintained as follows:
- |   |  |
|---|--|
| 1. Commercial General Liability<br>for Minor Construction<br>Projects<br>(Projects under \$1,000,000) | \$2,000,000 each occurrence<br>\$4,000,000 aggregate<br>5,000,000.00 Umbrella or excess<br>liability<br>Personal Injury:<br>\$2,000,000 each occurrence<br>\$4,000,000 aggregate<br>5,000,000.00 Umbrella or excess<br>liability     |
| Commercial General Liability<br>for<br>Major Construction Projects<br>(Projects over \$1,000,000)     | \$5,000,000 each occurrence<br>\$10,000,000 aggregate<br>25,000,000.00 Umbrella or excess<br>liability<br>Personal Injury:<br>\$5,000,000 each occurrence<br>\$10,000,000 aggregate<br>25,000,000.00 Umbrella or excess<br>liability |

The Commercial General Liability policy shall include coverage or endorsements for:

- a. Completed operations.
- b. Losses related to independent contractors, products and equipment.
- c. Explosion, collapse and underground hazards.

The Commercial General Liability insurance shall include the following, copies of which shall be provided:

- a. Inclusion of the City of Goleta, and its officers, agents, employees, and volunteers, as additional insureds (except for workers' compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the Insurance Services Office ("ISO") CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsements must include coverage for on-going and completed operations. Endorsements shall cover the City of Goleta, its officers, agents, employees, and volunteers.
- b. Cross liability and severability of interest clauses providing that the insurance applies separately to each insured except with respect to the limits of liability.
- c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither the City nor its insurers will be called upon to contribute to a loss.
- d. Such insurance shall specifically cover the contractual liability of the CONTRACTOR.
- e. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- f. Waiver of subrogation endorsement.
- g. The CONTRACTOR shall furnish a certificate for the period covered.

#### SPECIAL NOTICE - CLAIMS MADE COVERAGE:

Liability insurance coverage may not be written on a "claims made" basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

1. Comprehensive Automobile Liability for bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) combined single limits per accident, applicable to all owned, non-owned, and hired vehicles.
2. Statutory Workers' Compensation and Employer's Liability Insurance, including a waiver of subrogation endorsement and a Broad Form "All-States" Endorsement for all employees engaged in services or operations under the Contract. The employer's liability insurance shall provide limits of not less than One Million Dollars (\$1,000,000) per occurrence. Both the workers' compensation and employer's liability policies shall contain

the Insurer' s waiver of subrogation in favor of the City, its officers, agents, employees, and volunteers.

#### **7-1.12.2 BUILDER'S RISK/COURSE OF CONSTRUCTION INSURANCE:**

The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion.

The Contractor shall secure "All Risk" type of builder' s Risk Insurance of the type covering one hundred percent (100%) of the value of the work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the work completed. The policy shall cover hazards including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

The policies providing such insurance shall name the City as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with the City. The maximum deductible allowable under the Builder' s All Risk policy shall be five percent (5%) of the Contract amount.

Builder' s Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

#### **7-1.12.3 OTHER INSURANCE PROVISIONS:**

- A. The requirements of the State Standard Specifications as to types and limits of insurance coverage to be maintained by the Contractor, and any approval of insurance by the City, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude the City from taking any other action available to it under any other provision of the Contract or law.
- B. The City acknowledges that some insurance requirements contained in these provisions may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract. Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions ("SIR") must be declared on the certificate of insurance and approved by CITY in writing. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- C. The Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, the Contractor shall require its subcontractors to agree to be bound to the Contractor and the City in the same manner and to the same extent as the Contractor is bound to the City under this Contract. Additionally, the Contractor shall obligate its

subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of the City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, the Contractor may insure subcontractor(s) under its own policy.

- D. The City, its officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04.
- E. The limits of insurance required in this Contract may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City (if agreed to in a written contract) before the City's own insurance shall be called upon to protect it as a named insured.
- F. THE CITY RESERVES THE RIGHT TO WITHHOLD ANY PROGRESS PAYMENTS TO THE ONTRACTOR IN THE EVENT OF NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.**

Additional Insurance Requirements:

**Contractor's pollution liability insurance.** Coverage shall provide for liability arising out of sudden, accidental, and gradual pollution, and remediation. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for remediation of the site in the event of an environmental contamination event arising out of the materials, supplies, products, work, operations, or workmanship.

**Transportation pollution liability insurance.** Coverage shall be in an amount not less than \$5,000,000 combined single limit per accident and shall include Pollution Liability (CA9948) and MCS-90 Endorsements. The policy shall provide coverage for transportation of pollutants/contaminants to and from the job site and the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

## FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Goleta, has awarded to \_\_\_\_\_, (hereinafter referred to as the "Contractor") an agreement for the **2025 RESIDENTIAL RESURFACING PROJECT** (hereinafter referred to as the "Project"). For the purposes of this Faithful Performance Bond, the City of Goleta and Caltrans shall hereinafter be referred to as "City."

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

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

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

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

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

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

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

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

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

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

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

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

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

Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of  
premium charges is \$ \_\_\_\_\_.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

(Telephone number of Surety \_\_\_\_\_  
and Agent or Representative for  
service of process in California)

# Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

## OPTIONAL

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

### CAPACITY CLAIMED BY SIGNER

### DESCRIPTION OF ATTACHED DOCUMENT

Individual

Corporate Officer

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title or Type of Document

Partner(s)

Limited

General

\_\_\_\_\_  
Number of Pages

Attorney-In-Fact

Trustee(s)

Guardian/Conservator

\_\_\_\_\_  
Date of Document

Other:

Signer is representing:

Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
Signer(s) Other Than Named Above

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

## Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

Individual

Corporate Officer

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title or Type of Document

Partner(s)

Limited

General

\_\_\_\_\_  
Number of Pages

Attorney-In-Fact

Trustee(s)

Guardian/Conservator

\_\_\_\_\_  
Date of Document

Other:

Signer is representing:

Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
Signer(s) Other Than Named Above

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

## **END OF PERFORMANCE BOND**

## LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Goleta by action taken or a resolution passed \_\_\_\_\_, 20\_\_\_\_, has awarded to \_\_\_\_\_ hereinafter designated as the "Principal," a contract for the work described as follows: the **2025 RESIDENTIAL RESURFACING PROJECT** (the "Project"). the purposes of this Faithful Performance Bond, the City of Goleta and Caltrans shall hereinafter be referred to as "City."; and

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

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

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

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

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for

whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

## Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

Individual

Corporate Officer

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title or Type of Document

Partner(s)

Limited

General

\_\_\_\_\_  
Number of Pages

Attorney-In-Fact

Trustee(s)

Guardian/Conservator

\_\_\_\_\_  
Date of Document

Other:

Signer is representing:

Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
Signer(s) Other Than Named Above

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

## Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

Individual

Corporate Officer

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
Title(s)

Partner(s)

Limited

General

Attorney-In-Fact

Trustee(s)

Guardian/Conservator

Other:

Signer is representing:

Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

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

**END OF LABOR AND MATERIAL PAYMENT BOND**

## **SECTION VI**

### **CITY OF GOLETA CONSTRUCTION SPECIFICATIONS**

**SECTION VI**  
**CITY OF GOLETA CONSTRUCTION SPECIFICATIONS**  
**TABLE OF CONTENTS**

Adoption of State Specifications	
Section 1. Definitions and Terms	GCS-2
Section 2. Proposal Requirements and Conditions	GCS-3
Section 3. Contract Award and Execution	GCS-6
Section 4. Scope of Work	GCS-7
Section 5. Control of Work	GCS-7
Section 6. Control of Material	GCS-9
Section 7. Legal Relations and Responsibility	GCS-9
Section 8. Prosecution and Progress	GCS-21
Section 9. Measurement and Payment	GCS-22

## SECTION 1. DEFINITION AND TERMS

1-1.03 **ACCEPTANCE.** Shall mean the formal Acceptance by resolution of the Goleta City Council of an entire Contract which has been completed in all respects in accordance with the Plans and specifications and any modifications thereof previously approved, causing a notice of completion to be filed with the County Recorder.

1-1.13 **DEPARTMENT.** Shall mean the Department of Public Works of the City of Goleta, also referred to as the Department of Contract Administration. References made to the Department of Transportation otherwise shall mean the State of California Department of Transportation.

1-1.15 **DIRECTOR.** Shall mean the Public Works Director or his or her duly authorized representative.

1-1.17 **[Reserved]**

1-1.18 **ENGINEER.** Shall mean the Public Works Director or his or her duly authorized representative.

1-1.19 **ENGINEER'S ESTIMATE.** The estimate prepared by the Public Works Director of quantities of work to be performed.

1-1.26 **LIQUIDATED DAMAGE.** The amount to be deducted from payments due or to become due to the Contractor for delay, as set forth in the Special Provisions.

1-1.29 **PLANS.** The official project Plans, State Standard Plans, Improvement Plans, profiles, typical cross sections, general cross sections, working drawings, and supplemental drawings, or reproductions thereof, approved by the Director which show the location, character, dimensions and details of the work to be performed. All such documents are to be considered as a part of the Plans whether or not reproduced in the special provisions.

In the above definition, the following terms are defined as follows:

- (a) State Standard Plans – The 2018 Standard Plans of the Department of Transportation of the State of California.
- (b) Revised State Standard Plans – The Revised Standard Plans of the Department of Transportation of the State of California.
- (c) Project Plans – The project Plans are specific details and dimension peculiar to the work and supplemented by the State Standard Plans, insofar as the same may apply.
- (d) Improvement Standards – The Improvement Standards and Construction Standards of the City of Goleta Department of Public Works.

1-1.30 **SPECIFICATIONS.** State Standard Specifications, revised standard specifications, special provisions

In the above definition, the following terms are defined as follows:

- (a) State Standard Specifications – Specifications standard to Caltrans' construction projects. These specifications are in a book titled Standard Specifications 2018.
- (b) Revised Standard Specifications – New or revised standard specifications. These specifications are in a section titled Revised Standard Specifications in a book titled REVISIONS TO THE STANDARD SPECIFICATIONS 2018 dated 2018.
- (c) Special Provisions – Specifications specific to the project.

1-1.39 **STATE.**

Reference to the State or State of California shall mean City or City of Goleta unless the reference is to a law or regulation of the State.

1-1.50 **CITY ATTORNEY.**

The City Attorney of the City of Goleta.

**1-1.51 ATTORNEY GENERAL.**

The City Attorney of the City of Goleta.

**1-1.52 CITY CLERK.**

Shall mean the City Clerk of the City of Goleta.

**SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS**

**2-1.03 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK**

The bidder shall examine carefully the site of the work contemplated, the plans and specifications, and the proposal and contract forms therefor. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the general and local conditions to be encountered, as to the character, quality and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the proposal, plans, specifications and the contract.

The submission of a bid shall also be conclusive evidence that the bidder is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information was reasonably ascertainable from an inspection of the site and the records of exploratory work done by the Department as shown in the bid documents, as well as from the plans and specifications made a part of the contract.

Where the Department has made investigations of site conditions including subsurface conditions in areas where work is to be performed under the contract, or in other areas, some of which may constitute possible local material sources, bidders or contractors may, upon written request, inspect the records of the Department as to those investigations subject to and upon the conditions hereinafter set forth.

Where there has been prior construction by the Department or other public agencies within the project limits, records of the prior construction that are currently in the possession of the Department and which have been used by, or are known to, the designers and administrators of the project will be made available for inspection by bidders or contractors, upon written request, subject to the conditions hereinafter set forth. The records may include, but are not limited to, record drawings, design calculations, foundation and site studies, project reports and other data assembled in connection with the investigation, design, construction and maintenance of the prior projects.

When a log of test borings or other record of geotechnical data obtained by the Department's investigation of surface and subsurface conditions is included with the contract plans, it is furnished for the bidders' or Contractor's information and its use shall be subject to the conditions and limitations set forth in this Section 2-1.03.

When cross sections are not included with the plans, but are available, bidders or contractors may inspect the cross sections and obtain copies for their use, at their expense.

When cross sections are included with the contract plans, it is expressly understood and agreed that the cross sections do not constitute part of the contract, do

not necessarily represent actual site conditions or show location, character, dimensions and details of work to be performed, and are included in the plans only for the convenience of bidders and their use is subject to the conditions and limitations set forth in this Section 2-1.03 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK.

When contour maps were used in the design of the project, the bidders may inspect those maps, and if available, they may obtain copies for their use.

The availability or use of information described in this Section 2-1.03 is not to be construed in any way as a waiver of the provisions of the first paragraph in this Section 2-1.03 and bidders and contractors are cautioned to make independent investigations and examinations as they deem necessary to be satisfied as to conditions to be encountered in the performance of the work and, with respect to possible local material sources, the quality and quantity of material available from the property and the type and extent of processing that may be required in order to produce material conforming to the requirements of the specifications.

The Department assumes no responsibility for conclusions or interpretations made by a bidder or contractor based on the information or data made available by the Department. The Department does not assume responsibility for the representation made by its officers or agents before the execution of the contract concerning surface or subsurface conditions, unless that representation is expressly stated in the contract.

No conclusions or interpretations made by a bidder or contractor from the information and data made available by the Department will relieve a bidder or contractor from properly fulfilling the terms of the contract.

#### **2-1.05 PROPOSAL FORMS.**

The Department will furnish to each Bidder a standard proposal form, which, when filled out and executed shall be submitted as his bid. Bids are not presented on forms so furnished will be disregarded.

The proposal form is included in these Contract Documents. The proposal shall set forth for each item of work, in clearly legible figures and words, an item price and a total for the item in the respective spaces provided, and shall be signed by the Bidder, who shall fill out all blanks in the proposal form as required therein.

All items shown on schedule of bid items shall be properly filled in and shall include all costs of labor, materials, equipment, State, Federal, or other taxes applicable to the transaction. The completed forms shall be without inter-lineations, erasures or alterations of any nature. If the proposal is made by an individual, his or her name and post office address must be shown; if made by a firm or partnership, the name and post office address of each member of the firm or partnership must be shown; or if made by a corporation, the proposal shall show the name of the State under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary, and treasurer of said corporation. If the proposal is signed by an agent, a "Power of Attorney" must be filed with the proposal.

The proposal shall be submitted as directed in the "Notice to Contractors" and identifying the project to which the proposal relates and the time and date of the bid opening therefore. Proposals which are not properly marked may be disregarded. Proposal forms are not transferable.

#### **2-1.06D PROPOSAL GUARANTY.**

All bids shall be presented under sealed cover and accompanied by one (1) of the following forms of Bidder's security.

1. Cash, a cashier's check, a certified check, or a Bidder's bond executed by an admitted surety insurer, made payable to the City.
2. The security shall be in an amount equal to at least ten percent (10%) of the amount bid. A bid will not be considered unless one (1) of the forms of Bidder's security is enclosed with it.
3. A Bidder's bond will not be accepted unless it conforms to a bond form approved by the City Attorney. Upon request "Bidder's Bond" forms may be obtained from the Department.

#### **2-1.06G PREVIOUS DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING.**

A bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local project because of a violation of law or a safety regulation.

#### **2-1.11 COMPETENCY OF BIDDERS.**

If two (2) or more prospective Bidders desire to bid jointly as a joint venture on a single project, they must file an affidavit of joint venture with the Bid on a form approved by the City Attorney, and such affidavit of joint venture will be valid only for the specific project for which it is filed. If such affidavit of joint venture is not filed as aforesaid and approved by the City Attorney prior to the time for awarding bids on the specific project for which it is submitted, a joint bid submitted by said Bidders will be disregarded. No bid will be accepted from or a Contract awarded to any Bidder to whom a proposal form has not been issued pursuant to Section 2-1.05 PROPOSAL FORMS of these Specifications.

#### **2-1.12 GUARANTY AND WARRANTY.**

The Contractor shall guarantee and warrant all materials supplied as being fit for the purpose intended. The Contractor shall guarantee and warrant all work performed as having been accomplished in a proper and workman-like manner. The guarantee and warranty required by this section shall continue for a period of one (1) year after Acceptance of the Work.

Should any failure of the work occur within a period of one (1) year, after Acceptance of the project by the City Council due to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly make the needed repairs at his or her expense.

The City is hereby authorized to make such repairs if the Contractor fails to make or undertake with due diligence the aforesaid repairs within ten (10) working days after

being given written notice of such failure; provided, however, that in case of emergency where in the opinion of the Engineer of Work, providing a reasonable attempt has been made to notify the Contractor, delay would cause serious loss or damages, or a serious hazard to the public, the repairs may be made or lights, signs, and barricades erected without prior notice to the Contractor, and the Contractor shall pay the entire cost thereof. At the completion of the work the faithful performance bond may be reduced at the discretion of the City Council to not less than ten percent (10%) of the Contract price to cover said guarantee. Additional guarantees or warranties may be required by the Special Provisions.

#### **2-1.40 WITHDRAWAL OF PROPOSALS.**

Any bid may be withdrawn at any time prior to the time fixed in the public notice for the deadline submission of bids only by written request for the withdrawal of the bid filed with the Director. The request shall be executed by the bidder or his or her duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after the deadline for submission of bids nor may any bid be withdrawn after the time fixed in the public notice for deadline for submission of bids. Immediately following the deadline for submission of bids all bids shall become the property of the City of Goleta and City is under no obligation to return.

#### **2-1.47 BID RELIEF.**

If the Bidder claims a mistake was made in his or her bid, the Bidder shall give the Department written notice within five (5) calendar days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred. No relief from a claimed mistaken bid shall be granted unless such mistake clearly appears on the face of the bid submitted to the City. Claimed mistakes on backup worksheets, spreadsheets, computerized bidding programs, or any other similar calculative bidding mistake which is not apparent on the face of the bid shall not under any circumstance be considered as a basis for relief. The burden of proving the occurrence of a mistake entitling a bidder to relief from its bid rests entirely on the bidder. Relief from bids shall be in the City's sole discretion.

### **SECTION 3. CONTRACT AWARD AND EXECUTION**

#### **3-1.04 CONTRACT AWARD.**

The right is reserved to reject any and all proposals. The award of the Contract, if it be awarded, will be to the lowest responsible Bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made within ninety (90) working days after the public opening of the proposals. If the lowest responsible Bidder refuses or fails to execute the Contract, the Goleta City Council may award the Contract to the second lowest responsible Bidder. Such award, if made, will be made within one-hundred and twenty (120) working days after the public opening of proposals. If the second lowest responsible Bidder refuses or fails to execute the Contract, the City may award the Contract to the third lowest responsible Bidder. Such award, if made, will be made within one hundred and twenty (120) working days after public opening of the proposals. The periods of time specified above within which the award of Contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the Goleta City Council and the Bidder concerned.

All bids will be compared on the basis of the Director' s estimate of the quantities of work to be done.

### **3-1.05 CONTRACT BONDS.**

The successful Bidder, simultaneously with the execution of the Contract, will be required to furnish a payment bond in an amount equal to one hundred percent (100%) of the Contract price, and a faithful performance bond in an amount equal to one hundred percent (100%) of the Contract price; said bonds shall be in a form approved by the City Attorney and shall be secured by a surety company satisfactory to the City Attorney. If the Contract price increases by the issuance of Change Orders, the Contractor shall within ten (10) working days provide a commensurate increase in the penal amounts of the bonds required.

Furthermore, the successful bidder shall furnish a certificate from the County Clerk as required by California Civil Code of Procedure Section 995.660(a)(3).

### **3-1.18 CONTRACT EXECUTION.**

The Contract, in form and contents satisfactory to the City, shall be executed by the successful Bidder and returned, together with the Contract bonds and certificates of insurance within ten (10) calendar days, after written notice that the Contract has been awarded. No proposal shall be considered binding upon the City until the execution of the Contract by the City.

### **3-1.20 FAILURE TO EXECUTE CONTRACT.**

Failure of the lowest responsible Bidder, the second lowest responsible Bidder, or the third lowest responsible Bidder to execute the Contract and file acceptable bonds and insurance as provided herein within fifteen (15) working days after such Bidder has received notice that the Contract has been awarded to him or her shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee to the City as Liquidated Damages. The successful Bidder may file with the Goleta City Council a written notice, signed by the Bidder or his or her authorized representative, specifying that the Bidder will refuse to execute the Contract if presented to him or her. The filing of such notice shall have the same force and effect as the failure of the Bidder to execute the Contract and furnish acceptable bonds and insurance within the time prescribed by Section 3-1.18 CONTRACT EXECUTION of these Specifications.

## **SECTION 4. SCOPE OF WORK**

Not used.

## **SECTION 5. CONTROL OF WORK**

### **5-1 MEANS, METHODS AND APPLIANCES.**

The means, methods, and appliances adopted by the Contractor shall be planned and executed to produce the highest grade quality of work and will enable the Contractor to complete the Work in the time agreed upon. The City and Engineer shall not supervise, direct, or have control over, or be responsible for, Contractor's means, methods, and appliances of construction or for the safety precautions and programs incident thereto, or for any failure of Contractor to comply with laws and regulations applicable to the furnishing or performance of Work.

#### **5-1.04 COORDINATION OF PLANS AND SPECIFICATIONS.**

These City of Goleta Construction Specifications, the State Standard Specifications, the Standard Plans, the Standard Drawings, project Plans, project Special Provisions (and any addenda), the Agreement, Contract Change Orders, and all supplementary documents are all essential parts of the Contract between Contractor and the City. A requirement occurring in one (1) is as binding as though occurring in all. They are intended to be complementary, and to describe and provide for a complete work.

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these specifications, the Special Provisions, or the Plans, the Contractor shall apply in writing to the Director for such further explanations as may be necessary and shall conform to them as part of the Contract. In the event of any doubt or question arising respecting the true meaning of these specifications, the special provisions or the Plans, reference shall be made to the Director, whose decision thereon shall be final.

In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct. Detail drawings shall prevail over general drawings.

#### **5-2 CONTRACTOR'S RESPONSIBILITY FOR WORK.**

Unless specified otherwise in the Contract Documents, until the formal acceptance of the Work by the City, the Contractor shall have the charge and care and shall bear the risk of damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or non-execution of the Work.

The Contractor shall rebuild, repair, restore, and make good all damages to any portion of the Work occasioned by any of the above causes before final acceptance and shall bear the expense, except such damages occasioned by the acts of the Federal government or acts of war.

In case of suspension of work from any cause whatsoever, the Contractor shall be responsible for the Work as previously specified and shall also be responsible for all materials delivered to the Work. Where necessary to protect the Work from damage, the Contractor shall, at its own expense, provide suitable drainage of the worksite and erect such temporary structures as necessary to protect the Work from damage during any period of suspension of work.

The Contractor shall provide 24-hour emergency service for all maintenance and operations of the Work specified and shall supply the City with the name and phone number of the responsible person. Contractor will respond to requests for emergency service for the Work promptly upon notification. If the Contractor fails to provide this service after notice from City, City may perform such emergency service and the cost thereof shall be deducted from the next Progress Pay Estimate due the Contractor.

## **SECTION 6. CONTROL OF MATERIAL**

### **6-2.04 MATERIAL SITES.**

Local material sites used by the Contractor shall be graded so that, at the time of final inspection of the Contract, they will drain and will blend in with the surrounding terrain.

## **SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY**

### **7-1.01 PREVAILING WAGE.**

Pursuant to the provisions of California Labor Code Section 1773, the City has identified the source, stated below, of the general prevailing rate of wages applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. The wage rates may be obtained from the State Department of Industrial Relations and/or the following website address:

<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>, and are a part of the Contract.

"Pursuant to California Labor Code Section 1773.2, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the work.

### **7-1.02 SOUND CONTROL REQUIREMENTS.**

The Contractor shall additionally conform to the provisions of Goleta Municipal Code 12.02.480 Noise, Dust and Debris where they are more restrictive than these specifications.

### **7-1.03 ASBESTOS.**

The Contractor shall comply with all rules, regulations, statutes and ordinances regarding asbestos removal and disposal, including but not limited to, 42 U.S.C. Sections 7401, 7412 and 7601 and 40 C.F.R. Part 61, Subpart M. If the Contractor discovers that a building to be demolished or renovated contains asbestos containing material, the Contractor shall immediately cease work and notify the City.

### **7-1.04 HIGHWAY CONSTRUCTION EQUIPMENT.**

Pursuant to the authority contained in Vehicle Code Section 591, the Department has determined that, within such areas as are within the limits of the project and are open to the public traffic, the Contractor shall comply with all the requirements set forth in Vehicle Code Divisions 11, 12, 13, 14, and 15. Attention is directed to the statement in Section 591 that this section shall not relieve the Contractor or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of equipment and the protection of the public from injury and damage from such equipment.

### **7-1.05 CITY OF GOLETA ENCROACHMENT PERMITS.**

The Contractor need not obtain a separate encroachment permit from the City prior to construction within street rights-of-way or other City rights-of-way. Execution of the Contract by the City shall be deemed an encroachment permit for work required by the

Contract within rights-of-way. All work shall conform to the rules and regulations of encroachment permits and shall be subject to the inspection and approval of the Director.

#### **7-1.06 CITY OF GOLETA BUSINESS LICENSE.**

The Contractor shall obtain a business license from the City prior to commencing work.

#### **7-1.07 PERMIT FOR TRENCHING OR EXCAVATION.**

For trenches or excavation five (5) feet or deeper, the Contractor shall obtain from the Division of Industrial Safety, a permit authorizing such construction.

#### **7-1.08 OTHER PERMITS.**

The Contractor in coordination with the Director shall procure any necessary permits which the City is not specifically mentioned as obtaining.

#### **7-1.09 PROJECT APPEARANCE.**

The Contractor shall maintain a neat appearance to the work. In any area visible to the public, the following shall apply:

When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly. The Contractor shall furnish trash bins for all debris from structure construction. All debris shall be placed in trash bins daily. Forms or falsework that are to be reused shall be stacked neatly concurrently with their removal. Forms and falsework that are not to be reused shall be disposed of concurrently with their removal.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in price paid for the various Contract items of work involved, and no additional compensation will be allowed therefore.

#### **7-1.10 SAFETY.**

It is the intent of the parties that the City is not an exposing, creating, controlling, or correcting employer under California Labor Code section 6400. In accordance with generally accepted construction practices and State law, the Contractor shall have the authority and be solely and completely responsible for conditions on the job site, including safety of all persons and property during performance of the Work. Moreover, the Contractor shall be the controlling employer and has the authority and responsibility to enforce worksite safety. The Contractor shall be responsible for conducting daily safety inspections and assuring all hazards and violations are abated. The Contractor is responsible for assuring that all subcontractors adhere to the minimum CAL/OSHA safety requirements and that each subcontractor has an effective CAL/OSHA IIP (Illness and Injury Protection Program) in place that specifically addresses all potential exposures, such as, but not limited to, fall protection, confined space, and trenching/shoring. These requirements shall apply continuously and not be limited to normal working hours. The Contractor shall be responsible for any delay costs or damages in the event the progress of Work is slowed or stopped due to a safety violation.

The services of the Director in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's Work

methods, equipment, bracing or scaffolding, or safety measures, in, on, or near the construction site. If a City employee observes a safety violation, the City employee will report the violation to the Contractor who is then responsible for assuring the violation is abated.

The Contractor is hereby informed that Work on this project could be hazardous. The Contractor shall carefully instruct all personnel working in potentially hazardous Work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to Work underground.

All Work and materials shall be in strict accordance with all applicable State, City, County, and Federal Rules, Regulations, and Codes, and attention is drawn to the requirements of CAL/OSHA. The Contractor shall be solely responsible for compliance with all City, County and State blasting requirements and for any damages caused by his or her operations.

The Contractor shall conduct its work so as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the Work and to ensure the protection of persons and property. No road or street shall be closed to the public except with the permission of the Director and the written approval by the proper governmental authority. Fire hydrants on or adjacent to the Work shall be accessible to firefighting equipment. Temporary provisions shall be made by the Contractor to ensure the use of sidewalks, private and public driveways and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses.

In accordance with State Labor Code Section 6705, the Contractor shall submit to the City specific plans to show details of provisions for worker protection from caving ground. This in no way relieves the Contractor from the requirement of maintaining safety in all operations performed by the Contractor or the Contractor's subcontractors. The detailed Plan showing design of shoring, bracing, sloping or other provisions shall be prepared and stamped by a registered civil or structural engineer in the State of California as required. Acceptance by the City or its designated agent only constitutes acknowledgment of the submission and does not constitute review or approval of the designs, design assumptions or criteria, completeness of submissions, applicability to areas of intended use, nor implementation of the Plans, which are solely the responsibility of the Contractor and his or her registered engineer.

Notwithstanding any classifications relative to the Tunnel Safety Orders, Work within confined spaces on this project is subject to the definitions and applicable provisions of California Code of Regulations Section 8400 et seq., Title 8.

The Contractor shall so perform its Work as not to expose personnel to, or to discharge into the atmosphere from any source whatever, smoke, dust, asbestos, toxic chemicals or other air contaminants in violation of the laws, rules, and regulations of the governmental entities having jurisdiction. Contractors or subcontractors removing one hundred (100') or more square feet of asbestos must be "Certified" in accordance with State law. All Work involving exposure to asbestos and all other hazardous materials shall

be performed with protection of personnel in compliance with all applicable regulations and safety requirements.

Nothing in these General Conditions is to be construed to permit Work not conforming to governing codes. When Contract Documents differ from governing codes, the Contractor shall furnish and install the higher standards called for without extra charge. All equipment furnished shall be grounded and provided with guards and protection as required by safety codes. Where vapor tight or explosion proof electrical installation is required by code, this shall be provided. In accordance with the provisions of Labor Code Section 6707, the Contractor shall provide adequate sheeting, shoring and bracing

#### **7-1.10A CONFINED SPACES.**

Confined spaces requires compliance with CAL/OSHA and Federal OSHA requirements. Confined spaces for the purposes of this Section shall be as defined by the Division of Industrial Safety. Work within confined spaces of this project is subject to the definitions and applicable provisions of Section 5156 *et seq.*, Title 8, Division 1, Chapter 4, Subchapter 7, Group 16, Article 108 of California Code of Regulations, and Title 29 Part 1926 of the Code of Federal Regulations.

In addition the City classifies the following existing facilities as confined space: the interior of pipelines, vaults, manholes, reservoirs and any other such structure or space which is similarly surrounded by confining surfaces as to permit the accumulation of dangerous gases or vapors. The confined spaces are "permit" confined spaces as defined by OSHA and CAL/OSHA and therefore entry is allowed only through compliance with a confined space entry permit program by the Contractor that meets the requirements of 8 C.C.R. Section 5157. While the above mentioned locations have been identified as permit confined spaces, other permit confined spaces may exist. It shall be the responsibility of the Contractor to identify and classify these confined spaces.

It is anticipated that the Contractor may encounter hazardous conditions within these permit confined spaces which include, but are not limited to the following:

- a. Exposure to hydrogen sulfide, methane, carbon dioxide and other gases and vapors commonly found in municipal sewers which could have or has the potential of having Immediate Danger to Life or Health Conditions (IDLH).
- b. Exposure to atmosphere containing insufficient oxygen to support human life.
- c. Exposure to combustible, flammable and/or explosive atmosphere.
- d. Exposure to sewage which may contain bacteriological, chemical and other constituents harmful to humans.
- e. Work in conditions where engulfment or entrapment may occur.
- f. Work in environments which may be slippery and/or have uneven work surfaces.

- g. Work in structures where workers may trip, slip and/or fall several feet.
- h. Exposure to an oxygen enriched environment.

#### **7-1.11 RESPONSIBILITY FOR DAMAGE.**

The City of Goleta and its officers, agents, employees, and volunteers, including but not limited to the Director, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the work or any part thereof; for any loss or damage to any of the materials or any things used or employed in performing the work; for injury to or death of any person, either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, his or her workers, or anyone employed by the Contractor or his or her subcontractors.

The Contractor shall be responsible for any liability imposed by law and for injuries to, or death of, any person including, but not limited to, workers and the public, or damage to property resulting from defects or obstructions, or from any cause whatsoever during the progress of the work or at any time before its completion and final Acceptance.

To the fullest extent allowed by law, the Contractor shall defend (through counsel acceptable to the City), indemnify, and save harmless the City of Goleta and its officers, agents, employees, and volunteers from all claims, suits, or actions of every name, kind, and description, brought forth, or on account of, injuries to or death of any person including, but not limited to, workers and the public, or damage to property resulting from the performance of the Contract, except as otherwise provided by statute.

The duty of the Contractor to defend, indemnify, and save harmless includes, but is not limited to, the duties to defend as set forth in Civil Code Section 2778.

The Contractor waives any and all rights to any type of express or implied indemnity against the City, its officers, agents, employees, or volunteers.

It is the intent of the parties that the Contractor will defend, indemnify, and hold harmless the City of Goleta, its officers, agents, employees, and volunteers from any and all claims, suits, or actions as set forth above regardless of existence or degree of fault or negligence, whether active or passive, primary, or secondary, on the part of the City, the Contractor, the subcontractor or employee of any of these; except duty does not apply where the injury or damage is due to the sole or active negligence of the City.

The Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Contract for the full period of time allowed by law. The defense and indemnity obligations of this Contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Contract. The parties intend that the defense and indemnity obligations in this Contract shall be broadly construed.

In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the City may be

retained by the City until disposition has been made of such suits or claims for damages. The retention of money due the Contractor shall be subject to the following:

- A. The City will give the Contractor thirty (30) working days' notice of its intention to retain funds from any partial payment which may become due to the Contractor prior to Acceptance of the Contract. Retention of funds from any payment made after Acceptance of the Contract may be made without such prior notice to the Contractor.
- B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06 PARTIAL PAYMENTS of these Specifications.
- C. If the City had retained funds and it is subsequently determined that the City is not entitled to be indemnified and saved harmless by the Contractor in connection with the matter for which such retention was made, the City shall be liable for interest on the amount retained at the legal rate of interest for the period of such retention.

#### **7-1.12 INSURANCE COVERAGE.**

- A. Evidence of Maintenance Required. The Contractor shall, at all times, maintain in full force and effect at a minimum the insurance required by this section; and the Contractor shall not allow any subcontractor to commence work until similar insurance required of the subcontractor has been obtained and filed. An original Certificate of Insurance, and copies of all required endorsements, all in a form approved by the Director, evidencing all required coverage or policies shall be filed after the award of the bid and prior to approval of the Contract by the City Council. Contractor shall provide ten (10) working days prior written notice to the City of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Goleta as Certificate holder.
- B. Qualifying Insurers. With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.
- C. Insurance Required. Commercial General Liability, automobile liability, and workers' compensation insurance shall be maintained as follows in the insurance requirements as follows:

- |  |  |
|--|--|
| 1. Commercial General Liability for Minor Construction Projects (Projects under \$1,000,000) | \$2,000,000 each occurrence<br>\$4,000,000 aggregate<br>\$5,000,000.00 Umbrella or excess liability<br>Personal Injury: \$2,000,000 each occurrence<br>\$4,000,000 aggregate |
|--|--|

	\$5,000,000.00 Umbrella or excess liability
Commercial General Liability for Major Construction Projects	\$5,000,000 each occurrence \$10,000,000 aggregate \$25,000,000.00 Umbrella or excess liability
(Projects over \$1,000,000)	Personal Injury: \$5,000,000 each occurrence \$10,000,000 aggregate \$25,000,000.00 Umbrella or excess liability

The Commercial General Liability policy shall include coverage or endorsements for:

- a. Completed operations.
- b. Losses related to independent contractors, products and equipment.
- c. Explosion, collapse and underground hazards.

The Commercial General Liability insurance shall include the following, copies of which shall be provided:

- a. Inclusion of the City of Goleta, and its officers, agents, employees, and volunteers, as additional insureds (except for workers' compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the Insurance Services Office ("ISO") CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsements must include coverage for on-going and completed operations. Endorsements shall cover the City of Goleta, its officers, agents, employees, and volunteers.
- b. Cross liability and severability of interest clauses providing that the insurance applies separately to each insured except with respect to the limits of liability.
- c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither the City nor its insurers will be called upon to contribute to a loss.
- d. Such insurance shall specifically cover the contractual liability of the CONTRACTOR.
- e. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- f. Waiver of subrogation endorsement.
- g. The CONTRACTOR shall furnish a certificate for the period covered.

#### **SPECIAL NOTICE - CLAIMS MADE COVERAGE:**

Liability insurance coverage may not be written on a "claims made" basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

Comprehensive Automobile Liability for bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) combined single limits per accident, applicable to all owned, non-owned, and hired vehicles.

Statutory Workers' Compensation and Employer's Liability Insurance, including a waiver of subrogation endorsement and a Broad Form "All-States" Endorsement for all employees engaged in services or operations under the Contract.

The employer's liability insurance shall provide limits of not less than One Million Dollars (\$1,000,000) per occurrence. Both the workers' compensation and employer's liability policies shall contain the Insurer's waiver of subrogation in favor of the City, its officers, agents, employees, and volunteers.

#### **7-1.12.2 BUILDER'S RISK/COURSE OF CONSTRUCTION INSURANCE.**

The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion.

The Contractor shall secure "All Risk" type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the work completed. The policy shall cover hazards including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke. The policies providing such insurance shall name the City as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with the City. The maximum deductible allowable under the Builder's All Risk policy shall be five percent (5%) of the Contract amount.

Builder's Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

#### **7-1.12.3 OTHER INSURANCE PROVISIONS.**

- A. The requirements of the State Standard Specifications as to types and limits of insurance coverage to be maintained by the Contractor, and any approval of insurance by the City, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract, including, but not limited to, the provisions concerning

indemnification, nor preclude the City from taking any other action available to it under any other provision of the Contract or law.

- B. The City acknowledges that some insurance requirements contained in these provisions may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract. Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions ("SIR") must be declared on the certificate of insurance and approved by CITY in writing. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- C. The Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, the Contractor shall require its subcontractors to agree to be bound to the Contractor and the City in the same manner and to the same extent as the Contractor is bound to the City under this Contract. Additionally, the Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of the City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, the Contractor may insure subcontractor(s) under its own policy.
- D. The City, its officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04.
- E. The limits of insurance required in this Contract may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City (if agreed to in a written contract) before the City's own insurance shall be called upon to protect it as a named insured.
- F. THE CITY RESERVES THE RIGHT TO WITHHOLD ANY PROGRESS PAYMENTS TO THE CONTRACTOR IN THE EVENT OF NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.**

#### Additional Insurance Requirements:

**Contractor's pollution liability insurance.** Coverage shall provide for liability arising out of sudden, accidental, and gradual pollution, and remediation. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for remediation of the site in the event of an environmental contamination event arising out of the materials, supplies, products, work, operations, or workmanship.

**Transportation pollution liability insurance.** Coverage shall be in an amount not less than \$5,000,000 combined single limit per accident and shall include Pollution Liability (CA9948) and MCS-90 Endorsements. The policy shall provide coverage for transportation of pollutants/contaminants to and from the job site and the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

#### **7-1.14 ACCEPTANCE OF CONTRACT.**

When the Director has made the final inspection and determines that the Contract work has been completed in all respects in accordance with the Plans and specifications, the Director will recommend that the Goleta City Council formally accept the Contract, and immediately upon and after such Acceptance by the City, the Contractor will be responsible for the work done for a period of one (1) year.

#### **7-1.23 NONDISCRIMINATION.**

During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12900, et seq.) and the applicable regulations promulgated thereunder (California Administrative Code of Regulations, Title 2, §7285.0 et seq.) and other applicable State and Federal regulations pertaining to nondiscrimination and affirmative action which are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement."

#### **Nondiscrimination**

Under 2 CA Code of Regs § 11105:

1. During the performance of this contract, the recipient, contractor, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender

identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

2. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
3. Contractor or recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.
4. Recipient, contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
5. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Under 2 CA Code of Regs § 11122:

**STANDARD CALIFORNIA NONDISCRIMINATION CONSTRUCTION CONTRACT SPECIFICATIONS (GOV. CODE SECTION 12990)**

These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of \$5,000 or more.

1. As used in the specifications:
  - a. "Act" means the Fair Employment and Housing Act.
  - b. "Administrator" means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing, or any person to whom the Administrator delegates authority;
2. Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall include in each subcontract of \$5,000 or more the nondiscrimination clause in this contract directly or through incorporation by reference.
3. The contractor shall implement the specific nondiscrimination standards provided in paragraphs 6(a) through (e) of these specifications.
4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer members of any group protected by the Act shall excuse the contractor's obligations under these specifications, Government Code section 12990, or the regulations promulgated pursuant thereto.
5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be

trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.

5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
6. The contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor must be able to demonstrate fully its efforts under steps a. through e. below:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the contractor's employees are assigned to work. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligations to maintain such a working environment.
  - b. Provide written notification within seven (7) working days to the director of the DFEH when the referral process of the union or unions with which the contractor has a collective bargaining agreement has impeded the contractor's efforts to meet its obligations.
  - c. Disseminate the contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.
  - d. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
  - e. Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the contractor's obligations under these specifications are being carried out.
7. Contractors are encouraged to participate in voluntary associations that assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on equal employment opportunity in the industry, ensures that the concrete benefits of the program are reflected in the contractor's workforce participation, and can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's.

8. The contractor is required to provide equal employment opportunity for all persons. Consequently, the contractor may be in violation of the Fair Employment and Housing Act (Government Code section 12990 et seq.) if a particular group is employed in a substantially disparate manner.
9. The contractor shall not use the nondiscrimination standards to discriminate against any person because race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.
10. The contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code section 12990.
11. The contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code section 12990 and its implementing regulations by the awarding agency. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code section 12990.
12. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, status, (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

#### **7-1.24 CONTRACTOR REGISTRATION.**

Registration" is added as follows: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Contract, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations."

### **SECTION 8. PROSECUTION AND PROGRESS**

#### **8-1.03 BEGINNING OF WORK.**

The Contractor shall begin work within fifteen (15) working days from the date of a "Notice to Proceed" letter, and the Contractor shall thereafter diligently prosecute the work to completion.

The Contractor shall notify the Director, in writing, of his or her intent to commence work at least seventy-two (72) hours before work is begun. The notice shall specify the date on which the Contractor intends to begin work. If a project has more than one (1) location of work, a separate notice shall be given for each location.

Should the Contractor begin work in advance of issuance a “Notice to Proceed,” any work performed in advance of such issuance shall be considered to have been done at Contractor’ s own risk and as a volunteer.

#### **8-1.15 WASTE REDUCTION.**

All procurements for Compost, Mulch, and Paper Products made on behalf of the City must comply with Goleta Municipal Code Chapter 8.10.900 “Procurement Requirements for City Departments, Direct Service Providers, and Vendors”

- a. All paper products and content printing and writing paper shall consist of at least thirty percent (30%) by fiber weight post-consumer fiber; and
- b. All compost and mulch products must be purchased from a processing facility that does not solely utilize chip and grind methods to produce either product; and
- c. All proof of purchase records including weight tickets, receipts, invoices shall be provided to city project manager in a timely manner; and
- d. Contractor shall work with city project manager to submit all required procurement records to the Environmental Services Division.

All covered projects must comply with Goleta Municipal Code Chapter 8.10 Article IV “Mandatory Recycling of Construction and Demolition Waste” including but not limited to:

- a. Complete and submit a Certification of Implementation and submit to Director—five (5) working days before construction begins.
- b. Receive an approved Certificate of Implementation from the Environmental Services Division
- c. Manage and track all project materials as well as waste generated to achieve greater than or equal to sixty-five percent (65%) diversion through waste reduction, reuse, and recycling; and
- d. Collect all weight tickets and other records associated with project materials as well as waste generated and provide records to designated city project manager in a timely manner; and
- e. At least five (5) working days prior to final inspection/project closeout, complete and submit a Post-Construction Waste Reduction & Recycling Summary Report (WRRS) to Environmental Services Manager (or designee) including the WRRS form, weight tickets, and other relevant records.

### **SECTION 9. MEASUREMENT AND PAYMENT**

#### **9-1.05 STOP PAYMENT NOTICES.**

The City may, at its option and at any time, retain amounts due to the Contractor, sums sufficient to cover claims (including costs and attorney’ s fees), filed pursuant to California Civil Code Section 9350 et seq.

#### **9-1.06 PARTIAL PAYMENTS.**

The City, once in each month, shall cause an estimate in writing to be made by the Engineer. The estimate shall include the total amount of work done and acceptable materials furnished, provided the acceptable materials are listed as eligible for partial payment as materials in the special provisions and are furnished and delivered by the Contractor on the ground and not used or are furnished and stored for use on the contract,

if the storage is within the State of California and the Contractor furnishes evidence satisfactory to the Engineer that the materials are stored subject to or under the control of the Department, to the time of the estimate, and the value thereof. The estimate shall also include any amounts payable for mobilization. Daily extra work reports furnished by the Contractor less than five (5) working days before the preparation of the monthly progress estimate shall not be eligible for payment until the following month's estimate.

The amount of any material to be considered in making an estimate will in no case exceed the amount thereof which has been reported by the Contractor to the Engineer on forms properly filled out and executed, including accompanying documentation as therein required, less the amount of the material incorporated in the work to the time of the estimate. Only materials to be incorporated in the work will be considered. The estimated value of the material established by the Engineer will in no case exceed the contract price for the item of work for which the material is furnished.

The Department shall retain five percent (5%) of such estimated value of the work done and five percent (5%) of the value of materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of the Contract by the Contractor.

The Department shall pay monthly to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No monthly estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract.

No monthly estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

Attention is directed to the prohibitions and penalties pertaining to unlicensed contractors as provided in Business and Professions Code Sections 7028.15(a) and 7031.

#### **9-1.065 PAYMENT OF WITHHELD FUNDS.**

Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the Contract pursuant to Section 9-1.06 of these Specifications without any retention. If the Contractor so elects, a deposit with the City of securities with a value equivalent to the retention that would otherwise be withheld by the City shall be made. Said security shall be as provided in California Public Contract Code Section 22300 and shall be approved by the City both as to sufficiency and form. In the alternative, the Contractor may elect to deposit such securities in an escrow account and enter into a standard form Public Works Retention Release/Escrow Agreement. Blank Agreements are available from the Public Works Director and the City Attorney's Office.

#### **9-1.10 ARBITRATION.**

Arbitration is not permitted.

#### **9-1.11 CLAIMS FOR EXTRA COMPENSATION FOR DELAYS.**

It is understood and agreed by the City and the Contractor that the Contractor will incur overhead costs for temporary facilities, superintendence, home office overhead, and

similar cost items, and that the costs of such overhead for the full Contract period through the specified completion date are included in the Contractor's lump sum bid amounts included in his accepted Proposal. No additional compensation will be made to the Contractor for claims of increased overhead costs occurring within the originally specified construction Contract period plus any time extensions granted by Change Order. No compensation for extended performance will be granted unless the delay exceeds more than half of the float time available at the time of the delay."

## **9-1.12 DISPUTES**

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

**CLAIMS.** For purposes of this Section, "Claim" means a separate demand by CONTRACTOR, after a change order duly requested in accordance with the terms of this Contract has been denied by the CITY, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of CONTRACTOR pursuant to the Contract, or (C) an amount the payment of which is disputed by the CITY. A "Claim" does not include any demand for payment for which CONTRACTOR has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents. Claims governed by this Section may not be filed unless and until CONTRACTOR completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and CONTRACTOR's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) calendar days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the CITY and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

Supporting Documentation. The CONTRACTOR shall submit all claims in the following format:

Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

List of documents relating to claim:

Specifications

Drawings

Clarifications (Requests for Information)

Schedules

- Chronology of events and correspondence
- Analysis of claim merit
- Analysis of claim cost
- Time impact analysis in CPM format
- Other

If CONTRACTOR's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, CONTRACTOR shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, shall be in accordance with Government Code section 12650 et seq.

**CITY'S RESPONSE.** Upon receipt of a claim pursuant to this Section, CITY shall conduct a reasonable review of the claim and, within a period not to exceed forty-five (45) calendar days, shall provide CONTRACTOR a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within sixty (60) working days after the public entity issues its written statement.

If CITY needs approval from City Council to provide the CONTRACTOR a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the forty-five (45) working days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, CITY shall have up to three working days following the next duly publicly noticed meeting of the City Council after the forty-five (45) working-day period, or extension, expires to provide CONTRACTOR a written statement identifying the disputed portion and the undisputed portion.

Within thirty (30) working days of receipt of a claim, CITY may request in writing additional documentation supporting the claim or relating to defenses or claims CITY may have against the CONTRACTOR. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of CITY and the CONTRACTOR.

CITY's written response to the claim, as further documented, shall be submitted to CONTRACTOR within thirty (30) working days (if the claim is less than \$50,000, within fifteen (15) working days) after receipt of the further documentation, or within a period of time no greater than that taken by CONTRACTOR in producing the additional information or requested documentation, whichever is greater.

**MEET AND CONFER.** If the CONTRACTOR disputes CITY's written response, or CITY fails to respond within the time prescribed, the CONTRACTOR may so notify CITY, in writing, either within fifteen (15) calendar days of receipt of CITY's response or within fifteen (15) calendar days of CITY's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, CITY shall schedule a meet and confer conference within thirty (30) calendar days for settlement of the dispute.

**MEDIATION.** Within ten (10) working days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, CITY shall provide the CONTRACTOR a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) working days after CITY issues its written statement. Any disputed portion of the claim, as identified by CONTRACTOR in writing, shall be submitted to nonbinding mediation, with CITY and CONTRACTOR sharing the associated costs equally. CITY and CONTRACTOR shall mutually agree to a mediator within ten (10) working days after the disputed portion of the claim has been identified in writing unless the parties agree to select a mediator at a later time.

If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by CITY and CONTRACTOR in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

The mediation shall be held no earlier than the date CONTRACTOR completes the Work or the date that CONTRACTOR last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation unless a new unrelated claim arises after mediation is completed.

**Procedures After Mediation.** If following the mediation, the claim or any portion remains in dispute, CONTRACTOR must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time CONTRACTOR submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

**CIVIL ACTIONS.** The following procedures are established for all civil actions filed to resolve claims subject to this Section:

Within sixty (60) calendar days, but no earlier than thirty (30) calendar days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures. The mediation process shall provide for

the selection within fifteen (15) calendar days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) calendar days of the submittal, and shall be concluded within fifteen (15) calendar days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

**Government Code Claims.** In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, CONTRACTOR must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the CITY. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by CONTRACTOR. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, CONTRACTOR shall be barred from bringing and maintaining a valid lawsuit against the CITY. A Government Code claim must be filed no earlier than the date the work is completed or the date CONTRACTOR last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

#### **9-1.17 PAYMENT AFTER ACCEPTANCE.**

Final Payment shall be made in accordance with this section. The Contractor shall, after the completion of the Contract, submit a final estimate of the amount of work done thereunder and the value of such work. Upon approval of the estimate by the Director, the City of Goleta shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of thirty-five (35) working days from the date of Acceptance of the work by the City Council, and thirty-five (35) calendar days after filing of the Notice of Completion with the County of Santa Barbara.

No certificate given or payments made under the Contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the Contract, either wholly or in part, and no payment (including the final payment) or certificate shall be construed to be an Acceptance of any defective work or improper

materials. Final payment shall not release the Contractor from one (1) year guarantee of the work as provided in Section 7-1.14 ACCEPTANCE OF CONTRACT and Section 2-1.12 GUARANTEE AND WARRANTY of these Specifications.

**END OF CITY OF GOLETA CONSTRUCTION SPECIFICATIONS**

**SECTION VII**

**SPECIAL PROVISIONS**

# **CITY OF GOLETA**



## **BOOK 2 OF 2**

### **SPECIAL PROVISIONS**

#### **FOR**

#### **2025 RESIDENTIAL RESURFACING PROJECT**

**CITY PROJECT NUMBER: N/A**

Received By:

---

Luz Buelna, P.E.

Public Works Director

The Engineers whose stamp and signature appear herein are in responsible charge of preparing these plans and specifications.

**BID NUMBER: 24-XX**

**BID OPENING: 3:00 P.M., TUESDAY, APRIL 8, 2025**

**THIS PAGE WAS LEFT INTENTIONALLY BLANK – BACK OF COVER**

**CITY PROJECT NO. N/A**

The Special Provisions contained herein have been prepared by or under the direction of the following Registered Persons.

**CIVIL**

---

Paul K. Mateo, PE  
Associate Engineer  
Pavement Engineering, Inc.

## **TABLE OF CONTENTS**

<b>SPECIAL PROVISIONS .....</b>	<b>1</b>
<b>SCOPE OF SPECIAL PROVISIONS .....</b>	<b>1</b>
<b>DIVISION I GENERAL PROVISIONS .....</b>	<b>3</b>
<b>1 GENERAL .....</b>	<b>3</b>
<b>2 BIDDING.....</b>	<b>7</b>
<b>3 CONTRACT AWARD AND EXECUTION.....</b>	<b>9</b>
<b>4 SCOPE OF WORK.....</b>	<b>11</b>
<b>5 CONTROL OF WORK .....</b>	<b>13</b>
<b>6 CONTROL OF MATERIALS .....</b>	<b>22</b>
<b>7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC.....</b>	<b>26</b>
<b>8 PROSECUTION AND PROGRESS.....</b>	<b>35</b>
<b>9 PAYMENT .....</b>	<b>51</b>
<b>DIVISION II GENERAL CONSTRUCTION.....</b>	<b>64</b>
<b>10 GENERAL .....</b>	<b>64</b>
<b>12 TEMPORARY TRAFFIC CONTROL .....</b>	<b>66</b>
<b>13 WATER POLLUTION CONTROL.....</b>	<b>73</b>
<b>14 ENVIRONMENTAL STEWARDSHIP .....</b>	<b>74</b>
<b>DIVISION III EARTHWORK AND LANDSCAPE .....</b>	<b>83</b>
<b>17 GENERAL .....</b>	<b>83</b>
<b>20 LANDSCAPE.....</b>	<b>84</b>
<b>DIVISION V SURFACINGS AND PAVEMENTS.....</b>	<b>86</b>
<b>37 BITUMINOUS SEALS .....</b>	<b>86</b>

<b>DIVISION IX TRAFFIC CONTROL DEVICES .....</b>	<b>90</b>
<b>84 TRAFFIC STRIPES AND PAVEMENT MARKINGS.....</b>	<b>90</b>
<b>APPENDIX A.....</b>	<b>94</b>
<b>STANDARD DRAWINGS AND DETAILS .....</b>	<b>94</b>
<b>APPENDIX B.....</b>	<b>95</b>
<b>WATER POLLUTION CONTROL PLAN.....</b>	<b>95</b>
<b>APPENDIX C.....</b>	<b>96</b>
<b>PREVAILING WAGE RATES.....</b>	<b>96</b>
<b>APPENDIX D.....</b>	<b>97</b>
<b>SCHOOL ZONE WORK HOUR RESTRICTION MAP .....</b>	<b>97</b>
<b>APPENDIX E.....</b>	<b>98</b>
<b>C48 (CA) SIGN DETAIL.....</b>	<b>98</b>

**THIS PAGE WAS LEFT INTENTIONALLY BLANK**

# SPECIAL NOTICES

- Attention is directed to Section 9-1.03 PAYMENT SCOPE of the State Standard Specifications: "Full compensation for work specified in Divisions I, II, and XI is included in the payment for the bid items unless:
  1. Bid item for the work is shown on the Bid Item List
  2. Work is specified as change order work

**SPECIAL PROVISIONS  
FOR THE  
CITY OF GOLETA  
2023 PAVEMENT REHABILITATION PROJECT**

**SCOPE OF SPECIAL PROVISIONS**

The work described in these Special Provisions shall be performed in conformance with the latest editions of the 2018 State Standard Specifications and the most current Revised Standard Specification dated April 15, 2022. Standard Special Provisions, and Plans, City of Goleta Construction Specifications, City of Goleta Design and Construction Standards, Change Orders using the 2018 State Standard Specifications and Revised Standard Specifications, Standard Special Provisions, and Plans, except insofar as these Special Provisions may modify them.

Numbering in these Special Provisions conforms to that in the State Standard Specifications. The existence of a Section in these Special Provisions means that the corresponding Section in the State Standard Specifications is modified in some respect. Unless otherwise specified, the modified State Standard Specification Provisions are deleted entirely, and the provisions of these Special Provisions are substituted.

The construction materials, payments, etc., for items of work shown in the proposal and on the plans, but not specifically mentioned in these Special Provisions are referred to the State Standard Specifications for conformance.

**DISCREPANCIES AND OMISSIONS**

Any discrepancies or omissions found in the Contract Documents shall be reported to the Engineer immediately. The Engineer will clarify discrepancies or omissions, in writing, within reasonable time.

In resolving inconsistencies among two or more Sections of the Contract Documents, precedence shall be given in the following order:

1. Change Orders using the 2018 State Standard Specifications and Revised Standard Specifications, Standard Special Provisions, and Plans
2. Addenda
3. The Agreement
4. Special Provisions upon Specifications
5. Plans shall govern in matters of quantity and measurement
6. Specifications govern in matters of quality
7. Profile Plans govern upon Layout Plans
8. Specific Notes shall govern over other/general notes
9. Larger scale drawings shall govern within smaller scale ones
10. Detail plans govern over State Standard Plans
11. Figured or numerical dimensions govern over dimensions obtained by scaling.
12. 2018 State Standard Specifications and Revised Standard Specifications, Standard Special Provisions, and Plans
13. City of Goleta Construction Specifications

14. County of Santa Barbara Engineering Design Standards
15. Where provisions of codes, safety orders, Contract Documents, referenced manufacturers' specifications or industry standards are in conflict, the more restrictive and higher quality shall govern.
16. Addenda shall take precedence over all Sections referenced therein. Figure dimensions on Drawings shall take precedence over general Drawings.

## ORGANIZATION

Special provisions are under headings that correspond with the main-section headings of the *State Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *State Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to the *State Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *State Standard Specifications* for any other reference to a paragraph of the *State Standard Specifications*.

^^

## DIVISION I GENERAL PROVISIONS

### 1 GENERAL

#### Add to section 1-1.06:

NOC	Notice of Completion
NTP	Notice to Proceed
(P)	Partial Payment
RSS	Revised Standard Specification dated April 15, 2022
QA	quality assurance
QC	quality control
UAS	unmanned aircraft systems
SF	Square Feet
SY	Square Yards

#### Add or replace the various items of Section 1-1.07:

Whenever in the State Standard Specifications, Special Provisions, Notice to Contractors, Proposal, Contract, or other contract documents, the following terms are used, the intent and meaning must be interpreted as follows:

**Agency:** City of Goleta

**Allowance:** "Allowance" shall mean an amount of money set aside under the Contract for a special purpose identified and defined in the Contract Documents. See Section 2-1.09A MANDATORY CITY REQUIRED ALLOWANCES.

**State:** California Department of Transportation or City of Goleta to be interpreted by the Engineer

**Department:** City of Goleta

**Director:** City of Goleta Public Works Director

**District:** The Public Works Department, City of Goleta

When a submittal is to be made to METS or to OSD, submit the items to the Engineer unless otherwise noted.

**Engineer:** The Director of Public Works, City of Goleta, acting either directly or through properly authorized agent or consultants.

**Final Completion:** The date when the Work is 100% complete, including completion and acceptance of all punch list corrections, as built submittal, operation and maintenance manuals, warranty checklist, and plant establishment, as certified by the Engineer.

References to the Bidder's Exchange means the City of Goleta

References to Notice to Bidders means Notice to Contractors

References to the Department's *Certification Program for Suppliers of Asphalt* means Caltrans' *Certification Program for Suppliers of Asphalt*.

References to the Department's *Construction Site Best Management Practices (BMP) Manual* means Caltrans'.

References to the Department's *Construction Site Monitoring Program (CSMP) Guidance Manual* means Caltrans'.

References to the Department's Dispute Resolution Advisor Candidates List refers to Caltrans'.

References to the Department's Division of Construction Website means Caltrans'.

References to the Department's *Falsework Manual* means Caltrans' manual.

References to the Department's *Field Guide for Construction Site Dewatering* means Caltrans'.

References to the Department's *Field Guide to Partnering on Caltrans Construction Projects* means Caltrans'.

References to the Department's Materials Plant Quality Program means Caltrans'.

References to the Department's *Partnering Facilitator Standards and Expectations* means Caltrans'.

References to the Department's *Quality Control Manual for Hot Mix Asphalt Production and Placements* means Caltrans'.

References to the Department's *Soil and Rock Logging, Classification, and Presentation Manual* means Caltrans'.

References to the Department's *Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Plan* means the project SWPPP.

References to the Department's Traffic Operations Website means Caltrans' website.

References to the Department's *Transportation Permits Manual* means the Department's.

References to the Department's *Value Analysis Team Guide* means Caltrans'.

References to Geotechnical Services website means Caltrans' Website.

References to Geotechnical Services means the Engineer.

References to the METS Website means the Caltrans METS Website.

**Replace the following glossary terms in Section 1-1.07B with:**

**Authorized Laboratory:** Independent testing laboratory (1) not employed or compensated by any subcontractor or subcontractor's affiliate providing other services for the Contract and (2) authorized by Caltrans.

**Bid Item List:** List of bid items and the associated quantities. The verified Bid Item List is the Bid Item List with verified prices. The Contract Proposal of Low Bidder is the verified Bid Item List. After Contract award, interpret a reference to the Bid Item List as a reference to the verified Bid Item List.

**California Test:** Caltrans-developed test for determining work quality. For California Tests, go to the METS Web site.

**Department:** City of Goleta

**Director:** City of Goleta Public Works Director

**Engineer:** The Director of Public Works, City of Goleta, acting either directly or through properly authorized agent or consultants.

**Material Source Facility Audit:** Self-audit and a Caltrans audit evaluating a facility's capability to consistently produce materials that comply with Caltrans standards.

**Plans:** State Standard plans, revised standard plans, and project plans.

1. **State Standard Plans:** The 2018 Standard Plans of the Department of Transportation of the State of California.
2. **Revised Standard Plans:** The Revised Standard Plans of the Department of Transportation of the State of California dated 04-15-22.
3. **Project Plans:** Drawings specific to the project, including authorized shop drawings

**Schedule:**

1. **Baseline Schedule:** Initial schedule showing the original work plan starting on the date of Contract approval. This schedule shows no completed work to date and no negative float or negative lag to any activity.
2. **Updated Schedule:** Current schedule developed from the accepted baseline and any subsequent accepted update schedules through regular monthly review to incorporate actual past progress.

**Specifications:** State Standard Specifications, revised standard specifications, special provisions

1. **State Standard Specifications:** Specifications standard to Caltrans' construction projects. These specifications are in a book titled Standard Specifications 2018.
2. **Revised Standard Specifications:** New or revised standard specifications. These specifications are in a section titled Revised Standard Specifications in a book titled REVISIONS TO THE STANDARD SPECIFICATIONS 2018 dated 04-15-22.
3. **Special Provisions:** Specifications specific to the project.

**Structure Design:** City of Goleta Department of Public Works

**Add to Section 1-1.07B:**

**Caltrans:** California Department of Transportation as defined in St. & Hwy Code section 20 and authorized in St. & Hwy Code section 90; its authorized representatives.

**Office Engineer:** City of Goleta

**Project biologist:** A USFWS-approved biologist provided by the City

**Replace row 12 in the table in the 1<sup>st</sup> paragraph of Section 1-1.08 Districts, with:**

12		Orange (Ora)	1750 E 4 <sup>TH</sup> ST STE 100 SANTA ANA CA	1750 E 4 <sup>TH</sup> ST STE 100 SANTA ANA CA 92705-3909
----	--	--------------	--	--

**Replace the 9<sup>th</sup> row in the table of Section 1-1.11 Websites, Addresses, and Telephone Numbers, with:**

Department of Conservation, Division of Mine Reclamation	<a href="http://www.conservation.ca.gov/dmr">http://www.conservation.ca.gov/dmr</a>	--	- -
--	---	----	--------

**In addition to Section 1-1.11 Websites, Addresses, and Telephone Numbers, the following shall apply:**

Authorized ADSC Standard Mitigation Plan	<a href="https://dot.ca.gov/-/media/dot-media/programs/engineering/documents/20201214-caltransapprovedadscstandardmitigationplan-a11y.pdf">https://dot.ca.gov/-/media/dot-media/programs/engineering/documents/20201214-caltransapprovedadscstandardmitigationplan-a11y.pdf</a>	--	--
Data Interchange for Materials Engineering	<a href="https://dime.dot.ca.gov">https://dime.dot.ca.gov</a>	MATERIALS ENGINEERING AND TESTING SERVICES DEPARTMENT OF TRANSPORTATION 5900 FOLSOM BLVD SACRAMENTO CA 95819-4612	(916) 227- 5238
Division of Safety: MASH devices	<a href="https://dot.ca.gov/programs/safety-programs/mash">https://dot.ca.gov/programs/safety-programs/mash</a>	--	--
SWRCB, Land Disposal Program	<a href="https://www.waterboards.ca.gov/water_issues/programs/land_disposal/walist.html">https://www.waterboards.ca.gov/water_issues/programs/land_disposal/walist.html</a>	--	--

## 1-1.12 MISCELLANEOUS

Make checks and bonds payable to the City of Goleta.

AA

## **2 BIDDING**

### **Add to Section 2-1.01:**

#### **2-1.01 GENERAL**

The bidder's attention is directed to the provisions in Section 2, "Bidding", of the Standard Construction Specifications for the requirements and conditions which he/she must observe in the preparation of the proposal form and the submission of the bid.

### **Add to Section 2-1.03:**

#### **2-1.03.1 OBTAINING PLANS AND SPECIFICATIONS**

All Contract Documents and the Proposal Forms for bidding this project, may be obtained at PlanetBids at <http://www.planetbids.com/>. The service requires that the Contractor establish a username and password in order to download and/or order plans and specifications.

### **Replace Section 2-1.05 with:**

#### **2-1.05 CONFLICT OF INTERESTS**

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Bid Book. Signing the Bid Book shall also constitute signature of the Noncollusion Affidavit.

The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations), Part 26 in the award and administration of US DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

### **Replace Section 2-1.06A with:**

#### **2-1.06A GENERAL**

The requirements specified in of the State Standard Specifications shall be replaced as follows:

Bids must be submitted to the City of Goleta's Planet Bids portal as outlined in the Notice to Contractors and shall be submitted no later than the date and time of public submittal of proposals as specified in the Notice to Contractors. Any addenda to these Special Provisions or other contract documents shall be acknowledged where indicated.

#### **2-1.06.A(1) Questions**

Questions shall be submitted in writing to <http://www.planetbids.com/> no later than (5) five working days prior to the bid opening. Questions submitted after the above listed deadline will not be addressed and will be returned to the Contractor. The City will respond in writing to the questions (3) three working days prior to the bid opening.

### **Add to Section 2-1.10:**

**2-1.10.1 REQUIRED LISTING OF SUBCONTRACTORS**

The bidder's attention is directed to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized Subcontractors or by making unauthorized substitutions.

A sheet for listing the Subcontractors, as required herein, is included in the Proposal.

**Add to Section 2-1.34:**

**2-1.34 WARRANTY BOND**

The Contractor shall execute and submit a completed Warranty Bond provide by the City for the Project. The Warranty Bond shall be submitted prior to the Notice of Completion date.

Nothing in the Contract Documents shall be construed to limit, relieve or release the Contractor's, subcontractor's and/or equipment supplier's liability to the City for damages sustained as the result of latent defects in the equipment furnished or work performed. Further, nothing in the Contract Documents shall be deemed to be a waiver by the City of any rights or remedies, or time limits in which to enforce such rights or remedies, that it may have against the Contractor, subcontractors, suppliers of the equipment and work performed under the Contract Documents.

AA

### **3 CONTRACT AWARD AND EXECUTION**

The bidder's attention is directed to the provisions in Section 3 CONTRACT AWARD AND EXECUTION of the State Standard Specifications and these Special Provisions.

#### **Add to Section 3-1.01:**

#### **3-1.01 AWARD OF CONTRACT**

The award of contract, if it is to be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

The project has been set up using a Base Bid format. The City of Goleta shall determine the lowest responsible, responsive bidder based on the lowest total of the Base Bid plus the Allowances. The City of Goleta, if it chooses to award, shall award the contract to the lowest responsible, responsive bidder based on the lowest total of the Base Bid plus the allowances. Depending on budget constraints, the actual project may, at the City's discretion, include items from only the Base Bid. The Contractor must submit pricing for all Base Bid items and add the City's Allowances and shown in the Bid Items. No response or a response of zero on any bid items will be deemed a non-responsive bid.

Allowances are for bidding purposes only. The allowances may be extended, reduced, or deleted at the discretion of the Engineer, with no change in the unit bid price.

The bidder's attention is directed to the provisions in Section 3 CONTRACT AWARD AND EXECUTION of the State Standard Specifications and these Special Provisions for the requirements and conditions concerning award and execution of contract.

Bid protests shall be submitted as outlined in the Notice to Contractors.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Agency so that it is received within ten (10) working days after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the office of the City Clerk at 130 Cremona Drive, Suite B, Goleta, California 93117.

#### **Replace Section 3-1.18 with:**

#### **3-1.18 CONTRACT EXECUTION**

Attention is directed to Book 1 "Bid Book". The successful bidder must sign the *Contract*.

Deliver to the office of the City Clerk at 130 Cremona Drive, Suite B, Goleta, California 93117.

1. Signed *Contract*
2. Contract bonds
- . Documents identified in Section 3-1.07
4. A Form 1273 Certification from every subcontractor

The Engineer must receive these documents before the 10th working day after the bidder receives the contract.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont Code §§ 10181, 10182, and 10183).

[illegible]

## **4 SCOPE OF WORK**

### **Add to Section 4-1.01:**

#### **4-1.01 GENERAL**

The project consists of placement of HMA pavement materials such as HMA mill and fill; pulverizing, treating, removal, and disposal of the HMA roadway section; replacement and compaction of subsurface material; construction of PCC curb ramps, curbs & gutters, and placement of crushed aggregate base and HMA pavement. The work includes but is not limited to traffic control and erosion control.

### **Add to Section 4-1.05:**

#### **4-1.05C SIGNIFICANT CHANGES IN THE CHARACTER OF WORK**

1. The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
  - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
  - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

### **Add to Section 4-1.06:**

#### **4-1.06 DIFFERING SITE CONDITIONS (23 CFR 635.109)**

In addition to Section 4-1.06 DIFFERING SITE CONDITIONS (23 CFR 635.109) of the State Standard Specifications the following shall apply.



## **5 CONTROL OF WORK**

**Replace Section 5-1.05 with:**

### **5-1.05 ORDER OF WORK**

The Contractor shall prepare a traffic control plan that conforms to Section 12, Temporary Traffic Control of these Special Provisions.

The work shall be performed in conformance with the phases of construction shown on the Contractor's Traffic Control Plan. Non-conflicting work in subsequent phases may proceed concurrently with work in preceding phases.

The first order of work shall be potholing.

The Contractor to contact Underground Service Alert (U.S.A.) and to verify the location of all utilities in the vicinity of project area. The Contractor shall verify the size, location (horizontal and vertical) to the satisfaction of the Engineer and utility representatives as outlined in section 19-1.01A(1) POTHOLE UTILITIES of these Special Provisions. The Contractor shall provide the pothole information within the time frame outlined in 19-1.01A(1) POTHOLE UTILITIES. The Contractor shall notify the Engineer five (5) working days prior to commencing potholing within the project area. The Contractor's attention is directed to section 19-1.01A(1) POTHOLE UTILITIES, in these Special Provisions.

In addition, the Contractor shall pothole utilities adjacent to the proposed light poles prior to ordering any equipment. After it is determined that the light pole locations shown on the plans avoid utilities, Contractor to place the order for the light pole equipment. The Engineer shall be furnished a statement from the vendor that the order for the light pole equipment has been received and accepted by the vendor.

**Replace Section 5-1.07 with:**

### **5-1.07 SUPERINTENDENCE**

The Contractor shall designate in writing before starting work, an authorized representative who shall have the authority to represent and act for the Contractor. When the Contractor is comprised of 2 or more persons, firms, partnerships or corporations functioning on a joint venture basis, the Contractor shall designate in writing before starting work, the name of one authorized representative who shall have the authority to represent and act for the Contractor.

The authorized representative shall be present at the site of the work at all times while work is actually in progress on the contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to the Engineer shall be made for any emergency work which may be required. Whenever the Contractor or the Contractor's authorized representative is not present on any particular part of the work where it may be desired to give direction, orders will be given by the Engineer, which shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which the orders are given. Any order given by the Engineer, not otherwise required by the specifications to be in writing, will on request of the Contractor, be given or confirmed by the Engineer in writing.

**Replace Section 5-1.08 with:**

**5-1.08 INSPECTION**

All work is subject to inspection and approval by the Engineer. The Contractor shall notify the Engineer, along with all affected utility companies, two (2) working days in advance of the start of work to coordinate and schedule inspection staff.

The City will provide one (1) inspection and one (1) resident engineering cost on 8-hour day and 40-hour week basis only excluding designated City, State, or Federal holidays. The Contractor shall reimburse the City in the amount of \$185.00 per hour for the actual cost of all inspection and \$250 per hour for Resident Engineer cost in excess of the hours of work specified here, outlined in the lane closure charts, and working hours or inspection performed during designated City, State, or Federal holidays. Designated City holidays are listed in Section 8-1.04A "Construction Working Hours."

The Contractor shall provide a competent person during normal working hours to assist the Engineer, when required, in checking the Contractor's layout and for measuring quantities for payment purposes. The Contractor shall cooperate with the Engineer so that checking and measuring may be accomplished with the least interference to the Contractor's operations.

No additional compensation will be made to the Contractor for fulfilling these requirements.

**Add to the end of Section 5-1.09A:**

The Department encourages the project team to exhaust the use of partnering in dispute resolution before engagement of an objective third party.

For certain disputes, a facilitated partnering session or facilitated dispute resolution session may be appropriate and effective in clarifying issues and resolving all or part of a dispute.

To afford the project team enough time to plan and hold the session, a maximum of twenty (20) working days may be added to the Dispute Resolution Board referral time following the Engineer's response to a Supplemental Potential Claim Record.

To allow this additional referral time, the project team must document its agreement and intention in the dispute resolution plan of the partnering charter. The team may further document agreement of any associated criteria to be met for use of the additional referral time.

If the session is not held, the DRB referral time remains in effect as specified in Section 5-1.43 POTENTIAL CLAIMS AND DISPUTE RESOLUTION.

**Add to the end of Section 5-1.13:**

**5-1.13 SUBCONTRACTING**

In addition to the requirements of Section 5-1.13 SUBCONTRACTING of the State Standard Specifications, and in accordance with the requirements of Section 4100 to 4113, inclusive, of the Government Code, each bidder shall list in his proposal the name and business address of each Subcontractor to whom the bidder proposes to subcontract all or a portion of the work. Said list shall include a description of the portion of the work which will be done by each Subcontractor. A sheet for listing the Subcontractor's, as required, is included in the proposal.

**Add to Section 5-1.16:**

**5-1.16 REPRESENTATIVE**

In addition to the requirements of Section 5-1.16 REPRESENTATIVE of the State Standard Specifications, the Contractor must have a representative onsite at all times while work is in progress that has decision making authority.

**Add to Section 5-1.23:**

The Contractor is required to use Construction Management Information System Software (CMIS) for all project documents and submittals, at the Contractor's expense.

**5-1.23A GENERAL**

In addition to the requirement of Section 5-1.23A GENERAL the following shall apply:

**REVIEW TIMEFRAME:**

1. Except as may be provided in technical specifications, a submittal will be returned as specified in the State Standard Specifications.
2. When a submittal cannot be returned within the specified period, Engineer will, within a reasonable time after receipt of the submittal, give notice of the date by which that submittal will be returned.
3. The Engineers acceptance of progress schedule containing submittal review times less than those specified or agreed to in writing by Engineer will not constitute Engineer's acceptance of review times.
4. Critical submittals:
  - a) Contractor will notify Engineer in writing that timely review of a submittal is critical to the progress of Work.
5. The Engineer will provide decision on request.
  - a) Written acceptance of request.
  - b) Written agreement by Engineer to reduce submittal review time will be made only for unusual situations.
  - c) Written rejection of request.

**SUBMITTAL REVIEW COSTS:**

1. The City's cost for review of submittals for the same proposed materials, equipment or work shall be apportioned as follows:
  - a. The cost of review of the initial submittal and the first revised submittal

will be borne by the City.

- b. The cost to review all additional revised submittals after the first revised submittal will be charged to the Contractor at \$500 per submittal. The cost of review shall include, without limitation, administrative, design and engineering activities directly related to review of submittals.
- c. If a submittal is approved and the Contractor elects to submit an alternate item for review for the same application, the Contractor shall be responsible for the review costs for the alternate submittal at \$500 per submittal. The cost of review shall include, without limitation, administrative, design and engineering activities directly related to review of submittals.

**Delete item 2 in the list in the 3rd paragraph of section 5-1.23B(2).**

**Add to Section 5-1.23B(2):**

Each PDF e-mail attachment must not exceed 25 MB in size. The e-mail message must not exceed 50 MB in size.

Each electronic e-mail submission must:

- 1. Be in PDF format
- 2. Have a resolution of at least 300 dpi
- 3. Contain the following information in the subject line:
  - 3.1. "Shop Drawing Submittal"
  - 3.2. Contract number
  - 3.3. Bid item number
  - 3.4. If separate e-mails are needed to accommodate large files, indicate the total number of e-mails included in the submittal
- 4. List each PDF file and its number of pages

Use the following naming convention for PDF files the Contractor submits:

For shop drawings:

Contract number\_Specification Number\_Bid item number\_Submittal Name

Example: 12-345678\_1-12\_123\_XXX.PDF

If submittal of more than 1 copy or set of shop drawings or calculations is specified, submit only 1 electronic copy.

After submitting the Contractor's electronic files, send a notification of the Contractor's electronic submittal to the Engineer. Include the names of the submitted files.

Upon completion of review, the City returns 1 electronic copy with the date of authorization.

**Add to Section 5-1.24**

**CONTRACTOR'S DAILY REPORTS**

The Contractor shall maintain daily job reports recording all significant activity on the project, including number of workers on site, names and job classification of employees,

active construction equipment used, notable deliveries, work activities, delays, interruptions or any problems encountered.

The Contractor shall submit a Contractor's Daily Report form, for approval by the Engineer, to record this information and submit this form to the Engineer no later than the following morning for the previous work day. If this is not submitted on time, the City shall withhold \$500/day until this report is turned in.

If there is no work performed on any given day, the Contractor shall note the reasons for no work and submit a daily report to the Engineer on those days also.

Failure to stay current with daily reporting will be just cause for the Owner not processing a progress payment until reports are submitted.

#### **Add to Section 5-1.25:**

##### **5-1.25 RECORD DRAWINGS**

The Contractor shall maintain a neat and accurate marked set of record drawings showing the final locations and layout of roadways, piping and conduit; structures; and other facilities. Maintain record drawings electronically on a Bluebeam Studio Project and grant access to the Engineer. Drawings shall be kept current weekly, with all work instructions and change orders, and construction adjustments. Drawings shall be subject to the inspection of the Engineer at all times and progress payments, or portions thereof, may be withheld if drawings are not accurate and current. Pipe material shall be added to drawings, if not denoted on contract drawings. Prior to acceptance of the work, the Contractor shall deliver to the Engineer one set of neatly marked record drawings accurately showing the information required above.

Record drawings shall be submitted and approved by the Engineer in accordance of these Special Provisions.

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various contract items and no additional compensation will be allowed therefore.

#### **Replace Section 5-1.28 of the RSS with:**

##### **5-1.28 PROJECT SAFETY SUPERVISOR AND REVIEWS**

Contractor's assigned project safety supervisor must perform and document project safety reviews with the Engineer:

Safety Supervisor – The Contractor shall appoint an employee as safety supervisor who is qualified and authorized to supervise and enforce compliance with the Safety Program. The Contractor shall notify the Engineer in writing prior to the commencement of work of the name of the person who will act as the Contractor's safety supervisor and furnish the safety supervisor's resume to the Engineer.

Contractor will, through and with its Safety Supervisor, ensure that all of its employees and its Subcontractors of any tier, fully comply with the Project Safety

Policies/Plan. The Safety Supervisor shall be a full-time employee of the Contractor whose responsibility shall be for supervising compliance with applicable safety requirements on the Project site and for developing and implementing safety training classes for all job personnel. The City shall have the authority to require removal of the Contractor's Safety Supervisor if the representative is judged to be improperly or inadequately performing the duties; however, this authority shall not in any way affect the Contractor's sole responsibility for performing this work safely, nor shall it impose any obligation upon the City to ensure the Contractor performs its work safely.

Safety and Protection – Contractor shall take all necessary precautions to prevent damage, injury, and loss to:

1. All employees on the Project, employees of all subcontractors, and other persons and organizations who may be affected thereby;
2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, wetlands, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage,

injury or loss and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground facilities and utility districts when prosecution of the Work may affect them and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

### **Replace Section 5-1.29 of the RSS with:**

#### **5-1.29 JOB HAZARD ANALYSES**

The requirements specified in of the State Standard Specifications shall be replaced as follows:

Safety Program – The Contractor shall establish, implement, and maintain a written injury prevention program as required by Labor Code Section 6401.7 and CA Code of Regs § 3203(a)(4) and 1511(b). Before beginning the Work, the Contractor shall file with the Engineer a written Contractor Safety Program that provides for the implementation of all of the Contractor's safety responsibilities and a job hazard analysis in connection with the Work at the Project site and the coordination of that program and its associated procedures and precautions with safety programs, precautions and procedures of each

of its Subcontractors and other Contractors performing work at the Project site. The Contractor shall be solely responsible for initiating, maintaining, monitoring, coordinating, and supervising all safety programs, precautions, and procedures in connection with the Work and for coordinating its programs, precautions, and procedures of the other Contractors and Subcontractors performing the Work at the Project site. The Safety Program should contain all the necessary elements for the Contractor to administer its program on the Project site. At a minimum, this written Safety Program shall address the elements required by Labor Code Section 6401.7 and CA Code of Regs § 3203(a)(4).

Submit each job hazard analysis as an informational submittal. Each job hazard analysis must identify the following:

1. Work activity description
2. Existing and predictable hazards associated with the work activity
3. Hazard control measures, preventative, or corrective actions to be taken for the work activity

Submit each job hazard analysis at least five (5) working days before the start of a work activity. During the project safety reviews required under Section 5-1.28, discuss job hazard analyses for active work activities and work activities planned to start within five (5) working days.

Submit a revised job hazard analysis when equipment or methods change results in a change to the hazards previously identified. Submit a revised job hazard analysis within one working day of the identified change.

#### **Add to Section 5-1.32**

##### **Section 5-1.32 AREAS FOR USE:**

Personal vehicles of the Contractor's employees must not be parked on the traveled way or shoulders, including sections closed to traffic.

#### **Add to Section 5-1.36**

##### **5-1.36 PROPERTY AND FACILITY PRESERVATION**

In addition to Section 5-1.36 PROPERTY AND FACILITY PRESERVATION of the State Standard Specifications the following shall apply. Contractor shall protect existing pavement, striping, manholes, utilities, sidewalks, curbs, gutter, curb ramps, valley gutters, and driveways at all equipment crossings. The Contractor shall provide materials to shore and brace excavation areas in order to prevent existing structures, private properties and permanent improvements from failure or damage during construction. If requested, provide shoring design calculations and details for review by the Engineer. Damage to existing structures, private properties, and permanent improvements due to construction work conducted by the Contractor shall be restored to existing or better condition with no additional cost to the City.

**Add to the list in the RSS of section Section 5-1.36A:**

- 12. Existing hardscape
- 13. Retaining walls
- 14. Trees, shrubs, other plants
- 15. Irrigation facilities

**Replace *Reserved* in Section 5-1.36C(2) with:**

The Contractor is responsible for the care and protection of all materials and equipment until the completion and final acceptance of the work.

The Contractor shall provide protection to the project site against trespass, vandalism, or theft during the Maintenance Period. Any damage caused by the lack of adequate site protection shall be repaired or replaced at no additional cost to the City.

**5-1.43 POTENTIAL CLAIMS AND DISPUTE RESOLUTION**

In addition to the requirement outlined in section 5-1.43 Potential Claims and Dispute Resolution the City shall follow Caltrans's dispute resolution process.

**Replace the 2nd paragraph of Section 5-1.46 with:**

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

**Add to the end of Section 5-1.46:**

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

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

The Contractor shall be responsible for restoring the proposed staging areas, the temporary access road, and any other areas temporarily impacted during construction evaluation to the work prior to the start of work. The project will not be accepted by the City until these areas are restored in kind to the satisfaction of the permits and acceptance of the Engineer. Before any work has begun, Contractor shall review the staging areas and access road with the Engineer to document their existing conditions.

Any paved areas shall be replaced with a structural section equal to or greater than the adjacent paved structural sections.

Any vegetated areas shall be replaced to its existing condition using planting similar to the adjacent undisturbed planting or as directed by the Engineer.

The costs for restoring of staging areas and access roads shall be included in the various items of work associated with this project and no separate payment will be made.

**Add to Section 5-1.47:**

**5-1.47 GUARANTEE**

The Contractor hereby agrees to make, at its sole expense, all repairs or replacements necessitated by defects in materials or workmanship, supplied under terms of the Contract Documents, and pay for any damage to other works resulting from such defects, which becomes evident within one (1) year after the date of acceptance of the Project as evidenced by the Notice of Completion recorded by the City. Unless otherwise provided in Contract Documents, the one (1) year warranty period is the shortest duration and such duration may be a longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The Contractor further assumes responsibility for a similar guarantee for all work and materials provided by subcontractors or manufacturers of packaged equipment components. The Contractor also agrees to indemnify, defend, and hold the City harmless from liability of any kind arising from damage due to said defects. The Contractor shall repair failed areas in full, from lane line to lane line. All work done on failed areas shall be done in accordance with these Special Provisions and as directed by the engineer.

The Contractor shall, upon the receipt of notice in writing from the City, promptly make all repairs arising out of defective materials, workmanship, or equipment. The City is hereby authorized to make such repairs, and the Contractor and its Surety shall be liable for the cost thereof, if fifteen (15) working days after the City giving of such notice to the Contractor, the Contractor has failed to make or undertake the repairs with due diligence. In case of emergency, where in the opinion of the City delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the expense in connection therewith shall be charged to the Contractor, and/or its Surety shall be liable for the cost thereof.

Prior to the expiration of the warranty period, the City reserves the right to hold a meeting and require the attendance of the Contractor. The purpose of the meeting is to review warranties, bonds and maintenance requirements and determine required repair or replacement of defective items. For the purpose of this paragraph, acceptance of the Work or a portion of the Work by the City, shall not extinguish any covenant or agreement on the part of the Contractor to be performed or fulfilled under this Contract which has not, in fact, been performed or fulfilled at the time of such acceptance. All covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

Nothing in the Contract Documents shall be construed to limit, relieve or release the Contractor's, subcontractor's and/or equipment supplier's liability to the City for damages sustained as the result of latent defects in the equipment furnished or work performed. Further, nothing in the Contract Documents shall be deemed to be a waiver by the City of any rights or remedies, or time limits in which to enforce such rights or remedies, that it may have against the Contractor, subcontractors, suppliers of the equipment and work performed under the Contract Documents.

^^

## **6 CONTROL OF MATERIALS**

### **Add to Section 6:**

In addition to the requirements of Section 6 CONTROL OF MATERIALS of the State Standard Specifications, the following shall apply:

Material testing for this project will be provided by the Contractor as set forth in Section 6 CONTROL OF MATERIALS of the State Standard Specifications and the most current City of Goleta's Quality Assurance Program. The Contractor shall perform all testing to verify compliance with the Specifications of any and all materials furnished by the Contractor. The Contractor shall submit and receive the Engineer's approval of all compliance test results prior to incorporating materials into the project. The Contractor may elect to place material without the approved certificates of compliance and mix designs and shall be at the Contractor's own risk. The Contractor shall notify the Engineer in writing to get the approval of placement, and \$10,000.00 will be withheld from the Contractor's progress payment for each certificate of compliances and mix designs until the certificate of compliances and mix designs are submitted approved.

Samples, certificates of compliance, lists of materials and material sources, access to facilities, requests for testing and all other data relating to material testing shall conform to Section 6 of the State Standard Specifications, "Control of Materials." Contractor shall provide the Engineer with five (5) working days' notice of the need for material testing.

### **Section 6-1.01 GENERAL**

Unless otherwise authorized by the Engineer, the substantiation of offers of equivalency must be submitted at the pre-construction meeting.

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

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

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

1. Product Data Design Criteria
2. Physical Properties Limitations of Process
3. Material Specifications List of Previous Projects
4. Installation Specifications Size of Completed Projects

5. Testing Methods List of Current Projects
6. Third Party Test Data
7. Size of Current Projects
8. References (All references must include current names and telephone numbers)
9. List of all deviations from the specifications or referenced product or materials

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

## **6-2 QUALITY ASSURANCE**

In addition to the requirements of Section 6-2 QUALITY ASSURANCE of the State Standard Specifications, the following shall apply:

Specific quality control requirements for the Work are indicated throughout the Contract Documents. The requirements of this Section are primarily related to performance of the Work beyond furnishing of manufactured products. The term "Quality Control" includes inspection, sampling and testing, and associated requirements.

1. Quality Control: All those planned and specified actions or operations necessary to produce a product or service that will meet requirements for quality as specified. Quality Control is the responsibility of the Contractor. The Contractor will monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
2. Quality Assurance: Those planned and systematic operations conducted to ensure that the operations and/or products incorporated into the project meet the project specifications. Quality Assurance encompasses oversight of the Contractor's Quality Control; verifying the results of Contractor testing; review of sampler, tester and laboratory qualifications; independent assurance sampling and testing, and inspection for conformance with the plans and specifications. Quality Assurance is the responsibility of the Contractor and Engineer.
3. Special Tests and Inspections: Tests and inspections required by the CBC and performed by certified inspectors. These tests will be performed and paid for by the City.

### **Quality Control Program:**

1. Contractor shall develop a detailed written Quality Control (QC) Program for all Work required in the Contract Documents. The Contractor must submit for the Construction Manager's acceptance the Contractor's Quality Control Program (QC Program) for the entire Project before beginning any of the Work other than mobilization tasks to install temporary facilities. Except for mobilization, no other work will begin until the Engineer has accepted the Contractor's overall QC Program for the project. This QC Program must meet the objectives and requirements as defined herein. The QC Program must be specific to this Project and the Contract Documents.

2. In addition, the Contractor must submit for the Engineer's acceptance the Contractor's individual QC Plans before starting each area or division of the Work and/or new specialty trade to complete any portion of the Work. Work will be permitted to start only after the Construction Manager reviews and accepts Contractor's individual QC Plan. The individual QC Plans must identify all QC personnel, procedures, inspections, laboratories, Testing equipment calibrations and certifications, tests, inspection/test hold points, instructions, sampling and testing records organized by date and type of material, reports, records, schedules, etc. specific for each area or division of the Work and/or new specialty trade to complete any portion of the Work.
3. Contractor shall appoint a full time Quality Control Officer who will have the sole responsibility for the full-time oversight, implementation, and monitoring of the QC Program on this one project. Contractor shall maintain a log of required testing indicating the tests or sampling and test method required, location, frequency and responsibility.
4. Contractor shall provide written procedures defining methods of construction, control measures, and the performance of inspections and testing for the different types of Work.
5. Procedures shall detail "Hold Points," where Work shall not proceed until the required Quality Control functions are performed and documentation shows the Work meets the requirements of the Contract.
6. Procedures shall detail problem resolution steps and corrective actions in the event the Work does not meet the Contract Specifications.
7. Procedures shall be provided for all major activities of Work.
8. Contractor shall maintain evidence of activities affecting quality, including operating logs, records of inspections and tests, audit reports, material analyses, personnel qualification and certification records, procedures, and document review records.
9. Quality records shall be maintained in a manner that provides for timely retrieval, and traceability. Quality records shall be protected from deterioration, damage, or destruction.
10. Within 24 hours, notify the Engineer of any noncompliance identified by your QC program. The Contractor shall provide the City access to all QC records.
11. Submit QC test data and QC test results within two (2) working days of test completion.

### **Sampling and Testing**

1. Unless otherwise indicated, all products, materials, and equipment shall be subject to inspection by the Engineer at the place of manufacture as specified in the CSSS.
2. The City or an independent firm retained by the City will perform inspections, testing, and other services as required by the Engineer.
  - a. The Contractor shall cooperate with the Engineer or independent firm

and furnish samples of materials, design mix, equipment, tools, storage, and assistance as requested.

- b. The Contractor shall notify Engineer three (3) working days prior to the expected time for operations requiring inspection and laboratory testing services.
- c. Retesting required because of non-conformance to requirements shall be performed by the same independent firm on instructions by the Engineer. The Contractor shall be responsible for all costs including administrative, material testing, design and, engineering activities directly related to such retesting.

### **Installation**

- 1. Inspection: The Contractor shall inspect materials or equipment upon the arrival on the job site and immediately prior to installation and reject damaged and defective items.
- 2. Measurements: The Contractor shall verify measurements and dimensions of the Work, as an integral step of starting each installation.
- 3. Manufacturer's Instructions: Where installations include manufactured products, the Contractor shall comply with manufacturer's applicable instructions and recommendations for installation, to whatever extent these are more explicit or more stringent than applicable requirements indicated in Contract Documents.
  - a. When manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

Full compensation for conforming to all requirements specified in this Section, "Control of Materials," shall be considered as included in the contract price paid for other items of work and no additional compensation will be allowed.

AA

## **7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

**Replace Section 7-1.02D with:**

### **7-1.02D UNMANNED AIRCRAFT SYSTEMS**

Comply with 14 CFR 107 when operating UAS in the proximity of the highway.

Submit the following to the Engineer and

<https://app.smartsheet.com/b/form/7ad42b76ef9e4f37ba2978520f1b1a5f> as an informational submittal at least seven (7) working days before initial operation of UAS:

1. UAS remote pilot information
  - 1.1. Pilot's full name
  - 1.2. Pilot's contact information
    - 1.2.1. Phone number
    - 1.2.2. Email address
  - 1.3. Pilot's certification information
    - 1.3.1. Certificate issuance date
    - 1.3.2. Certificate expiration date
2. UAS information
  - 2.1. UAS manufacturer
  - 2.2. UAS model
  - 2.3. Registration number
  - 2.4. Registration issuance date
  - 2.5. Registration expiration date

Maintain records of UAS flights. Submit a post-flight record as an informational submittal to the Engineer and

<https://app.smartsheet.com/b/form/5e34deda3bd24f8f8397d895275ecbec> within 1 business day of each flight. The post-flight record must include the following:

1. Flight date
2. Flight duration
3. Visual observer name and contact information
4. Purpose of flight
5. UAS Hazard Analysis Contractor/Consultant form, as an attachment
6. Description of any accidents or incidents, if applicable

Do not operate UAS over the traveled way unless preauthorized in writing by the Engineer. Launch and land UAS at least 50 feet from the edge of live traffic.

### **7-1.02I(2) Nondiscrimination**

In Attention is directed to the following Notice that is required by Chapter 5 of Division 4

of Title 2, California Code of Regulations.

**NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)**

The Contractor's attention is called to the "Nondiscrimination Clause", set forth in Section 71.01A(4), "Labor Nondiscrimination," of the State Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

**7-1.02I(3) Nondiscrimination Statement**

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

**7-1.02J NOVEL CORONAVIRUS (COVID-19) SAFETY REQUIREMENTS**

**7-1.02J.1 GENERAL**

- a. Section Includes: COVID-19 safety requirements to address the COVID-19 epidemic, including without limitation any requirements imposed by federal, state, and local guidelines and orders or those necessary for performance of work safely.
- b. These COVID-19 safety requirements are not all encompassing and may need to be modified by the Contractor for individual construction tasks and updated as the COVID-19 epidemic evolves.
- c. The Contractor and all its sub-tier level subcontractors and suppliers shall account in their Bid and sub-bids for all cost impacts whether affecting labor (including, but not limited to obtaining qualified workers, quantity of workers, as well as their productivity), deliveries, supervision, testing and/or procurement of materials and/or equipment and time caused by any COVID-19 safety requirements, including without limitation those found in this Section and also all public health and governmental directives in place at the time Bids are received by the City for this Project.

**7-1.02J.2 COVID-19 EXPOSURE PREVENTION, PREPAREDNESS, AND RESPONSE PLAN**

Contractor's Responsibility

- a. The Contractor shall prepare a COVID-19 Exposure Prevention, Preparedness and Response Plan (a "COVID-19 Plan") specific to this Project that describes how to prevent worker exposure to coronavirus; protective measures to be taken on the jobsite; personal protective equipment and work practice controls to be used; cleaning and disinfecting procedures; and procedures to follow if a worker shows

symptoms of COVID-19 illness or tests positive for COVID-19. In addition to any governmental or other guidance available at the time of Bid submission, the Contractor should review OSHA COVID-19 Workplace Safety Guidance documentation, such as: <https://www.osha.gov/Publications/OSHA3990.pdf>, as a resource in preparation of its COVID-19 Plan. Other reliable and current sources of COVID-19 information can be found from:

1. The California Department of Public Health (CDPH, State), including without limitation, guidance such as:  
<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Immunization/nCOV2019.aspx>
2. The federal Centers for Disease Control and Prevention (CDC, National), including without limitation, guidance such as:  
<http://www.cdc.gov/coronavirus/novel-coronavirus-2019.html>
3. The Santa Barbara County Public Health Department, including without limitation, guidance found here: <https://publichealthsb.org/>
- b. The Contractor's COVID-19 Plan shall at a minimum address the following COVID-19 safety guidelines:
  1. COVID-19 Employee and Visitor training and check-list before entering worksite.
  2. Employee distancing and strategies to maximize distancing when possible.
  3. Limitations on gathering size.
  4. Personal Protective Equipment (PPE) requirements.
  5. Identification of "choke points" and "high risk areas" such as hallways, hoists and elevators, break areas and vehicles.
  6. Staggering trades and modification of work schedules to reduce worker density to maximize distancing opportunities.
  7. COVID-19 employee good personal hygiene measures.
  8. Disinfection and cleaning requirements.
  9. Personal prevention actions requirements for all employees.
  10. Toolbox and Tailgate COVID-19 employee training.
  11. Recognition of COVID-19 Symptoms.
  12. Procedures for COVID-19 exposure and notification to others who were at the Site.
  13. Daily screening protocols for arriving workers and visitors to ensure potentially infected workers and visitors do not enter the Site.
  14. Maintenance of daily attendance logs of all workers and visitors who enter the Site.
- c. Also, as part of this Plan, the Contractor shall draft and implement a COVID-19 Code of Safe Practices that is posted in areas visible to all employees and visitors.
- d. The Contractor shall be prepared at each Progress and Coordination Meeting, if

requested by the Engineer, to provide information relevant to the application, enforcement, and implementation of the Code of COVID-19 Safe Practices.

- e. All Contractor managers and supervisors **(from forepersons to project managers)** must be familiar with the COVID-19 Plan and be ready to answer questions from employees, subcontractors, suppliers and visitors. Managers and supervisors must set a good example by following the COVID-19 Plan at all times. This involves practicing good personal hygiene and jobsite safety practices to prevent the spread of the virus. Managers and supervisors must encourage this same behavior from all employees, subcontractors, suppliers and visitors.
- f. The Contractor shall immediately notify the Engineer if any person under the Contractor's control on this Project has tested positive for COVID-19.
- g. The Contractor is responsible to provide to the Engineer its COVID-19 Plan. This plan is due to the Engineer at the pre-construction meeting. No work shall be permitted until this plan is accepted by the Engineer.

**Replace the 1st item in the list of the 2nd paragraph of section 7-1.02K(2) with:**

1. At the Department's Office

**Add to Section 7-1.02K(2):**

#### **7-1.02K(2) Prevailing Wage**

In addition to the requirements of Section 7-1.02K(2) Wages of the State Standard Specifications:

The possibility of wage increases is one of the elements to be considered by the Contractor in determining the bid, and will not under any circumstances be considered as the basis of a claim against the City on the contract.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the City of Goleta, 130 Cremona Drive, Suite B, Goleta, CA 93117. These wage rates are not included in the Proposal and Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

Payment of prevailing wage must be documented through submission of certified payroll records for the prime Contractor and lower tier Subcontractors.

**Replace item 1.3 in the list in the 2nd paragraph of Section 7-1.02K(3) with:**

- 1.3 Last four digits of social security number pursuant to Labor Code § 226(a)

**Add to Section 7-1.02K(5):**

#### **7-1.02K(5) Working Hours**

Working hours are Monday through Friday, 8 AM-5:30 PM

If overtime work is approved by the Engineer, the City shall make deductions in the contractor progress payment. The Contractor shall reimburse the City as outlined in section 5-1.08 INSPECTION for the actual cost of all inspection cost for work requested outside of the contract working hours, Saturday and Sunday work, or inspection performed during designated City, State, or Federal holidays.

Requests for authorization to perform work outside the hours listed above shall be made in writing at least seventy-two (72) hours in advance.

#### **7-1.02K(6) Occupational Safety and Health Standards**

Replace the 1st sentence in the 5th paragraph of section 7-1.02K(6)(a) with:

Submit copies of the Contractor's Injury and Illness Prevention Program, Code of Safe Practices, and permits required by Cal/OSHA as informational submittals.

#### **Replace the 1st sentence in the 5th paragraph of Section 7-1.02K(6)(a) with:**

Submit copies of the Contractor's Injury and Illness Prevention Program, Code of Safe Practices, and permits required by Cal/OSHA as informational submittals.

#### **Replace Reserved in Section 7-1.02M(2) with:**

Submit the names and emergency telephone numbers of the nearest fire suppression agencies before the start of job site activities as an informational submittal. Post the names and phone numbers at a prominent place at the job site.

Submit a copy of the Contractor's fire prevention plan required by Cal/OSHA as an informational submittal before the start of job site activities.

Cooperate with fire prevention authorities in performance of the work. Immediately report fires occurring within and near the project limits by dialing 911 and to the nearest fire suppression agency by using the emergency phone numbers retained at the job site. Prevent project personnel from setting open fires that are not part of the work. Prevent the escape of and extinguish fires caused directly or indirectly by job site activities.

#### **Replace the 2nd paragraph of Section 7-1.02M(3) with:**

For the list of permitted sites, go to the Department of Conservation, Division of Mine Reclamation website.

#### **Replace the 4th sentence in the 16th paragraph of Section 7-1.03 with:**

When not described and if ordered, providing flaggers is change order work.

**Add to Section 7-1.03:**

**7-1.03 PUBLIC CONVENIENCE**

In addition to the requirements of Section 7-1.03 PUBLIC CONVENIENCE of the State Standard Specifications, Contractor shall notify the affected residents and businesses four (4) calendar days in advance of the start of work. Notification shall be done by using “door knob” type notices which shall include a description of the impending work, the date and time when traffic will be restricted, a date and time when parking will not be allowed along the street scheduled for renovation and forty-eight (48) hour window of “no landscape irrigation” prior to work. Contractor shall submit a sample notice for review and approval by the City five calendar days prior to distribution.

Ten (10) calendar days prior to beginning construction, Contractor shall assist in notifying local schools, hospitals, ambulance services, police and fire departments, transit agencies, refuse collectors and Underground Service Alert (USA) of its schedule of work.

Contractor shall furnish and place “No Parking” signs, 12 inches by 18 inches minimum size and approved by the Engineer, throughout the area of work at fifty-foot intervals two (2) working days (four (4) calendar days prior to work beginning on a Monday or Tuesday) prior to the start of construction. In rural areas, the signs shall be placed at intervals not to exceed 400 feet. The signs shall include the date and time during which parking is prohibited. The Contractor shall remove these signs immediately when they are no longer needed. The signs shall post the city ordinance referencing towing of vehicles illegally parked.

If for any reason the work is delayed or rescheduled after the required notifications have been issued, the Contractor shall re-date the signs affected, notify residents and businesses of the change via a new “door knob” notice, and re-contact the local services and agencies. If the work is delayed more than five calendar days, the Contractor shall remove the signs and place re-dated signs two working days (four calendar days prior to work beginning on a Monday or Tuesday) in advance of the work.

Full compensation for “Notification of Residents, Businesses & Agencies” will be paid on a lump sum basis as indicated in the Bid Schedule, and no additional compensation will be allowed therefor.

**Replace the 3rd sentence in the 7th paragraph of Section 7-1.04 with:**

When not described and if ordered, providing flaggers is change order work.

**Replace the 13th paragraph of Section 7-1.04 with:**

Equipment must enter and leave the highway via existing ramps and crossovers and must move in the direction of traffic. All movements of workers and construction equipment on or across lanes open to traffic must be performed in a manner that do not endanger the public. The Contractor’s vehicles or other mobile equipment leaving an open traffic lane to enter the construction area must slow down gradually in advance of the location of the turnoff to give the traffic following an opportunity to slow down. When leaving a work area and entering a roadway carrying traffic, the Contractor’s vehicles and equipment must yield to traffic. Compensation for flaggers, used for all movement of workers and construction vehicles and equipment on or across lanes open to traffic, is included in the bid items of work involved.

**Add to Section 7-1.04:**

**7-1.04 PUBLIC SAFETY**

In addition to the requirements of Section 7-1.04 PUBLIC SAFETY of the State Standard Specifications, the Contractor shall cooperate with and notify the local police and fire departments, school districts, Refuse, ambulance services, and Public Works Street Division of proposed construction operations two (2) working days before work is to begin.

The Contractor shall be responsible to notify and coordinate their schedule with schools that may be in or adjacent to the projects area.

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

**Replace *Reserved* in Section 7-1.10 with:**

**7-1.10 PERMITS AND LICENSES**

The City of Goleta has received permits and a copy of the permits can be found in the appendices. A copy of all permits listed below must be kept at the job site at all times.

The Contractor shall comply with all permit conditions and requirements. If, for any reason, the permit time limits need to be extended, it shall be the Contractor's sole responsibility to request such extension(s) and to pay any additional fees associated with the permit extension(s). Refer to sections elsewhere in these Special Provisions for more detail on permits.

No separate measurement or payment shall be made for compliance with permit requirements, extensions or preparation and approval of Contractor's work plan and dewatering plan. The Contractor shall include the costs associated with these items in the various bid items to which the Work relates.

The Contractor shall obtain a business license from the City of Goleta prior to performing the work.

The Contractor may use water from Goleta Water District fire hydrants provided that the required permits are obtained and the Contractor has paid the associated fees.

Full compensation for conforming to all requirements specified in this section shall be considered as included in the contract price paid for other items of work and no additional compensation will be allowed therefor.

**Relations with California Department of Transportation**

- A. A portion of this project is located within the jurisdiction of the California Department of Transportation (Caltrans). Before construction, Contractor shall obtain an Encroachment Permit from Caltrans for the portion of work located within the State right of way and for placing and maintaining any proposed traffic control measures within the State right of way.
- B. Attention is directed to Sections 7-1.11, "Preservation of Property," and 7-1.12, "Responsibility for Damage," of the State Standard Specifications.

- C. Any change in the conditions listed in the permit proposed by Contractor shall be submitted to Engineer for transmittal to Caltrans for their approval. Changes shall not be implemented until approved in writing by Caltrans.
- D. Contractor shall prepare a traffic control plan for review and approval by Caltrans as part of the Encroachment Permit application.
- E. In addition to traffic control devices, Contractor shall comply with all conditions of the Caltrans Stormwater Permit for construction activities within the State right of way.
- F. Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor. The approximate cost of the Encroachment Permit is \$1,000.00.

### **Right of Way**

- A. A portion of this project is located outside of the public right-of-way. A Right-of-Entry for the Work is included in the appendix.
- B. Contractor shall not be entitled to the exclusive use of any public street or rights-of-way during the performance of the work under the contract, and Contractor must conduct operations so as not to interfere unnecessarily with business, traffic, pedestrians, and the authorized work of utility companies or other agencies in the street or rights-of-way. Neither the Specifications nor the Plans may be construed to entitle Contractor to conduct operations within the rights-of-way which are in violation of any local, county, or state ordinance or regulation restricting interference with water courses and drainage channels. Contractor must take adequate precautions against obstructing storm water flow within the project limits. Contractor may not deposit excavated materials, store equipment or construction materials within the street.

### **Add Section 7-1.12:**

#### **7-1.12 COOPERATION**

The Contractor shall cooperate with other forces constructing, relocating, and/or modifying facilities within the project limits. The Contractor shall coordinate his work with that of others, including utility companies, to present delays.

It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present and/or relocated positions as shown on the plans or as described in the specifications, and that no additional compensation will be allowed for any delays, inconvenience, or damages sustained due to any interference from said appurtenances or the operation of moving them. In addition, the Contractor shall not be allowed any additional compensation for delays of inconvenience sustained by the Contractor due to the City not having City-supplied equipment ready for pick-up. In such a case, the City may increase the number of working days for the contract.

Five (5) working days prior to beginning work, the Contractor shall provide to the Engineer, in writing, the name and telephone number of a representative who is directly involved with this project, and under the supervision of the Contractor. The Contractor's representative may be contacted by City staff during non-working hours including nights, weekends and

holidays in the case of any public inconvenience and/or emergency relating to the Contractor's operations. The contact representative shall not be replaced by another company employee for the duration of the project without a written explanation from the Contractor which has been approved by the Engineer. Should a new representative be used, he/she shall be knowledgeable of the project, the events, and/or revisions that may be occurring.

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

**Add Section 7-1.13:**

**7-1.13 RIGHTS IN LAND AND IMPROVEMENTS**

The Contractor is responsible for making arrangements to stockpile and store equipment outside the public right of way as work is performed. Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, private property, including any Section closed to public traffic.

The Contractor shall secure easements at their own expense for any areas required for plant sites, storage of equipment or materials, or for any other purposes. Before occupying any easement area, the Contractor shall provide the Engineer a written statement from each property owner verifying easement acquisition.

Staging areas located on private property shall be restricted to properties where the property owner has given written authorization to the Contractor for use of said property. The Contractor shall submit, at the Pre-Construction meeting, documentation of the written authorization from the property owner(s). Prior to final acceptance of the project, the Contractor shall provide the Engineer a written statement of release from each property owner that granted an easement for the Contractor's operations.

Full compensation for conforming to all requirements specified in this Section shall be considered as included in the contract price paid for various items of work and no additional compensation will be allowed.

^^

## **8 PROSECUTION AND PROGRESS**

### **Add the following to Section 8-1.01:**

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

1. The Engineer;
2. Inspectors;
3. Contractor Foreman; and
4. The Contractors Responsible Scheduling Person.

In addition to daily reports required to substantiate the costs of claims and changes performed as force account work and for Disputed Work pursuant to Section 21 of these Special Provisions, the Contractor must complete a daily report indicating locations worked, start/finish and milestone dates, total workforce per construction trade for each task, major equipment on site, Contractor's workforce and equipment, each Subcontractor's workforce and equipment, , materials delivered, weather conditions, safety (meetings, inspections, accidents, OSHA citations, actions taken) quality (meetings, inspections, tests), visitors, problems encountered, shortages, delays to planned progress, and any other related information involved in the performance of the work. The daily report must be completed on forms furnished to the Contractor, and submitted at the end of each workday. The report must comment on the daily progress and status of the work within each major component of the work.

No progress payments will be made prior to submission and acceptance of the Schedule by the Engineer.

### **Replace Section 8-1.02C(3)(b) with:**

#### **8-1.02C(3)(b) Schedule Software Licenses**

The Contractor shall provide one licensed copy of the Microsoft Project scheduling software program used to produce the Contractor's Schedule to the Engineer, registered in the Engineers name. This licensed copy must be provided no later than five (5) working days after the Notice to Proceed date and shall be fully licensed for the project duration and for 6 months after the NOC date.

### **Replace Section 8-1.02C(10) with:**

#### **8-1.02C(10) Payment**

Full compensation for conforming to all requirements specified in this Section, "CPM," shall be considered as included in the contract price paid for other items of work and no additional compensation will be allowed.

### **Add to Section 8-1.03**

In addition to Section 8-1.03 PRECONSTRUCTION CONFERENCE of the State Standard Specifications:

Prior to the start of construction, a preconstruction conference will be called by the Engineer for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be tested, equipment to be used, and all essential matters pertaining to the prosecution and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major Subcontractors and material suppliers.

Submit the following items to the Engineer for review at least five (5) working days prior to the preconstruction conference. Issuance of a Notice to Proceed is dependent on the timelines and the proper level of detail of these submittals. Submittals shall include, but are not limited to:

1. Key Personnel, Telephone Numbers and Emergency Telephone Numbers
2. Project Construction Schedule per specifications
3. Public Notices (i.e. Notifications and Door Hangers)
4. Storage Site Locations
5. Traffic Control Plan / Detour Plans
6. Parking Restriction Signs
7. Noise mitigation measures
8. Dust Control measures
9. Waste Disposal Plan
10. Copies of pertinent permits, licenses, certifications or required approvals, per specifications
11. Required Inspections
12. Finalized SWPPP
13. Electrical and Signal Poles and Equipment

#### **8-1.03B PROGRESS MEETINGS**

Attend Weekly Project Status Meetings with key personnel and utility agencies, including the Contractor's assigned representative and the Contractor's Subcontractors' representative. The meeting will have duration of approximately one hour. The meeting shall be held on the same working day of each week and at the same time of the day as mutually agreed to by Engineer and the Contractor. The purpose of this meeting shall be to discuss interfacing work, scheduling, problems, issues, and other issues related to the project. If not previously submitted, submit the following to the Engineer at the beginning of the meeting:

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

**Replace the row for *Safety* in the table in the 2nd paragraph of section 8-1.03 with:**

Safety	Injury and Illness Prevention Program, Code of Safe Practices, and job site posters
--------	---

**Replace entire Section 8-1.04A with:**

**8-1.04A GENERAL**

Attention is directed to the provisions in in Section 8-1.05 TIME and Section 8-1.10 LIQUIDATED DAMAGES of the State Standard Specifications and these Special Provisions. In addition to Section 8 PROSECUTION AND PROGRESS of the State Standard Specifications, the following shall apply:

All work shall be completed within **20 working days** from the date of the Notice to Proceed.

All punch list items shall be completed within the specified contract working days. The project will not be accepted until all punch list items and plant establishments are completed.

The Contractor shall pay to the City of Goleta the sum of dollars per day as outlined in section 8-1.10 LIQUIDATED DAMAGES of the State Standard Specifications, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

The Contractor shall be responsible to coordinate utilities relocations within the project area. Coordination of utilities within the project limits, including relocations and maintenance of existing facilities and additions thereto, shall be confirmed in writing by utility representatives and the Contractor at this conference or within five (5) working days thereafter.

**NOTICE TO PROCEED**

The Contractor shall begin work within fifteen (15) calendar days from the date of a "Notice to Proceed" letter, and the Contractor shall thereafter diligently prosecute the work to completion.

The Contractor shall notify the Director, in writing, of his or her intent to commence work at least seventy-two (72) hours before work is to begin. The notice shall specify the date on which the Contractor intends to begin work. If a project has more than one (1) location of work, a separate notice shall be given for each location.

Should the Contractor begin work in advance of issuance a "Notice to Proceed," any work performed in advance of such issuance shall be considered to have been done at Contractor's own risk and as a volunteer.

Notwithstanding any other provision of the contract, City shall not be obligated to accept or to pay for any work furnished by the Contractor prior to delivery of notice to proceed whether or not the City has knowledge of the furnishing of such work.

Submit no less than ten (10) days in advance of the commencement of the proposed work:

1. Specific date, hours and location of work;
2. Complete description of work to be done;
3. Number and type of equipment to be used;
4. Noise mitigation measures to be employed;

5. Distance of the nearest resident to the work;
6. Electrical, signal poles and equipment proof of order; and
7. Inspection required.

**Replace entire Section 8-1.04B with:**

#### **8-1.04B START OF JOB SITE ACTIVITIES**

Contractor shall not begin any job site activities until the Notice to Proceed is issued. Notify the Engineer seventy-two (72) hours in advance of commencing job site activities.

**Add to Section 8-1.05:**

#### **8-1.05 TIME**

In addition to Section 8-1.05 TIME of the State Standard Specifications, the Contractor shall diligently prosecute the work to completion in accordance with the following schedule.

All work shall be completed within working days outlined in Section 8-1.04A GENERAL of these Special Provisions.

A punch list will be created after all bid items have been completed by the Contractor and it shall be the Contractor's responsibility to notify the Engineer in writing that all bid items have been completed. All punch list items shall be completed within the specified contract working days. The project will not be accepted until all punch list items and plant establishment has been completed.

A sample of the weekly statement of working days is in Appendix A. You must use the most recent Caltrans weekly statement of working days which can be downloaded at <https://dot.ca.gov/programs/construction/contract-time>.

**Add to the end of Section 8-1.06:**

#### **Responsibilities of Contractor During Suspension Periods**

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

#### **8-1.06A SUSPENSIONS OF WORK ORDERED BY THE ENGINEER**

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

**Add to the end of Section 8-1.07B:**

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

**8-1.07B(1) Delays to Critical Path**

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

**8-1.07B(2) Conditions to Time Extensions**

The Contract Time or Milestones shall be extended only if, in the opinion of City, the Contractor is necessarily delayed in completing the Contract by a cause that meets all of the following conditions:

1. Such cause is beyond the control of Contractor, its Subcontractors, or material suppliers and is not due, in whole or in part, to the breach, negligence or fault of Contractor, its Subcontractors, or material suppliers;
2. Such cause arises after the Bid deadline and neither was nor could have been anticipated before the Bid deadline;
3. The effect of such cause could not be anticipated and avoided or mitigated by the exercise of all reasonable precautions, efforts and measures by the Contractor, including re-planning, scheduling and re-sequencing;
4. Such cause, in fact, results in a delay in the performance of the critical path of the Work, which is not thereon thereafter recovered;
5. Contractor has given notice thereof and provided the back-up documentation and analysis as required by the Contract Documents or as requested by the Engineer or City including but not limited to as-planned versus as-built schedules; and

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

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

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

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

#### **8-1.07B(4) Excusable Compensable Delay**

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

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

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

is not due, in whole or in part, to the breach, negligence, or fault of Contractor, its Subcontractors, or Suppliers. Contractor’s remedy for Excusable Compensable Delay shall be extension of the date for completion and Milestones subject to the Conditions to Time

Extensions identified above and reimbursement of actual costs directly resulting from such delays and markup in accordance with Section 9.

#### **8-1.07B(5) Inexcusable Delay**

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

#### **8-1.07B(6) Concurrent Delays**

To the extent the Contractor is entitled to an extension of time due to an Excusable Non-Compensable Delay or to an Excusable Compensable Delay, but the performance

of the Work is independently suspended, delayed, or interrupted by an Inexcusable Delay, the delay shall be deemed to be a "Concurrent Delay."

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

#### **8-1.07B(7) Claim for Additional Time**

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

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

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

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

#### **8-1.07B(9) No Release of Sureties**

An extension of time granted shall not release the sureties from their obligations. Work shall continue and be carried on in accordance with all the provisions of the Contract

and the Contract shall be and shall remain in full force and effect during the continuance and until the completion and the City's final acceptance of the Work covered by this Contract unless formally suspended or annulled in accordance with the terms of the Contract Documents.

#### **8-1.07B(10) No Waiver by City**

Neither the grant of an extension of time beyond the date fixed for the completion of any part of the Work nor the doing and acceptance of any part of the Work or materials specified by this Contract after the time specified for the completion of the Work, shall be deemed to be a waiver of any other rights and remedies under the Contract.

#### **8-1.07B(11) City's Right to Order Extraordinary Measures to Mitigate Delay**

In the event of delays to the project, the Engineer may order Extraordinary Measures as provided below.

#### **8-1.07B(11)(a) Non-Compensable Extraordinary Measures**

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

#### **8-1.07B(11)(b) Compensable Extraordinary Measures**

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

#### **8-1.07B(12) Continuation of the Work**

If the construction of the Work is not completed within the Contract Time, as may be extended by the City, the Contractor shall continue performing the Work in accordance with the Contract Documents until the completion of and the acceptance of the Work, or Contractor's performance is suspended or terminated.

**Replace the 2nd paragraph of Section 8-1.07C with:**

Losses for idle equipment, idle workers, and moving or transporting equipment are eligible for delay- related payment adjustments.

If the Contractor claims additional costs due to impacts from an excusable delay, the Contractor must comply with section 5-1.42 REQUESTS FOR INFORMATION. Support the Contractor's claim for additional costs based on the difference between the cost to perform the work as planned and the cost to perform the work as changed as determined under section 9-1.04. The Department adjusts payment for the work portion that was impacted.

The Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time. Contractor, however, shall not be entitled to an adjustment of the Contract Price or to any additional costs or damages (including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs), or any compensation whatsoever for Contractor's use of float and/or Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever, including, but not limited to, delay caused by the City or other Excusable Compensable Delay. The City is exempt from liability for such costs, damages, and compensation.

**Add to Section 8-1.10:**

**8-1.10 LIQUIDATED DAMAGES**

In addition to the requirements of Section 8-1.10 LIQUIDATED DAMAGES of the State Standard Specifications:

Any progress payment made after the completion date shall not be construed as a waiver of liquidated damages.

The Department may withhold liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work.

**8-1.10A GENERAL**

In addition to section 8-1.10A General the following shall apply. The Contractor shall pay to the City of Goleta the sum of **\$4,000 per day**, each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above. Any progress payment made after the completion date shall not be construed as a waiver of liquidated damages.

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

that the City will actually suffer damages in the amount herein fixed for each and every day during which the completion of the work is avoidably delayed beyond the stipulated completion date.

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

#### **Add to Section 8-1.10B:**

The roadway section and or intersection shall be opened to traffic by the end of the roadways last working hours of the lane closure charts. The Contractor shall pay to the Goleta the sum of \$2,000.00 per hour for each hour, or portion of an hour, after the last working hour are exceeded and that a traveled lane remains closed due to the Contractor's operations.

The Engineer will provide written notice of non-conformance to the Contractor within 24 hours of the violation. All Contractor's equipment, machinery, traffic control, and personnel shall be off of the pavement and all lanes shall be open to traffic to be considered as full compliance.

Any progress payment made after the completion date shall not be construed as a waiver of liquidated damages.

#### **8-1.11 UTILITY AND NON-HIGHWAY FACILITIES**

Attention is directed to Section 15 EXISTING FACILITIES of the State Standard Specifications and these Special Provisions.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 3 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Southern California (USA)	(811) 422-4133 (800) 422-4133

The Contractor is cautioned that there may be underground and overhead utility facilities within the work area including telephone, electrical, cable television, gas, water and sanitary sewer transmission facilities, and storm drainage collection facilities.

Where possible conflict may exist, the Contractor shall verify the grade and location of existing underground utility prior to any work.

It is recognized by the City and the Contractor that the locations of existing utilities as shown on the plans are approximate, their actual location is unknown. Recognition is given to the fact there may be additional existing utilities unknown to either party to the contract. Location

of utilities, as shown on the drawings, represents the best information obtainable from utility maps and information furnished by the various agencies and companies involved. The City warrants neither the accuracy nor the extent of the actual utilities involved.

In the event the Contractor discovers utilities not identified on the plans or by the utilities, the Contractor shall immediately notify the Engineer and the utility owners by the most expeditious method reasonably available and later confirm in writing.

The right is reserved to the Department and the owners of facilities, or their authorized agents, to enter upon the highway right of way for the purpose of making those changes that are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in this work and shall conduct operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by the other forces. Wherever necessary, the work of the Contractor shall be coordinated with the rearrangement of utility or other non-highway facilities, and the Contractor shall make arrangements with the owner of those facilities for the coordination of the work.

Attention is directed to the possible existence of underground main or trunk line facilities not indicated on the plans or in these Special Provisions and to the possibility that underground main or trunk lines may be in a location different from that which is indicated on the plans or in these Special Provisions. The Contractor shall ascertain the exact location of underground main or trunk lines whose presence is indicated on the plans or in these Special Provisions, the location of their service laterals or other appurtenances, and of existing service lateral or appurtenances of any other underground facilities which can be inferred from the presence of visible facilities such as buildings, meters and junction boxes prior to doing work that may damage any of the facilities or interfere with their service.

If the Contractor cannot locate an underground facility whose presence is indicated on the plans or in these Special Provisions, the Contractor shall so notify the Engineer in writing. If the facility for which the notice is given is in a substantially different location from that indicated on the plans or in these Special Provisions, the additional cost of locating the facility will be paid for as extra work as provided in Section 4-1.05.

If the Contractor discovers underground main or trunk lines not indicated on the plans or in these Special Provisions, the Contractor shall immediately give the Engineer and the Utility Company written notification of the existence of those facilities. The main or trunk lines shall be located and protected from damage as directed by the Engineer, and the cost of that work will be paid for as extra work as provided in section 4-1.05. The Contractor shall, if directed by the Engineer, repair any damage which may occur to the main or trunk lines. The cost of that repair work, not due to the failure of the Contractor to exercise reasonable care, will be paid for as extra work as provided in Section 4-1.05. Damage due to the Contractor's failure to exercise reasonable care shall be repaired at the Contractor's cost and expense.

Where it is determined by the Engineer that the rearrangement of an underground facility is essential in order to accommodate the highway improvement and the plans and specifications do not provide that the facility is to be rearranged, the Engineer will provide for the rearrangement of the facility by other forces or the rearrangement shall be performed by the Contractor and will be paid for as extra work as provided in Section 4-

1.05. When ordered by the Engineer in writing, the Contractor shall rearrange any utility or other non-highway facility necessary to be rearranged as a part of the highway improvement, and that work will be paid for as extra work as provided in Section 4-1.05.

Should the Contractor desire to have any rearrangement made in any utility facility, or other improvement, for the Contractor's convenience in order to facilitate the Contractor's construction operations, which rearrangement is in addition to, or different from, the rearrangements indicated on the plans or in these Special Provisions, the Contractor shall make whatever arrangements are necessary with the owners of the utility or other non-highway facility for the rearrangement and bear all expenses in connection therewith.

The Contractor shall immediately notify the Engineer of any delays to the Contractor's operations as a direct result of underground main or trunk line facilities which were not indicated on the plans or in these Special Provisions or were located in a position substantially different from that indicated on the plans or in these Special Provisions, or as a direct result of utility or other non-highway facilities not being rearranged as herein provided (other than delays in connection with rearrangements made to facilitate the Contractor's construction operations or delays due to a strike or labor dispute). These delays will be considered right of way delays within the meaning of Section 8-1.09, "Right of Way Delays," and compensation for the delay will be determined in conformance with the provisions in Section 8-1.09. The Contractor shall be entitled to no other compensation for that delay.

Any delays to the Contractor's operations as a direct result of utility or other non-highway facilities not being rearranged as provided in this Section 8-1.10, due to a strike or labor dispute, will entitle the Contractor to an extension of time as provided in Section 8-1.07, "Delays." The Contractor shall be entitled to no other compensation for that delay.

**Add the following to the end of Section 8-1.13:**

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

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

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

1. Contractor fails to promptly commence the Work or unnecessarily or unreasonably delays the Work or improperly discontinues the diligent prosecution of the Work or abandons the Work;
2. Contractor refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to perform the Work in strict accordance with the Contract Documents, and the latest accepted schedule;
3. Contractor fails to make prompt payment of amounts properly due Subcontractors after receiving payment from the City;
4. Contractor disregards applicable laws, statutes, ordinances, codes, rules, regulations, or lawful orders of a public authority;

5. Contractor fails to resume performance of Work which has been suspended or stopped, within a reasonable time after receipt of notice from the City to do so or (if applicable) after cessation of the event preventing performance;
6. Any representation or warranty made by Contractor in the Contract Documents or any certificate, schedule, instrument, or other document delivered by Contractor pursuant to the Contract Documents shall have been false or materially misleading when made;
7. After commencement of the Work the City becomes aware that the Contractor is using an ineligible Contractor, Subcontractor, or supplier who was barred from performing work or providing materials or services on City projects at the time of Bid;
8. Contractor fails to make payment to Subcontractors for materials or labor in accordance with the respective Contract Documents and applicable law;
9. The Contract is assigned or the Work is sublet otherwise than as specified in the Contract Documents;
10. Contractor otherwise is guilty of breach of a provision of the Contract Documents; or
11. Contractor materially fails to execute the Work in accordance with the Contract Documents or, in the City's opinion, is violating any of the terms of the Contract or is not executing the Contract in good faith or is not following instructions of the City as to additional force necessary in the opinion of the City for its completion within the required time.

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

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

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

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

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

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

#### **8-1.13A(3) Erroneous Termination**

If it has been adjudicated or otherwise determined that the City has erroneously or negligently terminated the Contractor for cause, then said termination shall automatically convert to a termination by the City for convenience as set forth in Section 8-1.13C.

#### **8-1.13A(4) Acceptance of Incomplete or Non-Conforming Work**

In lieu of the provisions of this Section for terminating the Contractor's performance, the City may pay the Contractor for the portion of Work completed according to the provisions of the Contract Documents and may treat the incomplete Work as if they had never been included or contemplated by this Contract, in which case the Contract Price will be reduced by the value of the deleted Work determined in accordance with Section 4-1.05M. The City may also exercise its rights under Section 6-3.07F relating to Acceptance

of Nonconforming Work. No claim under this provision will be allowed the Contractor for overhead or prospective profits on Work not completed by the Contractor.

#### **8-1.13A(5) Adequate Financial Assurances**

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

#### **8-1.13B TERMINATION BY THE CITY FOR CONVENIENCE**

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

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

#### **8-1.13C Contractor's Duties Upon Termination**

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

1. Cease performance of the Work to the extent specified in the notice;
2. Cooperate with the City to secure the site and demobilize in a safe and orderly fashion;
3. Take actions necessary, or that the City may direct, for the protection and preservation of the Work;
4. Except for Work directed to be performed in the notice, incur no further costs and enter into no further subcontracts and purchase orders;
5. If requested by the City, assign to the City, in the manner and to the extent directed, all of the right, title and interest to the Contractor under the subcontracts, and the City shall have no liability for acts, omissions or causes of action resulting therefrom which accrued

prior to the date of termination and assignment, which liability shall remain with the Contract; and

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

**Replace Section 8-1.14E with:**

**8-1.14E PAYMENT ADJUSTMENT FOR TERMINATION**

If the Department issues a termination notice, the Engineer determines the payment for termination during the performance period, from contract approval date to contract acceptance date, based on the following:

1. Direct cost for the work performed:
  - 1.1. Including:
    - 1.1.1. Mobilization
    - 1.1.2. Demobilization
    - 1.1.3. Securing the job site for termination
    - 1.1.4. Losses from the sale of materials
  - 1.2. Not including:
    - 1.2.1. Cost of materials you keep
    - 1.2.2. Profit realized from the sale of materials
    - 1.2.3. Cost of material damaged by:
      - 1.2.3.1. Act of God
      - 1.2.3.2. Act of a public enemy
      - 1.2.3.3. Fire
      - 1.2.3.4. Flood.
      - 1.2.3.5. Governor-declared state of emergency
      - 1.2.3.6. Landslide
      - 1.2.3.7. Tsunami
    - 1.2.4. Other credits
2. Cost of remedial work, as estimated by the Engineer, is not reimbursed.
3. Allowance for profit not to exceed 4 percent of the cost of the work performed where a likelihood of having made a profit had the Contract not been terminated is shown.

- Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

523

cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

**Replace Section 9-1.12 with:**

**9-1.12 PROMPT PAYMENT**

The local agency shall make all project progress payment within 30 days after receipt of an undisputed, complete and properly submitted payment request from the contractor on a construction contract. If the local agency fails to pay promptly, the local agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the local agency shall act in accordance with both of the following:

1. The local agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The local agency must return any payment request deemed improper or incomplete by the local agency to the contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

Mobilization shall be as defined in Section 1-1.07B Glossary and include the furnishing and providing for regular maintenance of temporary sanitary facilities on the job for the duration of the project. Failure to comply with this requirement will result in withholding of mobilization payments in the amount deemed appropriate by the Director of Public Works.

**9.12A PAYMENT**

The contract lump sum price paid for “**Mobilization, Bonds & Insurance**” shall include all costs associated with insurance, bonds, permits and fees, submittals, moving onto the jobs (mobilization) establishment of stockpile operations, moving off the job (demobilization) removal, clean up and restoration of stock pile area and limits of work, project phasing, supervision, coordination of concurrent work with other Contractors, meetings and other work indicated in the Contract Documents. Mobilization shall also include all costs to provide and mail/deliver required notification in advance and during the project as required by these special provisions, posting notices at the project site, and to provide response to residential and business concerns.

**Replace Section 9-1.16A with:**

## **9-1.16A PROGRESS PAYMENTS**

Replace Section 9-1.16A PROGRESS PAYMENTS of the State Standard Specifications. After award of contract, the progress payments are due on the 15<sup>th</sup> of each month. The Contractor may request in writing that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the City's payment procedure.

The Contractor shall submit all requests for progress payments using the forms included in Appendix A.

Form CC1: Progress Payment Request - This form is to be completed and signed by the Contractor and attached as a cover sheet to its request for payment. This will be mandatory on all contract requests.

Form CC2: Progress Payment Request – Detail - This form may be used by the Contractor to provide the detail required to verify payment quantities. (City will accept the Contractor's standard form if it provides the required information).

Form CC3: Quantity Change Verification Form - This form is required before any payment can be made based on actual quantities exceeding estimated quantities. At the conclusion of the contract, the City will issue a "Balancing Change Order" incorporating all quantity increases and decreases in the contract items of work.

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

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

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

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

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

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

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

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

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

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

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

#### **9-1.16A(3) Payments for Authorized Changes**

Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Orders and by Construction Change Directives, which shall be itemized separately from base Contract Work.

#### **9-1.16A(4) No Requests for Disputed Subcontractor Work**

Applications for Payment shall not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason, or as to which an appropriate stop payment notice release has not been filed.

#### **9-1.16A(5) City Review and Payment**

This Contract is subject to the following provisions of California Public Contract Code Section 20104.50 which provides as follows:

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

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

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

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

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

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

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

(e) For purposes of this Article:

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

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

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

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

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

#### **9-1.16A(7) Interest on Undisputed Amounts**

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

#### **9-1.16A(8) Contractor Warranty of Title to Work**

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been

received from the City shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. This provision shall not relieve the Contractor from the responsibility for materials and Work upon which payments have been made, the restoration of damaged Work or as waiving the right of the City to require the fulfillment of the terms of the Contract.

Each time the Contractor submits an Application for Payment, the Contractor hereby certifies that each Application for Payment is complete and accurate regarding the quantities and amounts stated in the application, and that all Work for which the Contractor seeks payment have been provided in a manner that meets or exceeds the Contract requirements.

#### **9-1.16A(9) Partial Payments**

The City, once in each month, shall cause an estimate in writing to be made by the Engineer. The estimate shall include the total amount of work done and acceptable materials furnished, provided the acceptable materials are listed as eligible for partial payment as materials in these Special Provisions and are furnished and delivered by the Contractor on the ground and not used or are furnished and stored for use on the contract, if the storage is within the City and the Contractor furnishes evidence satisfactory to the Engineer that the materials are stored subject to or under the control of the City, to the time of the estimate, and the value thereof. The estimate shall also include any amounts payable for mobilization. Daily extra work reports furnished by the Contractor less than 5 calendar days, not including Saturdays, Sundays, and legal holidays, before the preparation of the monthly progress estimate shall not be eligible for payment until the following month's estimate.

- The amount of any material to be considered in making an estimate will in no case exceed the amount thereof which has been reported by the Contractor to the Engineer on State-furnished forms properly filled out and executed, including accompanying documentation as therein required, less the amount of the material incorporated in the work to the time of the estimate. Only materials to be incorporated in the work will be considered. The estimated value of the material established by the Engineer will in no case exceed the contract price for the item of work for which the material is furnished.
- The City shall retain 10 percent of the estimated value of the work done and 10 percent of the value of materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of the contract by the Contractor, except that at any time after 20 percent of the work has been completed, if the Engineer finds that satisfactory progress is being made, the City may reduce the total amount being retained from payment pursuant to the above requirements to 5 percent of the total estimated value of the work and materials and may also reduce the amount retained from any of the remaining partial payments to 5 percent of the estimated value of the work and materials. In addition, on any partial payment made after 95 percent of the work has been completed, the City may reduce the amount withheld from payment pursuant to the requirements of this Section 9-1.06, to such lesser amount as the City determines is adequate security for the fulfillment of the balance of the work

and other requirements of the contract, but in no event will that amount be reduced to less than 125 percent of the estimated value of the work yet to be completed as determined by the Engineer. The reduction will only be made upon the written request of the Contractor and shall be approved in writing by the surety on the Performance Bond and by the surety on the Payment Bond. The approval of the surety shall be submitted to the Disbursing Officer of the City; the signature of the person executing the approval for the surety shall be properly acknowledged and the power of attorney authorizing the person to give that consent must either accompany the document or be on file with the City.

- The City shall pay monthly to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No monthly estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract.
- No monthly estimate or payment shall be construed to be an acceptance of any defective work or improper materials.
- Attention is directed to the prohibitions and penalties pertaining to unlicensed contractors as provided in Business and Professions Code Sections 7028.15(a) and 7031.

#### **9-1.16D MOBILIZATION**

In addition to Section 9-1.16D Mobilization of the State Standard Specifications, the following shall apply:

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site. Mobilization also includes public notifications. Demobilization shall include, upon substantial completion of the contracted work, the removal of all signs, construction trailers, storage trailers and bins, temporary fencing, garbage, construction debris, equipment, utility services not scheduled to remain, portable toilet facilities, and all excess construction material not included and paid for within other base bid items. Work shall also include the repair, restoration and/or replacement of facilities damaged by the Contractor and/or Subcontractors and suppliers, including driveways, parking areas, streets, pipelines, and landscaping, and the submittal of Record Drawings. Work area shall be cleaned and restored to original condition or better as further shown on the plans.

The compensation for mobilization/demobilization shall not exceed 10 percent of the total amount of all remaining bid items.

#### **Add to Section 9-1.16E:**

##### **9-1.16E Withholds**

The City will hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances.

The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances.

The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

the City will withhold five (5) percent of all monthly progress payments as retention to assure completion and payment of labor and materials. Retention will be released to the Contractor fifty-two (52) calendar days after the Notice of Completion is Approved by City Council.

In accordance with Public Contract Code Section 22300, securities shall be permitted in substitution of money withheld by the City to ensure performance under this contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay such moneys to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.

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

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

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

**Replace Section 9-1.16E(4) with:**

The City may withhold payments to cover claims filed under Civil Code § 9000 et seq. Stop payment notice information may be obtained from City.

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

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

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

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

**Replace entire Section 9-1.16E(6) with:**

**9-1.16E(6) Withhold Amount**

The City will withhold 5 percent of all progress payments as retention (Public Contract Code § 7201).

**Add new Section 9-1.16G:**

**9-1.16G Release of Retention**

This Contract is subject to the following provisions of California Public Contract Code § 7200 which provides as follows:

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

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

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

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

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

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

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

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

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

**9-1.16H Payments to Subcontractors**

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

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

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

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

**9-1.17B(1) Affidavit of Final Completion and Final Payment**

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

**9-1.17B(2) Rejection and Revision**

If the City rejects the Affidavit of Final Completion, specifying defective and/or uncompleted portions of the Work, the Contractor shall promptly remedy the defective and/or uncompleted portions of the Work. Thereafter, the Contractor shall give the City a revised Affidavit of Final Completion with a new date based on when the defective and/or

uncompleted portions of the Work were corrected. The foregoing procedure shall apply successively thereafter until the City accepts Contractor's Affidavit of Final Completion.

#### **9-1.17B(3) Documentation**

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

1. A full, complete and proper Final Application for Payment showing the proposed total amount due the Contractor, segregated as to Contract quantities, changes in the Work, and other basis for payments; deductions made or to be made for prior payments; amounts to be retained; any Claims the Contractor intends to file at that time or a statement that no Claims will be filed; and any unsettled Claims, stating amounts;
2. Written consent of surety(ies) to partial/full release of retention/final payment;
3. Contractor's written assurance that identified corrective work not complete and accepted will be completed by a stated date agreeable to the City;
4. The required Record Drawings (in reproducible format);
5. Reasonable proof that taxes, fees and similar obligations of Contractor have been paid;
6. Documentation that Contractor has inspected, tested, and adjusted performance of every system or facility of the Work to ensure that overall performance is in compliance with terms of the Contract Documents;
7. Reasonable proof that Contractor has discontinued and removed temporary facilities and services from the Site, along with construction tools and facilities, forms, and similar items except for Contractor's field office;
8. Reasonable proof that Contractor has provided instruction for the City's operating personnel on systems and equipment operational requirements;
9. A report on performance of completed installations after adjustment that appear unable to comply with the requirements of the Contract Documents;
10. The operating manuals for operating and maintaining the Work; and
11. Four (4) copies of all warranties from vendors and Subcontractors, operation and maintenance manuals, instructions and related agreements, equipment certifications and similar documents, and maintenance and operating instructions.

The Engineer reserves the right to not require any of the above submittals which the Engineer determines, in his/her sole discretion, is not applicable to a particular project.

#### **9-1.17B(4) Disbursement of Final Payment**

Pursuant to California Public Contract Code section 7107, if there is any dispute between the City and the Contractor at the time that disbursement of the final payment is due, the City may withhold from disbursement of the final payment an amount not to exceed one hundred fifty percent (150%) of the amount in dispute.

#### **9-1.17B(5) No Waiver of Claims by City**

The making of final payment shall not constitute a waiver of any Claims by the City including, but not limited to:

- 9-1.17B(6) WAIVER OF CLAIMS BY CONTRACTOR, SUBCONTRACTORS, AND SUPPLIERS**

**Add to Section 9-1.07B:**

**Delete Section 9-1.22:**

535

## **DIVISION II GENERAL CONSTRUCTION**

### **10 GENERAL**

#### **Replace *Reserved* Section 10-1.02A with:**

The Contractor's attention is directed to Sections 8-1.05 "Time" of these Special Provisions for the number of days allowed for this work.

The first order of work shall be for the Contractor to contact Underground Service Alert (U.S.A.) and to verify the location of all utilities in the vicinity of the work.

Attention is directed to Section 5-1.36C(3) for utility work, Sections 8-1.11 "Utility and Non-Highway Work" and 19-1.01A(1) "Pothole Utilities" of these Special Provisions..

In addition, the Contractor shall pothole utilities adjacent to the traffic signal poles prior to ordering any equipment. After it is determined that the pole locations shown on the plans can avoid utilities, Contractor can place the order for the traffic signal equipment. The Engineer shall be furnished a statement from the vendor that the order for the traffic signal equipment has been received and accepted by the vendor.

Prior to commencement of the traffic signal functional test at any location, all items of work related to signal control shall be completed and all roadside signs, pavement delineation, and pavement markings shall be in place at that location.

The Contractor shall prepare a traffic control plan that conforms to Section 12, "Construction Area Traffic Control Devices," of the City of Goleta Design and Construction Standards, the California MUTCD and as described within these Special Provisions prior to construction of each location. The traffic control plan shall include details regarding traffic signal operations to be approved by the City of Goleta Traffic Department.

Attention is directed to "Maintaining Traffic" and "Temporary Pavement Delineation" of these Special Provisions and to the stage construction sheets of the plans.

Attention is directed to "Progress Schedule (Critical Path Method)" of these Special Provisions regarding the submittal of a general time-scaled logic diagram within ten (10) days after approval of the contract. The diagram shall be submitted prior to performing any work that may be affected by any proposed deviations to the construction staging of the project.

The work shall be performed in conformance with the phases and stages of construction shown on the plans. Non-conflicting work in subsequent stages may proceed concurrently with work in preceding stages, provided satisfactory progress is maintained in the preceding stages of construction and with Engineer's written approval.

#### **Add to the end of Section 10-1.02C(2):**

Protect any irrigation component to be relocated before performing any other construction activity in the area.

#### **Add to the 3rd paragraph of Section 10-6:**

Nonpotable water must not be stream water.

**2025 RESIDENTIAL RESURFACING PROJECT**  
CITY PROJECT NO. **N/A**  
SP-65

## **12 TEMPORARY TRAFFIC CONTROL**

### **Add to the end of Section 12-1.01**

#### **12-1.01A Traffic Maintenance**

Attention is directed to Sections 7-1.03 PUBLIC CONVENIENCE, 7-1.04, PUBLIC SAFETY, and Section 12 TEMPORARY TRAFFIC CONTROL of the State Standard Specifications and to the Section entitled "PUBLIC SAFETY" elsewhere in these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.04 PUBLIC SAFETY of the State Standard Specifications.

The minimum size specified for Type II flashing arrow signs in the table following the second paragraph of Section 12-3.30 FLASHING ARROW SIGNS of the State Standard Specifications is amended to read "36 inches by 72 inches".

In the State Standard Plans, Note 5 on Standard Plan T11, Note 6 on Standard Plan T12, and Note 5 on Standard Plan T13 are revised to read:

All traffic cones used for night work or remaining in the roadway overnight shall have reflective cone sleeves as specified in the specifications.

Section 12-3.02 TRAFFIC CONES of the State Standard Specifications is amended to read:

During the hours of darkness traffic cones shall be affixed with reflective cone sleeves. The reflective sheeting of sleeves on the traffic cones shall be visible at 1,000 feet at night under illumination of legal high beam headlights, by persons with vision of or corrected to 20/20.

Reflective cone sleeves shall conform to the following:

1. Removable flexible reflective cone sleeves shall be fabricated from the reflective sheeting specified in these Special Provisions, have a minimum height of 13 inches and shall be placed a maximum of 3 inches from the top of the cone. The sleeves shall not be in place during daylight hours.
2. Permanently affixed semitransparent reflective cone sleeves shall be fabricated from the semitransparent reflective sheeting specified in these Special Provisions, have a minimum height of 13 inches, and shall be placed a maximum of 3 inches from the top of the cone. Traffic cones with semitransparent reflective cone sleeves may be used during daylight hours.
3. Permanently affixed double band reflective cone sleeves shall have 2 white reflective bands. The top band shall be 6 inches in height, placed a maximum of 4 inches from the top of the cone. The lower band shall be 4 inches in height, placed 2 inches below the bottom of the top band. Traffic cones with double band reflective cone sleeves may be used during daylight hours.

The type of reflective cone sleeve used shall be at the option of the Contractor. Only one type of reflective cone sleeve shall be used on the project.

The Contractor shall be responsible for informing the public of the traffic conditions existing within the construction area at all times by placement of appropriate warning and advisory signs. The Contractor shall provide and maintain all traffic control and safety items. The Contractor assumes sole and complete responsibility for job and site conditions during the course of construction, including safety of all persons and property. This requirement shall apply continuously 24 hours/day and shall not be limited to normal working hours.

Full compensation for complying with the above requirements shall be considered as included in the contract price paid for Traffic Control, Traffic Control Plan, and Traffic Control Maintenance and no additional compensation will be allowed.

#### **12-1.01B Traffic Control Plan**

At the pre-construction meeting, the Contractor shall submit a traffic control plan showing traffic control measures and/or, if approved, detours for vehicles and pedestrians affected by the construction work. A maximum of five (5) working days will be required to review and provide the Contractor with comments on the plan. The Contractor shall revise the plan per the City's comments until the plan is accepted by the Engineer. The Contractor will not be allowed to begin work until the Engineer has accepted the traffic control plan.

The Traffic Control Plan shall cover all stages of work, per site, and include (but not limited to) the following information and detail: (1) Street closures and detours including pedestrian access and detours; (2) construction, warning, detour and restriction signs, including "No Parking", "Loose Gravel", "Construction Area Speed limit Signs," and "Bump Ahead" signs; (3) temporary striping and pavement markers; (4) barricades; (5) flashing arrow signs; (6) lighted message boards; (7) portable delineators; (8) traffic cones; (9) lights, flares, flaggers, and spacings.

A copy of the accepted Traffic Control Plan must be kept at the job site at all times, including Subcontractors.

Temporary lane closures will be allowed only during approved working hours. Contractor shall provide at least one lane in each direction on all existing streets throughout the construction project unless otherwise approved in writing by the Engineer.

When work is performed within an intersection, the Contractor shall place the traffic signal in red flash. The Contractor shall submit notification at least 48 hours in advance of placing a traffic signal on flashing red. The City shall provide written approval prior to signal reprogramming. If no work is being performed with an intersection, the Contractor shall place the traffic signal into normal operations. Flaggers are required to control traffic at intersections placed in red flash.

The Contractor shall cooperate with and notify the local police and fire department, ambulance services, post office, refuse collectors, Goleta Union School District, Santa Barbara Unified School District, Santa Barbara Metropolitan Transit District, and residents of proposed construction operations and traffic control operations a minimum of five working days before work is to begin in each work area. If changes are made to the traffic control plan, Contractor shall re-notify at least two working days before work is to begin. In addition, the Contractor shall make available a 24-hour telephone number in case of emergencies and/or problems.

The Contractor will be responsible for notifying residents and businesses of the proposed construction. Notifications shall be distributed to residents and businesses within a 100 foot radius of the job limits, including residents and businesses located on streets adjacent to the construction.

Notifications to affected residents and businesses within the project area shall consist of two (2) phases.

The first phase notifies the affected residents and businesses of the upcoming construction through the use of “door hanger” type formatted notifications. The notification shall state the street name, the working hours, and the anticipated begin and completion dates for each street. A sample of the required notification is located within Appendix A of these Special Provisions. The Contractor shall distribute the door hanger notifications a minimum of 5 (five) working days in advance of the work.

At the pre-construction meeting, Contractor shall provide the Engineer a copy of the proposed notification letter for acceptance.

Notifications shall be tucked neatly in doorjambs, handles, or partially under mats. Notifications shall not be glued, stapled, tacked, or otherwise attached to property. The Contractor shall take care to stay on designated walkways during delivery of notifications, and be polite to citizens encountered.

The second phase consists of the Contractor posting “No Parking” signs on barricades 48 hours prior to the work. The “No Parking” signs shall also include the exact working day that the resurfacing work will take place. A warning indicating that vehicles will be towed away at the owner’s expense shall also be included on the “No Parking” signs. In addition, the Contractor shall make available a 24-hour telephone number in case of emergencies and/or problems and shall post the telephone number on the “No Parking” signs. At the pre-construction meeting, Contractor shall submit to the Engineer a sample “No Parking” sign for acceptance. The Contractor shall be responsible for placing temporary “No Parking” signs in advance of any construction activity. Barricades shall be placed a maximum of 500 feet apart, on both sides of the affected street.

The Contractor shall be responsible for placing “Construction Speed Limit” signs on both sides of the affected street one (1) hour prior to the Street being opened to traffic. The speed limit for the “Construction Speed Limit” signs cannot be less than 10 mph below the posted speed. At the pre-construction meeting, Contractor shall submit to the Engineer a sample

“Construction Speed Limit” sign for acceptance. Signs shall be placed a maximum of 500 feet apart, on both sides of the affected street.

Emergency access to driveways, intersections, and residential streets shall be maintained at all times. If vehicles are parked in the working area, the Contractor shall not attempt to move the vehicle. The Contractor shall notify the Engineer immediately, and the Engineer shall make proper arrangements to remove the vehicle.

Lane and street closure shall not be allowed without proper advance warning devices, signing and flag persons in conformance with the State Standard Specifications and these Special Provisions. At the completion of each working day, all lanes of traffic shall be open to the public. Street closure shall not be allowed on schedule refuse collections days.

No separate payment will be made for any item of Traffic Control and Maintenance set forth in the State Standard Specifications to be paid for as extra work. Full compensation for all Traffic Control and Maintenance shall be included in this bid item.

The provisions in this section will not relieve the Contractor from his/her responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.04 PUBLIC SAFETY of the State Standard Specifications.

Full compensation for complying with the above requirements shall be considered as included in the contract price paid for Traffic Control, Traffic Control Plan, and Traffic Control Maintenance and no additional compensation will be allowed.

#### **12-1.01C Traffic Control**

Traffic Control shall include all labor, tools, equipment and materials required to provide, maintain, and remove all signage, flagmen, temporary barricades, and appurtenances to provide traffic control within the project limits as set forth in the State Standard Specifications, these Special Provisions, and as directed by the Engineer.

A specialty construction zone traffic control Contractor, shall be responsible for setting up and removing all traffic control. A specialty Contractor includes a Contractor whose operations are concerned with preparing or removing roadway construction zones, lane closures, flagging, or traffic diversions on roadways, utilizing portable devices, such as cones, delineators, barricades, sign stands, flashing beacons, flashing arrow trailers, and changeable message signs, on roadways including, but not limited to, public streets, highways, or any public conveyance.

The Contractor shall have on their payroll a person responsible for all traffic control required for this project. The person shall be on site at all times whenever traffic control is in effect. Contractor shall identify this person at the pre-construction meeting.

Should the Contractor decide to subcontract the traffic control portion of this project, the subcontractor shall be available as previously described. In addition, the Contractor shall also appoint a person to oversee the traffic control operations. The Contractor's appointee

shall be available and responsible to implement the necessary traffic control plan according to the accepted traffic control plan and the latest edition of the California Manual on Uniform Traffic Control Devices (MUTCD).

Any vehicle used to place, maintain, or remove components of a traffic control system on multilane highways at night shall be equipped with a Type II flashing arrow sign which shall be in operation at all times while the vehicle is being used for placing, maintaining, or removing said components. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion.

During the working hours as set forth above, the Contractor may, with the Engineer's approval, close one of the traffic lanes in each direction to perform the required work. Lane closure shall not be allowed without proper advance warning devices and signing, and flag person control in conformance with the State Standard Specifications, and these Special Provisions. The Engineer shall be the sole judge of the spacing, length, and sequence of the lane closure areas. At the completion of each working day, all existing lanes of traffic shall be maintained open to traffic and temporary traffic markers shall be placed (if necessary). Provisions must be made for the uninterrupted passage of emergency vehicles through the project limits at all times, regardless of controlled traffic conditions existing at the time.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

The Contractor shall be responsible for making access available at any time during the workday to emergency vehicles such as fire/rescue units, ambulances, and police cars.

The Contractor shall cooperate and allow the City work crews to use the traffic control system when set up for the Contractor's work. The Contractor is not obligated to maintain the traffic control system beyond his/her scheduled activities.

Full compensation for complying with the above requirements shall be considered as included in the contract price paid for Traffic Control, Traffic Control Plan, and Traffic Control Maintenance and no additional compensation will be allowed.

Intersection Detours plan shall be submitted and accepted to the Engineer at least five (5) working days prior to the start of any work. When the intersection detour plan is in place the intersection shall be in red flash, have flaggers, and kept open to through traffic.

At all intersections, the Contractor shall provide a minimum of two (2) flaggers per intersection while the intersections are in red flash, as determined by the Engineer.

The Contractor shall diligently progress with operations within signalized intersections and communicate with the Engineer for restoring signalized intersections to normal

operations once the Contractor's operations are complete within the limits of signalized intersections.

#### **12-1.01D Contractor Conformance to Traffic Lane Closure Hours**

Non-compliance with the traffic lane closure hours shown in the charts above will result in a deduction from the Contractor's progress payment as outlined in section 8-1.10 Liquidated Damages.

**Delete Section 12-1.04:**

**Replace Section 12-3.01D with:**

Notwithstanding any provisions of the State Standard Specifications and these Special Provisions to contrary, the contract lump sum price for "Traffic Control, Traffic Control Plan, and Traffic Control Maintenance" will constitute full compensation for furnishing, installing, and removing traffic control devices, including signs, covers, lights, flares, cones, barricades, flagmen, and other items necessary for the safety, sole convenience, and direction of public traffic through and around the work area, as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer.

The provisions in this section will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.04 PUBLIC SAFETY of the State Standard Specifications.

**Add to Section 12-3.11:**

#### **12-3.11 CONSTRUCTION AREA SIGNS**

In addition to Section 12-3.11 CONSTRUCTION AREA SIGNS of the State Standard Specifications, construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in Section 12 TEMPORARY TRAFFIC CONTROL of the State Standard Specifications and these Special Provisions.

**Add to Section 12-8:**

### **MEASUREMENT AND PAYMENT**

All work for traffic control including the work identified in this section shall be included in the lump sum item for "**Traffic Control**" in the Bid Schedule. The work shall include full compensation for furnishing all labor including flagging costs, materials (including signs, barricades, delineators, CMSs, and other warning devices), tools, equipment, and incidentals, for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system, postings, notifications, street closures, temporary pavement delineation, as specified in the State Standard Specifications and these Special Provisions, and as directed by Engineer.

No separate payment will be made for any item of Traffic Control and Maintenance set forth in the State Standard Specifications to be paid for as extra work.

AA

## 13 WATER POLLUTION CONTROL

In addition to the requirements of Section 13 WATER POLLUTION CONTROL of the State Standard Specifications, Best Management Practices (BMP) devices conforming to those shown within Appendix A of these Special Provisions shall be installed and maintained by the Contractor. BMP's shall remain in place during the full construction processes, plastic and or roofing paper is not acceptable to be used for drainage covers.

**Replace Section 13-7.03D with:**

### 13-7.03D Payment

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for lump sum of Placement and Maintenance of BMP's and shall include materials, application of the materials, maintenance, including labor, equipment, tools and incidentals for this item of work and no additional compensation will be allowed therefor.

**AA**

## 14 ENVIRONMENTAL STEWARDSHIP

### Replace Section 14-2.03A with:

If archaeological materials, including but not limited to human skeletal material and disarticulated human bone, are discovered at the job site, protect and leave undisturbed and in place archaeological materials in accordance with the following codes and these Special Provisions:

1. California Public Resources Code, Division 5, Chapter 1.7 § 5097.5
2. California Public Resources Code, Division 5, Chapter 1.75 § 5097.98 and § 5097.99
3. California Administrative Code, Title 14 § 4308
4. California Penal Code, Part 1, Title 14 § 622-1/2
5. California Health and Safety Code, Division 7, Part 1, Chapter 2, § 7050.5

Immediately upon discovery of archaeological materials, stop all work within a 60-foot radius of the archaeological materials and immediately notify the Engineer who will then notify the City of Goleta Public Works Department. Archaeological materials found during construction are the property of the State. Do not resume work within the 60-foot radius of the find until the Engineer gives the Contractor written approval. If, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of an archeological find or investigation or recovery of archeological materials, the Contractor will be compensated for resulting losses and an extension of time will be granted in the same manner as provided for in Section 8-1.07 DELAYS of the State Standard Specifications.

If remains of Native American origin are discovered during project construction, it will be necessary to comply with state laws concerning the disposition of Native American burials, which fall within NAHC's jurisdiction (PRC 5097). If any human remains are discovered or recognized in any location other than a dedicated cemetery, there will be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the following steps occur:

- The Santa Barbara County coroner (805-681-4145) has been informed and has determined that no investigation of the cause of death is required. If the remains are of Native American origin, one of the following occurs:
- The descendants of the deceased Native Americans have made a recommendation to the landowner or person responsible for the excavation work for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in PRC 5097.98.
- NAHC has been unable to identify a descendant, or the descendant failed to make a recommendation within 24 hours after being notified.

According to the California Health and Safety Code, six or more human burials at one location constitute a cemetery (Section 8100) and disturbance of Native American cemeteries is a felony (Section 7052). Section 7050.5 requires that construction or excavation be stopped in the vicinity of discovered human remains until the coroner can

determine whether the remains are Native American. If the remains are determined to be Native American, the coroner must contact NAHC within 24 hours.

Archaeological materials are the physical remains of past human activity and include historic-period archaeological materials and prehistoric Native American archaeological materials. Nonhuman fossils are not considered to be archaeological except when showing direct evidence of human use or alteration or when found in direct physical association with archaeological materials as described in these Special Provisions.

Historic-period archaeological materials include cultural remains beginning with initial European contact in California, but at least 50 years old. Historical archaeological materials include:

1. Trash deposits or clearly defined disposal pits containing tin cans, bottles, ceramic dishes, or other refuse indicating previous occupation or use of the site
2. Structural remains of stone, brick, concrete, wood, or other building material found above or below ground or
3. Human skeletal remains from the historic period, with or without coffins or caskets, including any associated grave goods

Prehistoric Native American archaeological materials include:

1. Human skeletal remains or associated burial goods such as beads or ornaments
2. Evidence of tool making or hunting such as arrowheads and associated chipping debris of fine-grained materials such as obsidian, chert, or basalt
3. Evidence of plant processing such as pestles, grinding slabs, or stone bowls
4. Evidence of habitation such as cooking pits, stone hearths, packed or burnt earth floors or
5. Remains from food processing such as concentrations of discarded or burnt animal bone, shellfish remains, or burnt rocks used in cooking

The City may use other forces to investigate and recover archaeological materials from the location of the find. When ordered by the Engineer furnish labor, material, tools and equipment, to secure the location of the find, and assist in the investigation or recovery of archaeological materials and the cost will be paid for as extra work as provided in Section 4-1.05 CHANGES EXTRA WORK of the State Standard Specifications.

**Replace *Reserved* in Section 14-6.07 with:**

#### **14-6.07 OAK ROOT PROTECTION**

Do not operate equipment within the dripline of oak trees.

**Replace the 2nd paragraph of Section 14-8.02 with:**

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 dbA at a distance of 50 feet. This requirement in no way relieves

the Contractor from responsibility for complying with local ordinances regulating noise level.

In addition, the Contractor shall conform to the City Goleta Municipal Code.

All noise-generating project construction activities are limited to Monday through Friday, 8:00 a.m. to 5:30 p.m. Exceptions must be requested in writing and authorized by the Engineer. Prepare a Noise Mitigation Measures submittal for approval in advance of any construction activities planned to be performed after hours or on weekends/holidays. Post a sign at least 24 X 48 inches in size stating the noise limitations at the job site.

Each internal combustion engine, used for any purpose on the job, or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. Internal combustion engines without an appropriate muffler are not allowed on the job site.

Follow the following general noise reduction strategies:

1. Use modern construction equipment
2. Plan noisiest operations for times of least intrusion
3. Use quieter alternate methods or equipment when possible
4. Locate stationary noise sources away from sensitive receiver locations
5. Operate equipment at minimum power as feasible

In addition to the requirements of Section 14-8 NOISE AND VIBRATION of the State Standard Specifications, noise level requirements shall apply to all equipment used on the project including, but not limited to, trucks, transit mixers or transient equipment that may not be owned by the Contractor. The use of loud signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

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

**Replace *Reserved* of section 14-9.04 with:**

**14-9.04 CONSTRUCTION DUST CONTROL**

Apply water or dust palliative to the site and wash equipment as necessary to control airborne dust. During construction, use water trucks or sprinkler systems to keep all areas of vehicle movement damp to prevent dust from leaving the site and to create a crust after each day's activities cease. At a minimum, wet down such areas in the late morning and after work is completed for the day. Increase watering frequency whenever wind speed exceeds 15 miles per hour. Dust emissions at adjacent property lines must not exceed 20 percent opacity more than an aggregate of 3 minutes in any 60-minute period.

Grading and scraping operations must be suspended when wind speeds exceed 20 mph.

Minimize the amount of disturbed area and limit on-site vehicle speeds to 15 miles per hour.

Install gravel pads at construction site access points. All gravel, dirt, and construction material must be cleaned from the public right-of-way at a minimum of once a day at the end of the work day.

If importation, exportation, and stockpiling of fill material is needed, soil stockpiled for more than two (2) days must be covered, kept moist, or treated with soil binders to prevent dust generation. Trucks transporting fill material to and from the site must be tarped.

If an area is graded and left undeveloped for over four weeks utilize soil binders or revegetation immediately to inhibit dust generation:

No demolition or construction materials, debris, or waste shall be placed or stored where it may enter sensitive habitat, receiving waters or a storm drain, or be subject to wave, wind, rain, or tidal erosion and dispersion).

No demolition or construction equipment, materials, or activity shall be placed in or occur in any location that would result in impacts to environmentally sensitive habitat areas, streams, wetlands or their buffers.

Any and all debris resulting from demolition or construction activities shall be removed from the project site within 24 hours of completion of the project.

Demolition or construction debris and sediment shall be removed from work areas each day that demolition or construction occurs to prevent the accumulation of sediment and other debris that may be discharged into coastal waters.

All trash and debris shall be disposed in the proper trash and recycling receptacles at the end of every construction day.

The applicant shall provide adequate disposal facilities for solid waste, including excess concrete, produced during demolition or construction.

Debris shall be disposed of at a permitted disposal site or recycled at a permitted recycling facility. If the disposal site is located in the coastal zone, a coastal development permit or an amendment to this permit shall be required before disposal can take place unless the Director determines that no amendment or new permit is legally required.

#### **Add to the end of Section 14-9.02:**

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.07 DELAYS of the State Standard Specifications.

**Replace *Reserved* in Section 14-11.08 with:**

#### **14-11.08A GENERAL**

Section 14-11.08 includes specifications for management of regulated material containing ADL. Management of the material includes:

1. Excavating
2. Loading and unloading containers or trucks
3. Stockpiling
4. Transporting
5. Placing
6. Disposal

Manage regulated material containing ADL under the rules and regulations of the following agencies:

1. US Department of Transportation
2. US EPA
3. California Environmental Protection Agency
4. CDPH
5. DTSC
6. Cal/OSHA
7. California Department of Recycling and Recovery
8. California Air Resources Board
9. RWQCB, Region 3, Central Coast
10. Santa Barbara County APCD

The Department entered into agreement Docket No. ESPO-SMA 15/16-001 Soil Management Agreement for Aerially Deposited Lead-Contaminated Soils with the DTSC (ADL Agreement) regarding the management of regulated material containing ADL. As the responsible entity and the generator of waste, only the Department determines material classification. For the ADL agreement, go to the Caltrans Hazardous Waste Management website.

Regulated material containing ADL is present within the project limits and the ADL Agreement applies. Management of regulated material containing ADL exposes workers to health hazards that must be addressed in the Contractor's lead compliance plan under section 7-1.02K(6)(j)(ii).

#### **14-11.08B DEFINITIONS**

**average ADL concentration:** Average ADL concentration calculated using the 95 percent upper confidence limit.

**regulated material:** ADL-contaminated material that has average ADL concentrations over 80 mg/kg total lead or equal to or greater than 5 mg/L soluble lead tested using

the California Waste Extraction Test (CA-WET) or equal to or greater than 5 mg/L soluble lead tested using the Toxicity Characteristic Leaching Procedure (TCLP).

**Type R-1:** Regulated material that may be reused on the job site if placed at least 5 feet above the maximum historical elevation of the water table and covered with at least 1 foot of unregulated material with a pH greater than 5 or pavement.

#### **14-11.08C SITE CONDITIONS**

Concentration data and sample location maps for regulated material are included in the *Information Handout*.

Type R-1 material exists from the surface to below the existing grade as shown and listed in the following table:

<u>Location</u>	<u>Elements of work</u>	<u>Depth</u>
<u>"WB1" Sta 6+36 to 7+19</u>	<u>217 Southbound onramp</u>	<u>0 to 1 ft</u>

#### **14-11.08D SUBMITTALS**

##### **14-11.08D(1) General**

Not Used

##### **14-11.08D(2) Perimeter Air Monitoring Requirements**

Not Used

##### **14-11.08D(3) Excavation and Transportation Plan**

Within fifteen (15) days of Contract approval, submit 3 copies of an excavation and transportation plan for regulated material. Allow ten (10) days for review. If the plan requires revisions, the Department provides comments. Submit a revised plan within 7 days of receiving comments. The Engineer may allow construction to proceed while minor revisions or amendments are being completed.

The excavation and transportation plan must comply with:

1. DTSC regulations
2. ADL Agreement
3. Cal/OSHA regulations

The excavation and transportation plan must include:

1. Procedures for managing the material.
2. Excavation schedule by location and date.
3. Locations for temporary stockpiles.
4. Survey methods for burial locations for Type R-1 material.
5. Type R-1 material soil cover source area.
6. Dust control measures.

7. Transportation equipment and routes.
8. Method for preventing spills and tracked material onto public roads.
9. Truck waiting and staging areas.
14. Example of a bill of lading to be carried by trucks transporting Type R-1 material on public roads outside the controlled access construction zone. The bill of lading must include:
  - 14.1. US Department of Transportation description, including shipping name
  - 14.2. Hazard class
  - 14.3. Identification number
  - 14.4. Handling codes
  - 14.5. Quantity of material
  - 14.6. Volume of material
15. Spill contingency plan for regulated material containing ADL.
16. Copies of the contract plan sheets where the location and depth of the existing regulated material are shown, as an attachment.
17. Copies of the contract plan sheets where the location and depth of Type R-1 material burial locations are shown, as an attachment.

#### **14-11.08D(4) Burial Location Report**

Within 5 business days of completing placement of Type R-1 material at a burial location, submit a report for that burial location that includes:

1. "Burial Location of Soil Containing Aerially Deposited Lead (Topographic Survey)" form
2. Electronic geospatial vector survey data shapefiles of the top and bottom of the burial location with polygon feature classes containing the location and attributes of the burial site. Provide polygon feature classes in a shapefile that is comprised of a minimum of four files with the extensions of .shp, .shx, .dbf and .prj. Include the following attribute data:
  - 2.1. Contractor
  - 2.2. Contract number
  - 2.3. District
  - 2.4. County
  - 2.5. Route
  - 2.6. PM Start
  - 2.7. PM End
  - 2.8. Project EA
  - 2.9. Project name

## 2.10. Burial location number

Submit the report to the Engineer and to:

[ADL@dot.ca.gov](mailto:ADL@dot.ca.gov)

The Engineer notifies the Contractor of acceptance or rejection of the burial location report within 5 business days of receipt. If the report is rejected, the Contractor has 5 business days to submit a corrected report. Each burial location report prepared for a survey required under section 14-11.08I, including electronic files, is considered a submittal required by the contract. Failure to submit more than one submittal required by section 14-11.08I is considered multiple performance failures under section 9-1.16E(3).

### **14-11.08D(5) Bill of Lading**

Submit copies of the bills of lading used as an informational submittal upon placement of Type R-1 material in its final location.

### **14-11.08D(6) Disposal Documentation**

Not Used

### **14-11.08E DUST CONTROL**

Prevent visible dust migration under section 14-11.04 during management of regulated material.

### **14-11.08F AIR MONITORING**

Not Used

### **14-11.08G STOCKPILING**

Stockpile Type R-1 material under section 14-11.05 for no more than 90 days. The Department does not pay for stockpiling unless stockpiling is ordered.

### **14-11.08H PLACEMENT**

Place Type R-1 material as shown.

Cover for Type R-1 must comply with section 6-1.03B.

### **14-11.08I SURVEYING BURIAL SITE**

Topographically survey the location of the bottom and top of each area where the Contractor bury Type R-1 material (burial locations). Topographic surveys must be performed by or under the direction of one of the following:

1. Land surveyor licensed under the Bus & Prof Code Ch 15, starting with § 8700
2. Civil Engineer licensed before January 1, 1982 under the Bus & Prof Code Ch 7 starting with § 6700

At a minimum, topographic surveys consist of collecting northing, easting, and elevation information of survey points along cross sections lines of the Type R-1 material burial locations, where the cross section line intervals are 25 feet, at a maximum, with a minimum of 5 cross sections surveyed per burial location. Collect a survey point at each change in terrain elevation with a minimum of 5 survey points per cross section line. The same cross section lines are used to survey the ground surface just before placing Type

Report each burial location in California state plane coordinates in US survey feet within the appropriate zone of the California Coordinate System of 1983 (CCS83) and in latitude and longitude. Reference horizontal positions to CCS83. Use epoch [1991.35](#). Perform the survey to a horizontal accuracy of 0.3 ft as described in Figure 5.1A of the Caltrans Surveys Manual. Reference each horizontal position to a roadway horizontal alignment, indicating a station and offset. The elevation of points identifying the burial location must locate the bottom and top of Type R-1 material to an accuracy of 0.3 ft vertically. Reference elevations of the bottom and top of Type R-1 material to the project vertical datum. Report accuracy of spatial data in US Survey feet under Caltrans Orders of Accuracy in the Caltrans Surveys Manual Chapter 5.

## 14-11.08J MATERIAL TRANSPORTATION

Before traveling on public roads outside the controlled access construction zone, remove loose and extraneous regulated material from outside surfaces of containers and the cargo areas of trucks. Place tarpaulins or other cover over the cargo as described in the authorized excavation and transportation plan. The Contractor are responsible for costs due to spillage of regulated material during transport. Transportation routes for Type R-1 material must only include the highway within the job site limits.

Use a bill of lading while transporting excavated Type R-1 material on public roads outside of the controlled access construction zone.

## 14-11.08K DISPOSAL

### 14-11.08K(1) General

Laws and regulations that govern disposal of regulated material include:

1. Health & Safety Code § 25100 et seq
2. 22 CA Code of Regs § 66250 et seq
3. 8 CA Code of Regs

The Department does not pay for additional sampling and analysis required by disposal facilities.

**14-11.08K(2) Type Com Material**

Not Used

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

AA

## DIVISION III EARTHWORK AND LANDSCAPE

## 17 GENERAL

**Add to Section 17-2.01:**

Contractor shall remove all branches which hang within fifteen (15) feet above finished roadway grade, and all other vegetation along roadway and in limits of work area. Vegetation shall be trimmed a minimum of twelve (12) inches beyond the edge of pavement construction limit, or as necessary for paving operations, HMA dike construction, or concrete improvements.

Landscaping shall be restored back to existing conditions or as close to existing conditions as feasibly possible.

**Add to Section 17-2.04:**

Full compensation for conforming to all requirements specified in this section shall be considered as included in the contract prices paid for other items of work and no additional compensation will be allowed therefor.

[illegible]

## **20 LANDSCAPE**

### **Add to Section 20-1.01:**

This item includes trimming vegetation and tree canopies. All work associated with this item is as described herein. Contractor shall coordinate with City representative to have City Arborist onsite to review and monitor work as needed and receive approval from City Arborist prior to all trimming vegetation and tree canopies. When requesting City Arborist presence on worksite, Contractor shall provide a minimum of 72-hour notice.

Contractor shall have the following tools available at all times for trimming:

- Hand saw
- Pole saw
- Lopper
- Axe
- Hatchet
- Digging bar/spud bar (with cutting end)
- Chainsaw
- Belt sander (60 grit)
- Bosch multi-tool (or similar)
- Reciprocating saw/saws all

Trimming by other means not listed above is subject to approval by City Arborist.

### **Add to Section 20-1.03F:**

#### **Tree Trimming**

Contractor shall trim tree canopies at certain intersections where the canopies currently obstruct the visibility of the traffic signal or signage. Contractor shall trim the canopies so that they are at least 15 feet above the roadway surface.

- All tree trimming shall be performed under the direct supervision of an ISA certified arborist. Tree trimming shall comply with ANSI A300, Part 1 (2017) "Standard Practices (Pruning)" specifications 5.2, 7.1, 7.3, and 8.0.
- The City Arborist shall be on site for pruning of any branch that is 2 inches in diameter or larger.

#### **Damage to Trees**

If Contractor damages trees, beyond the canopy trimming required to complete construction (as specified by the City Arborist), Contractor shall then provide restitution to the City. For trees destroyed, removed, or significantly damaged, restitution shall be calculated using the Cost Approach with the Reproduction Method with the Trunk Formula Technique as set forth in the "Guide for Plant Appraisal, 10<sup>th</sup> Edition Revised". For trees with damage that can be repaired (below the levels of destroyed, removed, or significantly

damaged), restitution shall be calculated using the Cost Approach with the Repair Method with the Direct Technique as set forth in the aforementioned Guide. The damage assessment and above calculations will be performed by the City Arborist.

**Add to Section 20-1.04F:**

Measurement and Payment for **“Trim Vegetation/Tree Canopy in Work Zone (Allowance)”** will be paid at the contract unit price as indicated in the Bid Schedule. The unit costs will include full compensation for furnishing all labor, materials, tools, equipment, transportation, disposal and incidentals; coordination with City Arborist; and incidentals necessary to complete the work in accordance with the State Standard Specifications and these Special Provisions. Payment for this item will only be made on an allowance basis and only for the work completed. The Contract will have no claim to that portion of the allowance which is not necessary for the project.

[illegible]

## **DIVISION V SURFACINGS AND PAVEMENTS**

### **37 BITUMINOUS SEALS**

**Replace Section 37-3.01C(5)(e) with:**

After completing, setting, and rolling the slurry seal and micro-surfacing, any loose material shall be immediately removed by sweeping with a vacuum sweeper on the day of application. Interim sweeping using a vacuum sweeper shall be accomplished as more loose material appears. **At a minimum, interim sweeping shall be accomplished on the 3<sup>rd</sup>, 7<sup>th</sup>, 14<sup>th</sup>, and 21<sup>st</sup> day after surfacing. A final post-construction sweeping of all the maintenance streets shall be performed thirty (30) calendar days after completion of all surfacing.**

Entire street surfaces, including sidewalks and driveways, shall be swept to the satisfaction of the City. No loose material will be allowed in the street, gutters, sidewalks, or other areas. If necessary, Contractor shall employ additional vacuum sweepers to remove the loose materials.

Final cleaning of the streets shall include removal of any tracked material, misapplied slurry seal, cleaning of all utility covers of any new or old materials, and removal of any miscellaneous debris resulting from construction activities.

**Replace Section 37-3.01D with:**

Measurement and payment for sweeping will be paid on a unit cost basis as identified in the Bid Schedule and include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, providing quality control, and for doing all the work involved in sweeping after applications of slurry seals and micro-surfacings on the project streets as shown on the plans, as specified in the State Standard Specifications and in these Special Provisions, and as directed by Engineer.

**Add to Section 37-3.02A(4)(c):**

#### **Engineer's Acceptance**

Sampling for testing will be taken of the slurry seal in place, at Contractor's expense, to determine the amount of material used. Compliance with the mix design will be verified using City's testing laboratory. Engineer may sample material from stockpiles, trucks, application equipment, or during application.

**Add to Section 37-3.02B(1):**

At least ten working days prior to starting work on placing the slurry seal, Contractor shall submit a mix design for Type II slurry seal. The design shall be prepared in accordance with the International Slurry Seal Association Design Technical Bulletin No. 111. A change in either the aggregate or emulsion during the course of work will require the

preparation of a new mix design. **In addition to the requirements of Bulletin No. 111, the slurry seal mix design shall also contain 2.5 percent latex.**

**Add to Section 37-3.02B(2):**

Asphaltic emulsion shall be cationic type polymer modified asphaltic emulsion Grade PMCQS-1h.

**Add to Section 37-3.02C(1):**

**General**

Contractor shall plan for proper quantities for daily placement of slurry so that it can be fully cured prior to removal of all traffic control. All work, including traffic control, must be removed and open to traffic by the 3:30 pm deadline for lane closures. Failure to comply will result in either liquidated damages or suspension of work.

The minimum width of a traffic lane shall be 12 feet unless approved by the Engineer. One-way traffic control will not be allowed for any arterial streets.

**Preparation**

All vegetation on pavement surfaces to be slurry sealed shall be removed completely in advance of the slurry seal and as required by Engineer.

The roadway shall be crack sealed prior to slurry seal application.

Low areas and where the pavement has raveled to create holes shall be skin patched prior to slurry sealing.

Slurry seals shall not be placed when the atmospheric temperature is below 65 degrees Fahrenheit or during unsuitable weather, unless approved otherwise by Engineer. Contractor shall remove and dispose of all painted, preformed, and thermoplastic paint markings; and all raised pavement markers prior to placing slurry seal. Removal methods shall conform to Section 84-9 of the State Standard Specifications.

It is Contractor's responsibility to clean pavement surfaces prior to application of the slurry seal. Surfaces shall be free of clay, dust, weeds, and other objectionable materials which may adversely affect bonding of the slurry seal. Cleaning equipment shall be capable of effectively removing clay, dust, and other objectionable materials from the pavement surfaces. Protection and maintenance of the street surface, to the condition required for proper slurry seal application, shall be the sole responsibility of Contractor. Contractor shall reseal all areas of the pavement which have not been sealed properly and completely or have been damaged by traffic.

All surface oil and grease shall be removed, or sealed with emulsified gilsonite or an approved equivalent, prior to application of the slurry seal.

The sites for stockpiling and batching materials shall be clean and free from objectionable materials and shall be located outside the road right-of-way. Arrangements for these sites shall be the responsibility of Contractor. If on private property, a written agreement shall be approved by City prior to commencing operations.

Contractor shall tie off survey monuments, manholes, water valves, etc. prior to application of the slurry seal. Immediately before commencing the slurry seal operation, all surface metal utility covers (including survey monuments) shall be protected by thoroughly covering the surface with an appropriate adhesive and oiled or plastic paper. No adhesive material shall be permitted to cover, seal or fill the joint between the frame and cover of the structure. Covers are to be uncovered and cleaned of slurry material by the end of the same workday.

No slurry seal shall be placed until the pavement area has been prepared to the satisfaction of Engineer, including but not limited to tie downs for striping dimensions.

**Add to Section 37-3.02C(4):**

**Application**

Slurry seal shall be placed at least 24 hours after placement of crack seal. Type II slurry seal shall be applied onto the gutter lip but shall not extend more than 3/4-inch onto the gutter lip. Both applications shall be at the rates specified in the State Standard Specifications and as approved by Engineer.

After the emulsion has broken, the slurry seal shall be rolled with a 6 to 8-ton pneumatic tire roller with a minimum tire pressure of 40 psi. The roller shall be on site prior to the start of slurry placement. Areas which require rolling shall receive a minimum of two full coverage passes.

**Adequate means shall be provided to protect the slurry seal from damage by traffic until such time that the mixture has cured sufficiently so that a slurry seal will not adhere to and be picked up by the tires of the vehicles. In the event the slurry seal does not set in eight hours, Contractor shall not be allowed to place additional material the following day without approval of Engineer.**

Hand tools shall be available in order to remove spillage. Ridges or bumps in the finished surface will not be permitted.

The mixture shall be uniform and homogeneous after spreading on the road and shall not show separation of the emulsion and aggregate after settling.

Any slurry seal tracked onto concrete facilities by Contractor's vehicles and equipment or by resident's vehicles shall be removed by power washing or other means at Contractor's expense.

**Replace Section 37-3.02D with:**

The measurement and payment for “**Crack Seal & Type II Slurry Seal**” will be made at the contract unit price bid indicated in the Bid Schedule. Such payment will be considered full compensation for furnishing all labor, material, and equipment necessary to complete the work in accordance with the State Standard Specifications and these Special Provisions. No additional compensation will be allowed therefor.

**Add to Section 37-6.01A:**

This work shall consist of mechanically routing cracks, cleaning, applying sterilant, and filling the cracks with rubber asphalt joint seal as specified in these Special Provisions, and as directed by Engineer. All cracks 1/8-inch wide or wider shall be sealed.

**Replace Section 37-6.02 with:**

The crack sealant shall be a mixture of paving asphalt and ground rubber, and shall conform to ASTM D 5078, Type II.

**Replace Section 37-6.03 with:**

During all construction operations, Contractor shall protect cracks cleaned for sealing from intrusions of solid foreign materials into the groove or into the sealant. Immediately prior to applying the sealant, the cracks shall be mechanically routed and then cleaned with high pressure air jets to remove all residue and foreign material. Cracks wider than 1/4-inch do not need to be routed prior to crack filling. Any cracks that contains existing weed growth shall be treated with an Environmental Protection Agency (EPA) approved herbicide composed of glyphosate and oryzalin, combined and applied according to label directions. Water jets will not be allowed. Crack surfaces shall be surface dry at the time the sealant is applied.

Crack seal materials shall be placed in conformance with the manufacturer's recommendations. Crack seal materials shall not be placed when the surface temperature is below 50 degrees Fahrenheit.

The finished crack seal shall be bonded to the crack such that there is no separation or opening between the sealant and the crack edge and there shall be no cracks, separation or other opening in the sealant.

Contractor shall remove crack seal material that is not placed within the conformance of these Special Provisions, clean cracks as specified herein and then reseal the cracks at their expense.

**Replace Section 37-6.04 with:**

The measurement and payment for crack sealing will be included in the contract unit price for **“Crack Seal & Type II Slurry Seal”**. No additional compensation will be allowed therefor.

AA

## **DIVISION IX TRAFFIC CONTROL DEVICES**

### **84 TRAFFIC STRIPES AND PAVEMENT MARKINGS**

#### **Add to Section 84-2.01C:**

Contractor shall provide the following submittals, including product name, lot or batch number, and manufacture date for Engineer's review and approval:

- A. Certificate of Compliance for each color of thermoplastic material
- B. Materials Engineering and Testing Notification Letter stating the material is authorized for use (glass beads only)
- C. Safety Data Sheet
- D. Material Data Sheet for thermoplastic primer
- E. Certificate of Compliance for each color of paint
- F. Certificate of Compliance for glass beads
- G. Cut Sheet for temporary pavement markers
- H. Pre-Construction existing striping plan

#### **Replace Section 84-2.02B with:**

Thermoplastic material shall conform to State Specifications 8010-41G-21. Glass beads to be applied to the surface of the molten thermoplastic material shall conform to the requirements of State Specification 8010-22L-22 (Type II), or AASJTP Designation: M 247 (Type 1).

State Specifications for thermoplastic material and glass beads may be obtained from the Transportation Laboratory, P.O. Box 19128, Sacramento, CA 95819, (916) 739-2400.

Thermoplastic material for traffic stripes shall be applied at between 0.100- to 0.150-inch thick.

A primer of the type recommended by the manufacturer of the thermoplastic material shall be applied over all existing painted stripes and pavement legends to be covered with thermoplastic material as shown on the plans.

#### **Add to Section 84-2.02C:**

All traffic markings and striping constructed with Rapid Dry Paint shall be made in two applications, three days minimum between each application, each at the specified application rate. The first application shall be applied within five calendar days after completion of paving.

#### **Add to Section 84-2.02I:**

#### **Curb Paint**

If painted curb is removed and replaced with new curb, Contractor shall paint new curb in the same color and length.

**Add to Section 84-2.02J:**

**Green Bike Lane Markings**

Green bike lane/box treatments shall be methyl methacrylate (MMA) traffic striping and marking product as listed on the California Department of Transportation Authorized Material List and conforming to the chromaticity requirements in the Federal Highway Administration (FHWA) Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes (IA-14).

**Add to Section 84-2.02K:**

**Pavement Markers**

Pavement markers shall be completed no later than seven calendar days after completion of paving.

**Replace Section 84-2.03 with:**

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

All alignments and layout measurements, and other work necessary to locate and replace traffic stripes and pavement markings shall be performed by Contractor.

City will not provide any assistance, information, or materials to Contractor. It will be entirely the responsibility of Contractor to perform all necessary pre-construction and construction layout work, obtain all necessary measurements and information, and prepare all plans for performing the striping and marking work as specified. All traffic control systems necessary for performing striping and marking, as directed by Engineer, shall be the responsibility of Contractor.

Contractor shall physically tie down the location of the beginning and ending of each paint marking type in the adjacent curb top. The marking location shall not exceed 50 square inches each. Any locations exceeding this limit shall be removed by Contractor prior to acceptance of the work. Contractor shall contact Engineer for review of tie downs.

Contractor shall be responsible for accurately referencing out and replacing the lines and positions of all traffic lines, directional lines, arrows, and other markings in accordance with the plans and City standard markings by cat tracking with painted marks. This shall occur no later than two hours behind the final surface course paving operation.

Cat tracking shall consist of stretching a rope on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment and placing spots of paint along the rope. Temporary tab markers shall be placed no more than 12 feet apart on curves nor more than 24 feet apart on straight segments.

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

Prior to application of permanent striping and markers, Contractor shall call for review and approval of the proposed striping by City Traffic Engineer or agent. City will have the right to make changes in the location and alignment of line stripes. Striping and traffic markings shall not be applied until after approval is granted by the Traffic Engineer. Contractor shall allow a minimum of three working days for review of the layout by City.

It shall be the responsibility of Contractor to "touch up" any striping, stop bars, legends or line striping that may wear out in-between coats of paint / thermoplastic due to raveling or premature wear to ensure public safety at no cost to City. Contractor shall execute "Touch Up" at Engineer's request.

Paint for street traffic striping and pavement markings shall be a minimum of three applications. Pavement markings and striping shall consist of the following:

1. The first application of paint shall consist of two complete coats and shall be completed prior to the opening of each street.
2. The second application of paint shall consist of three complete coats and shall be completed between the fifth and tenth day following each street segment having the surface course placed.
3. The third and final application of paint shall consist of three complete coats of paint and shall be applied in the presence of the inspector and shall be subject to Engineer's approval, the third and final coat shall be completed within not less than three and not more than four weeks of each street having the surface course placed, or the end of the Construction Period, whichever is sooner.

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

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

Temporary yellow marking tape denoting school crosswalks shall be placed the same day that the pavement surfacing is placed.

**Replace Section 84-2.04 with:**



CITY OF GOLETA

**APPENDIX A**

**STANDARD DRAWINGS AND DETAILS**

FOR

**2025 RESIDENTIAL RESURFACING  
PROJECT**

1. Sample Door Hanger
2. Temporary No Parking Sign

CITY OF GOLETA

**APPENDIX B**

**WATER POLLUTION CONTROL PLAN**

FOR

**2025 RESIDENTIAL RESURFACING  
PROJECT**

CITY OF GOLETA

# **APPENDIX C PREVAILING WAGE RATES**

FOR

## **2025 RESIDENTIAL RESURFACING PROJECT**

Download State Prevailing Wage Rates from State website

<https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

CITY OF GOLETA

**APPENDIX D**  
**SCHOOL ZONE WORK HOUR**  
**RESTRICTION MAP**

FOR

**2025 RESIDENTIAL RESURFACING**  
**PROJECT**

CITY OF GOLETA

**APPENDIX E**  
**C48 (CA) SIGN DETAIL**

FOR

**2025 RESIDENTIAL RESURFACING  
PROJECT**

## **Back of Cover Sheet**

## **ATTACHMENT 7**

### **PAVEMENT MANAGEMENT PROGRAM PRESENTATION**



# Pavement Management Program (PMP) Update

Public Works Department  
City Council Meeting  
February 4, 2025

# Pavement Management Program (PMP) Update

## Presentation Outline

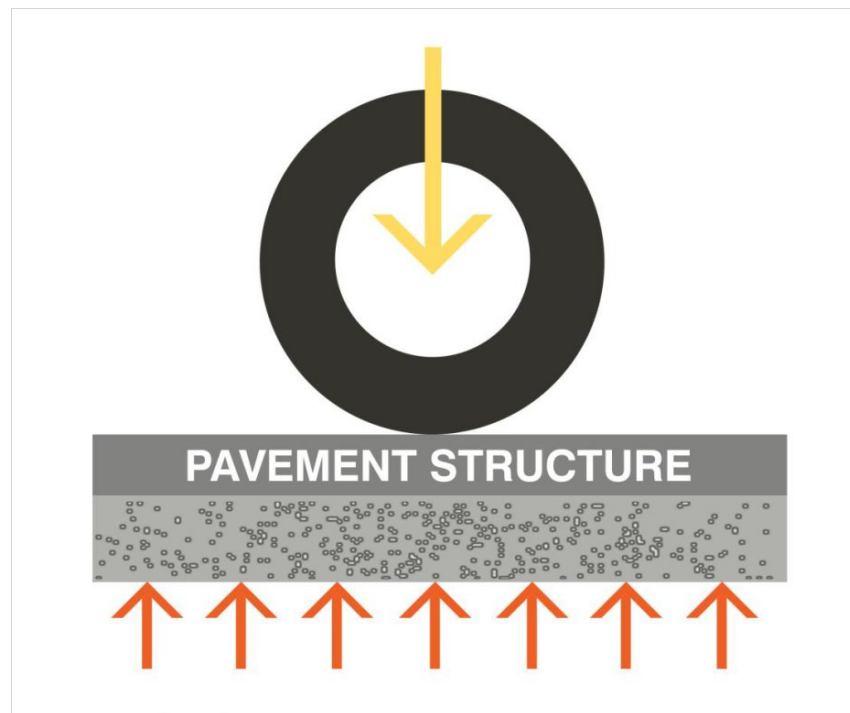
- ▶ PMP Education
- ▶ PMP History
- ▶ PMP Looking Forward
  - PMP Plan going forward
- ▶ Call For Bids
  - 2025 Arterial Pavement Project
  - 2025 Residential Resurfacing Project



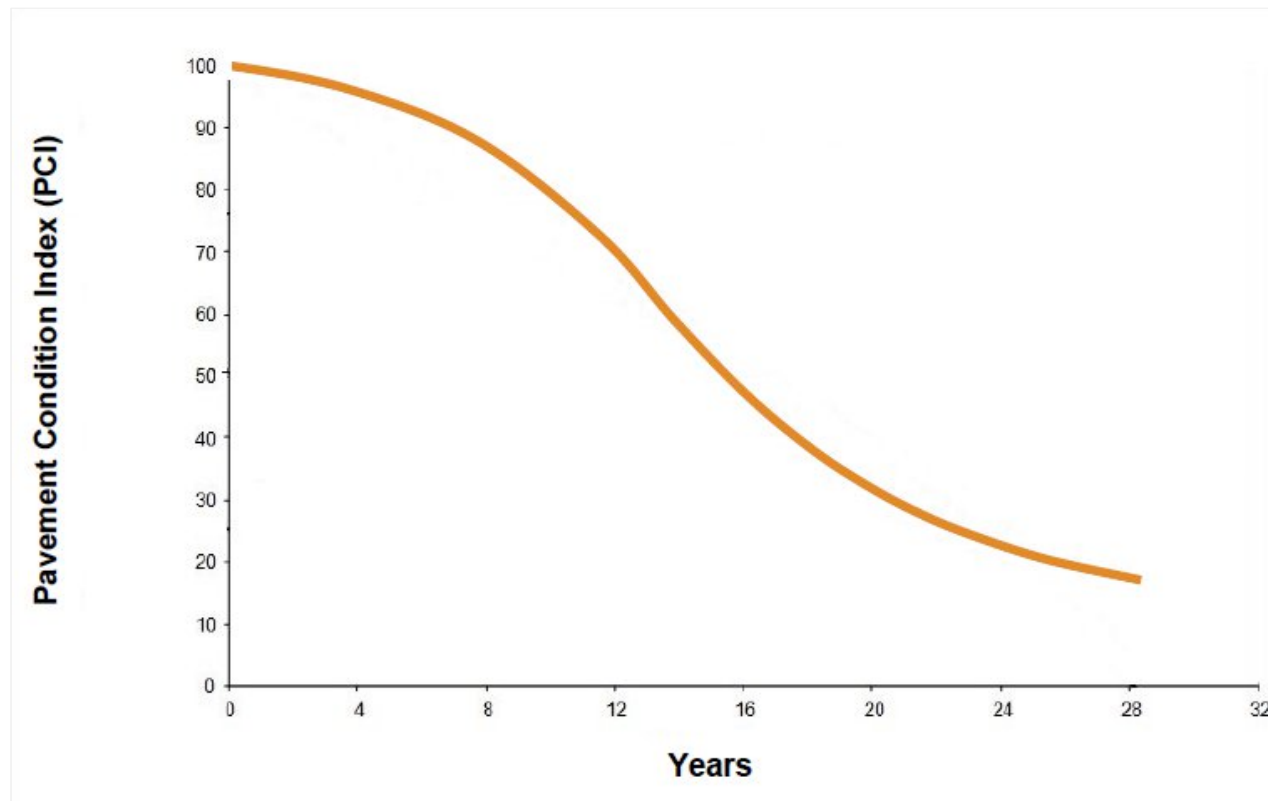
# PAVEMENT 101



## What Determines a Pavement Section?



# Pavement Deterioration Cycle



## Pavement Deterioration

Asphalt concrete deteriorates in two ways:

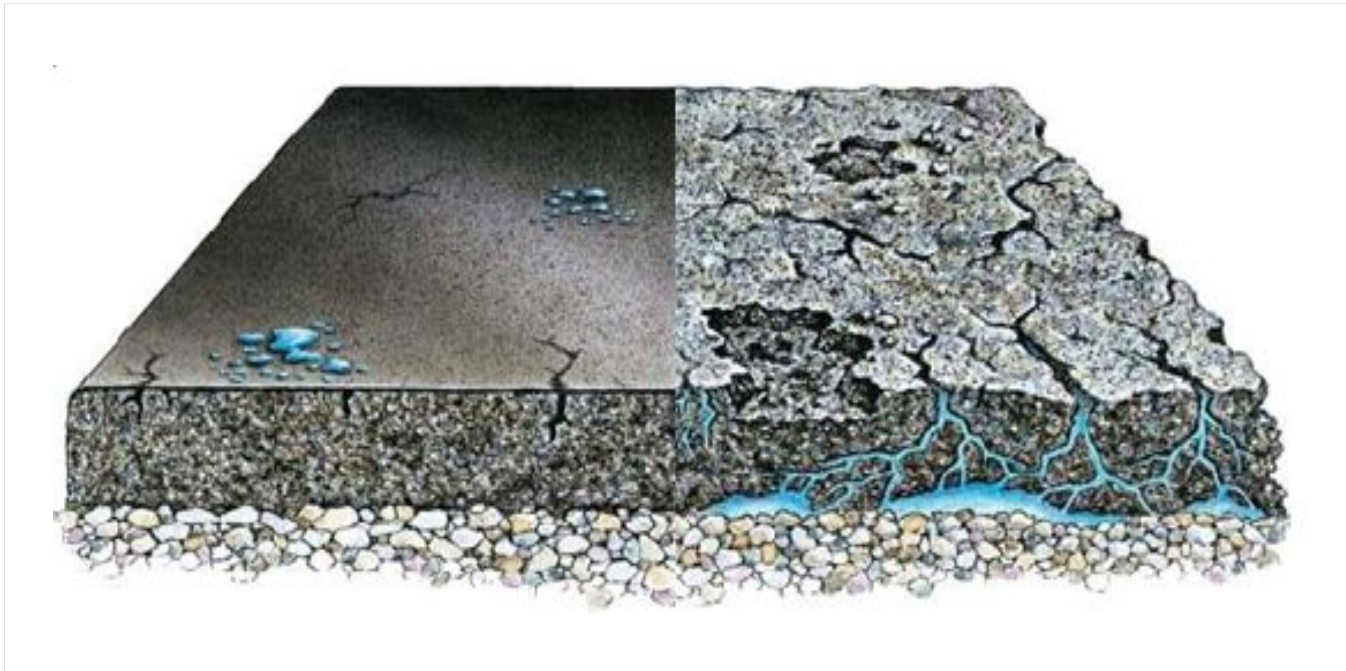


Oxidizing effects of sun and water

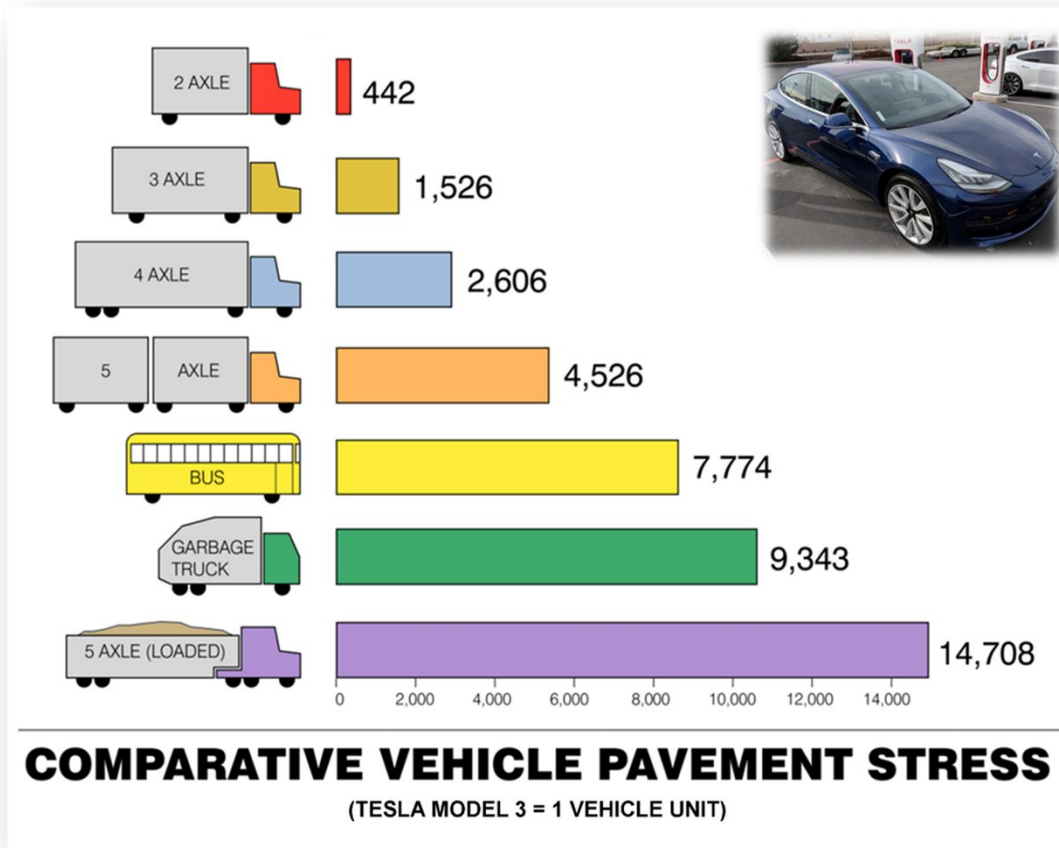


Fatigue from heavy wheel loads

## The Impact of Sun and Water



# The Impact of Heavy Loads



## Common Pavement Distresses



Weathering or  
Raveling



Transverse or  
Longitudinal  
Cracking



Block  
Cracking



Alligator  
Cracking

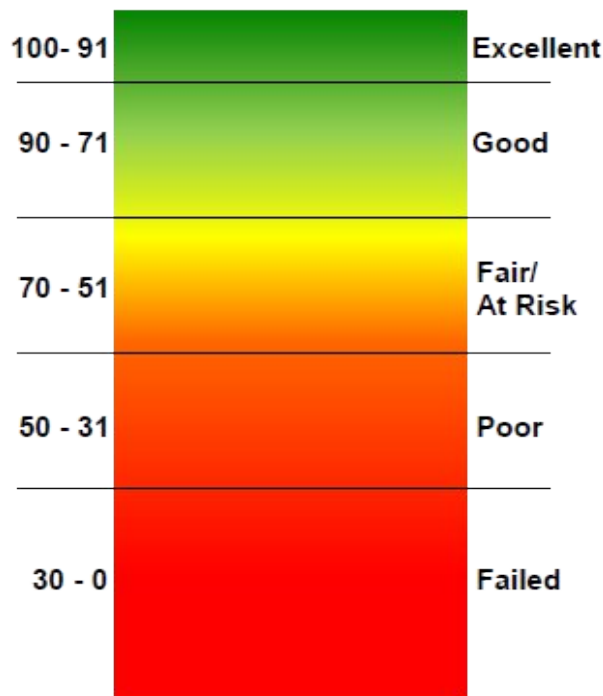


## Evaluating Common Pavement Distresses

- Alligator cracking
- Block cracking
- Distortions
- Longitudinal / transverse cracking
- Patches / utility cuts
- Rutting / depressions
- Weathering / raveling



# Evaluating Pavement: the PCI



100 – 91 = Excellent

90 – 71 = Good

70 – 51 = Fair/ At Risk

50 – 31 = Poor

30 – 0 = Failed

Developed by the U. S. Army Corp of Engineers during World War II and standardized by ASTM, the PCI is an objective and rational basis for determining pavement condition and establishing maintenance priorities.



### **Phelps Road**

Pacific Oaks Road to Storke Road

**PCI = 100 (Excellent)**



### **Calle Real**

Winchester Canyon Road to

Sailsbury Ave

**PCI = 82 (Good)**





### **Stow Canyon Road**

Wakefield Road to Arundel Road

**PCI = 58 (Fair/At Risk)**



### **Ellwood Beach Drive**

Entrance Road to South End

**PCI = 31 (Poor)**





## **Calle Real**

Sailsbury Avenue to Rochester Way

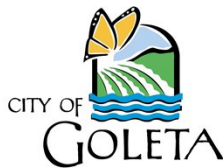
**PCI = 19 (Failed)**



PCI = ?



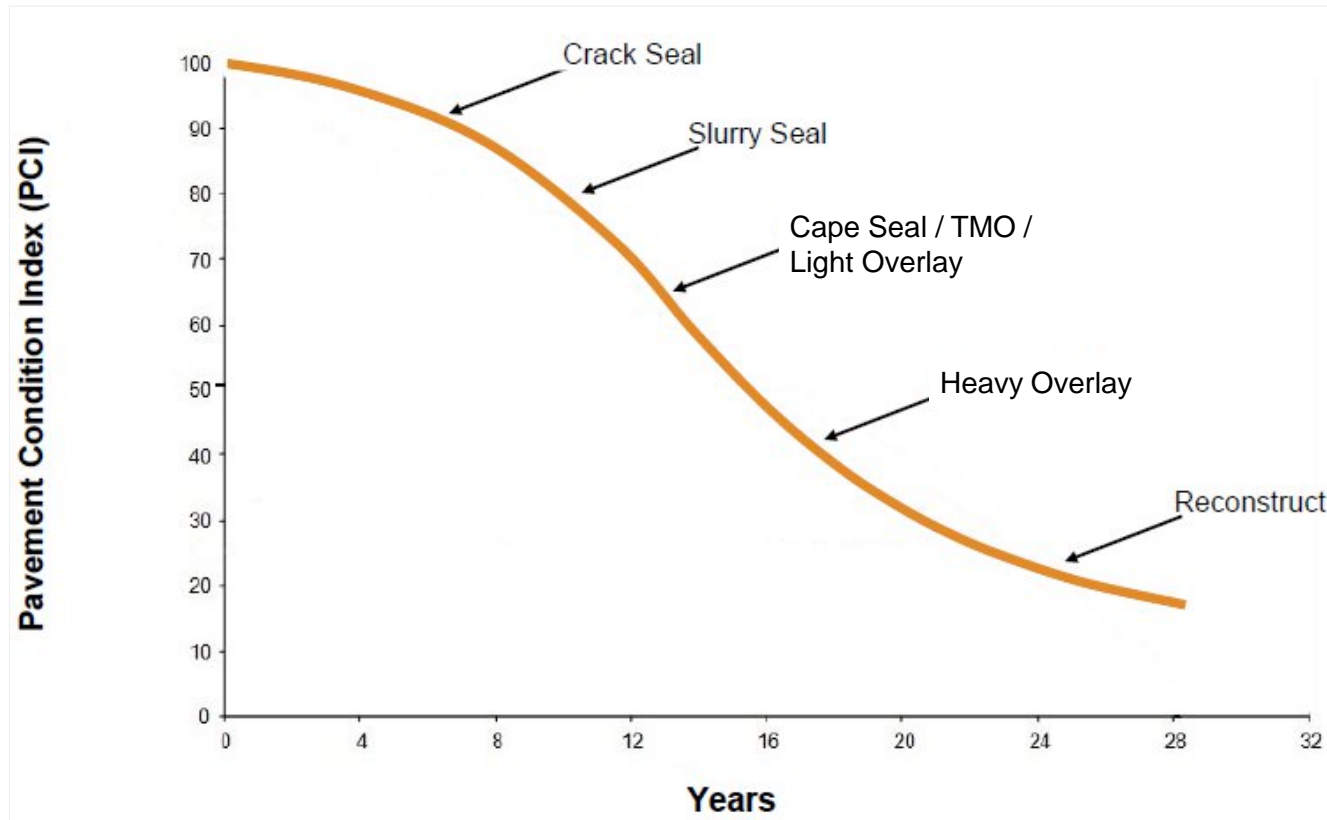
# PAVEMENT MANAGEMENT PRINCIPLES



Applying the **RIGHT TREATMENT**  
to the **RIGHT PAVEMENT**  
at the **RIGHT TIME**  
using the **RIGHT MATERIALS**



# Pavement Preservation Timing



# Crack Sealing Treatment

- The right treatment for block or transverse cracking.
- Inexpensive.
- Prevents water from seeping beneath the asphalt to the subgrade where structural damage occurs.

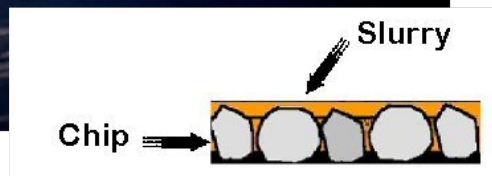


# Slurry Seal Treatment



- The right treatment for raveled pavement in traffic areas with speed limits above 15 mph.
- Skid resistant.
- Fills in minor cracks, creates a uniform finish and provides a weather- and water-tight surface.

# Cape Seal



- The right treatment between an overlay and a slurry seal.
- Combines a chip (aggregate) layer followed within a few weeks by a slurry seal for durability.
- Prevents water damage to the road bed and provides a new wear surface.
- Significantly extends pavement life when combined with crack sealing and surface patching.

# Overlay



- The right treatment for severely deteriorated pavement.
- Overlays existing pavement with a new layer of bituminous asphalt.
- Thickness depends on existing pavement condition and traffic.
- Strengthens the overall pavement structure and improves ride.

## Reconstruction / Pulverization



- Grinds the existing asphalt surface and mixes it with the aggregate base.
- Strengthens the existing base and forms a stronger foundation for reconstruction.
- Improves drainage.
- Eliminates bumps, humps and rutting.

# Pavement Management Strategies

- Best-First “Top Down” Management
- Worst-First “Bottom Up” Management
- Critical-Point Management



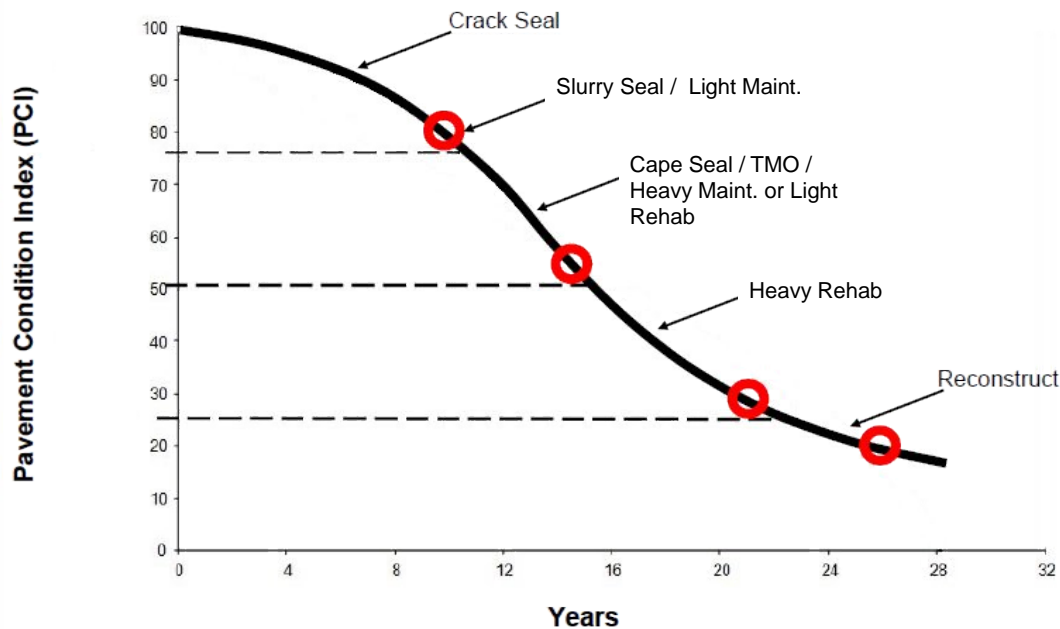
# Pavement Management Strategies

## Critical Point Management



○ Critical-Point-Management selects streets before they deteriorate and need the next more expensive treatment.

# Pavement Condition vs. Maintenance / Rehabilitation Cost



PCI Range	Treatment Category	Cost Range (per SF)	
90-71	Light Maintenance	\$1.88 to \$2.51	1X
70-51	Heavy Maintenance	\$7.08 to \$9.32	4X
70-51	Light Rehabilitation	\$10.81 to \$14.74	6X
50-26	Heavy Rehabilitation	\$19.00 to \$24.41	10X
25-0	Reconstruction	\$36.25 to \$54.96	21X

# **CITY OF GOLETA PAVEMENT CONDITION SUMMARY**



## City of Goleta System Data

- System Size
  - ✓ 84.9 centerline miles
  - ✓ 17,272,511 square feet of pavement
- System-wide average weighted PCI of 58
- Replacement value of \$740,944,000



# Maintained Road System December 2024

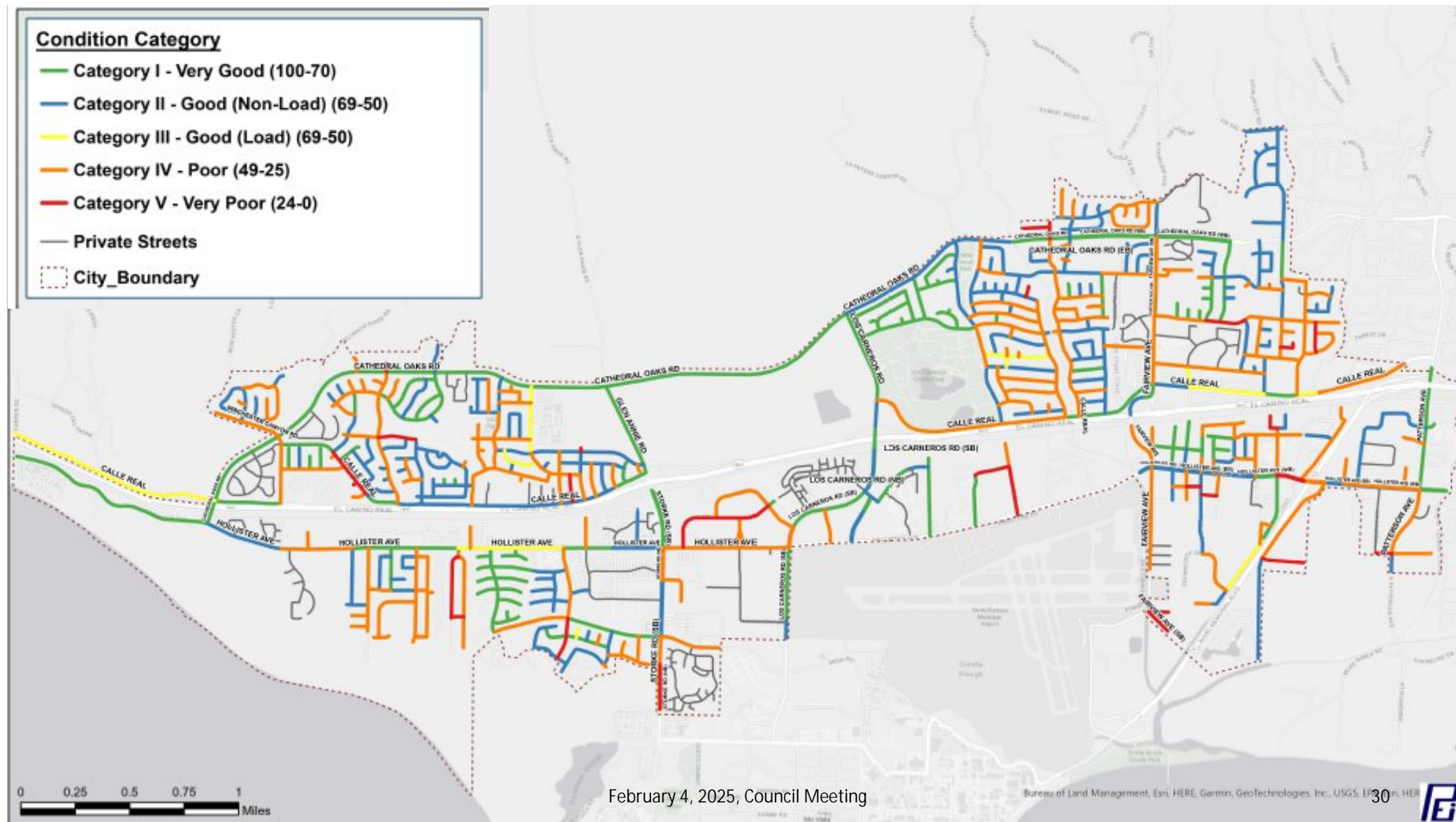
Including 2023 Paving Project (completed in the 2024 construction season)

Functional Classification	Centerline Miles	Pavement Area (Square Feet)	Percent of System	Average PCI (1/2024)	Average PCI (12/2024)
Arterial	25.6	6,037,031	35.0%	67	67
Collector	16.9	3,322,965	19.2%	54	51
Residential	42.4	7,912,515	45.8%	57	55
<b>TOTAL</b>	<b>84.9</b>	<b>17,272,511</b>	<b>100%</b>	<b>60</b>	<b>58</b>



### Condition Category

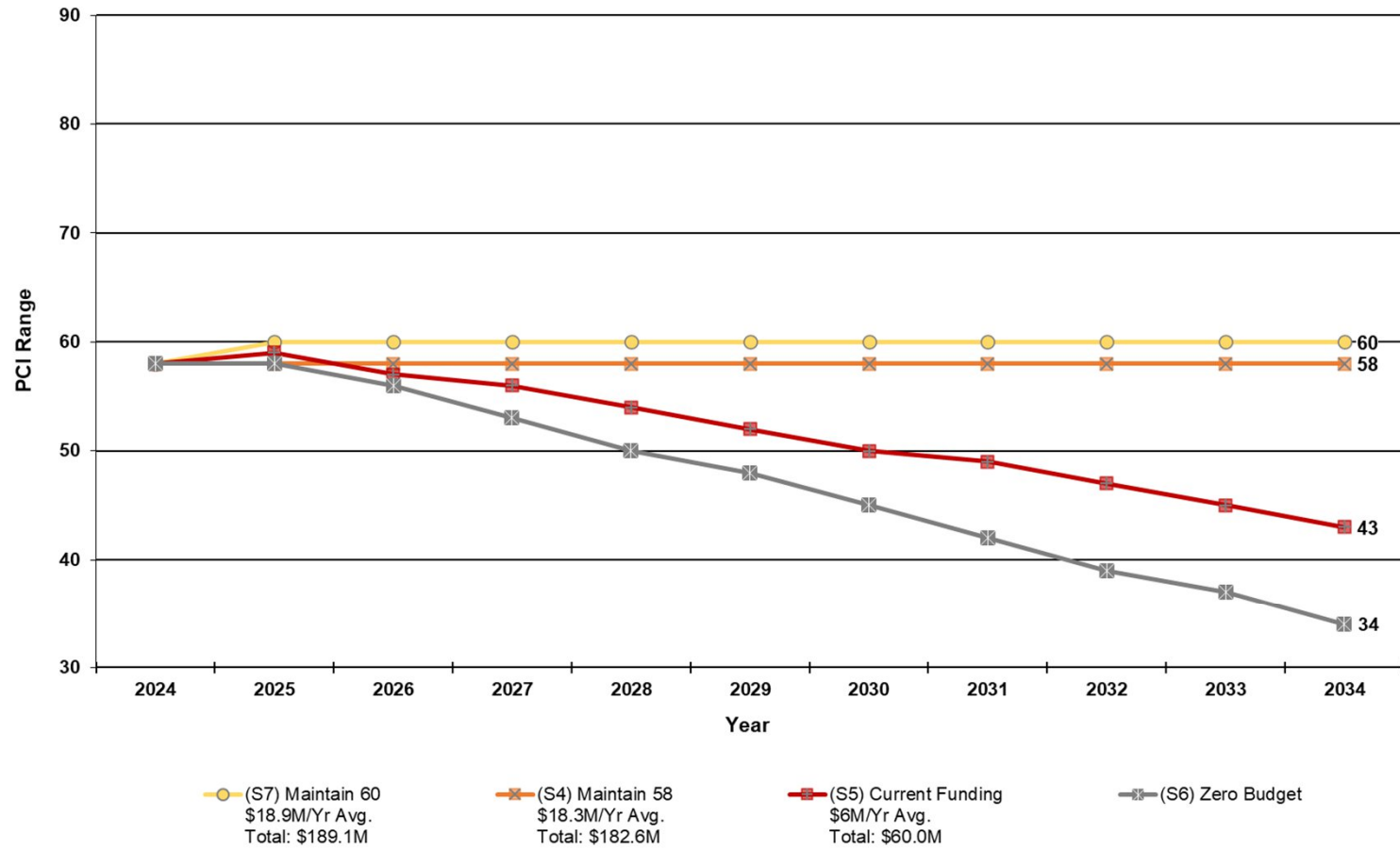
- Category I - Very Good (100-70)
- Category II - Good (Non-Load) (69-50)
- Category III - Good (Load) (69-50)
- Category IV - Poor (49-25)
- Category V - Very Poor (24-0)
- Private Streets
- City\_Boundary



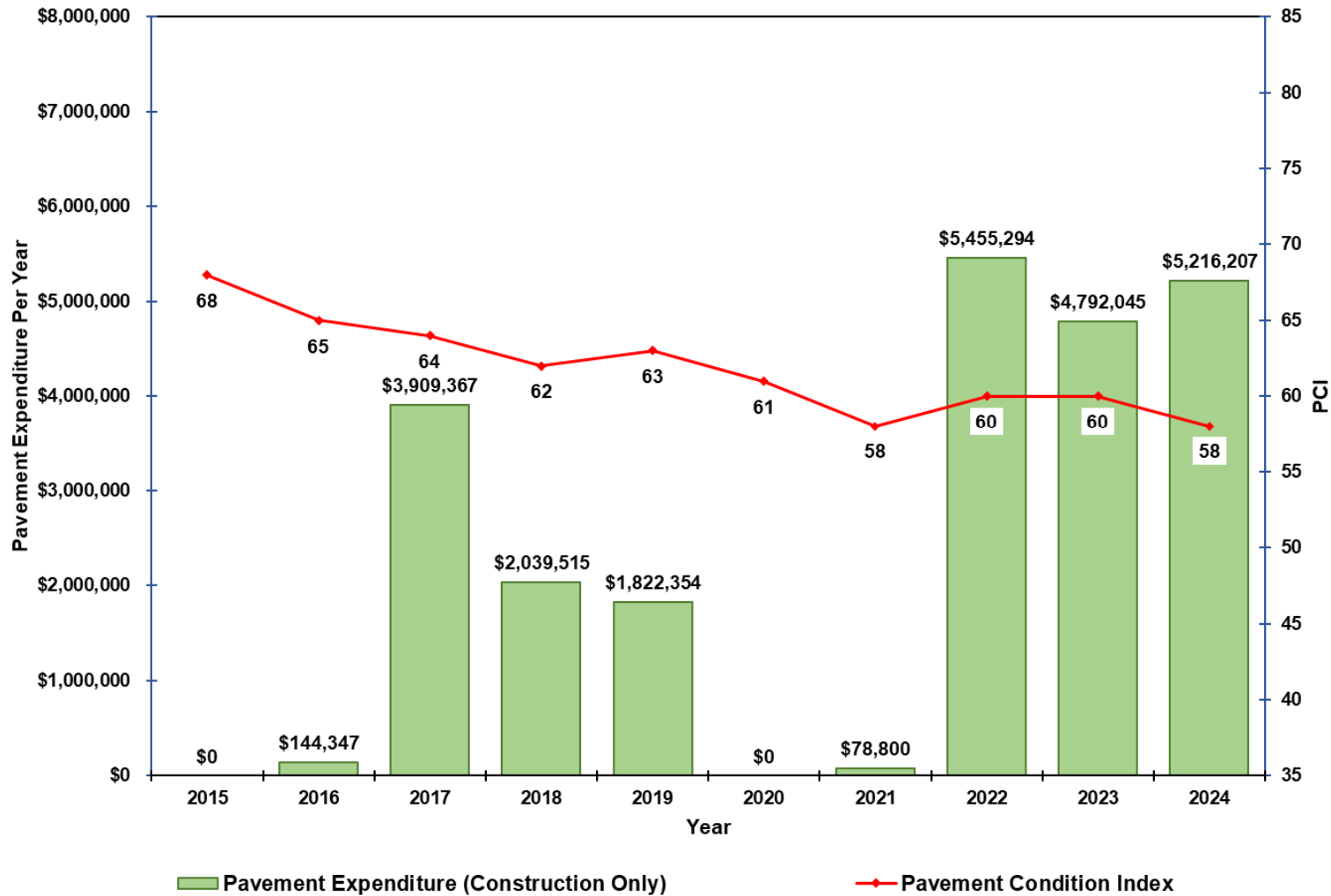
# FUNDING NEEDS



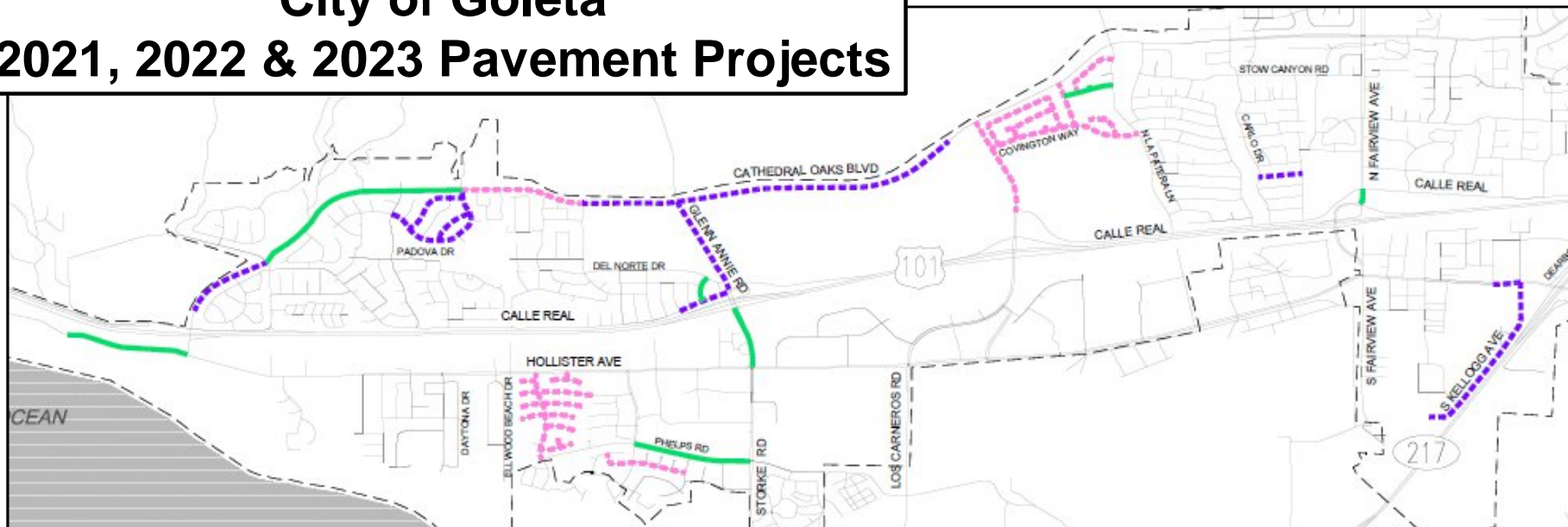
**10 Year Projection**  
(Using 1/2025 Decision Tree Costs)



### Historical PCI Trend with Pavement Expenditure per Year



# City of Goleta 2021, 2022 & 2023 Pavement Projects



- ■ ■ ■ ■ 2021 PAVEMENT PROJECT (COMPLETED 2022)
- ■ ■ ■ ■ 2022 PAVEMENT PROJECT (COMPLETED 2023)
- ■ ■ ■ ■ 2023 PAVEMENT PROJECT (COMPLETED 2024)

**Totals:**  
 2021 Paving Project = 3.8 CL Miles  
 2022 Paving Project = 4.7 CL Miles  
 2023 Paving Project = 3.1 CL Miles



# ONGOING FUNDING PRESSURES EFFECTING PAVING PROJECTS

---

- Increased traffic volume
- Increased vehicle weights
- Increased construction costs
- Weather
- Unfunded regulations
  - Required ADA updates
  - Post stormwater requirements

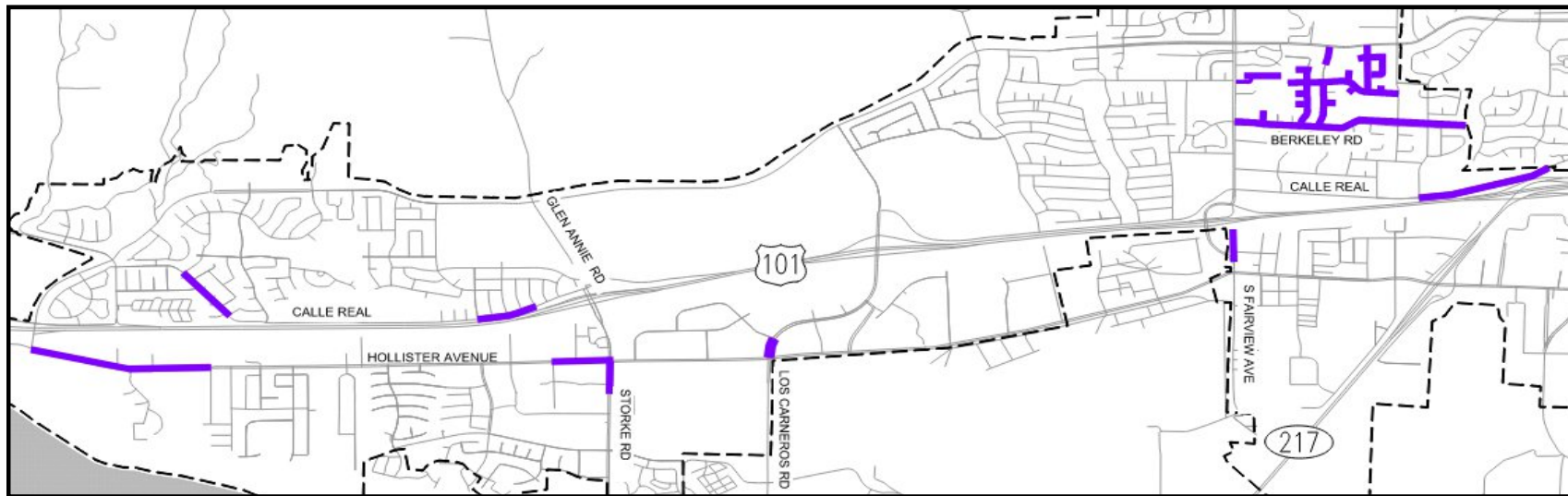


## Authorization to Bid

- 2025 Arterial Pavement Project
- 2025 Residential Resurfacing Project



# Candidate Streets for 2025 Arterial Pavement Project

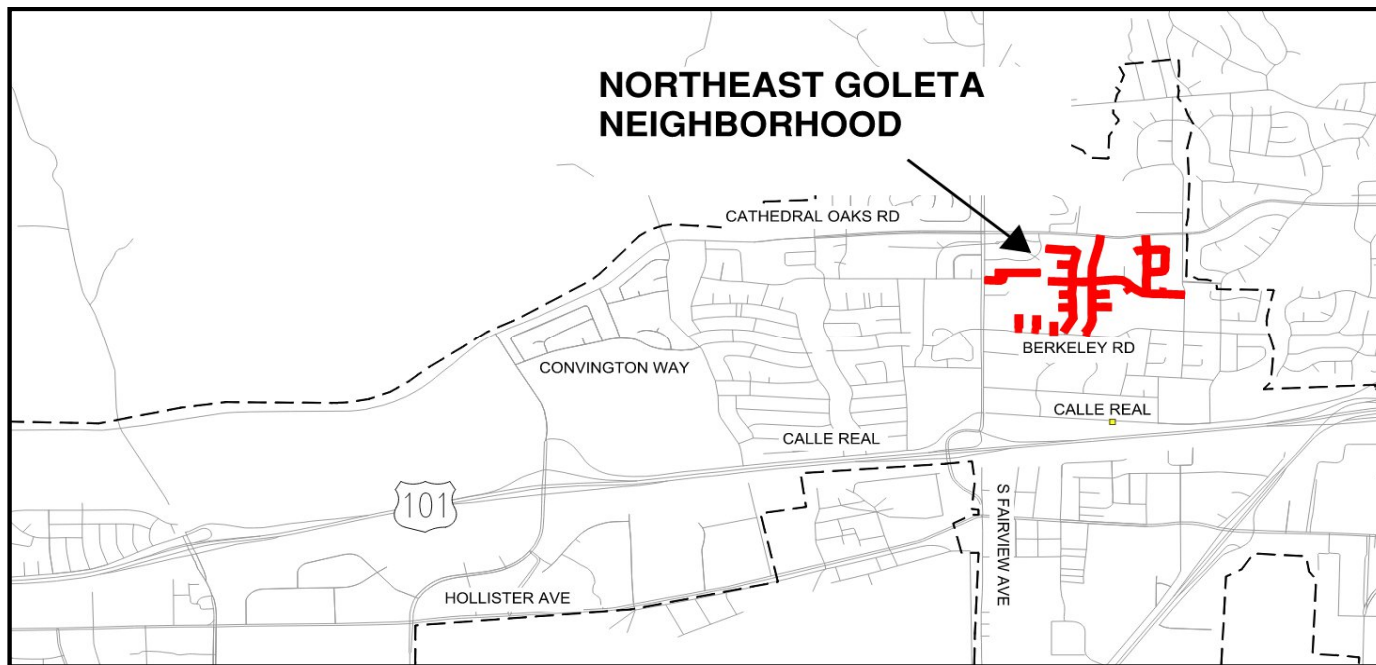


**Totals:**  
**2025 Arterial Pavement Project = 3.1 CL Miles**

\*PLEASE NOTE: STREETS ARE SUBJECT TO CHANGE DEPENDING ON AVAILABLE BUDGET. SCHEDULE MAY CHANGE BASED ON STAFFING, BUDGETING, MATERIAL AVAILABILITY, WEATHER CONDITIONS, AND/OR EQUIPMENT BREAKDOWN.



# Candidate Streets for 2025 Residential Resurfacing Project

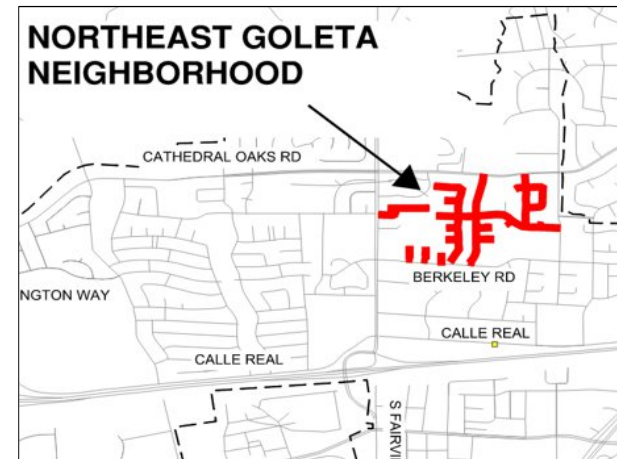
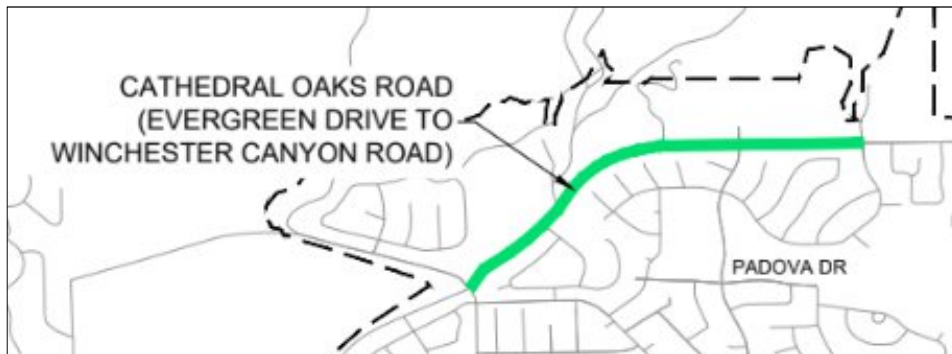


**Totals:**  
**2025 Residential Resurfacing Project = 2.1 CL Miles**

\*PLEASE NOTE: STREETS ARE SUBJECT TO CHANGE DEPENDING ON AVAILABLE BUDGET. SCHEDULE MAY CHANGE BASED ON STAFFING, BUDGETING, MATERIAL AVAILABILITY, WEATHER CONDITIONS, AND/OR EQUIPMENT BREAKDOWN.



# Creative Design Approach



## Cathedral Oaks Road - Evergreen Drive to Winchester Canyon Road

**Original FDR Cost**

\$5,083,000

**Reduced Treatment (Granite)**

\$2,368,000

## Northeast Goleta Neighborhood

**Original Treatment Cost**

\$3,409,000

**Revised Treatment Cost**

\$1,965,000



# Pavement Project Estimated Cost

Project Components	2025 Arterial Pavement Project Estimated Costs	2025 Residential Resurfacing Project Estimated Costs
Design (Consultant)	\$234,104	\$41,312
Construction (Base Bid)	\$8,100,190	\$765,142
Construction (Alternates)	\$7,812,775	N/A
Construction Contingency/CCO	\$1,620,038	\$153,028
CM (Consultant)	\$1,749,641	\$165,270
Staff Time	\$87,000	\$54,000
<b>Total:</b>	<b>\$19,603,748</b>	<b>\$1,178,752</b>

## Recommendation

Authorize staff to advertise a notice inviting Construction bids for the 2025 Residential Resurfacing and Arterial Pavement Projects



# Questions?