



TO: Mayor and Councilmembers

FROM: Jaime A. Valdez, Neighborhood Services Director

CONTACT: JoAnne Plummer, Parks and Recreation Manager
Teresa Lopes, Senior Project Engineer

SUBJECT: Construction Contracts for the Community Garden (CIP 9084), San Jose Creek Multi-Purpose Path Middle Extent (CIP 9007), and the Jonny D. Wallis Neighborhood Park Splash Pad (CIP 9111) Projects and Associated Professional Services Agreements

RECOMMENDATION:

- A. Authorize the City Manager to execute a construction contract with JJ Fisher Construction, Inc. for CIP Projects 9084 and CIP 9007 Community Garden, San Jose Creek Multi-Purpose Path, and Armitos Park Improvements in an amount not to exceed \$1,931,589.03; and
- B. Authorize the City Manager to approve contingency contract change orders, if necessary, in an amount not to exceed \$289,738.50 for CIP Projects 9084 and CIP 9007 Community Garden, San Jose Creek Multi-Purpose Path, and Armitos Park Improvements; and
- C. Authorize the City Manager to execute a construction contract with JJ Fisher Construction, Inc. for CIP Project 9111 for the Jonny D. Wallis Neighborhood Park Splash Pad and Improvements in an amount not to exceed \$1,600,371; and
- D. Authorize the City Manager to approve contingency contract change orders, if necessary, in an amount not to exceed \$527,556 for CIP Projects for the Jonny D. Wallis Neighborhood Park Splash Pad and Improvements; and
- E. Authorize the City Manager to execute a Professional Services Agreement with Filippin Engineering, Inc. for Construction Management, Inspection, and Materials Testing (CMIT) for the Community Garden, San Jose Creek Multi-Purpose Path, and Armitos Park Improvements and the Jonny D. Wallis Neighborhood Park Splash Pad and Improvements Projects in an amount not to exceed \$291,847, with a termination date of December 31, 2023, and;
- F. Authorize the City Manager to execute a Professional Services Agreement with Rincon Consultants, Inc for Biological and Arborist Services for the Community Garden, San Jose Creek Multi-Purpose Path, and Armitos Park Improvements Project

and the Jonny D. Wallis Neighborhood Park Splash Pad and Improvements Project in an amount not to exceed \$127,500; and

G. Authorize Appropriation of \$922,017 in Park DIF to two different accounts: 221-90-9111-57071 and 221-90-9084-57071.

BACKGROUND:

Community Garden, San Jose Creek Multi-Purpose Path, and Armitos Park Improvements Project (Project A).

In 2015, the City Council adopted the Recreation Needs Assessment, in which one of the recommendations was the design and construction of a community garden in Goleta. Through careful evaluation of existing city-owned properties, it was determined that the ideal location would be the undeveloped portion of the Armitos Park property in Old Town on Armitos Avenue. At that time, the project was added to the City's adopted Capital Improvement Project listing as CIP Project 9084. The San Jose Creek Bike Path – Middle Extent project was also a current CIP Project (CIP No. 9007) which consisted of constructing a section of the San Jose Creek Multipurpose Path extending from Jonny D. Wallis Park to Armitos Ave. Since a portion of this segment of the bike path occupies the same parcel as the proposed community garden and the existing Armitos Park, Public Works and Neighborhood Services staff determined that combining the two projects to be constructed as one joint project would create efficiencies in terms of timing and cost savings.

In 2019, the City of Goleta applied for a State of California Proposition 68 Grant to fund this project. The application process required the development of a conceptual design of the proposed project. To develop the conceptual design, five community meetings were held to define community desires for the garden. The conceptual design was reviewed by representatives from UCSB's Master Gardener Program, Fairview Gardens and community members with a strong interest in the project, all providing recommendations for improvements that were incorporated into the project design. The final conceptual design was then presented to and supported by the Parks and Recreation Commission at their meeting on October 2, 2019. Also, in February of 2019, Public Works staff submitted an application to the Santa Barbara County Association of Governments (SBCAG) to participate in Cycle 4 of the Measure A South Coast Regional Bicycle & Pedestrian (Bike and Ped) program for funding for the construction phase of the San Jose Creek Bike Path Middle Extent Project. On June 2019, the SBCAG Board approved and authorized the execution of a Cooperative Agreement with the City of Goleta to contribute \$181,320 of grant funding for the Project. The City Council approved the Cooperative Agreement with SBCAG on August 20, 2019.

Design work began in 2020 with RRM Design for the Community Garden and other park improvements as well as the incorporation of the multipurpose path design from Dewberry and required mitigations resulting from the filed Mitigated Negative Declaration (MND) and the Streambed Alteration Agreement Application with California Department of Fish and Wildlife (CDFW) in 2019. A Notice of Exemption was filed for the Community Garden and other improvements in September of 2019. The project will require biological and

arborist monitoring during construction, which will be managed by the city's representative and not the contractor.

Jonny D. Wallis Neighborhood Park Splash Pad and Improvements Project (Project B)

On March 30, 2019, the City of Goleta held a grand opening celebration for the long-awaited Jonny D. Wallis Neighborhood Park (JDW Park.) The Phase 1 development of the park included a wide array of amenities including, but not limited to, a skatepark, multipurpose field, playground, picnic areas, basketball court and pickleball court. The original design of the park also included the accommodation of a splash pad, which was not completed at the time of construction due to Goleta Water District (District) imposed water use restrictions associated with the prolonged, multi-year drought.

Shortly after JDW Park opened in April 2019, the District adopted Resolution 2019-07 terminating the Stage Three and Stage Two Water Shortage Emergencies, repealing District Resolutions 2015-03 and Resolution 2014-31 that Declared Stage Three and Stage Two Water Shortage Emergencies, and declaring that a Stage One Water Shortage Emergency continues to exist. This adjustment to the water restrictions allowed the City of Goleta to move forward on the Splash pad design and now construction. While the splash pad was not included in the construction of the park, accommodation for the space, utilities and support structure were planned and constructed as part of the park.

Following the stage 2 and 3 drought restrictions being lifted, at the end of October 2019, the City released a Request for Proposals to hire a professional design firm to design the project and develop the plans, specifications and cost estimates for the splash pad and additional improvements at JDW Park. On February 18, 2020, City Council authorized the City Manager to execute an agreement with RRM Design to prepare the bid documents.

Design work began in early 2020 by RRM Design based on the public input received after several public meetings focused on desired splash pad features. In the fall of 2020, the Parks and Recreation Commission recommended, and the City Council provided staff direction on the design of the splash pad features as well as the mechanical room and chemical storage structure. The final design choice consists of in-ground jets for the features design of the splash pad and a support building that would house all of the mechanical features above ground, including chemical storage for water sanitation.

As the park continues to grow in popularity, and given the experiences of the past four years, additional park user needs have emerged as necessary improvements. Such improvements include additional fencing for the basketball court and pickleball court, shade structures for the picnic shelters near the multipurpose field, security lighting and cameras. These improvements, in addition to the splash pad, are included in this construction project.

City Council has approved a tentative schedule of operations, which will come back to the Council for finalizing during construction. In suitable weather, the splash pad will be operational seven days a week, likely multiple hours a day. The specialized recreation features will be maintained by the Public Works Department, specifically the Parks and Open Space Division. As resources are limited in this division, staff are currently working

to identify a contractor that could provide the daily, weekly, monthly, quarterly, and annual maintenance for the splash pad and the associated equipment.

On November 1st of 2022, the City Council authorized staff to advertise for construction. A Mitigated Negative Declaration (MND) was filed on October 4, 2013, for the development of Jonny D. Wallis Neighborhood Park (Formerly Hollister/Kellogg Park). As the splash pad was part of the original design, there is no need for further environmental documents to be filed. The project will include biological and arborist monitoring during construction, to be managed by the city's representative and not the contractor.

DISCUSSION:

Due to the proximity of the two projects (Project A and Project B) and two construction sites, staff has planned to proceed with construction of the projects simultaneously. The primary reason is to minimize the impacts to the residents in the area. Instead of two to three projects consecutively, there will be one period of inconvenience of construction. By combining the Community Garden and Multi-Purpose Trail in Project A, staff has been able to save costs of mitigation, design and construction. Constructing this project with the Jonny D. Wallis Neighborhood Park Splash Pad and Improvements Project allows for one construction management service and biological/arborist service for all of the projects.

Staff solicited competitive bids for the Project A and Project B on the City's website and PlanetBids on Friday, November 4, 2022.

Community Garden, San Jose Creek Multi-Purpose Path, and Armitos Park Improvements Project (Project A).

Project A bids were opened on Wednesday, December 14, 2022, at 3:00 P.M. A total of three bids were received and all bids exceeded the engineer's estimate of construction costs. A summary of the bids received is listed below.

Contractor	City	Bid Amount
JJ Fisher Construction, Inc	Nipomo	\$ 1,931,589.03
MD Construction Co., Inc	Santa Maria	\$ 2,354,515.00
Urban Habitat	La Quinta	\$ 3,395,731.83

JJ Fisher Construction, Inc was determined to be the lowest responsible bidder. As such, staff is recommending the City Council authorize the City Manager to execute a construction contract with JJ Fisher Construction, Inc for CIP Projects 9084 and CIP 9007 Community Garden, San Jose Creek Multi-Purpose Path, and Armitos Park Improvements Project in an amount not to exceed \$1,931,589.03, subject to the requirements of the contract documents (Attachment 1).

It is important to note that this project also includes expansion of the playground at Armitos Park to include swings and a few other elements, with the base bid requirement to refurbish the existing playground feature that is only 12 years old. A bid alternate for a larger, replacement playground was included in the project, however, due to high bid costs associated, staff is not recommending that the playground be replaced. The

additional net cost to replace the existing playground, instead of refurbishing it, would be \$245,475. Should staff have the opportunity to secure an affordable option for playground replacement during construction, the item will return to City Council.

The rental cost of the garden plots and how the rental program will be managed is still under review. Staff is currently evaluating the benefits and cost effectiveness of this program with options including management by a non-profit organization, a business and/or the City of Goleta. The maintenance of the facility will be the responsibility of the Parks and Open Space Division in Public Works.

Jonny D. Wallis Neighborhood Park Splash Pad and Improvements Project (Project B)

Staff solicited competitive bids for the Project on the City's website and PlanetBids on Friday, November 4, 2022. Project B bids were opened on Friday, December 9, 2022, at 12:00 P.M. A total of two bids were received and both bids exceeded the engineer's estimate of construction costs. A summary of the bids received is listed below.

Contractor	City	Bid Amount
JJ Fisher Construction, Inc	Nipomo	\$ 1,514,371
C.S. Legacy Construction, Inc	Walnut	\$ 1,865,620

JJ Fisher Construction, Inc was determined to be the lowest responsible bidder. As such, staff is recommending the City Council authorize the City Manager to execute a construction contract with JJ Fisher Construction, Inc. for CIP Project 9011 the Jonny D. Wallis Neighborhood Park Splash Pad and Improvements in an amount not to exceed \$1,600,371, subject to the requirements of the contract documents (Attachment 2).

It is important to note that this project was advertised with brushed concrete as the final surface for the splash pad for the base bid. A bid alternate was requested to provide an option to consider a different surfacing material (an EVA-rubber copolymer tile wet area surfacing system). While this type of surfacing is similar to playground surfacing, it does not have the same height attenuation for falls. The surfacing material proposed is UV resistant, slip resistant, chemical resistance and does have some impact absorption. This bid alternate item provides a physical and aesthetic benefit to the project. The bid for this item by the low bidder was only \$86,000 and staff is recommending that this bid alternate be included in the construction project. The proposed contract award of \$1,600,371 includes the base bid price of \$1,514,371 and the addition of the bid alternate of \$86,000.

The project is anticipated to take 100 working days, and unaffected portions of the park will remain open during construction. The basketball courts will likely be closed through the duration of the project to serve as a materials staging area and will be resurfaced at the conclusion of construction. The park feature closures will primarily be limited to the areas of construction, but there will be occasions throughout the project when other areas or the entire park will be closed for public safety.

Construction Management for Projects A and B

As both projects are anticipating 100 days for construction and both projects will have the same contractor, it was determined to seek one firm to manage construction of both

projects. In late January, staff sought proposals for CMIT from the City's approved pre-qualified consultant list that was established through a Request for Qualifications (RFQ) process and approved by the City Council on January 17, 2023. Two different CMIT proposals were received for the Community Garden, San Jose Creek Multi-Purpose Path and Armitos Park Improvement project and the Jonny D. Wallis Neighborhood Park Splash Pad and Improvements Project. Through a careful evaluation process, it was determined that Filippin Engineering, Inc, with their team, was the most qualified for this project. Therefore, staff is recommending that Council award and authorize the city manager to execute a professional services agreement with Filippin Engineering, Inc in a total not-to-exceed amount of \$291,847 (Attachment 3).

Biological and Arborist Services for Projects A and B

In 2019, Rincon Consultants, Inc. assisted the City of Goleta with an application to CDFW for a Streambed Alteration Agreement. This application included details of impacts and a variety of mitigations associated to the biological resources in and around the San Jose Creek in order to construct the segment of the multi-purpose path that extends from JDW Park to Armitos Avenue and for portions of the Community Garden. In compliance with the Streambed Alteration Agreement Application with CDFW, it is necessary to have significant biological and arborist monitoring during various phases of construction. Due to Rincon's extensive knowledge of this project, demonstration of success on similar projects, and inclusion on the pre-approved consultant list, it was determined that Rincon was the most qualified to provide environmental monitoring and arborist services for these projects. The proposal includes \$108,143 of required tasks for the project, and a listing of optional tasks, of which staff has included four options totaling \$19,357, due to nesting bird season and the project's proximity to the San Jose Creek. Therefore, staff is recommending that the Council award and authorize the City Manager to execute a professional services agreement with Rincon Consultants, Inc in a total not-to-exceed amount of \$127,500 (Attachment 4).

FISCAL IMPACTS:

The total project costs, rounded to the nearest dollar, for the Community Garden and Armitos Park Improvements as well as the segment of the San Jose Creek Multipurpose Path Middle Extent are listed in Table 1.1. The construction funds with the current allocations and request for additional funds are identified below in Table 1.2.

TABLE 1.1

Community Garden	Costs	
Design	\$118,200	
Construction	\$1,434,503	
Subtotal		\$1,552,703
Multipurpose Path		
Environmental/Design	\$205,000*	
Right of Way Acquisition	\$120,000	
Environmental (Streambed Alteration Agreement Application)	\$29,742	
Construction	\$497,086	

Subtotal		\$851,828
Shared Project Expense		
Construction Management, Inspection and Testing	\$145,924	
Environmental Monitoring During Construction	\$ 125,661	
Contingency for both projects	\$289,739	
Subtotal		\$561,324
GRAND TOTAL		\$2,965,855

**Includes portion of the path at JDW Park*

TABLE 1.2

Armitos Park Improvements/Community Garden (CIP 9084) and Multipurpose Bike Path (CIP 9007)				
Fund Type	Account	Approved Allocations	Appropriation Requested	(Total not to exceed amount)
Park DIF	221-90-9084-57071	\$1,522,218	\$381,792	\$1,904,010
Transportation Development Act (TDA)	202-90-9007-57071	\$28,000	0	\$28,000
Measure A Local	205-90-9007-57071	\$160,000	0	\$160,000
Measure A Other (Grant)	206-90-9007-57071	\$168,320	0	\$168,320
Transportation DIF	220-90-9007-57071	\$232,583	0	\$232,583

The total project costs, rounded to the nearest dollar, are listed in Table 2.1 for the JDW Park Splash Pad and Improvements. The construction funds, with the current allocations and request for additional funds are identified below in Table 2.2.

TABLE 2.1

JDW Park Splash Pad and Improvements	Costs	
Design	\$69,160	
Construction (Base Bid)	\$1,514,371	
Construction (Bid Alternate – surfacing)	\$86,000	
Construction Management, Inspection and Testing	\$145,923	
Environmental Monitoring During Construction	\$1,839	
Contingency for Construction	\$277,556	
Contingency for Support Structure	\$250,000	
PROJECT TOTAL		\$2,344,849

On November 1, 2022, City Council authorized staff to enter into an agreement with the Public Restroom Company in an attempt to order the facility in advance to save on materials lead time and costs. To date, staff has not been successful and is looking to request the contractor to add the unit to their contract, which will be processed as a contract change order.

TABLE 2.2

Jonny D Wallis Park Splash Pad and Improvements (CIP 9111)				
Fund Type	Account	Approved Allocations	Appropriation Requested	(Total not to exceed amount)
Park DIF	221-90-9111-57071	\$1,735,464	\$540,225	\$2,275,689

Table 3 below ties the existing construction, CMIT, monitoring, and contingency (non-design) costs of the projects with the existing allocations to arrive at the needed \$922,017 recommended appropriation:

TABLE 3

Component	Non-Design Costs	Existing Allocations	Needed Allocations
Community Garden Only	\$1,434,503	(Reflected in Subtotal)	(Reflected in Subtotal)
Multipurpose Path Only	\$497,086	(Reflected in Subtotal)	(Reflected in Subtotal)
Shared Project Expense	\$561,324	(Reflected in Subtotal)	(Reflected in Subtotal)
<i>SUBTOTAL</i>	<i>\$2,492,913</i>	<i>\$2,111,121</i>	<i>\$381,792</i>
<i>JDW Splash Pad & Improvements</i>	<i>\$2,275,689</i>	<i>\$1,735,464</i>	<i>\$540,225</i>
PROJECT TOTAL	\$4,768,602	\$3,846,585	\$922,017

GOLETA STRATEGIC PLAN:

City-Wide Strategy: Support Community Vitality and Enhanced Recreational Opportunities

Strategic Goal: Support programs that enhance quality of life in the Goleta community such as recreation, public safety, human services, and cultural arts.

City-Wide Strategy: Strengthen Infrastructure

Strategic Goal: Strengthen Citywide infrastructure including roads and traffic circulation, including bicycle lanes, paths, and sidewalks.

Strategic Goal: Encourage use of Alternative Transportation Methods that Reduce Vehicle Miles Traveled.

City-Wide Strategy: Return Old Town to a Vital Center of the City

Strategic Goal: Complete design and construction of the San Jose Creek Bike Path Project (Middle Extent) from Jonny D. Wallis Park to Armitos Avenue.

ALTERNATIVES:

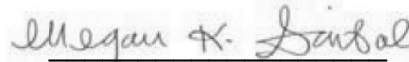
Council may elect to reject all bids not to move forward with the construction of either the Community Garden, San Jose Creek Multi-Purpose Path, and Armitos Park Improvements or the Jonny D. Wallis Neighborhood Park Splash Pad and Improvements Project or direct staff to re-bid both projects. Doing so would delay the construction of both projects and may jeopardize any grant funding associated with the projects.

Reviewed By:



Kristine Schmidt
Assistant City Manager

Legal Review By:



Megan Garibaldi
City Attorney

Approved By:



Robert Nisbet
City Manager

ATTACHMENTS:

1. Construction Contract with JJ Fisher Construction, Inc for Project A
2. Construction Contract with JJ Fisher Construction, Inc for Project B
3. Professional Services Agreement with Filippin Engineering, Inc
4. Professional Services Agreement with Rincon Consultants, Inc

ATTACHMENT 1

Construction Contract with JJ Fisher Construction, Inc for Project A

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

This Public Works Contract (herein referred to as "CONTRACT") is made and entered into by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and JJ Fisher Construction, Inc. (hereinafter referred to as "CONTRACTOR").

SECTION A. RECITALS

1. Pursuant to the Notice Inviting Sealed Bids for the Community Garden, San Jose Creek Multi-Purpose Path, and Armitos Park Improvements Project, bids were received, publicly opened, and declared on the date specified in the notice.
2. On _____, Goleta's City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR and the City Council, approved this CONTRACT and authorized the City Manager to execute the CONTRACT with CONTRACTOR for furnishing labor, equipment and material for the Community Garden, San Jose Creek Multi-Purpose Path, and Armitos Park Improvements Project in the City of Goleta.

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

SECTION B. TERMS

1. **GENERAL SCOPE OF WORK: CITY agrees to engage CONTRACTOR and CONTRACTOR** agrees to furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the Community Garden, San Jose Creek Multi-Purpose Path, and Armitos Park Improvements Project in the City of Goleta. The work shall be performed in accordance with the Plans and Specifications (and as generally described in the "Notice Inviting Sealed Bids," attached as Exhibit A) and in accordance with bid prices set forth in CONTRACTOR'S Bid Proposal (attached as Exhibit B) and in accordance with the instructions of the City Engineer, or City's Manager's designee.
2. **INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY:**
The contract documents for the aforesaid project, a complete set of which is on file with the Goleta City Clerk's Office, shall consist of the Notice Inviting Bids, Instructions to Bidders, Bid Proposal, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with this CONTRACT and all required bonds, insurance certificates, permits, notices and affidavits; and also, including any and all addenda or

supplemental agreements clarifying, amending, or extending the work 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 Indemnitee. However, without affecting the rights of CITY under any provision of this CONTRACT, Contractor shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

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

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

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

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

9. **THIRD PARTY CLAIMS:** In accordance with Public Contracts Code Section 9201, CITY will promptly inform CONTRACTOR regarding third-party claims against CONTRACTOR, but in no event later than ten (10) business days after CITY receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of this CONTRACT. As more specifically detailed in the contract documents, CONTRACTOR agrees to indemnify and defend the City against any third-party claim.
10. **WORKERS COMPENSATION:** In accordance with California Labor Code Sections 1860 and 3700, CONTRACTOR and each of its subcontractors will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
11. **INSURANCE:** With respect to performance of work under this CONTRACT, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications.

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

CONTRACT will continue in full force and effect provided that it does not frustrate the mutual intent of the parties herein.

- 18. WHOLE AGREEMENT:** This CONTRACT supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract shall not be valid or binding. Any modifications of this contract will be effective only if signed by the party to be charged.
- 19. AUTHORITY:** CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this CONTRACT represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein. Each party warrants that the individuals who have signed this CONTRACT have the legal power, right, and authority to make this CONTRACT and to bind each respective party. This CONTRACT may be modified by written amendment. CITY's City Manager may execute any such amendment on CITY's behalf.
- 20. NOTICES:** All notices permitted or required under this CONTRACT shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this CONTRACT. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

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

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

CONTRACTOR

JJ FISHER CONSTRUCTION, INC.
PO Box 2219
Nipomo, CA 93444
Attn: Jayson J Fisher, CEO

- 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 _____ day of _____, at Goleta, California, and effective as of _____, 20____.

CITY OF GOLETA:

Robert Nisbet, City Manager

ATTEST:

Deborah Lopez, City Clerk

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:

A19F8F896161498...

Winnie Cai, Assistant City Attorney

CONTRACTOR:

Jayson J Fisher, CEO

State of California License No.

939644 A, C-8

Department of Industrial Relations Registration
No.

1000003980

Business Phone No.

805-723-5220

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

Jayson J. Fisher, CEO/805-748-6680

**EXHIBIT A
NOTICE INVITING SEALED BIDS
ATTACHMENT A**

**NOTICE INVITING SEALED BIDS
FOR THE
COMMUNITY GARDEN, SAN JOSE CREEK MULTI-PURPOSE PATH, AND
ARMITOS PARK IMPROVEMENTS PROJECT NOS. 9007 AND 9084
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., Wednesday, December 7, 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 nonrefundable 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-bidopportunities>.

The work includes all labor, material, supervision, plantings and equipment necessary to construct and deliver the specified COMMUNITY GARDEN, SAN JOSE CREEK MULTI-PURPOSE PATH, AND ARMITOS PARK IMPROVEMENTS PROJECT NOS. 9007 AND 9084. Work includes construction of a new community garden with raised garden beds, outdoor classroom, outdoor picnic area with pizza oven, installation of new playground equipment and surfacing material, constructing ADA accessible walkways, ramps and curbs, construction of the multi-purpose path and all project associated clearing, grubbing, grading, asphalt, concrete, drainage, fencing, signage and landscape work. The contract period is one hundred (100) Working Days.

Deadline to submit Requests For Information (RFI) electronically to jplummer@cityofgoleta.org is Monday, November 21, 2022. 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 COMMUNITY GARDEN, SAN JOSE CREEK MULTI-PURPOSE PATH, AND ARMITOS PARK IMPROVEMENTS PROJECT NOS. 9007 AND 9084."**

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.

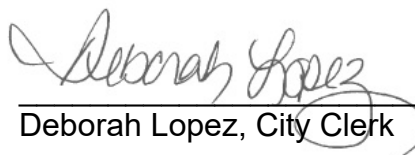
A contract may only be awarded to the lowest responsive and responsible bidder that holds a valid Class "A" Contractor's license, or specialty licensing in accordance with the provisions of the California Business and Professions Code. The successful Bidder will be required to furnish a Performance Bond and a Payment Bond each in an amount equal to 100% of the Contract Price. Each bond shall be in the forms set forth herein, shall be secured from a surety company that meets all State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer.

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

Pursuant to Public Contract Code section 22300, the successful bidder may substitute certain securities for funds withheld by CITY to ensure performance under the Contract or, in the alternative, request the CITY to make payment of retention to an escrow agent. Any protest to an intended award of this contract shall be made in writing addressed to the City Clerk prior to the award. Any protest may be considered and acted on by the City Council at the time noticed for award of the contract. To request a copy of the notice of agenda for award, please contact the City Clerk (805) 961-7505 or register on the CITY's website (www.cityofgoleta.org).

For information relating to the details of this Project and bidding requirements contact JoAnne Plummer in writing at jplummer@cityofgoleta.org.

CITY OF GOLETA


Deborah Lopez, City Clerk

Published: Santa Barbara Independent: November 10, 2022 and November 17, 2022

**EXHIBIT B
BID PROPOSAL
ATTACHMENT B**

COMMUNITY GARDEN, SAN JOSE CREEK MULTI-PURPOSE PATH, AND ARMITOS PARK
IMPROVEMENTS PROJECT NOS. 9007 AND 9084

**ATTACHMENT A – BIDDING INSTRUCTIONS
OR EQUAL SUBSTITUTION FORM**

Project: COMMUNITY GARDEN, SAN JOSE CREEK MULTI-PURPOSE PATH, AND ARMITOS PARK IMPROVEMENTS PROJECT NOS. 9007 AND 9084

Location: CITY OF GOLETA

TO: _____

FROM: _____

N/A

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

2. Item specified for which substitution is requested:

Name or Brand: _____

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.

N/A

5. Reasons for substitution request: _____

COMMUNITY GARDEN, SAN JOSE CREEK MULTI-PURPOSE PATH, AND ARMITOS PARK
IMPROVEMENTS PROJECT NOS. 9007 AND 9084

**BID PROPOSAL
FOR
COMMUNITY GARDEN, SAN JOSE CREEK MULTI-PURPOSE PATH, AND ARMITOS
PARK IMPROVEMENTS PROJECT NOS. 9007 AND 9084**

Bids will be received before **3:00 P.M., Monday, December 05, 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 JoAnne Plummer jplummer@cityofgoleta.org

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

Contract Time: 100 Working Days. Time is of the essence in the performance of this contract.

BIDDER SHALL COMPLETE:

Bidder's Name JJ FISHER CONSTRUCTION, INC

Street Address PO BOX 2219

City NIPOMO State CA Zip Code 93444

Telephone Number 805-723-5220 Fax Number 805-723-5221

E-mail JJ@JFISHERCONSTRUCTION.COM

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

Number	Dated	Initials
1	12/1/2022	
2	12/5/2022	
3	12/8/2022	


BIDDERS Signature

Dec. 14, 2022
DATE

27-1643931

Tax I.D. Number

COMMUNITY GARDEN, SAN JOSE CREEK MULTI-PURPOSE PATH, AND ARMITOS PARK
IMPROVEMENTS PROJECT NOS. 9007 AND 9084

PROPOSED EQUIPMENT AND MATERIAL MANUFACTURERS

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

Equipment/Materials	Supplier
1. Portland Cement Concrete	MISSION READY MIX
2. Permeable Asphalt	GRANITE
3. Class 2 Aggregate Base	GRANITE
4. Traffic Stripe and Marking Paint	ENNIS
5. Fencing	COCHRANE
6. Trellis	ICON SHELTER SYSTEMS
7. Playground Equipment	PLAY & PARK STRUCTURES
8. Playground Surfacing	SPECTRA TURF
10. Garden Boxes	DURABLE GREENBED
11. Bike Racks	DERO
12. Benches	MAGLIN SITE FURNITURE
Additional items in the Special Provisions	

COMMUNITY GARDEN, SAN JOSE CREEK MULTI-PURPOSE PATH, AND ARMITOS PARK
IMPROVEMENTS PROJECT NOS. 9007 AND 9084

DESIGNATION OF SUBCONTRACTORS

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

These Subcontractors are identified as follows:

Work to be Performed	Subcontractor License Number	Subcontractor DIR Registration Number (Note1)	Percent of Total Bid	Subcontractor's Name & Address
<u>FENCING</u>	<u>878381</u>	<u>1000005304</u>	<u>2%</u>	<u>BIG WAKOO FENCE INC 358 E ORMONDE RD ARROYO GRANDE, CA. 93420</u>
<u>LANDSCAPE</u>	<u>492862</u>	<u>1000000079</u>	<u>10%</u>	<u>MARINA LANDSCAPE INC 3707 W GARDEN GROVE BLVD ORANGE CA. 92868</u>
<u>PLAYGROUND EQUIPMENT & RUBBER SURFACING INSTALL</u>	<u>788877</u>	<u>1000039488</u>	<u>13%</u>	<u>CENTRAL COAST PLAYGROUNDS PO BOX 2212 ORCUTT, CA. 93457</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

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

COMMUNITY GARDEN, SAN JOSE CREEK MULTI-PURPOSE PATH, AND ARMITOS PARK
IMPROVEMENTS PROJECT NOS. 9007 AND 9084

BIDDER'S REFERENCES

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

1. Name of Agency	CITY OF SOLVANG
Agency Address	1644 OAK ST., SOLVANG, CA. 93463
Telephone	805-688-5575
Contact Person	MATT VANDER LINDEN
Contract Amount	\$335,835.00
2. Name of Agency	CITY OF GROVER BEACH
Agency Address	184 S 8TH STREET, GROVER BEACH, CA. 93433
Telephone	805-279-6864
Contact Person	AARON HILTON
Contract Amount	\$1,919,139.00
3. Name of Agency	CITY OF SANTA MARIA
Agency Address	110 E. COOK ST. SANTA MARIA, CA. 93454
Telephone	805-925-0951 EXT 481
Contact Person	CHRIS PETRO
Contract Amount	\$711,816.00

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

C&D BONDING (MYRNA SMITH)

534 E.BADILLO ST., COVINA, CA. 91723

805-343-7434

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.

COMMUNITY GARDEN, SAN JOSE CREEK MULTI-PURPOSE PATH, AND ARMITOS PARK
IMPROVEMENTS PROJECT NOS. 9007 AND 9084

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 JJ FISHER CONSTRUCTION, INC

Business Address PO Box 2219 Nipomo, CA 93444

Telephone 805-723-5220

State Contractor's License No. and Class 939644 A, C-8

Original Date Issued 10/31/2009 Expiration Date 4/30/2024

DIR Registration No: 1000003980

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:

JAYSON J FISHER CEO

MARK SCZBECKI CFO

1255 KIWI LN, NIPOMO, CA. 93444

1368 BRAMBLE RD, ARROYO GRANDE, CA. 93420

805-723-5220

805-801-4555

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


N/A

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

N/A

COMMUNITY GARDEN, SAN JOSE CREEK MULTI-PURPOSE PATH, AND ARMITOS PARK
IMPROVEMENTS PROJECT NOS. 9007 AND 9084

I declare under penalty of perjury under the laws of the State of California that the above representations are true and correct. Executed this 14TH day of DECEMBER, 2022, at NIPOMO California.



Signature and Title of Bidder
or Authorized Representative

(SEAL)



COMMUNITY GARDEN, SAN JOSE CREEK MULTI-PURPOSE PATH, AND ARMITOS PARK
IMPROVEMENTS PROJECT NOS. 9007 AND 9084

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:

N/A



CEO

Signature and Title of Bidder or Authorized Representative

COMMUNITY GARDEN, SAN JOSE CREEK MULTI-PURPOSE PATH, AND ARMITOS PARK
IMPROVEMENTS PROJECT NOS. 9007 AND 9084

SURETY: THE OHIO CASUALTY INSURANCE COMPANY

(Address) 790 THE CITY DR. SOUTH #200, ORANGE, CA 92868

BY:



BRITTON CHRISTIANSEN, ATTORNEY-IN-FACT

(Signature and Title of Authorized Officer)

BY:

(Signature and Title of Authorized Officer)

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



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. **8201903-969577**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Britton Christiansen; Myrna Smith; Philip E. Vega; Kevin E. Vega

all of the city of Covina state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of August, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 15th day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13TH day of December, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of LOS ANGELES)

On DEC 13 2022 before me, Kevin Vega, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Britton Christiansen, Attorney-in-Fact

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

COMMUNITY GARDEN, SAN JOSE CREEK MULTI-PURPOSE PATH, AND ARMITOS PARK
IMPROVEMENTS PROJECT NOS. 9007 AND 9084

**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: JJ FISHER CONSTRUCTION. INC

License No.: 939644 Class A, C-8 Expiration date: 4/30/2024

DIR Registration No.: 1000003980

Date DECEMBER 14, 2022 Signature 

COMMUNITY GARDEN, SAN JOSE CREEK MULTI-PURPOSE PATH, AND ARMITOS PARK
IMPROVEMENTS PROJECT NOS. 9007 AND 9084

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 14TH day of DECEMBER, 2022, at NIPOMO, California.

Signature: 

Name: JAYSON J FISHER

Title: CEO

Name of Company: JJ FISHER CONSTRUCTION, INC

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

**SEE ATTACHED FOR
NOTARY CERTIFICATE**

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of San Luis Obispo }

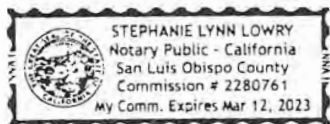
On December 14, 2022 before me, Stephanie Lynn Lowry Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jayson J Fisher
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Stephanie Lynn Lowry
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

COMMUNITY GARDEN, SAN JOSE CREEK MULTI-PURPOSE PATH, AND ARMITOS PARK
IMPROVEMENTS PROJECT NOS. 9007 AND 9084

**NON-COLLUSION DECLARATION
FOR
COMMUNITY GARDEN, SAN JOSE CREEK MULTI-PURPOSE PATH, AND ARMITOS
PARK IMPROVEMENTS PROJECT NOS. 9007 AND 9084**

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

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

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

DECEMBER 14, 2022 [date], at NIPOMO [city], CA [state]



CEO

(Signature and Title of Authorized Representative)

Bid Results

Bidder Details

Vendor Name	JJ Fisher Construction, Inc
Address	PO Box 2219 Nipomo, California 93444 United States
Respondee	Garrett Loughran
Respondee Title	Lead Estimator
Phone	805-723-5220
Email	garrettl@jjfisherconstruction.com
Vendor Type	
License #	939644
CADIR	

Bid Detail

Bid Format	Electronic
Submitted	12/14/2022 2:46 PM (PST)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	313412

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
B-12.pdf	B-12.pdf	B-12 Attachment A - Bidding Instructions or Equal Substitution Form
C-3.pdf	C-3.pdf	C-3 General Information Bid Proposal
C-10.pdf	C-10.pdf	C-10 Proposed Equipment and Material Manufacturers
C-11.pdf	C-11.pdf	C-11 Designation of Subcontractors
C-12.pdf	C-12.pdf	C-12 Bidder's References
C-13_14.pdf	C-13_14.pdf	C-13 Eligibility Contract & Bidder's Information
C-15.pdf	C-15.pdf	C-15 Bidder's Statement of Past Contract Disqualifications and Defaults
C-16_17_BID BOND.pdf	C-16_17_BID BOND.pdf	C-16 Bid Bond
C-18.pdf	C-18.pdf	C-18 Statement Acknowledging Penal and Civil Penalties Concerning The Contractor's Licensing Laws
C-19.pdf	C-19.pdf	C-19 Declaration of Eligibility to Contract
C-21.pdf	C-21.pdf	C-21 Non-Collusion Declaration

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Base Bid							\$1,931,589.03		
1	1.1		Mobilization, Bonds & Insurance	LS	1	\$150,000.00	\$150,000.00	Yes	
2	1.2		Construction Surveying & Staking	LS	1	\$20,500.00	\$20,500.00	Yes	
3	1.3		SWPPP Preparation & Implementation and SMARTS registration	LS	1	\$20,000.00	\$20,000.00	Yes	
4	1.4		Clearing and Grubbing	LS	1	\$45,000.00	\$45,000.00	Yes	
5	2.1		Demolish Existing Play Surfacing	LS	1	\$2,760.00	\$2,760.00	Yes	
6	2.2		Demolish Existing Fencing	LS	1	\$3,020.00	\$3,020.00	Yes	
7	2.3		Demolish Existing Walks	LS	1	\$6,151.99	\$6,151.99	Yes	
8	2.4		Rough Grading	SF	41500	\$2.05	\$85,075.00	Yes	
9	2.5		Finish Grading	SF	41500	\$3.00	\$124,500.00	Yes	
10	2.6		Import and Placement of Aggregate Base	CY	305	\$275.00	\$83,875.00	Yes	
11	2.7		Decomposed Granite Paving	SF	11200	\$5.75	\$64,400.00	Yes	
12	2.8		Portland Cement Concrete Paving	SF	3780	\$18.00	\$68,040.00	Yes	
13	2.9		Concrete Curbing at Fencing	LF	480	\$50.00	\$24,000.00	Yes	
14	2.10		Interlocking Concrete Paver	SF	185	\$50.00	\$9,250.00	Yes	
15	2.11		Permeable Asphalt Concrete	CY	6	\$1,000.00	\$6,000.00	Yes	
16	2.12		Metal Header	LF	220	\$20.00	\$4,400.00	Yes	
17	2.13		Playground Equipment - Swings	LS	1	\$25,400.00	\$25,400.00	Yes	
18	2.14		Playground Equipment - Refurbish Existing Structure	LS	1	\$11,025.00	\$11,025.00	Yes	
19	2.15		Playground Equipment - Sand Table	LS	1	\$5,175.00	\$5,175.00	Yes	
20	2.16		Playground Equipment - Cantilever Shade Sail	LS	1	\$19,500.00	\$19,500.00	Yes	
21	2.17		Playground Equipment - Music Play	LS	1	\$450.00	\$450.00	Yes	
22	2.18		Playground Equipment - Butterfly	LS	1	\$1,985.00	\$1,985.00	Yes	
23	2.19		Playground Equipment - Flowers	LS	1	\$2,185.00	\$2,185.00	Yes	
24	2.20		Playground Equipment - Signage	LS	1	\$3,300.00	\$3,300.00	Yes	
25	2.21		Playground Rubber Surfacing	SF	4420	\$35.00	\$154,700.00	Yes	
26	2.22		Prefabricated Garden Shade Trellis Structures	LS	1	\$23,500.00	\$23,500.00	Yes	
27	2.23		Raised Garden Beds - Large	EA	10	\$2,000.00	\$20,000.00	Yes	
28	2.24		Raised Garden Beds - Small	EA	40	\$1,550.00	\$62,000.00	Yes	
29	2.25		Fencing - Wire Mesh	LF	760	\$52.00	\$39,520.00	Yes	
30	2.26		Fencing - Wire Mesh Gate	EA	1	\$2,080.00	\$2,080.00	Yes	
31	2.27		Fencing - Wire Mesh Double Gate	EA	3	\$2,625.00	\$7,875.00	Yes	
32	2.28		Signage - Entry Monument	EA	1	\$12,750.00	\$12,750.00	Yes	
33	2.29		Signage - Relocate Existing Signs	LS	1	\$2,500.00	\$2,500.00	Yes	
34	2.30		Signage - Interpretive Signs	EA	1	\$3,000.00	\$3,000.00	Yes	
35	2.31		Signage - Butterfly Garden Info Panel	EA	1	\$3,500.00	\$3,500.00	Yes	
36	2.32		Site Furniture - Work Bench	EA	1	\$12,050.00	\$12,050.00	Yes	
37	2.33		Site Furniture - Bench	EA	1	\$3,580.00	\$3,580.00	Yes	
38	2.34		Site Furniture - Curved Bench	EA	18	\$3,810.00	\$68,580.00	Yes	
39	2.35		Site Furniture - Picnic Table	EA	4	\$3,285.00	\$13,140.00	Yes	
40	2.36		Site Furniture - Trash Receptacle	EA	6	\$1,475.00	\$8,850.00	Yes	
41	2.37		Site Furniture - Shed	EA	2	\$3,350.00	\$6,700.00	Yes	
42	2.38		Site Furniture - Bike Racks	EA	10	\$795.00	\$7,950.00	Yes	
43	2.39		Site Furniture - Pizza Oven & Outdoor Kitchen	EA	1	\$35,225.00	\$35,225.00	Yes	
44	2.40		Site Furniture - Tree Grates	EA	3	\$2,800.00	\$8,400.00	Yes	
45	2.41		Site Furniture - Compost Bins	EA	1	\$2,200.00	\$2,200.00	Yes	
46	2.42		Landscape - Planting	LS	1	\$79,800.00	\$79,800.00	Yes	
47	2.43		Landscape - Irrigation	LS	1	\$117,600.00	\$117,600.00	Yes	
48	2.44		Landscape - Maintenance Period (Total Project)	LS	1	\$7,350.00	\$7,350.00	Yes	
49	2.45		Concrete Curbing at DG	LF	34	\$79.00	\$2,686.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
50	2.46		Earthwork for Linear Drainage Area	SF	3750	\$14.00	\$52,500.00	Yes	
51	2.47		Reconstrcut Storm Drain	LS	1	\$24,125.00	\$24,125.00	Yes	
52	2.48		Construct overflow to Creek	LS	1	\$8,500.00	\$8,500.00	Yes	
53	2.49		Fencing - Chainlink	LF	165	\$32.00	\$5,280.00	Yes	
54	2.50		Fencing - Chainlink Gate	EA	1	\$8,925.00	\$8,925.00	Yes	
55	2.51		Landscape - Planting	LS	1	\$8,400.00	\$8,400.00	Yes	
56	2.52		Landscape - Irrigation	LS	1	\$5,250.00	\$5,250.00	Yes	
57	3.1		Develop Water Supply	LS	1	\$12,500.00	\$12,500.00	Yes	
58	3.2		Construction Area Signs	LS	1	\$3,250.00	\$3,250.00	Yes	
59	3.3		Traffic Control System	LS	1	\$12,000.00	\$12,000.00	Yes	
60	3.4		Type II Barricade	EA	4	\$200.00	\$800.00	Yes	
61	3.5		Type III Barricade	EA	3	\$250.00	\$750.00	Yes	
62	3.6		Job Site Management	LS	1	\$4,380.00	\$4,380.00	Yes	
63	3.7		Rain Event Action Plan	EA	3	\$848.00	\$2,544.00	Yes	
64	3.8		Storm Water Sampling and Analysis Day	EA	1	\$1,479.04	\$1,479.04	Yes	
65	3.9		Storm Water Annual Report	EA	1	\$2,100.00	\$2,100.00	Yes	
66	3.10		Temporary Check Dam (Type 2)	LF	6	\$18.00	\$108.00	Yes	
67	3.11		Temporary Silt Fence	LF	880	\$25.00	\$22,000.00	Yes	
68	3.12		Temporary Construction Entrance	EA	1	\$2,500.00	\$2,500.00	Yes	
69	3.13		Temporary Concrete Washout	LS	1	\$2,500.00	\$2,500.00	Yes	
70	3.14		Temporary High-Visibility Fence	LF	600	\$12.00	\$7,200.00	Yes	
71	3.15		Remote Tree	EA	3	\$3,675.00	\$11,025.00	Yes	
72	3.16		Roadway Excavation	CY	140	\$175.00	\$24,500.00	Yes	
73	3.17		Imported Borrow	CY	10	\$150.00	\$1,500.00	Yes	
74	3.18		Fiber Rolls	LF	880	\$7.00	\$6,160.00	Yes	
75	3.19		Hydroseed	SQFT	1670	\$2.10	\$3,507.00	Yes	
76	3.20		Class 2 Aggregate Base	CY	31	\$280.00	\$8,680.00	Yes	
77	3.21		Hot Mix Asphalt (Type A)	Ton	24	\$297.00	\$7,128.00	Yes	
78	3.22		¾" Crushed Rock	CY	71	\$165.00	\$11,715.00	Yes	
79	3.23		Porous Asphalt Concrete	CY	34	\$750.00	\$25,500.00	Yes	
80	3.24		Low Water Crossing	LS	1	\$8,550.00	\$8,550.00	Yes	
81	3.25		Rock Slope Protection (20 lb, Class I, Method B)(CY)	CY	12	\$880.00	\$10,560.00	Yes	
82	3.26		Rock Slope Protection Fabric (Class 8)	SQYD	56	\$65.00	\$3,640.00	Yes	
83	3.27		Minor Concrete (Curb, Gutter, Sidewalk and Driveway)	CY	4	\$1,000.00	\$4,000.00	Yes	
84	3.28		Minor Concrete (Curb)	CY	12	\$2,140.00	\$25,680.00	Yes	
85	3.29		Minor Concrete (Approach Slab)	CY	4	\$1,100.00	\$4,400.00	Yes	
86	3.30		Remove Concrete (Curb, Gutter, and Sidewalk)	CY	3	\$1,500.00	\$4,500.00	Yes	
87	3.31		42" Wood Rail Fence	LF	59	\$80.00	\$4,720.00	Yes	
88	3.32		Relocated 42" Wood Rail Fence	LF	21	\$25.00	\$525.00	Yes	
89	3.33		Remove Chain Link Fence	LF	220	\$15.00	\$3,300.00	Yes	
90	3.34		Barricade	EA	1	\$2,500.00	\$2,500.00	Yes	
91	3.35		Object Marker, Type N-2(CA)	EA	2	\$150.00	\$300.00	Yes	
92	3.36		Furnish Single Sheet Aluminum (0.063" – Unframed)	SQFT	45	\$86.00	\$3,870.00	Yes	
93	3.37		Roadside Sign – One post	EA	14	\$250.00	\$3,500.00	Yes	
94	3.38		Removable Bollard	EA	1	\$1,250.00	\$1,250.00	Yes	
95	3.39		4" Two-Component Paint Traffic Stripe	LF	400	\$11.00	\$4,400.00	Yes	
96	3.40		Boardwalk	LS	1	\$67,560.00	\$67,560.00	Yes	
Bid Alternate A							\$256,500.00		
97	A1		Demolish Existing Playground Equipment	LS	1	\$6,500.00	\$6,500.00	Yes	
98	A2		New Playground Structure	LS	1	\$250,000.00	\$250,000.00	Yes	

Line Item Subtotals

Section Title	Line Total
Base Bid	\$1,931,589.03
Bid Alternate A	\$256,500.00
Grand Total	\$2,188,089.03

Bid Results

Bidder Details

Vendor Name	JJ Fisher Construction, Inc
Address	PO Box 2219 Nipomo, California 93444 United States
Respondee	Garrett Loughran
Respondee Title	Lead Estimator
Phone	805-723-5220
Email	garrettl@jjfisherconstruction.com
Vendor Type	
License #	939644
CADIR	

Bid Detail

Bid Format	Electronic
Submitted	12/14/2022 2:46 PM (PST)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	313412

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
B-12.pdf	B-12.pdf	B-12 Attachment A - Bidding Instructions or Equal Substitution Form
C-3.pdf	C-3.pdf	C-3 General Information Bid Proposal
C-10.pdf	C-10.pdf	C-10 Proposed Equipment and Material Manufacturers
C-11.pdf	C-11.pdf	C-11 Designation of Subcontractors
C-12.pdf	C-12.pdf	C-12 Bidder's References
C-13_14.pdf	C-13_14.pdf	C-13 Eligibility Contract & Bidder's Information
C-15.pdf	C-15.pdf	C-15 Bidder's Statement of Past Contract Disqualifications and Defaults
C-16_17_BID BOND.pdf	C-16_17_BID BOND.pdf	C-16 Bid Bond
C-18.pdf	C-18.pdf	C-18 Statement Acknowledging Penal and Civil Penalties Concerning The Contractor's Licensing Laws
C-19.pdf	C-19.pdf	C-19 Declaration of Eligibility to Contract
C-21.pdf	C-21.pdf	C-21 Non-Collusion Declaration

Line Items

Discount Terms No Discount

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5	2.1		Demolish Existing Play Surfacing	LS	1	\$2,760.00	\$2,760.00	Yes	
6	2.2		Demolish Existing Fencing	LS	1	\$3,020.00	\$3,020.00	Yes	
7	2.3		Demolish Existing Walks	LS	1	\$6,151.99	\$6,151.99	Yes	
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9	2.5		Finish Grading	SF	41500	\$3.00	\$124,500.00	Yes	
10	2.6		Import and Placement of Aggregate Base	CY	305	\$275.00	\$83,875.00	Yes	
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12	2.8		Portland Cement Concrete Paving	SF	3780	\$18.00	\$68,040.00	Yes	
13	2.9		Concrete Curbing at Fencing	LF	480	\$50.00	\$24,000.00	Yes	
14	2.10		Interlocking Concrete Paver	SF	185	\$50.00	\$9,250.00	Yes	
15	2.11		Permeable Asphalt Concrete	CY	6	\$1,000.00	\$6,000.00	Yes	
16	2.12		Metal Header	LF	220	\$20.00	\$4,400.00	Yes	
17	2.13		Playground Equipment - Swings	LS	1	\$25,400.00	\$25,400.00	Yes	
18	2.14		Playground Equipment - Refurbish Existing Structure	LS	1	\$11,025.00	\$11,025.00	Yes	
19	2.15		Playground Equipment - Sand Table	LS	1	\$5,175.00	\$5,175.00	Yes	
20	2.16		Playground Equipment - Cantilever Shade Sail	LS	1	\$19,500.00	\$19,500.00	Yes	
21	2.17		Playground Equipment - Music Play	LS	1	\$450.00	\$450.00	Yes	
22	2.18		Playground Equipment - Butterfly	LS	1	\$1,985.00	\$1,985.00	Yes	
23	2.19		Playground Equipment - Flowers	LS	1	\$2,185.00	\$2,185.00	Yes	
24	2.20		Playground Equipment - Signage	LS	1	\$3,300.00	\$3,300.00	Yes	
25	2.21		Playground Rubber Surfacing	SF	4420	\$35.00	\$154,700.00	Yes	
26	2.22		Prefabricated Garden Shade Trellis Structures	LS	1	\$23,500.00	\$23,500.00	Yes	
27	2.23		Raised Garden Beds - Large	EA	10	\$2,000.00	\$20,000.00	Yes	
28	2.24		Raised Garden Beds - Small	EA	40	\$1,550.00	\$62,000.00	Yes	
29	2.25		Fencing - Wire Mesh	LF	760	\$52.00	\$39,520.00	Yes	
30	2.26		Fencing - Wire Mesh Gate	EA	1	\$2,080.00	\$2,080.00	Yes	
31	2.27		Fencing - Wire Mesh Double Gate	EA	3	\$2,625.00	\$7,875.00	Yes	
32	2.28		Signage - Entry Monument	EA	1	\$12,750.00	\$12,750.00	Yes	
33	2.29		Signage - Relocate Existing Signs	LS	1	\$2,500.00	\$2,500.00	Yes	
34	2.30		Signage - Interpretive Signs	EA	1	\$3,000.00	\$3,000.00	Yes	
35	2.31		Signage - Butterfly Garden Info Panel	EA	1	\$3,500.00	\$3,500.00	Yes	
36	2.32		Site Furniture - Work Bench	EA	1	\$12,050.00	\$12,050.00	Yes	
37	2.33		Site Furniture - Bench	EA	1	\$3,580.00	\$3,580.00	Yes	
38	2.34		Site Furniture - Curved Bench	EA	18	\$3,810.00	\$68,580.00	Yes	
39	2.35		Site Furniture - Picnic Table	EA	4	\$3,285.00	\$13,140.00	Yes	
40	2.36		Site Furniture - Trash Receptacle	EA	6	\$1,475.00	\$8,850.00	Yes	
41	2.37		Site Furniture - Shed	EA	2	\$3,350.00	\$6,700.00	Yes	
42	2.38		Site Furniture - Bike Racks	EA	10	\$795.00	\$7,950.00	Yes	
43	2.39		Site Furniture - Pizza Oven & Outdoor Kitchen	EA	1	\$35,225.00	\$35,225.00	Yes	
44	2.40		Site Furniture - Tree Grates	EA	3	\$2,800.00	\$8,400.00	Yes	
45	2.41		Site Furniture - Compost Bins	EA	1	\$2,200.00	\$2,200.00	Yes	
46	2.42		Landscape - Planting	LS	1	\$79,800.00	\$79,800.00	Yes	
47	2.43		Landscape - Irrigation	LS	1	\$117,600.00	\$117,600.00	Yes	
48	2.44		Landscape - Maintenance Period (Total Project)	LS	1	\$7,350.00	\$7,350.00	Yes	
49	2.45		Concrete Curbing at DG	LF	34	\$79.00	\$2,686.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
50	2.46		Earthwork for Linear Drainage Area	SF	3750	\$14.00	\$52,500.00	Yes	
51	2.47		Reconstrcut Storm Drain	LS	1	\$24,125.00	\$24,125.00	Yes	
52	2.48		Construct overflow to Creek	LS	1	\$8,500.00	\$8,500.00	Yes	
53	2.49		Fencing - Chainlink	LF	165	\$32.00	\$5,280.00	Yes	
54	2.50		Fencing - Chainlink Gate	EA	1	\$8,925.00	\$8,925.00	Yes	
55	2.51		Landscape - Planting	LS	1	\$8,400.00	\$8,400.00	Yes	
56	2.52		Landscape - Irrigation	LS	1	\$5,250.00	\$5,250.00	Yes	
57	3.1		Develop Water Supply	LS	1	\$12,500.00	\$12,500.00	Yes	
58	3.2		Construction Area Signs	LS	1	\$3,250.00	\$3,250.00	Yes	
59	3.3		Traffic Control System	LS	1	\$12,000.00	\$12,000.00	Yes	
60	3.4		Type II Barricade	EA	4	\$200.00	\$800.00	Yes	
61	3.5		Type III Barricade	EA	3	\$250.00	\$750.00	Yes	
62	3.6		Job Site Management	LS	1	\$4,380.00	\$4,380.00	Yes	
63	3.7		Rain Event Action Plan	EA	3	\$848.00	\$2,544.00	Yes	
64	3.8		Storm Water Sampling and Analysis Day	EA	1	\$1,479.04	\$1,479.04	Yes	
65	3.9		Storm Water Annual Report	EA	1	\$2,100.00	\$2,100.00	Yes	
66	3.10		Temporary Check Dam (Type 2)	LF	6	\$18.00	\$108.00	Yes	
67	3.11		Temporary Silt Fence	LF	880	\$25.00	\$22,000.00	Yes	
68	3.12		Temporary Construction Entrance	EA	1	\$2,500.00	\$2,500.00	Yes	
69	3.13		Temporary Concrete Washout	LS	1	\$2,500.00	\$2,500.00	Yes	
70	3.14		Temporary High-Visibility Fence	LF	600	\$12.00	\$7,200.00	Yes	
71	3.15		Remote Tree	EA	3	\$3,675.00	\$11,025.00	Yes	
72	3.16		Roadway Excavation	CY	140	\$175.00	\$24,500.00	Yes	
73	3.17		Imported Borrow	CY	10	\$150.00	\$1,500.00	Yes	
74	3.18		Fiber Rolls	LF	880	\$7.00	\$6,160.00	Yes	
75	3.19		Hydroseed	SQFT	1670	\$2.10	\$3,507.00	Yes	
76	3.20		Class 2 Aggregate Base	CY	31	\$280.00	\$8,680.00	Yes	
77	3.21		Hot Mix Asphalt (Type A)	Ton	24	\$297.00	\$7,128.00	Yes	
78	3.22		¾" Crushed Rock	CY	71	\$165.00	\$11,715.00	Yes	
79	3.23		Porous Asphalt Concrete	CY	34	\$750.00	\$25,500.00	Yes	
80	3.24		Low Water Crossing	LS	1	\$8,550.00	\$8,550.00	Yes	
81	3.25		Rock Slope Protection (20 lb, Class I, Method B)(CY)	CY	12	\$880.00	\$10,560.00	Yes	
82	3.26		Rock Slope Protection Fabric (Class 8)	SQYD	56	\$65.00	\$3,640.00	Yes	
83	3.27		Minor Concrete (Curb, Gutter, Sidewalk and Driveway)	CY	4	\$1,000.00	\$4,000.00	Yes	
84	3.28		Minor Concrete (Curb)	CY	12	\$2,140.00	\$25,680.00	Yes	
85	3.29		Minor Concrete (Approach Slab)	CY	4	\$1,100.00	\$4,400.00	Yes	
86	3.30		Remove Concrete (Curb, Gutter, and Sidewalk)	CY	3	\$1,500.00	\$4,500.00	Yes	
87	3.31		42" Wood Rail Fence	LF	59	\$80.00	\$4,720.00	Yes	
88	3.32		Relocated 42" Wood Rail Fence	LF	21	\$25.00	\$525.00	Yes	
89	3.33		Remove Chain Link Fence	LF	220	\$15.00	\$3,300.00	Yes	
90	3.34		Barricade	EA	1	\$2,500.00	\$2,500.00	Yes	
91	3.35		Object Marker, Type N-2(CA)	EA	2	\$150.00	\$300.00	Yes	
92	3.36		Furnish Single Sheet Aluminum (0.063" – Unframed)	SQFT	45	\$86.00	\$3,870.00	Yes	
93	3.37		Roadside Sign – One post	EA	14	\$250.00	\$3,500.00	Yes	
94	3.38		Removable Bollard	EA	1	\$1,250.00	\$1,250.00	Yes	
95	3.39		4" Two-Component Paint Traffic Stripe	LF	400	\$11.00	\$4,400.00	Yes	
96	3.40		Boardwalk	LS	1	\$67,560.00	\$67,560.00	Yes	
Bid Alternate A							\$256,500.00		
97	A1		Demolish Existing Playground Equipment	LS	1	\$6,500.00	\$6,500.00	Yes	
98	A2		New Playground Structure	LS	1	\$250,000.00	\$250,000.00	Yes	

Line Item Subtotals

Section Title	Line Total
Base Bid	\$1,931,589.03
Bid Alternate A	\$256,500.00
Grand Total	\$2,188,089.03

ATTACHMENT 2

Construction Contract with JJ Fisher Construction, Inc for Project B

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

This Public Works Contract (herein referred to as "CONTRACT") is made and entered into by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and JJ Fisher Construction, Inc. (hereinafter referred to as "CONTRACTOR").

SECTION A. RECITALS

1. Pursuant to the Notice Inviting Sealed Bids for the Jonny D. Wallis Neighborhood Park Splash Pad and Improvement Project, bids were received, publicly opened, and declared on the date specified in the notice.
2. On _____, Goleta's City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR and the City Council, approved this CONTRACT and authorized the City Manager to execute the CONTRACT with CONTRACTOR for furnishing labor, equipment and material for the Jonny D. Wallis Neighborhood Park Splash Pad and Improvement Project in the City of Goleta.

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

SECTION B. TERMS

1. **GENERAL SCOPE OF WORK: CITY agrees to engage CONTRACTOR and CONTRACTOR** agrees to furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the Jonny D. Wallis Neighborhood Park Splash Pad and Improvement Project in the City of Goleta. The work shall be performed in accordance with the Plans and Specifications (and as generally described in the "Notice Inviting Sealed Bids," attached as Exhibit A) and in accordance with bid prices set forth in CONTRACTOR'S Bid Proposal (attached as Exhibit B) and in accordance with the instructions of the City Engineer, or City's Manager's designee.
2. **INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY:**
The contract documents for the aforesaid project, a complete set of which is on file with the Goleta City Clerk's Office, shall consist of the Notice Inviting Bids, Instructions to Bidders, Bid Proposal, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with this CONTRACT and all required bonds, insurance certificates, permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work

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

3. **COMPENSATION:** CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.
4. **TIME OF PERFORMANCE:** CONTRACTOR agrees to complete the work within the timeframe specified in the Contract Documents from the date of the notice to proceed. By signing this CONTRACT, CONTRACTOR represents to CITY that the contract time is reasonable for completion of the work and that CONTRACTOR will complete such work within the contract time. In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay CITY as liquidated damages, not as a penalty, the sum of \$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 of obligations of either party without the prior written consent of the other shall be void and of no force and effect.
- 13. INDEPENDENT CONTRACTOR:** CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.
- 14. TAXES:** CONTRACTOR is responsible for paying all retail sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in the contract shall include compensation for any taxes CONTRACTOR is required to pay by laws and regulations in effect at the bid opening date.
- 15. LICENSES:** CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this CONTRACT any licenses, permits, insurance, and approvals which are legally required of CONTRACTOR to practice its profession. CONTRACTOR shall maintain a City of Goleta business license, if required under CITY ordinance.
- 16. RECORDS:** CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this CONTRACT and such other records as may be deemed necessary by CITY or any authorized representative, and will be retained for three years after the expiration of this CONTRACT. All such records shall be made available for inspection or audit by CITY at any time during regular business hours.
- 17. SEVERABILITY:** If any portion of these contract documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this

CONTRACT will continue in full force and effect provided that it does not frustrate the mutual intent of the parties herein.

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

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

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

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

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

CONTRACTOR

JJ FISHER CONSTRUCTION, INC.
PO Box 2219
Nipomo, CA 93444
Attn: Jayson J Fisher, CEO

- 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 _____ day of _____, at Goleta, California, and effective as of _____, 20____.

CITY OF GOLETA:

Robert Nisbet, City Manager

ATTEST:

Deborah Lopez, City Clerk

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:

A1BF9F896161408...

Winnie Cai, Assistant City Attorney

CONTRACTOR:

Jayson J Fisher, CEO

State of California License No.

939644 A, C-8
Department of Industrial Relations Registration
No.

1000003980
Business Phone No.

805-723-5220

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

Jayson J Fisher, CEO/ (805) 748-6680

**EXHIBIT A
NOTICE INVITING SEALED BIDS
ATTACHMENT A**

**NOTICE INVITING SEALED BIDS
FOR THE
JONNY D. WALLIS NEIGHBORHOOD PARK SPLASH PAD AND IMPROVEMENTS
PROJECT NO. 9111**

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., Monday, December 5, 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 nonrefundable 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-bidopportunities>.

The work includes all labor, material, supervision, plantings and equipment necessary to construct and deliver the specified JONNY D. WALLIS PARK NEIGHBORHOOD PARK SPLASH PAD AND IMPROVEMENTS PROJECT NO. 9111. Work includes the construction of a new splash pad, seat walls, fencing, basketball court surfacing, installation of prefabricated shade structures, installation of security cameras, fencing and all project associated clearing, grubbing, grading, asphalt, concrete, drainage, utility connection, fencing, signage, irrigation and landscape work. The contract period is one hundred (100) Working Days.

Deadline to submit Requests For Information (RFI) electronically to jplummer@cityofgoleta.org is 5:00 pm on Monday, November 21, 2022. 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 JONNY D. WALLIS PARK NEIGHBORHOOD PARK SPLASH PAD AND IMPROVEMENTS PROJECT NO. 9111."**

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.

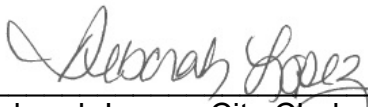
A contract may only be awarded to the lowest responsive and responsible bidder that holds a valid Class "A" Contractor's license, or specialty licensing in accordance with the provisions of the California Business and Professions Code. The successful Bidder will be required to furnish a Performance Bond and a Payment Bond each in an amount equal to 100% of the Contract Price. Each bond shall be in the forms set forth herein, shall be secured from a surety company that meets all State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer.

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

Pursuant to Public Contract Code section 22300, the successful bidder may substitute certain securities for funds withheld by CITY to ensure performance under the Contract or, in the alternative, request the CITY to make payment of retention to an escrow agent. Any protest to an intended award of this contract shall be made in writing addressed to the City Clerk prior to the award. Any protest may be considered and acted on by the City Council at the time noticed for award of the contract. To request a copy of the notice of agenda for award, please contact the City Clerk (805) 961-7505 or register on the CITY's website (www.cityofgoleta.org).

For information relating to the details of this Project and bidding requirements contact JoAnne Plummer in writing at jplummer@cityofgoleta.org.

CITY OF GOLETA



Deborah Lopez, City Clerk

Published: Santa Barbara Independent: November 10, 2022 and November 17, 2022

Public Works Contract
JJ FISHER CONSTRUCTION, INC.
Page 13 of 13

**EXHIBIT B
BID PROPOSAL
ATTACHMENT B**

ATTACHMENT A – BIDDING INSTRUCTIONS OR EQUAL SUBSTITUTION FORM

Project: JONNY D WALLIS NEIGHBORHOOD PARK SPLASH PAD AND IMPROVEMENT PROJECT NO 9111

Location: CITY OF GOLETA

TO: N/A

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.

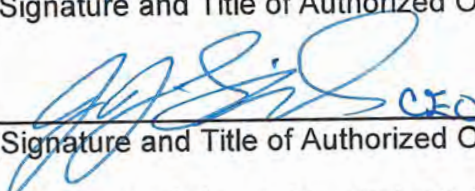
5. Reasons for substitution request: _____

SURETY: THE OHIO CASUALTY INSURANCE COMPANY

(Address) 790 THE CITY DR. SOUTH #200

ORANGE, CA 92868

BY:  BRITTON CHRISTIANSEN, ATTORNEY-IN-FACT
(Signature and Title of Authorized Officer)

BY:  CEO
(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.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8201903-969577**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Britton Christiansen; Myrna Smith; Philip E. Vega; Kevin E. Vega

all of the city of Covina state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of August, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 15th day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of December, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of LOS ANGELES)On DEC 02 2022 before me, Kevin Vega, Notary Public

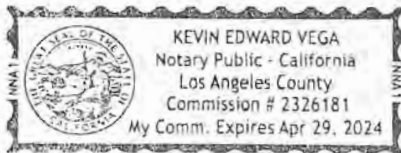
Date

*Here Insert Name and Title of the Officer*personally appeared Britton Christiansen, Attorney-in-Fact*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature _____

*Signature of Notary Public**Place Notary Seal Above***OPTIONAL**

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

**BID PROPOSAL
FOR
JONNY D. WALLIS NEIGHBORHOOD PARK SPLASH PAD AND IMPROVEMENTS
PROJECT NO. 9111**

Bids will be received before **3:00 P.M., Monday, December 05, 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 jplummer@cityofgoleta.org.

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

Contract Time: 100 Working Days. Time is of the essence in the performance of this contract.

BIDDER SHALL COMPLETE:

Bidder's Name JJ FISHER CONSTRUCTION, INC

Street Address PO BOX 2219

City NIPOMO State CA Zip Code 93444

Telephone Number 805-723-5220 Fax Number 805-723-5221

E-mail JJ@JFISHERCONSTRUCTION.COM

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

Number	Dated	Initials
<u>1</u>	<u>12/1/2022</u>	<u></u>
<u>2</u>	<u>12/5/2022</u>	<u></u>
<u></u>	<u></u>	<u></u>


BIDDERS Signature

DECEMBER 5, 2022

DATE

27-1643931

Tax I.D. Number

PROPOSED EQUIPMENT AND MATERIAL MANUFACTURERS

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

Equipment/Materials	Supplier
1. Fencing	Master Halco
2. Shade Sails	USA SHADE
3. Splash Pad Equipment	Water Odyssey
4. Security Camera	Montevue
5. Light Fixture	Lithonia
6. Skate Deter-ants	PARK WAREHOUSE
7. Splash Pad Surfacing (bid alternate)	California Waters
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
<u>FENCING</u>	<u>878381</u>	<u>1000005304</u>	<u>0.99%</u>	<u>BIG WAKOO FENCE INC. 358 E ORMONDE RD ARROYO GRANDE, CA. 93420</u>
<u>SPLASH PAD INSTALLATION</u>	<u>958960</u>	<u>1000001472</u>	<u>52.24%</u>	<u>CALIFORNIA WATERS 23311 E LA PALMA AVE YORBA LINDA, CA. 92887</u>
<u>ELECTRICAL</u>	<u>1048045</u>	<u>1000636240</u>	<u>8.39%</u>	<u>EARTHBOUND ELECTRIC 160 STATION WAY # 445 ARROYO GRANDE, CA. 93420</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

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

BIDDER'S REFERENCES

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

- | | |
|-------------------|---|
| 1. Name of Agency | CITY OF SOLVANG |
| Agency Address | 1644 OAK ST. , SOLVANG, CA. 93463 |
| Telephone | 805-688-5575 |
| Contact Person | MATT VANDER LINDEN |
| Contract Amount | \$335,835.00 |
| | |
| 2. Name of Agency | CITY OF GROVER BEACH |
| Agency Address | 184 S. 8TH ST, GROVER BEACH, CA. 93433 |
| Telephone | 805-279-6864 |
| Contact Person | AARON HILTON |
| Contract Amount | \$1,919,139.00 |
| | |
| 3. Name of Agency | CITY OF SANTA MARIA |
| Agency Address | 110 E. COOK ST., SANTA MARIA, CA. 93454 |
| Telephone | 805-925-0951 EXT 481 |
| Contact Person | CHRIS PETRO |
| Contract Amount | \$711,816.00 |

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

C&D BONDING (MYRNA SMITH)

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 JJ FISHER CONSTRUCTION, INC

Business Address PO BOX 2219

NIPOMO, CA. 93444

Telephone 805-723-5220

State Contractor's License No. and Class 939644 A, C-8

Original Date Issued 10/31/2009 Expiration Date 4/30/2024

DIR Registration No: 1000003980

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:

JAYSON J FISHER CEO

MARK SCZBECKI CFO

1255 KIWI LN, NIPOMO, CA. 93444

1368 BRAMBLE RD, ARROYO GRANDE, CA. 93420

805-723-5220

805-801-4555

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

N/A

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

N/A

JONNY D. WALLIS NEIGHBORHOOD PARK SPLASH PAD AND IMPROVEMENTS PROJECT NO. 9111

I declare under penalty of perjury under the laws of the State of California that the above representations are true and correct. Executed this 5TH day of DECEMBER, 2022, at NIPOMO California.



Signature and Title of Bidder
or Authorized Representative

CEO

(SEAL)



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

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


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

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

Bidder: JJ FISHER CONSTRUCTION, INC

License No.: 939644 Class A Expiration date: 4/30/2024

DIR Registration No.: 1000003980

Date DECEMBER 5, 2022 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 5TH day of DECEMBER, 2022 at NIPOMO, California.

Signature: 

Name: JAYSON J FISHER

Title: CEO

Name of Company: JJ FISHER CONSTRUCTION, INC

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

**NON-COLLUSION DECLARATION
FOR
JONNY D. WALLIS NEIGHBORHOOD SPLASH PAD PARK AND IMPROVEMENTS
PROJECT NO.
9111**

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

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

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

DECEMBER 5, 2022 [date], at NIPOMO [city], CA [state]



(Signature and Title of Authorized Representative) CEO

Bid Results

Bidder Details

Vendor Name	JJ Fisher Construction, Inc
Address	PO Box 2219
	Nipomo, California 93444
	United States
Respondee	Garrett Loughran
Respondee Title	Lead Estimator
Phone	805-723-5220
Email	garrettl@jjfisherconstruction.com
Vendor Type	
License #	939644
	CADIR

Bid Detail

Bid Format	Electronic
Submitted	12/09/2022 11:57 AM (PST)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	312987

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
B-11.pdf	B-11.pdf	B-11 Attachment A - Bidding Instructions or Equal Substitution Form
C-3.pdf	C-3.pdf	C-3 General Information Bid Proposal
C-8.pdf	C-8.pdf	C-8 Proposed Equipment and Material Manufacturers
C-9.pdf	C-9.pdf	C-9 Designation of Subcontractors
C-10.pdf	C-10.pdf	C-10 Bidder's References
C-11-12.pdf	C-11-12.pdf	C-11 Eligibility Contract & Bidder's Information
C-13.pdf	C-13.pdf	C-13 Bidder's Statement of Past Contract Disqualifications and Defaults
BID BOND.pdf	BID BOND.pdf	C-14 Bid Bond
C-16.pdf	C-16.pdf	C-16 Statement Acknowledging Penal and Civil Penalties Concerning The Contractor's Licensing Laws
C-17.pdf	C-17.pdf	C-17 Declaration of Eligibility to Contract
C-18.pdf	C-18.pdf	C-18 Non-Collusion Declaration

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Base Bid							\$1,514,371.00		
1	1.1		Mobilization, Bonds & Insurance	LS	1	\$125,000.00	\$125,000.00	Yes	
2	1.2		Construction Surveying & Staking	LS	1	\$15,125.00	\$15,125.00	Yes	
3	1.3		SWIPPP Preparation & Implementation and SMARTS registration	LS	1	\$10,075.00	\$10,075.00	Yes	
4	1.4		Clearing and Grubbing	SF	7600	\$5.00	\$38,000.00	Yes	
5	1.5		Demolish Existing Basketball Court Surfacing	LS	1	\$5,450.00	\$5,450.00	Yes	
6	1.6		Relocate Existing Tree	EA	1	\$6,670.00	\$6,670.00	Yes	
7	1.7		Rough Grading	LS	1	\$11,225.00	\$11,225.00	Yes	
8	1.8		Finish Grading	SF	4500	\$4.00	\$18,000.00	Yes	
9	1.9		Bioinfiltration Area	SF	360	\$85.00	\$30,600.00	Yes	
10	1.10		Import and Placement of Aggregate Base	CY	65	\$265.00	\$17,225.00	Yes	
11	1.11		Splash Pad Equipment	LS	1	\$319,350.00	\$319,350.00	Yes	
12	1.12		Splash Pad Installation	LS	1	\$427,885.00	\$427,885.00	Yes	
13	1.13		Prefabricated Pump House Building (Install)	LS	1	\$15,020.00	\$15,020.00	Yes	
14	1.14		Prefabricated Shade Structure - Type 1	LS	1	\$29,705.00	\$29,705.00	Yes	
15	1.15		Prefabricated Shade Structure - Type 2	LS	1	\$9,345.00	\$9,345.00	Yes	
16	1.16		Portland Cement Concrete Paving	SF	570	\$35.00	\$19,950.00	Yes	
17	1.17		Portland Cement Concrete Splash Pad Paving	SF	1760	\$68.00	\$119,680.00	Yes	
18	1.18		Basketball Court Surfacign	LS	1	\$17,375.00	\$17,375.00	Yes	
19	1.19		Cast in Place Seatwalls	LF	180	\$254.00	\$45,720.00	Yes	
20	1.2		Utility - Storm Drain System	LS	1	\$24,650.00	\$24,650.00	Yes	
21	1.21		Utility - Sewer	LS	1	\$18,875.00	\$18,875.00	Yes	
22	1.22		Utility - Trenching & Boring for Sewer Line	LS	1	\$8,450.00	\$8,450.00	Yes	
23	1.23		Utility - Ex. Storm Drain Adjustments	LS	1	\$5,331.00	\$5,331.00	Yes	
24	1.24		Electrical - Mechanical Building	LS	1	\$81,255.00	\$81,255.00	Yes	
25	1.25		Electrical - Security Cameras	LS	1	\$20,415.00	\$20,415.00	Yes	
26	1.26		Electrical - Lighting	LS	1	\$24,615.00	\$24,615.00	Yes	
27	1.27		Fencing - Vinyl Coated Chainlink	LF	110	\$102.00	\$11,220.00	Yes	
28	1.28		Fencing - Vinyl Coated Chainlink Gate	EA	1	\$5,675.00	\$5,675.00	Yes	
29	1.29		Landscape - Planting Repair	LS	1	\$12,250.00	\$12,250.00	Yes	
30	1.30		Landscape - Irrigation Repair	LS	1	\$9,350.00	\$9,350.00	Yes	
31	1.31		Landscape - Maintenance Period	LS	1	\$10,885.00	\$10,885.00	Yes	
Alternate A							\$86,000.00		
32	A1		Mobilization, Bonds & Insurance	LS	1	\$1,500.00	\$1,500.00	Yes	
33	A2		Splash Pad Surfacing	LS	1	\$84,500.00	\$84,500.00	Yes	

Line Item Subtotals

Section Title	Line Total
Base Bid	\$1,514,371.00
Alternate A	\$86,000.00
Grand Total	\$1,600,371.00

Bid Results

Bidder Details

Vendor Name	JJ Fisher Construction, Inc
Address	PO Box 2219 Nipomo, California 93444 United States
Respondee	Garrett Loughran
Respondee Title	Lead Estimator
Phone	805-723-5220
Email	garrettl@jjfisherconstruction.com
Vendor Type	
License #	939644
CADIR	

Bid Detail

Bid Format	Electronic
Submitted	12/09/2022 11:57 AM (PST)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	312987

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
B-11.pdf	B-11.pdf	B-11 Attachment A - Bidding Instructions or Equal Substitution Form
C-3.pdf	C-3.pdf	C-3 General Information Bid Proposal
C-8.pdf	C-8.pdf	C-8 Proposed Equipment and Material Manufacturers
C-9.pdf	C-9.pdf	C-9 Designation of Subcontractors
C-10.pdf	C-10.pdf	C-10 Bidder's References
C-11-12.pdf	C-11-12.pdf	C-11 Eligibility Contract & Bidder's Information
C-13.pdf	C-13.pdf	C-13 Bidder's Statement of Past Contract Disqualifications and Defaults
BID BOND.pdf	BID BOND.pdf	C-14 Bid Bond
C-16.pdf	C-16.pdf	C-16 Statement Acknowledging Penal and Civil Penalties Concerning The Contractor's Licensing Laws
C-17.pdf	C-17.pdf	C-17 Declaration of Eligibility to Contract
C-18.pdf	C-18.pdf	C-18 Non-Collusion Declaration

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Base Bid							\$1,514,371.00		
1	1.1		Mobilization, Bonds & Insurance	LS	1	\$125,000.00	\$125,000.00	Yes	
2	1.2		Construction Surveying & Staking	LS	1	\$15,125.00	\$15,125.00	Yes	
3	1.3		SWIPPP Preparation & Implementation and SMARTS registration	LS	1	\$10,075.00	\$10,075.00	Yes	
4	1.4		Clearing and Grubbing	SF	7600	\$5.00	\$38,000.00	Yes	
5	1.5		Demolish Existing Basketball Court Surfacing	LS	1	\$5,450.00	\$5,450.00	Yes	
6	1.6		Relocate Existing Tree	EA	1	\$6,670.00	\$6,670.00	Yes	
7	1.7		Rough Grading	LS	1	\$11,225.00	\$11,225.00	Yes	
8	1.8		Finish Grading	SF	4500	\$4.00	\$18,000.00	Yes	
9	1.9		Bioinfiltration Area	SF	360	\$85.00	\$30,600.00	Yes	
10	1.10		Import and Placement of Aggregate Base	CY	65	\$265.00	\$17,225.00	Yes	
11	1.11		Splash Pad Equipment	LS	1	\$319,350.00	\$319,350.00	Yes	
12	1.12		Splash Pad Installation	LS	1	\$427,885.00	\$427,885.00	Yes	
13	1.13		Prefabricated Pump House Building (Install)	LS	1	\$15,020.00	\$15,020.00	Yes	
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17	1.17		Portland Cement Concrete Splash Pad Paving	SF	1760	\$68.00	\$119,680.00	Yes	
18	1.18		Basketball Court Surfacing	LS	1	\$17,375.00	\$17,375.00	Yes	
19	1.19		Cast in Place Seatwalls	LF	180	\$254.00	\$45,720.00	Yes	
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27	1.27		Fencing - Vinyl Coated Chainlink	LF	110	\$102.00	\$11,220.00	Yes	
28	1.28		Fencing - Vinyl Coated Chainlink Gate	EA	1	\$5,675.00	\$5,675.00	Yes	
29	1.29		Landscape - Planting Repair	LS	1	\$12,250.00	\$12,250.00	Yes	
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31	1.31		Landscape - Maintenance Period	LS	1	\$10,885.00	\$10,885.00	Yes	
Alternate A							\$86,000.00		
32	A1		Mobilization, Bonds & Insurance	LS	1	\$1,500.00	\$1,500.00	Yes	
33	A2		Splash Pad Surfacing	LS	1	\$84,500.00	\$84,500.00	Yes	

Line Item Subtotals

Section Title	Line Total
Base Bid	\$1,514,371.00
Alternate A	\$86,000.00
Grand Total	\$1,600,371.00

ATTACHMENT 3

Professional Services Agreement with Filippin Engineering, Inc

Project Name: Construction Management for Community Garden, San Jose Creek Multi-Purpose Path, and Armitos Park Improvements Project and the Jonny D. Wallis Neighborhood Park Splash Pad and Improvements Project

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
FILIPPIN ENGINEERING, INC.**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this _____ day of _____, 20____, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and FILIPPIN ENGINEERING, INC., a California Corporation (herein referred to as "CONSULTANT").

SECTION A. RECITALS

1. The CITY has a need for professional Construction Management, Inspection and Material Testing services for the Community Garden, San Jose Creek Multi-Purpose Path, and Armitos Park Improvements Project and Jonny D. Wallis Neighborhood Park Splash Pad and Improvements Project; and
2. The CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and
3. The CITY procured these services in compliance with Goleta Municipal Code Section 3.05.260.
4. The City Council, on this _____ day of _____, 20____, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

SECTION B. TERMS

1. RETENTION AS CONSULTANT

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

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

City of Goleta
Neighborhood Services and Filippin Engineering, Inc.
Page 1 of 14

Professional Construction Management, Inspection and Material Testing Services in conjunction with Community Garden, San Jose Creek Multi-Purpose Path, and Armitos Park Improvements Project and Jonny D. Wallis Neighborhood Park Splash Pad and Improvements Project. Services shall generally include as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

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

3. COMPENSATION AND PAYMENT

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$291,847 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until December 31, 2023, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

4. EXTRA SERVICES

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

the total compensation and shall not increase the not to exceed amount identified in Section 3.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

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

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to December 31, 2023 unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

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

7. OWNERSHIP OF DOCUMENTS

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

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

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

9. HOLD HARMLESS AND INDEMNITY

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

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

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

10. INSURANCE

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

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.
- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$1,000,000 per claim.

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

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

- d) Except for professional liability insurance, liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- e) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- f) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.
- g) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- h) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.
- i) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

11. RELATIONSHIP OF CONSULTANT TO CITY

The relationship of the CONSULTANT to CITY shall be that of an independent contractor and that in no event shall CONSULTANT be considered an officer, agent, servant or employee of CITY. CONSULTANT shall be solely

responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

12. CORRECTIONS

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

13. TERMINATION BY CITY

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

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

15. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this

AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

16. WAIVER; REMEDIES CUMULATIVE

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

17. CONFLICT OF INTEREST

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

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

21. NONDISCRIMINATION

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

22. TAXPAYER IDENTIFICATION NUMBER

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

23. NON-APPROPRIATION OF FUNDS

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

24. MODIFICATION OF AGREEMENT

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

25. USE OF THE TERM "CITY"

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

26. PERMITS AND LICENSES

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

27. CAPTIONS

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

28. AUTHORIZATION

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

29. ENTIRE AGREEMENT BETWEEN PARTIES

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

30. PARTIAL INVALIDITY

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

31. NOTICES

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

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

TO CONSULTANT: Filippin Engineering, Inc.
354 S. Fairview Avenue, D
Goleta, CA 93117

32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

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

CITY OF GOLETA

CONSULTANT

Robert Nisbet, City Manager

Gino Filippin, P.E
Principle Civil Engineer

ATTEST

Deborah Lopez, City Clerk

Kelly Wheeler, PE
Vice President

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:

A1BF8F806161498...

Winnie Cai, Assistant City Attorney

**EXHIBIT A
ATTACHMENT 1**

SCOPE OF WORK

TASK 1: SERVICES PRIOR TO CONSTRUCTION

Task 1 Scope: Services Prior to Construction - Resident Engineer w/ support from Construction Management Team	
<ul style="list-style-type: none"> Participate in Contract Documents review meeting(s) with the City, the Design Engineer, and Contractor Establish Quality Control and Quality Assurance Plan Document the project site 	<ul style="list-style-type: none"> Schedule, prepare for and Conduct precon meeting and distribute meeting minutes Submittal processing for long lead time equipment Establish communication procedures and Roles/ Responsibilities Matrix
Task 1 Deliverables	
<ul style="list-style-type: none"> Notice to Proceed for the Contractor Proposed Submittal List Preconstruction Meeting Agenda and Minutes 	<ul style="list-style-type: none"> Quality Control Plan and Quality Assurance Plan Preconstruction Condition Documentation

TASK 2: CONSTRUCTION MANAGEMENT SERVICES

Task 2.1 Scope: Project Management Services - Resident Engineer w/support from Construction Management Team	
<ul style="list-style-type: none"> Schedule preparation (coordinated w/ Contractor's schedule) Baseline & Monthly Schedule eval (actual vs. planned) Establish and maintain contract documentation procedures Maintain project files and records management Maintain RFI and Submittal Logs, and review and route as necessary, and prepare responses to RFI's and Submittals Coordination of outreach and construction activities b/w Contractor, design consultant, City Public Works, City Council reps, and external utility reps Communication with the Contractor, City staff, Design Engineer, O&M staff, environmental staff, city arborist, and external utility representatives as required Notification and coordination of project issues with all involved and appropriate City departments, public and private agencies, City residents, and the general public Evaluation and coordination of traffic control plans with City Public Works staff, and applicable affected organizations Maintain and monitor the project schedule and budget, development, administering, and tracking of CCO's Conduct weekly coordination meetings 	<ul style="list-style-type: none"> Monitor the Storm Water Pollution Prevention Plans (SWPPP) and Best Management Practices (BMPs) within project site Preparation of progress pay estimates, review of certified payrolls, preparation of Record Drawings Change order management (including cost tracking and estimated vs. actual expenditures) Draft and negotiate Change Orders for accuracy and relevance to the contract documents Construction Management Integrated Software will be used for the construction management of this project Photo/video site documentation before/during construction Prepare and submit monthly Project progress reports with monthly progress payment requests. Directing and coordinating with City Arborist and Environmental Consultant to ensure that environmental and mitigation monitoring requirements are met" Identification and resolution of safety issues Conduct Monthly Critical Path Method (CPM) Schedule and As Built meetings with the Contractor and subcontractors Verification of construction staking by the Contractor Monitor Contractor's daily work for contract doc compliance
Task 2.2 Scope: Construction Contract Administration - Resident Engineer w/ support from Construction Management Team	
<ul style="list-style-type: none"> Conduct Preconstruction Conference, Construction Kickoff and weekly meetings and distribute minutes Coordination of site meetings with Contractor, Design Engineer and City staff, and preparation and distribution of meeting minutes Review of Contractor's contract execution for compliance with contract documentation requirements (i.e. certified payroll, labor compliance, DBE) Coordination of Contractor's test plan & quality control plan 	<ul style="list-style-type: none"> Review Contractor's requests for information and route request to Design Engineer for resolution, as needed Completion of daily logs & weekly statement of working days Review of Contractor's pay requests and recommendations to City as to acceptability of request Communication with Contractor regarding acceptability of work Review of Contractor's submittals for compliance with Contract Documents
Task 2.3 Scope: Public Outreach and Coordination - Resident Engineer w/ support from Construction Management Team	
<ul style="list-style-type: none"> Lead and present in community meetings, workshops, and coordination with design and public outreach teams Stakeholder outreach – coordinate and conduct outreach in conjunction with City PIO and PM to local businesses, affected entities, residents, and other project stakeholders 	<ul style="list-style-type: none"> Disseminate project information to the public and media, as directed by the City Preconstruction conference – communicate Draft Outreach Plan to team for integration and finalization Schedule coordination – Outreach Plan is a living document affected by schedule, and will be continually updated

<ul style="list-style-type: none"> Community Meetings – prepare and host 24 anticipated meetings prior to project to communicate intent, details, inconveniences, benefits, and method for info distribution. Community Communication – fact sheets, door hangers, website updates for public communication. 		<ul style="list-style-type: none"> Utility coordination – communicate schedule updates as appropriate (or stay on top of Contractor to facilitate their communication to avoid delays.
Task 2.4 Scope: Change Order Management - Resident Engineer with support from Construction Management Team		
<ul style="list-style-type: none"> Review and evaluation of CCO requests and submittals Contract change order coordination b/w Contractor & City Evaluate and create a Time Impact Analysis Prepare Cost Request Bulletins and associated backup for negotiation of changes 		<ul style="list-style-type: none"> Investigation and inspection of site conditions that differ from those described in the Contract Documents Review of submittals in support, and recommendations for resolution of claims and disputes Receive and analyze Notice of Potential Claim
Task 2.5 Scope: Field Inspection - Senior Construction Inspector w/ support from Construction Management Team and Subs		
<ul style="list-style-type: none"> Review and inspection of Contractor's work for compliance with Contract Documents on a daily basis Monitor corrective actions for non compliant work Coordinate quality assurance materials testing services including creation of a Quality Assurance Plan that details the scheduling of typical materials testing, and scheduling of special inspections/testing identified in contract documents Coordinate with utility company representatives Quantity verification and Monthly Q sheets for progress payments Public relations Conflict and field issue identification 		<ul style="list-style-type: none"> Complete field inspection daily diaries – includes extra work/CCO dairy of work Maintain digital photographic records of work in progress Review of Contractor's compliance with all regulatory permits, mitigation measures, and approved SWPPP Coordinate biological and mitigation monitoring Review of Contractor's compliance with workplace safety and health standards and notification of City of non-compliance Review and approval of Contractor's survey layouts Punchlist for final inspection Maintain field record drawings Line and grade verification
Task 2 Deliverables		
<ul style="list-style-type: none"> Weekly Meeting Agendas & Minutes Monthly Progress Reports Submittal Log & Tracking of Response RFI Log and Tracking of Response Shop Drawing/Sample Log and Tracking of Response CCO Log and Tracking of Response Independent Cost Evaluation of all PCO's Bulletin Log and Tracking of Response 		<ul style="list-style-type: none"> Weekly Statements of Working Days Record Drawing Markups Labor Compliance Log SWPPP Compliance Log Daily Inspection Reports Daily Photographic Records Documentation in accordance with LAPM Quantity Backup information

TASK 3: POST CONSTRUCTION SERVICES AND CONSTRUCTION CLOSEOUT

Task 3.1 Scope: Substantial & Final Completion Services - Resident Engineer w/ support from Construction Management Team	
<ul style="list-style-type: none"> Site inspection to determine if facilities are complete and in compliance with Contract documents Preparation of punch list and inspection of punch list item corrective actions 	<ul style="list-style-type: none"> Recommendation to City as to the release of payments and retention to Contractor Oversight of mitigation monitoring and plant establishment plan
Task 3.2 Scope: Record Compilation and Submittal - Resident Engineer w/ support from Construction Management Team	
<ul style="list-style-type: none"> Verification and a signed certification that all as-built have been accurately updated, for work conducted during each payment cycle, prior to submitting the Contractor's payment request 	<ul style="list-style-type: none"> Preparation and submittal of a complete set of organized construction contract documentation Review submittals of any as-built drawings made by the Contractor during construction
Task 3.3 Scope: Obtaining Warranty and Lien Release Information from Contractor - Labor Compliance/OE w/ support from RE	
<ul style="list-style-type: none"> Coordinate with the Contractor to obtain all warranty and lien release information 	
Task 3.4 Scope: Final Electronic Submittals - Resident Engineer with support from Construction Management Team	
<ul style="list-style-type: none"> Project files will be kept and submitted in accordance with the Caltrans file system 	
Task 3 Deliverables	
<ul style="list-style-type: none"> Complete set of record drawings Recommendation for final payment and acceptance Notice of Completion Statement of Final Quantities and/or Final Balancing Change Order 	<ul style="list-style-type: none"> Compile outstanding claim information for closeout Electronic Copy of all Project Files in Caltrans standard recordkeeping guidelines. Hard Copy (if agency requested) of all Project Files in Caltrans format, consistent with electronic files.

TASK 4: QUALITY CONTROL PLAN

Task 4 Scope: Quality Control Plan - Resident Engineer with support from Construction Management Team and Subconsultants	
<ul style="list-style-type: none">• Establish and implement a Quality Control Plan that details all work required for the successful completion of this project, including:• Accuracy, completeness, and timeliness of meeting notes• Coordinating and negotiating contract change orders and claims management• Roles and Responsibilities Matrix	<ul style="list-style-type: none">• Progress payments• Labor compliance documentation• Consultant and Contractor budget tracking procedures• Definition of stakeholder constraints and success
Task 4 Deliverables	
<ul style="list-style-type: none">• Quality Control Plan and updates throughout the project	

**EXHIBIT B
ATTACHMENT 2**



EXHIBIT B
FILIPPIN ENGINEERING, INC.
BILLING RATES EFFECTIVE
JULY 1, 2022 to DECEMBER 31,
2023

Engineering

Engineering Technician	\$	120
Senior Engineering Technician	\$	130
Junior Engineer	\$	160
Assistant Engineer	\$	180
Associate Engineer	\$	190
Senior Engineer	\$	200
Principal Engineer	\$	215

General

Technical/Clerical Support	\$	106
Office Engineer	\$	120
Senior Program Manager	\$	200

Construction Management

Assistant Construction Manager	\$	170.00
Associate Construction Manager	\$	175.00
Senior Construction Manager	\$	200.00
Principal Construction Manager	\$	210.00
Senior Construction Inspector (PW)	\$	160.00
Chief Inspector/Owner's Rep (PW)	\$	165.00
(PW) Prevailing Wage		
Sub-Consultant		Cost + 5%
Reimbursable Expenses		Cost + 5%
Outside Consultant		Cost + 5%

Note 1: Reimbursable expenses include postage, shipping, outside plot and copy reproduction costs.

Note 2: On prevailing wage assignments, overtime rates for construction inspection = 1.3 X regular rate. Double time rates = 1.5 X regular rates. Overtime will not be performed unless authorized in writing by the client. Overtime is incurred as defined on the prevailing wage determination for construction inspector.

Note 3: Billing Rates subject to change for multiple year contracts in conjunction with labor increases, which will be calculated at an increase equal in a proportion equal to the CA DIR % increase issued yearly.

ATTACHMENT 4

Professional Services Agreement with Rincon Consultants, Inc

**Project Name: Environmental Services for the San Jose Creek Multi-Purpose Path,
Community Garden, and Armitos Park Improvements Project**

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
RINCON CONSULTANTS, INC.**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this _____ day of _____, 20____, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and RINCON CONSULTANTS, INC, a California Corporation (herein referred to as "CONSULTANT").

SECTION A. RECITALS

1. The CITY has a need for professional environmental services for biological surveys and monitoring, arborist monitoring and services, cultural monitoring, and mitigation management; and
2. The CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and
3. The CITY procured these services in compliance with Goleta Municipal Code Section 3.05.260.
4. The City Council, on this _____ day of _____, 20____, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

SECTION B. TERMS

1. RETENTION AS CONSULTANT

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

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional Environmental Services shall generally include biological surveys and monitoring, arborist monitoring and services,

cultural monitoring, and mitigation management as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

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

3. COMPENSATION AND PAYMENT

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$ 127,500.00 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until December 31, 2023, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

4. EXTRA SERVICES

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

5. CITY PROJECT MANAGER AND SERVICES BY CITY

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

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to December 31, 2023, unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

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

7. OWNERSHIP OF DOCUMENTS

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

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

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

9. HOLD HARMLESS AND INDEMNITY

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

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

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

10. INSURANCE

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

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage “occurrence” form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider’s commercial general liability policy.
- c) Workers’ Compensation insurance complying with California worker’s compensation laws, including statutory limits for workers’ compensation and an Employer’s Liability limit of \$1,000,000 per accident or disease.
- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$1,000,000 per claim.

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

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

- d) Except for professional liability insurance, liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- e) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- f) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.
- g) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- h) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.
- i) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

11. RELATIONSHIP OF CONSULTANT TO CITY

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

unemployment insurance, and any other employer obligations associated with the described work.

12. CORRECTIONS

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

13. TERMINATION BY CITY

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

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

15. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such

records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

16. WAIVER; REMEDIES CUMULATIVE

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

17. CONFLICT OF INTEREST

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

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

21. NONDISCRIMINATION

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

22. TAXPAYER IDENTIFICATION NUMBER

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

23. NON-APPROPRIATION OF FUNDS

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

24. MODIFICATION OF AGREEMENT

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

25. USE OF THE TERM "CITY"

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

26. PERMITS AND LICENSES

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

27. CAPTIONS

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

28. AUTHORIZATION

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

29. ENTIRE AGREEMENT BETWEEN PARTIES

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

30. PARTIAL INVALIDITY

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

31. NOTICES

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

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

TO CONSULTANT: Attention: Chris Julian, Principal
Rincon Consultants, Inc.
209 East Victoria Street
Santa Barbara, CA 93101

32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

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

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

CITY OF GOLETA

CONSULTANT

Robert Nisbet, City Manager

Steven Hongola, Vice President

ATTEST

Deborah Lopez, City Clerk

Lacrisa Divis, Chief Financial Officer

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:


A1B5F8F896161498...
Winnie Cai, Assistant City Attorney

**EXHIBIT A
ATTACHMENT 1**

Scope of Work

Task 1 Biological Surveys and Monitoring

The following tasks are for required pre-construction surveys based on the Project's BRA and Initial Study/Mitigated Negative Declaration (IS-MND) mitigation measures and agency permit conditions. The scope provided is for pre-construction surveys to determine if sensitive biological resources are present in the Project vicinity and to determine the appropriate avoidance measures to implement during pre-construction site preparation and construction activities.

Assumptions

- The Project time frame is approximately April 2023 through August 2026 for these tasks.
- A pre-construction monarch survey nor relocation of monarchs (BIO-6) will be needed as clusters are not anticipated in the Project area.
- BIO-8 which requires that a qualified arborist must determine the extent of the dripline of the Sister Witness Tree is not required as the project is not located near this tree.

Task 1.1 Pre-construction Clearance Surveys

Per BIO-1 and BIO-2, a Rincon biologist will conduct a pre-construction sensitive species survey of the Project area at least 2 weeks prior to construction activity to verify absence of sensitive species, including protected reptiles and amphibians, within the Project area as well as a minimum 50-foot buffer surrounding Project disturbance limits. Detection of active nests will be completed under the Pre-construction Nesting Bird Survey Task 1.2.

If sensitive species are present, the biologist will map the locations of sensitive species to be shown on Project figures, and flag the location(s) in the field. Locations of potential sensitive species will be depicted graphically in ArcGIS. If avoidance is not feasible, any non-listed special status species that are found shall be relocated from the Project area either through direct capture or passive exclusion completed at least 48 hours prior to construction. Following relocation, wildlife exclusion fence may be installed (under direction of the biologist) to prevent wildlife from reentering the Project area, if necessary. If federally or state listed species are found, USFWS and/or CDFW permits may be necessary and can be completed under a separate scope of work.

A brief Pre-construction Survey Summary Memo documenting the methods and results of the pre-construction surveys outlined in Tasks 1.1, 1.2, and 1.3 will be prepared and submitted to the City prior to start of construction activities.

Assumptions

- This task includes up to 2 days (8 hours each) pre-construction survey and 2 days of fence installation monitoring plus 4 hours reporting.

- A lapse of no more than 48 hours will occur during construction following initiation of construction activities following the initial pre-construction survey.
- In the event of a lapse of more than 48 hours between construction activities, additional pre-construction clearance surveys can be provided under a separate scope and cost
- No federally or state listed species will be detected within the Project area and no follow up agency consultation or permitting will be required

Task 1.2 Pre-construction Nesting Bird Surveys

Per BIO-3, Rincon biologist will conduct a nesting bird survey of the Project area, including a 100-foot buffer, to confirm the presence/absence of nesting birds and/or nesting activity. The survey will be completed no more than 2 weeks prior to initiation of construction activity. We will identify avian species present and determine if such species are subject to protection under the California Fish and Game Code (CFG) and the Migratory Bird Treaty Act (MBTA). The biologists will survey for nests as well as breeding/nesting behavior such as courtship displays, copulation, vegetation or food carry, presence of fledglings, and territorial displays (e.g., singing or aggression).

If active nests are identified within Project area, an avoidance buffer will be demarcated. If avoidance is not possible, construction activities may be delayed until the young have fledged (are no longer dependent on the nest) or appropriate mitigation measures for the specific nest and situation are developed and implemented, following consultation with the USFWS and CDFW, as required. Rincon will evaluate the status of any nest(s) found and provide information on the scope of work and cost associated with monitoring and establishment of avoidance buffers (installation of staking/flagging), if necessary.

A brief Pre-construction Survey Summary Memo documenting the methods and results of the pre-construction surveys outlined in Tasks 1.1, 1.2, and 1.3 will be prepared and submitted to the City prior to initial grading activities.

Assumptions

- Construction activities will be initiated during nesting season.
- This task includes one (8 hour) pre-construction nesting bird survey and up to 4 additional surveys (8 hours each) plus 4 hours reporting.
- Any additional nest monitoring or surveys will require additional scope and budget. As an OPTIONAL task, Rincon has included up to 32 hours for an Associate Biologist and up to 1 hour for a Senior Biologist in the event that additional nest monitoring or surveys are required. Additionally includes project management and client coordination, exclusive of Task 5.

Task 1.3 Pre-construction Bat Surveys

Per BIO-5, within 30 days prior to the commencement of pre-construction activities, a daytime visual and nighttime fly-out acoustic survey for bats will be conducted. The daytime survey will consist of scanning adjacent trees and artificial structures for suitable roosting sights and searching the ground below for bat guano. Following the daytime survey, a nighttime emergence fly-out survey will be conducted to detect any bats that are roosting in tree bark and tree cavities. The surveys will include trees and woodland areas within the Project area. To observe and/or record emerging bats, the nighttime emergence survey will occur for approximately 5 hours starting at one-hour prior to darkness.

Acoustic bat detection devices will be used during the nighttime survey to record the inaudible ultrasonic (echolocation) calls of emerging bats, including a Pettersson D240x and a Wildlife Acoustics EchoMeter Touch that uses Kaleidoscope Pro Analytics. These detection devices allow for a full-spectrum call analysis to be performed that will result in the identification of different species and their activities without handling individuals. In addition to the species data collected on site, the abiotic conditions will also be documented, including relative humidity, temperature, wind speed, and moon phase throughout the night.

In accordance with the ISMND (BIO-05), if roosting bats are observed, the biologist will map their location and establish an avoidance buffer (50-250' depending on activity and species detected, as determined by the biologist and following CDFW notification, as required). If a bat roosting colony is present and cannot be avoided by Project activities, Rincon can provide support in consultation with CDFW to determine the appropriate course of action under a separate scope and cost.

A brief Pre-construction Survey Summary Memo documenting the methods and results of the pre-construction surveys outlined in Tasks 1.1, 1.2, and 1.3 will be prepared and submitted to the City prior to construction activities.

Assumptions

- No bat roosting colony will be detected, and no bat exclusion measures will be installed, or agency consultation will be required.
- This task includes one (10 hour per person) bat survey (2 biologists) with overnight accommodations, plus 8 hours reporting.

Task 1.4 Biological Monitoring During Vegetation Removal

Per BIO-2, BIO-3, BIO-4, BIO-7, Rincon will provide biological compliance monitoring of initial vegetation removal activities to verify absence of special status species, and relocate species (reptiles and amphibians as per BIO-3) out of harm's way, if necessary. The biologist will also inspect any wildlife exclusion fencing (if installed) on a weekly basis to verify the fencing is properly installed, maintained, and effective. The biologist will also inspect the installation of the erosion control materials as it pertains to the Project site (BIO-4); this does not include erosion control inspection for the Stormwater and pollution Prevention Plan (SWPPP) or overall site integrity.

Rincon will provide the City with a brief Construction Monitoring Summary Memo following completion of construction activities.

Rincon will prepare a Worker Environmental Awareness Program (WEAP; BIO-7) presentation and handout and will provide a training session for all Project personnel involved with vegetation removal/thinning prior to the start of construction. The training will include discussion of sensitive environmental resources known to occur or potentially occurring within the Project area, as well as invasive species education and BMPs to be implemented to avoid introduction and spread of said species. The training handout will be readily available at the Project site to be provided to Project personnel as needed. The initial training event and additional on-site trainings for new personnel will be completed under this task.

Assumptions

- This task will occur during initial vegetation clearing/ground disturbance for up to 5 days (8 hours on-site), and up to 8 hours for summary reporting.
- This task cost includes preparation of WEAP materials. The WEAP training sessions can be conducted concurrently with the initial monitoring during vegetation removal.
- Limits of the riparian area will be staked by the General Contractor per BIO-11; the biologist will be present on-site for up to 8 hours to help guide the General Contractor. The biologist will coordinate with the General Contractor as needed on the days they are already on-site conducting monitoring.
- Any additional weekly inspections will require additional scope and budget. As an OPTIONAL Task, Rincon has included optional weekly monitoring of wildlife and wildlife exclusion fencing, comprised of up to 4 hours per inspection, maximum of 16 inspections, by an Associate Biologist (64 hours), plus up to 3 hours for a Senior Biologist in the event that it is required. Includes project management and client coordination, exclusive of Task 5.

Task 1.5 Johnny D. Wallis Park Pre-construction Nesting Bird Surveys

A Rincon biologist will conduct a nesting bird survey of the Johnny D. Wallis Park Splash Pad project area, including a 100-foot buffer of adjacent riparian vegetation, to confirm the presence/absence of nesting birds and/or nesting activity. The survey will be completed no more than 2 weeks prior to initiation of construction activity. We will identify avian species present and determine if such species are subject to protection under the California FGC and the MBTA. The biologists will survey for nests as well as breeding/nesting behavior such as courtship displays, copulation, vegetation or food carry, presence of fledglings, and territorial displays (e.g., singing or aggression).

If active nests are identified within the project area, an avoidance buffer will be demarcated. If avoidance is not possible, construction activities may be delayed until the young have fledged (are no longer dependent on the nest) or appropriate mitigation measures for the specific nest and situation are developed and implemented. Rincon will evaluate the status of any nest(s) found and provide information on the scope of work and cost associated with monitoring and establishment of avoidance buffers (installation of staking/flagging), if necessary.

A brief nesting bird summary results email will be prepared and submitted to the City following the survey and prior to initial grading activities.

Assumptions

- Construction activities will be initiated during nesting season.
- This task includes one (8 hour) pre-construction nesting bird survey and email summary.
- Any additional nest monitoring or surveys will require additional scope and budget.

Task 2 Arborist Monitoring

The City of Goleta's "Contract Bidding Documents, Specifications and Standard Drawings for the Community Garden, San Jose Creek Multi-Purpose Path, and Armitos Park Improvements, Projects Numbers 9007 and 9084" contains three specifications regarding arborist services for the San Jose Multi-Purpose Path project as follows:

- 1) 300-1.1.n: City's arborist shall be on site during all grading and excavation. Notify the City 48 hours in advance of grading operations.
- 2) 300-1.6.A.4: All trimming, pruning or removal of trees shall be done by or monitored by an ISA Certified Arborist or Tree Worker and be in accordance with current ISA Standards.
- 3) 801-1: No pruning of the tree canopy shall be permitted without written recommendation of a certified arborist submitted and approved by the Engineer. Failure to properly protect the identified trees may result in charges against the Contractor's account based on the assessed value of the tree and other damages once valued by a certified arborist.

Based on these specified services, the following tasks are proposed.

Task 2.1 Arborist Monitoring During Grading and Excavation

Per BIO-9 and the Project specifications, a Rincon International Society of Arboriculture (ISA) Certified Arborist (arborist) will monitor all grading and excavation activities adjacent to trees on site, including activities that could impact tree roots, trunks, and crowns. The arborist will also monitor all trimming, pruning, or removal of trees, which is anticipated to occur exclusively within the grading phase of this project. Arborist observations will be documented using daily monitoring log notes and photographs.

Assumptions

- This scope includes 10 days of monitoring with each day including 8 hours of on-site monitoring, 1 hour of travel time, and 1 hour of data management time.
- Limits of the Tree Protection Zone (TPZ) will be staked by the General Contractor per BIO-9. Limits of the riparian area will be staked by the General Contractor per BIO-11; the biologist will be present on-site for up to 8 hours to help guide the General Contractor as described in Task 1.4. The arborist will coordinate with the General Contractor as needed on the days they are already on-site conducting monitoring.
- BIO-10 which requires each potentially impacted tree to be tagged was conducted and completed by Rincon as part of our previous work on this Project.

Task 2.2 Arborist Monitoring Report

The Arborist's notes and photographs from monitoring during the grading and excavation phase will be summarized in a report that will be provided to the City within three weeks of the conclusion of the grading and excavation phase. This report will include:

- A narrative summary of monitoring observations
- A tree location map
- A tree photograph index
- The daily monitoring logs

Optional Task 2.3 Additional Arborist Monitoring and Reporting

In the event that arborist monitoring is needed outside of the grading and excavation phase, this task includes two additional site visits for monitoring, with each visit including 4 hours of on-site monitoring, 1 hour of travel time, and 1 hour of data management time. This task also includes additional staff time for updating the Arborist Monitoring Report.

Assumptions

- This scope of work assumes arborist will monitor construction activity impacting the 24 protected trees identified in Rincon's 2019 Biological Resource Assessment. Monitoring, data collection, mapping, and reporting for additional trees can be performed on a time and materials basis following written authorization from client.
- Includes project management and client coordination, exclusive of Task 5.

Task 3 Cultural Resources Monitoring

Task 3.1 Cultural Resources Monitoring During Grading and Excavation

In accordance with Mitigation Measure CUL-1 for the Project, Rincon will provide a cultural resources specialist to observe project-related ground disturbing activities. Monitors will observe soil disturbances, inspect exposed soils, and will re-direct equipment in the event potential resources are encountered. The monitor will conduct a cursory inspection of any discoveries; however, in the event resources potentially significant under CEQA are encountered, they may require further investigation beyond the scope of work described here. The cultural resources monitor will prepare daily monitoring logs that include a description of construction activities, hours billed and on site, soil parameters (color, grain size, sediments, presence of paleosols, etc.), and cultural materials identified, if any. The monitoring logs will be reviewed as necessary by a Rincon senior archaeologist and filed within Rincon's Santa Barbara office. Rincon understands that ground disturbing activities are expected to be 15 days consisting of eight (8) hours of monitoring a day.

If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbances shall occur at the location of the find until the County Coroner has made the necessary findings regarding origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission (NAHC). Any coordination effort with the NAHC or most likely descendent (MLD) will require a scope and budget augmentation.

Assumptions

- For the purposes of this proposal, Rincon assumes that monitoring will not exceed eight (8) hours per day or 40 hours per week. Should workdays exceed eight (8) hours or work weeks exceed 40 hours, a budget augmentation will be requested to compensate for the additional overtime. A four (4) hour minimum will be charged for each day a monitor is present on the project site, or when work is cancelled with less than 24 hours' notice from the client or construction team. This task includes all time needed for monitoring, travel, and monitoring log creation. This scope and cost does not include analysis, preparation, or documentation of identified cultural resources discovered during monitoring. Rincon assumes no cultural resources will be encountered during monitoring. A scope and budget augmentation will be requested to address finds during monitoring.

Task 3.2 Negative Findings Letter Report

Upon completion of the monitoring and assuming negative findings, Rincon will prepare a negative findings letter report that summarizes the methods and results of the monitoring and includes a map of the area monitored for cultural resources. Rincon assumes that a letter report will be acceptable to the City of Goleta. If resources that require recording are discovered during monitoring, Rincon will prepare

a change order and budget augmentation to cover the additional reporting costs for recording the resource and preparing a positive construction monitoring report. Rincon will submit this report to the City of Goleta and the Central Coast Information Center at the Santa Barbara Museum of Natural History.

Task 4 Mitigation Management

Task 4.1 Mitigation Installation Oversight

The Restoration Ecologist, or an ISA Certified Arborist or Staff Biologist under the direction of the Restoration Ecologist, will provide oversight of the City-contracted Landscape Contractor who will install the mitigation trees within the Project footprint. Oversight will be conducted in accordance with the Restoration Plan and the Planting Plan (RRM Design Group 2022). The Restoration Ecologist will provide oversight during installation, including on-site direction and email/phone communication. The Restoration Ecologist will inspect the trees from the nursery to ensure the plants and seeds are free of pests, are viable, and are the correct approved totals and species.

The City has established the first 120 days after the completion of the mitigation installation as a 120-Plant Establishment Period (PEP)¹ which would be considered part of the 5-year maintenance and monitoring period. The Restoration Ecologist or a qualified biologist under their direct supervision will conduct monthly² qualitative restoration monitoring visits during this 120-day period; four monthly qualitative monitoring visits will be conducted. Qualitative monitoring will include inspection of the mitigation trees, including a qualitative estimate of plant health, weed cover, and erosional issues. Photographs from fixed photo points will also be taken. These photo point locations will be established at the time of tree installation. The Restoration Specialist will provide recommendations for tree survival, weed removal, irrigation repair and schedule, and general housekeeping to the City to be conveyed to the Landscape Contractor in the form of a brief email after each site visit. At the end of the 120-day PEP, the Restoration Ecologist will attend one on-site project close out or “punch list” meeting with the City and the Landscape Contractor.

Assumptions

- One site kick-off meeting will occur, attended by the Restoration Ecologist. The kick-off will be completed on-site within a 4-hour period.
- The Restoration Ecologist, or an ISA Certified Arborist or Associate Biologist under the direction of the Restoration Ecologist, will be present on-site to direct work and inspect the nursery stock during installation of the mitigation trees. The trees will be installed within 3 days, 8 hours on-site each day.
- Qualitative visits will be conducted by one biologist for up to 4 hours on-site, 4 visits total.
- A GIS-based As Built figure will be prepared to document the mitigation installation effort to be used in future Annual Mitigation Reports as required by the permitting agencies and as stated in the Creekside Habitat Restoration and Enhancement Plan. It is expected that the tree installation will

¹ The Restoration Plan established a 90-day PEP; however, the city has subsequently established a 120-day PEP.

² The Restoration Plan established bi-weekly monitoring during the first 90-days for plants that would have been 1-gallons; however, as mitigation trees will now be installed as 15-gallons, monthly monitoring would be more appropriate.

closely follow the Planting Plan and the City will provide the CADD layer of the tree planting locations.

- The on-site project close out or “punch list” meeting will not exceed 4 hours on-site and will be attended by the Restoration Ecologist.
- California sycamores (*Platanus racemosa*) are included in the Planting Plan per BIO-12.

Optional Task 4.2 5-year Mitigation Monitoring and Reporting Period

As an optional task, Rincon can perform the mitigation monitoring and reporting during the 5-year maintenance period as required by the Restoration Plan. If installation is completed as of August 2023, Rincon estimates the 5-year maintenance and monitoring period would begin September 2023 and extend through August 2028.

- **Restoration Monitoring Visits.** Rincon will conduct qualitative restoration monitoring visits every month during the remainder of Year 1 and twice per year during Year 2 through Year 5, per the Restoration Plan. Monitoring will include inspection of the planting area, including a qualitative estimate of tree health, survivorship, weed cover, erosional issues, irrigation status, and achievement of success criteria set forth in the Restoration Plan. Additionally, the monitoring visits will include taking photos from the fixed photo points.
- **Mid-year Status Update for the City.** Rincon will submit a mid-year status email update to the City within two weeks of the completion of each year’s spring monitoring event. The brief status email update will summarize the conclusions of the spring monitoring visit, analyze the restoration site in relation to project success criteria, and outline the corrective actions for the Landscape Contractor to employ to help ensure achievement of project success criteria.
- **Annual Restoration Monitoring Reports for the City and Natural Resource Permitting Agencies.** Rincon will prepare Annual Restoration Monitoring Reports to summarize the methods, results, and conclusions of the monitoring visits and analyze the restoration site in relation to project success criteria across all monitoring years. Photographs from the fixed photo points will be included to document current site conditions in relation to conditions at the time of installation. As part of the Annual Restoration Monitoring Report transmittal to the City, we will provide recommendations for the City to employ to help ensure achievement of required project success criteria. We will submit the Annual Restoration Monitoring Reports to the City for review within one month of the end of each restoration year. The report would also be due to CDFW at the end of each monitoring year.

Assumptions

- Maintenance will be conducted by the City.
- No replacement planting by the City or coordination of replacement planting by Rincon will be needed.
- Qualitative monitoring will be conducted by the Restoration Ecologist or a qualified Staff Biologist under the Ecologist’s direct supervision, for a total of 16 visits.
- Four mid-year status email updates will be submitted to the City.
- Five Annual Restoration Monitoring Reports will be prepared and submitted via email to the City. We will incorporate one round of comments from the City.
- Includes project management and client coordination for the remainder of Year 1 through Year 5, exclusive of Task 5.

Task 5 Project Management and Client Coordination

Ms. Yuling Huo, ISA Certified Arborist will serve as Project Manager and Lead Arborist, supported by Ms. Julie Love, MESM who will serve as Restoration Ecologist, and who previously managed the multi-purpose path portion of the Project. It is imperative that Rincon maintain close communication with the City throughout the Project. Diligent communication, coordination, and Project oversight will help ensure that the pre-construction surveys are done in a timely manner to allow for construction to begin on time, and that reports are submitted to the City and the permitting agencies in a timely manner. Project management will also include regular telephone and e-mail communications, status updates, diligent safety documentation and preparation of a Health and Safety Plan, and a pre-project kick-off meeting.

Schedule

Rincon understands that construction is projected to begin in April 2023, will extend for 100 working days, and will be completed in approximately August 2023. Due to pre-construction surveys that are required before construction begins and reporting requirements that are required after construction is completed, Rincon estimates our scope of work will be conducted over an approximate 6-month timeframe, from approximately late March 2023 through early September 2023. If the Optional Task 4.2 for the 5-year Mitigation Monitoring and Reporting is awarded, the schedule would be extended approximately through September 2028 (one month after the 5-year period ends to account for annual reporting).

Cost and Contract Terms

Rincon can complete this full scope of work for an estimated not-to-exceed budget of **\$159,001**, comprised of **\$106,524** for requested services and **\$52,478** for optional services. A summary of costs by task is provided below. A detailed cost breakdown is provided as Attachment 1.

Summary of Costs by Task

Tasks		Labor	Direct Expense	Budget
Task 1	Biological Surveys and Monitoring	\$27,160	\$1,742	\$28,902
Task 2	Arborist Monitoring	\$24,135	\$1,128	\$25,263
Task 3	Cultural Resources Monitoring	\$22,914	\$6,028	\$28,942
Task 4	Mitigation Management	\$14,129	\$810	\$14,939
Task 5	Project Management and Client Coordination	\$8,478	-	\$8,478
Subtotal for Required Tasks		\$96,816	\$9,708	\$106,524
Optional Task 1.2	Additional Pre-construction Nesting Bird Surveys	\$5,604	-	\$5,604
Optional Task 1.4	Additional Biological Monitoring During Vegetation Removal	\$10,649	\$1,440	\$12,089
Optional Task 2.3	Additional Arborist Monitoring and Reporting	\$3,104	\$180	\$3,284
Optional Task 4.2	5-year Mitigation Monitoring and Reporting	\$31,501	-	\$31,501
Subtotal for Optional Tasks		\$50,858	\$1,620	\$52,478

Total Project Budget	\$147,674	\$11,328	\$159,001
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We are prepared to initiate this project immediately following receipt of a signed contract and written Notice to Proceed (NTP). All work would be billed on a time and materials basis in accordance with a mutually agreeable contract and the Project-specific Rincon 2023 Fee Schedule (Attachment 2).

Additional services beyond those identified herein would be provided, at your request, on a time and materials expense reimbursement basis in accordance with our fee schedule. No other services would be provided without your express written authorization.

EXHIBIT B
ATTACHMENT 2

Attachment 2

Cost Estimate Details

				Principal I	Senior Supervisor II	Supervisor I	Senior Professional I	Professional IV	Professional III	Professional II	Professional I	Associate I	Senior GIS Specialist	Publishing Specialist	Clerical	
Rincon Labor Classification →																
Tasks	Labor Cost	Direct Expense	Hours	\$285	\$268	\$250	\$218	\$194	\$180	\$160	\$143	\$100	\$172	\$110	\$98	
Task 1 Biological Surveys and Monitoring																
Task 1.1	Pre-construction Clearance Surveys and Reporting	\$5,791	40	0.5			1				36		1	1		
Task 1.2	Pre-construction Nesting Bird Surveys and Reporting	\$2,170	15								12		2	1		
Task 1.3	Pre-construction Bat Surveys and Reporting	\$6,069	\$998	35	0.5		2	12		18			1	1		
Task 1.4	Biological Monitoring During Vegetation Removal and Reporting	\$11,383	\$654	74	1.5		4.5	2	4		62					
Task 1.5	Johnny D. Wallis Park Pre-construction Nesting Bird Surveys and Reporting	\$1,749	\$90	12	0.5				1		8		1	1		
Task Subtotal		\$27,160	\$1,742	175	3		8	14	5	18	118		5	4		
Task 2 Arborist Monitoring																
Task 2.1	Arborist Monitoring During Grading and Excavation	\$19,400	\$1,128	100				100								
Task 2.2	Arborist Monitoring Report	\$4,735		26	1			6	10				8	1		
Task Subtotal		\$24,135	\$1,128	126	1			106	10				8	1		
Task 3 Cultural Resources Monitoring																
Task 3.1	Cultural Resources Monitoring	\$19,383	\$6,028	163	3	3		20				135	2			
Task 3.2	Negative Letter Report	\$3,531		20	1	1		4		12			1	1		
Task Subtotal		\$22,914	\$6,028	183	4	4		24		12		135	3	1		
Task 4 Mitigation Management																
Task 4.1	Mitigation Installation Oversight	\$14,129	\$810	72	1		15	33		22			1			
Task 5 Project Management and Client Coordination																
Project Management and Client Coordination		\$8,478		44	2		6	30							6	
SUBTOTAL COST FOR REQUIRED TASKS		\$96,816	\$9,708	600												
Optional Tasks																
Optional Task 1.2	Follow up for Pre-construction Nesting Bird Surveys	\$5,604		37	0.5		0.5				32					
Optional Task 1.4	Additional Biological Monitoring During Vegetation Removal	\$10,649	\$1,440	71	1		2				64					
Optional Task 2.3	Additional Arborist Monitoring and Reporting	\$3,104	\$180	16				12								
Optional Task 4.2	5-year Mitigation Monitoring and Reporting Period	\$31,501		193	1		10	40		104			2	5	27	
SUBTOTAL COST FOR OPTIONAL TASKS		\$50,858	\$1,620	317												
TOTAL PROJECT BUDGET (Required and Optional Tasks)		\$147,674	\$11,328		\$3,848	\$1,072	\$7,750	\$2,180	\$53,350	\$2,700	\$24,960	\$25,454	\$13,500	\$3,268	\$1,210	\$3,234
Subtotal - Direct Cost Detail (Required and Optional Tasks)																
Vehicle Costs				\$5,913												
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)				\$570												
Pettersson Bat Ultrasound Detector/Recording Equipment				\$170												
GSA Per Diem				\$4,675												
Subtotal Direct Costs (Required and Optional Tasks)				\$11,328												

Total Project – Summary (Required and Optional Tasks)	
Labor Subtotal	\$147,674
Direct Costs Subtotal	\$11,328
TOTAL PROJECT BUDGET (Required and Optional Tasks)	\$159,001
Professional Services are based on Rincon's standard fee schedule and labor classifications. The above is provided as an estimate of Rincon's effort per task. Rincon may reallocate budget between staff and tasks, as long as the total contract price is not exceeded.	
Annual Escalation. Standard rates subject to 3% escalation annually.	

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