



**TO:** Mayor and Councilmembers

**FROM:** Charles W. Ebeling, Public Works Director

**CONTACT:** Debbie Talarico, Project Manager

**SUBJECT:** Approval of Plans and Specifications, and Authorization to Advertise for Bids for the Crosswalk at Calle Real/Fairview Center - Pedestrian Hybrid Beacon

**RECOMMENDATION:**

- A. Approve Plans and Specifications for the Crosswalk at Calle Real/Fairview Center - Pedestrian Hybrid Beacon Project; and
- B. Authorize staff to advertise a notice inviting bids for the Crosswalk at Calle Real/Fairview Center - Pedestrian Hybrid Beacon Project.

**BACKGROUND:**

The Crosswalk at Calle Real/Fairview Center - Pedestrian Hybrid Beacon (PHB) Project is included as part of the City's 5-year Capital Improvement Program (CIP) and identified as CIP Project No. 9099. The project improvements include constructing a bicycle and pedestrian crossing on Calle Real approximately 550 feet west of the Fairview Avenue intersection. The project addresses existing pedestrian crossing patterns at Calle Real to and from the Fairview Avenue overcrossing. An existing pedestrian/bicycle path leads from South Fairview Avenue directly down to this location on Calle Real and outlets across the street to a popular commercial destination. There is no existing pedestrian or bicycle crossing across Calle Real at this location.

In February 2019, staff applied for Cycle 4 Measure A South Coast Safe Routes to School Program Grant for pedestrian improvements. In June 2019, the Santa Barbara County Association of Governments (SBCAG) awarded Measure A Grant funding to the City in the amount of \$297,500. On August 20, 2019, City Council approved the Measure A Grant funding and entered into a Project Cooperative Agreement with SBCAG.

**DISCUSSION:**

The Crosswalk at Calle Real/Fairview Center - PHB Project will provide a bicycle and pedestrian crossing on Calle Real approximately 550 feet west of the Fairview Avenue

intersection near the Fairview Center. The project improvements include construction of PHB signals on poles with mast-arms, developing a power supply, installing pedestrian push buttons, installing activated blank-out signs, constructing Americans with Disabilities Accessibilities (ADA) compliant access ramps, and new crosswalk striping and signage. The proposed PHB crossing will enhance safety and improve visibility for bicyclists and pedestrians.

On September 1, 2020, the City entered into Professional Design Services Agreement 2020-075 with Stantec Consultant Services, Inc. to provide design for the project. Public Works, in collaboration with Stantec, has completed design of the project plans and specifications. The Goleta Municipal code (GMC), Section 3.05.210(A) and Section 3.05.170(C), requires City Council authorization prior to publication of a notice inviting bids for construction project in excess of \$200,000. The project team is prepared to go out to bid for the subject project upon City Council's approval and authorization. A notice to invite construction bids will be published in the public newspaper, posted on the City's website, and uploaded onto the City's PlanetBids portal. Public Works anticipates returning to City Council with a proposed construction contract for award in early Spring 2021.

The plans and specifications for the project consist of the plan sheets, bid documents, the City general provisions, and project special provisions. The specifications also incorporate by reference the City adopted engineering standards, Greenbook Standard Specifications and Standard Plans for Public Works Construction (current edition including applicable amendments), Caltrans Standard Plans and Specifications (current edition), Occupational Safety and Health Administration (OSHA) regulations, the California Manual of Uniform Traffic Control Devices (CMUTCD), and the Caltrans Construction Manual. The full set of plans and contract specifications are available on the City website as part of this City Council agenda item. Public Works recommends that the City Council approve these plans and specifications and authorize staff to advertise for construction bids for the project.

## **FISCAL IMPACTS:**

### Project Cost Estimates

<b>Project Components</b>	<b>Estimated Costs</b>
Staff/Project Management (Consultant)	\$70,000
Design (Stantec)	\$60,000
Environmental Review (Consultant)	\$2,000
Construction	\$465,000
Construction Contingency	\$93,000
CM (Consultant)	\$45,000
<b>Total:</b>	<b>\$735,000</b>

<b>Funding Source</b>	<b>Funding Amounts</b>
Measure A Grant (206)	\$297,500
Measure A (205)	\$184,500
Anticipated Additional Appropriation - Measure A (205)	\$253,000
<b>Total:</b>	<b>\$735,000</b>

Project Funding

There is currently approximately \$370,000 of construction funds (57071) currently available for the Project in Measure A and Measure A Grant. Based on the current construction cost estimates, Public Works anticipates a need for an additional funding appropriation of approximately \$253,000, pending actual construction bids received. Following the receipt of the bids, Public Works will request an additional appropriation, if necessary, at the time that the contract is recommended for award.

The table below summarizes the FY 21/22 project funding source accounts, budget amounts, activity/encumbrances to date, and available balance:

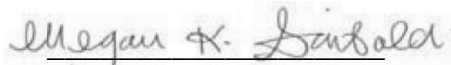
<b>Project: Crosswalk at Calle Real/Fairview Center - PHB (Project No. 9099)</b>				
<b>Account</b>	<b>Fund Type</b>	<b>FY 2021-22 Budget</b>	<b>YTD Activity/Encumbrances</b>	<b>Available Balance</b>
205-90-9099-57070 (Design)	Measure A	\$25,998	\$15,535	\$10,463
206-90-9099-57070 (Design)	Measure A - Grant	\$29,964	\$29,964	\$0
205-90-9099-57071 (Construction)	Measure A	\$128,927	\$8,927	\$120,000
206-90-9099-57071 (Construction)	Measure A - Grant	\$248,795	\$0	\$248,795
	<b>Total</b>	<b>\$433,684</b>	<b>\$54,426</b>	<b>\$379,258</b>

**ALTERNATIVES:**


The City Council may elect to not approve the plans and specifications and not authorize staff to advertise for construction bids for this project. Doing so would delay the construction of the project and may jeopardize grant funding.

**Reviewed By:****Legal Review By:****Approved By:**


Kristine Schmidt  
Assistant City Manager



Megan Garibaldi  
City Attorney



Michelle Greene  
City Manager

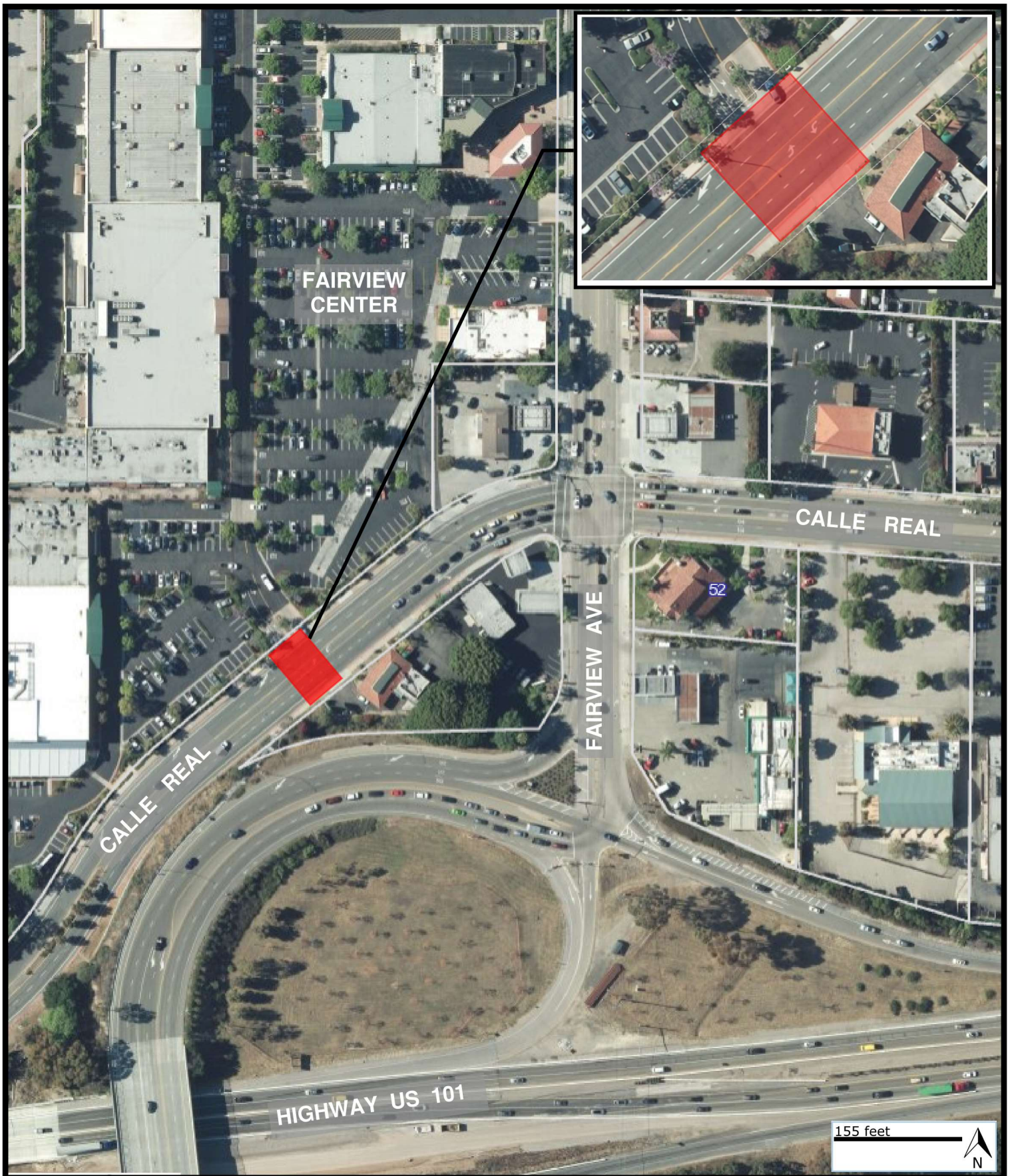
**ATTACHMENTS:**

1. Project Location Map
2. Project Plans for Crosswalk at Calle Real/Fairview Center – PHB Project (Available Online)
3. Project Specifications for Crosswalk at Calle Real/Fairview Center PHB Project (Available Online)

## **ATTACHMENT 1**

Project Location Map





**CIP PROJECT NO. 9099  
CROSSWALK AT CALLE REAL/FAIRVIEW CENTER -  
PEDESTRIAN HYBRID BEACON (PHB) PROJECT**

## **ATTACHMENT 2**

Project Plans for Crosswalk at Calle Real/Fairview Center – PHB Project  
(Available Online Only)



# CITY OF GOLETA CROSSWALK AT CALLE REAL / FAIRVIEW CENTER - PEDESTRIAN HYBRID BEACON (PHB)

TO BE SUPPLEMENTED BY STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION "GREENBOOK" DATED 2018  
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION "GREENBOOK" DATED 2018  
CALTRANS 2018 STANDARD PLANS  
AND SANTA BARBARA COUNTY STANDARD DETAILS DATED SEPTEMBER 2011

## PROJECT NO. 9099

### SHEET INDEX

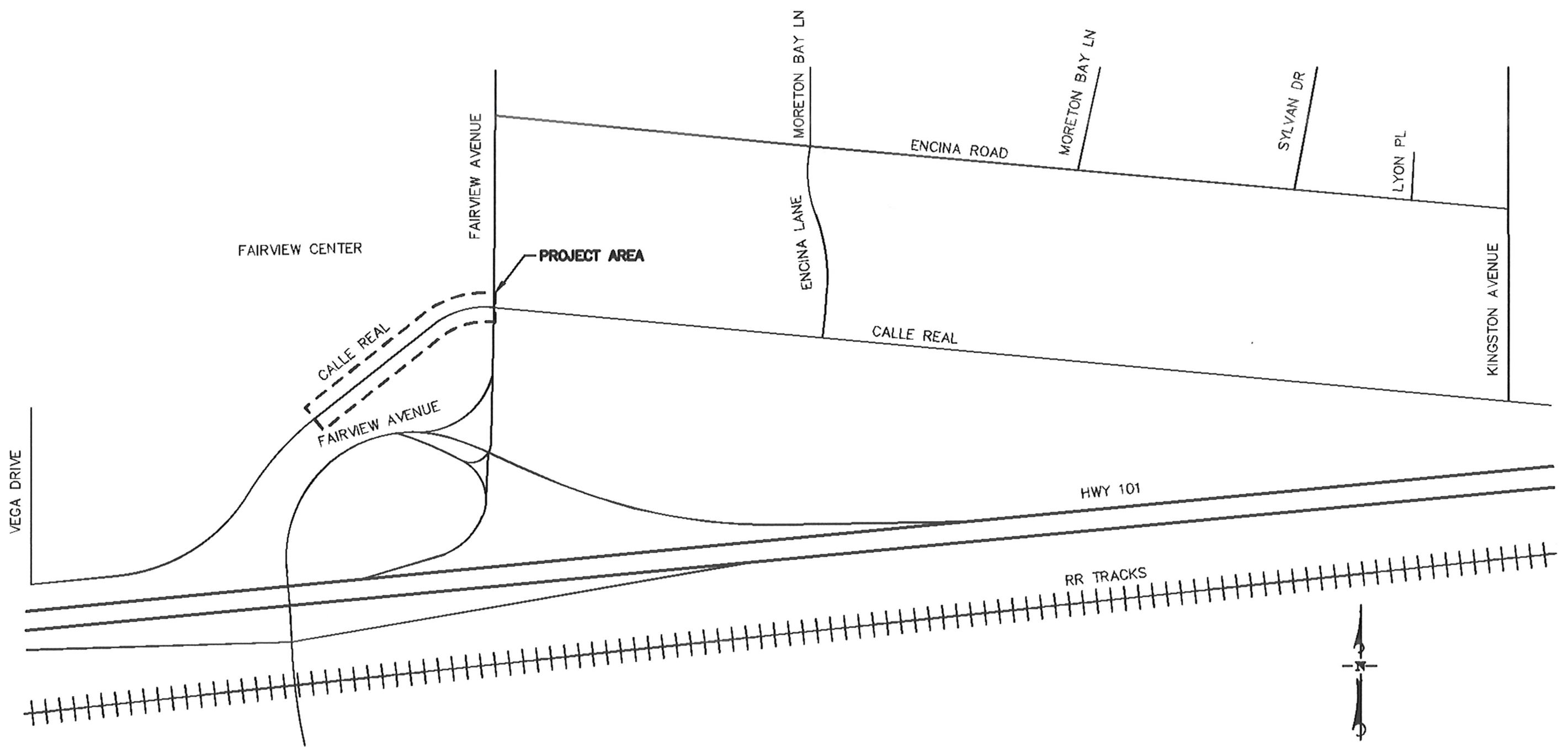
SHEET	DESCRIPTION
1	TITLE SHEET
2	GENERAL NOTES
3	STREET IMPROVEMENT PLAN AND PROFILE
4	PEDESTRIAN HYBRID BEACON INSTALLATION PLAN
5	SIGNING AND STRIPING PLAN

### LINE LEGEND

	SAWCUT
	GUTTER EDGE
	FLOWLINE
	OVERHEAD WIRES
	UNDERGROUND ELECTRIC
	SEWER LINE
	GAS LINE
	WATER LINE
	COMMUNICATIONS LINE

### ABBREVIATIONS

BFP	BACKFLOW PREVENTER
BW	BACK OF WALK
COMM	COMMUNICATION
CP	CONTROL POINT
ELMH	ELECTRIC MANHOLE
ELPB	ELECTRIC PULLBOX
EX	EXISTING
FL	FLOWLINE
ICV	IRRIGATION CONTROL VALVE
LOC	LOCATION
LUM	LUMINAIRE
MA	MAST ARM
MIN	MINIMUM
OHW	OVERHEAD WIRE
PCC	PORTLAND CEMENT CONCRETE
PED	PEDESTRIAN
PPD	PEDESTRIAN PUSH BUTTON
SCE	SOUTHERN CALIFORNIA EDISON
SIG	SIGNAL
TC	TOP OF CURB
UP	UTILITY POLE
WPB	WATER PULLBOX



VICINITY MAP

N.T.S.

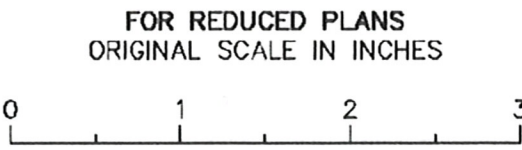
### UTILITY COORDINATION

SOUTHERN CALIFORNIA EDISON 103 DAVID LOVE PLACE GOLETA, CA 93117 SHAWN LEE (805) 533-5901	ATT TRANSMISSION 22311 BROOKHURST ST. SUITE 203 HUNTINGTON BEACH, CA 92646 JOSEPH FORKERT (714) 963-7964	COX COMMUNICATIONS P.O. BOX GOLETA, CA 93117 CARL GIVENS (805) 681-3842	GOLETA SANITARY DISTRICT 1 WILLIAM MOFFETT PLACE GOLETA, CA 93117 LUIS ASTORGA (805) 967-4519	NEXTGLAVEN CROWN CASTLE 2000 CORPORATE DR CANONSBURG, PA 15317 BRYANT LOWE (724) 416-2193
GOLETA WATER DISTRICT 4699 HOLLISTER AVE GOLETA, CA 93110 DAN BROOKS (805) 879-4625	LEVEL 3 COMMUNICATIONS 1025 ELDORADO BLVD BROOMFIELD, CO 80021 (877) 366-8344	FRONTIER COMMUNICATIONS 201 FLYNN ROAD CAMARILLO, CA 93012 JON TRELATSKY (805) 398-2266	SOUTHERN CALIFORNIA GAS 9400 OAKDALE AVE CHATHAM, CA 91311 SAM SIFUENTES (818) 701-3245	SPRINT 2592 DUPONT DR IRVINE, CA 92612 TIBOR LAKY (800) 659-9698



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**8 1 1**

AT LEAST TWO DAYS  
BEFORE YOU DIG  
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA



NO.	DATE	REVISIONS	APPD.

**Stantec**  
111 East Victoria Street, Santa Barbara, CA 93101  
Phone: (805) 963-9532 Fax: (805) 966-9801

DESIGN: MAH CHECKED: DBR  
DATE: 10/14/2021  
PROJECT ENGINEER  
R.C.E. 89466



CITY OF GOLETA, CALIFORNIA  
REVIEWED BY: [Signature]  
DATE: 10/14/2021  
SIGNATURE: [Signature] DATE: [Signature]

CROSSWALK  
AT CALLE REAL / FAIRVIEW CENTER - PHB  
TITLE SHEET  
CITY OF GOLETA, CA

PROJECT NO. 2042598400
SHEET 1 OF 5
PLAN DATE 10/14/2021

36-ENG SAVE DATE: 10/13/2021 4:53:51 PM PLOT DATE: 10/14/2021 4:20:29 PM PLOT SCALE: 1:218.6 PLOT BY: Hanbell, Mohr

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36-ENG SAVE DATE: 10/13/2021 4:53:51 PM PLOT BY: Hanball, Moher PLOT DATE: 10/14/2021 4:20:30 PM PLOT SCALE: 1:218.6

GENERAL NOTES

- ALL WORK, MATERIALS AND EQUIPMENT SHALL CONFORM TO THE REQUIREMENTS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD PLANS, THE SANTA BARBARA COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DESIGN STANDARDS AND STANDARD SPECIFICATIONS, THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CALIFORNIA MUTCD), STANDARD PLANS AND SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION "GREENBOOK" DATED 2018 AND THE CITY OF GOLETA SPECIAL PROVISIONS.
- WORK HOURS SHALL BE FROM 7:30 AM TO 4:30 PM MONDAY THROUGH FRIDAY, UNLESS OTHERWISE SPECIFIED BY THE PUBLIC WORKS DEPARTMENT. THESE HOURS SHALL BE STRICTLY ADHERED TO. ANY DEVIATION FROM THE SCHEDULE REQUIRES PRIOR APPROVAL FROM THE CITY TRAFFIC ENGINEER.
- CONTRACTOR SHALL MAINTAIN A CLEAN AND ORDERLY WORK ZONE AND IS RESPONSIBLE FOR RESOLVING COMPLAINTS GENERATED BY THE ENCROACHMENT WORK. NO DEBRIS OR SPOILS SHALL BE LEFT IN THE PUBLIC RIGHT OF WAY OVERNIGHT.
- LIMITS OF CONCRETE REMOVAL SHALL BE APPROVED BY THE FIELD REPRESENTATIVE PRIOR TO THE START OF ENCROACHMENT WORK.
- ALL CONCRETE THAT IS REMOVED SHALL BE SAW CUT AND REMOVED TO THE NEXT EXPANSION JOINT OR SCORE MARK. ALL CUTS ARE TO BE PERPENDICULAR TO THE CURB AND GUTTER WITH NO LONGITUDINAL CUTS OR DIAGONAL CUTS.
- ALL CONCRETE CONSTRUCTION TO INCLUDE RAMPS SHALL BE IN ACCORDANCE WITH THE MOST CURRENT AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS AND REGULATIONS.
- FORM INSPECTIONS WILL BE REQUIRED PRIOR TO PLACEMENT OF CONCRETE AND AT THE COMPLETION OF WORK.
- ALL CONCRETE SHALL BE CLASS B.
- EXPANSION JOINTS 1/2 INCH MAXIMUM IN THICKNESS, PREMOLDED TO THE SECTION OF THE BACK OF CURB AND SIDEWALK, SHALL BE MATERIAL CONFORMING TO THE SPECIFICATIONS OF ASTM DESIGNATION:01715, AND SHALL BE PLACED AT THE BEGINNING AND END OF EACH CURVE, ON EASE SIDE OF STRUCTURES, AT DROP CURB MULTIDWELLING AND COMMERCIAL DRIVEWAYS (SEE SANTA BARBARA COUNTY DESIGN STANDARD DETAILS 4-010, 4-030, 4-040, 4-045, AND 4-060) AND OTHER LOCATIONS DIRECTED BY THE DIRECTOR OF PUBLIC WORKS. IN EXPANSIVE SOIL CONDITIONS, EXPANSION JOINT MATERIALS SPECIFIED ABOVE SHALL BE PLACED AT INTERVALS NOT TO EXCEED 25'.
- SIDEWALK CONTRACTION JOINTS 1-1/2" IN DEPTH SHALL BE PROVIDED AT INTERVALS NOT TO EXCEED 10', CONTRACTION JOINTS MAY BE "QUICK-JOINT" OR AN APPROVED EQUAL.
- CURB AND GUTTER CONTRACTION JOINTS 1-1/2" IN DEPTH SHALL BE PROVIDED AT INTERVALS NOT TO EXCEED 10', SEE SANTA BARBARA COUNTY STANDARD DETAIL 4-040.
- 1/4" SCORE MARKS SHALL BE PROVIDED WITH A TOOL WHICH WILL LEAVE ROUNDED EDGES.
- WHEN SIDEWALK WIDTH EXCEEDS 6', LONGITUDINAL SCORE AT THE CENTER OF THE SIDEWALK SHALL BE PROVIDED. ADDITIONAL WIDTH TO MAINTAIN A MINIMUM OF 4' OF CLEAR SIDEWALK SHALL BE PROVIDED WHEN OBSTRUCTIONS SUCH AS UTILITIES EXIST.
- REMOVAL OF THE SIDEWALK MAY BE REQUIRED IF THE EXISTING SIDEWALK IS BROKEN OR NOT CONSTRUCTED TO THE CORRECT ELEVATION.
- ALL SIDEWALKS SHALL HAVE A MINIMUM THICKNESS OF 4 INCHES. ALL GUTTERS SHALL HAVE A MINIMUM THICKNESS OF 6" CLASS B CONCRETE. ALL CROSS GUTTERS SHALL HAVE A MINIMUM THICKNESS OF 8" CLASS B CONCRETE.
- WHEN STRUCTURAL SECTION EXCEEDS 0.70', A MINIMUM OF 0.35' CLASS 2 AGGREGATE BASE, IS REQUIRED UNDER CURBS AND COMPACTED TO NOT LESS THAN 95% MAXIMUM DENSITY.
- NATIVE MATERIAL SHALL BE COMPACTED TO 95% MAXIMUM DENSITY TO A DEPTH OF 0.75' IN EXPANSIVE SOILS CONDITIONS. A MINIMUM OF 0.35' OF CLASS 2 AGGREGATE BASE WILL BE REQUIRED AND COMPACTED TO NOT LESS THAN 95% MAXIMUM DENSITY.
- SMOOTH STRUCTURAL STEEL DOWELS ARE TO BE LUBRICATED PRIOR TO PLACING CLASS B CONCRETE. PLACE DOWELS AT EXPANSION JOINTS AS SHOWN ON STANDARD DETAIL 3-020.
- WHEN THE STRUCTURAL SECTION EXCEEDS 0.70', A MINIMUM OF 0.35' CLASS 2 AGGREGATE BASE SHALL BE PLACED UNDER CROSS GUTTERS AND COMPACTED TO NOT LESS THAN 95% MAXIMUM DENSITY.
- NOTIFY THE CITY'S REPRESENTATIVE AND ALL OTHER INTERESTED PARTIES AT LEAST FOURTY-EIGHT (48) HOURS PRIOR OT THE START OF WORK.
- AT LEAST FOURTY-EIGHT (48) HOURS PRIOR TO COMMENCING CONSTRUCTION, CONTACT THE REGIONAL NOTIFICATION CENTER (UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA - USA AT 811) AND REQUEST THAT UTILITY OWNERS MARK OR OTHERWISE INDICATE THE LOCATION OF THEIR FACILITIES BEFORE COMMENCING ANY EXCAVATION, POTHOLE AND EXPOSE THE EXISTING UTILITIES AT ALL CROSSINGS AND AT THE POINT OF TIE-IN; THEN CONTACT THE CITY'S REPRESENTATIVE SO THE ELEVATION OF THE EXISTING FACILITIES CAN BE VERIFIED. TAKE ALL NECESSARY MEASURES TO PROTECT ALL UTILITIES AND ALL STRUCTURES FOUND AT THE SITE.
- ALL REQUIRED PERMITS AND NECESSARY CITY BUSINESS LICENSE(S) SHALL BE OBTAINED BY THE CONTRACTOR PRIOR TO BEGINNING CONSTRUCTION
- DURING ALL PHASES OF CONSTRUCTION, INCLUDING SUSPENSION OF WORK, UNTIL FINAL ACCEPTANCE OF THE PROJECT, OBSERVE, FOLLOW AND IMPLEMENT ALL THE REQUIREMENTS OF NPDES AND STORMWATER POLLUTION PREVENTION PROGRAM AND KEEP THE WORK SITE CLEAN AND FREE FROM RUBBISH AND DEBRIS ALSO ABATE DUST NUISANCE BY CLEANING, SWEEPING AND SPRINKLING WITH WATER AND USING DUST FENCES OR OTHER METHODS AS DIRECTED BY THE CITY'S REPRESENTATIVE THROUGHOUT THE CONSTRUCTION OPERATION.

- KEEP A STRICT RECORD OF ALL CHANGES AND SUBMIT THIS RECORD TO THE CITY PUBLIC WORKS DEPARTMENT. ALSO COORDINATE TRANSFERRING "AS-BUILT" INFORMATION ON THE CONTRACT DRAWINGS AND DELIVER THE CERTIFIED "AS-BUILT" PLANS TO THE CITY BEFORE THE RELEASE FOR OCCUPANCY OR FINAL ACCEPTANCE OF THE PROJECT SHALL BE FILED.
- EXERCISE DUE CARE TO AVOID INJURY TO EXISTING IMPROVEMENTS OR FACILITIES UTILITY FACILITIES, ADJACENT PROPERTY, AND TREES AND SHRUBBERY THAT ARE NOT TO BE REMOVED.
- DESIGNATE AND KEEP ON THE PROJECT AT ALL TIMES WHILE WORK IS BEING PERFORMED A COMPETENT SUPERINTENDENT WHO SHALL NOT BE REPLACED WITHOUT A WRITTEN NOTED TO THE CITY'S REPRESENTATIVE. THE SUPERINTENDENT WILL BE THE CONTRACTOR'S REPRESENTATIVE AT THE SITE AND SHALL HAVE AUTHORITY TO ACT ON BEHALF OF THE CONTRACTOR. ALL COMMUNICATIONS GIVEN TO THE SUPERINTENDENT SHALL BE AS BINDING AS IF GIVEN TO THE CONTRACTOR DURING PERIODS WHEN THE WORK IS SUSPENDED. MAKE APPROPRIATE ARRANGEMENT FOR ANY EMERGENCY WORK WHICH MAY BE REQUIRED.
- WHEN THE WORK ON ANY PORTION IS SUFFICIENTLY COMPLETE, TO BE USED OR PLACED INTO SERVICE, THE CITY SHALL HAVE THE RIGHT UPON WRITTEN NOTIFICATION TO THE CONTRACTOR TO UTILIZE SUCH PORTIONS OF THE WORK AND TO PLACE THE OPERABLE PORTIONS INTO SERVICE AND TO OPERATE SAME UPON SAID NOTICE AND COMMENCEMENT OF UTILIZATION OR OPERATION BY THE CITY, THE CONTRACTOR SHALL BE RELIEVED OF THE DUTY OF MAINTAINING THE PORTIONS SO UTILIZED OR PLACED INTO OPERATION; PROVIDED, HOWEVER, THAT NOTHING IN THIS NOTE SHALL BE CONSTRUED AS RELIEVING THE CONTRACTOR OF THE FULL RESPONSIBILITY OF FOR COMPLETING THE WORK IN ITS ENTIRETY, FOR MAKING GOOD DEFECTIVE WORK AND MATERIALS, FOR PROTECTING THE WORK FROM DAMAGE, AND FOR BEING RESPONSIBLE FOR DAMAGE.
- CONDUCT OPERATIONS AS TO OFFER THE LEAST POSSIBLE OBSTRUCTION AND INCONVENIENCE TO THE PUBLIC AND HAVE UNDER CONSTRUCTION NOT GRATER LENGTH OR AMOUNT OF WORK THAN HE CAN PROSECUTE PROPERTY WITH DUE REGARD TO THE RIGHTS OF THE PUBLIC CONVENIENT ACCESS TO DRIVEWAYS, HOUSES, AND BUILDINGS. ALONG THE LINE OF WORK SHALL BE MAINTAINED AND TEMPORARY CROSSING SHALL BE PROVIDED AND MAINTAINED IN GOOD CONDITION NO MORE THAN ONE CROSSING OR INTERSECTION STREET OR ROAD SHALL BE CLOSED AT ANY ONE TIME.
- UNTIL THE ACCEPTANCE OF THE WORK, THE RESPONSIBLE CHARGE AND CARE OF THE WORK AND THE MATERIALS TO BE USED THEREIN (INCLUDING MATERIAL FOR WHICH HE HAS RECEIVED PARTIAL PAYMENT OR MATERIALS WHICH HAVE BEEN FURNISHED BY THE CITY) AND SHALL BEAR THE RISK OF INJURY, LOSS, OR DAMAGE TO ANY PART THEREOF BY THE ACTION OF ELEMENTS OR FROM ANY OTHER CAUSE. WHETHER ARISING FROM THE EXECUTION OR FROM THE NON-EXECUTION OF THE WORK.
- IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK; AND FULLY COMPLY WITH ALL STATE, FEDERAL AND OTHER LAWS, RULES, REGULATIONS AND ORDER RELATING TO SAFETY OF WORKERS AND ALL OTHERS. THIS MAY INCLUDE THE ISSUANCE OF PERSONAL PROTECTIVE EQUIPMENT.
- ALL UNDERGROUND UTILITIES OR STRUCTURES REPORTED BY THE OWNER OF THOSE SHOWN ON RECORDS EXAMINED ARE INDICATED WITH THEIR APPROXIMATE LOCATION AND EXTENT. THE CONTRACTOR BY ACCEPTING THESE PLANS OR PROCEEDING WITH IMPROVEMENTS PURSUANT THERETO, UNDERSTANDS THAT HE AGREES TO ASSUME THE LIABILITY, AND AGREES TO HOLD THE CITY HARMLESS OF ANY LIABILITY FOR DAMAGE RESULTING FROM THE EXISTENCE OF UNDERGROUND UTILITIES OR STRUCTURES NOT REPORTED TO THE CITY, NOT INDICATED ON THE PUBLIC RECORDS EXAMINED, OR LOCATED AT VARIANCE WITH THAT REPORTED OR SHOWN ON RECORDS EXAMINED. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES FOUND AT THE SITE IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF THE UTILITIES CONCERNED BEFORE STARTING WORK
- TYPICAL DETAILS APPLY WHETHER OR NOT THEY ARE SPECIFICALLY REFEREED ON INDIVIDUAL PLANS, DETAILS OR SECTIONS
- VERIFY DIMENSIONS AND CONDITIONS AT THE SITE BEFORE STARTING WORK. ANY CONFLICT BETWEEN DETAILS OR DIMENSIONS ON THE DRAWINGS SHALL BE REPORTED PROMPTLY TO THE CITY'S REPRESENTATIVE WHO WILL DETERMINE THE INTENT OF THE DRAWINGS.
- ALL MATERIALS AND EQUIPMENT SHALL BE NEW, FURNISHED AND INSTALLED BY THE CONTRACTOR, UNLESS OTHERWISE INDICATED ON THE PLANS. OBTAIN APPROVAL FOR EXACT EQUIPMENT LOCATION PRIOR TO FINAL PLACEMENT. EQUIPMENT IN THE FIELD SHALL OPERATE ACCORDING TO THE DESIGN SPECIFIED IN THE PLAN AND SPECIFICATIONS AND TO THE SATISFACTIONS OF THE ENGINEER IN THE FIELD.
- A SCE APPROVED HIGH VOLTAGE CONTRACTOR SHALL BE INVOLVED FOR ALL INSTALLATION OF SIGNAL POLE, MAST ARMS AND ASSOCIATED EQUIPMENT ON THE SOUTH OF CALLE REAL DUE TO THE PROXIMITY OF OVERHEAD HIGH VOLTAGE LINES.
- ALL TRAFFIC SIGNAL POLES AND FERROUS MATERIALS SHALL BE GALVANIZED.
- ALL SIGNAL HEADS SHALL BE 12" WITH TUNNEL VISORS.
- ALL VEHICLE AND PEDESTRIAN INDICATORS SHALL BE L.E.D.
- ALL PULLBOXES SHALL BE NO. 5 UNLESS OTHERWISE NOTED ON THE PLANS.

SURVEYOR'S NOTES

- MAPPING**

TOPOGRAPHIC MAPPING WAS COMPILED AT A SCALE OF 1"=20', WITH A 1 FOOT CONTOUR INTERVAL, FROM DATA COLLECTED IN A FIELD SURVEY PERFORMED USING CONVENTIONAL EQUIPMENT AND PROCEDURES IN MARCH, 2019, AT THE REQUEST OF CITY OF GOLETA.
- BASIS OF BEARINGS AND COORDINATES**

BEARINGS SHOWN ON THIS MAP ARE REFERENCED TO THE CALIFORNIA COORDINATE SYSTEM, NAD 83 (NSRS2007), ZONE 5 GRID (EPOCH 2011.0), DEFINED LOCALLY BY CONTINUOUSLY OPERATING REFERENCE STATIONS OPERATED BY THE CALIFORNIA SPATIAL REFERENCE CENTER. THIS SURVEY TIED TO STATIONS COPR, P519, AND TURN.

ALL DISTANCES AND COORDINATES ARE REFERENCED TO SAID CALIFORNIA COORDINATE SYSTEM AND ARE EXPRESSED IN US SURVEY FOOT UNITS.

THE SITE COMBINATION FACTOR IS 0.99994077 AND THE SITE MAPPING ANGLE IS -1°02'39", BOTH CALCULATED AT CONTROL POINT "2". TO OBTAIN GROUND LEVEL DISTANCES, MULTIPLY GRID DISTANCES BY 1.00005923, WHICH IS THE INVERSE OF THE PROJECT COMBINATION FACTOR. TO OBTAIN TRUE NORTH AZIMUTHS, SUBTRACT THE MAPPING ANGLE FROM THE GRID AZIMUTHS.

SEE CONTROL POINT LISTING
- ELEVATIONS**


ELEVATIONS SHOWN HEREON ARE EXPRESSED IN U.S. SURVEY FEET AND ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1989 (NAVD88), DEFINED LOCALLY BY CONTINUOUSLY OPERATING REFERENCE STATIONS OPERATED BY THE CALIFORNIA SPATIAL REFERENCE CENTER. THIS SURVEY TIED TO STATIONS COPR, HAVING PUBLISHED ELEVATION OF 45.351 FEET PER THE CALIFORNIA SPATIAL REFERENCE CENTER.

SEE CONTROL POINT LISTING

CONTROL POINT LISTING

HORIZONTAL: NAD83, US SURVEY FEET  
VERTICAL: NAVD88, US SURVEY FEET

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	1,987,740.49	6,009,254.13	42.924	SET SCRIBED X
2	1,987,983.98	6,009,385.99	31.322	SET SCRIBED X



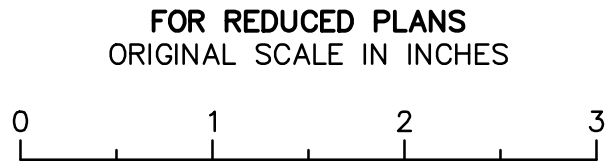
**Know what's below.  
Call before you dig.**

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

DIAL TOLL FREE

**8 1 1**

AT LEAST TWO DAYS  
BEFORE YOU DIG



NO.	DATE	REVISIONS	APPD.



111 East Victoria Street,  
Phone: (805) 963-9532

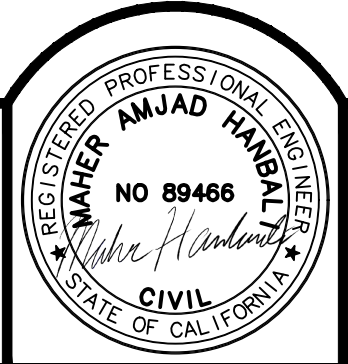
Santa Barbara, CA 93101  
Fax: (805) 966-9801

DESIGN MAH CHECKED DBR

*Mohamed Hammad* DATE: 10/14/2021

PROJECT ENGINEER

R.C.E. **89466**



CROSSWALK  
AT CALLE REAL / FAIRVIEW CENTER - PHB  
GENERAL NOTES  
CITY OF GOLETA, CA

PROJECT NO.	2042598400
SHEET	2 OF 5
PLAN DATE	10/14/2021

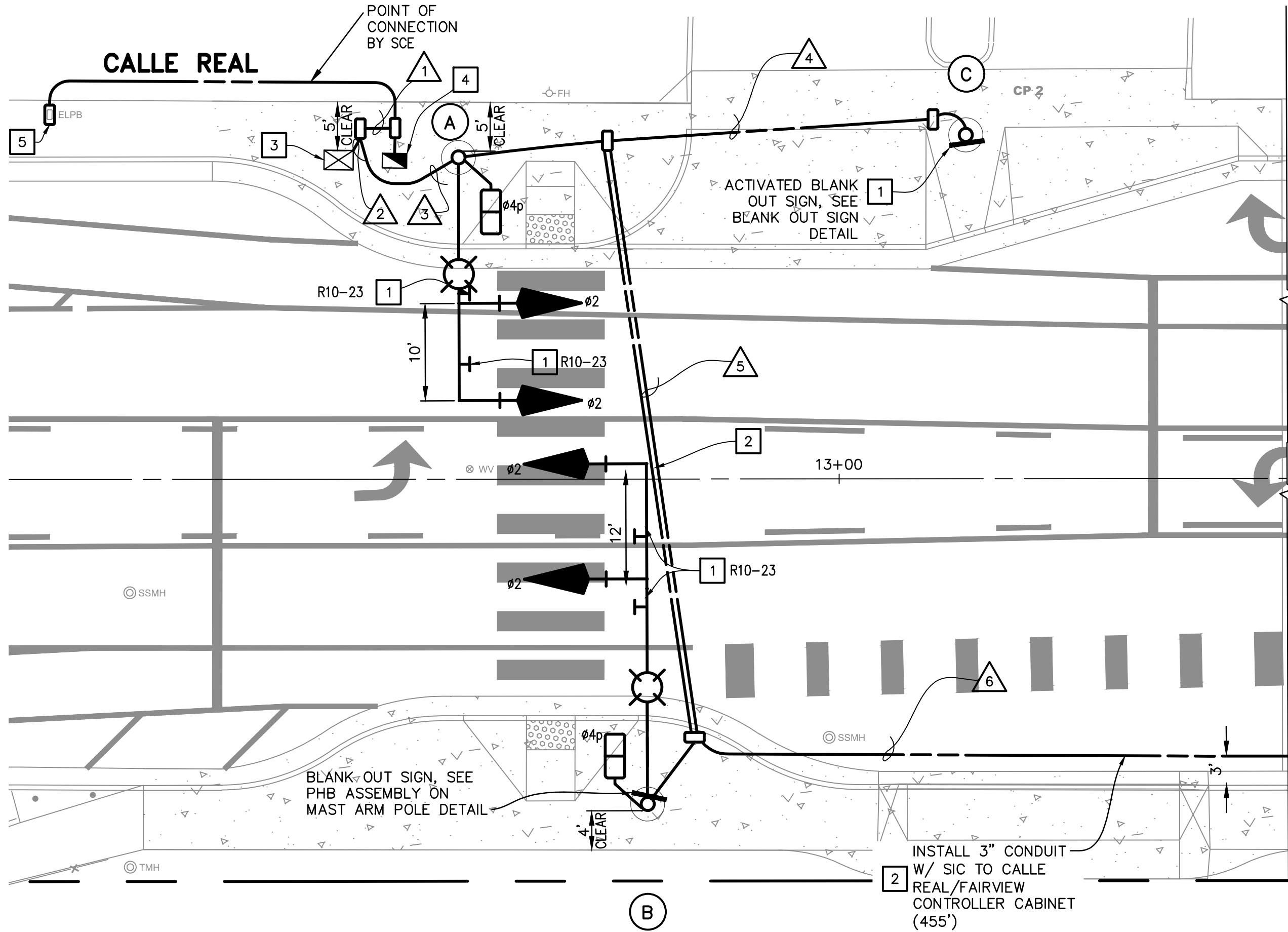
DRAWING: c:\2042\active\2042598400\drawing\sheet\_files\2042598400\_title.dwg







36-ENG SAVE DATE: 10/14/2021 3:48:22 PM PLOT BY: Hanball, Mohr PLOT DATE: 10/14/2021 4:23:33 PM PLOT SCALE: 1:218.6



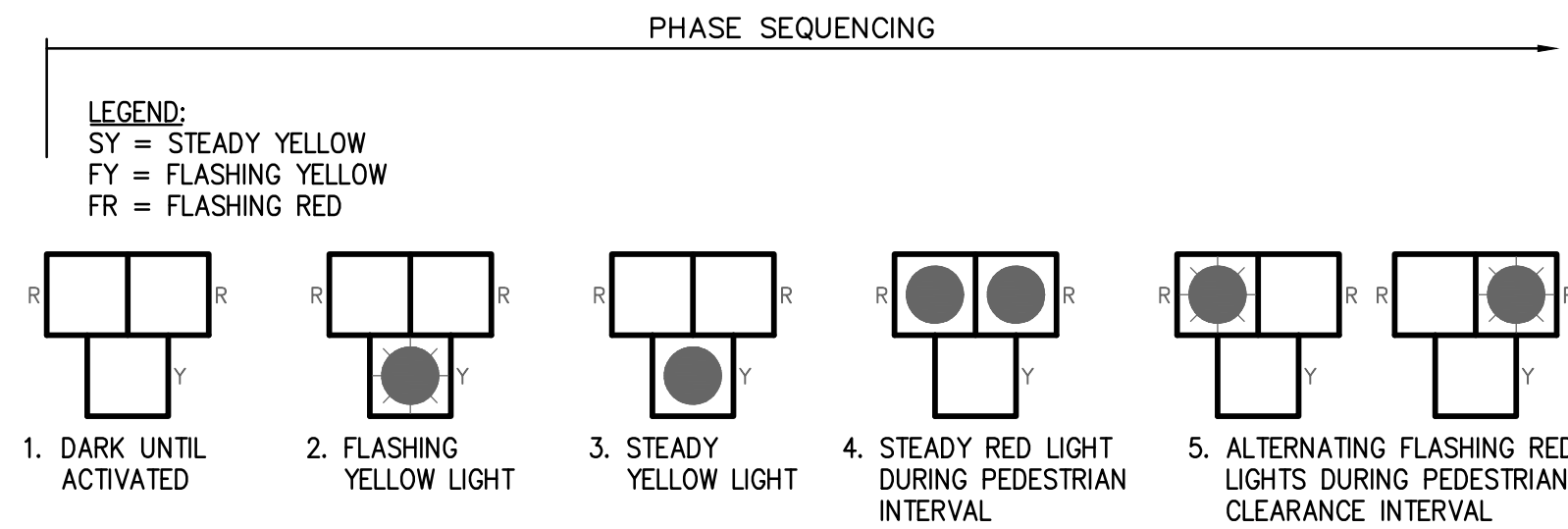
PROPOSED POLE & EQUIPMENT SCHEDULE													
LOC	STANDARDS				LED LUMINAIRE	VEH. SIG. MTG.		PED. SIG. MOUNTING	PPB		POLE LOC.		REMARKS
	TYPE	HEIGHT	SIG. M.A.	LUM. M.A.		M.A.	POLE		Ø	QUAD	STA.	OFFSET	
A	19-4-100	30'	25'	12'	GE EVOLVE****	2-MAS*	SV-1-T*	SP-1-T**	—	E	12+60.88	34L	F = 10'; X = 10.5' MAX
B	24-4-100	30'	35'	12'	GE EVOLVE****	2-MAS*	SV-1-T*	SP-1-T**	—	W	12+80.27	34R	F = 12'; X = 10.5' MAX
C	1-A	10'	—	—	—	—	TV-1	—	—	E	13+13.06	35L	—

\* 3-SECTION PEDESTRIAN HYBRID BEACON  
\*\* COUNT DOWN TYPE PEDESTRIAN SIGNAL  
\*\*\* ALL EQUIPMENT IS NEW UNLESS OTHERWISE NOTED  
\*\*\*\* GE EVOLVE (PART ERL2021C330AGRAYBL054)

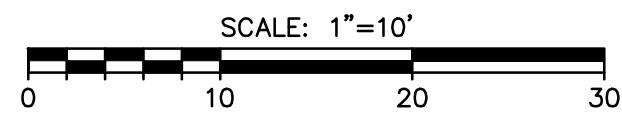
CONDUCTOR		SCHEDULE					
AWG / CABLE	PHASE	RUN NUMBER					
		1	2	3	4	5	6
C1	5CSC	1	2	2	1	1	1
C2	9CSC	2	2	2	-	2	-
#10	LUMINAIRE	2	2	2	-	2	-
#10	BLANK-OUT SIGN	2	2	2	2	2	-
#6	SERVICE	2	2	-	-	-	-
#8	GROUNDING	1	1	1	1	1	1
	SIC	-	1	1	-	1	1
CONDUIT SIZES (INCHES)		3"	2-3"	3"	3"	2-3"	3"

1. CONDUCTOR SCHEDULE IS FURNISHED AS AN INSTALLATION GUIDE ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE THE CORRECT CONDUCTORS REQUIRED FOR THE INTENDED OPERATION.

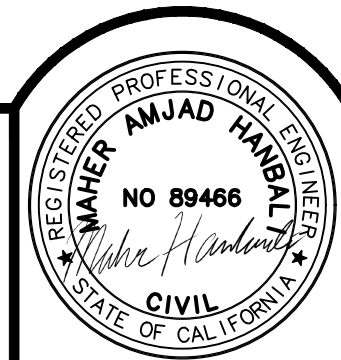
SIGNAL	PHASE	DIAGRAM	
Ø1	Ø2	Ø3	Ø4
Ø5	Ø6	Ø7	Ø8



OPERATION SEQUENCE FOR PEDESTRIAN HYBRID BEACON



DESIGN\_MAH \_\_\_\_\_ CHECKED\_DBR \_\_\_\_\_  
DATE: 10/14/2021  
PROJECT ENGINEER  
R.C.E. 89466



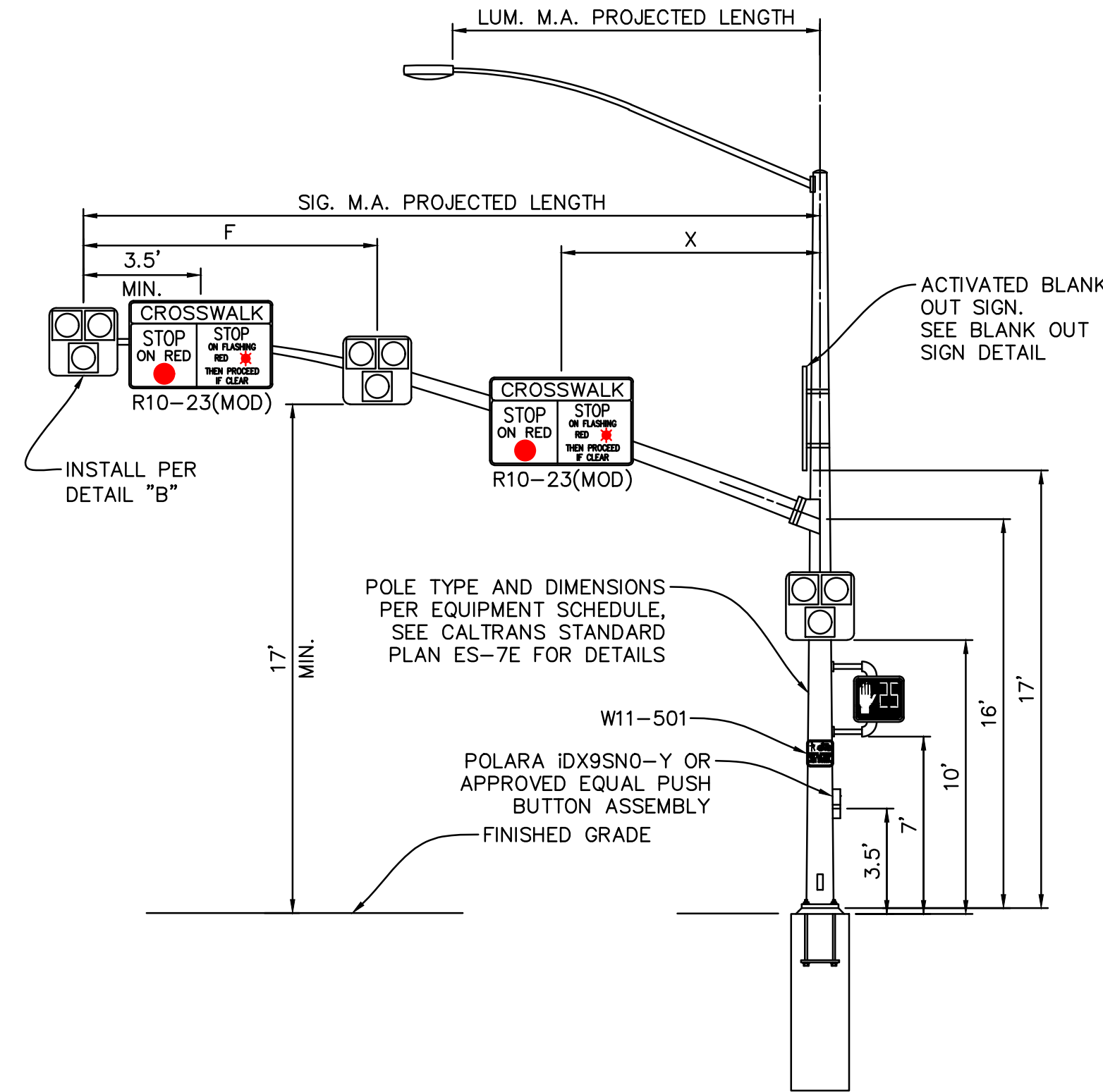
THIS PLAN ACCURATE FOR SIGNAL AND LIGHTING WORK ONLY

CROSSWALK  
AT CALLE REAL / FAIRVIEW CENTER - PHB  
PEDESTRIAN HYBRID BEACON INSTALLATION PLAN  
CITY OF GOLETA, CA

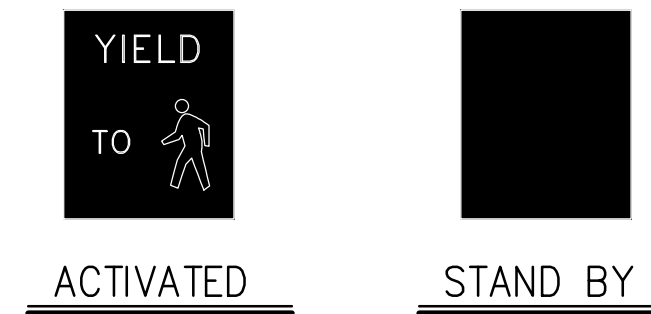
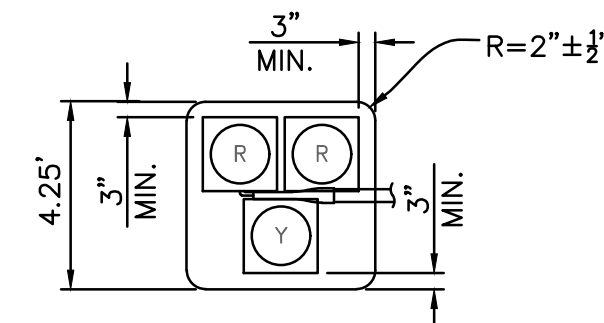
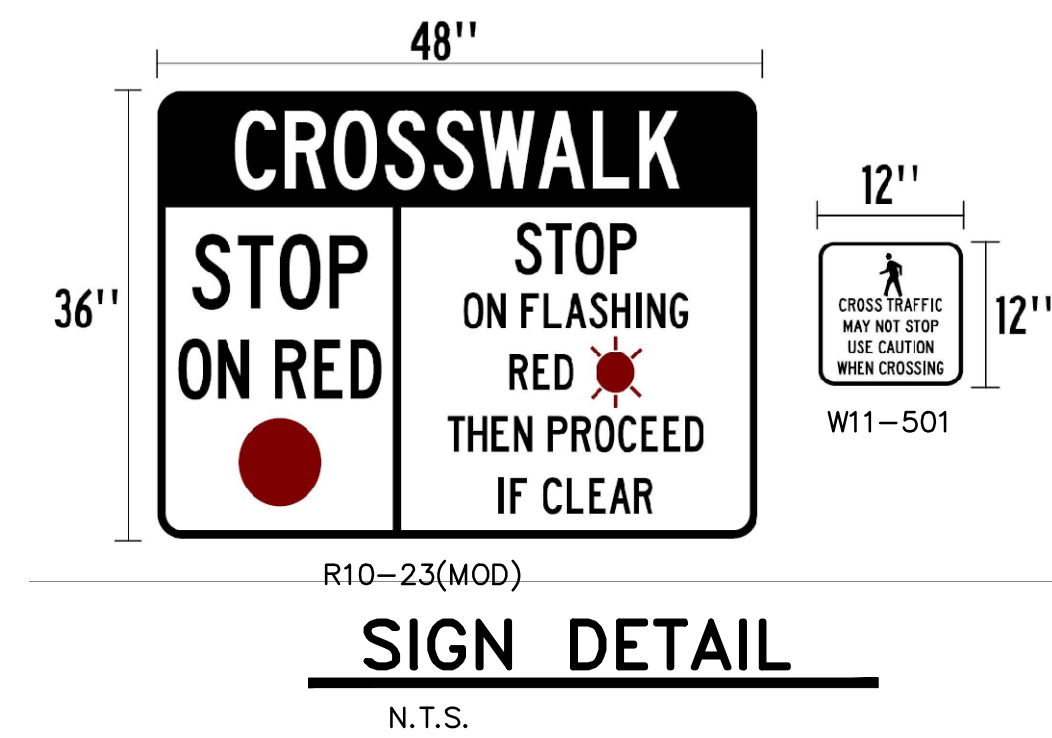
PROJECT NO.  
2042598400  
SHEET  
4 OF 5  
PLAN DATE  
10/14/2021

CONSTRUCTION NOTES:

- 1-INSTALL NEW SIGN ON MAST ARM AS NOTED.
- 2-INSTALL CONDUIT IN TRENCH PER SANTA BARBARA COUNTY ENGINEERING DESIGN STANDARDS 2-030.
- 3-FURNISH AND INSTALL TYPE 332L CONTROLLER CABINET ON NEW FOUNDATION WITH FRONT AND REAR LIGHTS, DOUBLE FANS, DOCUMENT DRAWER, MODEL 2070 CONTROLLER, 2030 PROGRAM, 2010ECL CONFLICT MONITOR, BATTERY BACKUP SYSTEM, AND PERIPHERAL COMPONENTS PER MANUFACTURER'S RECOMMENDATION TO PROVIDE THE INTENDED OPERATION.
- 4-FURNISH AND INSTALL TYPE 111BF 100, 120/240V, SINGLE PHASE SERVICE PEDESTAL IN 3R ENCLOSURE, WITH ONE 100A, 3P, 240V BREAKER, ONE 50A, 1P, 120V BREAKER AND ONE 30A, 2P, 240V BREAKER.
- 5-REPLACE EXISTING PULL BOX WITH NEW NO. 6E PULL BOX.



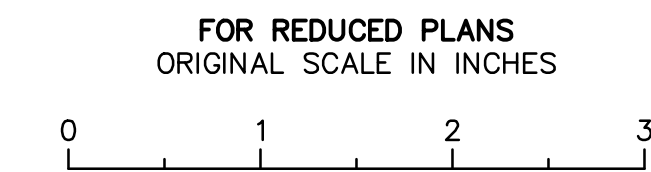
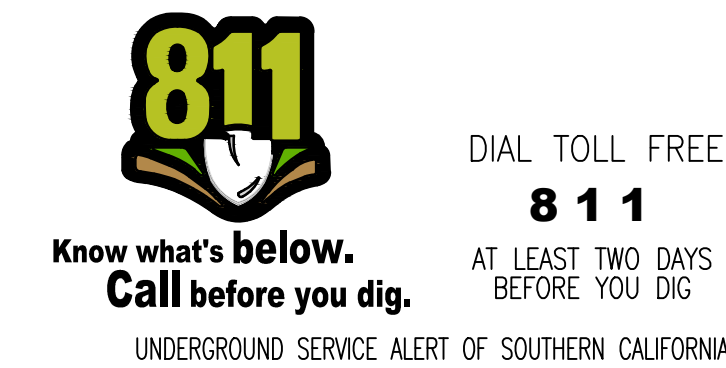
PHB ASSEMBLY ON MAST ARM POLE  
N.T.S.



BLANK OUT SIGN DETAIL  
N.T.S.



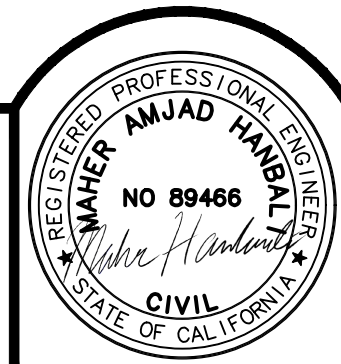
36-ENG SAVE DATE: 10/14/2021 3:51:47 PM PLOT BY: Hanball, Moher PLOT DATE: 10/14/2021 4:24:51 PM PLOT SCALE: 1:218.6



NO.	DATE	REVISIONS	APPD.



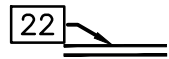
DESIGN\_MAH CHECKED\_DBR  
PROJECT ENGINEER  
R.C.E. 89466  
DATE: 10/14/2021



#### CONSTRUCTION NOTES

ALL STRIPING AND PAVEMENT MARKING DETAILS AND LAYOUTS SHALL CONFORM TO THE CURRENT STATE OF CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), THE STATE OF CALIFORNIA STANDARD SPECIFICATIONS AND THE STATE OF CALIFORNIA STANDARD PLANS, UNLESS OTHERWISE SPECIFIED.

INSTALLATION OF NEW STRIPING IS INDICATED BY A SOLID-LINE BOX THAT CONTAINS THE STRIPING DETAIL NO., AS SHOWN:



LANE DIMENSIONS ARE FROM TOP OF CURB OR EDGE OF PAVEMENT TO CENTER OF STRIPE DETAIL.

ALL LONG LINE STRIPING SHALL BE PAINT.

ALL CROSSWALK PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.

ALL OTHER PAVEMENT MARKINGS SHALL BE PAINT UNLESS OTHERWISE NOTED.

BLUE TWO-WAY REFLECTIVE PAVEMENT MARKERS SHALL BE INSTALLED IN THE STREET ADJACENT TO FIRE HYDRANTS IN ACCORDANCE WITH CITY OF GOLETA STANDARD FOR PLACEMENT OF FIRE HYDRANT MARKERS.

FOR OTHER STRIPING AND MARKING NOT ASSIGNED A DETAIL NO. IN THE CA MUTCD, INSTALLATIONS ARE INDICATED BY SOLID LINES OR FILLED SHAPES, AND REMOVALS ARE INDICATED BY BOLD, DOTTED LINES AND OUTLINES, AS SHOWN IN THE WORK LEGEND EXAMPLES.

REMOVE TRAFFIC STRIPES AND PAVEMENT MARKINGS USING ABRASIVE BLAST CLEANING (SAND BLAST) PER SECTION 84-9.03B OF CALTRANS STANDARD SPECIFICATIONS. ALL REMOVAL AREAS SHALL BE FOG SEALED.

THE NUMBERED CONSTRUCTION NOTES BELOW ARE PROVIDED FOR ADDED CLARITY. A SOLID-LINE CIRCLE INDICATES A NEW INSTALLATION.

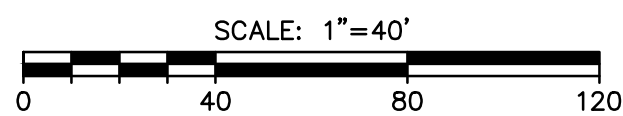
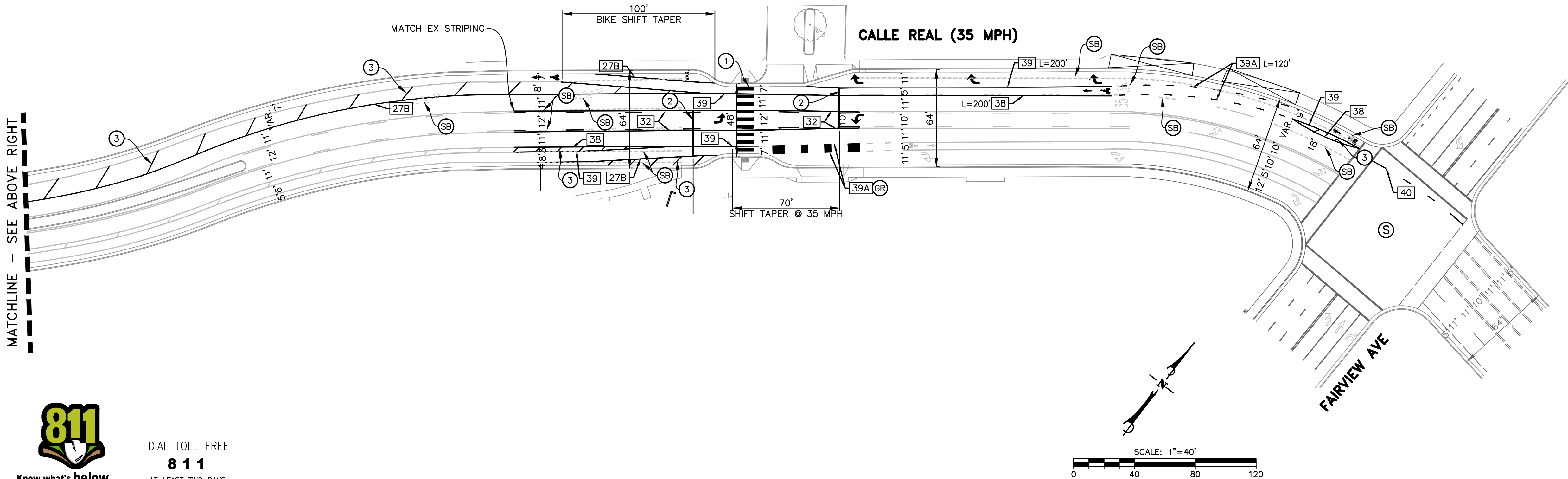
- 1 INSTALL 15' WIDE WHITE CONTINENTAL CROSSWALK PER CALTRANS REVISED STANDARD PLANS A24F. STRIPE SHALL BE 24" WIDE SPACED 5' OC.
- 2 INSTALL 12" WHITE LIMIT LINE PER CALTRANS REVISED STANDARD PLANS A24G.
- 3 INSTALL WHITE 6" DIAGONAL MARKING AT 35' O.C.
- SB SAND BLAST EXISTING STRIPING.
- GR INSTALL GREEN THERMOPLASTIC BETWEEN INDICATED STRIPING.

#### WORK LEGEND

INSTALL	REMOVE	STRIPING, PAVEMENT, OR SIGN
		STRIPING PER CALTRANS STANDARD PLANS
		TYPE IV ARROW (R/L) PER CALTRANS STANDARD PLAN A24A
		SIGN ON EXIST. POST
		SIGN AND POST
		BIKE LANE SYMBOL AND ARROW PER BIKE LANE DETAILS

#### DRAWING LEGEND

	EXISTING STRIPING
	CURBFACE
	EXISTING SIGN
	EXISTING STREET LIGHT
	SIGNALIZED INTERSECTION



CROSSWALK  
AT CALLE REAL / FAIRVIEW CENTER - PHB  
SIGNING AND STRIPING PLAN  
CITY OF GOLETA, CA

PROJECT NO.	2042598400
SHEET	5 OF 5
PLAN DATE	10/14/2021

DRAWING: c:\2042\active\2042598400\drawing\sheet\files\2042598400\_ss.dwg

### **ATTACHMENT 3**

Project Specifications for Crosswalk at Calle Real/Fairview Center – PHB Project  
(Available Online Only)



# CITY OF GOLETA



## **CONTRACT BIDDING DOCUMENTS SPECIFICATIONS AND STANDARD DRAWINGS**

### **FOR THE**

### **CROSSWALK AT CALLE REAL / FAIRVIEW CENTER - PEDESTRIAN HYBRID BEACON (PHB)**

**Project No. 9099**

By

  
Charles W. Ebeling,  
Public Works Director

Project Number: 9099  
Bid Number: 21-07

**Bid Opening: January 6, 2022 @ 3:00 P.M.**

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

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

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- D. School Zone Work Hour Restriction Map



## SECTION A NOTICE INVITING SEALED BIDS

### NOTICE INVITING SEALED BIDS FOR THE CROSSWALK AT CALLE REAL / FAIRVIEW CENTER - PEDESTRIAN HYBRID BEACON (PHB) PROJECT NO. 9099

130 Cremona Drive, Suite B, City of Goleta, CA

PUBLIC NOTICE IS HEREBY GIVEN that the City of Goleta ("CITY"), invites sealed bids for the above stated project and will receive such bids via electronic transmission on the City of Goleta PlanetBids portal site until **3:00 P.M., January 6, 2022**, and will be publicly opened and posted promptly thereafter. Copies of the Contract Documents and Specifications are available from the CITY, 130 Cremona Drive, Suite B, Goleta, California 93117 upon payment of a \$50.00 non-refundable fee if picked up, or payment of a \$60.00 non-refundable fee, if mailed or no payment to CITY if obtained from the CITY website at <http://www.cityofgoleta.org/i-want-to/view/city-bid-opportunities>.

The work includes all labor, material, supervision, plant and equipment necessary to construct and deliver a finished CROSSWALK AT CALLE REAL / FAIRVIEW CENTER - PEDESTRIAN HYBRID BEACON (PHB) PROJECT NO. 9099. Work includes construction of a new Pedestrian Hybrid Beacon (PHB) signal-controlled crosswalk with mast arms, developing a power supply, installing pedestrian push buttons, constructing ADA accessible ramps, associated concrete and pavement work, new crosswalk striping, pavement markings and installing applicable PHB warning and control signage. The contract period is Thirty (30) Working Days.

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

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

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

**Note: All bids must be accompanied by a scanned copy of the bid security uploaded to PlanetBids. The original security of the three (3) lowest bidders must be mailed or submitted to the office of the City Clerk at 130 Cremona Drive, Suite B, Goleta, California 93117, in a sealed envelope and be received or postmarked within three (3) City business days after the bid due date and time for the bid to be considered. The sealed envelope should be plainly marked on the outside, "SEALED BID SECURITY FOR CROSSWALK AT CALLE REAL / FAIRVIEW CENTER - PEDESTRIAN HYBRID BEACON (PHB) PROJECT NO. 9099."**

The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) per California Labor Code Section 1771.4, including prevailing wage rates and

apprenticeship employment standards. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, or religion will also be required. The CITY hereby affirmatively ensures that all business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

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

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

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

Pursuant to Public Contract Code section 22300, the successful bidder may substitute certain securities for funds withheld by CITY to ensure performance under the Contract or, in the alternative, request the CITY to make payment of retention to an escrow agent.

Any protest to an intended award of this contract shall be made in writing addressed to the City Clerk prior to the award. Any protest may be considered and acted on by the City Council at the time noticed for award of the contract. To request a copy of the notice of agenda for award, please contact the City Clerk (805) 961-7505 or register on the CITY's website ([www.cityofgoleta.org](http://www.cityofgoleta.org)).

For information relating to the details of this Project and bidding requirements contact Debbie Talarico in writing at [dtalarico@cityofgoleta.org](mailto:dtalarico@cityofgoleta.org).

CITY OF GOLETA

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Deborah S. Lopez, City Clerk

Published:

Santa Barbara Independent: December 2, 2021 and December 16, 2021



## SECTION B BIDDING INSTRUCTIONS

**1. DEFINITIONS.** Unless provided otherwise, the definitions in the contract documents are applicable to all bidding documents.

- 1.1 “Addenda” means written or graphic instruments issued by the City before the bid deadline that modify or interpret the bidding documents by additions, deletions, clarifications, or corrections.
- 1.2 “Alternate” means an amount stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as Alternate Work, to be added or deducted from the Total Base Bid, which shall be the Contractor’s responsibility if the City accepts the Alternate Bid Item.
- 1.3 “Bid Deadline” means the date and time designated in the notice inviting sealed bids as the last date and time for receipt of bids, as may be revised by addenda.
- 1.4 “Bidder” means a person or firm that submits a bid.
- 1.5 “Bidding/Contract Documents” means the Contract, Addenda, Notice Inviting Sealed Bids, bidding instructions, Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Completion) when attached as an exhibit to the Contract, the Bonds, permits from jurisdictional regulatory agencies, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Change Orders, and Supplemental Agreements.
- 1.6 “Contract Price” means the total aggregate amount of the Contractor’s bid price based on the estimated quantities listed in the Bidding Sheet as set forth in the award of the Contract approved by the City Council, subject to adjustment for variances in quantities and changes pursuant to Change Orders executed in accordance with the Contract Documents.
- 1.7 “Inspector” means the person designated by the engineer to ensure specification compliance.
- 1.8 “Total Base Bid” means the sum stated in the bid for which bidder offers to perform the Work described in the bidding documents, but not including alternates.
- 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 three (3) years' experience successfully performing projects of the same type, magnitude, and character of the work bid, and financial capacity to perform and complete all obligations under the Contract Documents.
- 2.6 The person executing the bid form is duly authorized and empowered to execute the bid form on bidder's behalf.
- 2.7 Bidder is aware of and, if awarded the contract, will comply with legal requirements in its performance of the Work.
- 2.8 Bidder is aware of and, if identified as the apparent lowest responsible bidder, would be required to pay City business license fee(s).
- 2.9 Bidder shall not damage or endanger and shall preserve and protect adjacent properties.
- 2.10 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.
- 2.11 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.

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

### **3. CONTRACT DOCUMENTS.**

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

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

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

### **5. PRODUCT SUBSTITUTIONS.**



- 5.1 No requests for product substitutions will be considered before award of contract unless requested through the Request for Information (RFI) process so that all bidders will be informed. Bidders wishing to obtain authorization for an or equal substitution of an equivalent material, product or equipment, shall submit all requests for or equal substitution using the form included as **Attachment A** to these Bidding Instructions, together with data substantiating Bidder's representation that the non-specified item is of equal quality to the item. Requests for product substitutions not handled through the RFI process will only be considered after award of the contract and in the manner provided for in the contract documents. Authorization of an equal substitution of equivalent materials is solely within the discretion of the City and, if given, shall be made by Addendum or Change Order issued by the City. Bids shall not be based on any or equal substitution request that has not been authorized in writing by City Addendum. In the absence of a written Addendum authorizing a pre-Bid or equal substitution request, the request shall be deemed denied.

## **6. SUBCONTRACTORS.**

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

## **7. ADDENDA.**

- 7.1. Before the Bid Deadline, the City may modify the Work, the Bidding Documents or any portion(s) thereof by the issuance of written addenda. Addenda will be in writing and issued only by the City.
- 7.2. Bidders must be registered on the City's PlanetBids portal to receive addendum notifications. Addenda will be posted on the PlanetBids portal.
- 7.3. Copies of addenda will be made available for inspection at the City's Public Works Department.

- 7.4. The City will issue addenda so that they are received by prospective bidders not less than three (3) business days before the bid deadline. Addenda that withdraw the request for bids or postpone the bid deadline may be issued any time before the bid deadline.
- 7.5. Each bidder is responsible for ensuring that it has received all issued addenda before submitting a bid. All bidders are required to acknowledge and confirm receipt of each and every addendum 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 bid form included with the Contract Documents. Bids not submitted on the City's bid form will be rejected. All blanks on the bid form will be filled in legibly.
- 9.2. Bidder's failure to submit a price for any alternate or unit price will result in the bid being considered as non-responsive. If alternates are called for and no change in the lump sum base bid is required, enter "no change."
- 9.3. Each bidder must fill out the "bidders statement of past contract disqualifications" form stating any and all instances of contract disqualifications due to a violation of a law or safety regulation. The bidder must explain the circumstances of each disqualification.
- 9.4. Bidder will make no stipulations on the bid form nor qualify the bid in any manner.
- 9.5. The bids will be based upon full completion of all the Work as shown on the plans and specifications. It is expressly understood that the plans are drawn with as much accuracy as is possible in advance, but should errors, omissions or discrepancies exist in the plans which show conditions that vary from those encountered in construction, the bidder (if awarded the contract) specifically agrees to construct a completed Work ready for the use and in the manner which is intended.
- 9.6. The bid form will be signed by a person or persons legally authorized to bind bidder to a contract. Bidder's representative will sign and date the declaration of eligibility to contract included in the bid form. Failure to sign and date the declaration will cause the bid to be rejected.

## **10. BID SECURITY.**

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

All bids must be accompanied by a scanned copy of the bid security uploaded to PlanetBids. The original security of the three (3) apparent lowest bidders must be mailed to the office of the City Clerk at 130 Cremona Drive, Suite B, Goleta, California 93117, in a sealed envelope and be received or postmarked within three (3) City business days of the bid due date and time for the bid to be considered. The sealed envelope should be plainly marked on the outside identifying the names as shown in the notice inviting sealed bids.

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

## **11.BID DELIVERY.**

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

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

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



project and the bid bond shall be forfeited. The City, at its discretion, may award the bid to the next responsive and responsible bidder. In the event the next bidder refuses to enter into the contract, that bidder's bid bond shall then be forfeited.

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

- 13.1 Bids submitted in the manner required by these instructions and received on or before the bid deadline will be opened publicly.

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

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

holds these rights. The Notice Inviting Sealed Bids does not commit the City to enter into a Contract, to reject, in its sole discretion, all Bids, nor does it obligate the City pay for any costs incurred by bidders in preparation and submission of a Bid or in anticipation of a Contract. By submitting a Bid, the bidder disclaims any right to be paid for such costs.

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

## 15. AWARD.

- A. The City may retain all bids for a period of one hundred twenty (120) days for examination and comparison, and to delete any portion of the Work from the contract.
- B. The City may waive nonmaterial irregularities in a bid and will accept the lowest responsive bid from a responsible bidder as determined by the City.
- C. The City will determine the low bidder on the basis of the total bid price in words on the bidding sheet as described on the bidding sheet.
- D. City Staff will identify the apparent lowest responsive and responsible bidder and notify such bidder within one hundred twenty (120) days (unless the number of days is modified in any Addendum issued to bidders) after the Bid Deadline. Within fifteen (15) days after receiving the City's written notice that bidder was identified as the apparent lowest responsible bidder, bidder will submit to the City all of the following items as required by the City:

15.4.1 Two originals of the contract signed by bidder.

15.4.2 One original of the payment bond.

15.4.3 One original of the performance bond.

15.4.4 Certificates of insurance and additional insured endorsements.

15.4.5 Copy of current city of Goleta business license certificate.

15.4.6 Names of all subcontractors, with their DIR registration number, license numbers, addresses, telephone number, facsimile number and trade on bidders' company stationery. Evidence, as required by the city, of the reliability and responsibility of the proposed subcontractors such as statements of experience, statements of financial condition, and references.

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

Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. This Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

- F. If bidder submits the two original signed contracts and all other items within fifteen (15) days after receiving the City's notification, and all such items comply with the requirements of the bidding documents, the City will submit the bid to the City Council for award of Contract. Following City Council Award of Contract, the City will sign the contract and return a signed copy of the contract to bidder

**16. NOTICE OF INTENT TO AWARD CONTRACT.** Following the opening of bids and determination of the lowest responsible Bidder, the City will issue a notice of intent to award the Contract, identifying the Bidder to whom the City intends to award the Contract. The award of the Contracts shall be made by the City Council.

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

**18. BID PROTEST.** Any registered Bidder may file a protest provided that each and all of the following are complied with:

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

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## ATTACHMENT A – BIDDING INSTRUCTIONS OR EQUAL SUBSTITUTION FORM

Project: \_\_\_\_\_

Location: \_\_\_\_\_

TO: \_\_\_\_\_

FROM: \_\_\_\_\_

1. Section, Paragraph and Page Number of Specification or Drawing to which this Request applies:

\_\_\_\_\_

2. Item specified for which substitution is requested:

Name or Brand: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Catalog No.: \_\_\_\_\_

3. The proposed substitution is:

Name or Brand: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Catalog No.: \_\_\_\_\_

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

5. Reasons for substitution request: \_\_\_\_\_

\_\_\_\_\_

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

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

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8. Does this substitution affect dimensions shown on Drawings?

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

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

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

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

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

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

Same \_\_\_\_\_

Different \_\_\_\_\_  
(Explain on attachment.)

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

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

(1) Name of Project: \_\_\_\_\_

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

Date of Installation: \_\_\_\_\_

(2) Name of Project: \_\_\_\_\_

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

Date of Installation: \_\_\_\_\_

(3) Name of Project: \_\_\_\_\_

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

Date of Installation: \_\_\_\_\_

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

Same \_\_\_\_\_

Different \_\_\_\_\_

(Explain on attachment.)

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

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

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

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

---

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, California.

\_\_\_\_\_  
(Type or print name)

**Submitted by:**

\_\_\_\_\_



(Firm)

\_\_\_\_\_

(Address)

**For use by City:**

\_\_\_ Accepted \_\_\_ Accepted as noted

\_\_\_ Not Accepted \_\_\_ Rejected as late

\_\_\_\_\_

(By)

\_\_\_\_\_

(Date)

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## **SECTION C PROPOSAL**

### **BID PROPOSAL**

#### **FOR**

### **CROSSWALK AT CALLE REAL / FAIRVIEW CENTER - PEDESTRIAN HYBRID BEACON (PHB) PROJECT NO. 9099**

TO THE CITY OF GOLETA ("City"):

In accordance with City's Notice Inviting Sealed Bids, the undersigned Bidder hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the **CROSSWALK AT CALLE REAL / FAIRVIEW CENTER – PEDESTRIAN HYBRID BEACON (PHB) 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 Sections 9-1.06B and C. It is agreed that the unit and/or lump sum prices bid include all overhead, profit, appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amount, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the Bidder's default in executing the Contract and filing the necessary bonds and insurance certificates WITHIN FIFTEEN (15) WORKING DAYS, not including Saturdays, Sundays and legal holidays, after the City has mailed notice of the award of contract to the Bidder, the proceeds of the Bid Security accompanying this Bid shall become the property of the City and this Bid and the acceptance hereof may, at the City's option, be considered null and void.

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**BID PROPOSAL  
FOR  
CROSSWALK AT CALLE REAL / FAIRVIEW CENTER - PEDESTRIAN HYBRID BEACON  
(PHB) PROJECT NO. 9099**

Bids will be received before **3:00 P.M., Thursday, January 06, 2022**, at the City of Goleta, City Hall Building, 130 Cremona Drive, Suite B, Goleta, CA 93117.

Questions regarding the Contract Documents, Specifications, Proposal or other Bidding Documents, shall be submitted in writing and emailed to [dtalarico@cityofgoleta.org](mailto:dtalarico@cityofgoleta.org).

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

Contract Time: 30 Working Days. Time is of the essence in the performance of this contract.

BIDDER SHALL COMPLETE:

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

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

E-mail \_\_\_\_\_

The following Addenda are acknowledged:  
(Bidder must fill in number and date of each  
Addendum or may enter the word "none" if  
appropriate)

Number

Dated

Initials

_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
BIDDERS Signature

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Tax I.D. Number



**CROSSWALK AT CALLE REAL / FAIRVIEW CENTER - PEDESTRIAN HYBRID BEACON  
(PHB) PROJECT NO. 9099**

**BIDDING SHEET (Page 1 of 3)**

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 lowest responsive Base Bid only.

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.

**BIDDING SHEET (Page 2 of 3)****BASE BID SCHEDULE**

<b>ITEM NO</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1	Mobilization	LS	1		\$
2	Traffic Control	LS	1		\$
3	Water Pollution Control Plan (WPCP)	LS	1		\$
4	Clearing and Grubbing/Demolition	LS	1		\$
5	Construct Sidewalk	SF	1,250		\$
6	Construct Curb and Gutter	LF	100		\$
7	Construct Curb Ramps	EA	2		\$
8	Construct Driveway	EA	3		\$
9	Hot Mix Asphalt	TONS	220		\$
10	Aggregate Base	CY	225		\$
11	Trenching and Conduit Installation	LF	700		\$
12	Signal Pull Box	EA	7		\$
13	Type III-BF Service	EA	1		\$
14	PHB Assembly, Foundation, Cables, Wires, Blank-Out Sign(s), Controller	LS	1		\$
15	Pavement Marking - Removal	LS	1		\$
16	Paint Striping – Detail 27B/39 & Diagonal White Solid 6"	LF	2600		\$
17	Paint Striping – Detail 39A/40 White Dashed 6"	LF	425		\$
18	Thermoplastic Striping – Limit Line White Solid 12"	LF	60		\$
19	Paint Striping – Detail 38 White Solid 8"	LF	250		\$
20	Thermoplastic Striping – Continental Crosswalk White 24"	LF	200		\$
21	Paint Striping – Detail 32 Yellow Two Way Left Turn Lanes with Markers	LF	250		\$
23	Paint Pavement Marking	SF	110		\$
24	Green Methyl Methacrylate Traffic Striping	SF	120		\$
25	Striping Removal	LF	1800		\$
26	Pavement Marking Removal	SF	120		\$
<b>TOTAL BASE BID</b>					<b>\$</b>

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

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(Total Bid in Words)

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Company Name of Bidder

**PROPOSED EQUIPMENT AND MATERIAL MANUFACTURERS**

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

<b>Equipment/Materials</b>	<b>Supplier</b>
1. Portland Cement Concrete	_____
2. Hot Mix Asphalt (HMA Type A)	_____
3. Class 2 Aggregate Base	_____
4. Detectable Warning Surface	_____
5. Traffic Stripe and Marking Paint	_____
6. PHB Assembly, Foundation, and Appurtenances	_____
7. Controller	_____
8. Battery Backup System	_____
9. Type III Service Cabinet	_____
10. PHB Pole	_____
11. Pedestrian Push Button	_____
12. Pull Boxes	_____
Additional items in the Special Provisions	
_____	_____
_____	_____
_____	_____

**DESIGNATION OF SUBCONTRACTORS**

Bidder proposes to subcontract certain portions of the Work which are in excess of one-half of one percent (0.5%) of the total amount base bid or \$10,000, whichever is greater, and to procure materials and equipment from suppliers and vendors.

These Subcontractors are identified as follows:

Work to be Performed	Subcontractor License Number	Subcontractor DIR Registration Number (Note1)	Percent of Total Bid	Subcontractor's Name & Address

Note 1: Bidders have 24 hours after the Bid Deadline to submit this information



**BIDDER'S REFERENCES**

The following are the names, addresses, and phone numbers for three public agencies for which Bidder has performed projects of the same magnitude and character of the work bid within the past three years:

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

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

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**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

(SEAL)

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

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

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

Yes ☐ No ☐

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:

[illegible]

Signature and Title of Bidder or Authorized Representative

**BID BOND  
FOR  
CROSSWALK AT CALLE REAL / FAIRVIEW CENTER - PEDESTRIAN HYBRID BEACON  
(PHB) PROJECT NO. 9099**

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) business 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 of the City's General  
Provisions.

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  
CROSSWALK AT CALLE REAL / FAIRVIEW CENTER - PEDESTRIAN HYBRID BEACON  
(PHB) PROJECT NO. 9099**

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]

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(Signature and Title of Authorized Representative)

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## **SECTION D**

### **CONTRACT AWARD AND EXECUTION**

CONTRACT  
PERFORMANCE BOND FORM  
PAYMENT BOND FORM

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## SAMPLE CONTRACT

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 **CONTRACTOR** (hereinafter referred to as "CONTRACTOR").

### SECTION A. RECITALS

1. Pursuant to the Notice Inviting Sealed Bids for the \_\_\_\_\_, bids were received, publicly opened, and declared on the date specified in the notice.
2. On \_\_\_\_\_, 2021 Goleta's City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR and the City Council approved this CONTRACT and authorized the City Manager to execute the CONTRACT with CONTRACTOR for furnishing labor, equipment and material for the \_\_\_\_\_ 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 \_\_\_\_\_ 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 \$1000 per day for each and every day of unauthorized delay beyond the completion date, which amount shall be deducted from any payments due or to become due the CONTRACTOR.
  
5. **PREVAILING WAGES:**
  - A. Pursuant to Labor Code Sections §§1720 *et seq.*, including but not limited to sections 1771, 1774 and 1775, and as specified in Title 8, California Code of Regulations, Section 16000 *et seq.*, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
  
  - B. In accordance with Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.
  
  - C. CITY directs CONTRACTOR's attention to Labor Code Sections 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.
  
  - D. Labor Code Section 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

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

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

- E. CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.
  - F. CONTRACTOR and any subcontractor must comply with Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices.
  - G. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations (DIR), ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
  - H. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this CONTRACT. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.
6. **LEGAL HOURS OF WORK:** CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Except as provided by Labor Code Section 1815, the CONTRACTOR shall, as a penalty to the CITY, forfeit twenty five dollars (\$25) for each worker employed in the execution of the Contract by the CONTRACTOR or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 (commencing at Section 1810) of the California Labor Code.

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

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

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

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

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

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

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

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

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

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

**CONTRACTOR**  
Address  
Address  
Attn: Contact

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

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

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

This CONTRACT is executed on this seventeenth day of September, at Goleta, California, and effective as of September 7, 2021.

**CITY OF GOLETA:**

\_\_\_\_\_  
Michelle Greene, City Manager

**ATTEST:**

\_\_\_\_\_  
Deborah Lopez, City Clerk

**APPROVED AS TO FORM:**  
MICHAEL JENKINS, CITY ATTORNEY

\_\_\_\_\_  
Winnie Cai, Assistant 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

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## FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Goleta, (hereinafter referred to as "City") has awarded to \_\_\_\_\_, (hereinafter referred to as the "Contractor") an agreement for the CROSSWALK AT CALLE REAL / FAIRVIEW CENTER - PEDESTRIAN HYBRID BEACON (PHB) PROJECT NO. 9099, (hereinafter referred to as the "Project").

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

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

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

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

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

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

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

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

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

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

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

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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

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#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

☐ Individual

☐ Corporate Officer

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

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

☐ Partner(s)

☐ Limited

☐ General

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

☐ Attorney-In-Fact

☐ Trustee(s)

☐ Guardian/Conservator

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

☐ Other:

Signer is representing:

Name Of Person(s) Or Entity(ies)

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

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

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

**END OF PERFORMANCE BOND**

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## LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Goleta (hereinafter designated as the "City"), by action taken or a resolution passed \_\_\_\_\_, 20\_\_\_\_, has awarded to \_\_\_\_\_ hereinafter designated as the "Principal," a contract for the work described as follows: the CROSSWALK AT CALLE REAL / FAIRVIEW CENTER - PEDESTRIAN HYBRID BEACON (PHB) PROJECT NO. 9099 (the "Project"); and

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

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

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

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

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



those for whose benefit such bond has been given, by reason of any breach of contract between the 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)

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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.

WITNESS my hand and official seal.

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Signature of Notary Public

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☐ 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)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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Signer(s) Other Than Named Above

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**END OF PAYMENT BOND**

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## **SECTION E**

### **CITY GENERAL PROVISIONS**

#### Standard Specifications

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

#### Modifications to Standard Specifications

**Section 1** – No changes.

**Section 2** – Scope of the Work

Add the following:

#### Section 2-1.1 Conflict in Plans

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

#### Section 2-1.2 Suggestions to Contractor

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

#### Section 2-5.5 Water for Construction

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

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

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

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

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

### Section 2-7.1 General

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

### Section 2-10 Disputed Work

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

## **Section 3** – Control of the Work

Add the following:

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

In the event of conflicts or discrepancies between the Contract Documents, the provision placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials, unless otherwise directed by Agency in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence.

The governing ranking of Contract parts in descending order is:

1. Permits and other governmental approvals;
2. Change Orders and Construction Change Directives, issued after execution of the Agreement
3. Agreement/Contract; including all attachments and Addenda with later Addenda having priority over earlier Addenda
4. City Special Provisions
5. City General Provisions
6. Project Plans
7. Standard Specifications for Public Works Construction, 2018 Edition (Greenbook)
8. City of Goleta standard Plans
9. County of Santa Barbara standard Plans
10. Caltrans Standard Special Provisions for 2015 Standard Specifications
11. Caltrans Revised Standard Specifications
12. Caltrans Standard Specifications
13. Caltrans Revised Standard Plans
14. Supplemental project information

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

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

#### **Section 3-13.3.1 Guaranty**

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

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

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

#### **Section 4 – Control of Materials**

Add the following:

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

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

#### **Section 5 – Legal Relations and Responsibilities**

Add the following:

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

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



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

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

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

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

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

#### Section 5-4.2 General Liability Insurance

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

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

Umbrella or Excess Liability policies (Over Primary) if used to meet limit requirements shall provide coverage at least as broad as specified for underlying coverages and covering those insured in the underlying policies. Any such policy shall include a drop-down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be "pay on behalf," with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion of claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Approval of insurance by the City or acceptance of the certificate of insurance by City shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of

damages resulting from Contractor's services or operation pursuant to the Agreement, nor shall it be deemed a waiver of City's rights to insurance coverage hereunder.

Replace entire section 5-4.2-1 with:

#### 5-4.2-1 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.

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

Add the following:

#### Section 6-1.3 Notice to Proceed

After the execution of the contract, written notice to proceed will be given by the Agency to the Contractor. Notwithstanding any other provision of the contract, the Agency shall not be obligated to accept or to pay for any work furnished by the Contractor prior to delivery of notice to proceed whether or not the Agency has knowledge of the furnishing of such work.

#### Section 6-4.1.1 Notice of Delays

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

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

#### Section 6-4.1.2 Avoidable Delays

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

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

#### Section 6-4.1.3 Extension of Time

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

#### Section 6-2.1 Working Hours

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

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

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

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

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

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

Section 6-8.1 Completion and Acceptance

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

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

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

Section 6-9.1 Liquidated Damages for Avoidable Delay

For each and every day that any portion of the work remains unfinished after the time fixed for completion in the contract documents as modified by any extension of time granted pursuant to Section 6-4.6.3, damage will be sustained by the Agency. Because of the difficulty in computing the actual material loss and disadvantage to the Agency, it is determined in advance and agreed to by the parties hereto that the Contractor will pay the Agency the amount of damages set forth herein as representing a reasonable forecast of the actual damages which the Agency will suffer by the failure of the Contractor to complete the work within the stipulated time. The execution of the agreement shall constitute acknowledgment by the Contractor that he or she has ascertained and agrees that the Agency will actually suffer damages in the amount herein fixed for each and every day during which the completion of the work is avoidably delayed beyond the stipulated completion date.

Unless otherwise provided in the contract documents, the Contractor shall have no claim or right of action against the Agency for damages, costs, expenses, loss of profits, or otherwise because or by reason of any delay in the fulfillment of the contract within the time limited therefore occasioned by any cause or event within or without the Contractor's control, and whether or not such delay may have resulted from anything done or not done by the Agency of the contract.

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

Section 7 – Measurement and Payment

Add the following:

Section 7-3.2.1 Request for Payment

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

Form CC1: Progress Payment Request

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

Form CC2: Progress Payment Request - Detail

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

Form CC3: Quantity Change Verification Form

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

Form CC4: Final Release Form

This form shall be signed by the Contractor and submitted with the final payment request. The contractor shall also sign and submit the Acknowledgement of Final Closeout and Release of Claims with the final Payment Request, or other documents to the satisfaction of the engineer. The City will withhold five (5) percent of all monthly progress payments as retention to assure completion and payment of labor and materials. Retention will be released to the Contractor Thirty Five (35) days after acceptance of the work by the City Council and the filling of a Notice of Completion.

**CITY OF GOLETA, CA**  
Public Works Department  
Construction Contract  
**Form CC1 - Progress Payment Request**

From: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor \_\_\_\_\_ Contract No.: \_\_\_\_\_  
\_\_\_\_\_ Payment Request No.: \_\_\_\_\_  
Address \_\_\_\_\_

To: CITY OF GOLETA Project Name: \_\_\_\_\_  
Public Works Department  
130 Cremona Drive, Suite B  
Goleta, California 93117

Original Contract Amount:	\$
Approved Change Orders through #: _____	\$
Quantity Changes:	\$
(Requires Project Engineer verification)	
Total Contract Amount to Date:	\$

Value of Work Completed to Date:	\$
Less Retention:	\$
Less Liquidated Damages:	\$
Subtotal:	\$
Less Previous Payments Approved:	\$
Progress Payment Requested:	\$

The undersigned Contractor or Contractor's Authorized Representative certifies that to the best of his or her knowledge, information and belief, the work covered in this application for payment has been completed in accordance with the contract documents and the costs shown are true and correct.

_____ Signature	_____ Print Name
_____ Title	_____ Date

**CITY OF GOLETA, CA**  
**Public Works Department**

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

Date: \_\_\_\_\_ Payment Request No: \_\_\_\_\_ Contract No.: \_\_\_\_\_

Contractor: \_\_\_\_\_

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

ITEM NO.	DESCRIPTION	UNIT	BID QUANTITY	UNIT/ FIRM PRICE	INPLACE THIS PERIOD		INPLACE TOTAL	
					QTY. OR %	EXTN.	QTY. OR %	EXTN.
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Inspector Signature

\_\_\_\_\_  
Date



**CITY OF GOLETA, CA**  
**Public Works Department**

**Form CC3- Quantity Change Verification Form**

Date:

Contract No.:

Contractor:

Project Name:

**INSTRUCTIONS**

This form is to accompany progress payments where there is quantity changes (variations in quantities authorized as part of the progress or final payment.

The quantity changes in amount of \$\_\_\_\_\_ accompanying Progress Payment #\_\_\_\_\_ have been reviewed and actual quantities verified.

Project Engineer Signature

Date

Bid Item #	Item Description	Variance	Total

**ATTACH ADDITIONAL SHEETS IF NECESSARY**

Contractor Signature

Inspector Signature

Date

Date

<b>CITY OF GOLETA, CA</b> <b>Public Works Department</b> <b>Construction Contract</b> <b>Form CC4- Final Release Payment</b>	
From: _____ Contractor  _____ Address  _____	Date: _____  Contract No. _____  Payment Request No. _____  Project Name: _____
To:           CITY OF GOLETA, CA Public Works Department 130 Cremona Drive, Suite B Goleta, California 93117	
<p>Upon settlement of final quantities and approval of a Notice of Completion for the project by the Goleta City Council, including any approved changes, this document shall be effective to release any and all further rights of the Contractor to security for payment, including any worker's, mechanic's or material supplier's lien, stop notice claim or right to bond that the undersigned may have for the work furnished for the project. This document is offered as evidence for settlement of final payment and to induce the City Council to approve such final payment for Contractor in connection with the CROSSWALK AT CALLE REAL / FAIRVIEW CENTER - PEDESTRIAN HYBRID BEACON (PHB).</p> <p>This release covers the final payment to the undersigned for all labor, services, equipment and material furnished on the job, including the work of all subcontractors and all materials furnished for all suppliers, and other agents acting on behalf of the undersigned on this work. There are no disputed claims for additional work.</p>	
_____ Contractor Signature:	_____ Print Name:
_____ Title:	_____ Date:
<b>NOTICE: A signed final release is required with submittal of request for payment.</b>	

## Post-Construction Waste Reduction & Recycling Summary Report

**Diversion Requirement:** Reduce quantity of materials disposed at landfills by 65% or more.

Column A: List estimated quantities of waste for each material type (in tons). To convert material quantities to tons, use the Materials Conversion Worksheet provided in your packet.

Columns B, C, D: List estimated quantities reused, recycled, or disposed.

Column E: State the name of all vendors or facilities to be used to reuse, recycle or dispose of material listed. See example below for cases where more than one facility will be used for a particular material type.

Column Totals: Add up all quantities listed in Column A. Do the same for Columns B, C and D.

### Waste Reduction & Recycling Summary REPORT (WRRS Report)

Material Handling Methods - Indicate quantities (in tons only) for each material listed.

Material Type	<u>A</u> Total Tons Generated (A=B+C+D)	<u>B</u> Quantity Salvaged or Reused	<u>C</u> Recycling	<u>D</u> Estimated Disposal	<u>E</u> Anticipated Material Destination(s) (R): Recycled; (D): Disposal
Example: Cardboard	2 tons		1.5	.5	(R) MarBorg (D) Tajiguas Landfill
Asphalt & Concrete					
Brick/Masonry/Tile					
Building Materials (doors, windows, fixtures, etc.)					
Carpet					
Carpet padding/Foam					
Cardboard					
Ceiling tile (acoustic)					
Dirt					
Drywall (used)					
Drywall (new, unpainted sheets or scrap)					
Landscape Debris (brush, trees, stumps, etc.)					
Scrap metal					
Unpainted Wood and Pallets					
Garbage/Trash					
Other					
Recycled mixed debris					
Column Totals					

7. To determine if the required 65% project waste reduction will be met, complete the following  
with the column totals:  $B + C \div A = \quad \times 100 = \quad \%$

8. Is the percentage listed in #7 greater than or equal to 65%? ☐ YES ☐ NO - If "NO" please explain why:

9. Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## ACKNOWLEDGEMENT OF FINAL CLOSEOUT AND RELEASE OF CLAIMS

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

(Acknowledgement) is made in Goleta, California, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Goleta, (Owner), and \_\_\_\_\_ (Contractor).

KNOW ALL PERSONS BY THESE PRESENTS:

1. That the undersigned, as the authorized representative of Contractor, and for each of its successors, assigns and partners, for and in consideration of \_\_\_\_\_ (\$\_\_\_\_\_), for the original Contract amount, and the sum of \_\_\_\_\_ (\$\_\_\_\_\_ ) for Contract Change Orders Nos.(1) through \_\_\_\_\_ (\_\_\_), receipt of which is acknowledged, does release and forever discharge Owner, and each of its successors, assigns, council members, officers, agents, servants, volunteers and employees, from any and all rights, claims, causes of action, demands, debts, obligations, liabilities, actions, damages, costs and expenses (including but not limited to attorneys', paralegal and experts' fees, costs and expenses) and other claims, which may be asserted against Owner by reason of any matter or thing which was the subject matter of or basis for:
  - A. The performance of all terms and conditions of the Public Works Contract agreement dated \_\_\_\_\_, for Owner project described as **CROSSWALK AT CALLE REAL / FAIRVIEW CENTER - PEDESTRIAN HYBRID BEACON (PHB) PROJECT NO. 9099.**
  - B. Change Orders Nos. one (1) through \_\_\_\_\_ (\_\_\_), as approved by the parties, pertaining to Purchase Order No. \_\_\_\_\_
2. Nothing contained in this Acknowledgement shall waive or alter the rights, privileges, and powers of Owner or the duties, liabilities and obligations of Contractor and its surety(ies) in respect to any portion of the Contract.
3. Owner has received the following claims from Contractor \_\_\_\_\_. Except as expressly provided in this section, Owner has received no other claims from Contractor.
4. Upon execution of this Acknowledgement, Owner agrees to promptly initiate the process for City Council to approve the Notice of Completion (NOC) and record the NOC with the Santa Barbara County Recorder.
5. Contractor and Owner agree that the total adjusted Contract Price and time of performance after the execution of change orders, is as follows:

Original Contract Price	\$ _____
Original Calendar Days	_____ days
Adjusted Contract Price with Change Orders	\$ _____
Adjusted Calendar Days	_____ days

Final Contract Price Per Actual Work Completed     \$ \_\_\_\_\_  
Final Retention Amount     \$ \_\_\_\_\_

6. The retention will be released to Contractor within thirty-five (35) days after acceptance of the work by the City Council and the filing of a Notice of Completion.
7. It is understood and agreed by Contractor that the facts with respect to which the release provided pursuant to this Acknowledgement is given may turn out to be other than or different from the facts as now known or believed to be, and Contractor expressly assumes the risk of the facts turning out to be different than they now appear, and agrees that the release provided pursuant to this Acknowledgement shall be, in all respects, effective and not subject to termination or rescission by any such difference in facts and Contractor expressly waives any and all rights it has or may have under California Civil Code Section 1542, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the Release which if known by him must have materially affected his settlement with the debtor."
8. The release made by Contractor is not to be construed as an admission or admissions of liability and Contractor denies any such liability. Contractor agrees that it will forever refrain and forebear from commencing, instituting or prosecuting any lawsuit, action or other proceeding against Owner based on, arising out of, or in any way connected with the subject matter of this release.
9. Except as specifically provided in this Acknowledgement, the Contractor releases Owner from all claims, including but not limited to those of its Subcontractors for all delay and impact costs, if any.
10. The Contractor represents and warrants to Owner that Contractor has not assigned or transferred or purported to assign or transfer to any person, firm, corporation, association or entity any of the rights, claims, warranties, demands, debts, obligations, liabilities, actions, causes of action, damages, costs, expenses and other claims and Contractor agrees to indemnify and hold harmless Owner, its successors, assigns, council members, officers, agents, servants, volunteers and employees, from and against, without limitation, any and all rights, claims, warranties, demands, debts, obligations, liabilities, actions, causes of action, damages, costs, expenses and other claims, including but not limited to attorneys', paralegal and experts' fees, costs and expenses arising out of or connected with any such assignment or transfer or purported assignment or transfer.
11. The parties acknowledge that they have been represented by counsel of their own choice in connection with the preparation and execution of this Acknowledgement. The parties acknowledge and represent that they understand and voluntarily consent and agree to each and every provision contained in this Acknowledgement.
12. The persons executing this Acknowledgement represent and warrant to the other party that the execution and performance of the terms of this Acknowledgement have been duly

authorized by all individual, corporate, partnership, or other entity requirements and that such persons have the right, power, legal capacity and authority to execute and enter into this Acknowledgement.

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

**CITY OF GOLETA**

**CONTRACTOR**

\_\_\_\_\_  
By/Title                  Date

\_\_\_\_\_  
By/Title                  Date

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

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

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

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

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

### Section 7-3.8 Eliminated Items

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

### Section 7-4.3 Makeup

Add the following:

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

- |                                 |     |
|---------------------------------|-----|
| 1) Labor                        | 15% |
| 2) Materials                    | 10% |
| 3) Equipment Rental             | 10% |
| 4) Other Items and Expenditures | 10% |

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

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

When all or any part of the extra work is performed by a Subcontractor, the markup established in Section 7-4.3.1 shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work in excess of \$5,000 of the subcontracted portion of the extra work may be added for the Contractor's costs and supervision.

#### **Section 8** – No changes

#### **Section 9**– Claim Resolution Process

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

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

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

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

Add the following:

##### **Section 10-1 Potential Claim**

Any demand or assertion by the Contractor seeking an adjustment of Contract Price and/or Contract Time, or other relief, for any reason whatsoever, must be in strict compliance with the requirements of the Contract Documents. For purposes of this Section 10-1, any and all work relating to any such demand or assertion shall be referred to as "Disputed Work," regardless of whether the basis of the demand or assertion arises from an interpretation of the Contract Documents, an action or inaction of the Contractor, the Engineer, or the City, or any other event, issue, or circumstance. The Contractor shall bear all costs incurred in complying with the provisions of this Section 10-1.

Promptly upon becoming aware of any event, issue, or circumstance including, but not limited to, disputes arising under the Contract, the acts or omissions of the Engineer or City or by operation of law, which the Contractor believes, in whole or in part, provides a basis for an adjustment of Contract Price and/or Contract Time. Or that Contractor's performance is excused, or other relief, Contractor shall provide a signed written Initial Notice of Potential Claim to the



Engineer in a format acceptable to the City. Contractor shall provide a signed written initial notice of potential claim to the Engineer within 5 days from the date the dispute first arose and before commencing any disputed work. The initial notice of potential claim shall provide the nature and circumstances involved in the dispute which shall remain consistent through the dispute. The initial notice of potential claim shall be submitted on Form CEM 6201A available on Caltrans' website and shall be certified with reference to the California False Claims Act, Government Code Sections 12650 12655. Assign an exclusive identification number for each dispute, determined by chronological sequencing, based on the date of the dispute.

The exclusive identification number for each dispute shall be used on the following corresponding documents:

1. Initial notice of potential claim.
2. Supplemental notice of potential claim.
3. Full and final documentation of potential claim.
4. Corresponding claim included in the Contractor's written statement of claims.

Provide the Engineer the opportunity to examine the site of work within 5 days from the date of the initial notice of potential claim. Proceed with the performance of contract work unless otherwise specified or directed by the Engineer.

Throughout the disputed work, maintain records that provide a clear distinction between the incurred direct costs of disputed work and that of undisputed work. Allow the Engineer access to your project records deemed necessary by the Engineer to evaluate the potential claim within 20 days of the date of the Engineer's written request.

Within 15 days of submitting the initial notice of potential claim, submit a signed supplemental notice of potential claim to the Engineer that provides the following information:

1. The complete nature and circumstances of the dispute which caused the potential claim.
2. The contract provisions that provide the basis of claim.
3. The estimated cost of the potential claim, including an itemized breakdown of individual costs and how the estimate was determined.
4. A time impact analysis of the project schedule that illustrates the effect on the scheduled completion date due to schedule changes or disruptions where a request for adjustment of contract time is made.

Include your complete reasoning for additional compensation or adjustments.

Submit the supplemental notice of potential claim on Form CEM 6201B furnished by the Department and certify with reference to the California False Claims Act, Government Code Sections 12650 12655. The Engineer will evaluate the information presented in the supplemental notice of potential claim and provide a written response within 20 days of receipt. If the estimated cost or effect on the scheduled completion date changes, update information in items 3 and 4 above as soon as the change is recognized and submit this information to the Engineer.

Within 30 days of the completion of work related to the potential claim, submit the full and final documentation of potential claim to the Engineer that provides the following information:

- (1.) A detailed factual narration of events fully describing the nature and circumstances that caused the dispute, including, but not limited to, necessary dates, locations, and items of work affected by the dispute.
- (2.) The specific provisions of the contract that support the potential claim and a statement of the reasons these provisions support and provide a basis for entitlement of the potential claim.
- (3.) When additional monetary compensation is requested, the exact amount requested calculated in conformance with the Contract Documents including an itemized breakdown of individual costs. These costs shall be segregated into the following cost categories:
  - 3.1. Labor – A listing of individuals, classifications, regular hours and overtime hours worked, dates worked, and other pertinent information related to the requested reimbursement of labor costs.
  - 3.2. Materials – Invoices, purchase orders, location of materials either stored or incorporated into the work, dates materials were transported to the project or incorporated into the work, and other pertinent information related to the requested reimbursement of material costs.
  - 3.3. Equipment – Listing of detailed description (make, model, and serial number), hours of use, dates of use, and equipment rates. Equipment rates shall be at the applicable State rental rate as listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," in effect when the affected work related to the dispute was performed.
  - 3.4. Other categories as specified by the Contractor or the Engineer.
- (4.) When an adjustment of contract time is requested, include the following:
  - 4.1. The specific dates for which contract time is being requested.
  - 4.2. The specific reasons for entitlement to a contract time adjustment.
  - 4.3. The specific provisions of the contract that provide the basis for the requested contract time adjustment.
  - 4.4. A detailed time impact analysis of the project schedule. The time impact analysis shall show the effect of changes or disruptions on the scheduled completion date to demonstrate entitlement to a contract time adjustment.
- (5.) The identification and copies of documents and the substance of oral communications that support the potential claim.

The full and final documentation of the potential claim shall be submitted on Form CEM 6201C furnished by the Department and shall be certified with reference to the California False Claims Act, Government Code Sections 12650 12655.

Pertinent information, references, arguments, and data to support the potential claim shall be included in the full and final documentation of potential claim. Information submitted subsequent to the full and final documentation submittal will not be considered. Information required in the full and final documentation of potential claim, as listed in items 1 to 5 above, that is not applicable to the dispute may be exempted as determined by the Engineer. No full and final documentation of potential claim will be considered that does not have the same nature and

circumstances, and basis of claim as those specified on the initial and supplemental notices of potential claim.

If you, in conjunction with or subsequent to the assertion of a potential claim, request inspection and copying of documents or records in the possession of the City that pertain to the potential claim, you must make your records of the project, as deemed by the City to be pertinent to the potential claim, available to the City for inspection and copying."

Unless otherwise specified, the Engineer will evaluate the information presented in the full and final documentation of potential claim and provide a written response within 30 days of receipt. The Engineer's receipt of the full and final documentation of potential claim shall be evidenced by postal receipt or the Engineer's written receipt if delivered by hand. If you submit full and final documentation of potential claim after acceptance of the work by the City, the Engineer need not provide a written response.

#### 10-2 Dispute Resolution

All disputes and claims arising under or by virtue of this contract shall be directed to and be determined by the Public Works Director. The Director's determination can be appealed to City Manager or their designee. The determination by the City Manager or their designee of disputes and claims shall constitute the decision of the City of Goleta; provided, however, that Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of Division 2 of the Public Contract Code shall apply to the public works claim of \$375,000 or less.

#### 10-3 Dispute Resolution - Claims exceeding \$375,000

Any claim, dispute, or other matter in question arising out of or related to the Contract or Project exceeding three-hundred seventy-five thousand dollars (\$375,000.00) that cannot be resolved between the City and the Contractor shall be resolved by the Santa Barbara County Superior Court.

#### 10-4 Claims Procedures as a Prerequisite to Filing Suit

Contractor acknowledges and agrees that its failure to submit any notice of potential claim or claim arising under this Contract in accordance with Section 10, shall constitute a waiver of Contractor's right to additional compensation and/or extension of time. Failure to follow the provisions set forth in this Contract shall constitute a waiver of Contractor's right to receive any additional time or money as a result of any event giving rise to a claim or request for change order. Notwithstanding any other provisions in the Contract relating to any additional time or money which Contractor may be entitled to upon the occurrence of any directive or other event, or any other circumstance, Contractor must comply with the provisions of Section 10 to avoid a waiver of any such entitlement to any additional time or money. Contractor's failure, neglect, or refusal to comply with the requirements of Section 10, or any portion thereof, shall bar Contractor's request for additional compensation or adjustments to contract time. Such failure, neglect, or refusal prejudices the City's and the Engineer's ability to recognize and mitigate delay, and such failure, neglect, or refusal prevent the timely analysis of requests for adjustment of contract time, and whether such adjustments may be warranted. Contractor hereby waives all rights to additional compensation or adjustments of contract time due to delays or accelerations

that result from or occur during periods of time for which Contractor fails, neglects, or refuses to fully comply with the requirements of Section 10.

Section 10-5 Government Code Claims.

Notwithstanding Contractor's participation in dispute resolution proceedings or other claims procedures under the Contract, such proceedings are in addition to Contractor's obligation to present a written Government Code claim in accordance with Section 900 et al of the California Government Code, which is a prerequisite to filing a lawsuit for money or damages against the City. Contractor further acknowledges that notwithstanding Contractor's compliance with the claims procedures set forth in Section 10 or in the Contract Documents, such procedures are in addition to Contractor's obligation to comply with the claims procedures set forth in Government Code sections 900 et al prior to filing a lawsuit against the City for any such claim. Failure to submit a Government Code claim, or comply with the claims provision contained in Section 10 or in the City Special Provisions, shall bar Contractor from bringing and maintaining a valid lawsuit against the City.

Section 10-6 Participation in Dispute Resolution Proceedings.

Contractor and the City agree that all parties necessary to resolve a claim or dispute should be parties to the same dispute resolution proceeding. Contractor agrees upon request of the City to be joined in any mediation or arbitration when Contractor's presence is required if complete relief is to be accorded and to prevent the possibility of conflicting rulings on a common issue of law or fact and otherwise to prevent the risk of the parties being subjected to inconsistent obligations or decisions.

Section 10-7 Contractor's Continuing Obligations.

At all times during the processing of the Contractor's potential Claim, including, but not limited to, in response to a work directive issued by the Engineer, the Contractor shall diligently proceed with the performance of the Disputed Work and other Work, unless otherwise specified or directed by the Engineer.

The Contractor shall provide the Engineer the opportunity to examine the site of the Disputed Work as soon as reasonably possible, and in no event later than five (5) days from the date of the Initial Notice of Potential Claim. Throughout the processing of the Contractor's potential Claim, the Contractor shall provide the Engineer a reasonable opportunity to examine the site of the Disputed Work within five (5) days of the date of Engineer's written request therefor.

The Contractor shall promptly respond to any requests for further information or documentation regarding the Contractor's potential Claim.

Although not to be construed as proceeding with force account work, throughout the performance of the Disputed Work, the Contractor shall maintain daily records in accordance with the Contract Documents that provide a clear distinction between the incurred direct costs of Disputed Work and other Work. The Contractor shall allow the Engineer access to its project records deemed necessary by the Engineer to evaluate the potential Claim within fifteen (15) days of the date of the Engineer's written request.

All Subcontractor's and material supplier's claims of any type shall be brought only through Contractor pursuant to the provisions of this Section 10 and Contractor's prior good faith review

pursuant to the Contract Documents. Under no circumstances shall any Subcontractor or material supplier make any direct claim against City.

Except where provided by law, or elsewhere in these Contract Documents, THE CITY SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES AND THE CONTRACTOR SHALL NOT INCLUDE THEM IN ITS CLAIMS. Contractor shall be limited in its recovery on any Claim(s) to the adjustments allowed in the Contract Documents.

During each step in the processing of the Contractor's Claim, each notice shall be accompanied by the Contractor's written statement that the adjustment or relief claimed is the entire adjustment or relief to which the claimant believes it is entitled as a result of the event, issue, or circumstance giving rise to the Claim.

Under no circumstances may the Contractor submit an Initial Notice of Potential Claim, Supplemental Notice of Potential Claim, or Notice of Final Claim after the date of final payment.

Section 10-8 Notice of Third-Party Claims.

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

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**SECTION F**  
**CITY SPECIAL PROVISIONS**  
**CROSSWALK AT CALLE REAL / FAIRVIEW CENTER - PEDESTRIAN**  
**HYBRID BEACON (PHB)**

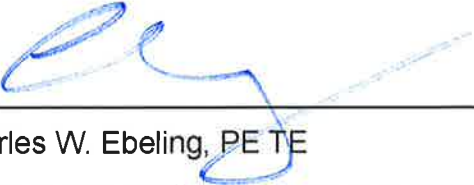
The Special Provisions contained herein have been prepared by or under the direction of the following registered engineers, in accordance with California Business and Professions Code §6735.

**Prepared by:**

 10/13/21  
Maher Hanbali, P.E. Date  
Stantec Consulting Services, Inc.



**Approved by:**

 10/20/21  
Charles W. Ebeling, PE TE Date  
Director of Public Works, City of Goleta

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SECTION 910	TRAFFIC SIGNAGE, STRIPING AND MARKINGS

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## **SECTION 900 – GENERAL**

### **900-1 General Description of the Work**

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

Furnishing all labor, materials, tools, and equipment necessary to remove and replace sidewalks, install access ramps install pedestrian hybrid beacon improvements perform other related work as necessary to provide a complete project; all in accordance with the Standard Specifications, General Provisions, plans, and these Special Provisions.

- B. Existing improvements, visible at the Work or which can be reasonably ascertained by available information to exist, and which interfere with the completion of the Work but which no specific disposition is made on the Plans or Specifications, shall be addressed by the Contractor as follows:

1. Existing improvements which interfere with the completion of the Work shall be removed and replaced, in kind. The exact location and alignment of the replacement shall be confirmed with the Engineer prior to removal and adjustments to the location to conform to the Work shall be made as necessary.
2. The Engineer may determine that the existing improvements are to be removed and not replaced. Removed improvements shall be properly disposed of by the Contractor.
3. The area where existing improvements were removed shall be restored to conform with the Work and match the surrounding area. Restoration shall conform to adjacent improvements.
4. All costs for addressing proposed improvements in conjunction with existing improvements shall be included in the bid.

### **900-2 Standard Specifications and Details**

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

Work is advertised for bids will apply; except to the extent that such standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the drawings will be waived because of any provision of, or omission from, the standards or requirements.

### **900-3 Order of the Work**

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

#### **GENERAL:**

1. Coordinate, perform, and construct street improvements per the Contract Documents. Contractor shall allow utility owners access to the work and shall schedule around interference by utility owners performing concurrent work.
2. Various items of concrete construction shall be installed or replaced shortly after demolition and removal has begun. In no case shall removal take place unless the Contractor can complete installation and replacement within the following time periods:
  - a. All driveways shall be constructed so as to minimize impacts to access to private properties. Driveways shall be closed no longer than seven (7) calendar days including the minimum three (3) days of cure time. No driveway shall be demolished on a Thursday or Friday. For commercial areas and businesses, demolition and construction of driveways shall be staged so that vehicular access to the properties are maintained at all times.
  - b. Sidewalk and access ramps shall be replaced no later than the third (3<sup>rd</sup>) working day after demolition or removal.
  - c. Backfill and paving conform work shall be installed no later than the fifth (5<sup>th</sup>) calendar day following concrete placement.
  - d. Sidewalks on both sides of a street shall not be closed or removed simultaneously.

Failure to complete such work within the time period and/or conditions stated shall be reasonable basis for the Engineer to stop all other items of construction until such work is completed.

3. Contractor shall coordinate with adjacent property owners/tenants in order to schedule demolition/construction activities in order to minimize impacts to residents and/or business operations.
4. Contractor is restricted to work on one driveway per property at a time. Demolition of subsequent driveway(s) shall not commence until completion and acceptance of the driveway actively under construction.
5. PHB and Type III service submittals and any other long lead item submittals shall be submitted immediately after award and materials ordered as soon as possible. It is the Contractors responsibility to submit critical path submittals, order and furnish material in a timely manner.

#### **900-4 Requirements of the Work**

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

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.

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

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

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

Elementary Schools:

- Brandon School – 195 Brandon Drive; (805) 571-3770
- Ellwood – 7686 Hollister Avenue; (805) 571-3774
- Kellogg – 475 North Cambridge Drive; (805) 681-1277

- La Patera – 555 North La Patera Lane; (805) 681-1280

Middle School:

- Goleta Valley – 6100 Stow Canyon Road; (805) 967-3486

High School:

- Dos Pueblos High – 7266 Alameda Ave; (805) 968-2541

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

<b><u>Holiday:</u></b>	<b><u>Date:</u></b>
New Year's Day	(January 1)
Martin Luther King Day	(3rd Monday in January)
Presidents Day	(3rd Monday in February)
Memorial Day	(last Monday in May)
Independence Day	(July 4th)
Labor Day	(1st Monday in September)
Veterans Day	(November 11th)
Thanksgiving Day	(4th Thursday in November)
Day after Thanksgiving	(4th Friday in November)

Christmas Eve	(December 24th)
Christmas Day	(December 25th)
New Year's Eve	(December 31 <sup>st</sup> )

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

- J. No work will be allowed to be performed or be underway on the parade route or parade staging areas of the Goleta Christmas Parade, on the day of the parade. Contractor shall clean-up work site, restore all surfaces and make full width of the roadway and right of way safe and available for traffic and pedestrians.
- K. The holiday and event dates listed above are approximate dates and will vary depending on the year construction occurs. The Contractor is required to obtain and account for the City's observed holiday dates and special event dates that will impact the project during the course of the Contract.
- L. Contractor must reimburse City for costs for overtime inspection associated with project work hours. Costs will include hours in excess of 8-hours per workday shift, hours in excess of 40-hours per work week, and weekend and holiday work when specifically authorized.
- M. Access to businesses shall be maintained at all times. Contractor shall coordinate with owners prior to street work.
- N. The Contractor must diligently prosecute the contract work within the allowed number of working days specified in the Contract Documents. The days to finish the punch list, provided by the City, shall be included in the working days.

#### **900-5 Work Hours**

- A. Work shall be prosecuted during the following time period:
  - Normal daily work hours are from 7:30 a.m. to 4:30 p.m. Variances from these hours shall be approved in advance by the Engineer.

#### **900-6 Public Notification**

- A. At least seven (7) calendar days prior to beginning work, the Contractor must distribute notices to all residences, owners, businesses, and schools adjacent to or affected by the proposed work. In addition, the Contractor must notify property owners and adjacent neighborhoods in writing as directed by the City, 72 hours in advance of area specific work. Such notices must at minimum give the start date of the work, daily schedule for the proposed work, typical parking restriction

for the work, the times of any restricted driveway access, impacts to residences and businesses, the Contractor's representative name and phone number, the City representative name and phone number, along with any other information requested by the Engineer.

- B. Such notices must be prepared and printed by the Contractor, reviewed & approved by the Engineer, and must be served by the Contractor's representative in person to each residence and business. Failure of the Contractor to properly serve such notices will be cause for suspension of work until compliance with this requirement is achieved. No extension of time will be allowed to the Contractor for lost time due to his failure to distribute such notices in a timely manner or from suspension of work due to non-compliance. Contractor must document delivery of notices by providing an e-mailed list of locations where notices were delivered including the date and time of completion, by the end of the day of delivery. Contractor must also e-mail a minimum of five clear photos (2-megapixel) showing completion of the delivery and parking restriction signs for each street notified. Contractor must send e-mail to an e-mail address as directed by Engineer.
- C. The Contractor is responsible for and must deliver public notification for all phases of the work. The Contractor must submit for approval all notices for content and delivery schedule two weeks prior to actual delivery.
- D. The Contractor shall post signs, 2' x 3', one in each direction of on-coming traffic, for Measure "A" funded circulation improvement projects, one week before, during construction, and one month after, that include the project title, Measure "A" logo, project completion date, project sponsor logo and Measure "A" website address. These signs may be provided by the City upon request. Contractor shall be responsible for providing and installing 2"x2" posts for each sign.
- E. Full compensation for conforming to the requirements of this section will be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed.

#### **900-7 Permits**

- A. Before beginning work, Contractor must confirm with agencies having jurisdiction that Contractor has obtained all necessary permits and licenses and given all notices.
- B. Contractor must apply for, procure, and pay all charges and fees for all other necessary permits and licenses required to perform the work. Contractor is responsible for obtaining all necessary permits (not provided by City), reviewing the conditions and requirements contained therein, and including the cost of



meeting these conditions and requirements in this bid. The original permits must be submitted to City and Contractor must maintain a copy of these permits at the job site at all times. All provisions of all project permits (including those provided by City and obtained by Contractor) will apply as though stated in these Specifications. Contractor must follow the more restrictive of the conditions, as determined by the Engineer, if there is a conflict. Any costs incurred due to compliance with these permits must be included in the contract costs. No additional payment will be made for such permits.

- C. Any work in or affecting Caltrans right-of-way will require a Caltrans double permit. Contractor must apply for and pay for this double permit when necessary.
- D. Full compensation for conforming to the requirements of this section will be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed.

#### **900-8 Fees and Fines**

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

#### **900-9 Review of Contract Documents and Job Site**

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

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

- A. Right of Way, easements or right-of-entry for the Work are included in the appendix, if applicable.

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

#### **900-11 Surveying**

- A. Attention is directed to Section 3-10, "Surveying" and Section 400-2 "Permanent Survey Markers" of the Standard Specifications and these Special Provisions. Delete Section 3-10, "Surveying," Section 400-2 "Permanent Survey Markers," and Section 400-3 "Payment" of the Standard Specifications and substitute with the following:
- B. Contractor is responsible for all project construction surveying to determine locations of construction, grading and site work. Surveys to determine location of property lines and corners must be supplied by the Contractor. Surveying must be performed by a Land Surveyor or Civil Engineer registered in the State of California to perform these services. The Engineer reserves the right to check Contractor's work at any time during the project. Checks performed by the Engineer will not relieve Contractor of responsibility to properly locate and construct the work in accordance with the Contract Documents. If the Engineer's check of the surveying identifies errors in the survey work, the Contractor must correct such survey work and the cost of the survey check performed by City will be charged to the Contractor and the cost may be deducted from monies due or to become due the Contractor.
- C. No lines and/or grades will be set by City or the Engineer. Contractor will be responsible for establishing the lines and grades required for the completion of

- D. Survey Monument Inventory: Contractor must prepare survey monument inventory of the project site, including any area affected by the work. Such inventory must be prepared by a Land Surveyor or Civil Engineer qualified to perform Land Surveying, licensed in the State of California. Survey monument inventory must be submitted to the Engineer one week prior to beginning any work that may affect a survey monument. Inventory must indicate location, monument description, how the monument is protected, location ties, a statement indicating that the survey monument inventory is a complete listing of survey monuments affected by the work, and must be signed and sealed by the Land Surveyor or Civil Engineer.
- E. Existing survey monuments located adjacent to and outside of construction areas must be adequately protected from any damage that may result from Contractor's operations. Contractor must provide location ties to survey monuments in the work zone. Contractor must immediately notify the Engineer if any survey monument in the work area is accidentally disturbed or damaged. All survey monuments and monument wells damaged or displaced by Contractor's operations must be reported to the County Surveyor. Contractor must replace disturbed or damaged survey monuments in accordance with the provisions of the Land Surveyor's Act, Code of the State of California, at Contractor's expense. Prior to relocation or removal of any survey monument, Contractor must contact City for direction, at least 5 working days prior to relocating a survey monument. Contractor must file required survey tie and monument records with the County Surveyor.

### **Payment**

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

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

- A. Attention is directed to Section 3-12 "Work Site Maintenance," Section 4-2 "Protection," and Section 400 "Protection and Restoration of Existing Improvements" of the Standard Specifications and these Special Provisions.
- B. Contractor agrees to assume sole and complete responsibility for protection of public and private property in the vicinity of the job site and further agrees to, at Contractor's expense, repair or replace to original condition all existing improvements within or in the vicinity of the job site which are not designated for removal and which are damaged or removed as a result of Contractor's operations.

- C. Repair or replacement must be completed within three (3) working days from the date the damage occurred, unless immediate repair or replacement is determined to be necessary by the Engineer. If the Contractor fails to restore existing improvements in a timely manner, within the timeframe specified, the City may complete the work and costs will be deducted from payments due the Contractor.
- D. Contractor must coordinate operations such that damage to newly constructed improvements is avoided. In the event newly constructed improvements, shown on the Contract Documents, interfere with other project work or is necessary for safety or access and must be removed and replaced, the City will only pay for the improvements to be constructed one time. Multiple replacements or work necessary for the convenience of the Contractor will be considered performed at the Contractor's expense.

### **900-13 Utility Requirements and Potholing**

#### **General**

- A. Attention is directed to Section 402 "Utilities" of the Standard Specifications, the contract Plans, and these Special Provisions. The Contractor must verify the location, size, and type of all existing utilities prior to construction. Utilities include, but are not limited to; telephone, electricity, gas, fiber-optic cable, cable television lines, traffic signal systems, communication systems, petroleum lines, water, irrigation systems, storm drains and sanitary sewer.
- B. When the Plans or Specifications provide for the Contractor to alter, relocate, or reconstruct a utility, all costs for such work must be included in the Bid for the items of work necessitating such work. Temporary or permanent relocation or alterations of utilities requested by the Contractor for its convenience are the Contractor's responsibility and the Contractor must make all arrangements and bear all costs.
- C. The Contractor must obtain all necessary permits and notify the utility agencies at least 48 hours in advance of excavating around any of their facilities. It is the responsibility of the Contractor to coordinate all phases of construction with the various utility companies involved.
- D. The Contractor must notify Underground Service Alert at 811 at least 48 hours prior to any excavation or construction work. Paint indications for underground utilities must be limited to only those areas to be affected. The Contractor must document USA markings with photographs or video and must provide a copy of the photographs and video to the Engineer. The Contractor must remove any painting marks that remain after the construction is complete as follows:

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

### **Utility Verification**

- A. The location and existence of utilities shown on the plans are approximate and taken from available records. The Contractor must verify the location of existing utilities, by potholing or other suitable methods, and must take all precautions to protect them whether shown or not. The exact location and identification of all existing utilities must be determined by the Contractor prior to the start of any work.
- B. The Contractor must physically locate, verifying horizontal and vertical locations, and map existing underground facilities within the work area that are marked by Underground Service Alert (USA), shown on the drawings or visible in the field. Contractor must protect all such facilities from damage due to construction activities for the duration of the project. In the event any such unknown facilities or substructures should be disturbed or damaged due to the failure of the Contractor's exercising reasonable care, the Contractor must at once make necessary emergency repair at no cost to and to the approval of the owner. In the event the utility owner requires its own forces or approved vendors to perform such repairs, Contractor must coordinate and cooperate with the utility to complete the repairs. All costs for repairs, staff time, direct and indirect costs, and any costs billed by the utility must be borne by the Contractor and costs may be deducted from payments due or to become due the Contractor. Contractor is responsible for following all applicable rules and regulations concerning work in the vicinity of underground and/or overhead utilities.
- C. All utilities designated on the Plans to be protected in place must be carefully uncovered if located within the lines of excavation and time must be allowed for the Engineer to field check the location of such utilities to make certain that they will not interfere with construction. In the event a utility conflict exists, the City will either arrange for utility owner to relocate the utility or adjust grade and/or alignment of the proposed improvement. Contractor must allow sufficient time for this utility work and must adjust Contractor's operation to move to other areas to allow the utility relocation work to occur.

- D. In the event any such facility should be disturbed or damaged, the Contractor must at once make repairs to the satisfaction of the owner, or arrange with the owner to make repairs, at no cost to the City. Any delays or reconstruction of improvements resulting from the Contractor's failure to verify utility locations and depths will be made at the Contractor's expense.

**Utility Company Work Requirements**

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

**Payment**

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

**900-14 Subsurface Conditions**

- A. Where investigations of subsurface conditions have been made by the City with respect to subsurface conditions, utilities, foundation, or other structural designs, and that information is shown in the Plans, it represents only a statement by the City as to the character of materials which have actually been encountered by the City's investigation. This information is only included for the convenience of Bidders.
- B. Investigations of subsurface conditions are made for the purpose of design only. The City assumes no responsibility with respect to the sufficiency or accuracy of borings or of the log of test borings or other preliminary investigations or of the

interpretation thereof. There is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work, or any part of it, or that unanticipated conditions may not occur. When a log of test borings is included in the Plans, it is expressly understood and agreed that such log of test borings does not constitute a part of the Contract. The log of test borings represents only an opinion of the City as to the character of the materials to be encountered and is included in the Plans only for the convenience of the Bidders. Making information available to Bidders is not to be construed in any way as a waiver of the provisions of the first paragraph of this Section, and Bidders must satisfy themselves through their own investigations as to conditions to be encountered.

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

- A. A minimum of one week prior to start of construction, the Contractor must video all areas where construction is to take place. Such videos (DVD or other approved media) must be provided to the Engineer before construction commences. These videos will serve as a record of the existing conditions for disputes arising from restoration and should therefore be taken along the line of construction and site access and staging areas at sufficient detail as necessary to clearly depict details of existing conditions. Video must document existing conditions, roadway, striping and all painted curb markings in the project area. All videos must be indexed and catalogued in such a manner that each photographed area is readily identifiable and must also indicate the date and time (hour, minutes and seconds) on which the video was made. The Contractor must also video any unusual conditions encountered during construction that are not already a matter of photographic record. In the event damage to existing improvements occurs, the video will be available as a resource to determine existing conditions. In any areas where existing conditions cannot be determined by means of videos, the area must be restored as approved by the Engineer at Contractor's expense. All videos will become the property of the City.

#### **900-16 Pre-Construction Conference**

- A. A pre-construction meeting will be conducted prior to commencement of construction at a time and place designated by the Engineer. Those attending the meeting must include, but not be limited to, the following:
1. The Contractor and superintendent who will be supervising the work for the duration of the project.
  2. The Sanitary and Water Districts, if applicable.
  3. The Design Engineer
  4. The Construction Engineer
  5. Representatives of affected Utility Companies

- B. Pre-construction conference will not be scheduled until the following has been submitted:
  - 1. Construction Schedule
  - 2. Traffic Control Plan
  - 3. Water Pollution Control Plan (WPCP)

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

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

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

#### **900-18 Project Schedule**

- A. Attention is directed to Section 6-1.1 "Construction Schedule" of the Standard Specifications and these Special Provisions.
- B. The Contractor must update the Construction Schedule as specified in the Standard Specifications, the General Conditions/Specifications, or when directed by the Engineer. Preparation and updating of the Construction Schedule must be performed at Contractor's sole expense.
- C. Failure by the Contractor to submit updated or revised Construction Schedules when required may prevent acceptance of progress payment requests by the Engineer until such updated or revised Construction Schedules have been submitted for review and have been accepted by the Engineer.



- D. The Construction Schedule must include obtaining all necessary materials and equipment and must reflect completing all work within the specified time, in accordance with these Specifications. Contractor must show completion of the project completely filling the Contract time and may not show early completion. In the event, the Contractor requests early completion, Contractor must execute a no-cost Contract Change Order that reduces the number of Working Days allowed for completion to conform with such intended completion date.
- E. Contractor must include in the schedule, detailed information for each operation. When the project includes multiple streets or sites, Contractor must include detailed information for each street or site. When notifications or parking restrictions are required such dates must be included in the schedule.
- F. Contractor must provide critical path schedules in legible hardcopy format and must also submit schedules with each update in electronic format compatible with MS Project or Primavera, as directed by the Engineer.

### **Payment**

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

### **900-19 Coordination with Concurrent Projects**

- A. Several projects may be ongoing within the limits of the work during the Contract period. The Contractor is required to coordinate the work with other contractors such that both projects can be diligently pursued to their timely completion. Interfacing work must be shown on the project schedule, and the Contractor will be responsible for meeting that schedule. Contractor must include time for others to perform work within the Work Area and this must be reflected in the Project Schedule. Delays due to interfacing with concurrent projects are considered avoidable and no compensation will be made for such delays. Contractor is responsible for obtaining contract documents including plans and specifications and thoroughly understanding the requirements of Work called for in the contract documents for concurrent projects. Contractor must include in the bid all costs for coordination, scheduling, meetings, staging and the like that result from interfacing with concurrent work.
- B. Concurrent projects include but are not limited to the following:
  - 1. Crosswalk Pedestrian Hybrid Beacon on Calle Real near Encina Lane (Project No. 9087)
  - 2. Annual Pavement Rehabilitation Project
  - 3. Citywide LED Street Lighting Project (Project No. 9114)

#### 4. Various Encroachment Permit Projects

### **900-20 Submittals**

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

#### **General Requirements**

- Key Personnel, Telephone Numbers, and Emergency Telephone Numbers
- Project Schedule\*
- Traffic Control Plans\*
- Demolition Waste Recycle Plan/Statement
- Public Notices

#### **Site Work**

- Portland Cement Concrete Mixes
- Asphalt Concrete Mixes
- Aggregate Base
- Detectible Warning Surfaces
- Traffic Stripe and Marking Paint
- Traffic Signal Poles, Mast arms and Luminaires
- Traffic Signal Heads and framework
- Pedestrian Signal Heads
- Pedestrian Push Buttons
- Traffic Signs
- CIDH Foundation anchor bolts

Contractor must provide all submittals required by Special Provision sections.

### **900-21 Submittal Procedures**

- A. Wherever called for in the Contract Documents or where required by the Engineer, the Contractor must furnish to the Engineer for review two (2) hard copies and an electronic (pdf) copy of each submittal.

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

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

1. Product Data Design Criteria
2. Physical Properties Limitations of Process
3. Material Specifications List of Previous Projects
4. Installation Specifications Size of Completed Projects

5. Testing Methods List of Current Projects
  6. Third Party Test Data
  7. Size of Current Projects
  8. References (All references must include current names and telephone numbers).
  9. List of all deviations from the specifications or referenced product or materials.
  10. Additional testing may be required, and all costs for testing will be borne by Contractor.
- I. City reserves the right to modify the procedures and requirements for submittals, as necessary to accomplish the specific purpose of each submittal. Direct inquiries regarding the procedure, purpose, or extent of any submittal to the Engineer.
- J. Repetitive Review
1. Shop drawings and other submittals will be reviewed no more than twice at the City's expense. All subsequent reviews will be performed at times convenient to the Engineer and at the Contractor's expense, including but not limited to consultant costs, staff charges, overhead, and other related expenses. Contractor shall reimburse the City for such costs, and City may deduct these costs from amounts due or to become due the Contractor. Submittals are required until approved.
  2. Any need for more than one resubmission, or any other delay in obtaining Engineer's review of submittals, will not entitle Contractor to extension of the Contract Time.

#### **900-22 Lump Sum Bid Items**

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

#### **900-23 Daily Report**

- A. The Contractor must complete a Daily Report indicating manpower, major equipment used and on standby (itemized separately), subcontractors, materials used and similar items involved in the performance of the Work. The Daily Report

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must be completed on forms prepared by the Contractor and acceptable to the Engineer, and must be submitted to the Engineer prior to construction on the subsequent workday.

- B. Contractor must supply daily reports to the inspector at the start of work on a daily basis. If the Contractor fails to provide daily reports for 2 or more working days during the scheduled work week, then a Stop Work Notice will be issued and progress payments will not be processed until all paperwork is current. Contract period will continue to be in force while the Stop Work Notice is in effect.

#### **900-24 Testing and Inspection**

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

#### **900-25 Non-Working Foreman**

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

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

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

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

#### **900-27 General Safety Requirements**

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

#### **900-28 Recoverable Materials**

- A. The City and/or the adjacent property owner owns all recoverable materials from

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

### **900-29 Project Appearance and Cleanup**

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

### **900-30 Differing Conditions**

- A. Contractor may not willfully install work as shown on the drawings when it is obvious in the field that obstructions, grade differences or differences in the area dimensions exist that might not have been considered or observed during design. Contractor must promptly notify the Engineer and the agency having jurisdiction by telephone and in writing upon discovery of, and before disturbing, any physical conditions differing from those represented by approved plans and specifications. In the event this notification is not performed, the Contractor must assume full responsibility for necessary revisions.

### **900-33 Final Inspection and Punchlist**

- A. Attention is directed to Section 6-8,1 "Acceptance" of the City General Provisions and these Special Provisions.
- B. When the work has been completed, the Engineer will make the final inspection and final project walk-through with the Contractor. The Engineer will create a punch list of deficient items that need to be corrected by the Contractor. The Engineer reserves the right to add items to the project's punch list as deemed necessary. All punch list items must be completed within 5 working days of notice to Contractor. Punch list items must be accounted for in the project construction schedule within the project working days. The Contractor will not be granted additional working days for the completion of the punch list items.

### **900-35 Construction As Built Drawings**

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

### **Payment**

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



**900-36 Closeout Procedures**

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

**900-37 Measurement and Payment**

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

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

**END OF SECTION 900**

## **SECTION 901 – MOBILIZATION**

### **901-01 General Requirements**

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

### **901-02 Measurement and Payment**

Payment for mobilization will be made at the contract lump sum price under the “Mobilization” Lump Sum price bid. This price will be considered full compensation for the furnishing of all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

A 25% payment of the lump sum total will be paid with the first progress payment and the remaining 75% will be paid incrementally over the life of the Contract where these subsequent payments will be based on the percentage of work completed to date.

**END OF SECTION 901**

## **SECTION 902 - TRAFFIC CONTROL**

### **902-01 General**

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

- J. If a traffic loop is damaged, the Contractor must notify the Engineer immediately. Any traffic loop that is damaged or disconnected prematurely must be replaced within 48 hours of being damaged or disconnected at the Contractor's expense.

If any component in the traffic control system is damaged, displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor must immediately repair the component to its original condition, or replace such component and return it to its original location. Failure by the Contractor to continuously maintain the approved traffic control devices must be sufficient cause for the Engineer to stop all work protected by or associated with such traffic control devices.

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

## **902-02 Traffic Control Plan and Requirements**

- A. Prior to start of construction the Contractor must submit to the Engineer for approval a detailed plan for traffic control and signal coordination (when required) for the various construction operations.
- B. The Traffic Control Plan must show all required barricading, flagman, signage, tapers, and traffic routing as may be required to maintain traffic circulation through, and in the vicinity of construction operations. The plan must show in detail how traffic will be routed through and around the construction site, including traffic from cross streets, alleys, and private drives. The plan must also show the location of signs that will provide advance warning to through traffic of street closure. The Traffic Control Plan must be prepared in accordance with the CMUTCD.
- C. No construction operations may commence without prior review and approval

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of the Traffic Control Plan by the City Public Works Department and the Engineer. If the Traffic Control Plan requires Repetitive Review, each subsequent submittal of the Traffic Control Plan shall be signed and sealed by a Traffic Engineer experienced with Construction Work Zone Traffic Control, with current Registration in California.

- D. The Engineer may require field alterations of the Traffic Control Plan as necessary to provide for the safety and convenience of public traffic. The Contractor must place, relocate or remove components of the traffic control system when directed by the Engineer, at no additional cost. Failure to comply with the approved Traffic Control Plan and any direction of the Engineer will be grounds for immediate suspension of the construction operation until the Contractor makes such changes. If the Contractor fails to make required changes in the timeframe required, the Engineer may arrange for changes to the traffic control to be made by others and the cost to make such changes will be deducted from amounts due or to become due the Contractor.
- E. As an integral part of the Traffic Control Plan, the Contractor must designate one person as Traffic Lead for traffic control. That person must be on the job site and available to the Engineer at all times during construction and for the duration of the project. The Traffic Lead must be in possession of a cellular phone at all times and the cellular number must be provided to Engineer to allow for communication at any time (24-hours per day). The Traffic Lead will be responsible for the proper placement and operation of all traffic control components and have available sufficient additional traffic control equipment in order to quickly execute any field changes as required for the safety of the public or as directed by the Engineer for the convenience of public traffic. The Traffic Lead must know and understand the CMUTCD. The Traffic Lead must have adequate personnel (a minimum of two) and other resources to promptly place and remove any traffic control components as required for the safety of the public or as directed by the Engineer.
- F. Pedestrian access must be maintained at all times to all business, residences and buildings adjacent to Construction. The Contractor must, at minimum, provide pedestrian access on one side of the roadway with proper warnings and detours, and only when permitted by the Traffic Control Plan and approved by the Engineer. Under no circumstances may pedestrian access be restricted on both sides of a street simultaneously.
- G. The Traffic Control Plan must be designed to handle traffic safely 24 hours per day, seven days per week for the duration of the Work. Traffic deviations, restrictions, detours, and roadway closure must be coordinated with Police and Fire authorities a minimum of 24 hours in advance of implementation.

- H. Contractor must maintain traffic circulation at all times including, adequate flagging to accommodate public traffic as needed. Flaggers must be equipped in accordance with the Caltrans publication "Instruction to Flaggers;" each flagger must carry a Stop/Slow paddle at all times. Radios are required if distance between flaggers exceeds 200' or the distance eliminates line of sight. All costs for flaggers must be included in the contract item bid for Traffic Control.
- I. Lanes may only be closed upon approval on the Engineer and with an approved Traffic Control Plan. Sufficient arrow boards, Changeable Message Signs and sufficient traffic control will be required. Lanes may only be closed when work is in progress and restrictions may only be in effect for the minimum amount of time necessary to perform the Work, as determined by the Engineer. Lane restriction near intersections shall be minimized and turn pockets shall be returned to operation as soon as practicable and as directed by the Engineer.
- J. Traffic restrictions may only be in place when work is in progress and traffic restrictions shall be removed as soon as practicable. Street closures are to be avoided. Street closures require discretionary approval by the City Council and require significant justification and processing time and are typically not approved.

### **902-03 Construction Signage**

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

### **902-04 Street Work Requirements**

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

**902-05 Temporary Pavement Markings**

- A. Wherever the Contractor's operations obliterate pavement delineation, (pavement delineation includes lane lines, stop bars, legends, symbols, crosswalks and school crosswalks; either pavement markers or painted lane lines, or both, parking lot legends, stall striping, and any other delineation), such pavement delineation must be replaced at the Contractor's expense by either permanent or temporary delineation, as required, before opening the traveled way to public traffic. Reflective traffic line tape or tabs must be applied in accordance with the manufacturer's instructions. Temporary delineation must be the same color as the permanent delineation. Tape or tabs can only be used for temporary lane lines, or they can be painted at the Contractor's option, prior to the opening of traffic lanes.
- B. A minimum of 3-working days prior to the planned date for placing painted temporary or permanent striping and marking, Contractor must request the Engineer approve the "cat-tracking."

**902-06 Measurement and Payment**

Unless otherwise indicated, all work for traffic control including the work identified in this section must be included and incidental to the respective item of work. The work must include full compensation for furnishing all labor including flagging costs, materials (including signs, barricades, delineators, CMS, and other warning devices), tools, equipment, and incidentals, for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the Traffic Control System, postings, notifications, street closures, temporary pavement delineation, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

**902-07 Submittals**

- Traffic Control Plans

**END OF SECTION 902**

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

### **903-1 General**

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



**WPCP is approved.** Contractor shall update the WPCP as necessary during the work to prevent contamination of the stormwater collection system.

G. Before start of work, Contractor shall train all employees and subcontractors on the WPCP and related WPCD.

H. Suggested BMPs can be obtained from the following sources:

1. Central Coastal Regional Water Quality Control Board Phase II Municipal Separate Storm Sewer System Program /Order 2013-0001 at Central Coast Regional Water Quality Control Board web site at: <https://www.waterboards.ca.gov/centralcoast/> and

<https://countyofsb.org/pwd/sbpcw/water-quality/storm-water-management.sbc>

2. California Stormwater BMP Handbooks for Construction or Municipal Activities - [www.cabmphandbooks.com](http://www.cabmphandbooks.com)

- 3-. Caltrans' Stormwater Quality Handbooks -

<http://www.dot.ca.gov/hq/construc/stormwater/stormwater1.htm>

## **903-2 CONSTRUCTION**

A. The Contractor shall keep a copy of the WPCP on the job site. The Contractor shall provide continuously at the jobsite all of the tools, equipment, and materials necessary to implement the WPCP at all times from project initiation through completion, including any punchlist or warranty work on the project. At a minimum the following requirements should be met as applicable, to the maximum extent practicable, at construction sites regardless of size:

B. Storm Drain System Protection – At the first order of work, the Contractor shall protect the existing storm drain system from entrance of construction debris and pollutants. Such protection shall include implementing the BMPs as outlined in the WPCP. Protection shall prohibit the discharge of untreated runoff from temporary or permanent street maintenance/landscape maintenance material and waste storage areas from entering the storm drain system. Sediment that is generated on the project site shall be retained using structural drainage controls. In addition, the protection system shall have a minimum of three features: 1) a particulate filter of geosynthetic material securely fastened in place such that it cannot be bypassed without significant physical damage; 2) a pre-filter for the particulate filter; and 3) on-hand

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materials to close off the inlet or opening in the case of a significant pollution spill. Contractor shall monitor and maintain all storm drain inlet protection devices during rain events to prevent flooding.

- C. Material Management & Storage – No construction-related materials, wastes, spills or residues shall be discharged from the project site to streets, drainage facilities or adjacent properties by wind or runoff. All materials and/or equipment storage areas where liquid construction materials are placed shall be protected by a physical barrier capable of containing the entire volume of stored liquid materials. During active construction activities, portions of the barrier may be removed for access. However, the barrier materials must be readily accessible for replacement by onsite construction personnel. The barrier must be in place at all times during the absence of Contractor personnel at the storage site. Building materials should be placed on pallets and covered in event of rain. Do not store materials in the street or gutter area.
- D. Equipment & Vehicle Maintenance – Non-stormwater runoff from equipment and vehicle washing and any other activity shall be contained at the project site and shall not be allowed to discharge from the project site to streets, drainage facilities or adjacent properties by wind or runoff. The Contractor shall inspect vehicles and equipment on each day of use. Leaks shall be repaired off-site if possible. If necessary to repair on site, the runoff must be contained or the problem vehicle or equipment shall be removed from the project site until repaired. If necessary, drip pans should be placed under the vehicles or equipment while not in use to catch and/or contain drips and leaks.
- E. Soil Erosion Control – Erosion from slopes and channels will be significantly reduced by implementing BMPs, including but not limited to, minimizing grading activities during the wet season, inspecting graded areas during rain events, planting and maintaining vegetation on slopes, and covering slopes susceptible to erosion.
- F. Spill Prevention & Cleanup Plan - Contractor shall have a spill prevention plan and spill cleanup materials readily available and addressed in the WPCP. Spills shall be cleaned up immediately using dry methods if possible. Spill cleanup material shall be properly disposed of. Refer to SC-11 Spill Prevention BMP from the California Stormwater BMP Handbook for Municipal Activities. Contractor shall keep a record of any spills in the inspection log. In addition, at the end of the project, the Contractor must certify that all contaminated materials have been properly disposed in accordance with the WPCP.
- G. Asphalt & Concrete & Related Activities – Contractor shall implement the following BMPs:
  - 1. Restrict paving/repaving activity to exclude periods of rainfall or predicted rainfall unless required by emergency conditions.

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

\*Remember to remove plugs, berms, and sandbags or you may be liable for possible flooding.

5. Wash water that may contain hazardous waste such as oil-saturated absorbents, water with lead or other heavy metals from oxidized paint, and solvent cleaners requires special treatment and must be disposed of through a hazardous waste facility.
- I. **Employee BMP Training** – Contractor shall train employees and subcontractors on BMP implementation, general good housekeeping, and proper spill containment and cleanup. Before start of work, Contractor shall provide City with written documentation of training and keep all documentation in the WPCP.
- J. **Removal of Accumulated Rainwater** – The Contractor shall follow the City of Goleta Guidelines for Removal of Rainwater that has accumulated on the job site.

### **903-3 PAYMENT**

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

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

- C. Payment for the WPCP shall include all the labor, materials, equipment, and incidentals for preparing, maintaining, and updating a WPCP and complying with all provisions including maintenance and updating of BMPs throughout construction, as specified herein.

- D. Fines and penalties from regulatory agencies levied against the City as a result of the Contractor's work, including actions or inactions shall be the responsibility of the Contractor and may be deducted from payments due or to become due the Contractor.

**END OF SECTION 903**

**904– MEASUREMENT AND PAYMENT****904-1 – General**

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

**Bid Item List Abbreviations**

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

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

**904-2 – Payment**

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

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including all costs of compliance with the regulations of public agencies having  
jurisdiction.

**END OF SECTION 904**

**905-01 Clearing and Grubbing / Demolition**

**A. Removal and Disposal of Materials**

1. The Contractor shall perform demolition work in accordance with SSPWC Section 300-1, "Clearing and Grubbing" and these Special Provisions and as noted on the Construction Plans.
2. Existing soil, rock, and vegetation shall be removed and disposed as required to accommodate the construction of the various types of miscellaneous concrete improvements and associated placement of aggregate base or sand bedding.
3. The Contractor shall prune roots per the City Arborist. Tree roots shall not be cut indiscriminately with a root saw. Roots shall be cut by hand using a chain saw when encountered in excavation. Roots found to be growing above the grading plane shall be removed to a depth of six inches below the grading plane. Removal of roots shall be considered as included in the various items of concrete construction and no additional compensation will be allowed therefor. Debris from root removal operations shall become the property of the Contractor and shall be legally disposed of.

**B. Concrete Removal**

1. Concrete shall be defined as all or portions of mortared rubble masonry, brick or stone curbs, gutters and sidewalks; and Portland cement concrete curbs, gutters, sidewalks, gutter depressions, driveways, aprons, slope paving, island paving, barriers, retaining walls, spillways, dams, structures, foundations, footings, and all other Portland cement concrete or masonry construction.
2. Concrete sidewalks, driveways, and curb and gutters shall be removed to the nearest expansion joint, contraction joint, score mark, or as otherwise directed by the Engineer. Contraction joints and score marks are to be saw cut to the depth of the existing concrete. The Contractor shall layout saw cut lines a minimum of two working days prior to saw cutting and shall notify the Engineer to verify proper location.
3. Where portions of existing asphalt concrete surfacing or concrete curb and gutter or sidewalk are to be removed, the outline of the area to be removed shall be cut on a neat line with a power-driven saw to a minimum depth of 0.25 foot before removing the surfacing.



4. Any and all concrete sludge generated during saw cutting shall be removed simultaneously with a suitable wet-dry vacuum and properly disposed of. Failure to sufficiently remove and properly dispose of concrete sludge would be a violation of the City's Water Pollution Control Program, and may result in associated penalties.
5. Street lighting conduit, irrigation lines, and utility services are often located within the areas indicated for sidewalk removal. The Contractor shall work with the utilities and the adjacent property owners to locate and identify all conflicting lines. Any lines, conduits, and services damaged by the Contractor shall be repaired and service restored immediately at the Contractor's expense. All parkway areas not included in the landscape planting areas shall be restored to their original condition including any replanting, re-sodding, backfilling and re-grading.
6. At locations indicated on the plans and at other locations to be determined by the Engineer, the Contractor shall saw cut, remove, and recycle existing concrete, including base course and other hardscape improvements. The contractor shall recycle all demolished concrete to ensure that none of the material will be disposed of at a landfill.
7. Prior to starting work, the Contractor shall submit a plan to be approved by the Engineer that demonstrates that all concrete generated from the project will be recycled. The Contractor shall provide to the Engineer weigh tickets or other evidence that the material to be recycled has been disposed of at a recycling facility.

**C. Asphalt Concrete Removal**

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

**D. Unclassified Excavation**

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

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

**A. Subgrade Preparation**

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

**B. Payment**

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

**905-03 Utility Adjustments and Modifications**

**A. General**

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

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utility representative. Coordination may require that certain areas of construction are 'blocked out' and completed at a later date.

**B. Adjust Frames and Covers**

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

**C. Payment**

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

**905-04 Removal of Existing Striping and Pavement Markings**

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

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or sand-blasting material and the surface being treated. Such removal shall be by a vacuum attachment operating concurrently with the grinding or sand-blasting operation. After the removal of existing traffic striping and pavement markings on asphalt concrete pavement, a fog seal coat shall be applied to the surface of grinding or sandblasting areas in accordance with the provisions in Section 37, "Bituminous Seals", of the State Standard Specifications. Disposal of materials shall be removed in a legal manner.

6. Remove any conflicting existing striping or markings in accordance with Section 310-5.6 of the SSPWC, as shown on the Plans, as directed by the City Engineer, and according to the following regulations:
  - i. Prior to the removal of any existing traffic markings and lines the Contractor shall determine by the appropriate laboratory analysis<sup>1</sup> if the paint for thermoplastic residue contains lead. Lead is a common constituent in many traffic paints and thermoplastic; when lead is present the Contractor will be subject to a lead compliance plan (CCR Title 8, §1532.1<sup>2</sup>) prepared and signed by a Certified Industrial Hygienist. Depending on the lead concentration, the paint and/or thermoplastic residue may be hazardous waste and require special handling and disposal. The Contractor shall submit analytical test results of the residue from removal of yellow thermoplastic and yellow painted traffic stripe and pavement marking, including chain of custody documentation, for review and acceptance by the City.
  - ii. The Contractor shall provide the appropriate equipment to completely remove all existing traffic striping or markings that may be confusing to the public. This equipment shall meet all requirements of the air pollution control district having jurisdiction and the lead compliance plan, if applicable. All residual material shall be removed from the pavement without delay as the removal operation progresses. Removal of striping by alternative methods may be permitted when in compliance with the lead compliance plan (if applicable) and approved by the Engineer.
  - iii. Existing markings and striping which are to be abandoned or obliterated shall be removed by appropriate methods. If lead is not present wet sandblasting shall be used. Alternate methods of paint removal are required to be in compliance with the lead compliance plan (if applicable) and receive prior approval of the Engineer. Obliteration of traffic striping with black paint or light emulsion oil shall be done only with the prior approval of the Engineer.

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

<sup>2</sup> [http://www.dir.ca.gov/Title8/1532\\_1.html](http://www.dir.ca.gov/Title8/1532_1.html)

## **905-05 Payment**

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

#### **905-06 Submittals**

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

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

**END OF SECTION 905**

**906 – AGGREGATE BASE**

**906-01 General**

- A. Attention is directed to Section 200 “Crushed Aggregate Base” of the Standard Specifications, Section 26 “Aggregate Bases” of the Caltrans Standard Specifications, and these Special Provisions. Add the following:
- B. Aggregate base shall be Class 2 and shall conform to the provisions in Section 26, "Aggregate Bases", of the Caltrans Standard Specifications and these Special Provisions. The coarse aggregate (material retained on the No. 4 sieve) shall consist of material of which at least 25% by weight shall be crushed particles as determined by California Test 205.

**906-02 Measurement and Payment**

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

**END OF SECTION 906**

**907 – CONCRETE CONSTRUCTION****907-01 General**

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

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utility company relocations. If a utility conflict exists, the Contractor shall notify the utility company Owners Representative a minimum of 10 working days prior to any utility relocation required during construction. The Contractor shall coordinate utility relocations Owners to ensure that there will not be conflicts with proposed construction. The Contractor shall cooperate with the Owners of utilities so that removal and adjustment operations may progress in a timely, responsible, and reasonable manner, duplication of adjustment work may be reduced to a minimum, and services rendered by those parties will not be unnecessarily interrupted.

#### **907-02 Curb & Gutter and Sidewalk**

- A. Sawcut and remove existing curb & gutter to nearest existing joint and dispose of at recycle facility.
- B. Compact subgrade to minimum 90% relative compaction.
- C. Aggregate base under sidewalks, curbs and gutters shall meet the requirements of Section 906 "Aggregate Base" of these Special Provisions. Place and compact minimum 6" aggregate base to minimum of 95% relative compaction under limits of sidewalk, curb and gutter.
- D. Concrete sidewalks, curbs and gutters shall be constructed of Class 520-C-2500 concrete.
- E. Curb and gutter shall be constructed to match existing curb and gutter and in accordance with the City of Goleta Standards.
- F. Concrete sidewalks shall be constructed in accordance with the County of Santa Barbara Standard Plans and the Standard Plans for Public Works Construction. A copy of these Standard Plans are attached in the Appendix.
- G. City will have tests performed to ensure that the work meets specified requirements. The tests will be performed at no cost to the Contractor except when tests do not meet specified requirements the testing costs shall be paid in accordance with Contract Documents.

#### **907-03 Driveways**

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



- B. Sawcut and remove existing concrete to limit shown and as directed by the Engineer.
- C. Aggregate base under driveways shall meet the requirements of Section 906 "Aggregate Base" of these Special Provisions. Place and compact minimum 6" aggregate base to minimum of 95% relative compaction under limits of the driveway.
- D. Driveways shall be constructed of Class 560-C-3250 concrete and thickness shall be in accordance with County of Santa Barbara Standard Plans. Residential driveways shall be 6" thick and commercial driveways shall be 8" thick.
- E. Contractor shall confirm grades or driveways at conform points and confirm that all slopes and landings conform to City Standards.
- F. Contractor shall confirm all slopes once the forms are in place and prior to placing concrete. No slope shall exceed the allowable slope called for in the Standard Plans. If after the ramp is poured a slope is measured by smart level to exceed the maximum allowable slope, the ramp shall be removed and reconstructed at the Contractor's expense and at no additional cost to the City.

#### **907-04 Concrete Curb Ramps**

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

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

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

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

#### **907-05 Measurement and Payment**

- A. Payment for “**Construct Curb and Gutter**” shall be at the contract unit price per linear foot listed in the bid schedule. This work shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in construction of curb and gutters, including but not limited to subgrade preparation, placement of 6” thick aggregate base, asphalt concrete removal and replacement as part of the work, portland cement concrete, dowels, reinforcement materials, associated traffic control, and coordination with utility agencies, and all work as may be required by the Contract Documents, as specified herein, and as directed by the Engineer. shall be considered as included in the contract unit price paid per linear foot to remove and replace curb and gutters and no additional compensation will be allowed.
- B. Payment for “**Construct Sidewalk**” shall be at the contract unit price per square foot listed in the bid schedule. This work shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in construction of sidewalks, including but not limited to subgrade preparation, placement of 6” thick aggregate base, portland cement concrete, dowels, reinforcement materials, relocating and resetting signs, associated traffic control, and coordination with utility agencies, and all work as may be required by the Contract Documents, as specified herein, and as directed by the Engineer.
- C. Payment for “**Construct Curb Ramp**” shall be at the contract unit price per each listed in the bid schedule. This work shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in constructing curb ramps, including but not limited to subgrade preparation, placement of 6” thick aggregate base, asphalt concrete removal and curb ramp construction work, portland cement concrete removal and replacement including curb, gutter, and sidewalk , detectable warning surface and truncated domes, retaining curbs, dowels, reinforcement materials, relocating and resetting signs, associated traffic control, and coordination with utility agencies, and all work as may be required by the Contract Documents, as specified herein, and as directed by the Engineer. The cost to construct curb ramps shall include associated curb and gutters and adjacent sidewalk and driveway areas reconstructed to match grade with, or damaged by

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reconstruction of, new access ramps shall be considered as included in the contract unit price paid per each access ramp and no additional compensation will be allowed.

- D. Payment for **“Construct Driveway”** shall be at the contract unit price per each listed in the bid schedule. This work shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in constructing driveways, including but not limited to subgrade preparation, placement of 6” thick aggregate base, asphalt concrete removal and curb ramp construction work, portland cement concrete removal and replacement including curb, gutter, and sidewalk retaining curbs, dowels, reinforcement materials, relocating and resetting signs, associated traffic control, and coordination with utility agencies, and all work as may be required by the Contract Documents, as specified herein, and as directed by the Engineer. The cost to construct curb ramps shall include associated curb and gutters and adjacent sidewalk and driveway areas reconstructed to match grade with, or damaged by reconstruction of, new driveway shall be considered as included in the contract unit price paid per square foot and no additional compensation will be allowed.

**END OF SECTION 907**

**908 – A.C. PAVEMENT**

**908-01 General**

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

**908-02 Materials**

- A. Asphalt Concrete shall conform to Section 203 of the Standard Specifications for Public Works Construction
- B. Grading for Asphalt Concrete shall be Class C2 Dense Medium.
- C. Binder shall be Performance Grade 64-10 (PG-64-10).
- D. Due to the limited supply of A.C. material in this vicinity, past projects have experienced delay and availability problems with their A.C. deliveries. The Contractor shall prepare a schedule that takes into account material availability, competing larger concurrent projects and forecasted weather conditions that could interfere with the delivery and placement of A.C. pavement. The schedule should illustrate and highlight identified conflicts on the schedule.
- E. Tack coat shall be HPS "No Track Tack" by Paramount Petroleum Corporation or approved equivalent.
- F. The amount of paving asphalt to be mixed with the aggregate shall be 7 percent by weight of the dry aggregate. The exact amount of asphalt to be mixed with the aggregate will be determined by the Engineer.
- G. Lime shall not be added to the asphalt or aggregate.

- H. Prime coat shall be used on the crushed aggregate base per SSPWC Section 302-5.3, "Prime Coat".
- I. Asphalt binder emulsion for use as a binder (tack coat) shall be CSS1h or CQS1h, and shall be applied at the rate of 0.08 gallons per square yard to the entire area designated for pavement. Tack coat shall be applied to all existing pavement surfaces to be overlaid and/or joined and per SSPWC Section 302-5.4, "Tack Coat". Asphalt emulsion shall comply with SSPWC Section 203-3, "Emulsified Asphalt".
- J. All work shall conform to SSPWC Section 302-5, "Asphalt Concrete Pavement". Such work shall include controlling nuisance water, watering, and removing loose and broken asphalt concrete pavement and foreign material as specified or as required by the Engineer.
- K. Pavement subgrade shall be compacted to 95% relative compaction prior to placement of the pavement section.

#### **908-03 Placement and Quality Control**

- A. The pavement surface shall be free from areas of open texture or excess course aggregate. Surfaces that exhibit such open texture shall be removed and replaced.
- B. Prior to A.C. replacement, the ground pavement surface shall be free from dust, dirt, moisture, vegetative matter, other organic matter, and solvents and the entire surface shall be tack coated. The application rate for the tack coat shall be approximately 0.15 gallons per square yard of surface area. The Engineer will determine if an adjustment is required.
- C. Asphalt concrete shall be compacted to a minimum of 95% of maximum density.
- D. The contractor shall undertake the work in such a manner that the replacement pavement matches the crown and cross slope of the adjacent pavement sections. Conform differential shall not exceed 1/8" at any join location.
- E. Contractor shall construct pavement joints (lateral or longitudinal seams) in conformance with Caltrans Standards. Joints shall be tight with no voids or offsets.
- F. The finished surface profile tolerances of the work shall be suitable for public traffic and shall equal or exceed the surface profile tolerance of the adjacent pavement. Deviation from a 10-foot straight edge shall not exceed that of the adjacent pavement surface when the straight edge is placed in the same

direction. The Contractor shall provide and use a 10-foot straight edge to check and correct surface profile irregularities at each work location concurrent with and as an integral part of the spreading and compacting work. The Engineer will make the final determination of the acceptability of surface profile for the finished pavement.

G. No payment shall be made for asphalt concrete required for backfilling over-excavated areas at locations not determined by the Engineer and authorized in advance of A.C. placement, or due to the Contractor's operation and convenience.

H. If the finished surface of the asphalt concrete on the traffic lanes does not meet the specified surface tolerances, it shall be brought within tolerance by either:

1. Micro Milling (with fog seal or Type II road slurry at the Engineer's direction);  
or
2. Removal by cold milling or digout and replacement

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

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

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

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

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

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

- J. The Contractor shall evaluate existing surface drainage patterns, street grade and cross slope and shall place the overlay to match the original surface so that drainage patterns remain unchanged.
- K. The Contractor's work shall be supervised by personnel with no less than 15 years of experience in asphalt concrete repair and overlay. If work is consistently out of tolerance the engineer will require the contractor to replace the foreman and/or workers as required to bring the work into tolerance.

#### **908-04 Measurement and Payment**

Full compensation for materials, work, other features, and conforming to the requirements of this section shall be measured and paid per TON for the various contract items of work involved.

**END OF SECTION 908**

**Part 1 GENERAL**

A. Scope of work

1. The order of precedence for the project specifications shall apply as follows:  
These special provisions govern over the City of Goleta adopted County of Santa Barbara standard details, latest edition, the current versions of the Caltrans standard plans and specifications, as of the project date of going out to bid, and the APWA standard plans and specifications for Southern California (Greenbook), latest edition (published by Building News, Inc., Los Angeles).
2. The Contractor shall contact underground service alert (USA) and identify proposed location of poles prior to placing the order for the traffic signal equipment.
3. The Contractor shall apply for and obtain any permits necessary to complete this project.
4. All applicable fees including inspection fees, and the bond costs, related to the permits shall be considered as included in the contract price paid for the various items of work involved and no additional compensation will be allowed therefore.
5. Unless otherwise approved by the Engineer, where the sidewalk is removed for the installation of conduits, pull boxes, poles or other work, it shall be re-poured within a week. Temporary or alternative access maybe approved by the Engineer only upon proper notification and traffic control to inform pedestrians, bicyclists, and motorists of new the route.
6. No above ground electrical work shall be performed on any system within the project site until all Contractor furnished electrical materials for the individual system have been tested and delivered to the Contractor. Work which uses processes, equipment, or materials which have not been approved is performed at the Contractor's own risk. Work performed utilizing rejected processes, equipment, or materials will be removed, repaired, or redone at the Contractor's expense to the satisfaction of the City.
7. Prior to commencement of the traffic signal functional test at any location, all



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items related to signal and lighting or electrical control shall be completed and roadside signs and all pavement delineation and pavement markings shall be in place at that location.

8. The Contractor is required to submit a traffic control plan prior to beginning any work. The plan shall include all applicable signs according to the current California Department of Transportation Manual of Uniform Traffic Control Devices (CAMUTCD) standard including any tapers, signs, striping, or delineation. Lane widths less than 11 feet are not allowed without the permission of the City Traffic Engineer.
9. The Contractor shall schedule tie-ins or alterations to, or replacement of existing services to reduce the out-of-service time to a minimum. Electrical shutdown of any traffic signal system (partial or in its entirety) shall require the prior approval of the Engineer. All work shall be done in a manner to minimize any shut down of the traffic signal system.

#### B. Submittals

1. Product Data: Submit certification, test results, source, and sample of each material to be used, in original container.
2. The controller cabinet schematic wiring diagram and intersection sketch shall be combined into one drawing, so that, when the cabinet door is fully open, the drawing is oriented with the intersection.
3. Before shipping pull boxes to the jobsite, submit a list of materials, Contract Number, pull box manufacturer, manufacturer's instructions for pull box installation, and your contact information to the Developer.
4. Reports for pull box from an NRTL-accredited lab.
5. Two Copies of each maintenance manual shall be furnished for all controller units, auxiliary equipment, and vehicle detector sensor units, control units, and amplifiers. The maintenance manual and operation manual may be combined into one manual. The maintenance manual or combined maintenance and operation manual shall be submitted at the time the controllers are delivered for testing or, if ordered by the City's Representative, prior to purchase. The maintenance manual shall include, but need not be limited to, the following items:
  - Specifications
  - Design characteristics
  - General operation theory

- Function of all controls
- Trouble shooting procedure (diagnostic routine)
- Block circuit diagram
- Geographical layout of components
- Schematic diagrams
- List of replaceable component parts with stock numbers

### C. Quality Assurance

1. Standards:
  - a. Comply with State of California Department of Transportation “Standard Specifications and Plans” Division X – Electrical Work, as most recently revised.
2. Testing:
  - a. The Contractor shall obtain and furnish to the City’s Representative, Certificates of Compliance for all Contractor-furnished electrical and traffic signal equipment and materials used in the work, prior to installation.
  - b. The traffic signal shall not be placed in flashing mode, with signal faces uncovered, prior to the completion of all field testing.
  - c. The Contractor’s attention is directed to the provisions of 87-1.01D(2) “Quality Control” of the Standard Specifications. Continuity, ground and insulation resistance tests shall be performed before field wires are connected to the terminal blocks in the controller cabinet, before signal lamps are installed, and after field wires are connected to all field equipment locations.
  - d. Each conduit run and each standard shall be tested for ground continuity. Ground continuity tests shall not be made until insulation resistance tests have been satisfactorily completed. Each ground continuity test shall be made by connecting the standard or furthest extremity of conduit run (or grounding conductor in non-metallic conduits) to an isolated conductor which has previously been successfully tested for continuity. The maximum resistance observed on approved volt-ohmmeter on each ground continuity test shall be 5 ohms.
  - e. In addition to the tests specified above, a Phase Load Test conforming to the following shall be performed:

Prior to commencing the phase load test, the pedestrian push button common conductors shall be disconnected from their field terminals in the controller cabinet. Each branch vehicular or pedestrian signal conductor and luminaire conductor terminating in the controller cabinet or service pedestal shall have operating voltage applied after all lamps have been installed. Not less than 4 observers shall verify simultaneously that all intended lamps (and only those lamps) function during such test. The current load drawn by the circuit during the test shall not exceed that calculated for the circuit involved by more than 10 percent, as measured by clamp-on ammeter, as approved by the City's Representative. After successfully completing the above test, the pedestrian push button common conductor shall be reconnected to the designated field terminal in the controller cabinet and shall conduct not more than 0.1 ampere during a full cycle of all signal phases.

- f. The Contractor shall pay all costs associated with arranging tests and obtaining certificates of compliance. Said costs shall be considered as included in the contract lump sum price paid for traffic signals and lighting, and no separate payment will be made therefor.
- g. In addition to the specified tests, a Phase Load Test conforming to the following procedure shall be performed:

Each branch vehicular or pedestrian signal conductor and luminaire conductor terminating in the controller cabinet shall have operating voltage applied after all lamps have been installed. Not less than 4 observers shall verify simultaneously that all intended lamps (and only those lamps) function during such test. The current load drawn by the circuit during the test shall not exceed that calculated for the circuit involved by more than 10 percent, as measured by a clamp-on type ammeter as approved by the City's Representative. During the phase load test, the current load carried by the PPB common circuit shall not exceed 0.05 ampere, measured by a clamp-on ammeter as approved by the City's Representative. The phase load test shall be observed by City's traffic signal maintenance personnel.

D. Functional Testing:

- 1. Functional testing shall conform to the provisions in Section 87-101D(2), "Quality Control", of the Caltrans Specifications and these Special Provisions.
- 2. The functional test for each lighting system shall consist of not less than 7 days. If unsatisfactory performance of the system develops,

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the conditions shall be corrected and the test shall be repeated until  
the 14 days of continuous, satisfactory operation is obtained.

3. The pull box and cover must be tested under ANSI/SCTE 77, "Specification for Underground Enclosure Integrity", for Tier 22 load rating and must be gray or brown.

## **PART 2 – PRODUCTS**

### **A. Materials**

1. All materials required to complete the contract work and to provide a fully functional traffic signal system shall be furnished by the Contractor.

### **B. Foundations**

2. Reinforced cast-in-drilled-hole concrete pile foundations for traffic signal and lighting standards shall conform to the provisions in Section 49-3.02 "Cast-In-Drilled-Hole Concrete Piling" of the Standard Specifications
3. Portland cement concrete for foundations shall conform to Section 90-2, "Minor Concrete", of the Caltrans Specifications and shall contain not less than 470 pounds of cement per cubic yard, except concrete for reinforced pile foundations and spread footings (if required) shall contain not less than 564 pounds of cement per cubic yard.
4. Where traffic signal standards are removed, existing foundations shall be removed completely. When a foundation is removed, the excavated portion shall be filled with 1 sack sand slurry.
5. Where equipment is to be located at the right-of-way line, the edge of the foundation shall be coincident with the right-of-way line, and no part of foundation shall be located outside the right-of-way.
6. Wherever existing concrete sidewalk (that is not designated for demolition) must be removed for foundation or conduit installation, sawcuts shall be made on existing weakened plane joints or in a manner approved by the City's Representative. In no case shall concrete sidewalk be saw cut and removed so that less than one

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square remains. In areas where new standards are designated to be constructed, existing pavement shall be saw cut and removed, the foundations and standards installed to grade and temporary pavement placed and maintained until permanent facilities are constructed.

7. The center points of foundations shall be staked according to the dimensions shown on the plans. The exact location of all foundations for signal and lighting equipment shall be approved by City's Representative prior to the start of any excavation work.

### **PART 3 – Equipment**

#### **A. Service Pedestal**

1. Hinges shall be aluminum or stainless steel with a stainless steel hinge pin. The hinges shall be bolted to the enclosure. The hinge pins and bolts shall not be accessible when the door and/or hood are closed.
2. The door, hood, meter reading cover door, photo cell window, and line access cover panel shall have the entire inside perimeter of the door, hood, panel, etc., lined with a neoprene gasket. All neoprene gaskets shall be permanently bonded to the aluminum.
3. All bolts, washers, nuts, screws, hinge pins, and door latch assembly parts used to fabricate the service enclosure shall be (Type III-BF anodized aluminum). The enclosure shall be rain-tight and dust-tight (3R).
4. All traffic control equipment to be furnished shall be currently listed on the Department of Transportation qualified products list.
5. The Contractor shall construct a foundation for each service equipment enclosure as shown on Standard Plan ES-2E and shall install the service equipment enclosure on the foundations.
6. When mounted to the foundation, there shall be no gap greater than 0.0625-inch between the enclosure and the foundation. After installation the joint between the foundation and the base of the enclosure shall be sealed with a sealant approved by the City's Representative.

7. The Contractor shall furnish and install conduit and shall arrange for the installation of conductors by the serving utility between the service point and the service equipment enclosure. The Contractor shall arrange with the serving utility for connection of the service conductors and meter and shall pay all costs and fees required by the utility. Except for power for the Contractor's operation, energy costs for operation of public facilities, including traffic signals and roadway lighting, will be paid for by the City of Goleta.
8. Each service shall be provided with the following breakers:
  - a. 100A, 3P, 240V, Main
  - b. 50A, 1P, 120V, Signal
  - c. 30A, 2P, 240V, Street Lighting

B. Controller Assemblies

1. Model 2070E controller assembly shall be furnished and installed by the Contractor. Cabinet auxiliary equipment shall provide for the full operation of the video equipment.
2. The Contractor shall arrange to have a signal technician, qualified to work on the controller unit and employed by the controller unit manufacturer, or the manufacturer's representative, present at the time the equipment is turned on. Said qualified signal technician shall also be qualified regarding the operation of the control software. Said representative will be required to make all controller entries, as determined and required by the City's Representative, prior to turn-on of the signal controller.
3. The Contractor shall be responsible for the proper clipping of diodes to provide for monitor protection of signal phasing.
4. Full documentation of the operating software shall be included in the Maintenance and Operations Manual to be furnished as specified elsewhere in these special provisions.
5. The Contractor shall connect field conductors to terminals in the cabinet to provide the phasing shown on the plans.
6. Timing of controller functions and timing design will be the responsibility of the City of Goleta.

7. The Contractor shall notify the City Representative in writing at least 7 calendar days in advance of the date on which he desires turn-on of the controller assembly.

C. Controller Cabinets

1. The Contractor shall furnish and install a fully operating traffic signal system in accordance with the Plans and Specifications. The 332L cabinets shall conform to the provisions in Section 86-1.03Q(3), "Controller Cabinets," of the Standard Specifications and these special provisions.
2. Cabinets shall be 332L with side mount BBS cabinet and shall include, at a minimum, the following listed equipment. The equipment shall conform to the requirements of the Transportation Electrical Equipment Specifications (TEES) dated March 12, 2009, all subsequent addendums issued and these special provisions.
  - a. 2070E Controller Assembly.
  - b. 412F Prom Module programmed with the 2033 program.
  - c. Ground Fault Interrupter Type convenience receptacles
  - d. Dual 100 cfm fans with thermostatic control
  - e. Fluorescent Lamp Kit (2 lights, 2 switches)
  - f. Hecso HE surge protector or approval equal
  - g. Model 2010ECL Conflict Monitor
  - h. Model 400 Internal Modem
  - i. Model 200 I/O SS-87 Load Switches
  - j. Model 204 Flashers
  - k. Model 430 Flash Transfer Relay
  - l. Model 242L Isolator
  - m. Red Monitor Kit
  - n. A15481LS and A15481RS locks, by Corbin with #2 key or approved equal.
  - o. Sliding pullout shelf/drawer under the controller unit.
  - p. Front and rear cabinet lights.
3. The Model 2070E controller and controller cabinet shall form a complete functional controller system capable of providing the traffic signal operation as specified in these special provisions, and as shown on the plans.
4. The City Representative shall be notified when the 332L cabinet is ready for the functional test. The model 332L controller cabinet with the Auxiliary equipment and video equipment shall be delivered to the City of Goleta for testing no less than 30 days prior to installation.

The functional test will be conducted by City forces or private contractor.

5. The Contractor shall construct the controller cabinet foundation (including furnishing and installing anchor bolts), shall install the controller cabinet on said foundations, and shall make all field wiring connection to the terminal blocks in the controller cabinet.

D. Vehicle Signal Faces and Signal Heads

1. All signal heads, mounting frameworks, and light sources shall comply with Section 86-1.02R(4) and 87-1.03R(2), "Signal Faces," of the Standard Specifications and these special provisions.
2. All signal sections shall conform to Section 86-1.02R(4)(a) "Signal Sections" of the Standard Specifications. All vehicle signal heads shall be 12".
3. All signal faces, sections, heads, back plates, visors and fittings shall conform to ITE publication ST-017B-E. Vehicle Traffic Control Signal Heads (VTC SH) shall be 12-inch and shall have tunnel visors.
4. All screws, bolts, washers, nuts, door hinge pins, door latching assemblies, etc., inside and outside of the all signal heads shall be (Type 316 stainless steel).
5. Bronze terminal block compartment shall be powder coated black. All signal housing and framework shall be powder coated black.
6. Each vehicle signal head shall be equipped with black tunnel visors and a powder coated black, 5" aluminum louvered backplate. All signal heads shall be sealed with a flat metal washer and neoprene gasket installed on the lock nipple inside the top signal section in contact with the serrated elbow fitting of the mounting assembly. Each backplate shall be fastened to the signal head with a stainless steel screw or bolt in each mounting hole provided in the signal head.

E. Light Emitting Diode Signal Module

1. All signal indications installed shall be Dialight, or approved equal, light emitting diode (LED) type per Section 86-4.01D of the State Standard Specifications. The contractor shall furnish all vehicle LED modules. Each red, yellow, and green circular or arrow signal indication shall be illuminated by a Light Emitting Diode (LED) light source conforming to



ITE publication ST-017B-E, or specifications in effect on the date of the bid opening for this work, and shall be listed as approved on the Caltrans Qualified Products list as of that date. The Contractor shall furnish LED light sources for vehicle signal faces. The Contractor shall certify that the LED signal modules comply with the requirements of these specifications. The certificate shall also include a copy of all applicable test reports on the LED signal modules. The Certificate shall be submitted within 14 days after award of the contract, and shall be approved by the City's Representative prior to placement of the order for the equipment

F. Pedestrian Signals

1. All pedestrian signal heads, mounting frameworks and light sources shall comply with Section 86-1.02S and 87-1.03s, "Pedestrian Signal Heads," of the Standard Specifications and these special provisions.
2. All pedestrian signal heads shall be 16-inch Man/Hand Type A with countdown timer.
3. All front screens for pedestrian signal faces shall be the Z-crate Type per the California Department of Transportation Standard Specifications, section 86-1.02S(3)(c). The screens shall be black polycarbonate plastic.
4. The lens door/frame shall be a one-piece screen-door combination made of black polycarbonate plastic, flat or dull black in color.
5. All pedestrian signal housings shall have a round opening in the top and bottom of the housing to receive a 1.5 inch diameter lock nipple.
6. The top and bottom openings of all pedestrian housings shall have serrations capable of being locked at 5-degree intervals to the top and bottom serrated elbow fittings of the mounting assembly.
7. The top opening of all pedestrian signal housings shall be sealed with a flat metal washer and neoprene gasket installed on the lock nipple inside the top portion of the pedestrian signal housing in contact with the serrated elbow fitting of the mounting assembly.
8. All screws, bolts, washers, nuts, door hinge pins, door latching assemblies, etc., inside and outside of the pedestrian signal heads shall be (Type 316 stainless steel).

9. Each Portland Orange and lunar white pedestrian signal indication shall be illuminated by a Light Emitting Diode (LED) light source conforming to the State of California Department of Transportation (Caltrans) specifications in effect on the date of the bid opening for this work, and shall be listed as approved on the Caltrans Qualified Products List as of that date. The Contractor shall furnish LED light sources for pedestrian signal faces.
10. The Contractor shall provide the City's Representative a Certificate of Compliance. The certificate shall certify that the LED signal modules comply with the requirements of these specifications. The certificate shall also include a copy of all applicable test reports on the LED signal modules. The Certificate shall be submitted within 14 days after award of the contract, and shall be approved by the City's Representative prior to placement of the order for the equipment.
11. Each pedestrian's head shall be equipped with a waterproof neoprene-type gasket between the framework and the top of the exterior housing of the pedestrian signal head. Cork gaskets will not be allowed. Each framework connection shall be tightened to prevent entry of water into the signal head.

G. Pedestrian Push Buttons

1. A Push Button Station (PBS) shall include:
  - a. A 9" X 12" instructional sign.
  - b. A push button with a directional tactile arrow for activating the flashing lights.
  - c. An Audible "Locate Tone" and a voice message saying "Yellow Lights are Flashing".
  - d. A Yellow LED above the push button which flashes in sync with the flashing beacon/lighting.
  - e. A weather-proof, 8 Ohms, 6 Watt speaker.
  - f. A noise monitoring microphone for auto volume control
  - g. Bluetooth® Low Energy level 5 radio to provide wireless communication features.
  - h. Modular designed system with "field replaceable speaker".
  - i. Mounting Hardware.
2. The System shall be manufactured by an ISO 9001:2015 registered company.
3. The System shall meet the requirements of Made in America and/or The Buy American Act.
4. The System shall meet the functionality requirements of MUTCD 2009 – 4E.

5. The System shall meet NEMA TS 2 Section 2.1 Temperature & Humidity requirements.
6. The PBS Enclosure shall meet NEMA 250 – Type 4X Enclosure requirements.
7. Push Button Station design requirements:
  - The PBS shall be mounted to a pole by banding or bolting.
  - The PBS shall be a unit that contains a 2” activation area, in which resides an ADA compliant button with a raised directional tactile arrow, and a sign mounted above the button.
  - The PBS Speaker shall be 8 Ohms, 6 Watt, and weather-proof.
  - The button shall be cast aluminum, nickel-plated and powder coated black around the arrow, to provide high contrast to arrow color.
  - The PBS arrow shall allow for change in orientation to one of four directions.
  - The PBS button actuation shall use Hall Effect Sensor technology rated to greater than 20 million operations.
  - The PBS shall have a Yellow LED above the push button which flashes in sync with the flashing beacon/lighting.
  - The PBS button push force shall have three adjustable pressure settings “Light, Medium, and Firm” over a range of approximately .5 LB to 3.5 LBS to activate a button push.
  - The PBS shall have a rear facing speaker projecting sound from front and back, providing 360° omnidirectional sound performance.
  - The PBS firmware and voice messages shall be updatable via Bluetooth. There shall be no requirement for the hardware to be changed out to update messages or firmware
  - The PBS shall meet or exceed NEMA 250 type 4X enclosure requirements.
  - The PBS shall be a modular design with a separate speaker compartment that can be field-replaced.
8. The PBS construction shall be:
  - FRAME and BUTTON COVER: Cast Aluminum, Powder Coated.
  - HOUSING: Reinforced, UL-listed Thermoplastic.
  - MESSAGE SIGN: Aluminum with Reflective Vinyl Sheeting
9. The PBS shall operate using 6 wires: Power, Ground, 2 for LED, 2 for buttons.
10. The PBS shall operate from an externally provided 10-24 VDC input.

11. The PBS shall detect when the RRFB/Light System is flashing using a 10-135 volt AC or DC input.
12. The PBS does not provide a flash control output.
13. The PBS shall monitor the flashing light input for changes and respond accordingly.
14. The PBS shall play the information message according to its configuration when it detects the lights are flashing from its flashing light input.
15. The PBS shall provide a configurable locator tone.
16. The PBS shall provide a configurable information message to indicate when the lights are flashing.
17. FHWA/MUTCD standard message "Yellow Lights are flashing" played twice will be default.
18. The PBS shall use a microphone to automatically adjust the volume of locator and information messages relative to ambient noise.
19. The PBS shall have Bluetooth Low Energy level 5 at a minimum.
20. The PBS shall provide the traffic equipment operator the ability to configure wirelessly through BLE, the following features:
  - Locator tone on/off and frequency (Off, play every 2 seconds, or 3 seconds, or 4 seconds).
  - Information Message number of repetitions; play once, twice, three times, or continuous while flashing. (Factory Default setting is to play message twice).
  - Information Message Language. User can select standard, Spanish, or custom second language.
  - Information Message can be standard "Yellow Lights are Flashing" or custom
  - Locator Tone volume has minimum/maximum and volume over ambient settings.
  - Information Message volume has minimum/maximum and volume over ambient settings.
21. The PBS shall have the ability for firmware configuration using a smart phone, tablet or PC via Bluetooth Low Energy.
22. The PBS shall have the ability for firmware upgrade using a smart phone, tablet or PC via Bluetooth Low Energy.

23. The PBS shall have the ability for loading of sound files in the field using a smart phone, tablet or PC via Bluetooth Low Energy.
24. The PBS shall be able to be configured to send the button press indication and other communication information from one PBS to another through Bluetooth Low Energy, eliminating the need for separate radios to perform this function.
25. The PBS shall keep an internal Health log that can be extracted using a smart phone, tablet or PC.
26. Touchless actuation option when ordered/included in PBS, shall be capable of detecting movement within 1-4 inches to actuate/place ped call via the PBS.
27. The touchless actuation option – detection system shall be inconspicuous and vandal resistant.

H. Standards, Steel Pedestals and Posts

1. Standards, steel pedestals, and posts for traffic signal and lighting standards shall conform to the provisions in Section 86-1.02J and 87-1.03J Standards, Poles, Pedestals, and Posts" of the Standard Specifications, "Steel Structures" of these special provisions, and the following requirements.
2. The Contractor shall drill all appropriate holes in signal standards and posts to accommodate traffic signals, pedestrian signal framework, pedestrian pushbuttons and related framework per State Standard Specifications.
3. Steel bolts not designated on the plans as high-strength (HS) or stainless steel shall be for general applications and shall conform to the requirements in ASTM Designation: A 307.
4. Where the plans refer to the side tenon detail at the end of the signal mast arm, the applicable tip tenon detail may be substituted.
5. The sign mounting hardware shall be installed at the locations shown on the plans.
6. Mast arm mounted street name signs shall be installed on signal mast arms at the locations shown on the plans. The street name signs and mounting hardware shall be in conformance with the provisions in "Materials" of these special provisions. The hanger assembly will be similar to that shown for internally illuminated street name signs. The

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mounting hardware and sign shall be assembled. The assembly shall be attached to the mast arm using a 3/4"x0.020" stainless steel strap in a manner similar to the strap and saddle bracket method shown on the plans. The band shall be wrapped at least twice around the mast arm, tightened, and secured with a stainless strap seal in the same manner shown for strap and saddle bracket sign mounting. Straps, seals, and saddle brackets shall be furnished by the Contractor. The sign panel shall be leveled and hardware securely tightened.

7. Handhole reinforcement rings for standards, steel pedestals, and posts shall be continuous around the handholes.
8. Type 1 standards shall be assembled and set with the handhole on the downstream side of the pole in relation to traffic or as shown on the plans.
9. The maximum elevation of the bottom of any mast-arm mounted signal housing shall not be less than 17 feet nor exceed 19 feet above the elevation of the roadway at centerline. Where the plans refer to the side tenon detail at the end of the signal mast arm, the applicable tip tenon detail may be substituted.
10. Painting of equipment numbers on signal and lighting standards will not be required. The equipment numbers shall be installed using adhesive numbers.

I. Conduit

1. All conduit and connections placed for this project shall be Schedule 40 PVC with bell ends at all exposed terminations.
2. When conduit is placed in a trench (not under sidewalk or pavement), after the bedding material is placed and conduit installed, the trench shall be backfilled with commercial quality concrete containing not less than 421 pounds of cement per cubic yard, to not less than 4 inches above the conduit before additional backfill material is placed.
3. The outline of all areas of pavement to be removed shall be cut to a minimum depth of 3 inches with a concrete saw or with a rock cutting excavator specifically designed for this purpose. Cuts shall be neat and true with no shatter outside the removal area.
4. Where conduits terminate inside a pull box the top of the conduit installed shall be a minimum of 5" and a maximum of 7" below the top of the pull box.

5. After conductors have been installed, the ends of conduits terminating in pull boxes, service enclosures, controller cabinets, and under roadway surfaces shall be sealed with an approved type of sealing compound.
6. At locations where conduit is to be installed under pavement, and in the event that obstructions are encountered, upon approval of the Engineer, small holes may be cut in the pavement to locate and/or remove obstructions. Jacking or drilling pits shall be kept at a minimum of 2 feet clear of the edge of any type of pavement wherever possible.
7. At all locations where conduit is to be installed by jacking or drilling, installation shall be as provided in Section 87-1.03B, "Conduit Installation," of the Standard Specifications.
8. Conduits shall be to a depth of not less than 18 inches below grade under concrete sidewalks and curbed paved median areas, and not less than 30 inches below finished grade in all other areas.
9. All excavated areas in the pavement shall be backfilled, except for the top 0.10-foot, by the end of each work period. The top 0.10 foot of the trench shall be backfilled within 48 hours after trenching.
10. Wherever existing concrete sidewalk must be removed for foundation or conduit installation, saw cuts shall be made on existing weakened plane joints or in a manner approved by the City's Representative. In no case shall concrete sidewalks be saw cut and removed so that less than one square remains.
11. Unless shown otherwise on the plans, existing traffic signal and/or lighting pull boxes within the construction limits shall be removed and disposed offsite. Existing conduits not incorporated into the new electrical system at each location shall be removed or abandoned. Conductors shall be removed from abandoned conduits.
12. The Contractor shall relocate or repair damaged irrigation equipment during the course of trenching for new conduit paths.

13. After conductors have been installed, the ends of conduits terminating in pull boxes, service equipment enclosures, and controller cabinets shall be sealed with an approved type of sealing compound.

J. Luminaires

1. Luminaires on the traffic signal poles shall be LED Roadway Lighting rated for an 100,000 hour design life with 21,000 lumen output, 3000K Color temperature and Type III distribution pattern and shall conform to Section 86-1.01C(3) and 1.02K(2) "LED Luminaires" of the Standard Specifications.

K. Pull Boxes

1. Pull boxes shall be of concrete construction, No. 6 minimum. Adjacent to the controller shall be one, No. 6E. Plastic pull boxes and covers will not be allowed.
2. Signal lighting and interconnect pull boxes shall each be appropriately marked "SIGNAL AND LIGHTING" as shown on Standard Plan ES-8A and Section 86-1.02C "Pull Boxes" of the State Standard Specifications.
3. A minimum of 6" of clean crushed rock with a 1-1/2" PVC drain shall be installed in all pull boxes (new and existing) within the project area. Grout shall also be placed in all pull boxes, as needed.
4. Where the sump of an existing pull box is disturbed by the Contractor's operations, the sump shall be reconstructed.
5. Provide a 2-year manufacturer replacement warranty for pull box and cover from the date of installation of the pull box and cover. All warranty documentation must be submitted before installation.
6. Replacement parts must be provided within 5 business days after receipt of failed pull box, cover, or both at no cost to the Developer
7. The pull box and cover must comply with ANSI/SCTE 77, "Specification for Underground Enclosure Integrity," for tier 22 load rating and must be gray.



8. Each pull box cover must have an electronic marker cast inside.
9. Extension for the pull box must be of the same material as the pull box and attached to the pull box to maintain the minimum combined depths as shown.
10. Include recesses for a hanger if a transformer or other device must be placed in a pull box.
11. The bolts, nuts, and washers must be captive bolt design.
12. The captive bolt design must be capable of withstanding torque range of 55 to 60 ft-lb and a minimum pull out strength of 750 lb. Perform the test with the cover in place and the bolts torqued. The pull box must not be damaged while performing the test to the minimum pull out strength.
13. Stainless steel hardware must have an 18 percent chromium content and an 8 percent nickel content.
14. Galvanize ferrous metal parts under section 75-1-.05.
15. Manufacturer's instructions must provide guidance on:
  - a. Quantity and size of entries that can be made without degrading the strength of the pull box below tier 22 load rating.
  - b. Where side entries cannot be made.
  - c. Acceptable method to be used to create the entry.
16. Tier 22 load rating must be labeled or stenciled by the manufacturer on the inside and outside of the pull box and on the underside of the cover.
17. Do not install pull box in curb ramps or driveways.
18. A pull box for a post or a pole standard must be located within 5 feet of the standard. Place a pull box adjacent to the back of the curb or edge of the shoulder. If this is impractical, place the pull box in a suitable, protected, and accessible location.

19. If only the cover is to be replaced, anchor the cover to the pull box.

L. Conductors and Wiring

1. Splices shall be insulated by "Method B" or by heat-shrink tubing conforming to the requirements of section 87-1.03H "Conductor and Cables Splices," of the Standard Specifications.
2. The Contractor's attention is directed to Section 86-1.02I and 87-1.03I "Connectors and Terminals," of the Standard Specifications.
3. Field conductors terminating on terminal strips in traffic signal controller assemblies shall be provided with non-insulated spade lugs of a type approved by the City's Representative. Spade lugs shall be soldered by the hot iron or pouring method after crimping the lug to the conductor by use of an approved crimping tool. Open flame soldering will not be permitted.
4. The Contractor's attention is directed to the requirement shown on the plans, that Signal Cables be used for signal circuits between the controller assembly and each pole. Splicing of signal cables between the controller assembly and the pole is not permitted.
5. Signal power conductors between the service equipment enclosure and the controller assembly shall not be spliced. The signal neutral power conductor shall run from the service equipment enclosure to the controller assembly without splicing to any other neutral conductor.
6. A non-insulated #8 gauge wire shall be installed throughout the system when using non-metallic type conduit from pole to pull boxes and into the service pedestal ground rod.
7. Six feet of slack shall be provided for each thermal imaging camera cable in the controller assembly, and the camera cables shall extend six feet beyond the tip of the luminaire arm.
8. The minimum insulation thickness, at any point, for Type USE, RHH or RHW wire shall be 39 mils for conductor sizes No. 14 to No. 10, inclusive, and 51 mils for No. 8 to No. 2, inclusive. The minimum insulation thickness, at any point, for Type THW and TW wires shall

9. Signal Interconnect Cable (SIC) shall be the 6-pair type.
10. The Contractor shall notify the City's Representative in writing not less than 5 working days prior to the time work will commence with working in traffic signal controller cabinets. No work shall be performed within operating traffic signal controller cabinets without the express permission of the City's Representative or Inspector.

#### **PART 4 – Execution**

##### **A. Maintaining Existing and Temporary Electrical Systems**

1. Existing and temporary electrical system elements include, but are not limited to traffic signals, street lighting, communication systems and video and loop detection systems.
2. Existing electrical system elements, including detection systems, identified on the plans and located within the project limits shall remain in place, and be protected from damage. If the construction activities require existing facilities to be nonoperational or off line, the Contractor shall provide for temporary or portable replacement facilities. The Contractor shall receive the City's Representative's approval on the type of temporary or portable facilities and installation method. The Contractor shall submit a temporary signal plan to the City for approval prior to commencing work.
3. Before work is performed, the Contractor, and the City's Traffic Operations Electrical representatives shall jointly conduct a pre-construction operational status check of all existing equipment that are not shown on the plans and elements that may not be impacted by the Contractor's activities. The City's Traffic Operations Electrical representatives will certify the equipment's location and status. The status list will include the operational, defined as having full functionality, and the nonoperational components.
4. The Contractor shall obtain written approval from the City's Representative, at least 72 hours before commencing with work that will result in elements of the traffic signal system being nonoperational or offline. The Contractor shall notify the City's Representative at least 72 hours before starting excavation activities.

5. If the construction activities require existing detection systems to be nonoperational and temporary or portable detection operations are not shown on the plans, the Contractor shall provide provisions for temporary or portable detection operations. The Contractor shall receive the City's Representative's approval on the type of detection and installation before installing the temporary or portable detection.
6. If existing electrical facilities shown on the plans or identified during the pre-construction operational status check are damaged or fail due to the Contractor's activity, where the elements are not fully functional, the City's Representative shall be notified immediately. If the Contractor is notified by the City's Representative that existing electrical facilities have been damaged, have failed or are not fully functional due to the Contractor's activity, the damaged facility, excluding Structure-related elements, shall be repaired or replaced, at the Contractor's expense, within 24 hours. For a Structure-related elements, the Contractor shall install make temporary repairs or provide portable equipment within 24 hours. For nonstructure-related elements, the City's Representative may approve temporary repairs or portable equipment for use during the construction activities.
7. The Contractor shall demonstrate that repaired or replaced elements operate in a manner equal to or better than the replaced equipment or as directed by the City's Representative. If the Contractor fails to perform required repairs or replacement work, as determined by the City's Representative, the City may perform the repair or replacement work and the cost will be deducted from monies due to the Contractor.
8. The Contractor shall provide provisions for replacing existing traffic signal system elements within the project limits, including detection systems that were not identified on the plans or during the pre-construction operational status check that became damaged due to Contractor's activities.
9. The Contractor, and the City's Traffic Operations Electrical representatives shall jointly conduct a post construction operational status check of all existing traffic signal system elements. The City's Traffic Operations Electrical representatives will certify the traffic signal elements' status and provide a copy of the certified list of the existing elements within the project limits to the Contractor. The status list will include the operational, defined as having full

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functionality, and the nonoperational components. Elements of the traffic signal system that cease to be functional between pre and post construction status checks shall be repaired at the Contractor's expense and as directed by the City's Representative.

10. The City's Representative will approve, in writing, the schedule for final replacement, the replacement methods and the replacement elements, including element types and installation methods before repair or replacement work is performed. The final elements shall be new and of equal or better quality than the existing elements.

**B. Bonding and Grounding**

1. Bonding and grounding shall conform to the provisions in Section 86-1.02F(2)(c)(ii) "Bonding Jumpers and Equipment Grounding Conductors" of the Standard Specifications and these special provisions.
2. Bonding jumpers in standards with handholes and traffic pull box lid covers shall be attached by a UL listed lug using 3/16-inch diameter or larger brass or bronze bolts and shall run to the conduit or bonding wire in the adjacent pull box. The grounding jumper shall be visible after the standard has been installed and the mortar pad and cap have been placed on the foundation.
3. Standards without handholes shall have bonding accomplished by jumpers attached to UL listed ground clamps on each anchor bolt.
4. Equipment bonding and grounding conductors are required in conduits, except when the conduits contain combinations of loop lead-in cable, fiber optic cable, or signal interconnect cable. A No. 6 minimum, bare copper wire shall run continuously in circuits. The bonding wire size shall be increased to match the circuit breaker size in conformance with the Code, or shall be as shown on the plans. Conduits to be installed for future conductors, may omit the copper wire.

**Part 5 -Traffic Signal Battery Back-Up System**

**A. General**

1. The Contractor shall furnish and install a BBS for the signal controller assembly. The BBS shall conform to specifications issued by the

State of California Department of Transportation, and shall have been listed on the Caltrans Qualified Products List for such devices at the time this contract is awarded. The BBS shall consist of an automatic load-transfer device, inverter unit and sufficient AGM batteries to provide for a minimum 2-hour period of full signal operation upon failure of commercial power. Batteries shall be housed in an external vented, lockable aluminum enclosure attached to the left side of the controller cabinet. The system shall include a UBD-101 shut off device.

2. The BBS cabinet shall be equipped with a manual by-pass switch so that field replacement can be on a "hot-swap" basis. Conductors supplying commercial power to the BBS shall be No 6 AWG stranded. A pliable seal shall be placed between each controller cabinet and the BBS cabinet to prevent water, dust and dirt from entering the cabinet. The cabinet shall be equipped with a 30 AMP generator plug.
3. The Contractor shall attach the external cabinet, install the temperature probe, assemble and install the BBS in the controller external cabinet, install the batteries, connect the battery wiring harness, and make wiring connections.

#### B. Materials

1. The battery back-up system (BBS) shall be designed for Type 2070E traffic signal systems using LED traffic signal indications. The BBS shall be designed for outdoor applications, in accordance with Cal-Trans Transportation Electrical Equipment Specifications (TEES), dated March 2009, (Chapter 1, section 8) requirements and all subsequent addenda. The BBS shall provide reliable emergency power to a traffic signal system (Vehicle and Pedestrian Traffic) in the event of a power failure or interruption.
2. The batteries shall be contained in a separate cabinet to be mounted on the side of the controller cabinet. The switches, relays and inverter are installed in the Battery Backup System controller cabinet.
3. The BBS shall be capable of providing power for full operation for a "LED-only" intersection (all colors red, yellow, green and pedestrian heads), and/or a flashing mode operation.
4. The BBS shall provide a minimum two (2) hours of full run-time operation (minimum 700W/1000VA active output capacity, with 80%

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minimum inverter efficiency) for an "LED-only" intersection. Whenever the batteries approach approximately 40% of remaining useful capacity, the BBS shall cause the intersection to revert to a flashing mode operation.

5. All necessary equipment (cabinet, inverter, switches, relays, batteries, battery cable harness, etc.) shall be included in the bid price of the BBS.
6. The batteries shall be contained in a cabinet equipped with a thermostatically controlled fan and terminal block for wire connections to fan unit.
7. The batteries shall be 79AH3000, Gel Cell, Group 24 type. After installation, the battery posts, cable connectors, and exposed cable wire shall be covered with a generous coating of an approved liquefied anti-corrosion sealant.
8. All wiring provided between the combined Manual Bypass Switch/30A Automatic Transfer Relay and cabinet terminal service block shall be #10 AWG. Relay contact wiring provided for the "Low Batt-Relay B" (NO / C) terminals shall be #18 AWG.
9. The manufacturer shall include two (2) sets of equipment lists, operation and maintenance manuals, and schematic and wiring diagrams of the BBS, and the battery data sheets. The manual shall conform to TEES March, 2009, Chapter 1 Section 1.2.4.

#### C. Warranty

1. The manufacturer shall provide a two (2) year factory-repair warranty for parts and labor on the BBS from date of acceptance by the city. The batteries shall be warranted for full replacement for two (2) years from date of purchase. The warranty shall be included in the total bid price of the BBS.

#### D. Inspection and Testing

1. Prior to acceptance of the Contract, the Contractor shall perform functional testing of the BBS. A functional test of the BBS shall be performed demonstrating the functionality of each and every part of

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the system as specified. The functional test for each BBS shall include not less than 30 minutes of continuous, satisfactory traffic signal operation powered by the BBS set in a manner to simulate an electrical outage. The AC input voltage shall not be allowed to furnish current to charge the batteries during this testing operation. At the conclusion of this test, operating parameters of the BBS shall be measured to determine compliance with specifications. If unsatisfactory performance of the BBS occurs, the condition shall be corrected and the test shall be repeated until satisfactory operation is obtained. The Contractor shall be present throughout the entire duration of this test. The Contractor shall remain ready to reestablish normal line voltage in the event of a failure to the system and to take alternate corrective action if needed.

### Measurement and Payment

Measurement and payment for furnishing and installing conduit will be made at the contract price per lineal foot. The price per lineal foot for "Trenching and Conduit Installation" shall include full compensation for furnishing conduit and all labor, materials, tools, equipment, transportation, and incidentals for the trenching, installing (including pull box sweeps), backfilling and compaction in accordance with the Contract Documents.

Measurement and payment for furnishing and installing pull boxes will be made at the contract price per each. The price per each for "Signal Pull Boxes" shall include full compensation for furnishing pull boxes and all labor, materials, tools, equipment, transportation, and incidentals for the installing in accordance with the Contract Documents.

Measurement and payment for furnishing and installing the electrical service will be made at the contract price per each. The price per each for "Type III-BF Service" shall include full compensation for furnishing electrical service cabinet and all labor, materials, tools, equipment, transportation, and incidentals for installation on standard foundation and service point connection coordination in accordance with the Contract Documents.

Measurement and payment for furnishing and constructing the pedestrian hybrid beacon will be made at the contract lump sum price. The lump sum price for "PHB Assembly, Foundation, Cables, Wires, Blank-Out Sign(s), Controller" shall include full compensation for furnishing anchor bolts, steel signal standards, conductors, pedestrian push buttons with associated signs, pedestrian and signal heads and framework, controller cabinet, controller and auxiliary equipment, battery backup cabinet extension, battery backup system and batteries, foundations, and all labor, materials, tools, equipment, transportation, and incidentals for the construction and approved operation of beacon in accordance with the Contract Documents.



## **910 PAVEMENT DELINEATION AND MARKINGS**

### **910-1 GENERAL**

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

### **910-2 MATERIALS**

#### Paint

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

#### Thermoplastic

Thermoplastic shall be in accordance with Section 84 "Markings" of the State Standard Specifications.

#### Methyl Methacrylate Traffic Striping

Green Methyl Methacrylate Traffic Striping used for bike lane conflict areas shall be Category 1 and be listed on the Caltrans Authorized Material List.

#### Pavement Markers

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

#### Traffic Signs

Traffic signs shall be constructed in accordance with Subsection 82 "Signs and Markers" of the State of California Standard Specifications (SSS), the CAMUTCD and these special provisions. Roadside signs shall be furnished and installed at the locations shown on the plans or where directed by the Engineer. Sign panels shall be furnished by the Contractor, and shall conform to the State of California Traffic Sign Specifications. Traffic signs shall meet the minimum size requirements as indicated in the CAMUTCD and shall have High Intensity Prismatic Reflective Sheeting as manufactured by 3M Company, or approved equal. All stop (R1-1) and yield (R1-2) signs shall have VIP (Diamond grade or Type 9)

CROSSWALK AT CALLE REAL / FAIRVIEW CENTER - PEDESTRIAN HYBRID BEACON (PHB) PROJECT NO. 9099 sheeting as manufactured by 3M or approved equal. In addition, all signs that have a fluorescent yellow or fluorescent yellow/green (school zone, pedestrian and bikeway signs) background shall have VIP sheeting.

### **910-3 CONSTRUCTION**

The Contractor shall replace traffic striping, street markings, and curb markings removed or damaged by the work. The Contractor shall be responsible for replacing all reflective pavement markings including blue pavement markers at fire hydrants, except as directed by the Engineer. The Contractor shall install STOP bars and legends at all STOP sign locations throughout the project.

Street pavement striping and markings to be removed by wet sandblasting. All sand shall be removed without delay as the sandblasting operations progress. All sandblasted asphalt pavement shall be sealed with an asphaltic emulsion (SS-1H Emulsified Asphalt). Final striping and pavement marking shall be completed within seven (7) calendar days following resurfacing of that section of roadway.

Traffic signs shall be installed on a 1.75"x1.75" square perforated steel pole (painted green) or approved equal and inserted into a 2"x2"x36" anchor sleeve.

#### **Measurement and Payment**

Measurement and payment for removing the existing pavement markings and striping will be made at the contract lump sum price for "Pavement Marking - Removal" and shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals for removing conflicting traffic striping, markings and reflective markers in accordance with the Contract Documents.

Measurement and payment for constructing 6" white solid traffic stripes will be made at the contract price per lineal foot for "Paint Striping – Detail 27B/39 & Diagonal White Solid" and shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals for painting of traffic stripes, in accordance with the Contract Documents.

Measurement and payment for constructing 6" white dashed traffic stripes will be made at the contract price per lineal foot for "Paint Striping – Detail 39A/40 White Dashed 6"" and shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals for painting of traffic stripes, in accordance with the Contact Documents.

Measurement and payment for constructing 12" solid thermoplastic white stripes will be made at the contract price per lineal foot for "Thermoplastic Striping – Limit Line White Solid 12"" and shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals for painting of cross walks, in accordance with the Contact Documents.

Measurement and payment for constructing 8" solid white striping will be made at the contract price per lineal foot for "Paint Striping – Detail 38 White Solid 8"" and shall include

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full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals for painting of striping, in accordance with the Contact Documents.

Measurement and payment for constructing 24" solid thermoplastic cross walk stripes will be made at the contract price per lineal foot for "Thermoplastic Striping – Continental Crosswalk White 24"" and shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals for painting of cross walks, in accordance with the Contact Documents.

Measurement and payment for constructing 12" yellow two-way left turn lane striping will be made at the contract price per lineal foot for "Paint Striping – Detail 32 Yellow Two Way Left Turn Lanes with Markers" and shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals for painting of striping, in accordance with the Contact Documents.

Measurement and payment for constructing 12" double yellow lane striping with reflective markers will be made at the contract price per lineal foot for "Paint Striping – Detail 22 Double Yellow with Markers" and shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals for painting of striping, in accordance with the Contact Documents.

Measurement and payment for constructing pavement markings will be made at the contract price per square foot for "Paint Pavement Marking" and shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals for painting of markings, in accordance with the Contact Documents.

Measurement and payment for furnishing and applying green methyl methacrylate traffic striping will be made at the contract price per square foot for "Green Methyl Methacrylate Traffic Striping" and shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals for installation of green MMA paint, in accordance with the Contact Documents.