Agenda Item C.1
PUBLIC HEARING
Meeting Date: October 7, 2025

TO: Mayor and Councilmembers

SUBMITTED BY: Luz "Nina" Buelna, Public Works Director

PREPARED BY: John Plummer, Principal Engineer
David Anaya, Associate Engineer

SUBJECT: Bid Protest and Award of Construction Contract and Construction Management, Inspection and Material Testing Contract for the Mathilda Park Improvements Project

RECOMMENDATION:

A. Conduct a public hearing to take verbal and written testimony regarding a bid protest filed by Western State Builders Inc.; and

B. After considering the testimony presented during the public hearing, adopt Resolution 25-__, entitled, "A Resolution of the City Council of the City of Goleta, California, Rejecting Bid Protest and Awarding Construction Contract for Mathilda Park Improvements Project"; and

C. Approve the Plans and Specifications for the Mathilda Park Improvements Project; and

D. Award and authorize the City Manager to execute a Construction Contract with KYA Services, LLC., for the Mathilda Park Improvements Project in the not-to-exceed amount of $404,897.57, subject to the requirements of the contract documents; and

E. Authorize the Public Works Director to approve contract change orders for the Mathilda Park Improvements Project, if necessary, in the not-to-exceed amount of $80,979.00; and

F. Award and authorize the City Manager to execute a Professional Services Agreement with Vanir Construction Management, Inc. in the not-to-exceed amount of $100,275.00 for Construction Management, Inspection, and Material Testing services with a June 30, 2026, termination date.

BACKGROUND:

In 2019, the renovation of Mathilda Park was identified in the City of Goleta's Capital Improvement Project (CIP) Project No. 9113. The park had experienced drainage challenges at the east side of the playground. Once the project was identified, staff secured funding in 2021 from the California Department of State Parks Office of Grants and Local Services (OGALS), Community Development Block Grant Funds (CDBG), as well as the City's General Fund.

The project includes the replacement of the playground, defined turf space, drought-tolerant plant materials, drainage improvements, and adjustments to the walkway alignment to meet Americans with Disabilities Act (ADA) requirements. A contract was executed with RRM Design Group (RRM) to develop the construction documents.

In February 2025, Public Works selected Vanir Construction Management, Inc. (Vanir) from the City's Pre-Authorized Consultant List approved by City Council on January 17, 2023. Staff requested a proposal from Vanir to provide Construction Management, Inspection, and Materials Testing services.

The Public Works Department solicited competitive bids per Municipal Code Section 3.05.210 for the Mathilda Park Improvements Project (Project). City Council authorized staff to advertise a notice inviting construction bids for the Project on November 7, 2023. On December 2, 2024, bid documents were published to the PlanetBids portal and posted on the City's bid opportunities webpage. In addition, a notice was published in the Santa Barbara Independent on November 21, 2024, and November 27, 2024, and a pre-bid meeting was held at the project site on December 16, 2024. The bids were opened virtually via PlanetBids on December 30, 2024. The City received a total of two (2) bids. A summary of the bids and the Engineer's Estimate are shown in Table 1 below.

Table 1: Initial Bid Results

Bidder	Bid Amount
Engineer's Estimate	$449,495.00
CSI Services	$589,850.00
Quincon, Inc.	$613,884.26

The bid amounts were approximately 31% and 37% over the engineer's estimate, respectively. Public Works staff recommended that the City Council reject and rebid the Project, which was approved by City Council at the March 18, 2025, City Council Meeting.

Rebidding:

Public Works staff collaborated with RRM to refine and adjust the scope, providing greater clarity in the construction bid documents and specifications. The engineer's estimate increased slightly as a result of aligning the project scope with current construction

standards and field conditions, as well as reflecting recent bid prices observed within the region.

The Public Works Department solicited competitive bids per Municipal Code Section 3.05.210 for the Project. On July 10, 2025, bid documents were published to the PlanetBids portal and posted on the City's bid opportunities webpage. A notice was published in the Santa Barbara Independent on July 17, 2025, and July 24, 2025, and additional outreach was done to contractors and trade journals to increase awareness of this project. The bids were opened virtually via PlanetBids on August 12, 2025. The City received a total of five (5) bids. A summary of the bids and the Engineer's Estimate are shown in Table 2.

Table 2: Rebid Results

Bidder	Bid Amount
Engineer's Estimate	$528,044.00
KYA Services, LLC.	$404,897.57
Western State Builders, Inc.	$490,695.10
RE Schultz Construction, Inc.	$496,025.00
Hanly General Engineering Corp.	$549,543.86
RCH Construction	$608,715.46

DISCUSSION:

As a result of the rebid process described above, the City received five bids for the Mathilda Park Improvements Project. The updated Engineer's Estimate was $528,044.00. The apparent lowest responsible bidder was KYA Services, LLC, with a bid of $404,897.57, approximately 23.3% below the Engineer's Estimate. The next lowest bidder was Western State Builders, Inc., with a bid of $490,695.10, or 7.1% below the Engineer's Estimate. While the bids came in below the Engineer's Estimate, the results are within a reasonable tolerance and are within industry standards.

Bid Protest:

A bid protest was filed by Western State Builders on August 15, 2025 (Attachment 1), and supplemental information was submitted on August 15, 2025 (Attachment 2). Western State Builders' protest contends that KYA Services, the apparent lowest bidder, submitted a non-responsive bid by failing to meet the California Public Contract Code's self-performance requirement. The protest also alleges KYA Services and its listed subcontractor, The Labor Solutions LLC. (The Labor Solutions) are not a manufacturer-certified installer for Play and Park Systems playground equipment as specified in the Bid Document specifications, nor do they hold the appropriate licenses required for earthwork, site utilities, or concrete installation work.

City staff evaluated KYA Services' adherence to the California Public Contract Code. Western State Builders pointed to sections 4104 and 4114 as defining a self-performing requirement of fifty percent (50%) of the work on any Public Works project by the prime contractor. There is no requirement listed in either section or the entirety of the California Public Contract Code. Section 4104(a)(1) requires, "*each subcontractor to be listed who will perform work or labor or render service to the prime contractor in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid."* KYA Services is found to be in compliance with this requirement and has listed all of its subcontractors that will be performing work or labor or rendering services in excess of one-half (1/2) of one percent (1%) in their List of Subcontractors as part of their bid package.

City staff also evaluated KYA Services' subcontractor licensing and qualifications. Per the bid documents and specification 904-1.7(B)(1) for the Mathilda Park Improvements Project, "*the contractor installing the playground equipment must be a certified playground installer and hold a current certification from the playground manufacturer, Park & Play Structures, at the time of bid*." There is no requirement to list second-tier subcontractors and it is not a defect if the specified installer as the listed subcontractor intends to itself subcontract with a required installer. However, KYA Services' listed subcontractor under the playground installation bid item, The Labor Solutions LLC (The Labor Solutions), does hold a current certification from Park & Play Structures dated July 15, 2025, as provided to City staff on September 9, 2025, by their legal representative Lanak & Hanna. KYA Services, LLC and its subcontractor, The Labor Solutions, are found to be in compliance with the requirement in the specifications that a certified playground installer hold a current certification from Play and Park Structures to perform the work.

Western State Builders also contends that KYA Services' listed subcontractor, The Labor Solutions, only holds a C-15: Flooring and Floor Covering Contractor, C-54: Ceramic and Mosaic Tile Contractor, and B: General Building Contractor license, but do not hold the licenses required for earthwork, site utilities, and concrete installation. The Labor Solutions is not the bidder. KYA Services, as the bidder and holder of a Class A: General Engineering Contractor license, is found to be in compliance with Section 2.4 of the bid documents and specifications which require "*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 the bidder lists a subcontractor for each such trade."*

The apparent low bidder is KYA Services. Public Works staff reviewed the bid and all associated forms, investigated the contractor, and determined KYA Services to be responsive to the bid solicitation. Therefore, Public Works staff recommend that the City Council adopt the Resolution (Attachment 3) rejecting the bid protest (Attachment 1) and find the bid from KYA Services to be the lowest responsive bid and award a construction contract (Attachment 4) for the Project to KYA Services in a not-to-exceed amount of $404,897.57, and approve a contingency of $80,979.00 for contract change orders. The total authorized construction cost is $485,876.57.

Additionally, Public Works staff recommend that the City Council approve the final project Plans and Specifications and award and authorize the City Manager to execute a professional services agreement with Vanir for Construction Management, Inspection, and Material Testing services.

ENVIRONMENTAL REVIEW:

This Project was determined to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to the CEQA implementation guidelines under Section 15302 Replacement or Reconstruction and 15304 Minor Alterations to Land. A Notice of Exemption was submitted to the County of Santa Barbara in March 2022, and no further CEQA action is required.

FISCAL IMPACTS:

This Project is funded through the CDBG Program, the OGALS Proposition 68 Per Capita Funding, and the General Fund. There are sufficient funds for the Project's construction and construction management.

The total project cost, which encompasses conceptual design, final design, construction, construction contingency, and construction management, inspection, testing, and monitoring, amounts to $686,807.65. The grants for this Project are approximately $487,109.65, and the remaining $199,698.00 will be covered by general funds to finance the entire Project cost.

The total estimated costs and funding sources associated with the Project are listed in Table 3.

Table 3: Project Cost Estimate

Project Components	Project Costs	Funding Source	Funding Amounts
Conceptual Design*	$91,009.53	General Fund (101)	$199,698.00
Final Design*	$9,646.55	State Park Grant (OGALS) (301)	$177,952.00
Construction	$404,897.57	Community Development Block Grant (CDBG) (402)	$309,157.65
Construction Contingency	$80,979.00	Community Development Block Grant (CDBG) (402)	$65,110.35**
Construction Management, Inspection, Testing, and Monitoring	$100,275.00		

Total:	**$686,807.65**

Total:	**$751,918.00**

*Actual Costs

**Due to savings on construction costs, this amount will be returned and appropriated to another project at a later date.

ALTERNATIVES:

The City Council may reject all bids; however, doing so would postpone the Project's construction and may result in playground closure until the drainage issues can be resolved.

LEGAL REVIEW BY: Isaac Rosen, City Attorney

APPROVED BY: Robert Nisbet, City Manager

ATTACHMENTS:

1. Western State Builders Bid Protest dated August 15, 2025
2. Western State Builders Bid Protest Supplemental Information dated August 15, 2025
3. Resolution 25-___, entitled, "A Resolution of the City Council of the City of Goleta, California, Rejecting Bid Protest and Awarding Construction Contract for Mathilda Park Improvements Project"
4. Public Works Construction Contract with KYA Services, LLC
5. Public Works Construction Management, Inspection, and Material Testing Agreement with Vanir Construction Management, Inc.
6. Mathilda Park Improvements Project Specifications
7. Mathilda Park Improvements Project Plans
8. Mathilda Park Improvements Project Award Presentation

ATTACHMENT 1

Western State Builders Bid Protest dated August 15, 2025

August 15, 2025

WESTERN STATE BUILDERS INC.

2141 ORANGE AVE ESCONDIDO CA
LICENSE: 1069677

City of Goleta
Public Works Department
130 Cremona Drive, Suite B
Goleta, CA 93117

Attn: Purchasing Officer / City Engineer

Subject: Formal Bid Protest – Mathilda Park Improvements Project
Project Number: 25-05

Dear David Anaya

Western State Builders ("Protester") respectfully submits this formal protest regarding the apparent low bidder, **KYA Services, LLC**, for the **Mathilda Park Improvements Project**, pursuant to the applicable provisions of California Public Contract Code and the bid documents issued by the City of Goleta.

Basis for Protest
This protest is based on the following grounds:

1. Noncompliance with California Public Contract Code – Self-Performance Requirement

Under **California Public Contract Code § 4104 and § 4114**, and standard public contracting practices, a prime contractor is required to **self-perform at least 50% of the work** on any public works project. This requirement ensures that the general contractor has the capacity, experience, and licensure to execute the scope of work and is not merely acting as a broker.

The bid submitted by **KYA Services, LLC**, indicates that the entirety of the project's scope—**site furnishings, concrete, playground installation, earthwork, site utilities, BMPs, and temporary fencing**—is to be performed by its listed subcontractor: **The Labor Solutions LLC**. This would result in **KYA Services, LLC self-performing none of the core work**, in direct violation of California's 50% self-performance rule.

2. Subcontractor Licensing and Qualification Issues

Per the bid documents and specifications, the contractor or subcontractor responsible for installing the playground equipment must be a **manufacturer-certified installer for Play and Park Systems**.

The Labor Solutions LLC, as listed by KYA Services, LLC, holds licenses in the following classifications:

- **C-15: Flooring and Floor Covering Contractor**
- **C-54: Ceramic and Mosaic Tile Contractor**
- **B: General Building Contractor**

However, **they do not hold any license required for**:

- **Earthwork**
- **Site Utilities**
- **Playground Installation** (as required by the specifications)
- **Concrete installation**

Furthermore, **The Labor Solutions LLC is not certified by Play and Park Systems**, as required per Spec Section 904-1.7 for installation of specified playground systems.

Allowing an unqualified and improperly licensed subcontractor to complete regulated or safety-sensitive scopes of work directly violates California licensing laws and places the City at legal and operational risk.

Request for Relief

In light of the issues detailed above, Western State Builders respectfully requests the following:

1. **Disqualification of KYA Services, LLC** as a non-responsive and non-responsible bidder due to:
    - Failure to comply with self-performance requirements.
    - Use of improperly licensed and unqualified subcontractor(s).
    - Failure to comply with technical bid specifications (certified playground installer requirement).
2. **Award of the contract to Western State Builders**, the next lowest responsive and responsible bidder, whose bid complies fully with all bid specifications and applicable law.

Conclusion

Western State Builders submits this protest in good faith and in the interest of maintaining fair and lawful public bidding processes. The issues identified herein materially affect the responsiveness and responsibility of KYA Services, LLC and warrant the City's close and immediate review.

Please confirm receipt of this protest and advise of any hearings, deadlines, or meetings where we may present supporting documentation or testimony. We appreciate your attention to this important matter and look forward to the City's prompt resolution in accordance with the law and the public interest.

Sincerely,
Western State Builders

8/15/2025

Attachments (if applicable):

- Copy of KYA Services, LLC Bid Proposal
- CSLB License Records for The Labor Solutions LLC
- Bid Specifications (relevant excerpts)
- Western State Builders Bid Package

ATTACHMENT 2

Western State Builders Bid Protest Supplemental Information dated August 15, 2025

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.

CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 1001904

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 8/15/2025 1:38:55 PM

Business Information

THE LABOR SOLUTION LLC
1800 E MCFADDEN AVE STE 4
SANTA ANA, CA 92705
Business Phone Number:(714) 823-9882

Entity Ltd Liability
Issue Date 03/16/2015
Expire Date **03/31/2027**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- C15 - FLOORING AND FLOOR COVERING
- C-61 / D12 - SYNTHETIC PRODUCTS
- C54 - TILE (CERAMIC AND MOSAIC)
- B - GENERAL BUILDING

* NO D34
* NO D06 for concrete
* Spec say certified Play N Park - They are not.

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with HARCO NATIONAL INSURANCE COMPANY.
Bond Number: 0794260
Bond Amount: $25,000
Effective Date: 01/01/2023
Contractor's Bond History

LLC EMPLOYEE/WORKER BOND

This license filed a LLC Employee/Worker Bond with EVEREST REINSURANCE COMPANY.
Bond Number: ES00003102
Bond Amount: $100,000
Effective Date: 08/07/2024
LLC Employee/Worker Bond History

Bond of Qualifying Individual

- This license filed Bond of Qualifying Individual number **ES00017776** for FABIAN OROZCO in the amount of **$25,000** with EVEREST REINSURANCE COMPANY.
  Effective Date: 01/13/2025

- The qualifying individual KEVIN MICHAEL KOSCHIK certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
  Effective Date: 11/05/2020

- This license filed Bond of Qualifying Individual number **0846094** for MARIO SALVATORE DIVINCENZO in the amount of **$25,000** with HARCO NATIONAL INSURANCE COMPANY.
  Effective Date: 11/15/2023

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND
Policy Number:9338091
Effective Date: 10/08/2022
Expire Date: 10/08/2025
Workers' Compensation History

Workers' compensation classification code(s):
51461 - Cabinet/Fixtures Installation
52051 - Concrete/Cement Work-sidewalks-high wage
95212 - Floor Covering

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

The board does not verify or investigate the accuracy of classification codes displayed.

Liability Insurance Information

This license has liability insurance with LIBERTY MUTUAL INSURANCE COMPANY
Policy Number: BKS62171785
Amount: $1,000,000
Effective Date: 01/01/2025
Expiration Date: 01/01/2026
Liability Insurance History

Miscellaneous Information

- 12/14/2015 - CONTRACTOR HIS LETTER SENT

Other

- Personnel listed on this license (current or disassociated) are listed on other licenses.

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B. Installer Qualifications: Company that specializes in installation of playgrounds. Provide list of at least five (5) playgrounds that installer has completed in the last five (5) years, including project addresses and City reference information. Listed projects should be for public agency(s), with components that are similar in scale and type.

1. Shall be a qualified certified playground installer and hold a current certification from the playground manufacturer, Park & Play Structures, at the time of bid.

904-1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver, handle, and store equipment to project site without damaging components

B. Store materials in a dry, covered area, elevated above grade.

904-2 EQUIPMENT

904-2.1 MANUFACTURERS

A. Refer to plan sheet LC001

904-2.2 PLAYGROUND EQUIPMENT - GENERAL

A. Design Assumptions: Because the safety of the playground depends on strict conformance to the design criteria, this information is provided for Contractor's information.
   1. If deviations from specified dimensions, especially fall heights, is required, obtain approval prior to proceeding; follow approval request procedure as specified for substitutions.

B. Install all footings and equipment per the manufacturer’s installation instructions found in Appendix M
   1. Playground protective surfacing constitutes a resilient layer installed over a subbase (non-resilient) that is installed over subgrade; top of footings and anchorage devices is to be covered by full depth of resilient portion of protective surfacing.
   2. Protective Surfacing Depth: As indicated on drawings.

C. Label each equipment item with permanent labels stating age group that equipment was designed for, manufacturer identification, and warning labels in accordance with ASTM F1487.

904-2.3 SIGNAGE

A. Provide signage indicating “Warning – Entering this area can expose you to chemicals known to the State of California to cause cancer, birth defects or other reproductive harm. For more information go to www.P65warnings.ca.gov”

ATTACHMENT 3

Resolution 25___, entitled, “A Resolution of the City Council of the City of Goleta, California, Rejecting Bid Protest and Awarding Construction Contract for Mathilda Park Improvements Project”

RESOLUTION NO. 25-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLETA, CALIFORNIA, REJECTING BID PROTEST AND AWARDING CONSTRUCTION CONTRACT FOR MATHILDA PARK IMPROVEMENTS PROJECT

RECITALS

A. WHEREAS, the City of Goleta ("City"), in compliance with all applicable law, solicited bids for the following construction project (the "Project") as set forth in the plans, specifications, and other Contract Documents associated therewith (collectively, the "Contract Documents"): Mathilda Park Improvements Project; and

B. WHEREAS, in response thereto, the City received bids from KYA Services, LLC ("KYA") and Western State Builders, Inc. ("WSB") respectively set forth in Exhibit A ("KYA Bid") and Exhibit B ("WSB Bid") hereto, which are incorporated herein by reference; and

C. WHEREAS, the KYA Bid is the apparent low bid for the Project, with a bid of $404,897.57, and the WSB Bid is the apparent second low bid for the Project, with a bid of $490,695.10; and

D. WHEREAS, notwithstanding the foregoing, WSB has lodged with the City the bid protest set forth in Exhibit C ("Protest"), which is incorporated herein by reference, which KYA has responded to as set forth in Exhibit D ("Protest Response"), which is incorporated herein by reference; and

E. WHEREAS, as stated in *Mike Moore's 24-Hour Towing v. City of San Diego* (1996) 45 Cal.App.4th 1294, 1303 ("*Mike Moore's Towing*"), "[a] public entity's award of a contract, and all of the acts leading up to the award, are legislative in character. [T]he letting of contracts by a governmental entity necessarily requires an exercise of discretion guided by consideration of the public welfare[]"; and

F. WHEREAS, WHEREAS, as stated in *Judson Pacific-Murphy Corp. v. Durkee* (1956) 144 Cal.App.2d 377, 383 ("*Judson*"):

> *It must be remembered that competitive bidding statutes […] are for the benefit of the public and not for the benefit of bidders […]. It certainly would amount to a disservice to the public if a losing bidder were to be permitted to comb through the bid proposal […] of the low bidder after the fact, cancel the low bid on minor technicalities, with the hope of securing acceptance of his, a higher*

bid. Such construction would be adverse to the best interests of the public and contrary to public policy.

G. WHEREAS, the Protests characterize the KYA Bid as non-responsive and/or non-responsible; and

H. WHEREAS, as stated in *Taylor Bus Service, Inc. v. San Diego Bd. of Education* (1987) 195 Cal.App.3d 1331, 134 ("*Taylor*"), "[a] bid is responsive if it promises to do what the bidding instructions demand[]" and "can be determined from the face of the bid."; and

I. WHEREAS, a responsible bidder is defined in section 1103 of the Public Contract Code as "a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract."; and

J. WHEREAS, such a determination is a "complex matter dependent, often, on information received outside the bidding process and requiring, in many cases, an application of subtle judgment", (*Taylor* at p. 134.), and as set forth in *City of Inglewood-L.A. County Civic Center Auth. v. Superior Court* (1972) 7 Cal.3d 861, 870-871 due process (i.e., the Constitution of the United States and the Constitution of the State of California) requires that a bidder be offered and notice and opportunity to be heard before a bid is rejected on non-responsibility grounds; and

K. WHEREAS, on this date a hearing was conducted before the City Council on the matter.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Goleta that:

1. The City Council denies the Protest.

2. KYA sets forth sufficient facts to demonstrate that KYA is a responsible bidder, to wit, that KYA listed a qualified subcontractor for the work at issue. (*D.H. Williams Construction, Inc. v. Clovis Unified School Dist.* (2007) 146 Cal.App.4th 757 (challenge to subcontractor qualifications is a responsibility challenge, not a responsiveness challenge, and confusing the two can result in a constitutional due process violation).

3. KYA is correct that neither applicable law or the contract specifications impose a requirement that a prime-contractor self-perform 50% or more of the Project – on the contrary, case law is clear that where such requirement is imposed, it is by a specification imposing such requirement. (*Valley Crest Landscape, Inc. v. City Council* (1996) 41 Cal.App.4th 1432, 1439). An example would be section 5-1.13A General of the CalTrans Standard

Specifications (2018), incorporated into the specifications for the Project Contract Documents, which provides in pertinent part: “Except for a building-construction non-federal-aid contract, perform work equaling at least 30 percent of the value of the original total bid with your employees and with equipment you own or rent, with or without operators.” As the Project is not a federal aid contract, the specifications do not set forth a minimum percentage of work that must be self-performed by the prime-contractor.

4. The contract for the Project is awarded to KYA on the terms of its bid, and the City Manager or designee is hereby authorized and directed to enter into said contract. The Protest is denied. All irregularities are waived.

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

SECTION 1.
The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this __ day of _____ 2025.

_____
PAULA PEROTTE
MAYOR

ATTEST:

_____
DEBORAH S. LOPEZ
CITY CLERK

APPROVED AS TO FORM:

_____
ISAAC ROSEN
CITY ATTORNEY

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

I, DEBORAH S. LOPEZ, City Clerk of the City of Goleta, California, DO HEREBY CERTIFY that the foregoing Resolution No. 25-__ was duly adopted by the City Council of the City of Goleta at a regular meeting held on the 7th day of October 2025 by the following roll call vote of the Council:

AYES:

NOES:

ABSENT:

(SEAL)

_____
DEBORAH S. LOPEZ
CITY CLERK

ATTACHMENT 3

Exhibit A
KYA Services, LLC Bid Proposal for Mathilda Park Improvements Project

SECTION III BID PROPOSAL
FOR

MATHILDA PARK IMPROVEMENTS 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: Kya Services

Type of Entity: LLC
(corporation, partnership, etc.)

State of Incorporation / Organization: California

Mailing Address: 3111 Landco Dr.

City, State, Zip: Bakersfield, CA 93308

Physical Address: 3111 Landco Dr.
(must be included even if PO box is used for mailing)

City, State, Zip: Bakersfield, CA 93308

Telephone Number: Area Code (661) 619-0396

Email Address: Krisyn.Willett@thekyagroup.com

California Contractor License No. 984827

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. 1000003379

California Contract License Classification(s) A, B, C, C20, D20

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 **MATHILDA PARK IMPROVEMENS 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.

MATHILDA PARK IMPROVEMENTS 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.

MATHILDA PARK IMPROVEMENTS PROJECT

CITY PROJECT NUMBER: **9113**

CONTRACTOR: KVA Services LLC

SCHEDULE OF BASE BID ITEMS

ITEM NO.	*	ITEM	UNIT	EST. QUANT.	UNIT PRICE	AMOUNT
1	(P)	MOBILIZATION, BONDS & INSURANCE	LS	1	—	$8,806.90
2	(P)	CONSTRUCTION SURVEYING & STAKING	LS	1	—	$11,816.52
3		PLACEMENT AND MAINTENANCE OF BEST MANAGEMENT PRACTICES (BMP'S)	LS	1	—	$8805.77
4	(P)	TEMPORARY FENCING	LF	210	$59.14	$12,418.67
5	(P)	CLEARING AND GRUBBING	LS	1	—	$5,042.33
6		DEMOLISH EXISTING PLAY SURFACING	SF	1,560	$3.09	$4816.02
7	(P)	DEMOLISH EXISTING PLAY EQUIPMENT	LS	1	—	7612.69
8		DEMOLISH EXISTING FENCING	LF	96	38.57	3702.28
9		DEMOLISH EXISTING WALKS	SF	1,120	5.77	6458.42
10		SAWCUT & DEMOLISH CONCRETE CURB/GUTTER	SF	20	178.18	3563.59
11		SAWCUT & DEMOLISH ASPHALT	SF	10	324.38	3243.76
12		UNSUITABLE MATERIAL	CY	20	395.90	7917.97

ITEM NO.	*	ITEM	UNIT	EST. QUANT.	UNIT PRICE	AMOUNT
13		ROUGH GRADING EXCAVATION	CY	43	112	4816.02
14		ROUGH GRADING FILL	CY	34	255.42	8684.21
15		CONCRETE WALKS	SF	980	25.54	25,032.60
16		EDGING AND CONCRETE PATH RETENTION CURB EDGING	LF	60	152.43	9145.87
17		CONCRETE GRASS MOW CURB EDGING	LF	80	117.22	9377.83
18		CONCRETE PLAYGROUND CURB	LF	145	98.80	14,326.62
19		WOOD RAIL FENCING	LF	96	110.28	10,586.42
20		PRE-CAST CONCRETE STORM DRAIN INLETS	EA	4	2884.09	11,556.37
21		STORM DRAIN PIPING	LF	112	100.38	11,242.09
22		MODIFY EXISTING INLET STUCTURE	LS	1	—	2753.34
23		UNDERSIDEWALK DRAIN	LS	1	—	5251.83
24		CONCRETE CURB & GUTTER REPLACEMENT AT UNDERSIDEWALK DRAIN	SF	20	200.40	4008.01
25		ASPHALT PAVING PATCHBACK	SF	10	450.47	4504.70
26	(P)	PLAYGROUND EQUIPMENT INSTALLATION	LS	1	—	21,673.91
27		PLAYGROUND RUBBER SURFACING	SF	1,555	40.62	63,165.37

ITEM NO.	*	ITEM	UNIT	EST. QUANT.	UNIT PRICE	AMOUNT
28		SITE FURNITURE - PICNIC TABLE	EA	1	—	5627.62
29		SITE FURNITURE - TRASH RECEPTACLE	EA	2	5287.82	10,575.63
30		IRRIGATION – POP-UP HEADS	EA	29	197.05	5714.37
31		IRRIGATION – TREE BUBBLERS	EA	7	364.88	2554.16
32		IRRIGATION – DRIP ZONE KIT RCV	EA	3	1035.62	3106.85
33		IRRIGATION – DRIP IRRIGATION	SF	3,220	2.45	7875.66
34		IRRIGATION – REMOTE CONTROL VALVE ASSEMBLY	EA	6	947.92	5687.49
35		IRRIGATION – QUICK COUPLER VALVE	EA	5	696.64	3483.19
36		IRRIGATION – BALL VALVES	EA	1	—	2106.85
37		IRRIGATION – MASTER VALVE	EA	1	—	2268.14
38		IRRIGATION – FLOW SENSOR	EA	1	—	2617.60
39		IRRIGATION – CONTROLLER ASSEMBLY	EA	1	—	11,483.19
40	(P)	IRRIGATION – SOLAR ARRAY	LS	1	—	7,182.12
41		IRRIGATION - MAINLINE PIPE	LF	200	27.68	5536.95
42		IRRIGATION - LATERAL PIPE	LF	620	9.70	6,016.52

ITEM NO.	*	ITEM	UNIT	EST. QUANT.	UNIT PRICE	AMOUNT
43	(P)	LANDSCAPE – SOIL AMENDMENTS & FERTILIZER	LS	1	—	2472.44
44		LANDSCAPE - 1 GAL SHRUBS	EA	177	27.47	4861.69
45		LANDSCAPE - 5 GAL SHRUBS	EA	48	80.86	3881.04
46		LANDSCAPE - 15 GAL SHRUBS	EA	12	323.42	3881.04
47		LANDSCAPE – PLANTING 24" BOX TREES	EA	2	1166.33	2332.65
48		LANDSCAPE – SOD	SF	1,034	3.91	4040.18
49		LANDSCAPE – MAINTENANCE PERIOD (90 DAYS)	Month	3	1250.67	3752.01
50		LANDSCAPE – MULCH	SF	3,220	2.18	7,010.07
		TOTAL (BID ITEMS #1 TO #50)				$ 404,897.57

* **NOTES:**
(P) DENOTES PARTIAL PAYMENT

TOTAL BASE BID: BID ITEMS #1 TO #50 $ _____

NOTES:

1) The City of Goleta shall determine the lowest responsible, responsive bidder based on the lowest total of the Base Bid.

2) The City of Goleta, if it chooses to award, shall award the contract to the lowest responsible, responsive bidder based on the criteria listed in Note 1 above.

3) The Contractor must submit bids for all Base Bid items. No response or a response of zero on any bid items will be deemed a non-responsive bid.

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
3, 5, 6, 7, 9, 12, 13, 14, 15, 16, 17, 18, 20, 21, 23, 26, 28, 29	1001904	1000017376	50.65%	The Labor Solutions 1800 E. McFadden Ave., Santa Ana, CA 92705
27	1102706	1001030031	15.34%	Flex Ground 2017 Opportunity Dr. #10 Roseville, CA 95678
30-50	1029557	2000004513	22.75%	805 West Landscap 1012 Pacific St. Suite C San Luis Obispo, CA 9340
2	952595	1000008020	3%	Stantec 200 East Carrillo St. Suite Santa Barbara, CA 93101
19	275524	1000003937	3%	Fence Factory 60 S. Kellogg Ave, Goleta, CA 93117

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: City of Orange Cove
   Agency Address: 633 6th St., Orange Cove, CA 93646
   Telephone: 559-626-4488
   Contact Person: Dario Dominguez
   Contract Amount: $722,261.32

2. Name of Agency: Standard SD-Wingland ES
   Agency Address: 701 Douglas St., Bakersfield, CA 9330
   Telephone: 661-392-2110
   Contact Person: Stacy Robertson
   Contract Amount: $626,032.22

3. Name of Agency: Compton USD-Carver ES
   Agency Address: 1425 East 120th St., Los Angeles, CA 90045
   Telephone: 310-639-4321
   Contact Person: Nathaniel Holt
   Contract Amount: $564,155.25

The following are the names, addresses, and phone numbers for all brokers and sureties from whom Bidder intends to procure insurance bonds: Bond Exchange
contact: James Moilanen 949-466-1837
24800 Chrisanta Dr., Ste. 160 Mission Viejo, CA 92691

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 Kya Services, LLC

Business Address 3111 Landco Dr. Bakersfield, CA 93308

Telephone 661-619-0396

State Contractor's License No. and Class 984827

Original Date Issued 6/27/13 Expiration Date 6/30/27

DIR Registration No: 1000003379

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:

Krisyn Willett - Project Executive
3111 Landco Dr. Bakersfield, CA 93308
661-619-0396

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

N/A

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

Kya Services, LLC

I declare under penalty of perjury under the laws of the State of California that the above representations are true and correct. Executed this 12th day of Aug, 2025, at Goleta Santa Barbara California.

Signature and Title of Bidder
or Authorized Representative

Krisyn Willett
Project Executive

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:

Project Executive

Signature and Title of Bidder or Authorized Representative

BID BOND FOR:

MATHILDA PARK IMPROVEMENTS PROJECT

KNOW ALL PERSONS BY THESE PRESENTS that [Bidder] KYA Services, LLC Jonathan Williams, COO as PRINCIPAL, and Atlantic Specialty Insurance Company, a corporation organized under the laws of the State of New York 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 1st day of August, 2025.

PRINCIPAL: KYA Services, LLC

(Address) 1800 E. McFadden Ave.

Santa Ana, CA 92705

BY: Jonathan Williams, COO

(Signature and Title of Authorized Officer)

BY: _____

(Signature and Title of Authorized Officer)

SURETY: Atlantic Specialty Insurance Company

(Address) 605 Highway 169 North, Suite 800

Plymouth, MN 55441

BY: _____

Christine Woolford, Attorney-in-Fact
(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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of Orange }

On AUG 01 2025 (Date) before me, Thao Nguyen Luu (Insert Name of Notary exactly as it appears on the official seal), Notary Public,

personally appeared Christine Woolford (Name(s) of Signer(s))

,

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

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

Witness my hand and official seal.

Signature _____ (Signature of Notary Public)

THAO NGUYEN LUU
Notary Public - California
Orange County
Commission # 2453804
My Comm. Expires Jul 18, 2027

Place Notary Seal Above

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 the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Christine Woolford, Emilie Young, Irene Luong, James W. Moilanen, P. Austin Neff, Thao Luu, Yung T. Mullick**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 1st day of August, 25.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

_____
Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2030

Please direct bond verifications to surety@intactinsurance.com

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE Nº 08950

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY *THAT, Pursuant to the Insurance Code of the State of California,*

Atlantic Specialty Insurance Company

of New York *, organized under the*

laws of New York *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance:*

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 16th *day of* September, 2011, *I have hereunto set my hand and caused my official seal to be affixed this* 16th *day of* September, 2011.

Dave Jones
Insurance Commissioner

By Valerie J. Sarfaty
for Nettie Hoge ~~xxxxxx~~
Chief Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the conventants made in the application therefor and the conditions contained herein.

FORM CB-3

OSP 00 39157

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 Orange)

On 08/04/2025 before me, Krumm Hang, Notary Public
(insert name and title of the officer)

personally appeared Jonathan Williams,
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.

KRUMM HANG
Notary Public - California
Orange County
Commission # 2514140
My Comm. Expires Mar 11, 2029

Signature Krumm Hang (Seal)

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: KVA Services, LLC

License No.: 984827 Class A, B, C20 D20 Expiration date: 6/30/27

DIR Registration No.: 1000003379

Date 8/12/25 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 12th day of Aug, 20 25, at Goleta, Santa Barbara, California.

Signature: _____

Name: Krisyn Willett

Title: Project Executive

Name of Company: Kya Services LLC

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

NON-COLLUSION DECLARATION
FOR
MATHILDA PARK IMPROVEMENTS PROJECT

I am the Chief Operations Officer [title] of KYA Services, LLC [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

08/04/2025 [date], at Santa Ana [city], CA [state]

(Signature and Title of Authorized Representative)

Jonathan Williams, COO

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 Orange)

On 08/04/2025 before me, Krumm Hang, Notary Public
(insert name and title of the officer)

personally appeared Jonathan Williams,
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.

KRUMM HANG
Notary Public - California
Orange County
Commission # 2514140
My Comm. Expires Mar 11, 2029

Signature Krumm Hang (Seal)

(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

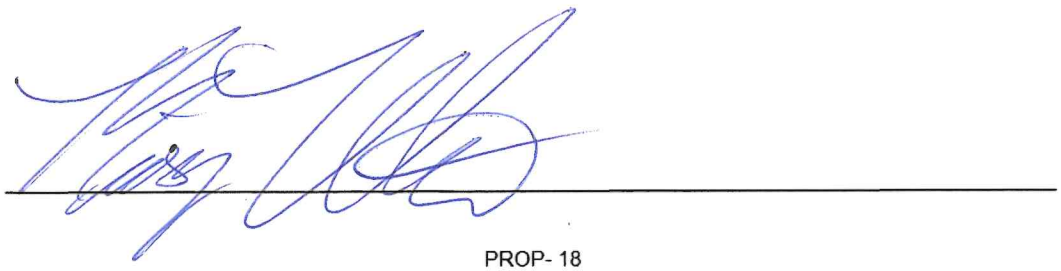
The bidder Ikya Services, LLC,
proposed subcontractor Ikya Services, LLC., The Labor Solutions, Flex Gram
hereby certifies that he has_____, has not X, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, 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 filling requirements.

805 West Landscape, Stantec, Fence Factory.

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.

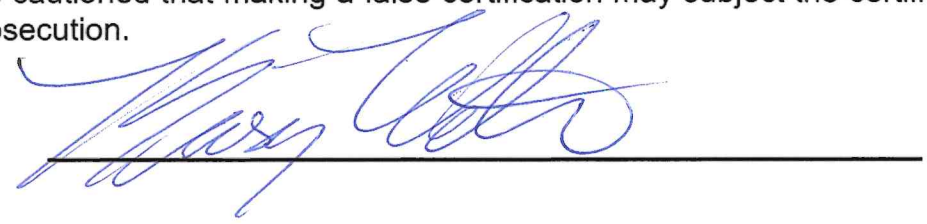


PUBLIC CONTRACT CODE

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 X 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?

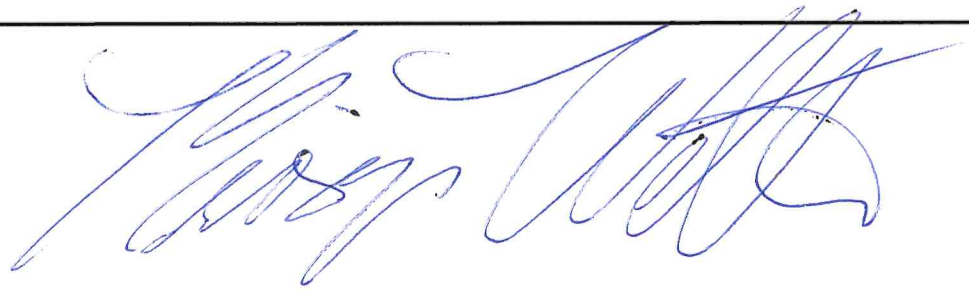
Yes _____ No X

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

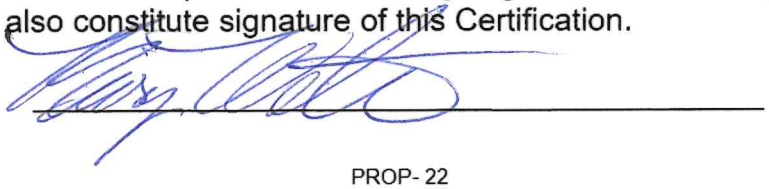
The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- 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.

Vendor Name/Financial Institution (Printed)
Kya Services, LLC
By (Authorized Signature)

Printed Name and Title of Person Signing	
Krisyn Willett - Project Executive	
Date Executed	*Executed in*
8/12/25	Goleta, CA

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.

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

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: Kyn Services, LLC

BY: Krisyn Willett Date: 8/12/25

Signature [signature] Title Project Executive

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

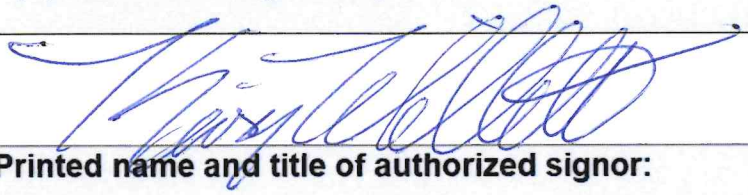
SAPC Information Notice 22-15

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 Kya Services, LLC (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.

Contractor/Provider Name (Printed):	**Contract Number (s):**
Kya Services, LLC	661-619-0396
By (Authorized Signature):	
	
Printed name and title of authorized signor:	
Krisyn Willett - Project Executive	
Date of Signed Attestation of Compliance:	8/12/25

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.

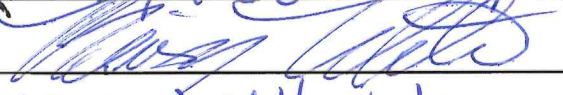
☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

☒ 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: Kya Services, LLC

Signature: 

Name: Krisyn Willett

Title: Project Executive

Date: 8/12/25

NOTE TO BIDDER: Failure to complete all items on this page may cause rejection of your bid.

CONTRACTOR'S CERTIFICATION ON FEDERAL CONTRACT REQUIREMENTS

I hereby certify that I have reviewed the federal construction contract-related requirements imposed on the Contractor(s) of CDBG Grant Program-funded construction projects and fully understand all my obligations if the project is awarded to me.

Project Name: Mathilda Park Improvements Project

Location: 321 Mathilda Dr., Goleta Santa Barbara, CA 9311?

Amount of Bid: $ Four hundred four thousand, eight hundred ninety-seven dollars and fifty-seven cents. $404,897.57

Name of Bidder Kya Services, LLC

Print Name and Title Krisyn Willett - Project Executive

Street Address 3111 Landco Dr.

City, State Zip Code Bakersfield, CA 93308

Signature

Attachment 3

Exhibit B

Western State Builders, Inc. Bid Proposal for Mathilda Park Improvements Project

SECTION III PROPOSAL

BID PROPOSAL
FOR
MATHILDA PARK IMPROVEMENTS PROJECT

TO THE CITY OF GOLETA ("City"):

In accordance with City's Notice Inviting Sealed Bids, the undersigned Bidder herby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the **MATHILDA PARK IMPROVEMENTS 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

MATHILDA PARK IMPROVEMENTS 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: Western State Builders, Inc.

Type of Entity: Corporation
(corporation, partnership, etc.)

State of Incorporation / Organization: California

Mailing Address: 2141 Orange Ave.

City, State, Zip: Escondido, CA 92029

Physical Address: Same as above
(must be included even if PO box is used for mailing)

City, State, Zip: _____

Telephone Number: Area Code (760) 546-2405

Email Address: estimating@westernstatebuilder.com

California Contractor License No. 1069677

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. 1000706410

California Contract License Classification(s) A, B, D12, D34

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 **MATHILDA PARK IMPROVEMENS 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 1. (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.

MATHILDA PARK IMPROVEMENTS 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.

MATHILDA PARK IMPROVEMENTS PROJECT

CITY PROJECT NUMBER: **9113**

CONTRACTOR: Western State Builders

SCHEDULE OF BASE BID ITEMS

ITEM NO.	*	ITEM	UNIT	EST. QUANT.	UNIT PRICE	AMOUNT
1	(P)	MOBILIZATION, BONDS & INSURANCE	LS	1	38,000.00	38,000.00
2	(P)	CONSTRUCTION SURVEYING & STAKING	LS	1	1,900.00	1,900.00
3		PLACEMENT AND MAINTENANCE OF BEST MANAGEMENT PRACTICES (BMP'S)	LS	1	2,500.00	2,500.00
4	(P)	TEMPORARY FENCING	LF	210	2,500.00	2,500.00
5	(P)	CLEARING AND GRUBBING	LS	1	22,750.00	22,750.00
6		DEMOLISH EXISTING PLAY SURFACING	SF	1,560	2.48	3,868.50
7	(P)	DEMOLISH EXISTING PLAY EQUIPMENT	LS	1	4,850.00	4,850.00
8		DEMOLISH EXISTING FENCING	LF	96	43.75	4,200.00
9		DEMOLISH EXISTING WALKS	SF	1,120	18.98	21,257.60
10		SAWCUT & DEMOLISH CONCRETE CURB/GUTTER	SF	20	187.50	3,750.00
11		SAWCUT & DEMOLISH ASPHALT	SF	10	375.00	3,750.00
12		UNSUITABLE MATERIAL	CY	20	105.00	2,100.00

ITEM NO.	*	ITEM	UNIT	EST. QUANT.	UNIT PRICE	AMOUNT
13		ROUGH GRADING EXCAVATION	CY	43	105	4,515.00
14		ROUGH GRADING FILL	CY	34	132.35	4,499.90
15		CONCRETE WALKS	SF	980	45.15	44,247.00
16		EDGING AND CONCRETE PATH RETENTION CURB EDGING	LF	60	73.53	4,411.80
17		CONCRETE GRASS MOW CURB EDGING	LF	80	73.53	5,882.40
18		CONCRETE PLAYGROUND CURB	LF	145	73.53	10,661.85
19		WOOD RAIL FENCING	LF	96	237.35	22,785.60
20		PRE-CAST CONCRETE STORM DRAIN INLETS	EA	4	625.00	2,500.00
21		STORM DRAIN PIPING	LF	112	94.59	10,594.08
22		MODIFY EXISTING INLET STUCTURE	LS	1	1,500.00	1,500.00
23		UNDERSIDEWALK DRAIN	LS	1	5,225.00	5,225.00
24		CONCRETE CURB & GUTTER REPLACEMENT AT UNDERSIDEWALK DRAIN	SF	20	375.00	7,500.00
25		ASPHALT PAVING PATCHBACK	SF	10	350.00	3,500.00
26	(P)	PLAYGROUND EQUIPMENT INSTALLATION	LS	1	42,500.00	42,500.00
27		PLAYGROUND RUBBER SURFACING	SF	1,555	35.91	55,840.05

ITEM NO.	*	ITEM	UNIT	EST. QUANT.	UNIT PRICE	AMOUNT
28		SITE FURNITURE - PICNIC TABLE	EA	1	5,000.00	5,000.00
29		SITE FURNITURE - TRASH RECEPTACLE	EA	2	3,135.00	6,270.00
30		IRRIGATION – POP-UP HEADS	EA	29	104.50	3,030.50
31		IRRIGATION – TREE BUBBLERS	EA	7	165.00	1,155.00
32		IRRIGATION – DRIP ZONE KIT RCV	EA	3	1,045.00	3,135.00
33		IRRIGATION – DRIP IRRIGATION	SF	3,220	2.91	9,370.20
34		IRRIGATION – REMOTE CONTROL VALVE ASSEMBLY	EA	6	1,045.00	6,270.00
35		IRRIGATION – QUICK COUPLER VALVE	EA	5	434.50	2,172.50
36		IRRIGATION – BALL VALVES	EA	1	2,750.00	2,750.00
37		IRRIGATION – MASTER VALVE	EA	1	3,850.00	3,850.00
38		IRRIGATION – FLOW SENSOR	EA	1	3,850.00	3,850.00
39		IRRIGATION – CONTROLLER ASSEMBLY	EA	1	21,450.00	21,450.00
40	(P)	IRRIGATION – SOLAR ARRAY	LS	1	29,975.00	29,975.00
41		IRRIGATION - MAINLINE PIPE	LF	200	17.32	3,464.00
42		IRRIGATION - LATERAL PIPE	LF	620	15.12	9,374.40

ITEM NO.	*	ITEM	UNIT	EST. QUANT.	UNIT PRICE	AMOUNT
43	(P)	LANDSCAPE – SOIL AMENDMENTS & FERTILIZER	LS	1	4,070.00	4,070.00
44		LANDSCAPE - 1 GAL SHRUBS	EA	177	33.00	5,841.00
45		LANDSCAPE - 5 GAL SHRUBS	EA	48	82.00	3,936.00
46		LANDSCAPE - 15 GAL SHRUBS	EA	12	308.00	3,696.00
47		LANDSCAPE – PLANTING 24" BOX TREES	EA	2	935.00	1,870.00
48		LANDSCAPE – SOD	SF	1,034	3.58	3,701.72
49		LANDSCAPE – MAINTENANCE PERIOD (90 DAYS)	Month	3	4,950.00	14,850.00
50		LANDSCAPE – MULCH	SF	3,220	1.25	4,025.00
		TOTAL (BID ITEMS #1 TO #50)				$490,695.10

* **NOTES:**
(P) DENOTES PARTIAL PAYMENT

TOTAL BASE BID: BID ITEMS #1 TO #50 $490,695.10

NOTES:
1) The City of Goleta shall determine the lowest responsible, responsive bidder based on the lowest total of the Base Bid.

2) The City of Goleta, if it chooses to award, shall award the contract to the lowest responsible, responsive bidder based on the criteria listed in Note 1 above.

3) The Contractor must submit bids for all Base Bid items. No response or a response of zero on any bid items will be deemed a non-responsive bid.

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
27	667261	1000002700	10%	Robertson Industry 2140 E. Cedar St. Tempe, AZ 85281
31-50	1046099	1000547076	14%	Jas landscape inc. 2225 River ridge Rd. Oxnard, CA

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: City of Los Alamitos
   Agency Address: 3191 Katella Ave. Los Alamitos, CA 90720
   Telephone: 562-431-3538 x 300
   Contact Person: Irving Montenegro
   Contract Amount: $1,143,346.24

2. Name of Agency: City of Encinitas
   Agency Address: 505 S. Vulcan Ave Encinitas, CA 92024
   Telephone: 760-943-2230
   Contact Person: Ben Strnker
   Contract Amount: $554,545.79

3. Name of Agency: City of Moreno Valley
   Agency Address: 14075 Frederick St. Moreno Valley, CA 92553
   Telephone: 951-413-3704
   Contact Person: Allen Yun
   Contract Amount: $337,519.44

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

Acrisure 33302 Valle Rd. San Juan Capistrano, CA 92675 949-348-2000

Maloney and Associates 435 W Grand Ave Escondido, CA 92025 760-738-2610

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 Western State Builders, Inc.

Business Address 2141 Orange Ave. Escondido, CA 92029

Telephone 760-546-2405

State Contractor's License No. and Class 1069677 A, B, D12, D31

Original Date Issued 10/9/2020 Expiration Date 10/31/2026

DIR Registration No: 1000706410

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:

James Jared Moen, President/Secretary, 2141 Orange Ave. Escondido, CA 92029

760-703-6024

Julian Moen, Vice President/Treasurer, 2141 Orange Ave. Escondido, CA 92029

760-270-8634

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

N/A

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

Western State Builders

I declare under penalty of perjury under the laws of the State of California that the above representations are true and correct. Executed this 11 day of August, 2025, at Escondido California.

Signature and Title of Bidder
or Authorized Representative

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 San Diego

On August 11, 2025 before me, Heather Anne Garcia, Notary Public,
(Here insert name and title of the officer)

personally appeared Julian P Dillavou-Moen,

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.

Heather Garcia
Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ■ Corporate Officer
  Julian P. Dillavou-Moen, Vice President
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

2008 Version CAPA v12.10.07 800-873-9865 www.NotaryClasses.com

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:

8/11/2025

Signature and Title of Bidder or Authorized Representative

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California

County of San Diego

On August 11, 2025 before me, Heather Anne Garcia, Notary Public,
(Here insert name and title of the officer)

personally appeared Julian P Dillavou-Moen,

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.

Heather Garcia
Signature of Notary Public

(Notary Seal)

HEATHER ANNE GARCIA
Notary Public · California
San Diego County
Commission # 2497273
My Comm. Expires Aug 11, 2028

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☒ Corporate Officer
  Julian P. Dillavou-Moen, Vice President
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

BID BOND FOR:

MATHILDA PARK IMPROVEMENTS PROJECT

KNOW ALL PERSONS BY THESE PRESENTS that [Bidder] WESTERN STATE BUILDERS, INC. as PRINCIPAL, and NATIONWIDE MUTUAL INSURANCE COMPANY, a corporation organized under the laws of the State of OHIO 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 11TH day of AUGUST, 2025.

PRINCIPAL: WESTERN STATE BUILDERS, INC.

(Address) 2141 ORANGE AVENUE

ESCONDIDO, CA 92029

BY: _____

JULIAN P. DILLAVOU-MOEN, VICE PRESIDENT

(Signature and Title of Authorized Officer)

BY: _____

(Signature and Title of Authorized Officer)

SURETY: NATIONWIDE MUTUAL INSURANCE COMPANY

(Address) 1100 LOCUST STREET, DEPARTMENT 2006

DES MOINES, IA 50391-2006

BY: _____

MICHELE KIRSTEN GIESING, ATTORNEY-IN-FACT

(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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of SAN DIEGO

On AUGUST 11, 2025 *Date* before me, SANDRA FIGUEROA, NOTARY PUBLIC *Here Insert Name and Title of the Officer*,

personally appeared MICHELE KIRSTEN GIESING *Name(s) of Signer(s)*,

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

SANDRA FIGUEROA
COMM. # 2499159
SAN DIEGO COUNTY
NOTARY PUBLIC-CALIFORNIA
MY COMMISSION EXPIRES
SEPTEMBER 22, 2028

Place Notary Seal and/or Stamp Above

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 _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MICHELE KIRSTEN GIESING	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator	☐ Trustee ☐ Guardian of Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of SAN DIEGO

On August 11, 2025 (Date) before me, SANDRA FIGUEROA, NOTARY PUBLIC (Here Insert Name and Title of the Officer),

personally appeared JULIAN P. DILLAVOU-MOEN (Name(s) of Signer(s))

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

SANDRA FIGUEROA
COMM. # 2499159
SAN DIEGO COUNTY
NOTARY PUBLIC-CALIFORNIA
MY COMMISSION EXPIRES
SEPTEMBER 22, 2028

Place Notary Seal and/or Stamp Above

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 _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: JULIAN P. DILLAVOU-MOEN	Signer's Name: _____
☒ Corporate Officer – Title(s): VICE PRESIDENT	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator	☐ Trustee ☐ Guardian of Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2017 National Notary Association

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

HELEN MALONEY; JOHN G MALONEY; MARK D IATAROLA; MICHELE KIRSTEN GIESING; SANDRA FIGUEROA;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss
On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 11TH day of AUGUST, 2025.

Assistant Secretary

BDJ 1(04-24)00

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: Western State Builders, Inc.

License No.: 1069677 Class A, B, D12, D31 Expiration date: 10/31/2026

DIR Registration No.: 1000706410

Date 8/11/2025 Signature

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 San Diego

On August 11, 2025 before me, Heather Anne Garcia, Notary Public,
(Here insert name and title of the officer)

personally appeared Julian P Dillavou-Moen,

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.

Heather Garcia
Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☒ Corporate Officer
  Julian P. Dillavou-Moen, Vice President
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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- Securely attach this document to the signed document

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 11 day of August, 2025, at Escondido, California.

Signature: _____

Name: Julian Moen

Title: Vice President

Name of Company: Western State Builders, Inc.

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 San Diego

On August 11, 2025 before me, Heather Anne Garcia, Notary Public,
(Here insert name and title of the officer)

personally appeared Julian P Dillavou-Moen,

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.

Heather Garcia
Signature of Notary Public

(Notary Seal)

HEATHER ANNE GARCIA
Notary Public - California
San Diego County
Commission # 2497273
My Comm. Expires Aug 11, 2028

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☒ Corporate Officer

Julian P. Dillavou-Moen, Vice President
(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

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- Securely attach this document to the signed document

NON-COLLUSION DECLARATION
FOR
MATHILDA PARK IMPROVEMENTS PROJECT

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

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

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

8/11/25 [date], at Escondido [city], CA [state]

(Signature and Title of Authorized Representative)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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WITNESS my hand and official seal.

Heather Garcia

Signature of Notary Public

(Notary Seal)

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- ■ Corporate Officer

Julian P. Dillavou-Moen, Vice President
(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
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- Securely attach this document to the signed document

(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 Western State Boilers, Inc., proposed subcontractor _____, hereby certifies that he has Y, 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 filling 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.

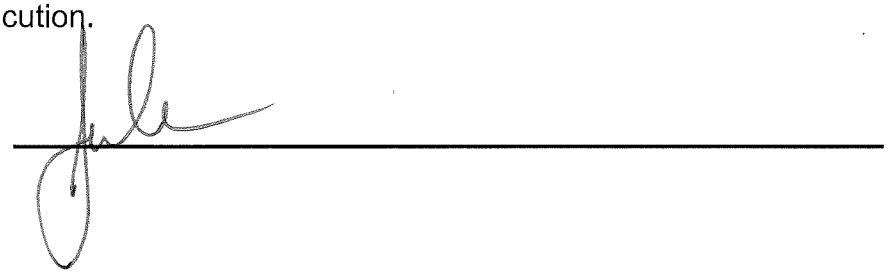
Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report 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.



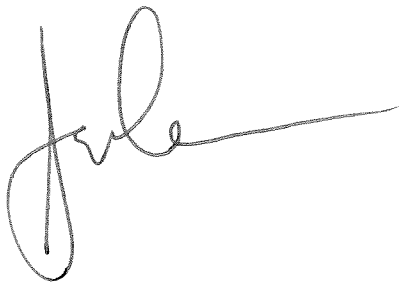
PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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.

Vendor Name/Financial Institution (Printed)
Western State Builders, Inc.
By (Authorized Signature) 8/11/2025

Printed Name and Title of Person Signing	
Julian Moen, Vice President	
Date Executed	*Executed in*
8/11/2025	Escondido, CA

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.

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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County of San Diego

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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.

Heather Garcia

Signature of Notary Public

(Notary Seal)

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(Title or description of attached document)

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Julian P. Dillavou-Moen, Vice President
(Title)

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- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

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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: Western State Builders, Inc.

BY: Julian Moen Date: 8/11/2025

Signature _____ Title Vice President

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California

County of San Diego

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(Here insert name and title of the officer)

personally appeared Julian P Dillavou-Moen,

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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.

Heather Garcia
Signature of Notary Public

(Notary Seal)

HEATHER ANNE GARCIA
Notary Public · California
San Diego County
Commission # 2497273
My Comm. Expires Aug 11, 2028

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  Julian P. Dillavou-Moen, Vice President
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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 Western State Builders, Inc. (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.

Contractor/Provider Name (Printed):	**Contract Number (s):**
Western State Builders, Inc.	25-05
By (Authorized Signature):	
Printed name and title of authorized signor:	
Julian Moen, Vice President	
Date of Signed Attestation of Compliance:	8/11/2025

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.*

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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.

Heather Garcia

Signature of Notary Public

(Notary Seal)

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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: Western State Builders, Inc.

Signature: [signature]

Name: Julian Moen

Title: Vice President

Date: 8/11/2025

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California Environmental Protection Agency

Air Resources Board

January 1, 2025

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

WESTERN STATE BUILDERS INC

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2026**

Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

174367

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

100

NOTE TO BIDDER: Failure to complete all items on this page may cause rejection of your bid.

CONTRACTOR'S CERTIFICATION ON FEDERAL CONTRACT REQUIREMENTS

I hereby certify that I have reviewed the federal construction contract-related requirements imposed on the Contractor(s) of CDBG Grant Program-funded construction projects and fully understand all my obligations if the project is awarded to me.

Project Name: Mathilda Park Improvements Project

Location: Mathilda Park - City of Goleta

Amount of Bid: $ 490,695.10

Name of Bidder Western State Builders, Inc.

Print Name and Title Julian Noen, Vice President

Street Address 2141 Orange Ave.

City, State Zip Code Escondido, CA 92029

Signature 8/11/2025

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Attachment 3

Exhibit C
Western State Builders Inc. Formal Bid Protest-Mathilda Park Improvements Project
Project Number: 25-05

August 15, 2025

WESTERN STATE BUILDERS INC.

2141 ORANGE AVE ESCONDIDO CA
LICENSE: 1069677

City of Goleta
Public Works Department
130 Cremona Drive, Suite B
Goleta, CA 93117

Attn: Purchasing Officer / City Engineer

Subject: Formal Bid Protest – Mathilda Park Improvements Project
Project Number: 25-05

Dear David Anaya

Western State Builders ("Protester") respectfully submits this formal protest regarding the apparent low bidder, **KYA Services, LLC**, for the **Mathilda Park Improvements Project**, pursuant to the applicable provisions of California Public Contract Code and the bid documents issued by the City of Goleta.

Basis for Protest
This protest is based on the following grounds:

1. Noncompliance with California Public Contract Code – Self-Performance Requirement

Under **California Public Contract Code § 4104 and § 4114**, and standard public contracting practices, a prime contractor is required to **self-perform at least 50% of the work** on any public works project. This requirement ensures that the general contractor has the capacity, experience, and licensure to execute the scope of work and is not merely acting as a broker.

The bid submitted by **KYA Services, LLC**, indicates that the entirety of the project's scope—**site furnishings, concrete, playground installation, earthwork, site utilities, BMPs, and temporary fencing**—is to be performed by its listed subcontractor: **The Labor Solutions LLC**. This would result in **KYA Services, LLC self-performing none of the core work**, in direct violation of California's 50% self-performance rule.

2. Subcontractor Licensing and Qualification Issues

Per the bid documents and specifications, the contractor or subcontractor responsible for installing the playground equipment must be a **manufacturer-certified installer for Play and Park Systems**.

The Labor Solutions LLC, as listed by KYA Services, LLC, holds licenses in the following classifications:

- **C-15: Flooring and Floor Covering Contractor**
- **C-54: Ceramic and Mosaic Tile Contractor**
- **B: General Building Contractor**

However, **they do not hold any license required for**:

- **Earthwork**
- **Site Utilities**
- **Playground Installation** (as required by the specifications)
- **Concrete installation**

Furthermore, **The Labor Solutions LLC is not certified by Play and Park Systems**, as required per Spec Section 904-1.7 for installation of specified playground systems.

Allowing an unqualified and improperly licensed subcontractor to complete regulated or safety-sensitive scopes of work directly violates California licensing laws and places the City at legal and operational risk.

Request for Relief

In light of the issues detailed above, Western State Builders respectfully requests the following:

1. **Disqualification of KYA Services, LLC** as a non-responsive and non-responsible bidder due to:
    - Failure to comply with self-performance requirements.
    - Use of improperly licensed and unqualified subcontractor(s).
    - Failure to comply with technical bid specifications (certified playground installer requirement).
2. **Award of the contract to Western State Builders**, the next lowest responsive and responsible bidder, whose bid complies fully with all bid specifications and applicable law.

Conclusion

Western State Builders submits this protest in good faith and in the interest of maintaining fair and lawful public bidding processes. The issues identified herein materially affect the responsiveness and responsibility of KYA Services, LLC and warrant the City's close and immediate review.

Please confirm receipt of this protest and advise of any hearings, deadlines, or meetings where we may present supporting documentation or testimony. We appreciate your attention to this important matter and look forward to the City's prompt resolution in accordance with the law and the public interest.

Sincerely,
Western State Builders

8/15/2025

Attachments (if applicable):

- Copy of KYA Services, LLC Bid Proposal
- CSLB License Records for The Labor Solutions LLC
- Bid Specifications (relevant excerpts)
- Western State Builders Bid Package

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.

CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 1001904

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 8/15/2025 1:38:55 PM

Business Information

THE LABOR SOLUTION LLC
1800 E MCFADDEN AVE STE 4
SANTA ANA, CA 92705
Business Phone Number:(714) 823-9882

Entity Ltd Liability
Issue Date 03/16/2015
Expire Date **03/31/2027**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- C15 - FLOORING AND FLOOR COVERING
- C-61 / D12 - SYNTHETIC PRODUCTS
- C54 - TILE (CERAMIC AND MOSAIC)
- B - GENERAL BUILDING

* NO D34
* NO D06 for concrete
* Spec say certified Play N Park - They are not.

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with HARCO NATIONAL INSURANCE COMPANY.
Bond Number: 0794260
Bond Amount: $25,000
Effective Date: 01/01/2023
Contractor's Bond History

LLC EMPLOYEE/WORKER BOND

This license filed a LLC Employee/Worker Bond with EVEREST REINSURANCE COMPANY.
Bond Number: ES00003102
Bond Amount: $100,000
Effective Date: 08/07/2024
LLC Employee/Worker Bond History

Bond of Qualifying Individual

- This license filed Bond of Qualifying Individual number **ES00017776** for FABIAN OROZCO in the amount of **$25,000** with EVEREST REINSURANCE COMPANY.
  Effective Date: 01/13/2025

- The qualifying individual KEVIN MICHAEL KOSCHIK certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
  Effective Date: 11/05/2020

- This license filed Bond of Qualifying Individual number **0846094** for MARIO SALVATORE DIVINCENZO in the amount of **$25,000** with HARCO NATIONAL INSURANCE COMPANY.
  Effective Date: 11/15/2023

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND
Policy Number:9338091
Effective Date: 10/08/2022
Expire Date: 10/08/2025
Workers' Compensation History

Workers' compensation classification code(s):
51461 - Cabinet/Fixtures Installation
52051 - Concrete/Cement Work-sidewalks-high wage
95212 - Floor Covering

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

The board does not verify or investigate the accuracy of classification codes displayed.

Liability Insurance Information

This license has liability insurance with LIBERTY MUTUAL INSURANCE COMPANY
Policy Number: BKS62171785
Amount: $1,000,000
Effective Date: 01/01/2025
Expiration Date: 01/01/2026
Liability Insurance History

Miscellaneous Information

- 12/14/2015 - CONTRACTOR HIS LETTER SENT

Other

- Personnel listed on this license (current or disassociated) are listed on other licenses.

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B. Installer Qualifications: Company that specializes in installation of playgrounds. Provide list of at least five (5) playgrounds that installer has completed in the last five (5) years, including project addresses and City reference information. Listed projects should be for public agency(s), with components that are similar in scale and type.

1. Shall be a qualified certified playground installer and hold a current certification from the playground manufacturer, Park & Play Structures, at the time of bid.

904-1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver, handle, and store equipment to project site without damaging components

B. Store materials in a dry, covered area, elevated above grade.

904-2 EQUIPMENT

904-2.1 MANUFACTURERS

A. Refer to plan sheet LC001

904-2.2 PLAYGROUND EQUIPMENT - GENERAL

A. Design Assumptions: Because the safety of the playground depends on strict conformance to the design criteria, this information is provided for Contractor's information.
   1. If deviations from specified dimensions, especially fall heights, is required, obtain approval prior to proceeding; follow approval request procedure as specified for substitutions.

B. Install all footings and equipment per the manufacturer’s installation instructions found in Appendix M
   1. Playground protective surfacing constitutes a resilient layer installed over a subbase (non-resilient) that is installed over subgrade; top of footings and anchorage devices is to be covered by full depth of resilient portion of protective surfacing.
   2. Protective Surfacing Depth: As indicated on drawings.

C. Label each equipment item with permanent labels stating age group that equipment was designed for, manufacturer identification, and warning labels in accordance with ASTM F1487.

904-2.3 SIGNAGE

A. Provide signage indicating “Warning – Entering this area can expose you to chemicals known to the State of California to cause cancer, birth defects or other reproductive harm. For more information go to www.P65warnings.ca.gov”

Attachment 3

Exhibit D
Lanak & Hanna Representing KYA Services, LLC Bid Protest Response,
Mathilda Park Improvements Project Bid Number 25-05: August 12, 2025

lanak&hanna

Colin K. McCarthy
Attorney at Law
ckmccarthy@lanak-hanna.com

File No. 33155

September 3, 2025

VIA OVERNIGHT MAIL

Deborah Lopez
City Clerk
City of Goleta
130 Cremona Drive
Goleta, CA 93117
cityclerkgroup@cityofgoleta.org

RE: Bid Protest Response, Mathilda Park Improvements Project
Bid Number 25-05: August 12, 2025

Dear City Clerk,

We represent KYA Services, LLC (KYA) in matters related to the above-referenced Project and associated bid. We are writing in response to the bid protest submitted by Western State Builders, Inc. on August 15, 2025, and your August 27, 2025, correspondence to KYA. Although your correspondence references a formal hearing set for October 7, 2025, the Bid Specifications require that any formal response to bid protest be received within 10 days of notice of said protest. Please let this letter serve as KYA's formal response. We also intend to participate in the October 7th hearing to present KYA's position on the protest.

Please note that KYA understands that Western State is challenging the *responsiveness* of KYA's bid, although their protest letter claims that KYA is also a *non-responsible* bidder. Neither of the protest grounds addressed in Western State's letter go to bidder responsibility and therefore we do not address that conclusory statement. *See Pub. Contract Code* §1103.

LEGAL BASIS FOR BID PROTEST

California law limits the grounds that may be asserted in a bid protest. The basis for any protest of a contract award is derived from statute, specifically *Public Contract Code* section 10345. Subdivision (a) applies to low bid awards, commonly referred to as invitation for bid solicitations. To succeed on a protest under subdivision (a), the law requires that the protestant establish it was "the lowest responsible bidder meeting the specifications for the contract…." *Pub. Contract Code*, § 10345(a)(2). The protestant bears the burden of proof and must establish each fact essential to the claim of relief it is seeking. Evid. Code, § 500. The standard of proof to be applied is a preponderance of the evidence. Evid. Code, § 115; see also, *Baxter Healthcare Corp v. Denton* (2004) 120 Cal.App.4th 333, 364-368.

Western State Builders Protest is meritless and should be summarily rejected. Western State protests on two separate and infirm, responsiveness grounds.

THERE IS NO 50% SELF PERFORMANCE REQUIREMENT ON CALIFORNIA PUBLIC WORKS PROJECTS

First, Western State illogically argues that KYA failed to comply with alleged self-performance requirements set forth in the *Public Contract Code*. Specifically, Western State cites *Public Contract Code* Sections 4104 and 4114 for the proposition that KYA must self-perform at least 50% of the work on any public works projects.

This contention is patently false. Neither Section 4104, nor Section 4114 have anything to do with self-performance. Section 4104 is the Subletting and Subcontracting Fair Practices Act. which requires a public works prime contractor to list the name, address, and license numbers of any subcontractor performing work in excess of ½ of 1% of the bid price. This is to prevent bid-shopping and bid-peddling. Nowhere in Section 4104 does it specify a self-performance requirement for the bidding prime contractor.

Likewise, nothing in *Public Contract Code* Section 4114 addresses a self-performance requirement for a public works bidding prime contractor. Section 4114 deals with the delegation of authority by a **county board of supervisors** to a certain designated officer, which is wholly inapplicable here. It is part of the Subletting and Subcontracting Fair Practices Act, cited above.

Nowhere in Section 4114 is there a requirement that a bidding prime contractor self-perform 50% of the bid project work.

We are aware of no legal authority that requires a bidding public works prime contractor to self-perform 50% of the project work. Nothing in the Bid Solicitation requires this and in fact it is quite common for bidding public works prime contractors to self-perform less than 50% of the bid work.

Because nothing in the *Public Contract Code*, nor City's Bid Solicitation, mandates a 50% self-performance requirement, Western State's bid protest on this basis should be summarily rejected.

THE LABOR SOLUTION IS A LICENSED "B" GENERAL BUILDING CONTRACTOR AND CERTIFIED PLAYGROUND INSTALLER

Lastly, Western State contends that KYA's bid must be rejected because they claim that The Labor Solution is not qualified to perform earthwork, site utilities concrete installation and playground installation (as required by the specifications).

First, as Western State concedes, The Labor Solution is a licensed "B" General Building Contractor. By definition, a "B" contractor can perform earthwork, site utilities and concrete work. *Business and Professions Code* Section 7057(a) specifically provides:

> "Except as provided in this section, a general building contractor is a contractor whose principal contracting business is in connection with any structure built, being built, or to be built, for the support, shelter, and enclosure of persons, animals, chattels, or movable property of any kind, requiring in its construction the use of at least two unrelated building trades or crafts, or to do or superintend the whole or any part thereof."

The only restrictions on a General Building Contractor pertain to framing/carpentry (not applicable here), fire protection (not applicable here), and well drilling (not applicable here), as set forth Section 7057(b)-(c).

Because Labor Solution is a fully qualified "B" General Building Contractor, it is fully licensed and qualified to perform the trade work properly listed in KYA's bid.

Second, Western States contends that the Labor Solution is not qualified to perform playground installation, as required by the Bid Specifications. Specifically, Western States contends that The Labor Solution is not certified by Play and Park Systems as required by Specification Section 904-1.7.

This claim is likewise patently false. The Labor Solution is qualified to install playground equipment. The Labor Solution has installed playground equipment for multiple public works owners, including KYA and has in fact been certified by Play and Park Systems as an installer well before to bid time. This information has been specifically confirmed with The Labor Solution.

Although not required by Bid documents, KYA is in the process of obtaining an actual copy of the certification prior to the October 7th hearing.

CONCLUSION

Western State Builders cannot meet its burden in its protest because none of the grounds of protest have any merit. Because KYA is the lowest responsive and responsible bidder, we hereby request that the City award the contract to KYA.

We are available to answer any questions that you may have and look forward to addressing the Council on October 7th.

Sincerely,

COLIN K. MCCARTHY, LEED A.P.
Principal Attorney at Law for the Firm

cc: Client
Isaac Rosen, Attorney
Winnie Cai, Assistant City Attorney
Grant Orbach, City Counsel
Nina Buelna, Public Works Director
Western State Builders

lanak&hanna

Colin K. McCarthy
Attorney at Law
ckmccarthy@lanak-hanna.com

File No. 33155

September 9, 2025

VIA OVERNIGHT MAIL

Deborah Lopez
City Clerk
City of Goleta
130 Cremona Drive
Goleta, CA 93117
cityclerkgroup@cityofgoleta.org

RE: Bid Protest Response, Mathilda Park Improvements Project
Bid Number 25-05: August 12, 2025

Dear City Clerk,

We represent KYA Services, LLC (KYA) in matters related to the above-referenced Project and associated bid. We are writing as a follow-up to our prior response dated September 3, 2025, to provide the City with the attached Certification hereby certifying The Labor Solutions, LLC as a professional installer for playground equipment.

We are available to answer any questions that you may have and look forward to addressing the Council on October 7th.

Sincerely,

COLIN K. MCCARTHY, LEED A.P.
Principal Attorney at Law for the Firm

cc: Client
Isaac Rosen, Attorney
Winnie Cai, Assistant City Attorney
Grant Orbach, City Counsel
Nina Buelna, Public Works Director
Western State Builders

{2502 33155}

ATTACHMENT

play&park structures®
A PLAYCORE Company

CERTIFICATE OF ACHIEVEMENT

THIS CERTIFICATE IS PROUDLY PRESENTED TO

The Labor Solutions, LLC

Has successfully completed a course in techniques and procedures required for proper installation of Play and Park Structures playground Equipment

In recognition of the successful completion of this training and in acknowledgement for a certified installer, The Labor Solutions, LLC is hereby designated

OFFICIAL CERTIFIED INSTALLER

By receipt of this designation, The Labor Solutions, LLC agrees to install Play and Park Structures playground equipment in accordance with Play and Park Structures specifications and installation instructions

This Designation is effective for the City of Fresno – West Park: Pre-K Play Structure and DSA Upgrades
In witness whereof, we have affixed our signature this 15th day of July 2025

Play and Park Structures
CERTIFIED
Professional Installer

Kim Blackwood
Kim Blackwood
VP of Customer Satisfaction and Compliance

Spencer Cheak
Spencer Cheak
Group President

ATTACHMENT 4

Public Works Construction Contract with KYA Services, LLC

Docusign Envelope ID: 334E78D3-3978-4912-B119-F59AE03E3DCD

PUBLIC WORKS CONTRACT
BETWEEN THE CITY OF GOLETA
AND
KYA SERVICES, LLC

This Public Works Contract (herein referred to as "CONTRACT") is made and entered into by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **KYA SERVICES, LLC**, a California Limited Liability Company (hereinafter referred to as "CONTRACTOR").

SECTION A. RECITALS

1. Pursuant to the Notice Inviting Sealed Bids for the Mathilda Park Improvements Project, bids were received, publicly opened, and declared on the date specified in the notice.

2. On October 7, 2025, Goleta's City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR and the City Council, approved this CONTRACT and authorized the City Manager to execute the CONTRACT with CONTRACTOR for furnishing labor, equipment, and material for the Mathilda Park Improvements Project in the City of Goleta.

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

SECTION B. TERMS

1. **GENERAL SCOPE OF WORK: CITY agrees to engage CONTRACTOR and CONTRACTOR** agrees to furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the Mathilda Park Improvements Project in the City of Goleta. The work shall be performed in accordance with the Plans and Specifications (and as generally described in the "Notice Inviting Sealed Bids," attached as Exhibit A) and in accordance with bid prices set forth in CONTRACTOR'S Bid Proposal (attached as Exhibit B) and in accordance with the instructions of the City Engineer, or City's Manager's designee.

2. **INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY:** The contract documents for the aforesaid project, a complete set of which is on file with the Goleta City Clerk's Office, shall consist of the Notice Inviting Bids, Instructions to Bidders, Bid Proposal, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with this CONTRACT and all required bonds, insurance certificates, permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work

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

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

4. **TIME OF PERFORMANCE:** CONTRACTOR agrees to complete the work within the timeframe specified in the Contract Documents from the date of the notice to proceed. By signing this CONTRACT, CONTRACTOR represents to CITY that the contract time is reasonable for completion of the work and that CONTRACTOR will complete such work within the contract time. In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay CITY as liquidated damages, not as a penalty, the sum of $6,700 per day for each and every day of unauthorized delay beyond the completion date, which amount shall be deducted from any payments due or to become due the CONTRACTOR.

5. **PREVAILING WAGES:**

   A. Pursuant to Labor Code Sections §§1720 *et seq.*, including but not limited to sections 1771, 1774 and 1775, and as specified in Title 8, California Code of Regulations, Section 16000 et seq., CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees

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to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

B. In accordance with Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at http://www.dir.ca.gov/DLSR/PWD. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

C. CITY directs CONTRACTOR's attention to Labor Code Sections 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

D. Labor Code Section 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

(1) When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or

(2) When the number of apprentices in training in the area exceeds a ratio of one to five, or

(3) When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or

(4) When assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

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

E. CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs

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registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

F. CONTRACTOR and any subcontractor must comply with Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices.

G. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations (DIR), ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

H. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this CONTRACT. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.

6. **LEGAL HOURS OF WORK:** CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Except as provided by Labor Code Section 1815, the CONTRACTOR shall, as a penalty to the CITY, forfeit twenty five dollars ($25) for each worker employed in the execution of the Contract by the CONTRACTOR or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 (commencing at Section 1810) of the California Labor Code.

7. **TRAVEL AND SUBSISTENCE PAY**: CONTRACTOR agrees to pay travel and subsistence pay to each worker needed to execute the work required by this CONTRACT as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

8. **CONTRACTOR'S LIABILITY:** The CITY and its officers, agents and employees (“Indemnitees”) shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of

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

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

a. CONTRACTOR will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.

b. CONTRACTOR will promptly pay any judgment rendered against CONTRACTOR or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of CONTRACTOR hereunder, and CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.

c. In the event Indemnitees are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for damages or other claims arising out of or in connection with the work, operation or activities hereunder, CONTRACTOR agrees to pay to Indemnitees and any all costs and expenses incurred by Indemnitees in such action or proceeding together with reasonable attorneys' fees.

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

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

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

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

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

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

9. **THIRD-PARTY CLAIMS:** In accordance with Public Contracts Code Section 9201, CITY will promptly inform CONTRACTOR regarding third-party claims against CONTRACTOR, but in no event later than ten (10) business days after CITY receives such claims. Such notification will be in writing and forwarded in accordance with the “Notice” section of this CONTRACT. As more specifically detailed in the contract documents, CONTRACTOR agrees to indemnify and defend the City against any third-party claim.

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

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11. **INSURANCE:** With respect to performance of work under this CONTRACT, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications.

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

13. **INDEPENDENT CONTRACTOR:** CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.

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

15. **LICENSES:** CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this CONTRACT any licenses, permits, insurance, and approvals which are legally required of CONTRACTOR to practice its profession. CONTRACTOR shall maintain a City of Goleta business license, if required under CITY ordinance.

16. **RECORDS:** CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this CONTRACT and such other records as may be deemed necessary by CITY or any authorized representative, and will be retained for three

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years after the expiration of this CONTRACT. All such records shall be made available for inspection or audit by CITY at any time during regular business hours.

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

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

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

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

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

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

CONTRACTOR
3111 Landco Drive
Bakersfield, CA 93308
Attn: Krisyn Willett, Project Executive

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

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

23. **PAPER PRODUCTS AND PRINTING REQUIREMENTS:** To the extent this contract provides paper products, and printing and writing paper for the City, CONTRACTOR must meet quality standards and criteria specified in SB 1383, Sections 22150-22154 of the Public Contract Code and 16 Code of Federal Regulations (CFR) Section 260.12 by:
    a. If fitness and quality are equal, provide recycled products, instead of nonrecycled products whenever recycled products are available at the same or a lesser total cost than nonrecycled items.
    b. Provide paper products and printing and writing paper that meet Federal Trade Commission recyclability standard as defined in 16 CFR Section 260.12.
    c. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the paper products and printing and writing

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paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the paper products, printing and writing paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.

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

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

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

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

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

28. **GOVERNING LAW:** This CONTRACT shall be governed by the laws of the State of California, and exclusive venue for any action involving this CONTRACT will be in Santa Barbara County. For the avoidance of doubt, the Parties agree that CONTRACTOR shall comply with any requirement of the contract documents applicable to federally funded contracts that is not exclusively applicable to Federal-aid Highway Construction Contracts under applicable law and that where reference is made to a federal-aid construction contract, such reference shall include non-Federal-aid Highway Construction Contracts except where applicable law only requires such provisions in connection with Federal-aid Highway Construction Contracts.

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

This CONTRACT is executed on this _____ day of _____, at Goleta, California, and effective as of _____ _____, 2025.

CITY OF GOLETA:

_____
Robert Nisbet, City Manager

ATTEST:

_____
Deborah Lopez, City Clerk

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:
Scott Shapses
8E54D649018644D...
Scott Shapses, Deputy City Attorney

CONTRACTOR:

Signed by:
576C99DE393C436...
Jonathan Williams, Chief Operating Officer

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

Krisyn Willett

(661) 557-8807

DocuSigned by:
krisyn willett
839F58F760884A2...
Krisyn Willett, Project Executive

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State of California License No.

984827

Department of Industrial Relations Registration No.

Business Phone No.

(661) 977-6779

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EXHIBIT A
NOTICE INVITING SEALED BIDS

Docusign Envelope ID: 334E78D3-3978-4912-B119-F59AE03E3DCD

NOTICE TO CONTRACTORS
INVITING SEALED BIDS
FOR THE
MATHILDA PARK IMPROVEMENTS PROJECT

City Project Number: 9113

PUBLIC NOTICE IS HEREBY GIVEN that the City of Goleta ("CITY"), invites sealed bids for the above stated project and will receive such bids via electronic transmission on the City of Goleta PlanetBids portal site until **Tuesday, August 12, 2025,** at **3:00 P.M. PST.** 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/2025-1/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

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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 MATHILDA PARK IMPROVEMENTS 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.

This is a federally assisted project and Davis-Bacon (DBRA) requirements will be strictly enforced. Federal Labor Standards provisions HUD-4010 will be incorporated into the successful bidder's contract and is attached hereto to this bid packet. Contractors, including all subcontractors and apprentices, must be eligible to participate. Federal Wage Determination No. CA20250014-Mod. #7 and State of California Prevailing Wage Index 2025-1 are incorporated herein. All labor is required to be paid at a rate not less than the greater of the current Federal Davis-Bacon Prevailing Wage or the State of California Prevailing Wage Determination made by the California Director of Industrial Relations. Review *HUD Form 4010, Federal Labor Standards Provisions*.

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This project is also subject to Section 3-Economic Opportunities to Low and Very-Low Income Persons and Business Concerns. Bidders seeking Section 3 preference must submit a Business Certification Form and required documentation. For more information regarding Section 3, visit www.hud.gov/sites/documents/11SECFAQS.PDF.

This project is also subject to the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. BABA requires that products purchased in connection with infrastructure projects (construction, alteration, maintenance, or repair) funded by Federal financial assistance programs must be produced in the United States. This includes iron and steel, manufactured products, and construction materials. This applies to projects with a total cost of $250,000 or more.

In addition to providing us with all the federally mandated documentation regarding labor, you will be required to provide detailed invoices, receipts, and any other documentation that will prove the expenses are eligible and part of the project.

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

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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 or register on the CITY's website (www.cityofgoleta.org).

CITY OF GOLETA

_____

Deborah S. Lopez, City Clerk

Published:

Santa Barbara Independent: July 17, 2025 and July 24, 2025

END OF NOTICE TO CONTRACTORS

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EXHIBIT B
BID PROPOSAL

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MATHILDA PARK IMPROVEMENTS PROJECT

CITY PROJECT NUMBER: 9113

CONTRACTOR: KVA Services LLC

SCHEDULE OF BASE BID ITEMS

ITEM NO.	*	ITEM	UNIT	EST. QUANT.	UNIT PRICE	AMOUNT
1	(P)	MOBILIZATION, BONDS & INSURANCE	LS	1	—	$8,806.90
2	(P)	CONSTRUCTION SURVEYING & STAKING	LS	1	—	$11,816.52
3		PLACEMENT AND MAINTENANCE OF BEST MANAGEMENT PRACTICES (BMP'S)	LS	1	—	$8805.77
4	(P)	TEMPORARY FENCING	LF	210	$59.14	$12,418.67
5	(P)	CLEARING AND GRUBBING	LS	1	—	$5,042.33
6		DEMOLISH EXISTING PLAY SURFACING	SF	1,560	$3.09	$4816.02
7	(P)	DEMOLISH EXISTING PLAY EQUIPMENT	LS	1	—	7612.69
8		DEMOLISH EXISTING FENCING	LF	96	38.57	3702.28
9		DEMOLISH EXISTING WALKS	SF	1,120	5.77	6458.42
10		SAWCUT & DEMOLISH CONCRETE CURB/GUTTER	SF	20	178.18	3563.59
11		SAWCUT & DEMOLISH ASPHALT	SF	10	324.38	3243.76
12		UNSUITABLE MATERIAL	CY	20	395.90	7917.97

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ITEM NO.	*	ITEM	UNIT	EST. QUANT.	UNIT PRICE	AMOUNT
13		ROUGH GRADING EXCAVATION	CY	43	112	4816.02
14		ROUGH GRADING FILL	CY	34	255.42	8684.21
15		CONCRETE WALKS	SF	980	25.54	25,032.60
16		EDGING AND CONCRETE PATH RETENTION CURB EDGING	LF	60	152.43	9145.87
17		CONCRETE GRASS MOW CURB EDGING	LF	80	117.22	9377.83
18		CONCRETE PLAYGROUND CURB	LF	145	98.80	14,326.62
19		WOOD RAIL FENCING	LF	96	110.28	10,586.42
20		PRE-CAST CONCRETE STORM DRAIN INLETS	EA	4	2884.09	11,556.37
21		STORM DRAIN PIPING	LF	112	100.38	11,242.09
22		MODIFY EXISTING INLET STUCTURE	LS	1	—	2753.34
23		UNDERSIDEWALK DRAIN	LS	1	—	5251.83
24		CONCRETE CURB & GUTTER REPLACEMENT AT UNDERSIDEWALK DRAIN	SF	20	200.40	4008.01
25		ASPHALT PAVING PATCHBACK	SF	10	450.47	4504.70
26	(P)	PLAYGROUND EQUIPMENT INSTALLATION	LS	1	—	21,673.91
27		PLAYGROUND RUBBER SURFACING	SF	1,555	40.62	63,165.37

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ITEM NO.	*	ITEM	UNIT	EST. QUANT.	UNIT PRICE	AMOUNT
28		SITE FURNITURE - PICNIC TABLE	EA	1	—	5627.62
29		SITE FURNITURE - TRASH RECEPTACLE	EA	2	5287.82	10,575.63
30		IRRIGATION – POP-UP HEADS	EA	29	197.05	5714.37
31		IRRIGATION – TREE BUBBLERS	EA	7	364.88	2554.16
32		IRRIGATION – DRIP ZONE KIT RCV	EA	3	1035.62	3106.85
33		IRRIGATION – DRIP IRRIGATION	SF	3,220	2.45	7875.66
34		IRRIGATION – REMOTE CONTROL VALVE ASSEMBLY	EA	6	947.92	5687.49
35		IRRIGATION – QUICK COUPLER VALVE	EA	5	696.64	3483.19
36		IRRIGATION – BALL VALVES	EA	1	—	2106.85
37		IRRIGATION – MASTER VALVE	EA	1	—	2268.14
38		IRRIGATION – FLOW SENSOR	EA	1	—	2617.60
39		IRRIGATION – CONTROLLER ASSEMBLY	EA	1	—	11,483.19
40	(P)	IRRIGATION – SOLAR ARRAY	LS	1	—	7,182.12
41		IRRIGATION - MAINLINE PIPE	LF	200	27.68	5536.95
42		IRRIGATION - LATERAL PIPE	LF	620	9.70	6,016.52

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ITEM NO.	*	ITEM	UNIT	EST. QUANT.	UNIT PRICE	AMOUNT
43	(P)	LANDSCAPE – SOIL AMENDMENTS & FERTILIZER	LS	1	—	2972.44
44		LANDSCAPE - 1 GAL SHRUBS	EA	177	27.47	4861.69
45		LANDSCAPE - 5 GAL SHRUBS	EA	48	80.86	3881.04
46		LANDSCAPE - 15 GAL SHRUBS	EA	12	323.42	3881.04
47		LANDSCAPE – PLANTING 24" BOX TREES	EA	2	1166.33	2332.65
48		LANDSCAPE – SOD	SF	1,034	3.91	4040.18
49		LANDSCAPE – MAINTENANCE PERIOD (90 DAYS)	Month	3	1250.67	3752.01
50		LANDSCAPE – MULCH	SF	3,220	2.18	7,010.07
		TOTAL (BID ITEMS #1 TO #50)				$ 404,897.57

* **NOTES:**
(P) DENOTES PARTIAL PAYMENT

TOTAL BASE BID: BID ITEMS #1 TO #50 $ 404,897.57

NOTES:

1) The City of Goleta shall determine the lowest responsible, responsive bidder based on the lowest total of the Base Bid.

2) The City of Goleta, if it chooses to award, shall award the contract to the lowest responsible, responsive bidder based on the criteria listed in Note 1 above.

3) The Contractor must submit bids for all Base Bid items. No response or a response of zero on any bid items will be deemed a non-responsive bid.

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21F6

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/15/2025

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

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

PRODUCER
AON RISK SERVICES SOUTH INC
3550 LENOX ROAD NORTHEAST
SUITE 1700
ATLANTA GA 30326

CONTACT NAME: Aon Risk Services, Inc of Florida
PHONE (A/C, No, Ext): 833-506-1544 **FAX (A/C, No):**
EMAIL ADDRESS: work.comp@trinet.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Indemnity Insurance Company of North America	43575
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TriNet Group, Inc. L/C/F Kya services, LLC
1 Park Place, Suite 600
Dublin, CA 94568-7983

COVERAGES **CERTIFICATE NUMBER:** 15931828 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DEC ☐ RETENTION $			*APPROVED* *By Alicia Cabrera at 1:20 pm, Sep 08, 2025*	AC		EACH OCCURRENCE AGGREGATE 	$ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WLR_C73187874	07/01/2025	07/01/2026	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT 	$ 2,000,000 $ 2,000,000 $ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation coverage is limited to worksite employees of Kya services, LLC through a co-employment agreement with TriNet HR II-A, Inc.
Waiver of subrogation in favor of CITY OF GOLETA as required by written contract.

CERTIFICATE HOLDER

CITY OF GOLETA
130 CREMONA DR
GOLETA, CA 93117

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Aon Risk Services South Inc

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Workers' Compensation and Employers' Liability Policy

Named Insured TriNet Group, Inc. L/C/F Kya services, LLC 1 Park Place, Suite 600 Dublin, CA 94568-7983	Endorsement Number
	Policy Number Symbol: WLR Number: C73187874
Policy Period 07/01/2025 **TO** 07/01/2026	Effective Date of Endorsement 08/15/2025
Issued By (Name of Insurance Company) Indemnity Insurance Company of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while

engaged in the work described in the Schedule.

Schedule

1. (X) Specific Waiver
   Name of person or organization:

   CITY OF GOLETA
   130 CREMONA DR
   GOLETA, CA 93117

   ( ) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:

   The premium charge for this endorsement shall be INCLUDED percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium: INCLUDED

Authorized Representative

Docusign Envelope ID: 334E78D3-3978-4912-B119-F59AE03E3DCD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/27/2025

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

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

PRODUCER
ERM Insurance Brokers LLC
111 Corporate Drive, Suite 200
Ladera Ranch CA 92694

License#: 0M63276

CONTACT NAME: MaryCruz Facundo
PHONE (A/C, No, Ext): 949-596-0291 **FAX (A/C, No):** 949-222-0445
E-MAIL ADDRESS: mfacundo@alkemeins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins.Co. of	19445
INSURER B : Lexington Insurance Company	19437
INSURER C : Westchester Surplus Lines Insurance Company	10172
INSURER D : Starr Indemnity & Liability Company	38318
INSURER E : The Hanover Insurance Company	22292
INSURER F :	

INSURED
KYA Services LLC
1800 E. McFadden Ave.
Santa Ana CA 92705
KYASERV-01

COVERAGES **CERTIFICATE NUMBER:** 1696180290 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	6952470	9/1/2025	9/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PER PROJECT AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ $15,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	4629084	9/1/2025	9/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp./Collision Ded.	$ 1,000,000 $ $ $ $ $250/500
D	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0.00	Y	Y	1000588259251	9/1/2025	9/1/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
E B C	Leased/Rented Equipment Contractor's Professional Pollution Liability			RH3J97393500 031565759 G74302567002	2/27/2025 6/8/2025 10/11/2024	2/27/2026 6/8/2026 10/11/2025	Ded.$2,500 Deductible $15,000 Aggregate/Each Occ	$250,000 $2mil/4mil $2mil/4mil

APPROVED
By Alicia Cabrera at 1:23 pm, Sep 08, 2025
AC

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEXUAL MISCONDUCT & MOLESTATION LIABILITY POLICY NUMBER: MR25ACNE LITMIT: $3,000,000 DED: $75,000

RE: MATHILDA PARK IMPROVEMENTS PROJECT CITY PROJECT NO. 9113 Certificate holder/additional insured continued: City of Goleta and its officers,
agents and employees.

CERTIFICATE HOLDER

City of Goleta
130 Cremona Drive
Goleta CA 93117

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Docusign Envelope ID: 334E78D3-3978-4912-B119-F59AE03E3DCD

POLICY NUMBER: **6952470**

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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Docusign Envelope ID: 334E78D3-3978-4912-B119-F59AE03E3DCD

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

1. Your acts or omissions; or

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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Docusign Envelope ID: 334E78D3-3978-4912-B119-F59AE03E3DCD

POLICY NUMBER: **6952470**

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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Docusign Envelope ID: 334E78D3-3978-4912-B119-F59AE03E3DCD

ENDORSEMENT

This endorsement, effective 12:01 A.M. **09/01/2025**

forms a part of Policy No. **6952470**

issued to KYA SERVICES, LLC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

AMENDMENT OF LIMITS OF INSURANCE
(Per Project or Per Location Aggregate Limit)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

I. Your policy is amended to include either a Per Project General Aggregate Limit, a Per Location General Aggregate Limit or a Per Project and Per Location General Aggregate Limit. Please select only *one* of the following:

[X] **Per Project General Aggregate Limit**	$ 4,000,000
[ ] **Per Location General Aggregate Limit**	$
[ ] **Per Project and Per Location General Aggregate Limit**	$

IF NEITHER OF THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID. IF MORE THAN ONE OF THE THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID.

II. **SECTION III - LIMITS OF INSURANCE** , is amended to include the following:

1. The Limits of Insurance and the rules below fix the most we will pay regardless of the number of:

- **a.** Insureds;
- **b.** Claims made or "suits" brought; or
- **c.** Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- **a.** Medical expenses under Coverage **C**;
- **b.** Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the products-completed operations hazard"; and
- **c.** Damages under Coverage **B.**

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- **a.** Damages under Coverage **A**; and
- **b.** Medical expenses under Coverage **C**

Docusign Envelope ID: 334E78D3-3978-4912-B119-F59AE03E3DCD

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to **5.** above, the Damage to Premises Rented To You Limit is the most we will pay under Coverage **A** because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. Subject to **2.**, **4.**, **5.**, **6.**, and/or **7.** above, the Per Project Aggregate Limit is the most we will pay under Coverages **A**, **B**, and **C** combined for the sum of:

   a. Damages under Coverage **A**;
   b. Damages under Coverage **B**; and
   c. Medical Expenses under Coverage **C**

   arising out of any single Project described above.

9. Subject to **2.**, **4.**, **5.**, **6.**, and/or **7.** above, the Per Location Aggregate Limit is the most we will pay under Coverages **A**, **B**, and **C** combined for the sum of:

   a. Damages under Coverage **A**;
   b. Damages under Coverage **B**; and
   c. Medical expenses under Coverage **C**

   arising out of the any single Location described above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

III. The Limits of Insurance shown in the Declarations are deleted in their entirety and replaced by the Limits of Insurance set forth below.

	Limits of Insurance
General Aggregate Limit	$ 15,000,000
Each Occurrence	$ 2,000,000
Products-Completed Operations Aggregate Limit	$ 4,000,000
Personal & Advertising Injury Limit	$ 2,000,000
Damage to Premises Rented to	$ 300,000
Medical Expense Limit	$ 10,000
Per Project General Aggregate Limit, Per Location General Aggregate Limit or Per Project and Per Location General Aggregate Limit	$ 4,000,000

IV. SECTION V - DEFINITIONS, is amended to include the following:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way railroad.

All other terms and conditions of this policy remain the same.

Authorized Representative or Countersignature (in States Where Applicable)

Docusign Envelope ID: 334E78D3-3978-4912-B119-F59AE03E3DCD

ENDORSEMENT

This endorsement, effective 12:01 A.M. **09/01/2025**
forms a part of Policy No. **6952470**
issued to KYA SERVICES, LLC
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer,**

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer.**

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Authorized Representative

Docusign Envelope ID: 334E78D3-3978-4912-B119-F59AE03E3DCD

POLICY NUMBER: **6952470**

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

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Docusign Envelope ID: 334E78D3-3978-4912-B119-F59AE03E3DCD

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization required to be included as an Additional Insured on this policy pursuant to written contract with the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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Docusign Envelope ID: 334E78D3-3978-4912-B119-F59AE03E3DCD

ENDORSEMENT

This endorsement, effective 12:01 A.M. **09/01/2025**
forms a part of Policy No. **4629084**
issued to **KYA Services LLC**
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSONS OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

I. **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement.

Authorized Representative or Countersignature (in States Where Applicable)

Docusign Envelope ID: 334E78D3-3978-4912-B119-F59AE03E3DCD

ENDORSEMENT

This endorsement, effective 12:01 A.M. **09/01/2025**

forms a part of Policy No. **4629084**

issued to **KYA Services LLC**

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer,**

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders withi n 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer.**

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Authorized Representative

Docusign Envelope ID: 334E78D3-3978-4912-B119-F59AE03E3DCD

ENDORSEMENT

This endorsement, effective 12:01 A.M. **09/01/2025**

forms a part of Policy No. **4629084**

issued to **KYA Services LLC**

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

Authorized Representative or Countersignature (in States Where Applicable)

Docusign Envelope ID: 334E78D3-3978-4912-B119-F59AE03E3DCD

ENDORSEMENT

This endorsement, effective 12:01 A.M. **09/01/2025**

forms a part of Policy No. **4629084**

issued to **KYA Services LLC**

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

(1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and

(2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

AUTHORIZED REPRESENTATIVE

Docusign Envelope ID: 334E78D3-3978-4912-B119-F59AE03E3DCD

POLICY NUMBER: 1000588259251

SCHEDULE OF UNDERLYING INSURANCE:

A. FIRST UNDERLYING INSURANCE POLICY(IES):

COVERAGE	CARRIER: TERM: POLICY NUMBER:	LIMITS		DEFENSE (I/O)
GENERAL LIABILITY	09/01/2025 - 09/01/2026 6952470	$2,000,000 $4,000,000 $4,000,000	Each Occurrence Limit Products-Completed Operations Aggregate Limit Other Aggregate Limit	O
EMPLOYEE BENEFITS LIABILITY	09/01/2025 - 09/01/2026 6953470	$1,000,000 $1,000,000	Each Occurrence Limit Aggregate Limit	
AUTOMOBILE LIABILITY	09/01/2025 - 09/01/2026 4629084	$2,000,000	Combined Single Limit	
EMPLOYERS LIABILITY AOS	09/01/2025 - 09/01/2026 48407311	$2,000,000 $2,000,000 $2,000,000	Each Accident Disease - Policy Limit Disease - Each Employee Limit	
EMPLOYERS LIABILITY CA Only	09/01/2025 - 09/01/2026 48407312	$2,000,000 $2,000,000 $2,000,000	Each Accident Disease - Policy Limit Disease - Each Employee Limit	

Docusign Envelope ID: 334E78D3-3978-4912-B119-F59AE03E3DCD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ENDORSEMENT

This endorsement, effective 12:01 A.M. 09/01/2024 **forms a part of**

Policy No. 4629084 **issued to** KYA Services, LLC

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

"Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person or organizations liability arising out of the use of a covered "auto".

I. **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. – Who Is Insured,** is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement.

AUTHORIZED REPRESENTATIVE

87950 (09/14)

Docusign Envelope ID: 334E78D3-3978-4912-B119-F59AE03E3DCD

ENDORSEMENT

This endorsement, effective 12:01 A.M. 09/01/2024 forms a part of

policy No. 4629084 issued to KYA Services, LLC

by National Union Fire Insurance Company of Pittsburgh, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

74445 (10/99)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ENDORSEMENT

This endorsement, effective 12:01 A.M. 09/01/2024 **forms a part of**

Policy No. 4629084 **issued to** KYA Services, LLC

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

(1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovered funds obtained by any injured employee.

AUTHORIZED REPRESENTATIVE

62897 (6/95)

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 09/01/2024
forms a part of Policy No. 6952470
issued to KYA SERVICES, LLC
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

AMENDMENT OF LIMITS OF INSURANCE
(Per Project or Per Location Aggregate Limit)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

I. Your policy is amended to include either a Per Project General Aggregate Limit, a Per Location General Aggregate Limit or a Per Project and Per Location General Aggregate Limit. Please select only *one* of the following:

[X] **Per Project General Aggregate Limit**	$ 4,000,000
[ ] **Per Location General Aggregate Limit**	$
[ ] **Per Project and Per Location General Aggregate Limit**	$

IF NEITHER OF THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID. IF MORE THAN ONE OF THE THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID.

II. **SECTION III - LIMITS OF INSURANCE** , is amended to include the following:

1. The Limits of Insurance and the rules below fix the most we will pay regardless of the number of:

- **a.** Insureds;
- **b.** Claims made or "suits" brought; or
- **c.** Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- **a.** Medical expenses under Coverage **C**;
- **b.** Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the products-completed operations hazard"; and
- **c.** Damages under Coverage **B.**

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- **a.** Damages under Coverage **A**; and
- **b.** Medical expenses under Coverage **C**

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because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to **5.** above, the Damage to Premises Rented To You Limit is the most we will pay under Coverage **A** because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. Subject to **2.**, **4.**, **5.**, **6.**, and/or **7.** above, the Per Project Aggregate Limit is the most we will pay under Coverages **A**, **B**, and **C** combined for the sum of:

a. Damages under Coverage **A**;
b. Damages under Coverage **B**; and
c. Medical Expenses under Coverage **C**

arising out of any single Project described above.

9. Subject to **2.**, **4.**, **5.**, **6.**, and/or **7.** above, the Per Location Aggregate Limit is the most we will pay under Coverages **A**, **B**, and **C** combined for the sum of:

a. Damages under Coverage **A**;
b. Damages under Coverage **B**; and
c. Medical expenses under Coverage **C**

arising out of the any single Location described above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

III. The Limits of Insurance shown in the Declarations are deleted in their entirety and replaced by the Limits of Insurance set forth below.

	Limits of Insurance
General Aggregate Limit	$ 15,000,000
Each Occurrence	$ 2,000,000
Products-Completed Operations Aggregate Limit	$ 4,000,000
Personal & Advertising Injury Limit	$ 2,000,000
Damage to Premises Rented to	$ 300,000
Medical Expense Limit	$ 10,000
Per Project General Aggregate Limit, Per Location General Aggregate Limit or Per Project and Per Location General Aggregate Limit	$ 4,000,000

IV. SECTION V - DEFINITIONS, is amended to include the following:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way railroad.

All other terms and conditions of this policy remain the same.

Authorized Representative or Countersignature (in States Where Applicable)

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 09/01/2024
forms a part of Policy No. 6952470
issued to KYA SERVICES, LLC
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ECONOMIC SANCTIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

AUTHORIZED REPRESENTATIVE

Docusign Envelope ID: 334E78D3-3978-4912-B119-F59AE03E3DCD

POLICY NUMBER: 6952470

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into.	**Per the contract or agreement.**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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POLICY NUMBER: 6952470

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

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POLICY NUMBER: 6952470

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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ATTACHMENT 5

Public Works Construction Management, Inspection, and Material Testing Agreement
with Vanir Construction Management, Inc.

Docusign Envelope ID: BCAD5B59-D693-4941-A773-04F6E584A87E

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF GOLETA AND VANIR CONSTRUCTION MANAGEMENT, INC.

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this _____ day of _____ , 2025, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **VANIR CONSTRUCTION MANAGEMENT, INC.,** a California Corporation (herein referred to as "CONSULTANT").

SECTION A. RECITALS

1. The CITY has a need for professional Construction Management services for the Mathilda Park Improvements Project; and

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

3. The CITY procured these services in compliance with Goleta Municipal Code Section 3.05.260; and

4. The City Council, on this _____ day of _____, 2025, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

SECTION B. TERMS

1. RETENTION AS CONSULTANT

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

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional Construction Management Services in conjunction with Mathilda Park Improvements Project shall generally include Construction Management, Inspection, and Material Testing as more

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particularly set forth in the Scope of Work, attached as Exhibit “A,” and incorporated herein.

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

3. COMPENSATION AND PAYMENT

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of $100,275.00 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2026, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

4. EXTRA SERVICES

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to writing in advance of the incurrence of extra services by CONSULTANT. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in Exhibit B, if one is included as part of this agreement. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

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5. CITY PROJECT MANAGER AND SERVICES BY CITY

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

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to June 30, 2026, unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

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

7. OWNERSHIP OF DOCUMENTS

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

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

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

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9. HOLD HARMLESS AND INDEMNITY

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

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

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

10. INSURANCE

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

Insurance shall include the following (or broader) coverage:

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

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

b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of $1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.

c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of $1,000,000 per accident or disease.

d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of $1,000,000 per claim.

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

a) Except for professional liability insurance, CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.

b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.

c) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

d) Except for professional liability insurance, liability coverage shall be primary and non-contributing with any insurance maintained by CITY.

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e) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.

f) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.

g) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.

h) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.

i) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

11. RELATIONSHIP OF CONSULTANT TO CITY

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

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12. CORRECTIONS

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

13. TERMINATION BY CITY

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

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

15. AUDIT OF RECORDS

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

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16. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17. CONFLICT OF INTEREST

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

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

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21. NONDISCRIMINATION

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

22. TAXPAYER IDENTIFICATION NUMBER

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

23. NON-APPROPRIATION OF FUNDS

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

24. MODIFICATION OF AGREEMENT

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

25. USE OF THE TERM “CITY”

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

26. PERMITS AND LICENSES

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates that

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may be required in connection with the performance of services under this AGREEMENT.

27. CAPTIONS

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

28. AUTHORIZATION

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

29. ENTIRE AGREEMENT BETWEEN PARTIES

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

30. PARTIAL INVALIDITY

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

31. NOTICES

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

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

TO CONSULTANT:
Attention: Robert Lade, P.E.
Senior Construction Manager
Vanir Construction Management, Inc.
735 Tank Farm Road, Suite 230
San Luis Obispo, CA 93401

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32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

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

33. FEDERAL REQUIREMENTS

CDBG financial assistance will be used to fund all or a portion of this contract. The Consultant shall comply with all federal requirements including, but not limited to, the following:

1. 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.

2. Federal Contract Provisions attached hereto as Exhibit “C” and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the contract, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions.

With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

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

CITY OF GOLETA

Robert Nisbet, City Manager

CONSULTANT

DocuSigned by:
Jerry Avalos
E70686294204489...

Jerry Avalos, President

ATTEST

Deborah Lopez, City Clerk

Signed by:
Sam Lee
D2EEE0A23DA0427...

Sam Lee, Chief Financial Officer

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:
Scott Shapses
8E54D649018644D...

Scott Shapses, Deputy City Attorney

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EXHIBIT A

SCOPE OF WORK

CONSULTANT shall provide the City with professional engineering support services to support the employees of the Public Works Department.
CONSULTANT shall work to protect the interests of the City and to provide the highest quality services possible for the City.
CONSULTANT is a qualified professional capable of providing the services listed below to the City. Scope elements include:

Pre-Construction Services:

- Kick-off Meeting
  - Schedule and meet with City Staff to review roles, procedures, responsibilities, and understanding of contract documents and construction issues.
- Review Design Documents
  - Review design documents and identify questions or anticipated conflicts prior to construction.
- Document Control
  - Establish document control procedures and Construction Management procedures to ensure organized, complete, and effective construction management and documentation at the onset and throughout the project duration.
  - Construction Management Integrated Software (CMIS) shall be used for the construction management of this project.
- Pre-Construction Conference
  - Schedule and lead the pre-construction conference with the City, the Design Engineer, Contractor/s, Construction Manager, and other relevant parties prior to construction.
  - Prepare and distribute agendas and minutes of the conference.
- Pre-Construction Condition Documentation
  - Photo and video documentation of the site and adjoining areas in their pre-construction condition.
- Other tasks as necessary

Construction Phase Services:

<u>Construction Management</u>

- Project Communication and Coordination
  - Coordination of project issues with City staff, Design Engineer, Contractor, permitting agencies, external utility agencies, and the general public as needed.
  - Preparation and distribution of meeting minutes.
  - Investigation and inspection of site conditions that differ from those described in the Contract Documents.

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  - Identification and resolution of safety issues.
  - Organization and storage of easily retrievable files, logs, correspondences, agendas, minutes, inspections, and other documents within CMIS to be shared with project team.
- Construction Schedule
  - Review the contractor's construction schedule and verify the schedule is in accordance with contract documents.
  - Track actual vs. planned progress for compliance.
- Submittal Management
  - Utilizing CMIS, coordinate, log, and distribute submittals to the Engineer or appropriate reviewer.
  - Include copies of the submittal logs in the coordination meeting's agenda/minutes, and track status to ensure timely response by the Engineer.
- Requests For Information (RFI) Management
  - Utilizing CMIS Maintain a log system for RFIs.
  - Review RFI's, submittals and change order requests and forward to appropriate parties for review and response/approval.
- Materials Management
  - Verify all materials and appurtenances to arrive on site and incorporated into the project are in accordance with the contract documents and approved submittals prior to ordering.
- Observation
  - Monitor Contractor's daily activities to assure compliance with the contract documents, plans, specifications, and permits.
  - Monitor the Best Management Practices (BMPs) within the project site.
  - Prepare daily inspection reports within CMIS that include information such as weather conditions, workers and equipment present, work accomplished, measured bid item quantities, conversations with Contractor personnel, photographs, and problems encountered or anticipated. Daily inspection reports are to be completed no later than 9AM the following day
  - Inspector will identify non-compliant work, notify the Contractor and City, and inspect Contractor corrective work.
  - Review and approve Contractor's survey layouts
  - Verify line and grade
- Materials Testing
  - Perform compressive testing on concrete footings.
  - Maintain QA/QC materials testing log on CMIS
- Safety

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- Contractor shall be solely responsible for project safety requirements.
- Construction Manager shall notify Contractor and City of any observed deficiencies related to regulatory or Contractor safety standards.
- Check traffic control devices daily

- Jobsite Weekly Progress Meetings
  - Prepare agenda/minutes, lead onsite meetings and distribute through CMIS
- Records Management
  - Photo and video documentation of the site before, during and after construction.
  - Keep record of as-built improvements as construction progresses and provide to design engineer at the end of construction for the purposes of creating a final set of record drawings.
- Public Relations
  - Coordinate with City staff on necessary park closures and detours and implement in field.
- Other tasks as necessary

Construction Contract Administration:

- Contract, Payment Application Review
  - Review of Contractor's contract execution for compliance with contract documentation requirements
  - Payments on progress estimates shall be supported by source documents that represent measured quantities. A complete and accurate pay estimate shall be forwarded to the City for payment.
  - Process progress payment applications through CMIS
  - Maintain a current estimate of overall construction costs.
  - Review Contractor's certified payroll for compliance and conduct labor interviews as required by the Contract Documents.
- Change Order Management
  - Create a preemptive change order list that tracks all items and issues that are likely to become a change order.
  - The preemptive change order list shall be attached to and reviewed in the weekly meeting agenda/minutes, and indicate the type of potential change order, as well as its cost impacts, schedule impacts, and constructability impacts.
  - Review all Contractor's requests for Change Orders to ensure the appropriate procedure was followed and all necessary information was provided. Manage change orders including cost tracking and estimates vs. actual expenditures.

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- Log and distribute to City staff, all Change Orders with supporting documentation such as inspection reports, sketches, photos, engineering analysis, independent cost analysis, or materials necessary for evaluation.
- Make recommendations pertaining to the Change Order request, and upon City review, prepare Change Orders for City staff signature utilizing the City's latest Change Order template, obtain Contractor signature, and facilitate City approval and distribution thereafter.
- Maintain executed Change Order Log on CMIS

- Documentation
  - Completion of daily logs and weekly statement of working days (WSWD) within CMIS.
  - Evaluate and create a Time Impact Analysis (TIA).
- Claims Assistance
  - Review of submittals in support and recommendations for resolution of claims and disputes.
- Other tasks as necessary

Field Inspection:

- Quality Control/Quality Assurance
  - Review and inspection of Contractor's work for compliance with Contract Documents daily.
  - Quality assurance materials testing services including determination and scheduling of materials and performance testing per the Contract Documents.
  - Monitor corrective actions taken by Contractor needed to fix work that is not in compliance with the Contract Documents.
  - Complete daily inspection reports within CMIS that include information such as weather conditions, workers and equipment present, work accomplished, measured bid item quantities, conversations with Contractor personnel, photographs, and problems encountered or anticipated. Daily inspection reports are to be completed no later than 9AM the following day.
  - Provide Certified Playground Safety Inspector (CPSI) to verify that playground meets specified design safety and accessibility requirements. Produce deficiencies list and check that all items are addressed
  - Inspector will identify non-compliant work, notify the Contractor Health and Safety
  - Review of overall Contractor's compliance with workplace safety and health standards and notification of City of non-compliance.
- Other tasks as necessary

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Closeout Post-Construction Phase Services

Final Completion:

- Final Inspection/Punchlist
  - Site inspection to determine if facilities are complete and in compliance with Contract documents.
  - Preparation of punch list within CMIS and inspection of punch list item corrective actions.
  - Recommendation to City as to the release of payments and retention to Contractor.
- Construction Approval/Acceptance
  - Make recommendations to City regarding final project approval and acceptance.
  - Make recommendations to City regarding Contractor's final payment request.
- Record Compilation
  - Preparation and submittal of a complete set of organized construction contract documentation.
  - Review and submittal of complete set of as-built markups to Design Engineer for completion of Record Drawings.
  - Consultant shall be responsible for verifying that all as-builts have been accurately updated prior to submitting the Contractor's payment request. The Consultant shall include a signed certification indicating the as-builts submitted accurately reflect all construction modifications from the design plans set. If the City observes at a later date that as-builts were not accurately updated, the Consultant shall be responsible for updating the as-builts, at the Consultant's cost and no cost to the City.
  - Consultant shall work with the Contractor to obtain all warranty and lien release information.

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EXHIBIT B

SCHEDULE OF FEES

City of Goleta - Mathilda Park Improvements Project Construction Management revised 3/3/25													
		PD		CM		Admin		Testing Lab		Playground Inspector			
		Rob Nash		Robert Lade		Jenn Garcia						Tot. Hrs	Total Cost
			Hours		Hours		Hours		Hours		Hours		
Part One: Pre-Construction Phase												**34**	**$ 6,560**
1.1	Kick-Off Meeting		2		2							4	$ 780
1.2	Review Design Documents		4		16							20	$ 3,780
1.3	Document Control		2		2							4	$ 780
1.4	Pre-Construction Conference		1		1							2	$ 390
1.5	Pre-Construction Condition Documentation				2							2	$ 370
1.6	Other Tasks as necessary						2					2	$ 210
	Reimbursables												$ 250
Part Two: Contruction Phase												**243**	**$ 44,065**
2.1	Project Communication and Coordination		14									14	$ 2,870
2.2	Construction Schedule				12							12	$ 2,220
2.3	Submittal Management				16							16	$ 2,960
2.4	Requests For Information		4		16							20	$ 3,780
2.5	Materials Management				16							16	$ 2,960
2.6	Observation				36							36	$ 6,660
2.7	Materials Testing								50			50	$ 7,500
2.8	Safety				12							12	$ 2,220
2.9	Jobsite Weekly Progress Meetings		7		24							31	$ 5,875
2.10	Records Management				24							24	$ 4,440
2.11	Public Relations				4							4	$ 740
2.12	Other Tasks as necessary						8					8	$ 840
	Reimbursables												$ 1,000
Part Three: Construction Contract Administration												**58**	**$ 11,230**
3.1	Contract, Payment Application Review				16							16	$ 2,960
3.2	Change Order Management		4		12							16	$ 3,040
3.3	Documentation				12							12	$ 2,220
3.4	Claims Avoidance		4		8							12	$ 2,300
3.5	Other Tasks as necessary						2					2	$ 210
	Reimbursables												$ 500
Part Four: Field Inspection												**176**	**$ 32,900**
4.1	Quality Control/Quality Assurance				160							160	$ 29,600
4.2	Other Tasks as necessary										16	16	$ 2,800
	Reimbursables												$ 500
Part Five: Final Completion												28	**$ 5,520**
5.1	Final Inspection/Punchlist				12							12	$ 2,220
5.2	Construction Approval/Acceptance				6							6	$ 1,110
5.3	Record Compilation				8		2					10	$ 1,690
	Reimbursables												$ 500
												305	**$ 100,275.00**
	Hrs	42	Hrs	417	Hrs	14	Hrs	50	Hrs	16	Hrs		
	Rate	$205	Rate	$185	Rate	$105	Rate	$150	Rate	$175	Rate		
	Total	$8,610		$77,145		$1,470		$7,500		$2,800			

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EXHIBIT C

FEDERAL CONTRACT PROVISIONS

During the performance of this contract, Vanir Construction Mangement, Inc. (the "Consultant") shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit. In this Exhibit, the term "Agency" shall mean the local agency entering into this contract with the Consultant.

1. **CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)**

    A. Consultant shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

    B. Affirmative steps shall include:

        i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
        ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
        iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
        iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
        v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

    Consultant shall submit evidence of compliance with the foregoing affirmative steps when requested by the Agency.

    Notwithstanding the foregoing, the affirmative steps requirements detailed above do not apply in the case of a noncompetitive procurement made

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under the emergency exception/exigency exception to competitive procurements.

2. **COST PRINCIPLES (2 C.F.R. PART 200, SUBPART E)**

   A. If any indirect costs will be charged to the Agency under this contract, such costs must conform to the cost principles set forth under the Uniform Rules at 2 C.F.R. Part 200, subpart E ("Cost Principles"). In general, costs must (i) be necessary and reasonable; (ii) allocable to the grant award; (iii) conform to any limitations or exclusions set forth in the Cost Principles; (iv) be adequately documented; and (v) be determined in accordance with generally accepted accounting principles ("GAAP"), except, for state and local governments and Indian tribes only, as otherwise provided for in 2 C.F.R. Part 200, subpart E. 2 C.F.R. § 200.403. Costs that are determined unallowable pursuant to a federal audit are subject to repayment by Consultant.

3. **ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)**

   A. Consultant shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Consultant personnel for the purpose of interview and discussion related to the books and records.

   B. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

   C. The Consultant agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. **REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326**)

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A. Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. If the contract is in excess of $10,000 and the contract does not include provisions for both termination for cause and termination for convenience by the Agency, including the manner by which it will be effected and the basis for settlement, then the following termination clauses shall apply. If the contract is for more than the simplified acquisition threshold (see 2 C.F.R. § 200.88) at the time the contract is executed and does not provide for administrative, contractual, or legal remedies in instances where Contractor violates or breaches the terms of the contract, then the following termination clauses shall apply and have precedence over the contract. Otherwise, the following termination clauses shall not be applicable to the contract.

i. Termination for Convenience. The Agency may, by written notice to Consultant, terminate this contract for convenience, in whole or in part, at any time by giving written notice to Consultant of such termination, and specifying the effective date thereof ("Notice of Termination for Convenience"). If the termination is for the convenience of the Agency, the Agency shall compensate Provider for work or materials fully and adequately provided through the effective date of termination. No amount shall be paid for unperformed work or materials not provided, including anticipated profit. Consultant shall provide documentation deemed adequate by the Agency to show the work actually completed or materials provided by Consultant prior to the effective date of termination. This contract shall terminate on the effective date of the Notice of Termination.

ii. Termination for Cause. If Consultant fails to perform pursuant to the terms of this contract, the Agency shall provide written notice to Consultant specifying the default ("Notice of Default"). If Consultant does not cure such default within ten (10) calendar days of receipt of Notice of Default, the Agency may terminate this contract for cause. If Consultant fails to cure a default as set forth above, the Agency may, by written notice to Consultant, terminate this contract for cause, in whole or in part, and specifying the effective date thereof ("Notice of Termination for Cause"). If the termination is for cause, Consultant shall be compensated for that portion of the work or materials provided which has been fully and

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adequately completed and accepted by the Agency as of the date the Agency provides the Notice of Termination. In such case, the Agency shall have the right to take whatever steps it deems necessary to complete the project and correct Consultant's deficiencies and charge the cost thereof to Consultant, who shall be liable for the full cost of the Agency's corrective action, including reasonable overhead, profit and attorneys' fees.

iii. Reimbursement; Damages. The Agency shall be entitled to reimbursement for any compensation paid in excess of work rendered or materials provided and shall be entitled to withhold compensation for defective work or other damages caused by Consultant performance of the work.

iv. Additional Termination Provisions. Upon receipt of a Notice of Termination, either for cause or for convenience, Consultant shall promptly discontinue the work unless the Notice directs to the contrary. Consultant shall deliver to the Agency and transfer title (if necessary) to all provided materials and completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this contract. Consultant acknowledges the Agency's right to terminate this contract with or without cause as provided in this Section, and hereby waives any and all claims for damages that might arise from the Agency's termination of this contract. The Agency shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed work or materials not provided and shall not be entitled to damages or compensation for termination of work or supply of materials. If Agency terminates this contract for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience. In such event, Consultant shall be entitled to receive only the amounts payable under this Section, and Consultant specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The rights and

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remedies of the Agency provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

B. Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

i. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.

ii. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.

iii. Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such

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other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Consultant‘s legal duty to furnish information.

iv. Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of Consultant’s noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No.11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No.11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. Consultant will include the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless

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exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24,1965, so that such provisions will be binding upon each subcontractor or Consultant. Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or Consultant as a result of such direction, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

C. Appendix II to Part 200 (D) – Davis-Bacon Act; Copeland Act: Not applicable to this contract.

D. Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

i. If this contract is in excess of $100,000 and involves the employment of mechanics or laborers, Consultant shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ii. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such

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workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

iii. In the event of any violation of the clause set forth in paragraph (ii) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.

iv. The Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.

v. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

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E. Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

i. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Agency.

ii. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

iii. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

F. Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of $150,000, Consultant shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

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i. Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

ii. Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

G. Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement

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to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by Agency. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the Agency in writing immediately if Consultant or its subcontractors are not in compliance during the term of this contract.

H. Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this contract is in excess of $100,000, Consultant shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the contract term funding exceeds $100,000.00, Consultant shall file with the Agency the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying.” Consultants that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

I. Appendix II to Part 200 (J) – Procurement of Recovered Materials:

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i. Consultant shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

ii. In the performance of this contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price.

iii. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

5. **MISCELLANEOUS PROVISIONS**

A. The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

B. This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

C. Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

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D. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Agency, Consultant, any subcontractors or any other party pertaining to any matter resulting from the contract.

E. General and Administrative Expenses And Profit For Time And Materials Contracts/Amendments.

i. General and administrative expenses shall be negotiated and must conform to the Cost Principles.

ii. Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Consultant, the Consultant's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

iii. Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Consultant exceeds at its own risk.

ATTACHMENT 6

Mathilda Park Improvements Project Specifications

Notice to Contractors, Bidding Instructions, Proposal, Agreement, Insurance and Bonds, City of Goleta Construction Specifications and Special Provisions for the

MATHILDA PARK IMPROVEMENTS PROJECT

Public Works

Received By:

Luz “Nina” Buelna, P.E.

Public Works Director

The Engineers whose stamp and signature appear herein are in responsible charge of preparing these plans and specifications.

Bids Open: Tuesday, August 12, 2025 at 3:00 P.M. PST

Contact: David Anaya

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.

CITY OF GOLETA

BOOK 1 of 2
BID BOOK

FOR

MATHILDA PARK IMPROVEMENTS PROJECT
CITY PROJECT NO. 9113

City of Goleta

Contract Documents

MATHILDA PARK IMPROVEMENTS PROJECT

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SECTION I

NOTICE TO CONTRACTORS

NOTICE TO CONTRACTORS
INVITING SEALED BIDS
FOR THE
MATHILDA PARK IMPROVEMENTS PROJECT

City Project Number: 9113

PUBLIC NOTICE IS HEREBY GIVEN that the City of Goleta ("CITY"), invites sealed bids for the above stated project and will receive such bids via electronic transmission on the City of Goleta PlanetBids portal site until **Tuesday, August 12, 2025,** at **3:00 P.M. PST.** 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/2025-1/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 MATHILDA PARK IMPROVEMENTS 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.

This is a federally assisted project and Davis-Bacon (DBRA) requirements will be strictly enforced. Federal Labor Standards provisions HUD-4010 will be incorporated into the successful bidder's contract and is attached hereto to this bid packet. Contractors, including all subcontractors and apprentices, must be eligible to participate. Federal Wage Determination No. CA20250014-Mod. #7 and State of California Prevailing Wage Index 2025-1 are incorporated herein. All labor is required to be paid at a rate not less than the greater of the current Federal Davis-Bacon Prevailing Wage or the State of California Prevailing Wage Determination made by the California Director of Industrial Relations. Review *HUD Form 4010, Federal Labor Standards Provisions*.

This project is also subject to Section 3-Economic Opportunities to Low and Very-Low Income Persons and Business Concerns. Bidders seeking Section 3 preference must submit a Business Certification Form and required documentation. For more information regarding Section 3, visit www.hud.gov/sites/documents/11SECFAQS.PDF.

This project is also subject to the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. BABA requires that products purchased in connection with infrastructure projects (construction, alteration, maintenance, or repair) funded by Federal financial assistance programs must be produced in the United States. This includes iron and steel, manufactured products, and construction materials. This applies to projects with a total cost of $250,000 or more.

In addition to providing us with all the federally mandated documentation regarding labor, you will be required to provide detailed invoices, receipts, and any other documentation that will prove the expenses are eligible and part of the project.

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 or register on the CITY's website (www.cityofgoleta.org).

CITY OF GOLETA

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Deborah S. Lopez, City Clerk

Published:

Santa Barbara Independent: July 17, 2025 and July 24, 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, State Standard Specifications, Revised State 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 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. Line Items in PlanetBids will be removed and the bidder shall submit the schedule of bid items using the proposal form in the Contract Documents.

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
MATHILDA PARK IMPROVEMENTS PROJECT

TO THE CITY OF GOLETA ("City"):

In accordance with City's Notice Inviting Sealed Bids, the undersigned Bidder herby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the **MATHILDA PARK IMPROVEMENTS 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

MATHILDA PARK IMPROVEMENTS 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 **MATHILDA PARK IMPROVEMENS 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.

MATHILDA PARK IMPROVEMENTS 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.

MATHILDA PARK IMPROVEMENTS PROJECT

CITY PROJECT NUMBER: **9113**

CONTRACTOR: _____

SCHEDULE OF BASE BID ITEMS

ITEM NO.	*	ITEM	UNIT	EST. QUANT.	UNIT PRICE	AMOUNT
1	(P)	MOBILIZATION, BONDS & INSURANCE	LS	1		
2	(P)	CONSTRUCTION SURVEYING & STAKING	LS	1		
3		PLACEMENT AND MAINTENANCE OF BEST MANAGEMENT PRACTICES (BMP'S)	LS	1		
4	(P)	TEMPORARY FENCING	LF	210		
5	(P)	CLEARING AND GRUBBING	LS	1		
6		DEMOLISH EXISTING PLAY SURFACING	SF	1,560		
7	(P)	DEMOLISH EXISTING PLAY EQUIPMENT	LS	1		
8		DEMOLISH EXISTING FENCING	LF	96		
9		DEMOLISH EXISTING WALKS	SF	1,120		
10		SAWCUT & DEMOLISH CONCRETE CURB/GUTTER	SF	20		
11		SAWCUT & DEMOLISH ASPHALT	SF	10		
12		UNSUITABLE MATERIAL	CY	20		

ITEM NO.	*	ITEM	UNIT	EST. QUANT.	UNIT PRICE	AMOUNT
13		ROUGH GRADING EXCAVATION	CY	43		
14		ROUGH GRADING FILL	CY	34		
15		CONCRETE WALKS	SF	980		
16		EDGING AND CONCRETE PATH RETENTION CURB EDGING	LF	60		
17		CONCRETE GRASS MOW CURB EDGING	LF	80		
18		CONCRETE PLAYGROUND CURB	LF	145		
19		WOOD RAIL FENCING	LF	96		
20		PRE-CAST CONCRETE STORM DRAIN INLETS	EA	4		
21		STORM DRAIN PIPING	LF	112		
22		MODIFY EXISTING INLET STUCTURE	LS	1		
23		UNDERSIDEWALK DRAIN	LS	1		
24		CONCRETE CURB & GUTTER REPLACEMENT AT UNDERSIDEWALK DRAIN	SF	20		
25		ASPHALT PAVING PATCHBACK	SF	10		
26	(P)	PLAYGROUND EQUIPMENT INSTALLATION	LS	1		
27		PLAYGROUND RUBBER SURFACING	SF	1,555		

ITEM NO.	*	ITEM	UNIT	EST. QUANT.	UNIT PRICE	AMOUNT
28		SITE FURNITURE - PICNIC TABLE	EA	1		
29		SITE FURNITURE - TRASH RECEPTACLE	EA	2		
30		IRRIGATION – POP-UP HEADS	EA	29		
31		IRRIGATION – TREE BUBBLERS	EA	7		
32		IRRIGATION – DRIP ZONE KIT RCV	EA	3		
33		IRRIGATION – DRIP IRRIGATION	SF	3,220		
34		IRRIGATION – REMOTE CONTROL VALVE ASSEMBLY	EA	6		
35		IRRIGATION – QUICK COUPLER VALVE	EA	5		
36		IRRIGATION – BALL VALVES	EA	1		
37		IRRIGATION – MASTER VALVE	EA	1		
38		IRRIGATION – FLOW SENSOR	EA	1		
39		IRRIGATION – CONTROLLER ASSEMBLY	EA	1		
40	(P)	IRRIGATION – SOLAR ARRAY	LS	1		
41		IRRIGATION - MAINLINE PIPE	LF	200		
42		IRRIGATION - LATERAL PIPE	LF	620		

ITEM NO.	*	ITEM	UNIT	EST. QUANT.	UNIT PRICE	AMOUNT
43	(P)	LANDSCAPE – SOIL AMENDMENTS & FERTILIZER	LS	1		
44		LANDSCAPE - 1 GAL SHRUBS	EA	177		
45		LANDSCAPE - 5 GAL SHRUBS	EA	48		
46		LANDSCAPE - 15 GAL SHRUBS	EA	12		
47		LANDSCAPE – PLANTING 24” BOX TREES	EA	2		
48		LANDSCAPE – SOD	SF	1,034		
49		LANDSCAPE – MAINTENANCE PERIOD (90 DAYS)	Month	3		
50		LANDSCAPE – MULCH	SF	3,220		
		TOTAL (BID ITEMS #1 TO #50)				$

* **NOTES:**
(P) DENOTES PARTIAL PAYMENT

TOTAL BASE BID: BID ITEMS #1 TO #50 $

NOTES:
1) The City of Goleta shall determine the lowest responsible, responsive bidder based on the lowest total of the Base Bid.

2) The City of Goleta, if it chooses to award, shall award the contract to the lowest responsible, responsive bidder based on the criteria listed in Note 1 above.

3) The Contractor must submit bids for all Base Bid items. No response or a response of zero on any bid items will be deemed a non-responsive bid.

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:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Signature and Title of Bidder or Authorized Representative

BID BOND FOR:

MATHILDA PARK IMPROVEMENTS 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
MATHILDA PARK IMPROVEMENTS 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 filling 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.

Vendor Name/Financial Institution (Printed)
By (Authorized Signature)

Printed Name and Title of Person Signing	
Date Executed	*Executed in*

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.

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

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.

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

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: _____

NOTE TO BIDDER: Failure to complete all items on this page may cause rejection of your bid.

CONTRACTOR'S CERTIFICATION ON
FEDERAL CONTRACT REQUIREMENTS

I hereby certify that I have reviewed the federal construction contract-related requirements imposed on the Contractor(s) of CDBG Grant Program-funded construction projects and fully understand all my obligations if the project is awarded to me.

Project Name: _____

Location: _____

Amount of Bid: $ _____

_____

Name of Bidder _____

_____

Print Name and Title _____

_____

Street Address _____

_____

City, State Zip Code _____

_____

Signature _____

SECTION IV
AGREEMENT

PUBLIC WORKS CONTRACT
BETWEEN THE CITY OF GOLETA
AND
_____

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

SECTION A. RECITALS

1. Pursuant to the Notice Inviting Sealed Bids for the _____ Project, bids were received, publicly opened, and declared on the date specified in the notice.

2. On _____, Goleta's City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR and the City Council approved this CONTRACT and authorized the City Manager to execute the CONTRACT with CONTRACTOR for furnishing labor, equipment, and material for the _____ Project in the City of Goleta.

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

SECTION B. TERMS

1. **GENERAL SCOPE OF WORK: CITY agrees to engage CONTRACTOR and CONTRACTOR** agrees to furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the _____ Project in the City of Goleta. The work shall be performed in accordance with the Plans and Specifications (and as generally described in the "Notice Inviting Sealed Bids," attached as Exhibit A) and in accordance with bid prices set forth in CONTRACTOR'S Bid Proposal (attached as Exhibit B) and in accordance with the instructions of the City Engineer, or City's Manager's designee.

2. **INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY:** The contract documents for the aforesaid project, a complete set of which is on file with the Goleta City Clerk's Office, shall consist of the Notice Inviting Bids, Instructions to Bidders, Bid Proposal, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with this CONTRACT and all required bonds, insurance certificates, permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work

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

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

4. **TIME OF PERFORMANCE:** CONTRACTOR agrees to complete the work within the timeframe specified in the Contract Documents from the date of the notice to proceed. By signing this CONTRACT, CONTRACTOR represents to CITY that the contract time is reasonable for completion of the work and that CONTRACTOR will complete such work within the contract time. In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay CITY as liquidated damages, not as a penalty, the sum of $_____ per day for each and every day of unauthorized delay beyond the completion date, which amount shall be deducted from any payments due or to become due the CONTRACTOR.

5. **PREVAILING WAGES:**

   A. Pursuant to Labor Code Sections §§1720 *et seq.*, including but not limited to sections 1771, 1774 and 1775, and as specified in Title 8, California Code of Regulations, Section 16000 et seq., CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the

prevailing wage laws.

B. In accordance with Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at http://www.dir.ca.gov/DLSR/PWD. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

C. CITY directs CONTRACTOR's attention to Labor Code Sections 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

D. Labor Code Section 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

(1) When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or

(2) When the number of apprentices in training in the area exceeds a ratio of one to five, or

(3) When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or

(4) When assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

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

E. CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such

contributions.

F. CONTRACTOR and any subcontractor must comply with Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices.

G. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations (DIR), ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

H. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this CONTRACT. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.

6. **LEGAL HOURS OF WORK:** CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Except as provided by Labor Code Section 1815, the CONTRACTOR shall, as a penalty to the CITY, forfeit twenty five dollars ($25) for each worker employed in the execution of the Contract by the CONTRACTOR or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 (commencing at Section 1810) of the California Labor Code.

7. **TRAVEL AND SUBSISTENCE PAY**: CONTRACTOR agrees to pay travel and subsistence pay to each worker needed to execute the work required by this CONTRACT as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

8. **CONTRACTOR'S LIABILITY:** The CITY and its officers, agents and employees (“Indemnitees”) shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. CONTRACTOR shall be responsible for any damage or

injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

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

a. CONTRACTOR will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.

b. CONTRACTOR will promptly pay any judgment rendered against CONTRACTOR or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of CONTRACTOR hereunder, and CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.

c. In the event Indemnitees are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for damages or other claims arising out of or in connection with the work, operation or activities hereunder, CONTRACTOR agrees to pay to Indemnitees and any all costs and expenses incurred by Indemnitees in such action or proceeding together with reasonable attorneys' fees.

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

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

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

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

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

9. **THIRD-PARTY CLAIMS:** In accordance with Public Contracts Code Section 9201, CITY will promptly inform CONTRACTOR regarding third-party claims against CONTRACTOR, but in no event later than ten (10) business days after CITY receives such claims. Such notification will be in writing and forwarded in accordance with the “Notice” section of this CONTRACT. As more specifically detailed in the contract documents, CONTRACTOR agrees to indemnify and defend the City against any third-party claim.

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

11. **INSURANCE:** With respect to performance of work under this CONTRACT, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications.

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

13. **INDEPENDENT CONTRACTOR:** CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.

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

15. **LICENSES:** CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this CONTRACT any licenses, permits, insurance, and approvals which are legally required of CONTRACTOR to practice its profession. CONTRACTOR shall maintain a City of Goleta business license, if required under CITY ordinance.

16. **RECORDS:** CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this CONTRACT and such other records as may be deemed necessary by CITY or any authorized representative, and will be retained for three years after the expiration of this CONTRACT. All such records shall be made available for inspection or audit by CITY at any time during regular business hours.

17. **SEVERABILITY:** If any portion of these contract documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render

such portion enforceable and, as so modified, such portion and the balance of this CONTRACT will continue in full force and effect provided that it does not frustrate the mutual intent of the parties herein.

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

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

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

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

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

CONTRACTOR

_____
_____
_____

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

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

23. **PAPER PRODUCTS AND PRINTING REQUIREMENTS:** To the extent this contract provides paper products, and printing and writing paper for the City, CONTRACTOR must meet quality standards and criteria specified in SB 1383, Sections 22150-22154 of the Public Contract Code and 16 Code of Federal Regulations (CFR) Section 260.12 by:
    a. If fitness and quality are equal, provide recycled products, instead of nonrecycled products whenever recycled products are available at the same or a lesser total cost than nonrecycled items.
    b. Provide paper products and printing and writing paper that meet Federal Trade Commission recyclability standard as defined in 16 CFR Section 260.12.
    c. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the paper products and printing and writing paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the paper products, printing and writing paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.

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

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

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

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

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

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

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

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

This CONTRACT is executed on this _____ day of _____, at Goleta, California, and effective as of _____ _____, 20____.

CITY OF GOLETA:

_____
Robert Nisbet, City Manager

ATTEST:

_____
Deborah Lopez, City Clerk

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

_____
Scott Shapses, Deputy City Attorney

CONTRACTOR:

_____
Name, Title

State of California License No.

_____
Department of Industrial Relations Registration No.

_____

Business Phone No.

_____

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

_____

_____

_____
Name, Title

EXHIBIT A
NOTICE INVITING SEALED BIDS

EXHIBIT B
BID PROPOSAL

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 for Minor Construction Projects (Projects under $1,000,000)	$2,000,000 each occurrence $4,000,000 aggregate 5,000,000.00 Umbrella or excess liability Personal Injury: $2,000,000 each occurrence $4,000,000 aggregate 5,000,000.00 Umbrella or excess liability
Commercial General Liability for Major Construction Projects (Projects over $1,000,000)	$5,000,000 each occurrence $10,000,000 aggregate 25,000,000.00 Umbrella or excess liability 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.

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.

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 **MATHILDA PARK IMPROVEMENTS 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.

In the event the Contract is modified, amended, or supplemented in a manner that increases the total Contract price, including but not limited to any Change Order issued pursuant to the Contract, the Contractor shall furnish to the City, at Contractor's sole expense and within fifteen (15) calendar days of such modification, an executed Bond Rider to this Bond reflecting the revised Contract price and increasing the penal sum of this Bond accordingly. The Surety acknowledges and agrees that this obligation to provide a Bond Rider applies to all increases in the Contract amount regardless of whether the Surety has received separate notice of the Contract modification. The Surety further agrees that failure of the Contractor to provide such Bond Rider shall not relieve the Surety of its obligations under this Bond. Nothing in this paragraph shall be construed to limit the City's right to enforce the Bond up to the penal sum then in effect, or to require the City to accept work under a Change Order without such bond adjustment.

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

Individual

Corporate Officer

_____
Title(s)

Partner(s) Limited

General

Attorney-In-Fact

Trustee(s)

Guardian/Conservator

Other:

Signer is representing:

Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

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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 **MATHILDA PARK IMPROVEMENTS 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_____

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COUNTY OF _____

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

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Signature of Notary Public

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CAPACITY CLAIMED BY SIGNER

Individual

Corporate Officer

_____
Title(s)

Partner(s) Limited

General

Attorney-In-Fact

Trustee(s)

Guardian/Conservator

Other:

Signer is representing:

Name Of Person(s) Or Entity(ies)

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END OF LABOR AND MATERIAL PAYMENT BOND

SECTION VI

CITY OF GOLETA CONSTRUCTION SPECIFICATIONS

SECTION VI

CITY OF GOLETA CONSTRUCTION SPECIFICATIONS

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SECTION 1. DEFINITION AND TERMS

1-1.03 **ACCEPTANCE**. Shall mean the formal Acceptance by the City Manager 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 approved by the City Manager.

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.
(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 Section I 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 Manager 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: https://www.dir.ca.gov/OPRL/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) feet 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 $4,000,000 aggregate $5,000,000.00 Umbrella or excess liability Personal Injury: $2,000,000 each occurrence $4,000,000 aggregate

	$5,000,000.00 Umbrella or excess liability
Commercial General Liability for Major Construction Projects (Projects over $1,000,000)	$5,000,000 each occurrence $10,000,000 aggregate $25,000,000.00 Umbrella or excess liability 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.

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 City Manager 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 Manager, 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

MATHILDA PARK IMPROVEMENTS PROJECT
CITY PROJECT NUMBER: 9113

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CITY PROJECT NO. 9113

The Special Provisions contained herein have been prepared by or under the direction of the following Registered Persons.

LANDSCAPE ARCHITECT

_____6/12/25

_____

Christopher B. Dufour, Licensed Landscape Architect
RRM Design Group

ENGINEER OF RECORD:

Civil Engineer 12-31-2026

Robert Camacho

Robert Camacho, Licensed Civil Engineer
RRM Design Group

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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

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SPECIAL PROVISIONS
FOR THE
CITY OF GOLETA
MATHILDA PARK IMPROVEMENTS 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.

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 ABBREVIATIONS:

APS	Accessible Pedestrian Signal
CSC	conductor signal cable
EA	Each
NTP	Notice to Proceed
(P)	Partial Payment
QA	quality assurance
QC	quality control
RSS	Revised Standard Specification
LF	Linear Foot
SF	Square Feet
SY	Square Yards

Add or replace the various items of Section 1-1.07 DEFINITIONS:

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.
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
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 Glossary 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.
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.
3. **Special Provisions:** Specifications specific to the project.

Structure Design: City of Goleta Department of Public Works

Add to Section 1-1.07B Glossary:

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 Section 1-1.12 MISCELLANY with:

1-1.12 MISCELLANEOUS

Make checks and bonds payable to the City of Goleta.

**^^^

2 BIDDING

Add to Section 2-1.01 GENERAL:

2-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 2 BIDDING of the State Standard 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 Section 2-1.03A OBTAINING PLANS AND SPECIFICATIONS:

2-1.03A 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 RESERVED in 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 General 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.

2-1.06A(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 Section 2-1.10A REQUIRED LISTING OF SUBCONTRACTORS:

2-1.10.A 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 Section 2-1.34A WARRANTY BOND:

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.

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 Section 3-1.01A AWARD OF CONTRACT:

3-1.01A 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 shall determine the lowest responsible, responsive bidder based on the lowest total of the Base Bid. The City, if it chooses to award, shall award the contract to the lowest responsible, responsive bidder based on the lowest total of the Base Bid. The Contractor must submit bids for all Base Bid items shown in the Bid Items. No response or a response of zero on any bid items will be deemed a non-responsive bid.

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 faithful performance and payment bonds, to the City 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 CONTRACT EXECUTION 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. Faithful Performance and Payment bonds
3. Documents identified in Section V INSURANCE & BONDS of Book 1 “Bid Book”

The City must receive these documents within ten (10) working days after the bidder has received the contract for execution.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont Code §§ 10181, 10182, and 10183).

^^

4 SCOPE OF WORK

Add to Section 4-1.01 GENERAL:

4-1.01 GENERAL

The Project includes, without limitation, furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work necessary to satisfactorily complete the Project, as more specifically described in the Contract Documents. This Work will be performed in strict conformance with the Contract Documents, permits from regulatory agencies with jurisdiction, and applicable regulations. The quantity of Work to be performed and materials to be furnished are approximations only, being given as a basis for the comparison of Bids. Actual quantities of Work to be performed may vary at the discretion of the Engineer. The project includes replacement of the playground, defined turf space, drought tolerant plant materials, drains under the playground, and adjustments to the alignment of the walkway to meet the American with Disabilities Act (ADA) guidelines and requirements.

Add Section 4-1.05C SIGNIFICANT CHANGES IN THE CHARACTER OF WORK:

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.

Replace *Reserved* in Section 4-1.06A with:

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

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.

No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

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 9-1.12 DISPUTES of the Goleta Construction 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.

Replace Section 4-1.07C Value Analysis Workshop with:

4-1.07C VALUE ANALYSIS WORKSHOP

Not Used

Add to Section 4-1.13 CLEANUP:

The Contractor shall remove all temporary pavement delineation.

Prior to submitting the final payment request, the Contractor shall remove all reference markings (i.e. USA markings, striping reference points, utility reference points) placed during the course of work.

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.

^^

5 CONTROL OF WORK

Replace *Reserved* in 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 clearing and grubbing.

Replace *Reserved* in Section 5-1.07 SUPERINTENDENCE 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 two (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 *Reserved* in Section 5-1.08 INSPECTION 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.

CITY

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 $175.00 per hour for the actual cost of all inspection and $185 per hour for Resident Engineer cost in excess of the hours of work specified here, and working hours or inspection performed during designated City, State, or Federal holidays. Designated City holidays are listed in Section 7-1.02K(5) WORKING HOURS of these Special Provisions.

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 General:

The City 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 9-1.12 DISPUTES of the Goleta Construction Specifications and as specified herein.

Add to the end of Section 5-1.13A General:

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 the end of Section 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 the end of Section 5-1.20A General:

During the progress of the work under this Contract, work under the following contracts may be in progress at or near the job site of this Contract:

Coincident or Adjacent Contracts

Contract no.	County–Route–Post Mile	Location	Type of work
05-4611U4	05-SB-217-1.5/2.5	On Route 217 at Hollister Avenue Between PM 1.5 and 2.5	Interchange Roundabouts, Ekwill Street and Fowler Road Extensions
05-1H4304	SB-101-21.4/21.9	IN SANTA BARBARA COUNTY ON ROUTE 101 AT SAN JOSE CREEK	Replace Bridge
05-1C3604	SB-217-0.9/1.4	IN SANTA BARBARA COUNTY ON ROUTE 217 AT SAN JOSE CREEK	Replace Bridge

Add to Section 5-1.23 SUBMITTALS:

The Contractor is required to use Construction Management Information System Software (CMIS) for all project documents and submittals, at the Contractor's expense.

Add to Section 5-1.23A General:

5-1.23A GENERAL

REVIEW TIMEFRAME:

1. Except as may be provided in these Special Provisions, 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.
   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..

Delete item 2 in the list in the 3rd paragraph of Section 5-1.23B(2) Shop Drawings.

Add to Section 5-1.23B(2) Shop Drawings:

Each electronic submission must:

1. Be in PDF format submitted through CMIS
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

Use the following naming convention for PDF files the Contractor submits:
For shop drawings:

SD_Contract number_Bid item number_Submittal Name

Example: SD_12-345678_123_XXX.pdf

For calculations:

CALC_Contract number_Bid item number_Submittal Name

Example: CALC_12-345678_123_XXX.pdf

If submittal of more than one (1) copy or set of shop drawings or calculations is specified, submit only one (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 one (1) electronic copy with the date of authorization.

Replace *Reserved* in Section 5-1.24 with:

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 9:00 AM the following morning for the previous workday. A sample of the Contractor's Daily Report form is located within Appendix A of these Special Provisions. If this is not submitted on time, the City shall withhold $500/day from the contractor's progress payment 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.

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 *Reserved* in Section 5-1.25 with:

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 CMIS. 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 in electronic format accurately showing the information required above.

Record drawings shall be submitted and approved by the Engineer in accordance with 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:

The requirements specified in of the State Standard Specifications shall be replaced as follows:

The Contractor shall be responsible to hire a licensed land surveyor to provide all surveys to control the lines, elevations and dimensions of the work in conformance with the plans. Any deviation from the lines, elevations and dimensions shown on the plans must receive prior approval from the Engineer. Where new construction connects to existing facilities,

the Contractor shall check and establish the exact location prior to construction of the facility.

All stakes or marks will be provided by the Contractor as necessary to establish the lines and grades required for the completion of the work specified in the State Standard Specifications, on the plans, and in these Special Provisions.

The Contractor shall be responsible for the accuracy of his/her own layout work and shall be responsible and liable for the preservation of all established lines, grades and layout points. Stakes damaged or destroyed by the public or operations of the Contractor will be replaced at the Contractor's expense.

Preservation and protection of survey monuments and markers encountered along the line of the work shall conform to the following: The Contractor shall notify the Engineer in writing of monuments that will be encountered and shall not be removed or damaged. If a monument is determined by the Engineer to have been damaged or removed during the course work of the work by the Contractor and, notification is not made as described above, or markers are removed which are not in conflict with construction, the Contractor shall be responsible for the cost of referencing, resurvey, and replacement of the monument or marker. Replacement of Survey monuments and boxes shall be as set forth under Section 8771 of the California Business and Professions Code.

Payment for **"Construction Surveying and Staking"** will be made at the Contract Lump Sum Bid price for **"Construction Surveying and Staking"**.

Prior to the start of work, the Contractor shall notify the Engineer of monuments encountered within the limits of the excavation identified in the field and as shown on the Plans. If monuments need to be replaced as a result of the Contractor's activities to complete contract work, the replacement of the monument will be paid for as outlined in Section 78-2 SURVEY MONUMENTS of the State Standard Specifications.

Replace Section 5-1.28 PROJECT SAFETY REVIEWS of the RSS with:

5-1.28 PROJECT SAFETY SUPERVISOR AND REVIEWS

The 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 Contractor 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.

The Contractor will, through and with its Safety Supervisor, ensure that all of its employees and its Subcontractors of any tier, fully comply with the Contractor Safety Program. 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 – The 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.

The 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 property 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.

Your assigned project safety supervisor must perform and document project safety reviews with the Engineer:

4. At least 3 business days before the start of jobsite activities
5. Every other week after the start of job site activities and after any incident that results in serious injury, illness, or fatality to your personnel, subcontractor's and supplier's personnel, and any other persons present at the job site at the request of you or your subcontractors
6. Submit project safety review documentation to the Engineer and correct deficiencies within three (3) working days from the day the project safety review is completed or sooner as directed by the Engineer

Upon Contract acceptance, your project safety supervisor must participate in a safety meeting with the Engineer.

Replace Section 5-1.29 JOB HAZARD ANALYSIS of the RSS with:

5-1.29 JOB HAZARD ANALYSIS

Contractor 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 Contractor Safety Program should contain all the necessary elements for the Contractor to administer its program on the Project site. At a minimum, this written Contractor 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 PROJECT SAFETY SUPERVISOR AND REVIEWS of these Special Revisions, 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 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 PROPERTY AND FACILITY PRESERVATION

The Contractor assumes full responsibility for the protection, security, and maintenance of the job site, including but not limited to materials, equipment, and existing facilities, from the time of Notice to Proceed (NTP) until Final Acceptance. Any loss, theft, or damage to materials, equipment, or the work itself shall be the contractor's sole responsibility and must be repaired or replaced at their expense.

The 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 Section 5-1.36A General:

12. Existing hardscape
13. Retaining walls
14. Trees, shrubs, other plants
15. Irrigation facilities

Replace *Reserved* in Section 5-1.36C(2) Nonhighway Facility Protection 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.

Replace Section 5-1.43 POTENTIAL CLAIMS AND DISPUTE RESOLUTION with:

5-1.43 POTENTIAL CLAIMS AND DISPUTE RESOLUTION

City shall follow the dispute resolution process per Section 9-1.12 DISPUTES of the Goleta Construction Specifications and as specified herein. A Notice Regarding Assembly Bill 626 is located within Appendix B of these Special Provisions.

Replace the 2nd paragraph of Section 5-1.46 FINAL INSPECTION AND CONTRACT ACCEPTANCE with:

Immediately following the date the Engineer reports to the City Manager as work completed, the Contractor is relieved from:

Add to the end of Section 5-1.46 FINAL INSPECTION AND CONTRACT ACCEPTANCE:

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 Engineer, the project will be submitted to the City Manager, who 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 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 the end of Section 6-1.01 GENERAL:

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 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 until the certificate of compliances 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 CONTROL OF MATERIALS of the State Standard Specifications. Contractor shall provide the Engineer with five (5) working day's notice of the need for material testing.

Unless otherwise authorized by the Engineer, the substantiation of offer 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 the 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 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 requires, and all costs for testing shall be borne by the Contractor.

The Contractor must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Add to the end of Section 6-2.02A General:

6-2 QUALITY ASSURANCE

. Provide a descriptive outline of the Contractor’s planned quality control program for this Project. This program would integrate and compliment the testing and inspection requirements found in the Contract Documents. Also describe how quality control would be managed, and by appendix, the resume of the Contractor’s proposed QC Manager for this Project. The QC Manager can be the same person as the full-time Project Manager

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. 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.

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 Engineer'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 Engineer 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 QC 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. Certified Test Reports:
    a. When transcripts or certified test reports are required by the Contract Documents, Contractor shall, before delivery of Materials or Equipment
        1) Perform all testing in an approved independent laboratory or the manufacturer’s laboratory.
        2) Submit for approval reports of shop tests within 30 days of testing.
        3) Certificates shall be submitted in the form of a letter stating 1 or more of the following:
            a) Manufacturer has performed all required tests.
            b) Materials to be supplied meet all test requirements.
            c) Tests were performed not more than 1 year prior to submittal of the certificate.
            d) Materials and Equipment subjected to the tests are of the same quality, manufacture, and make as those specified.
            e) Identification of the materials.
2. Manufacturer’s Certificates:

a. All Equipment shall be installed under either the continuous or periodic supervision of the manufacturer's authorized representative.
b. Manufacturer shall certify that Equipment Perform all testing in an approved independent laboratory or the manufacturer's laboratory.
    1) Has been adjusted and initially operated in the presence of the manufacturer's authorized representative
    2) Operates in accordance with the specified requirements to the manufacturer's satisfaction.

Inspection and Testing Service

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 this bid document.

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 6 CONTROL OF MATERIALS of these Special Provisions shall be considered as included in the contract price paid for other items of work and no additional compensation will be allowed.

In addition to Section 6 CONTROL OF MATERIALS of the State Standard Specifications, the Contractor shall follow the most current City of Goleta Quality Assurance Program.

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7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add to Section 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 7-1.01I(2), 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.

Add Section 7-1.02I(3)

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.

Replace the 1st item in the list of the 2nd paragraph of Section 7-1.02K(2) Wages with:

1. At the City's Office

Add to Section 7-1.02K(2) Wages:

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 in Appendix D.

Changes, if any, to the general prevailing wage rates will be available at the same location.

This is a federally assisted project and Davis-Bacon (DBRA) requirements will be strictly enforced. Federal Labor Standards provisions HUD-4010 will be incorporated into the successful bidder's contract and is attached hereto to this bid packet. Contractors, including all subcontractors and apprentices, must be eligible to participate. Federal Wage Determination No. CA20250014-Mod. #7 and State of California Prevailing Wage Index 2025-1 are incorporated herein. All labor is required to be paid at a rate not less than the greater of the current Federal Davis-Bacon Prevailing Wage or the State of California Prevailing Wage Determination made by the California Director of Industrial Relations. A copy of the Davis-Bacon Wage Rates is located within Appendix D of these Special Provisions.

In addition to providing us with all the federally mandated documentation regarding labor costs, you will be required to provide detailed invoices, receipts, and any other documentation that will prove the expenses are eligible and part of the project. See Community Development Block Grant (CDBG) Contract Special Provisions located within Appendix E of these Special Provisions.

Payment of prevailing wage must be documented through submission of certified payroll records for the prime Contractor and lower tier Subcontractors. Redacted certified payroll records will be submitted and reviewed through CMIS.

Add to Section 7-1.02K(5) Working Hours:

7-1.02K(5) WORKING HOURS

When school is in session, regular working hours may be altered by the Engineer to coincide with the school hours of operations. Working hours are Monday through Friday, 8:00 AM-6:00 PM PST.

If the Engineer approves overtime work, the City shall make deductions in the contractor progress payment. The Contractor shall reimburse the City as outlined in Section 5-1.08 INSPECTION of these Special Provisions 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 to the Engineer at least 72 hours in advance.

Designated City holidays are: New Year's Day (January 1st), Martin Luther King Day (third Monday in January), President's Day (third Monday in February), Memorial Day (last Monday in May), Juneteenth (June 19th) Independence Day (July 4th), Labor Day (first Monday in September), , Veteran's Day (November 11th), Thanksgiving Day (fourth Thursday in November), day after Thanksgiving Day (fourth Friday in November), Christmas Eve (December 24th), Christmas Day (December 25th), and New Year's (Eve December 31). When a designated holiday falls on a Saturday or Sunday, the preceding Friday or following Monday (respectfully) shall be a designated holiday.

Replace *Reserved* in Section 7-1.02P with:

The Contractor shall submit Federal Aviation Administration (FAA) form 7460-1. The Contractor shall comply with the FAA regulations including marking, lighting, and height restrictions. The form is located at the following website:

https://www.faa.gov/documentLibrary/media/Form/FAA_Form_7460-1_2017.pdf

Anticipate a height restriction of 100 ft above ground level and 129 ft above mean sea level. A draft of the FAA letter is provided as supplemental information.

The Contractor is responsible for filing a Notice of Alteration (FAA Form 7460-1) with the Federal Aviation Administration of any construction activity that would require notification. The City has determined that the permanent alterations are exempt from notification under section 77.9(a)(1) and 77.9(e)(1) as listed on the Form 7460-1 instructions

Add to the end of Section 7-1.03 PUBLIC CONVENIENCE:

Contractor shall notify the affected residents and businesses five (5) 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's representative name and phone number, City representative name and phone number, along with any other information requested by Engineer. A sample of the required notification is located within Appendix F of these Special Provisions.

Ten (10) calendar days prior to beginning construction, Contrcator shall assist in notifying schools, hospitals, ambulance services, police and fire departments, transit agencies, refuse collectors and Underground Service Alert (USA) of its schedule of work.

Such notices must be prepared and printed by Contractor, reviewed & approved by Engineer, and must be served by Contractor's representative in person to each residence and business. Failure of Contractor to properly serve such notices will be cause for suspension of work until compliance with this requirement is achieved. No extension of time will be allowed to Contractor for lost time due to his failure to distribute such notices in a timely manner or from suspension of work due to non-compliance. Contractor must document delivery of notices by providing an e-mailed list of locations where notices were delivered including the date and time of completion, by the end of the day of delivery. Contractor must also e-mail a minimum of five clear photos (2-megapixel) showing completion of the delivery and parking restriction signs for each street notified. Contractor must send e-mail to an e-mail address as directed by Engineer.

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 (5) 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. Contractor is responsible for and must deliver public notification for all phases of the work. Contractor must submit for approval all notices for content and delivery schedule two weeks prior to actual delivery. Failure to perform work on a scheduled street shall result in $300 per street per occurrence withheld from Contractor’s progress payment.

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. A sample of the temporary “No Parking” signs is located within Appendix G of these Special Provisions. Failure to place “No Parking” signs shall result in $300 per street per occurrence withheld from Contractor’s progress payment 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.

Replace the 3rd sentence in the 7th paragraph of Section 7-1.04 PUBLIC SAFETY with:

When not described and if ordered, providing flaggers is change order work.

Replace the 13th paragraph of Section 7-1.04 PUBLIC SAFETY with:

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 the end of Section 7-1.04 PUBLIC SAFETY:

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.

All work must be coordinated with the Traffic Control Plan, Project Schedule, Contract Period, Submittals and other requirements of these Contract Documents.

Contractor must maintain a minimum of one lane, not less than 12 feet wide, in each direction of travel at all times.

All movements at intersections must be maintained.

No lanes may be closed outside of working hours.

To allow for adequate intersection inspection of the work by City and minimize impacts on surrounding neighborhoods the following contract items shall have the hours of work restricted as follows:

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

2. Early morning activities: No heavy construction activities or motorized or electric equipment shall be used prior to 8:00 a.m.

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

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

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

    ii. Middle School
        - Goleta Valley - 6100 Stow Canyon Road; (805) 967-3486

    iii. Junior High School
        - Goleta Valley - 6100 Stow Canyon Road; (805) 967-3486

    iv. High School
        - Dos Pueblos - 7266 Alameda Avenue; (805) 968-2541

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 therefore.

Replace *Reserved* in Section 7-1.10 with:

7-1.10 PERMITS AND LICENSES

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.

Add Section 7-1.12 COOPERATION:

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 prevent delays.

It is understood and agreed that the Contractor has considered in their 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 Contractor must address the public inconvenience and/or emergency within two (2) hours of notifications. Failure to address the public inconvenience and/or emergency within two (2) hours shall result in the amount of $500 per hour for each hour thereof withheld from Contractor's progress payment.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 therefore.

Add Section 7-1.13 RIGHTS IN LAND AND IMPROVEMENTS:

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.

If the Contractor elects to use City Right-of-Way for staging areas, a written request must be submitted to the Engineer, and written authorization must be obtained prior to use. The City reserves the right to charge the Contractor for the use of City Right-of-Way for stockpiling materials and storing equipment. Unauthorized use of City Right-of-Way by the Contractor without prior written approval will result in a fine of $1,000 per occurrence, which will be deducted from the Contractor's progress payments.

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.

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8 PROSECUTION AND PROGRESS

Add the following to Section 8-1.01 GENERAL:

Weekly meetings will be held at the job site to discuss interfacing work, scheduling, issues, and other issues related to the project. 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 the Engineer and the Contractor. 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 proceeding week; and
2. Projected daily work for the next three (3) weeks, in writing using computer software programs; no handwritten schedule will be accepted.

The meeting must include, at a minimum:

1. The Engineer;
2. Inspectors;
3. Utility Representatives
4. Contractor Foreman; and
5. 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 5-1.24 Contractor's Daily Reports 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 as described in Section 5-1.24 CONTRACTOR'S DAILY REPORTS of these Special Provisions. 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 *Reserved* in 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 Engineer's name. This licensed copy must be provided no later than five (5) working days after the NTP date and shall be fully licensed for the project duration and for six (6) months after the NOC date.

Replace Section 8-1.02C(10) Payment of the RSS with:

8-1.02C(10) PAYMENT

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.

Add to the end of Section 8-1.03 PRECONSTRUCTION CONFERENCE

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 NTP 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 Water Pollution Control Plan
13. Contractor Safety Program
14. Contractor's Quality Control Program

Replace *Reserved* in Section 8-1.04A General 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 ~~**thirty-five (35)**~~ **forty-five (45) working days** from the date of the Notice to Proceed.

The Plant Establishment Period shall be ninety (90) working days and is separate from the contract's designated working days for construction activities. The Contractor shall be responsible for plant establishment during this 90-day period, which will begin upon the Engineer's formal acceptance of the planting. All planting work must be completed within ~~thirty-five (35)~~ forty-five (45) working days prior to the commencement of the Plant Establishment Period.

All punch list items shall be completed within the specified contract working days. The project will not be accepted until all punch list items are completed.

The Contractor shall pay to the City a sum per day as outlined in Section 8-1.10 LIQUIDATED DAMAGES of these Special Provisions, 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. Inspection required.

Replace Section 8-1.04B Standard Start 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 TIME:

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 I. 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 SUSPENSIONS:

Responsibilities of Contractor During Suspension Periods
During periods that Work is suspended, Contractor shall continue to be responsible for the Work and shall prevent damage or injury to the project, provide for drainage, and shall erect necessary temporary structures, signs, or other facilities required to maintain the project and public safety and continue to perform in accordance with the safety requirements of the Contract Documents.

Add Section 8-1.06A SUSPENSIONS OF WORK ORDERED BY THE ENGINEER:

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 seven (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 Time Adjustments:

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 GLOSSARY of the State Standard Specifications 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 Contract Change Order.

An extension to the Contract Time and/or to the completion Milestone(s) identified in the Contract Documents shall be the Contractor’s sole remedy for Excusable Non-Compensable Delays. In no event shall Contractor be entitled to any compensation or recovery of any damages in connection with the Excusable Non-Compensable Delays defined above.

8-1.07B(4) EXCUSABLE COMPENSABLE DELAY

“Excusable Compensable Delay” means any delay to the critical path of the Work occurring after commencement and prior to completion of the Work:

1. which directly impacts the number of Working Days established in the Agreement for completion;
2. for which City is responsible, is unreasonable under the circumstances involved, and not within the contemplation of the Parties; and
3. is not due, in whole or in part, to the breach, negligence, or fault of Contractor, its Subcontractors, or Suppliers. Contractor's remedy for Excusable Compensable Delay shall be extension of the date for completion and Milestones subject to the Conditions to Time

Extensions identified above and reimbursement of actual costs directly resulting from such delays and markup in accordance with Section 9 PAYMENT of the State Standard Specifications.

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 9-1.12 DISPUTES of the Goleta Construction Specifications and as specified herein of these Special Provisions. 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 PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS of the State Standard Specifications.

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 Section 8-1.07B LIMITS ON ADJUSTMENT OF CONTRACT TIME OR CONTRACT SUM FOR MATERIAL SHORTAGES OR COST ESCALATION of these Special Provisions 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 Payment Adjustments 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 of the State Standard Specifications. 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 FORCE ACCOUNT of the State Standard Specifications. The City 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 LIQUIDATED DAMAGES:

Any progress payment made after the completion date shall not be construed as a waiver of liquidated damages.

The City may withhold liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work.

Add to Section 8-1.10A General

The Contractor shall pay to the City of Goleta the sum of **$3,600 per day**, each and every calendar day's delay in finishing the work in excess of the number of working days prescribed in Section 8-1.04A GENERAL of these Special Provisions. Any progress payment made after the completion date shall not be construed as a waiver of liquidated damages.

For each and every calendar day that any portion of the work remains unfinished after the time fixed for completion in the contract documents as modified by any extension of time, damage will be sustained by the City. Because of the difficulty in computing the actual material loss and disadvantage to the City, the Contractor and City agree that Contractor will pay the City the amount of damages set forth herein as representing a reasonable forecast of the actual damages which the City will suffer by the failure of the Contractor to complete the work within the stipulated time. The execution of the agreement shall constitute acknowledgment by the Contractor that he or she has ascertained and agrees that the City will actually suffer damages in the amount herein fixed for each and every day during which the completion of the work is avoidably delayed beyond the stipulated completion date.

Unless otherwise provided in the contract documents, the Contractor shall have no claim or right of action against the City for damages, costs, expenses, loss of profits, or otherwise because or by reason of any delay in the fulfillment of the contract within the time limited therefore occasioned by any cause or event within or without the Contractor's control, and whether or not such delay may have resulted from anything done or not done by the City.

Add to the end of Section 8-1.10B Failure to Complete Work Parts within Specified Times:

The roadway section and or intersection shall be opened to traffic by the end of the roadways last working hours outlined in Section 7-1.02K(5) WORKING HOURS of these Special Provisions. The Contractor shall pay to the City 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.

After the working hours of the roadways are exceeded by one (1) hour, the Contractor shall pay to the City the sum of $1,500.00 per hour for each hour, or, portion of an hour, 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 twenty-four (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.

The table below summarizes liquidated damages associated with all work part failures as described in these Special Provisions.

Work Park	Time Frame	Liquidated Damage	Reference Section
Failure to perform work within specified working hours	Per every hour exceeding 8 hours per day or 40 hours per week	$260 per hour for Resident Engineer $190 for Inspector	5-1.08
Failure to receive an approved submittal after the first revision	Per submittal review after the first revision	$2,000 per review	5-1.23A
Alternate item for review after submittal is approved	Per submittal review	$2,500 per review	5-1.23A
Failure to submit Contractor's Daily Report by specified time	For each day	$500 per day	5-1.24
Failure to post and notify businesses and residents a minimum of five (5) calendar days in advanced of scheduled work	Per occurrence	$300 per street	7-1.03
Failure to perform work on a scheduled street	Per occurrence	$300 per street	7-1.03
Failure to place "No Parking" signs at specified intervals	Per occurrence	$300 per street	7-1.03
Failure to address public inconvenience	For each hour or part thereof	$500 per hour	7-1.12

and/emergency within speficied timeframe			
Unauthorized use of City Right-of-Way	Per occurrence	$1,000 per occurrence	7-1.15
Failure to complete the Project within Contract Period	Notice to Proceed	$3,600 per each consecutive calendar day in excess of the Contract Period	8-1.10A

Work Park	Time Frame	Liquidated Damage	Reference Section
Failure to open roadway section and or intersection by the end of the roadway's last working hour	For each hour or part thereof	$2,000 per hour	8-1.10B
Failure to open roadway section and or intersection are exceeded by one (1) hour	For each hour or part thereof	$1,500 per hour	8-1.10B
Failure to address BMP deficiencies within specified timeframe	For each hour or part thereof	$500 per hour	13-4.03A

Replace *Reserved* in Section 8-1.11 with:

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 three (3) working days, but not more than fourteen (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 City and the owners of facilities, or their authorized agents, to enter upon the City 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 CHANGES AND EXTRA WORK of the State Standard Specifications.

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 CHANGES AND EXTRA WORK of the State Standard Specifications. 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 CHANGES AND EXTRA WORK of the State

Standard Specifications. 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 Project 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 CHANGES AND EXTRA WORK of the State Standard Specifications. 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 CHANGES AND EXTRA WORK of the State Standard Specifications.

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 8-1.07 DELAYS of the State Standard Specifications and compensation for the delay will be determined in conformance with the provisions in Section 8-1.07B TIME ADJUSTMENTS of the State Standard Specifications and these Special Provisions. 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 8-1.11 UTILITY AND NON-HIGHWAY FACILITIES of these Special Provisions, due to a strike or labor dispute, will entitle the Contractor to an extension of time as provided in Section 8-1.07 DELAYS of the State Standard Specifications. The Contractor shall be entitled to no other compensation for that delay.

Add Section 8-1.13A TERMINATION BY THE CITY FOR CAUSE:

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 ten (10) working days 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 five (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 5-1.13 SUBCONTRACTING of the State Standard Specifications and these Special Provisions; 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 Section 8-1.13A TERMINATION BY THE CITY FOR CAUSE 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 fifteen (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 thirty (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 PAYMENT of the State Standard Specifications and these Special Provisions, 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 8-1.13B TERMINATION BY THE CITY FOR CONVENIENCE of these Special Provisions.

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 4-1.05 CHANGES AND EXTRA WORK of the State Standard Specifications and these Special Provisions. 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 8-1.13E PAYMENT ADJUSTMENT FOR TERMINATION of these Special Provisions. 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 Payment Adjustment for Termination with:

8-1.14E Payment Adjustment for Termination

If the City 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.
4. Material handling costs for material returned to the vendor or disposed of as ordered.
5. Costs in determining the payment adjustment due to the termination, excluding attorney fees and litigation costs.
6. Overhead costs.

Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

^^

9 PAYMENT

Add to the end of Section 9-1.02 MEASUREMENT:

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 the end of Section 9-1.03 PAYMENT SCOPE:

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.

Add Section 9-1.03A Prompt Progress Payment to Subcontractors:

9-1.03A PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay any subcontractor not later than seven (7) calendar 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 seven (7) calendar days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over thirty (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 *Reserved* in Section 9-1.12 with:

9-1.12 PROMPT PAYMENT

The City shall make all project progress payment within thirty (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 ten (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 of the State Standard Specifications 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 Engineer.

9-1.12A PAYMENT

The contract lump sum price paid for **"Mobilization/Demobilization Bonds and 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 stockpile 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 General with:

9-1.16A PROGRESS PAYMENTS

After award of contract, the progress payments are due on the 15th 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 J.

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 MEASUREMENT of the State Standard Specifications and these Special Provisions, 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 (CC2 provided in Appendix J) 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 Contract Change Orders, which shall be itemized separately from base Contract Work.

The Contractor shall submit Form CC5: Contract Change Order Form included in Appendix J This form must accompany all requests for change orders.

9-1.16A(4) NO REQUESTS FOR DISPUTED SUBCONTRACTOR WORK

Applications for Payment shall not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason, or as to which an appropriate stop payment notice release has not been filed.

9-1.16A(5) CITY REVIEW AND PAYMENT

This Contract is subject to the following provisions of California Public Contract Code Section 20104.50 which provides as follows:

(a)(1) It is the intent of the Legislature in enacting this Section to require all local governments to pay their Contractors on time so that these Contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern.
(2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all governmental officials, including those in local government, must set a standard of prompt payment that any business in the private sector that may contract for services should look toward for guidance.
(b) Any local agency which fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from a Contractor or construction Contract shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of § 685.010 of the Code of Civil Procedure.
(c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:
(1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt of the purpose of determining that the payment request is a proper payment request;
(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this Section shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

(d) The number of days available to a local agency to make a payment without incurring interest pursuant to this Section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c).
(e) For purposes of this Article:
(1) A “local agency” includes, but is not limited to, a City, including a charter City, a county, and a City and county, and is any public entity subject to this part.
(2) A “progress payment” includes all payments due Contractors, except that portion of the final payment designated by the Contract as retention earnings.
(3) A payment request shall be considered properly executed if funds are available for payment of the payment request, and the Financial Officer of the local agency does not delay the payment due to an audit inquiry.
(f) Each local agency shall require that this article, or a summary thereof, be set forth in the terms of any Contract subject to this Article.9-1.16A(6) Improper Application for Payment
In accordance with Section 20104.50 of the California Public Contract Code, any Application for Payment determined by the Engineer not to be a proper payment request, suitable for payment, shall be returned to the Contractor as soon as practicable, but not later than seven (7) calendar days after receipt by the Engineer. An Application for Payment returned to the Contractor shall be accompanied by written documentation setting forth the reasons why the Application for Payment is not proper and not suitable for payment. If an Application for Payment is so returned as improper, no payment will be due the Contractor. The City reserves the right to make partial payment of undisputed amounts.

9-1.16A(7) Interest on Undisputed Amounts
If the City fails to make any progress payment within thirty (30) calendar days after receipt of an undisputed and proper Application for Payment from the Contractor, the City shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the California Code of Civil Procedure. The number of days available to the City to make a payment without incurring interest shall be reduced by the number of days by which the Engineer exceeds the seven (7) day return requirement set forth above.

9-1.16A(8) Contractor Warranty of Title to Work
The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the City shall, to the best of the Contractor’s knowledge, information and belief, be free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. This provision shall not relieve the Contractor from the responsibility for materials and Work upon which payments have been made, the restoration of damaged Work or as waiving the right of the City to require the fulfillment of the terms of the Contract.

Each time the Contractor submits an Application for Payment, the Contractor herby 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 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 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 ten (10) percent of the estimated value of the work done and ten (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 twenty (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 five (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 five (5) percent of the estimated value of the work and materials. In addition, on any partial payment made after ninety-five (95) percent of the work has been completed, the City may reduce the amount withheld from payment pursuant to the requirements of Section 9-1.16A(9) PARTIAL PAYMENTS of these Special Provisions, 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 one-hundred and twenty-five (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.

Add to Section 9-1.16D Mobilization:

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, Bonds & Insurance"** shall not exceed ten (10) percent of the total amount of all remaining bid items.

Add to Section 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 City, 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.

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 thirty-five (35) calendar days after the Notice of Completion is Approved by City Manager.

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 charged 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) Stop Notice Withholds 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 *Reserved* in Section 9-1.16E(6) with:

9-1.16E(6) Withhold Amount

The City will withhold five (5) percent of all progress payments as retention (Public Contract Code § 7201).

Replace *Reserved* in Section 9-1.16G with:

9-1.16G Release of Retention

This Contract is subject to the following provisions of California Public Contract Code § 7200 which provides as follows:

(a)(1) This section shall apply with respect to all Contracts entered into on or after January 1, 1999, between a public entity and an original Contractor, between an original Contractor and a Subcontractor, and between all Subcontractors thereunder, relating to the construction of any public Work of improvement.

(2) For purposes of this Section, "public entity" means the state, including every state agency, office, department, division, bureau, board, or commission, a City, county, City and county, including chartered cities and chartered counties, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(b) In a Contract between the original Contractor and a Subcontractor, and in a Contract between a Subcontractor and any Subcontractor thereunder, the percentage of the retention proceeds withheld may not exceed the percentage specified in the Contract between the public entity and the original Contractor.

(c) When a performance and payment bond is required in the solicitation for bids, subdivision (b) shall not apply to either of the following:

(1) The original Contractor, if the Subcontractor fails or refuses to provide a performance and payment bond issued by an admitted surety insurer, to the original Contractor.

(2) The Subcontractor, if a Subcontractor thereunder fails or refuses to provide a performance and payment bond issued by an admitted surety insurer, to the Subcontractor.

(d) No party identified in subdivision (b) shall require any other party to waive any provision of this Section.

(e) In the event that the Contractor elects to substitute securities in lieu of retentions, the Contractor may withhold from its Subcontractors, who have not elected to substitute securities in lieu of retentions, the amount of retentions that would have otherwise been withheld.

Replace *Reserved* in Section 9-1.16I with:

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 to the end of Section 9-1.17B Payment Before Final Estimate:

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 formCC4 found in Appendix J. 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 Manager 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:

1. unsettled stop payment notices;
2. faulty or defective Work;
3. failure of the Work to comply with the requirements of the Contract Documents;
4. terms of special warranties required by the Contract Documents; or
5. any other cause, unless specifically waived by the City in writing.

9-1.17B(6) WAIVER OF CLAIMS BY CONTRACTOR, SUBCONTRACTORS, AND SUPPLIERS

Acceptance of final payment by the Contractor, a Subcontractor, or a material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

Add to Section 9-1.17D Final Payment and Claims:

The Contractor shall submit Form CC4: Final Release Form. This form must accompany all requests for final payment (see Appendix J).

Delete Section 9-1.22 ARBITRATION:

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DIVISION II GENERAL CONSTRUCTION

10 GENERAL

Replace *Reserved* Section 10-1.02A General with:

The Contractor's attention is directed to Sections 8-1.05 TIME of the State Standard Specifications and 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 8-1.11 "UTILITY AND NON-HIGHWAY WORK" and Section 19-1.01A(1) "POTHOLE UTILITIES" of these special provisions.

The Contractor shall prepare a traffic control plan that conforms to Section 12 TEMPORARY TRAFFIC CONTROL of the State Standard Specifications, 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 Engineer.

Attention is directed to Section 12-4 MAINTAINING TRAFFIC and Section 12-6 TEMPORARY PAVEMENT DELINEATION of the State Standard Specifications.

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) Irrigation Facilities:

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 WATERING:

Nonpotable water must not be stream water.

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12 TEMPORARY TRAFFIC CONTROL

Add to the end of Section 12-1.01 GENERAL

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 7-1.04 "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.

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.

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 approved Traffic Control Plan must be kept at the job site at all times.

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 forty-eight (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 ten (10) 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 (2) 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 five (5) calendar days in advance of the proposed construction. Notifications shall be distributed to residents and businesses within a 100 feet 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 beginning and completion dates for each street, and a color-coded map. A sample of the required notification is located within Appendix F of these Special Provisions. The Contractor shall distribute the door hanger notifications a minimum of five (5) 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. A sample of the temporary “No Parking” signs is located within Appendix G of these Special Provisions. 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 will result in a deduction from the Contractor's progress payment as outlined in Section 8-1.10B FAILURE TO COMPLETE WORK PARTS WITHIN SPECIFIED TIMES of these Special Provisions.

Delete Section 12-1.04 Payment with:

Replace Section 12-3.01D Payment 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.

Replace Section 12-3.02 TRAFFIC CONES with:

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 thirteen (13) inches and shall be placed a maximum of three (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 thirteen (13) inches, and shall be placed a maximum of three (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 six (6) inches in height, placed a maximum of four (4) inches from the top of the cone. The lower band shall be four (4) inches in height, placed two (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.

Add to Section 12-3.11 CONSTRUCTION AREA SIGNS:

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 12-4.01C Construction:

Provide the following Temporary Traffic Control Measures:

1. Provide detours for emergency vehicles during closures
2. Notify the residents or owners of any properties within a 100 feet radius of the job limits of the construction schedule at least five (5) calendar days before construction activities that affects their access to nearby streets or directly impacts access to their property
3. Provide access to all affected properties during construction
4. Provide alternative routes for bicycles and pedestrians as needed

Add between the 1st and 2nd paragraphs of Section 12-4.02A(3)(c) Contingency Plan for Closures:

Submit a contingency plan for each of the following activities:

1. HMA paving
2. Shifting traffic between stages
3. Striping

Add to the end of Section 12-4.02C(1) General:

Keep the full width of the traveled way open to traffic when no active construction activities are occurring in the traveled way or within six (6) feet of the traveled way. Keep the full width of the ramp traveled way open for use by traffic on designated holidays and special days.

Add to the end of Section 12-4.02C(3)(a) General of the RSS:

If work vehicles or equipment are parked on the shoulder within six (6) feet of a traffic lane of a freeway or expressway, close the shoulder area as shown on Standard Plan T10.

Replace the 1st paragraph of Section 12-4.02C(7)(a) General of the RSS with:

Control traffic using stationary closures, except the Contractor may use a moving closure during traffic striping and pavement marker placement using a bituminous

adhesive. Do not use a moving lane closure when grinding for recessed striping and recessed markers.

Add to the end of Section 12-4.02C(7)(b) Stationary Closures of the RSS:

Except for one-way-reversing traffic control lane closures, the maximum length of the work area inside a closure is 0.5 miles.

Not more than two (2) stationary closures are allowed in each direction of travel at one time.

Unless authorized by the Engineer, concurrent stationary closures in the same direction of travel must be spaced no closer than one (1) mile apart.

Closure spacing is the distance between the last cone of the upstream closure and the temporary sign W20-1 of the downstream closure. The number of lanes open in the upstream closures must be less than or equal to the number of lanes open in the downstream closures. For multiple closures in each direction of travel, pick up the downstream closures first.

Replace *Reserved* in Section 12-8 MEASUREMENT AND PAYMENT with:

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, Traffic Control Plan, and Traffic Control Maintenance” 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 the Engineer.

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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 K 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. If the Engineer determines that there are deficiencies that need attention, the Contractor shall make all the necessary changes within twelve (12) hours. If the Contractor does not complete these changes within the twelve (12) hour period, the Contractor will be charged $500 per hour until the necessary changes are addressed completely in place to the satisfaction of the Engineer.

Add to Section 13-2.01C Submittals:

A Water Pollution Control Plan template can be found in Appendix L.

13-2.04 Payment

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for lump sum of "**Development, Placement, and Maintenance of Water Pollution Control Plan"** and shall include development of plan, 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.

Add to the end of Section 13-3.01 GENERAL:

The project site is less than one acre and does not require a SWPPP. However, the contractor must implement and maintain, for the entire construction period, Storm water control measures per erosion control plans to minimize and control construction and post-construction storm water runoff per Section 13-5 TEMPORARY SOIL STABILIZATION of the State Standard Specifications.

Replace 13-5.04 with PAYMENT:

Payment for temporary soil stabilization shall be made under the lump sum bid item paid for "**Development, Placement, and Maintenance of Water Pollution Control Plan"** and shall include all materials, labor, and incidentals required for initial installation, maintenance, and repair due to rain events. No further payment shall be made.

Replace Section 13-7.03D Payment 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 "**Development, Placement, and Maintenance of Water Pollution Control Plan"** 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.

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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 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 twenty-four (24) hours after being notified.

According to the California Health and Safety Code, six (6) 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 twenty-four (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 fifty (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 and these Special Provisions.

Add to Section 14-6.03B Bird Protection:

If tree removal is to take place between February 1 though September 30, a qualified biologist retained by the City will conduct a “Preconstruction Nesting Bird Survey” to determine the presence of nesting special-status and non-special-status migratory birds and raptors on the project site. This will be done three (3) working days prior to the start of the construction and the Contractor shall coordinate their schedule to accommodate this survey. Where presence of these species is found in the construction area, the City’s biologist will establish and determine the size of a buffer zone around nest trees, shrubs and ground.

The Contractor shall install a temporary high-visibility fence along the buffer zone perimeter of each nest tree, shrub or ground.

Signs shall be installed on, or adjacent to, the temporary fence at two equidistant locations; and shall be visible from the construction activity area. The size of each sign shall be a minimum of 24 in. x 24 in. and shall contain the following message:

“WARNING, THIS FENCE SHALL NOT BE REMOVED OR RELOCATED WITHOUT WRITTEN AUTHORIZATION FROM THE CITY OF GOLETA.”

Replace *Reserved* in Section 14-6.07 with:

14-6.05 OAK ROOT PROTECTION

Keep grading and earthwork operations to a minimum around existing trees. Do not store equipment within the dripline of oak trees. Hand dig trenches when working within tree drip line. When roots in excess of 1” are discovered in conflict with the improvements, notify the City’s Arborist or Authorized representative immediately.

Replace the 2nd paragraph of Section 14-8.02 NOISE CONTROLwith:

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 Section 17.39.070 NOISE.

All noise-generating project construction activities are limited to Monday through Friday, 8:00 a.m. to 5:00 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 therefore.

Add to the end of Section 14-9.02 AIR POLLUTION CONTROL:

The US EPA has established the National Emission Standards for Hazardous Air Pollutants (NESHAP). Under the Health & Safety Code § 39658(b)(1), the Contractor's demolition and rehabilitation activities must comply with 40 CFR 61, Subpart M (National Emission Standard for Asbestos).

The Contractor must notify the Santa Barbara County Air Pollution Control District of the Contractor's demolition activities even if the activities will not disturb asbestos-containing material.

The Contractor may obtain the notification form, submittal instructions, and other information from:

Santa Barbara County Air Pollution Control District
260 North San Antonio Road, Suite A
Santa Barbara, CA 93110-1315
https://www.ourair.org/asbestos/

Instead of the ten (10) working days specified at the website, submit a notification form to the Santa Barbara County Air Pollution Control District at least 15 days before starting demolition or rehabilitation activities.

Submit a copy of the notification form and the necessary attachments as informational submittals before starting demolition or rehabilitation activities.

If the Contractor discovers unanticipated asbestos-containing material during the demolition or rehabilitation activities, immediately stop work in that area and notify the Engineer. The Department will use other forces to remove and dispose of the material. Do not resume work in the area until authorized.

Notify the Santa Barbara County Air Pollution Control District of a change to the Contractor's demolition or rehabilitation activities, including a revised work plan or the discovery of unanticipated asbestos-containing materials, within 2 days of the change or discovery.

Replace *Reserved* of Section 14-9.04 RESERVED 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 fifteen (15) miles per hour. Dust emissions at adjacent property lines must not exceed twenty (20) percent opacity more than an aggregate of three (3) minutes in any sixty (60)-minute period.

Grading and scraping operations must be suspended when wind speeds exceed twenty (20) mph.

Minimize the amount of disturbed area and limit on-site vehicle speeds to fifteen (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 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 wind, rain, or 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 Engineer determines that no amendment or new permit is legally required.

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

Water required for controlling dust, caused by the Contractor’s operations and the passage of traffic through the construction site shall be applied as necessary, at the Contractor’s expense. The Contractor shall, whenever possible and not in conflict with these Special Provisions, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order and water leaks shall be repaired promptly.

Full compensation for 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 therefore.

Add to the end of Section 14-11.02 DISCOVERY OF UNANTICIPATED ASBESTOS AND HAZARDOUS SUBSTANCES:

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos of 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 and these Special Provisions.

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15 EXISTING FACILITIES

Add to the end of Section 15-1.03A General:

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 (2) working 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 (2) working 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 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 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

Full compensation for conforming to all requirements specified in this Section 15, EXISTING FACILITIES shall be considered as included in the contract price paid for other items of work and no additional compensation will be allowed.

Replace *Reserved* in Section 15-1.03D Reserved with:

15-1.03D STRUCTURE DEMOLITION

15-1.03D(1) GENERAL

Section 15-1.03D includes general specification for removing hardscape, surfacing and play equipment as shown on the plans.

15-1.03D(1)(b) SCOPE OF WORK

Site demolition, removal and site preparation shall include, but is not limited to demolition haul off and disposal for all play equipment structures including components and foundations. Perform demolition work in accordance with applicable City, County, State codes, laws, and regulations.

Demolition and Removal includes all elements within the public right of way and as designated on the plans to the satisfaction of the Engineer.

- Remove all play equipment, play surfacing, subbase and curb edges at playground
- Remove concrete walks,
- Remove select trees, shrubs, stumps, and landscaped areas, including irrigation lines.
- Remove fences.
- Clear and grub to area designated on the plans and as directed by the Engineer.
- Grade entire cleared area to elevations matching the surrounding area, and for proper drainage.

15-1.03D(1)(c) MATERIAL OWNERSHIP AND DISPOSAL

All demolished items shall become the Contractor's property and shall be removed, recycled, abated, or disposed from the properties in an appropriate and legal manner. Location of disposal site and length of haul shall be the Contractor's responsibility.

Properly dispose of all debris, trash and building materials accordance with City, County, and State requirements. Properties shall be left clean of trash and debris when completed.

Burying of trash and debris on site will not be permitted. Burning of trash and debris at the site will not be permitted.

Remove trash and debris from the site at frequent intervals so that their presence will not delay the progress of the work or cause hazardous conditions for workers and the public.

Provide a clean and orderly site at all times.

15-1.03D(2) MATERIALS

The use of explosives is prohibited in any work to be performed under this contract. The use of a "Headache Ball" or other battering device on any building or structure shall not be permitted when such device will swing or will be over public right of way or

adjacent private property or that through its use will cause building material particles to fall onto public right of way or adjacent private property.

15-1.03D(4) PAYMENT

Payment for **"Demolish Existing Play Equipment"** at the contract lump sum price shall include all labor, materials, tools, equipment, and incidentals required for the complete removal of existing playground structure demolition including removal, clearing, disposal, grading, removing maintaining existing utilities to houses in the vicinity, and completing all work per the requirements of these Special Provisions, State Standard Specifications and to the satisfaction of the Engineer. No additional compensation will be considered.

Payment for **"Demolish Existing Play Surfacing**" at the contract square foot price shall include all labor, materials, tools, equipment, and incidentals required for demolition, removal, clearing, disposal, grading, and completing all work required for removing existing playground surfacing and base course up to the limits of the mow curb per the requirements of these Special Provisions, State Standard Specifications and to the satisfaction of the Engineer. No additional compensation will be considered.

Payment for **"Demolish Existing Walks"** at the contract square foot price shall include all labor, materials, tools, equipment, and incidentals for demolition, removal, clearing, disposal, grading, and completing all work required for removing existing walks and base course per the requirements of these Special Provisions, State Standard Specifications and to the satisfaction of the Engineer. No additional compensation will be considered.

Payment for **"Demolish Existing Fencing"** at the contract linear foot price shall include all labor, materials, tools, equipment, and incidentals for fence post and footing demolition, removal, clearing, disposal, grading, and completing all work per the requirements of these Special Provisions, State Standard Specifications and to the satisfaction of the Engineer. No additional compensation will be considered.

Payment for **"Sawcut & Demolish Concrete Curb/Gutter"** at the contract square foot price shall include all labor, materials, tools, equipment, and incidentals for demolition, removal, clearing, disposal, grading, and completing all work required for sawcutting and removing existing curbs/gutters and base course per the requirements of these Special Provisions, State Standard Specifications and to the satisfaction of the Engineer. No additional compensation will be considered.

Payment for **"Sawcut & Demolish Asphalt"** at the contract square foot price shall include all labor, materials, tools, equipment, and incidentals for demolition, removal, clearing, disposal, grading, and completing all work required for sawcutting and removing existing asphalt and base course per the requirements of these Special Provisions, State Standard Specifications and to the satisfaction of the Engineer. No additional compensation will be considered.

Payment for demolition of other site, utility and miscellaneous removals not listed above shall be included in the lump sum bid price provided for Clearing & Grubbing.

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DIVISION III EARTHWORK AND LANDSCAPE

17 GENERAL

Add to Section 17-2.03B Clearing:

Within the limits of clearing, the areas below the natural ground surface shall be grubbed to a depth necessary to remove stumps, roots, buried logs, and other objectionable material. Underground structures, debris or waste including old piping, pavement, curb, gutter shall be removed if found on the Site. Objectionable material from the clearing and grubbing process shall be removed from the Site and wasted in approved safe locations. All material that cannot be used as backfill on the site or at the landfill shall be properly disposed of at the Contractor's cost.

Tree stumps and roots shall be removed to at least 3 feet below finished grade. It will also include removal of existing organics, rocks, or other unsuitable materials within existing planter strips before reconstructing sidewalk.

The Contractor, unless otherwise noted, shall clear, grub, demolish, and remove from the site all existing vegetation in areas demarked on the plans for removal or where otherwise will impact the proposed work. All known existing improvements at the time of the survey are identified on the plans. These improvements include concrete pavement, playground equipment, surfacing, irrigation piping/heads, shrubbery, fencing, curbs, signs, etc. All materials shall be hauled off site to a City Approved waste/recycling center. Truckloads shall be covered with tarp or other approved manner.

Clearing and Grubbing shall also include the following, with the exception of work otherwise covered by another bid item:

a. Contractor shall haul away from the job site and dispose at a legal landfill deleterious materials (i.e., removal of bushes, removal of trees, etc.).

b. Any existing signs/monuments or similar objects and/or debris not shown on the plans but within the right-of-way or easements at the time of construction, shall be removed and disposed of by the Contractor.

c. Removal and disposal of all miscellaneous concrete, pavement, pipes, hardware, timber, rubble or any other objectionable material encountered beneath the ground surface as a result of grading operations connected with the construction of the project improvements.

d. Removal, relocation, abandoning, adjusting, or salvaging of all existing facilities so indicated on the plans which are not designated as separate bid items or which are not included in other bid items.

e. Removal and transport debris and rubbish in a way that will prevent spillage onto streets or adjacent areas. Cleanup of spillage shall be performed at the Contractor's expense and to the satisfaction of the Engineer.

f. Maintaining dust control at all times by watering.

g. Protection and maintenance of utilities, trees. fences, walls, and other facilities within the construction zone, except those specifically directed by the Engineer to be removed or relocated. Protection of trees shall be in compliance with the City of Goleta municipal code (12.02.570).

h. Minor grading for swales and erosion control.

i. Progressive clean-up and maintenance of project appearance.

j. Cleanup of project area upon completion of work.

k. Removal and haul-off of cold plane grindings.

l. Sawcut and removal and haul off of existing concrete sidewalks, driveways, curb and gutter, and asphalt.

m. Provision of temporary drainage facilities when required by demolition operations.

n. Tree Protection

No materials or equipment shall be stored within the dripline of any existing tree to remain.

Grading and trenching within the dripline of existing trees to remain shall be minimized and done with a light (one ton or less) rubber-tired equipment or by hand.

During any grading or excavation adjacent to or beneath the dripline of existing trees to remain, any excavation shall be performed by hand. Any roots encountered shall be cleanly cut and sealed with a tree-seal compound.

City's arborist shall be on site during all tree trimming and grading and excavation around roots. Notify the City 48 hours in advance of grading operations.

o. Tree Pruning
Contractor shall prune all existing trees on site. Pruning shall be performed in the presence of the City's arborist and shall include limbing branches up to minimum required clearance above walkways per 2022 California Building Code.

Revise 17-2.04 Payment to read:

Work performed in clearing and hauling hardscape, trash and vegetative debris offsite to an approved facility shall be paid for at the contract lump sum unit price paid for **"Clearing and Grubbing"** and shall include all labor, materials, equipment and incidentals required to perform the work. No further payment shall be made.

19 EARTHWORK

Add to Section 19-1.01 GENERAL:

19-1.01 GENERAL

In addition to the provisions of Section 19-1.01 GENERAL of the State Standard Specifications, these Special Provisions shall apply.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract price paid for various items of work and no additional compensation will be allowed.

19-1.03B UNSUITABLE MATERIAL

In addition to the provisions of Section 19-1.03B UNSUITABLE MATERIAL of the State Standard Specifications, these Special Provisions shall apply.

Should unsuitable material be encountered which, in the opinion of the Engineer, cannot be stabilized, the Contractor shall remove the unsuitable material to the dimensions and limits directed by the Engineer. The Contractor shall use extra care in excavating unsuitable materials so as not to aggravate the conditions. If, in the opinion of the Engineer, the Contractor's methods and equipment are increasing the amount of unsuitable materials to be excavated, the Engineer will require the Contractor to take necessary steps to correct the situation. Should the problem continue, the Contractor shall pay all costs beginning from the time correction steps were last implemented.

When unsuitable material is removed and disposed of, the resulting space shall be filled with material suitable for the planned use. The pay quantity for backfill shall be the same as that computed for unsuitable material excavation as specified herein. Unsuitable materials shall be removed from the job site and not incorporated into embankments.

Trench backfill shall consist of Class 2 Aggregate Base (AB) or job excavated, native soil meeting the requirements of Section 26 AGGREGATE BASES of the State Standard Specifications. The use of the job excavated, native soil shall be at the Contractors risk. No additional compensation will be paid to the Contractor for hauling, stockpiling, drying, wetting or any processing of the native soil or AB required in order to achieve the minimum stability and relative compaction criteria.

The estimated quantity for Unsuitable Material is for bidding purposes only and an estimated 20 cubic yards has been included for the Project. The quantity can be extended, reduced, or deleted at the discretion of the Engineer, with no change in the unit bid price. If unsuitable material is discovered, the Contractor will notify the Engineer for approval of excavation and backfill. If the Engineer does not approve that the material is unsuitable prior to excavation and backfill, the Contractor will be responsible for the cost of excavation and backfill.

19-1.03B.1 PAYMENT

The contract unit price paid per cubic yard for **"Unsuitable Material"** shall include full compensation for furnishing all labor, materials, tools, equipment, excavation, backfill, aggregate base, compaction, removal and incidentals, and for doing all work involved in constructing Unsuitable Material, complete in place, as shown on the plans, as specified

in the State Standard Specifications and these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefor

Add to Section 19-7.03 CONSTRUCTION:

19-7.03D Imported Borrow

Place and compact imported borrow. Compaction of imported borrow to the designated dimensions .

Initial layers of imported borrow may be placed by end dumping from trucks, or other approved method.

Spread or place imported borrow in such a manner that will prevent bulking of the material and minimize particle breakdown. Compact imported borrow (Lightweight Aggregate) in uniform layers not to exceed an 8-inch thickness before compaction.

Compaction must be obtained by a minimum of three (3) complete coverage passes using smooth drum steel roller compaction equipment imposing contact force of 670 pounds per foot width of the roller face. Track type equipment imposes the equivalent contact pressure as that specified for steel drum rollers, as determined by the Engineer, may be used provided the three (3) complete coverages of the tracks of the track type equipment are achieved. Sufficient moisture treatment must be made to aid the compaction effort. Compaction using pneumatic-tired equipment or compaction within trenches or other limited access areas, or compaction in areas of low confining pressure, shall be by an approved method.

When alternative compaction equipment and methods of compaction (including use of pneumatic-tired equipment in trenches, in limited-access areas, and areas of low confining pressure) are selected, a test site placing and compacting lightweight aggregate material must be constructed. The alternative compaction equipment and methods of compaction must not be used until, evaluation of the test site by the Engineer and the alternative methods and equipment have been approved.

Add to Section 19-7.04 PAYMENT:

Imported Borrow is paid for as the cubic yard item for **"Rough Grading Fill"** and shall include all costs importing and installing fill and base material in place in conformance with the provisions in Section 9 PAYMENT, divided by the 95 percent of the dry unit weight measured under the requirements in California Test Method 212, using test procedure (b) Compaction Method (by jigging). Payment includes all work associated with constructing Fill in place.

Excavation, removal and haul off of site material shall be paid for under the cubic yard item for "**Rough Grading Excavation"** and shall include all costs associated with excavating, removal, trucking and disposal if required.

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20 LANDSCAPE

Replace section 20-1.01D(3) Reserved of the RSS for Section 20-1.01D Quality Assurance with:

20-1.01D(3) Soil Testing

Provide an agronomic soil test from a certified soils laboratory that uses methods of soil analysis approved by the American Society of Agronomy and the Soil Science Society of America. Collect soil samples from at least two different locations at a depth from 8 to 14 inches from the surface. Use sample locations that best represent areas that will be used for planting and seeding work. Sample locations must be authorized. Collect testing samples after the finished grade is achieved. Test Results must include the following:

Test Element	Method
pH	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 16 or USDA Agricultural handbook No. 60, Diagnosis and Improvement of Saline and Alkali Soils, Method 21a
Saturation Extract	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 14 or USDA Agricultural handbook No. 60, Diagnosis and Improvement of Saline and Alkali Soils, Method 2
Sodium Adsorption Ratio	Methods of Soil Analysis, Part 3 chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 14 or Inductively Coupled Argon Plasma Optical Emissions, EPA Method 6010B
Water Infiltration Rate	USDA Agricultural handbook No. 60, Diagnosis and Improvement of Saline and Alkali Soils, Method 34B
Base Saturation	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 40 or USDA Agricultural handbook No. 60, Diagnosis and Improvement of Saline and Alkali Soils, Method 18, 19 and 20
Exchangeable Ammonium cation	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 38
Cation Exchange Capacity	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 40 or USDA Agricultural handbook No. 60, Diagnosis and Improvement of Saline and Alkali Soils, Method 18, 19 and 20
Electrical Conductivity	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 14 or USDA Agricultural handbook No. 60, Diagnosis and Improvement of Saline and Alkali Soils, Method 2
Soil Texture	Methods of Soil analysis, Part 1, Physical and Mineralogical Methods, Soil Science Society of America, Inc.,1986, Chapter 15
Organic Content	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 37
Boron	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 38 or Inductively Coupled Argon Plasma Optical Emissions, EPA Method 6010B
Calcium	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 40 or USDA Agricultural handbook No. 60, Diagnosis and Improvement of Saline and Alkali Soils, Method 18, 19 and 20 or Inductively Coupled Argon Plasma Optical Emissions, EPA Method 6010B

Chloride	Methods of Soil Analysis, Part 3 chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 14 or USDA Agricultural handbook No. 60, Diagnosis and Improvement of Saline and Alkali Soils, Method 2 or Inductively Coupled Argon Plasma Optical Emissions, EPA Method 6010B
Copper	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 26, Ammonium Bicarbonate-Diethylenetriaminepentaacetic Acid (AB-DTPA) Method
Iron	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 23, Ammonium Bicarbonate-Diethylenetriaminepentaacetic Acid (AB-DTPA) Method
Magnesium	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 20, Ammonium Bicarbonate-Diethylenetriaminepentaacetic Acid (AB-DTPA) Method
Calcium/Magnesium Carbonate	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 34
Manganese	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 24, Ammonium Bicarbonate-Diethylenetriaminepentaacetic Acid (AB-DTPA) Method
Molybdenum	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 27, Ammonium Bicarbonate-Diethylenetriaminepentaacetic Acid (AB-DTPA) Method
Nitrate	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 31, Ion Selective Electrodes (ISE), Method
Phosphorus	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 32, Ammonium Bicarbonate-Diethylenetriaminepentaacetic Acid (AB-DTPA) Method
Potassium	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 19, Ammonium Bicarbonate-Diethylenetriaminepentaacetic Acid (AB-DTPA) Method
Sodium	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 19, Ammonium Bicarbonate-Diethylenetriaminepentaacetic Acid (AB-DTPA) Method
Sulfate/Sulfur	Communication Soil Science Plant Analysis, Chapter 33, 2002 Ammonium Bicarbonate-Diethylenetriaminepentaacetic Acid (AB-DTPA) Method, Optimization of a Method for soil sulfur extraction,

Zinc	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapter 26, Ammonium Bicarbonate-Diethylenetriaminepentaacetic Acid (AB-DTPA) Method
Aluminum	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapters 25, 27, 28, 29, 30, Ammonium Bicarbonate-Diethylenetriaminepentaacetic Acid (AB-DTPA) Method
Selenium	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapters 25, 27, 28, 29, 30, Ammonium Bicarbonate-Diethylenetriaminepentaacetic Acid (AB-DTPA) Method

Test Results must also include the following:

Test Element	Method
Arsenic	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapters 25, 27, 28, 29, 30, Ammonium Bicarbonate-Diethylenetriaminepentaacetic Acid (AB-DTPA) Method
Cadmium	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapters 25, 27, 28, 29, 30, Ammonium Bicarbonate-Diethylenetriaminepentaacetic Acid (AB-DTPA) Method
Chromium	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapters 25, 27, 28, 29, 30, Ammonium Bicarbonate-Diethylenetriaminepentaacetic Acid (AB-DTPA) Method
Cobalt	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapters 25, 27, 28, 29, 30, Ammonium Bicarbonate-Diethylenetriaminepentaacetic Acid (AB-DTPA) Method
Lead	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapters 25, 27, 28, 29, 30, Ammonium Bicarbonate-Diethylenetriaminepentaacetic Acid (AB-DTPA) Method
Lithium	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapters 25, 27, 28, 29, 30, Ammonium Bicarbonate-Diethylenetriaminepentaacetic Acid (AB-DTPA) Method
Nickel	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapters 25, 27, 28, 29, 30, Ammonium Bicarbonate-Diethylenetriaminepentaacetic Acid (AB-DTPA) Method
Silver	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapters 25, 27, 28, 29, 30, Ammonium Bicarbonate-Diethylenetriaminepentaacetic Acid (AB-DTPA) Method
Strontium	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapters 25, 27, 28, 29, 30, Ammonium Bicarbonate-Diethylenetriaminepentaacetic Acid (AB-DTPA) Method
Tin	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapters 25, 27, 28, 29, 30, Ammonium Bicarbonate-Diethylenetriaminepentaacetic Acid (AB-DTPA) Method
Vanadium	Methods of Soil Analysis, Part 3 Chemical Methods, Soil Science Society of America, Inc., 1996 Chapters 25, 27, 28, 29, 30, Ammonium Bicarbonate-Diethylenetriaminepentaacetic Acid (AB-DTPA) Method

Laboratory interpretation data must cite low, medium, and high nutrient concentrations, nutritional deficiencies, excesses, and potential toxicities. Test results must include amendment recommendations for new and existing planting and seeding.
Submit test results and any recommended design modifications as a result of the test 15 days before any planting, seeding, or soil amendments activities.

Replace the 1st through 4th paragraphs of Section 20-1.02C Pesticides with:

Notify the Engineer of pesticide application times at least 24 hours before each application. Pesticides used shall be approved prior to use by the Engineer.

Mix and apply pesticides under the regulations of the Department of Pesticide Regulation, County Biologist and the instructions on the pesticide product label.

Do not apply pesticides:

1. On Saturdays, Sundays and holidays unless authorized
2. Whenever weather and wind conditions are unsuitable for application
3. Within the plant basin
4. On the foliage and woody parts of the plant
5. In protected areas due to wetlands or protected species

The Contractor shall be responsible for detecting diseases and pests (including rabbits, gophers, groundhogs, rodents) as soon as they are present and shall take immediate action to identify, control, and remove the disease or pest within the job-site. Pest control programs of all mammals shall be done without extermination and as approved by the City's Authorized Representative. Plants shall be maintained in a disease and pest free condition. A licensed pest control operator shall be maintained to recommend and apply pesticide, herbicides, and fungicides. Contractor shall be responsible for removal of gophers and moles from site and repair any and all damage attributed to their presence. Damaged plant material due to vertebrate pests (rabbits, gophers, groundhogs, etc.) shall be replaced immediately by Contractor at no cost to City. Dead dying and damaged plant material shall be removed at no cost to the City

Replace the third paragraph in Section 20-1.02C Pesticides with:

Use of rodent poison or rodenticide use is not allowed.

Replace the 1st paragraph of Section 20-1.03C(2) Remove Existing Plants with:

Removal of existing plants includes removing their stumps and roots 1 inch or larger in diameter to a minimum depth of 30 inches below finish grade. Backfill holes resulting from stump removal to the finished grade with suitable backfill material as approved by City inspector.

Add to Section 20-1.03C(3) Weed Control:

Control weeds within the park including areas such as new and existing pavement, curbs, and sidewalks.

Pesticides may be used in planter areas only if they are 30 ft away from picnic eating areas, play areas and walkways. In areas within those limits, the contractor shall hand pull weeds.

Add to Section 20-2.01A(3)(a) General to read:

Contractor shall maintain a set of record drawing markups for the irrigation equipment installed. Markups shall dimension and scale the layout of valves, mainline piping, controller equipment. Record drawings shall be provided to the City in PDF format.

Replace the 4th paragraph of Section 20.2.01A(4)(b)(i) General with:

Perform pressure testing using Method A to test supply lines installed by trenching and backfilling and supply lines that are completely visible after installation.

Revise Section 20-2.01B(7) to read:

Valve boxes shall be a green plastic with locking lid covers. Valve boxes must not have side openings.

Replace item 1 in the list in the 2nd paragraph of Section 20-2.01B(7) Valve Boxes and Covers with:

1. Plastic

Add to the list in the 2nd paragraph of Section 20-2.01B(7) Valve Boxes and Covers:

4. Secured using a commercial-quality locking mechanism

Replace the 3rd paragraph of Section 20-2.01B(7) Valve Boxes and Covers with:

Valve box covers must be labeled. Labels must:

1. Have permanent mechanically embossed or engraved inscriptions at least 1 inch tall
2. Shall read RCV for Remote Control Valve, QC for Quick Coupler, GV for Gate Valve, and BV for Ball Valve

Add between the 4th and 5th paragraphs of Section 20-2.01B(7) Valve Boxes and Covers:

Remote control valves must be labeled with a polyurethane tag. Attach the tag tightly with a nylon tie to the conductor wire. The tag must be stamped with non-fading, waterproof, permanent lettering on both sides with the appropriate letters and numbers at least 1 inch high showing the valve's controller and station 14. Use if mowing is to be limited.

Add between the 5th and 6th paragraphs of Section 20-2.01C(2) Trenching and Backfilling:

Apply 1 application of a preemergent pesticide to trenched areas in existing ground cover areas and to trenched areas adjacent to fences, curbs, dikes and shoulders. The Engineer determines when the preemergent pesticide must be applied.

Install 14 gauge (min) insulated (purple color to ID irrigation) tracer wire (not tape) in mainline trench. Fasten to mainline on top of pipe and run continuously throughout entire run of mainline.

Add to Section 20-2.04B Materials:

You may use conductors that are not armor-clad if installed in a conduit.

Add to Section 20-2.05B Materials:

Flow sensor cable must be rated 600V and 194 degree F, be UL listed as Type TC, comply with specifications of ICEA/NEMA and:

1. Consist of 3 #18 AWG minimum stranded copper conductors. Insulated conductor must be color coded with a PVC or nylon jacket.
2. Include a tinned cooper braid or aluminized polyester film shield. Where the film is used, a no. 18 or larger, stranded or no. 16 solid, tinned, copper drain wire must be placed between the insulated conductors and the shield and in contact with the conductive surface of the shield.
3. Include a black PVC jacket with a minimum nominal thickness of either 50 mils or 48 mils where capacitance of conductors to other conductors and the shield is 87 pF/ft or better. The cable jacket must be marked with the insulation type designation, conductor size, and voltage and temperature ratings.
4. Be UV resistant and direct burial type.
5. Have no splices between components except where shown.

Add to Section 20-2.06B(2)(c) Solar Powered Irrigation Controllers:

Site irrigation controller shall be powered by a solar array panel and battery system to be mounted on galvanized steel pole adjacent to controller per plans. Pole shall be painted flat black. Align solar array panels facing south away from shade and obstructions from sun.

Replace items 2. in the list in the 1st paragraph of Section 20-2.06B(3) Irrigation Controller Enclosure Cabinets with the following:

2. Include pedestal mounted enclosure on concrete pad with stainless steel top entry enclosure. All fasteners shall pre-approved and shall be waterproof with waterproof sealant.

Replace *on grade* in the 1st paragraph of Section 20-2.08C(3) Drip Irrigation Tubing with:

on finish grade below mulch level

Replace the 4th paragraph of Section 20-2.09B(4) Tree Well Sprinkler Assemblies with:

Pea gravel for filling the drainpipe must have a maximum diameter of 1/2 inch. The gravel must be naturally rounded aggregate, clean, washed, dry, and free from clay or organic material. Include manufacturer's "sock" option or filter fabric equivalent to create a separator barrier to keep fines out.

Add to Section 20-2.15 – Payment:

Payment for installing irrigation equipment and incidentals required to complete a functional irrigation system shall be paid for under each unit price paid for the following bid items and no further payment shall be made.

- **"Irrigation – Pop-up Heads"**
- **"Irrigation – Tree Bubblers"**
- **"Irrigation – Drip Zone Kit RCV"**
- **"Irrigation – Remote Control Valve Assembly"**
- **"Irrigation – Quick Coupler Valves"**
- **"Irrigation – Ball Valves"**
- **"Irrigation – Master Valve"**
- **"Irrigation – Flow Sensor"**
- **"Irrigation – Controller Assembly"**

Payment for installing irrigation equipment and incidentals required to complete a functional drip irrigation system shall be paid for under the square foot unit price paid for **"Irrigation - Drip Irrigation"** and no further payment shall be made.

Payment for the solar array system and incidentals required to complete a functional solar array system capable of powering the controller adjacent to it in a sustained manner shall be paid for under the lump sum unit price paid for **"Irrigation - Solar Array"** and no further payment shall be made.

Payment for installing irrigation piping including pipe fittings, trenching, and incidentals required to complete a functional piping system shall be paid for under the linear feet unit price paid for **"Irrigation - Mainline Pipe"** and **"Irrigation - Lateral Pipe"** respectively, and no further payment shall be made.

Add to Section 20-3.01B(3)(a) General:

Soil amendment must be a blend of existing on-site soils amended with amendments per recommendations of the approved soils fertility analysis. The following soil amendments and fertilizers are to be used FOR BIDDING PURPOSES ONLY. Final fertilizer products shall conform to County of Santa Barbara IPMP. A copy of the IPMP is available upon request.

1. Site Soil: Top 6 inches of site soil shall be amended with following blend of amendments per 1000 square feet.

Amount	Ingredient
6 Cubic Yards	Nitrogen Stabilized 0" – ¼" Fir Bark
15 lbs	12-12-12 Commercial Fertilizer as approved
15 lbs	Soil Sulfur
100 lbs	Agricultural Gypsum

2. Backfill Mix (on-grade locations): Amend site soil as follows per cubic yard.

Amount	Ingredient
3/5 Cubic Yard	Surface Soil
2/5 Cubic Yard	Nitrogen Stabilized 0” to ¼” Fir Bark
1 lb	12-12-12 Commercial Fertilizer as approved
2 lbs	Iron Sulfate as Specified
10 lbs	Agricultural Gypsum

3. Actual amendments may vary for planting areas (non-biofiltration areas) if imported topsoil is required to establish finish grade. Provide all additional amendments as may be required by subsequent soil testing of approved imported topsoil and as directed by the City Engineer.

4. Bio-infiltration Planter Soil Mix:
    1. Imported Mix comprising of the following unless required otherwise by the local jurisdiction:
        a. Soil mix shall be made up of 65% sand meeting ASTM-C33 for fine aggregate, 20% sandy loam, and 15% high quality compost meeting the requirements listed below.
            1) Compost for Bioretention soils shall be analyzed by an accredited lab using #200, 1/4 inch, 1/2 inch, and 1 inch sieves ASTM D 422 or as approved by the local municipality. Sieve analysis shall meet the requirements listed below:

Sieve Size Percent Passing (By Weight)	Min.	Max.
SAND:		
3/8"	100	100
No. 4	90	100
No. 8	70	100
No. 16	40	95
No. 30	15	70
No. 40	5	55
No. 100	0	15
No. 200	0	5
COMPOST		
1"	99	100
1/2"	90	100
1/4"	40	90
No. 200	2	10

        b. Materials shall be mechanically blended using a high-speed shredder apparatus and stored on a clean asphalt pad or approved equal. The material shall be tested to prove infiltration rates greater than 5 inches per hour.

Add after Section 20-3.01B(3)(a) General:

20-3.01B(3)(b) Iron Sulfate

Iron sulfate must be ferrous sulfate in pelleted or granular form containing not less than 18.5 percent iron expressed as metallic iron.

Replace the 4th item of the third paragraph of Section 20-3.01B(7) with the following:

Be at least 2 feet wide and 3 feet deep. Be "Deep Root Control Barrier model UB36-2" manufactured by Deep Root Corp. or approved equal.

Add to Section 20-3.01B(4)(b) Slow-release Fertilizers:

Fertilizer tablets for container plantings shall be Agriform long lasting fertilizer tablets 20-10-5 unless directed otherwise by the soils fertility analysis results.

Replace the 3rd paragraph of Section 20-3.01B(9) Foliage Protectors with:

Support stakes must be 2-inch nominal diameter or 2-by-2 inch nominal size wood stakes a minimum of 5 feet long. Wood stakes must be straight.

Trees shall be tied to stakes using (quantity - 4 min) "Cinch Tie" 24-inch tree ties with UV inhibitor. VIT Products or approved equal.

Revise Section 20-3.02D - Payment

The payment for soil amendments, fertilizers, and soil testing shall be included in the lump sum payment provided for bid item **"Landscape – Soil Amendments & Fertilizers"**. Payment for planting container plants shall include all materials, labor, delivery, and incidentals required and shall be paid for under each unit price paid for **the following bid items** and no further payment shall be made.

- **"Landscape – 1 Gal Shrubs"**
- **"Landscape – 5 Gal Shrubs"**
- **"Landscape – 15 Gal Shrubs"**
- **"Landscape – 24" Box Trees"**

Payment for planting sod shall include all materials, labor, delivery, and incidentals required and shall be paid for under the square foot unit price paid for **"Landscape – (Sod)"** and no further payment shall be made.

Add to Section 20-4.01A Summary:

This project has a Type 2 plant establishment period of 90 days.

Replace the 1st paragraph of Section 20-4.01C(1) General with:

Submit the following seasonal watering schedules for use during the plant establishment period:

1. March through May
2. June through August
3. September through October

4. November through February

Submit the first season's watering schedule within 10 days after the start of the plant establishment period. Submit subsequent watering schedules at least 5 days before start of the next seasonal period. Remote irrigation control system watering schedule must use the remote irrigation control system software program.

Add before the 1st paragraph of Section 20-4.03A General:

Maintain a neat and presentable job site during plant establishment including areas not visible to the public.

Replace the 3rd paragraph of Section 20-4.03A General with:

Do not remove foliage protectors. Remove nursery stakes for tree species immediately following planting.

Add to Section 20-4.03C Fertilizing:

Apply slow-release fertilizer to the plants during the 1st week of March and October of each year.
Apply organic fertilizer to the plants during the 1st week of March and October of each year.

Add to Section 20-4.03D Weed Control:

Dispose of weeds under section 20-1.03C(4).

Add to Section 20-4.03:

20-4.03H Pest Control

Control pests under Sections 20-1.03B PESTICIDES and 20-1.03C(1) GENERAL.

20-4.03I Guarantee

GUARANTEE.

The guarantee period shall begin upon written notice by City of substantial compliance with plans and specifications have been achieved by Contractor.

Upon acceptance, all construction shall be guaranteed by the Contractor for a period of one year against defects in materials and workmanship.

Any settling of backfill trenches which may occur during the one-year guarantee period shall be backfilled, compacted, and transitioned smoothly with adjacent gradients to the City's satisfaction by the Contractor without expense to the City, including the complete restoration of damaged planting, paving, or other improvements of any kind.

The Contractor, within ten (10) working days of notification by the City Representative, shall remove and replace all guaranteed plant materials which, for any reason, fail to meet the requirements of the guarantee. Replacement shall be made with plant materials as indicated or specified for the original planting and all such replacement materials shall be guaranteed as specified for the original guaranteed materials.

Add to Section 20-4.04 - Payment

Payment for Plant Establishment Period shall include all maintenance activities required to complete a Type 2 Establishment Period including labor, materials, delivery, debris haul off and incidentals required to complete the period and shall be paid for under the month unit price paid for **"Landscape – Maintenance Period (90 day)"** and no further payment shall be made.

Add to the list in the 1st paragraph of Section 20-2.06B(2)(a) General:

17. Be EPA WaterSense® approved.

Replace item 1 in the list in the 1st paragraph of Section 20-2.06B(3) Irrigation Controller Enclosure Cabinets with:

1. Be cold-rolled steel or aluminum. The finish color of the irrigation controller enclosure cabinets must match color no. 20450 of AMS-STD-595.

Controller cabinet shall be a locking metal pedestal enclosure as indicated in product specification listed on irrigation legend.

Add to Section 20-5.04D - Payment:

Payment for mulch shall include procuring, delivery, layout and spread of mulch as shown on the plans including any incidentals required to complete mulch and shall be paid for under the square foot unit price paid for **"Landscape – Mulch"** and no further payment shall be made.

Replace Section 20-10.02C(2) with Check and Test Existing Irrigation Facilities:

20-10.02C(2) Check and Test Existing Irrigation Facilities

Check and test existing irrigation system facilities that will remain in place or will be relocated before performing clearing and grubbing, earthwork, or other construction activity that will affect the existing irrigation system.

When available, use existing irrigation control software program and flow sensors to conduct the test. Clear obstructions in strainers and filters before conducting tests. The Engineer determines the test watering cycle lengths and controller information to be utilized during the tests.

Check for and document deficiencies in the existing irrigation systems including:

1. Missing, damaged or malfunctioning irrigation components
2. Leaks on supply line and irrigation components
3. Electrical continuity between irrigation controller and irrigation components
4. Electrical power at the irrigation controller
5. Communication between irrigation controller and remote access devices

Correct deficiencies as ordered. The correction of deficiencies is change order work.

Replace the introductory clause of the 1st paragraph of Section 20-10.03A(3) Submittals with:

Submit a work plan within 20 days before the start of job site activities for:

Replace item 2 in the list in the 1st paragraph of Section 20-10.03A(3) Submittals with:

2. Maintaining existing planted areas as shown. The work plan must have a detailed description that includes work methods and areas, rates of fertilizer per plant, and a schedule for:
   2.1. Watering
   2.2. Controlling weeds and invasive plants
   2.3. Controlling pests
   2.4. Applying fertilizer
   2.5. Mowing and trimming of turf
   2.6. Repair and maintenance of plant basins, stakes, foliage protectors and plant identification markers
   2.7. Replacing dead or unhealthy plants

Replace the 1st paragraph of Section 20-10.03A(4) Quality Assurance with:

Perform an inspection in existing planted areas in the presence of the Engineer. Complete the inspection and submit a list of deficiencies 15 days before the start of job site activities.

Replace the 2nd paragraph of Section 20-10.03A(4) Quality Assurance with:

Deficiencies that may require corrective action include:

1. Weeds and invasive plants
2. Diseased or unhealthy plants
3. Overgrowth
4. Pests
5. Plant stakes and tree ties that are damaged or missing
6. Other deficiencies needing corrective action to promote healthy plant life

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21 EROSION CONTROL

Add to Section 21-2.02H Straw:

Straw must be certified weed free under the Department of Food and Agriculture.

Replace Section 21-2.02K Compost with:

21-2.02K Compost

Compost must be derived from one or a combination of the following types of materials:

1. Green material consisting of chipped, shredded, or ground vegetation or clean, processed, recycled wood products
2. Biosolids
3. Manure
4. Mixed food waste

Compost must not be derived from mixed municipal solid waste and must not contain paint, petroleum products, pesticides, or other chemical residues harmful to plant or animal life. Metal concentrations in compost must not exceed the maximum listed under 14 CA Code of Regs § 17868.2.
Process compost materials under 14 CA Code of Regs § 17868.3.
The particle size must comply with the requirements shown in the following table:

Compost Gradation

Quality characteristic	Test method[a]	Requirement	
		Min	Max
Gradation Fine:(dry weight % passing) 1-inch sieve 3/8-inch sieve	TMECC 02.02-B	 100 95	 -- --
Gradation Medium:(dry weight % passing) 2-inch sieve 3/8-inch sieve	TMECC 02.02-B	95 40	-- 55
Gradation Coarse:(dry weight % passing) 3-inch sieve 3/8-inch sieve	TMECC 02.02-B	95 25	-- 35

[a] TMECC refers to *Test Methods for the Examination of Composting and Compost*, published by the United States Department of Agriculture and the United States Compost Council (USCC).

The quality characteristics of compost must have the values shown in the following table:

Compost

Quality characteristic	Test method[a]	Requirement	
		Fine	Medium/Coarse
pH	TMECC 04.11-A	6–8.5	6-8.5
Soluble salts (dS/m)	TMECC 04.10-A	0–10	0-10
Moisture content (% wet weight)	TMECC 03.09-A	25–60	25-60
Organic matter content (% dry weight)	TMECC 05.07-A	30–70	30-100
Maturity (seed emergence) (% relative to positive control)	TMECC 05.05-A	80 or above	80 or above
Maturity (seedling vigor) (% relative to positive control)	TMECC 05.05-A	80 or above	80 or above
Stability (mg CO_2-C/g OM per day)	TMECC 05.08-B	5 or below	8 or below
Pathogen Salmonella (most probable number per 4 grams dry weight basis)	TMECC 07.01-B	< 3	< 3
Pathogen Fecal coliform (most probable number per gram dry weight basis)	TMECC 07.01-B	< 1,000	< 1,000
Physical contaminants (% dry weight) Plastic, glass, and metal	TMECC 02.02-C	combined total: < 0.5	combined total: < 1.0
Film plastic (% dry weight)	TMECC 02.02-C	Combined total: < 0.1	Combined total: < 0.1

[a] TMECC refers to *Test Methods for the Examination of Composting and Compost*, published by the United States Department of Agriculture and the United States Compost Council (USCC).

Add to Section 21-2.02P Fiber Rolls:

Straw for fiber roll must be certified weed free under the Department of Food and Agriculture.

DIVISION IV SUBBASES AND BASES

26 AGGREGATE BASES

Replace the 1st paragraph of Section 26-1.03E Compacting with:

Compact each AB layer to at least 95 percent relative compaction under California Test 231 except forpermeable aggregate base.

Replace Section 26-1.04 – Payment with:

The contract price paid per the unit price for Aggregate Base shall be included in the respective bid items where aggregate base is installed and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved to place.

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DIVISION V SURFACING AND PAVEMENTS

39 ASPHALT CONCRETE

Asphalt patchback shall conform to County of Santa Barbara standards and Caltrans Specifications for Hot mIx asphalt paving Type A

Add to Section 39-2.02D Payment

Payment for **"Asphalt Paving Patchback"** shall be at the contract square foot price and shall include all labor, materials, equipment required for installing asphalt paving, per standards listed above.

The price bid shall be considered to include full payment for all materials, labor, equipment and incidentals required to construct the concrete improvements in accordance with the Contract Documents.

DIVISION VII DRAINAGE FACILITIES

64 PLASTIC PIPE

Add to Section 64-2.02A General:

Storm drain pipe shall be corrugated HDPE smooth interior pipe with bell and spigot joints (Type S).

Add to Section 64-3.04 Payment:

Payment for procuring and installing the undersidewalk drain from curb to inlet shall include all materials, labor, delivery, and incidentals required and shall be paid for under the lump sum unit price paid for **"Undersidewalk Drain"** and no further payment shall be made.

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68 SUBSURFACE DRAINS

Revise *Reserved* Section 68-6 RESERVED: to DRAIN INLETS

General - Provide submittal for approval of pre-cast concrete drain inlet structures.

PAYMENT

Payment for Pre-Cast Concrete Drain inlet structures shall be bid under the unit price per EACH for **"Pre-Cast Concrete Storm Drain Inlets"** and shall include purchase, delivery, installation including lids with all incidentals required to install devices in place. No additional bid item will be provided.

Payment for modifying existing concrete drain inlet structure and connecting to new drain pipe shall be bid under the lump sum unit price for **"Modify Ex. Drain Inlet Structure"** and shall include demolition/modification, installation with all incidentals required to install devices in place. No additional bid item will be provided.

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DIVISION VIII MISCELLANEOUS CONSTRUCTION

73 CONCRETE CURBS AND SIDEWALKS

Add to Section 73-1.04 PAYMENT:

Payment for **"Concrete Curb & Gutter Replacement at Undersidewalk Drain"** shall be at the contract square foot price and shall include all labor, materials, equipment required for installing concrete curbs, concrete gutters per City of Goleta Standards. The price bid shall be considered to include full payment for all materials, labor, equipment and incidentals required to construct the concrete improvements in accordance with the Contract Documents.

Add to Section 73-2.04 PAYMENT:

Payment for **"Concrete Grass Mow Curb Edging", ~~"Concrete Playground Curb",~~ "Edging and Concrete Path Retention Curb Edging"** shall be at the contract unit price per linear foot for each separate bid item. The price bid shall be considered to include full payment for all materials, labor, equipment and incidentals required to construct the concrete improvements in accordance with the Contract Documents.

Payment for **"Concrete Playground Curb"** shall be at the contract unit price per linear foot for each separate bid item. The price bid shall be considered to include full payment for demolition, removal, clearing, and disposal of existing mow curb and all materials, labor, equipment and incidentals required to construct the new concrete improvements in accordance with the Contract Documents.

Add to Section 73-3.01C Submittals:

Within two (2) working days of completing the surveys, submit preconstruction and post-construction surveys sealed and signed by one of the following:

1. Land surveyor licensed in the State
2. Engineer who is registered as a Civil Engineer in the State prior to 1982

Replace *Reserved* in Section 73-3.01D(3) Quality Control with:

For locations shown, perform a preconstruction survey to ensure forms and job site constraints will allow for compliance with required design dimensions and slopes shown. Upon completing the work, perform a post-construction survey to verify design dimensions and slopes requirements are met. The post-construction survey must include a minimum of 3 measurements for each dimension and slope requirement shown. Individual measurements must be equally distributed across the specified slope or dimensional surface. Document and submit these measurements on the Americans with Disabilities Act Compliance Inspection Report form for the facility type shown. Include the equipment and control used to conduct the survey.

Add to Section 73-3.02 MATERIALS:

Apply joint sealant – Sika Flex (or approved equal) to all concrete expansion joints in curbs, and walks. Color shall be gray or otherwise match concrete being placed.

Expansion joints shall receive ½" asphalt expansion filler the full depth of the slab for the full length of the joint.

Add to the beginning of Section 73-3.03 CONSTRUCTION:

Before placing concrete, verify that forms and job site constraints allow the required dimensioning and slopes shown. Immediately notify the Engineer if the Contractor encounters job site conditions that will not accommodate the design details.

Revise Section 73-3.03 CONSTRUCTION part 2:

20-foot intervals maximum for expansion joint spacing

Add to Section 73-3.03 CONSTRUCTION:

Jointing - Contractor shall provide expansion joints using pre-molded joint filler at concrete work abutting curbs, walks, and other fixed objects and shall:

a. Locate expansion joints as indicated. When not indicated, provide joints at maximum 20'-0" on center for curbs and walks. Align expansion joints in abutting curbs and walks. Expansion joint material shall be as noted on drawings and shall extend to full depth of concrete section.

b. Install expansion joint fillers full-width and depth of joint. Recess top edge below finish to receive sealants as indicated on the details.

c. Provide joint fillers in single lengths for the full slab width, whenever possible. Fasten joint filler sections together when multiple lengths are required.

d. Where intersecting joints occur, join top edge and continue any spliced joints without deviation of form line or direction.

e. Protect the top edge of the joint filler during concrete placement.

f. Install joint sealant per manufacturer's instructions.

g. Control joints shall be spaced no greater than 10 ft on center unless directed otherwise on plans and provided to a depth equal to 1/3 the thickness of the concrete pour.

h. Joints tying into existing pavement shall be dowelled a minimum of 24" on center with ½" diameter x 12" long concrete dowels. Epoxy dowels with a Simpson set XP epoxy or approved equal.

Add to Section 73-3.04 - Payment:

Payment for **"Concrete Walks"** shall be at the contract unit price per square foot.

The price bid shall include full compensation for all labor, materials, tools, aggregate base, sawcutting, concrete, removal of existing sidewalk, hauling, and placement, complying with ADA requirements, placing concrete, compaction, raising existing facilities to grade, as shown on the plans incidentals and equipment required to

complete these items of the work, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions and as directed by the Engineer.

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80 FENCES

80-1.02 Materials

In addition to Section 80-1 GENERAL the Contractor shall install a temporary chain link fences as outlined in these special provision and as directed by the Engineer unless directed otherwise, temporary fencing shall be 6 ft in height installed on temporary stands outside of public path of travel.

MEASUREMENT AND PAYMENT

Temporary Fencing is measured and paid for in the linear foot unit price paid and constructed in the same manner specified for fence in Section 80 FENCES of the State Standard Specifications.

The contract linear foot price paid for **"Temporary Fencing"** includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the temporary chain link fence complete in place, including maintenance, removal of materials, and backfilling and repairing holes, depressions and other ground disturbance, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as ordered by the Engineer.

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DIVISION XI MATERIALS

90 CONCRETE

Add to Section 90-1.01D(5) Compressive Strength:

Concrete for fence posts, walks and curbs shall have a 28-day compressive strength of 2,800 psi

Concrete for structure footings shall have a minimum 28-day compressive strength of 2,800 psi and shall require compressive testing as directed by the City's Authorized Representative.

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96 GEOSYNTHETICS

Add to Section 96-1.02B Filter Fabric:

Filter fabric shall be Mirafi 140N geotextile fabric or approved equal.

Add to Section 96-1.04 Payment:

Payment for geotextiles shall be included in the separate bid items the geotextiles are used in. No other payment shall be made.

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DIVISION XII BUILDING CONSTRUCTION

99 BUILDING CONSTRUCTION

Replace *Reserved* in Section 99 BUILDING CONSTRUCTION with:
SECTION 901 – NOT USED

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SECTION 902 – SPLIT RAIL FENCING (WOOD)

902-1 General

A. **Section includes:**

1. Construction of rough cedar 3-rail split rail fencing

2. Provide all labor, all materials (i.e., pickets, rails, posts, and hardware) required for installation of the wood fencing specified herein and as indicated on the Drawings.
3. Concrete footings.

B. **REFERENCES**

1. Not used.

C. **QUALITY ASSURANCE**

1. Qualifications: Provide laborers and supervisors who are thoroughly familiar with the type of construction involved and the materials and techniques specified.

D. **SUBMITALS**

1. Shop Drawings showing general fabrication of Wood Rail fencing.

E. **DELIVERY, STORAGE AND HANDLING**

1. Upon receipt at the job site, all materials shall be checked to ensure that no damages occurred during shipping or handling.
2. Materials shall be stored in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism and theft.

902-2 MATERIALS

A. WOOD

a. Post, rails shall be rough cedar.
b. Wood for wood rail fencing shall be free of knots and broken splits. Fence boards shall be straight and not warped within 1/2” tolerance. Boards shall be snug fit into posts. All wood directly touching earth or concrete shall be treated, or naturally resilient to rot.

902-2 INSTALLATION

A. POSTS

a. Set posts plumb in place. Tolerance of ¼”
b. Components shall fit snug with minimal movement. Tolerance of ¼” of movement.

902-3 MEASUREMENT AND PAYMENT

Payment for **"Wood Rail Fencing** or fence will be made at the contract price per **linear foot** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing fence, complete in place, and no additional compensation will be made.

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SECTION 903 – PLAYGROUND SURFACING

903-1.1 SECTION INCLUDES

A. Protective surfacing for playground area:
   1. Poured-in-Place Rubber at Play Equipment
B. Subbase under resilient surfacing.

903-1.2 RELATED REQUIREMENTS

A. Chapter 19 – Earthwork
B. Chapter 25 – Aggregate Subbases
C. Section 904 – Playground Equipment
D. Chapter 64 – Gravity Pipe (Subsurface drains underneath surfacing)
E. Chapter 96 –Geosynthetics

903-1.3 REFERENCE STANDARDS

A. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3 (2,700 kN m/m3)); 2012.
B. ASTM D2047 - Standard Test Method for Static Coefficient of Friction of Polish-Coated Floor Surfaces as Measured by the James Machine; 2011.
C. ASTM F1292 - Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment; 2009.
D. ASTM F1487 - Standard Consumer Safety Performance Specification for Playground Equipment for Public Use; 2011.
E. CPSC Pub. No. 325 - Public Playground Safety Handbook; 2010.

903-1.4 DEFINITIONS

A. Use Zone: The area beneath and immediately adjacent to a play structure or equipment (play event) that is designated for unrestricted circulation around equipment, and on whose surface it is predicted that a user would land when falling from or exiting the equipment.
B. Critical Fall Height: The maximum fall height at which the protective surfacing meets the requirements of ASTM F1292.
C. Fall Height: The vertical distance between the finished elevation of the designated play surface and the finished elevation of the protective surfacing beneath it as defined by ASTM F1487.

D. Protective Surfacing: Resilient ground surfacing. The characteristics of the protective surfacing are based on the fall height of the playground equipment. Changes in either the surfacing or the fall height, particularly reducing the resilience of the protective surfacing or increasing the fall height, will reduce safety-related performance.

E. Subbase: A layer under the resilient layer of the protective surfacing but over the subgrade; may be rigid, as in concrete or bituminous, or aggregate.

F. Subgrade: The surface of the ground on which the protective surfacing is installed.

903-1.5 SUBMITTALS

A. Product Data: For all manufactured surfacing products, provide manufacturer's product data showing materials of construction, compliance with specified standards, installation procedures, and safety limitations.
   1. Include IPEMA certifications where required.

B. Product Data: For natural surfacing materials, provide supplier's certification or mill certificate showing compliance with specified requirements.

C. Samples: For each product for which color must be selected provide color chart showing full range of colors.
   1. Rubber, colored wearing course: actual material samples of manufacturer's full color range.
   2. Provide physical samples of surfacing with percentages of selected multiple colors included as approved by the City.

903-1.6 QUALITY ASSURANCE

A. Maintain one copy of the latest edition of ASTM F1487 and CPSC Pub. No. 325 at project site.

B. Installer Qualifications: Company certified by manufacturer for training and experience installing the protective surfacing; provide installer's company name and address, and training and experience certificate.

C. IPEMA Certification – Provide City with copy of current certificates of International Play Equipment Manufacturers Association (IPEMA) installers

903-1.7 PRE-INSTALLATION MEETING

A. Convene a meeting one week before starting earthwork for playground to discuss coordination between various installers.
   1. Require attendance by personnel responsible for grading and installers of playground equipment, protective surfacing, footings, and adjacent work.
   2. Include representatives of Contractor.
   3. Notify Engineer at least 2 weeks prior to meeting.

903-1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver, handle, and store protective surfacing to project site in accordance with manufacturer's recommendations.

B. Store materials in a dry, covered area, elevated above grade.

903-1.9 WARRANTY

A. Provide minimum 5-year manufacturer's warranty for playground surfacing.

903-2.1 DESIGN CRITERIA

A. Because the safety of the playground depends on strict conformance to the design criteria, this information is provided for Contractor's information.
   1. The protective surfacing constitutes a resilient layer installed over a non-resilient layer, which is installed over the subgrade, with the top of playground equipment footings and anchorage devices covered by full depth of the resilient portion of the protective surfacing.
   2. The top elevation of the protective surfacing is intended to be flush with adjacent grades.
   3. Use Zone: The protective surfacing has been designed to provide acceptable impact attenuation as defined in ASTM F1292. As critical fall heights can change by the manufacturer, the contractor shall provide confirmation of applicable fall heights as part of the product submittal for approval.

903-2.2 MATERIALS

A. Manufacturer
   1. Submit from the following pre-approved list
      a. Spectraturf
      b. Play and Park
      c. Totturf
      d. Approved Equal

B. Poured-In-Place Membrane Surfacing: Weather-resistant wear layer over impact attenuating substrate over aggregate subbase.
   1. Wear Layer: Supreme System by Surfacemax or approved equal
   2. Wear Layer Thickness: 1/2 inch, minimum.
   3. Coefficient of Friction, when wet: 0.8, minimum, when tested in accordance with ASTM D2047.
   4. Wear Layer Color(s): As listed below:
      a. Color #1: (Surfacemax Supreme System or approved equal) Blend of two (2) Premium colors. Blend mix to be determined.
      b. Color #2: (TTA – Tot Turf Advantage for high use areas): Blend of two (2) Premium colors. Blend mix to be determined.
   5. Impact Attenuating Substrate: 100 percent recycled shredded styrene butadiene rubber (SBR) shreds or granules with 100 percent solids polyurethane binder to form a resilient material; do not use foam rubber.
   6. Resilient Depth: As required to achieve specified Critical Fall Height as defined in ASTM F1292 but not more than depth indicated; maintain top elevation flush with adjacent grades.

7. Certification: Provide IPEMA certification of ASTM F1292 Critical Fall Height at thickness specified.
8. Product – Refer to plan sheet LC001

C. Geotextile Fabric: Nonwoven polypropylene sheet. Mirafi 140N geotextile fabric or approved equal.

903-3 EXAMINATION

A. Playground equipment installer will perform playground layout prior to installation of footings; verify correctness of layout before starting this work.

B. Verify that playground equipment and site furnishings and irrigation system located within playground area are complete.

C. Verify location of underground utilities and facilities in the playground area. Damage to underground utilities and facilities will be repaired at Contractor's expense.

D. Verify that subgrades are at proper elevations and that smooth grading is complete.

E. Verify that proper depth of surfacing is marked on base supports of playground equipment.

903-4 PREPARATION

A. Correct subgrade irregularities to ensure that required depth of protective surfacing can be installed, and subgrade elevation is in accordance with manufacturer's requirements.

B. Inside Use Zones remove all obstructions that would extend into the resilient protective surfacing.

C. Remove rocks, debris, and other similar items.

D. Install containment curbs with top surface flush with intended elevation of top surface of protective surfacing.

903-5 SUBBASE

A. Install aggregate subbase as indicated on drawings and per these special provisions. Compact aggregate to maximum 95 percent, in accordance with ASTM D1557.

B. Install with top surface of subbase no higher than grades and levels indicated and not more than 1/4 inch lower than grades and levels indicated.

C. Install in true, even plane, sloped to provide positive drainage.

D. Flatness Tolerance: 1/4 inch in 10 feet, maximum.

903-6 RESILIENT SURFACING LAYER

A. Install in accordance with CPSC Pub. No. 325, ASTM F1487, manufacturer's instructions, and requirements of authorities having jurisdiction (AHJ).

B. Install proper thickness throughout Use Zone(s).

C. Clean and dry surface of subbase.

D. Cover aggregate subbase with geotextile fabric:
   1. Verify that aggregate is free of ruts or protruding objects.
   2. Lap minimum 4 inches width at seams. Adhere seams in accordance with manufacturer's recommendations.
   3. Install fabric smooth, and free of tensile stresses, folds, or wrinkles.
   4. Protect fabric from clogging, tears, or other damage during surfacing installation.
   5. Repair or replace damaged fabric in accordance with manufacturer's recommendations.

E. Poured In Place Surfacing:
   1. Mix components mechanically on-site in accordance with manufacturer's directions; do not mix by hand.
   2. Install seamlessly; ensure complete bond to subbase.
   3. Cover footings and foundations and adhere tightly around penetrating elements.
   4. Maintain full thickness of resilient layers within Use Zone; cover or abut containment curbs as indicated on drawings; completely cover tapered transition edges.
   5. Hand trowel exposed surface to smooth, even finish.
   6. Impact Attenuation Layer: Install entire layer in one continuous pour on the same day unless written City authorization is provided in advance of installation.
   7. Wear Surface: Bond wear surface to substrate with adhesive. Apply adhesive in small quantities so that wear surface can be applied before adhesive dries.
      a. Install surfacing seamlessly. When wear surface is composed of different color patterns, pour surface continuously and seamlessly.
      b. When seams are required due to color change or field conditions, place adjacent wear surface as soon as possible, before initial pour has cured. Coat edge of initial pour with adhesive and apply wear surface mixture immediately.
      c. Add a minimum of 1/16 inch depth to specified surfacing depth to ensure required impact attenuation performance is met.
      d. Install wear surface to cover foundations and adhere tightly around elements penetrating the surface.

903-7 FIELD QUALITY CONTROL

A. Engineer will inspect playground surfacing after installation to verify that surfacing is of proper type and depth and that playground meets specified design safety and accessibility requirements.

B. Repair or replace rejected work until compliance is achieved.

C. Provide security fencing around freshly installed surfacing for the duration of the curing process.

903-8 CLEANING AND PROTECTION

A. Restore adjacent existing areas that have been damaged from the construction.

B. Clean playground equipment of construction materials, dirt, stains, filings, and blemishes due to shipment or installation. Clean in accordance with manufacturer's instructions, using cleaning agents as recommended by manufacturer.

C. Clean playground area of excess construction materials, debris, and waste.

D. Remove excess and waste material and dispose of off-site in accordance with requirements of authorities having jurisdiction.

E. Provide temporary fencing to secure playground from public from installation until substantial completion is determined. Protect installed products until Date of Substantial Completion.

F. Replace damaged products before Date of Substantial Completion.

903-9 MEASUREMENT AND PAYMENT

The Contract Unit Price per **square foot** for **"Playground Rubber Surfacing"** installed in place shall be considered full compensation for furnishing and installing the sub-base, earthwork, haul-off, surfacing materials, and furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in **"Playground Rubber Surfacing"**, complete in place, as shown on the Plans, and as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

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SECTION 904 – PLAYGROUND EQUIPMENT INSTALLATION

904-1.1 SECTION INCLUDES

A. Inventory City Owned Playground Equipment at City storage yard (580 North La Patera Lane Goleta, CA 93117 within the City of Goleta) a minimum of six (6) weeks prior to the notice to proceed date. Immediately notify Engineer of any missing playground equipment components. Verify location prior to construction.

B. Confirmation of all manufacturer components required are provided

C. Transport Play Equipment to Construction Site

C. Playground layout (staking)

D. Installation of Playground equipment

904-1.2 RELATED REQUIREMENTS

A. Section 19 – Earthwork

B. Section 90 – Concrete

C. Section 903 – Playground Surfacing

904-1.3 DEFINITIONS

A. Play Event: A piece of playground equipment that supports one or more play activities.

B. Use Zone: Area under and around a play event within which the ground surfacing must meet fall impact attenuation requirements of ASTM F1292 when tested at the fall height specified for the play event.

C. Fall Height: Vertical distance between the finished elevation of the designated play surface and the finished elevation of the protective surfacing beneath it, as defined in ASTM F1487.

D. Protective Surfacing: Resilient ground surfacing. The characteristics of the protective surfacing are based on the fall height of the playground equipment. Changes in either the surfacing or the fall height, particularly reducing the resilience of the protective surfacing or increasing the fall height, will reduce safety-related performance.

E. Subgrade: Surface of the ground on which the protective surfacing is installed; the subbase for the protective surfacing is installed over the subgrade.

904-1.4 REFERENCE STANDARDS

A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2015.

B. ASTM F1292 - Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment; 2009.

C. ASTM F1487 - Standard Consumer Safety Performance Specification for Playground Equipment for Public Use; 2011.

D. CPSC Pub. No. 325 - Public Playground Safety Handbook; 2010.

904-1.5 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Meetings: Convene a meeting one week before starting earthwork for playground to discuss coordination between various installers.
   1. Require attendance by personnel responsible for grading and installers of playground equipment, protective surfacing, footings, and adjacent work.
   2. Include representatives of Contractor.
   3. Notify Engineer at least 2 weeks prior to meeting.

904-1.6 SUBMITTALS

A. Installers Qualifications: Include Playground Manufacturer’s certification for Contractor as a Factory Certified Installer.

904-1.7 QUALITY ASSURANCE

A. Maintain one copy of the latest edition of ASTM F1487 and CPSC Pub. No. 325 at project site.

B. Installer Qualifications: Company that specializes in installation of playgrounds. Provide list of at least five (5) playgrounds that installer has completed in the last five (5) years, including project addresses and City reference information. Listed projects should be for public agency(s), with components that are similar in scale and type.

1. Shall be a qualified certified playground installer and hold a current certification from the playground manufacturer, Park & Play Structures, at the time of bid.

904-1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver, handle, and store equipment to project site without damaging components

B. Store materials in a dry, covered area, elevated above grade.

904-2 EQUIPMENT

904-2.1 MANUFACTURERS

A. Refer to plan sheet LC001

904-2.2 PLAYGROUND EQUIPMENT - GENERAL

A. Design Assumptions: Because the safety of the playground depends on strict conformance to the design criteria, this information is provided for Contractor's information.
   1. If deviations from specified dimensions, especially fall heights, is required, obtain approval prior to proceeding; follow approval request procedure as specified for substitutions.

B. Install all footings and equipment per the manufacturer’s installation instructions found in Appendix M
   1. Playground protective surfacing constitutes a resilient layer installed over a subbase (non-resilient) that is installed over subgrade; top of footings and anchorage devices is to be covered by full depth of resilient portion of protective surfacing.
   2. Protective Surfacing Depth: As indicated on drawings.

C. Label each equipment item with permanent labels stating age group that equipment was designed for, manufacturer identification, and warning labels in accordance with ASTM F1487.

904-2.3 SIGNAGE

A. Provide signage indicating “Warning – Entering this area can expose you to chemicals known to the State of California to cause cancer, birth defects or other reproductive harm. For more information go to www.P65warnings.ca.gov”

B. Install all manufacturer’s recommended labels and signage in accordance with ASTM F1487.

904-2.3 PLAYGROUND EQUIPMENT

A. Conform to ASTM F1487 and CPSC Pub. No. 325; provide equipment conforming to specific requirements for relevant age group(s).
   1. Provide components having factory-drilled holes; do not use components with extra holes that will not be filled by hardware or covered by other components.

B. Certification: For each component. provide International Play Equipment Manufacturers Association (IPEMA) certification that product complies with ASTM F1487.

904-3 VERIFICATION OF CONDITIONS

A. Verify that playground equipment footings have been installed in proper locations and at proper elevations.

B. Verify location of underground utilities and facilities in playground area; damage to underground utilities and facilities will be repaired at Contractor's expense.

904-4 PREPARATION

A. Stake location of playground elements, including Use Zone perimeters, perimeter of protective surfacing, access and egress points, hard surfaces, walls, fences, and structures, and planting locations.

B. Stake layout of entire Use Zone perimeter before starting any work and before subbase under resilient surfacing is laid.
   1. Verify that Use Zone perimeters do not overlap hard surfaces, whether currently installed or not.
   2. Verify that Use Zones are free of obstructions that would extend into resilient portion of protective surfacing.
   3. If conflicts or obstructions exist, notify Landscape Architect.
   4. Do not proceed until revised drawings have been provided, showing corrected layout, and obstructions have been removed.

904-5 INSTALLATION

A. Coordinate work with preparation for and installation of protective surfacing specified in Section 903 PLAYGROUND SURFACING; install resilient portion of protective surfacing after playground equipment installation.

B. Install in accordance with CPSC Pub. No. 325, ASTM F1487, manufacturer's instructions, and City.

C. Anchor equipment securely below bottom elevation of resilient surfacing layer at depths shown on approved drawings.

D. Install without sharp points, edges or protrusions, entanglement hazards, pinch, crush, or shear points.

E. Do not modify play events on site without written approval of manufacturer.

F. Install required signage if not factory-installed.

904-6 FIELD QUALITY CONTROL

A. A third part representative hired by the City will inspect playground equipment after installation to verify that playground meets specified design safety and accessibility requirements.

B. Repair or replace rejected work until compliance is achieved at no additional cost to the City.

904-7 CLEANING

A. Restore adjacent existing areas that have been damaged from the construction.

B. Clean playground equipment of construction materials, dirt, stains, filings, and blemishes due to shipment or installation; clean in accordance with manufacturer's instructions, using cleaning agents as recommended by manufacturer.

C. Clean playground area of excess construction materials, debris, and waste.

D. Remove excess and waste material and dispose of off-site in accordance with requirements of authorities having jurisdiction.

E. Extra parts shall be returned to the City at the City storage yard.

904-8 PROTECTION

A. Protect installed products until Date of Substantial Completion.

B. Replace damaged products before Date of Substantial Completion.

904-9 CERTIFICATION

A. The Contractor shall notify the City when the equipment is completely installed in order to provide a third-party certified playground inspector to review the Contractor’s installation of the play equipment. Deficiencies in installation that are identified in this inspection shall be addressed by the contractor at no additional cost to the City. Final payment will be withheld until certification is granted.

904-10 MEASUREMENT AND PAYMENT

The Contract **Lump Sum** Unit Price for **“Playground Equipment Installation”** installed in place shall be considered full compensation for inventorying parts a minimum of six (6) weeks prior to the Notice to Proceed date, transporting from City yard and installing the sub-base, earthwork, haul-off, design of concrete foundations and anchorage, furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in **“Playground Equipment Installation”**, complete in place, as shown on the Plans, and as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

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SECTION 906 - SITE FURNISHINGS

906-1 SECTION INCLUDES

i. Purchase and Installation of Picnic Table – Accessible (ADA)

ii. Purchase and Installation of Trash Receptacle

906-1.2 RELATED REQUIREMENTS

A. Not used.

906-1.3 SUBMITTALS

A. See Submittals Administrative Requirements for submittal procedures.

B. Product Data: Provide manufacturer's specifications and descriptive literature, installation instructions, and maintenance information.

906-1.4 WARRANTY

A. Provide manufacturer's warranty against defects in materials or workmanship.

906-1.5 SUBSTITUTIONS

A. Substitutions: See requirements in Contract Documents.

906-2.1 Products

A. Refer to Sheet LC001 for a list of site furnishings

906-3.1 EXAMINATION

A. Verify that mounting surfaces, preinstalled anchor bolts, or other mounting devices are properly installed; and ready to receive site furnishing items. When manufacturer has not provided anchor bolts or fasteners, the contractor shall provide galvanized anchor bolts per manufacturer’s recommendations for installation. Embedment into paving shall be 3” minimum.

B. Do not begin installation until unacceptable conditions are corrected.

906-3.2 INSTALLATION

A. Install site furnishings in accordance with approved shop drawings, and manufacturer's installation instructions.

B. Provide level mounting surfaces for site furnishing items.

906-4 MEASUREMENT & PAYMENT

A. Payment for each picnic table will be made at the Contract Unit Price for **each** unit installed under the Bid item **"Site Furniture – Picnic Table"**.

B. Payment for each trash receptacle will be made at the Contract Unit Price for **each** unit installed under the Bid item **"Site Furniture – Trash Receptacle"**.

C. The contract price paid per the unit price for site furnishings shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved to install site furnishings, complete in place.

CITY OF GOLETA

APPENDIX A
CONTRACTOR'S DAILY REPORT TEMPLATE

FOR

MATHILDA PARK IMPROVEMENTS PROJECT

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

DLA ASSISTANT ENGINEER'S DAILY REPORT

DOT LAPM 16-C1 (NEW 10/2023)

PROJECT NO.		REPORT NO.	
FEDERAL PROJECT NO.		DATE	
PROJECT NAME			
CONTRACTOR		DAY: ☐ S ☐ M ☐ T ☐ W ☐ TH ☐ F ☐ S	(CHECK ONE)
	SHIFT HOURS	START:	STOP:
	TEMP	MIN:	MAX:

LOCATION OF WORK (ROADWAY and STATIONS)	HOURS – BID ITEM NO./DESCRIPTION	WEATHER CONDITION (TEMP)

NAME	CLASSIFICATION	EQUIPMENT TYPE	BID ITEM	IDLE OR DOWN	REMARKS

DESCRIPTION OF WORK PERFORMED FOR THE DAY

NAME		SIGNATURE		TITLE	

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CITY OF GOLETA

APPENDIX B
NOTICE REGARDING ASSEMBLY BILL 626

FOR

MATHILDA PARK IMPROVEMENTS PROJECT

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NOTICE REGARDING ASSEMBLY BILL 626

Assembly Bill 626 (AB 626), signed into law September 29, 2016, established a new claim resolution process for public works project contracts entered into on or after January 1, 2017. AB 626 is codified in Section 9204 of the California Public Contract Code. Section 9204 remains in effect until January 1, 2020, and as of that date will be repealed unless another statute extends or deletes this sunset date.

Public Contract Code Section 9204 applies to any "claim," as defined in Section 9204, which is presented by the Contractor to the City. Section 9204 defines a "claim" as a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following: (1) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City; (2) payment by the City of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; or (3) payment of an amount that is disputed by the City.

If Contractor presents a claim to the City in accordance with the provisions of Public Contract Code Section 9204 (hereafter referred to as a "Claim"), the process specified in Section 9204 will be followed, and the provisions of Section 4-8 (Disputed Claims) and Section 4-9 (Review by Claim Review Committee and Issuance of Decision by Department Director) of the City's Standard Specifications for Public Construction will not apply to the Claim. Contractor's Claim shall comply with the provisions of Section 4-7 (Notice of Claims for Additional Compensation or Damages) of the City's Standard Specifications or Contractor shall give a separate written notice of potential claim that complies with the requirements specified in Section 4-7, except in any case where compliance with the requirements specified in Section 4-7 would conflict with Public Contract Code Section 9204.

Subsection (e) of Public Contract Code Section 9204 requires that the text of Section 9204 or a summary be set forth in the plans or specifications for any public works project that may give rise to a claim under Section 9204.

The full text of Public Contract Code Section 9204 is as follows:
9204.
(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
(c) For purposes of this section:
(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
(C) Payment of an amount that is disputed by the public entity.

(2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with apublic entity for a public works project.
(3) (A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, 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) “Public entity” shall not include the following:
(i) The Department of Water Resources as to any project under the jurisdiction of that department.
(ii) The Department of Transportation as to any project under the jurisdiction of that department.
(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
(v) The Military Department as to any project under the jurisdiction of that department.
(vi) The Department of General Services as to all other projects.
(vii) The High-Speed Rail Authority.
(4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
(5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
(B) The claimant shall furnish reasonable documentation to support the claim.
(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 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, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 daysafter the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
(2) (A) If the claimant disputes the public entity’s written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.
(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant 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 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the

disputed portion of the claim has been identified in writing. 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. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) 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.

(D) Unless otherwise agreed to by the public entity and the 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.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that

(1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the

timeframes and procedures set forth in this section.
(g) This section applies to contracts entered into on or after January 1, 2017.
(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

CITY OF GOLETA

APPENDIX C
PREVAILING WAGE RATES

FOR

MATHILDA PARK IMPROVEMENTS PROJECT

Download State Prevailing Wage Rates from State website

https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm

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CITY OF GOLETA

APPENDIX D
DAVIS-BACON WAGE RATES

FOR

MATHILDA PARK IMPROVEMENTS PROJECT

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A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

2. The classification is used in the area by the construction industry; and

3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and

2. The classification is used in the area by the construction industry; and

3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

vi. Interest In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- **A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- **B.** A contracting agency for its reprocurement costs;
- **C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- **D.** A contractor's assignee(s);
- **E.** A contractor's successor(s); or
- **F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

- **A. Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- **B. Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- **C. Additional records relating to fringe benefits***.* Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. **Additional records relating to apprenticeship** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. **Certified payroll requirements**

A. **Frequency and method of submission** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. **Information required** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. **Statement of Compliance** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

D. Use of Optional Form WH-347 The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).

E. Signature The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

F. Falsification The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

G. Length of certified payroll retention The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iii. Contracts, subcontracts, and related documents The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iv Required disclosures and access

A. Required record disclosures and access to workers The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

B. Sanctions for non-compliance with records and worker access requirements If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

C. Required information disclosures Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

A. Rate of pay Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

B. Fringe benefits Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

C. Apprenticeship ratio The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

D. Reciprocity of ratios and wage rates Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

ii Equal employment opportunity The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and
Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- **i.** Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- **ii.** Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- **iii.** Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
- **iv.** Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of $31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**

i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- **A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- **B.** A contracting agency for its reprocurement costs;
- **C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- **D.** A contractor's assignee(s);
- **E.** A contractor's successor(s); or
- **F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. ***Subcontracts***. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- **i.** Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
- **ii.** Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
- **iii.** Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
- **iv.** Informing any other person about their rights under CWHSSA or 29 CFR part 5.

C. CWHSSA required records clause In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

D. Incorporation of contract clauses and wage determinations by reference Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

E. Incorporation by operation of law The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

"General Decision Number: CA20250014 06/06/2025

Superseded General Decision Number: CA20240014

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Santa Barbara County in California.

BUILDING, DREDGING (does not include hopper dredge work), HEAVY (does not include water well drilling), AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	01/10/2025
2	01/24/2025
3	02/07/2025
4	02/21/2025
5	02/28/2025
6	03/28/2025
7	06/06/2025

* ASBE0005-002 09/01/2024

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems)	$ 56.32	26.52
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls)	$ 39.94	20.65

ASBE0005-004 07/04/2022

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)	$ 23.52	13.37

BOIL0092-003 01/01/2024

	Rates	Fringes
BOILERMAKER	$ 51.98	42.11

BRCA0004-003 05/01/2024

	Rates	Fringes
Bricklayer; Marble Setter	$ 45.53	20.29

BRCA0018-008 06/01/2024

	Rates	Fringes
MARBLE FINISHER	$ 43.38	15.36
TILE FINISHER	$ 37.96	13.77

BRCA0018-010 09/01/2024

	Rates	Fringes

TERRAZZO FINISHER.....$ 42.11 14.67
TERRAZZO WORKER/SETTER.....$ 49.62 15.26

BRCA0018-011 06/01/2023

	Rates	Fringes
TILE LAYER	$ 48.29	19.18

CARP0213-001 01/01/2024

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer	$ 48.86	22.88
(2) Millwright	$ 49.36	22.88
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial)	$ 48.99	22.88
(4) Pneumatic Nailer, Power Stapler	$ 51.85	16.28
(5) Sawfiler	$ 51.69	16.28
(6) Scaffold Builder	$ 40.77	22.38
(7) Table Power Saw Operator	$ 51.70	16.28

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): $0.13 per hour additional.

CARP0213-002 07/01/2021

	Rates	Fringes
Diver		
(1) Wet	$ 834.40	16.28
(2) Standby	$ 445.84	16.28
(3) Tender	$ 437.84	16.28
(4) Assistant Tender	$ 413.84	16.28

Amounts in ""Rates' column are per day

CARP0213-004 01/01/2024

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER	$ 48.86	22.88
STOCKER/SCRAPPER	$ 20.80	9.97

CARP0721-001 07/01/2021

	Rates	Fringes

Modular Furniture Installer.....$ 21.85 7.15

ELEC0413-001 01/01/2025

	Rates	Fringes
Electricians:.....	$ 52.15	3%+23.23

CABLE SPLICERS: $2.00 additional per hour.

ALL WORK AT VANDENBERG AFB: $3.75 additional per hour.

FOOTNOTE: Work from trusses, swinging scaffolds, open ladders, scaffolds, bosun's chairs, stacks, or the maintenance of towers or open platforms where the worker is subject to a direct fall or where the worker has to work from a ladder or other support from a platform within 5 ft. of any direct fall a distance of 50 ft. from the ground floor or supporting structure: double the regular straight-time rate of pay. Safety nets, if used, will not invalidate this.

ELEC0413-003 12/31/2024

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System Installer.....	$ 48.13	3%+16.05

SCOPE OF WORK:
Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station. Fire alarm work shall be performed at the current inside wireman total cost package.

ELEC1245-001 01/01/2025

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	$ 70.16	24.71
(2) Equipment specialist (operates crawler		

tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....$ 53.30 22.26
(3) Groundman.....$ 40.76 21.76
(4) Powderman.....$ 51.87 18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0018-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC	$ 69.43	38.435+a+b

FOOTNOTE:
a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-004 08/01/2024

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman	$ 64.10	38.75
(2) Dredge dozer	$ 58.13	38.75
(3) Deckmate	$ 58.02	38.75
(4) Winch operator (stern winch on dredge)	$ 57.47	38.75
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand	$ 56.93	38.75
(6) Barge Mate	$ 57.54	38.75

ENGI0012-024 07/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1	$ 53.90	32.80
GROUP 2	$ 54.68	32.80
GROUP 3	$ 54.97	32.80
GROUP 4	$ 56.46	32.80
GROUP 6	$ 56.68	32.80
GROUP 8	$ 56.79	32.80
GROUP 10	$ 56.91	32.80
GROUP 12	$ 57.08	32.80
GROUP 13	$ 57.18	32.80
GROUP 14	$ 57.21	32.80
GROUP 15	$ 57.29	32.80
GROUP 16	$ 57.41	32.80
GROUP 17	$ 57.58	32.80

GROUP 18	$ 57.68	32.80
GROUP 19	$ 57.79	32.80
GROUP 20	$ 57.91	32.80
GROUP 21	$ 58.08	32.80
GROUP 22	$ 58.18	32.80
GROUP 23	$ 58.29	32.80
GROUP 24	$ 58.41	32.80
GROUP 25	$ 58.58	32.80

OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)

GROUP 1	$ 55.25	32.80
GROUP 2	$ 56.03	32.80
GROUP 3	$ 56.32	32.80
GROUP 4	$ 56.46	32.80
GROUP 5	$ 56.68	32.80
GROUP 6	$ 56.79	32.80
GROUP 7	$ 56.91	32.80
GROUP 8	$ 57.08	32.80
GROUP 9	$ 57.25	32.80
GROUP 10	$ 58.25	32.80
GROUP 11	$ 59.25	32.80
GROUP 12	$ 60.25	32.80
GROUP 13	$ 61.25	32.80

OPERATOR: Power Equipment (Tunnel Work)

GROUP 1	$ 55.75	32.80
GROUP 2	$ 56.53	32.80
GROUP 3	$ 56.82	32.80
GROUP 4	$ 56.96	32.80
GROUP 5	$ 57.18	32.80
GROUP 6	$ 57.29	32.80
GROUP 7	$ 57.41	32.80

PREMIUM PAY:

$10.00 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator);Coil Tubing Rig Operator, Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar

types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable);Direct Push Operator (Geoprobe or similar types) Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator

(gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self- propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu.

yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: $1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds.and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator,

operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Spyder Excavator Operator, with all attachments

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline,

clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.);

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc) ; Tower crane operator and tower gantry

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point whch is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of

the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

IRON0433-006 01/01/2025

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 45.78	26.51
Ornamental, Reinforcing and Structural	$ 50.70	35.15

PREMIUM PAY:

$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,

Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center
Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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* LABO0220-001 07/01/2024

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1	$ 50.73	24.70
GROUP 2	$ 51.05	24.70
GROUP 3	$ 51.51	24.70
GROUP 4	$ 52.20	24.70
LABORER		
GROUP 1	$ 43.88	25.15
GROUP 2	$ 44.43	25.15
GROUP 3	$ 44.98	25.15
GROUP 4	$ 46.53	25.15
GROUP 5	$ 46.88	25.15

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials (""applying"" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.);

GROUP 2: Bull gang mucker, track person; Chucktender, Cabletender; Concrete crew, including rodder and spreader; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller)

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0220-004 07/01/2024

	Rates	Fringes
Brick Tender	$ 41.53	22.54

LABO0300-005 07/01/2024

	Rates	Fringes
Asbestos Removal Laborer	$ 43.88	25.13

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2024

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1	$ 53.48	22.77
GROUP 2	$ 52.53	22.77
GROUP 3	$ 48.99	22.77

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/01/2024

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer	$ 45.34	20.06
(2) Vehicle Operator/Hauler	$ 45.51	20.06
(3) Horizontal Directional Drill Operator	$ 47.36	20.06
(4) Electronic Tracking Locator	$ 49.36	20.06
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1	$ 46.65	23.17
GROUP 2	$ 47.95	23.17
GROUP 3	$ 49.96	23.17
GROUP 4	$ 51.70	23.17

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LABO1414-003 08/07/2024

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER	$ 43.57	25.17
PLASTER TENDER	$ 46.12	25.17

Work on a swing stage scaffold: $1.00 per hour additional.

Work at Military Bases - $3.00 additional per hour:
Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

PAIN0036-002 07/01/2023

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Journeyman Painter	$ 36.44	18.58
(2) Repaint	$ 26.40	17.02
(3) Iron & Steel	$ 33.12	17.18
(4) High Iron & Steel	$ 35.12	17.18
(5) All Other Work	$ 36.44	18.58

REPAINT:
Repaint of any structure with the exception of work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities, tenant improvement work not included in conjunction with the construction of the building and all repainting of tenant improvement projects.

HIGH IRON & STEEL:
Aerial towers, towers, radio towers, smoke stacks, flag poles (any flag poles that can be finished from the ground with a ladder excluded), elevated water towers, steeples and domes in their entirety and any other extremely high and hazardous work, cooning steel, bos'n chair, or other similar devices, painting in other high hazardous work shall be classified as high iron & steel

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PAIN0036-008 09/01/2024

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 49.33	26.82

PAIN0036-015 01/01/2025

	Rates	Fringes
GLAZIER	$ 53.05	30.64

FOOTNOTE: Additional $1.25 per hour for work in a condor, from the third (3rd) floor and up Additional $1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

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PAIN1247-002 01/01/2025

	Rates	Fringes
SOFT FLOOR LAYER	$ 45.15	19.43

PLAS0200-006 08/03/2022

	Rates	Fringes
PLASTERER	$ 47.37	19.64

VANDENBURG AFB: $3.00 additional per hour.

PLAS0500-002 07/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 44.00	27.11

PLUM0016-004 09/01/2024

	Rates	Fringes
PLUMBER/PIPEFITTER		
Vandenburg Air Force Base	$ 63.98	26.61
Work ONLY on new additions and remodeling of bars, restaurants, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space	$ 57.67	25.63
Work ONLY on strip malls, light commercial, tenant improvement and remodel work	$ 44.24	23.96
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work	$ 59.48	26.61

PLUM0345-001 09/01/2023

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter	$ 40.20	25.90
Sewer & Storm Drain Work	$ 44.29	23.28

ROOF0036-002 08/01/2024

	Rates	Fringes
ROOFER	$ 49.43	20.58

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive $1.75 per hour ""pitch premium"" pay.

SFCA0669-014 01/01/2025

	Rates	Fringes
SPRINKLER FITTER	$ 46.42	28.42

SHEE0273-002 08/01/2019

	Rates	Fringes
SHEET METAL WORKER	$ 45.48	30.05

HOLIDAYS: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Indepdendence Day, Labor Day, Veterans Day,Thankisgiving Day & Friday after, Christmas Day

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TEAM0011-002 07/01/2024

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 39.59	34.34
GROUP 2	$ 39.74	34.34
GROUP 3	$ 39.87	34.34
GROUP 4	$ 40.06	34.34
GROUP 5	$ 40.09	34.34
GROUP 6	$ 40.12	34.34
GROUP 7	$ 40.37	34.34
GROUP 8	$ 40.62	34.34
GROUP 9	$ 40.82	34.34
GROUP 10	$ 41.12	34.34
GROUP 11	$ 41.62	34.34
GROUP 12	$ 42.05	34.34

WORK ON ALL MILITARY BASES:
PREMIUM PAY: $3.00 per hour additional.
[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person ($0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work;

Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - $1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey

rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were

adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"