



TO: Mayor and Councilmembers

FROM: Vyto Adomaitis, Neighborhood Services and Public Safety Director

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

SUBJECT: Award of Construction and Construction Management, Inspection and Testing (CMIT) Contracts for the Hollister/Kellogg Park Project and San Jose Creek Bike Path Middle Extent Segment 1

RECOMMENDATION:

- A. Authorize the City Manager to execute a construction contract with C.S. Legacy Construction, Inc., for the Hollister/Kellogg Park Project in an amount not to exceed \$3,592,171, subject to the requirements of the contract documents (Attachment 1); and
- B. Authorize the City Manager to approve contingency contract change orders for the Hollister/Kellogg Park Project, if necessary, in an amount not to exceed \$538,825; and
- C. Authorize the City Manager to execute a consultant services agreement with Filippin Engineering, Inc., in an amount not to exceed \$467,709 for Construction Management, Inspection and Testing Services for the Hollister/Kellogg Park Project (Attachment 2); and
- D. Approve an additional appropriation of \$826,293 from Fund 221 (Park DIF) to CIP Project 9035 – Hollister/Kellogg Park Project account 221-5-9035-706

BACKGROUND:

Hollister/Kellogg Park Project is a proposed four-acre neighborhood park to be located on the east side of Kellogg Avenue, north of Hollister Avenue, on property identified as 170 S. Kellogg Avenue, Assessor's Parcel No. 071-090-090 in Old Town Goleta.

The San Jose Creek Bike Path Middle Extent Segment 1 (Bike Path) has been added to this project in an effort to coordinate physical and fiscal resources and provide access for residents to the new park from Armitos Drive.

DISCUSSION:

On March 6, 2018, the City Council authorized staff to advertise for construction of the Hollister/Kellogg Park Project to include the planned Bike Path component on the property. These bid documents included an alternate bid that would construct the remaining portion of the Bike Path that extends to Armitos Park on Armitos Avenue.

Staff solicited competitive bids for the Hollister/Kellogg Park Project and San Jose Creek Bike Path Middle Extent Segment 1 (Project) on the City's website and Construction Bidboard (eBidboard) on March 9, 2018. The sealed bids were opened at City Hall on Monday, April 16, 2018. A total of five bids were received. A summary of the bids received is shown in the table below.

Contractor	City	Bid Amount
C.S. Legacy Construction, Inc.	Ontario	\$3,624,046
Granite Construction	Santa Barbara	\$3,999,957
LASH Construction, Inc.	Santa Barbara	\$4,480,306
Landscape Support Services	Sherman Oaks	\$4,717,538
Newton Construction Management	San Luis Obispo	\$4,727,538

This bid document had requested pricing for two different types of playground surfacing; engineered wood fiber and a poured in place product. Based on the City Council discussion related to playground surfacing on Tuesday, April 3, 2018, Staff has recommended that this project move forward with the pour-in-place playground surfacing. As indicated at the meeting of April 3, staff has included copies of the current Materials Safety Data Sheets (MSDS) for the product that was specified, listed as Attachment 3. The bid amounts reflected above provide for the construction of the Project with the poured-in-place playground surfacing.

The apparent low bidder is C.S. Legacy Construction, Inc. Staff has reviewed the bid, investigated the contractor and has determined C.S. Legacy Construction, Inc. to be responsive to the bid solicitation and have no reservations about the contractor's ability to perform the advertised work, within the required deadlines. The Final Site Plan is included as Attachment 4 to this report.

Therefore, staff recommends that Council award a construction contract for the Project to C.S. Legacy Construction, Inc. A proposed contract with C.S. Legacy Construction, Inc. in the amount of \$3,592,171 is included as Attachment 1. The plans and specifications are available in the City Clerk's Office and online at <http://www.cityofgoleta.org/i-want-to/view/city-bid-opportunities>. Staff is also requesting that the City Manager be given authority to approve contract change orders up to \$538,825 above the bid price. The contingency fund for this project has been established at 15% of the construction costs due to known soil issues on the adjacent properties. The timeline associated to this project is tight and staff need to have the flexibility and resources to mobilize corrective actions should this become an issue on this project.

Construction Management

Staff solicited proposals for construction management for this Project and received three responses. Staff reviewed all three proposals and has determined that Filippin Engineering, Inc. should provide Construction Management, Inspection and Testing (CMIT) for the Project. Filippin Engineering, Inc. is listed on the City's pre-approved on-call list of consultants and staff is recommending Filippin Engineering, Inc., due to their considerable experience in managing similar projects and understanding of the Project and timeline for delivery. Filippin Engineering, Inc. has not participated in the planning or design phases of the Project.

Therefore, staff recommends that Council award a Professional Services Contract for CMIT to Filippin Engineering, Inc. A proposed contract with Filippin Engineering, Inc. in the amount of \$467,709 is included as Attachment 2.

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

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

Strategic Goal: Address infrastructure improvements in Old Town

FISCAL IMPACTS:

This project is funded primarily with Park Development Impact Fees and a grant from the California State Parks Department. The total cost for the Project is based on a \$3,592,171 bid, with additional costs for contingencies, construction management and design support during construction, which totals \$5,038,705, as shown in the following table:

Hollister/Kellogg Park Project & Bike Path	Amount
Construction Contract	\$3,592,171
Construction Contingency	\$538,825
Construction Management	\$467,709
Additional Expenses to complete the project (i.e. Phase Two: Splash Pad Construction Documents & Installation of Splash Pad, Signs, Arborist Monitoring, Permits)	\$440,000
TOTAL	\$5,038,705

The increase in costs is attributable to the addition of the Bike Path in the Project, which did not have identified funding, the addition of the construction management to oversee the project, the increase in the contingency funding and increased expenses for the future splash pad.

The breakdown of funding for this project is listed below:

Hollister/Kellogg Park Project				
Account	Fund Type	FY 2017-18 (Existing/ Current/ Approved) Allocations	(Revised Allocations /unfunded amount/ Additional Appropriation Requested)	(Total Appropriation/ not to exceed amount)
221-5-9035-705	Park Development Fees	\$1,642,899	\$826,293	\$2,468,400
221-5-9035-706	Park Development Fees	\$909,513	\$0	\$909,513
221-5-9035-704	Park Development Fees	\$350,000	\$0	\$350,000
301-5-9035-705	State Park Grant	\$910,000	\$0	\$910,000
		FY 2018-19 ADOPTED		
221-5-9035-706	Park Development Fees	\$400,000	\$0	\$400,000
	TOTAL	\$4,212,412	\$826,293	\$5,038,705

ALTERNATIVES:

The Council may elect to reject all bids and direct staff to re-bid the projects. However, doing so would significantly delay project construction and would result in the loss of the \$910,000 grant received from State Parks.


Reviewed By:


Carmen Nichols
Deputy City Manager

Legal Review By:


Michael Jenkins
City Attorney

Approved By:


Michelle Greene
City Manager

ATTACHMENTS:

1. Construction Contract with C.S. Legacy Construction, Inc.
2. Professional Services Agreement for Construction Management, Inspection and Testing with Filippin Engineering, Inc.
3. Pour in Place product specifications and MSDS Sheets
4. Final Site Plan

ATTACHMENT 1:

Construction Contract with C.S. Legacy Construction, Inc.

**PUBLIC WORKS AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
C.S. LEGACY CONSTRUCTION, INC.**

This Public Works Agreement (herein referred to as "AGREEMENT") is made and entered into this 1st day of May, 2018, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **C.S. LEGACY CONSTRUCTION, INC.**, a California Corporation (hereinafter referred to as "CONTRACTOR").

R E C I T A L S

A. Pursuant to the Notice Inviting Sealed Bids for Hollister/Kellogg Park Project bids were received, publicly opened, and declared on the date specified in the notice.

B. On May 1, 2018, Goleta's City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR.

C. The City Council, on this 1st day of May, 2018, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT with CONTRACTOR for furnishing labor, equipment and material for the Hollister/Kellogg Park Project in the City of Goleta.

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

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 Hollister/Kellogg Park Project in the City of Goleta. The work shall be performed in accordance with the Plans and Specifications dated (and as generally described in the "Notice Inviting 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 Agreement 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 agreement, the provisions of this Agreement, and the Standard Specifications, in that order, shall control. Collectively, these contract documents constitute the complete agreement 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 200 calendar days from the date of the notice to proceed. By signing this Agreement, 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 \$1,000 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 Agreement. 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: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and CONTRACTOR and any subcontractor under it shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

CONTRACTOR shall forfeit, as a penalty to CITY, twenty-five dollars (\$25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any subcontractor under it, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in violation of the 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 Agreement 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 agreement, 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 Agreement 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 Agreement 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 Agreement. 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 Agreement, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications.
12. ASSIGNMENT: This Agreement 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 Agreement 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 Agreement 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 Agreement. 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 Agreement will continue in full force and effect provided that it does not frustrate the mutual intent of the parties herein.
18. **WHOLE AGREEMENT:** This Agreement 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 Agreement 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

Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. This Agreement 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 Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. 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: Michelle Greene, City Manager

CONTRACTOR:
C.S. LEGACY CONSTRUCTION, INC
1704 Unit B South Grove Avenue
Ontario, CA 91761
Attn: Gregg Strumpf

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 Agreement 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 Agreement 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 Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement 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 Agreement shall be governed by the laws of the State of California, and exclusive venue for any action involving this Agreement will be in Santa Barbara County.

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

This Agreement is executed on this 1st day of May 2018, at Goleta, California, and effective as of May 1, 2018.

CITY OF GOLETA:

Michelle Greene, City Manager

ATTEST:

Deborah Lopez, City Clerk

APPROVED AS TO FORM:



Winnie Cai, Deputy City Attorney

CONTRACTOR:

Gregg Strumpf, President

State of California License No.

82680 A, B, C-27

Business Phone No.

909-590-2626

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

951-515-1322

SECTION A NOTICE INVITING SEALED BIDS

NOTICE INVITING SEALED BIDS FOR THE CONSTRUCTION OF HOLLISTER/KELLOGG PARK

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 in the office of the City Clerk, 130 Cremona Drive, Suite B, Goleta, California 93117, up to the hour of **3:00 p.m. on Monday, April 9, 2018**, and will be publicly opened and read aloud promptly thereafter. Faxes or any electronic format is not acceptable.

Copies of the Bidding Documents including Project Plans and Specifications, City General Provisions, City Special Provisions and Supplemental Project Information (SWPPP, Reports, etc.), but not including Greenbook Standard Plans, Greenbook Standard Specifications, Greenbook Standard Special Provisions – 2015 Edition, or Reference Specifications) are available from the City, 130 Cremona Drive, Suite B, Goleta, California 93117 upon payment of a \$126.00 for full size or \$30.00 for 11x17 non-refundable fee if picked up, or no payment to City if obtained from Construction Bidboard, Inc. at <http://www.ebidboard.com/>, or City of Goleta website at <http://www.cityofgoleta.org/i-want-to/view/city-bid-opportunities>.

Each Bidder shall register by providing its street address, e-mail, phone and fax to City at the time of pick-up or request for Bidding Documents ("Registered Bidders"); Addenda, if any, shall be issued via e-mail or CD (no hard copy) only to Registered Bidders. The City reserves the right to extend the Bid Deadline and Bid Opening by issuing an Addendum to Registered Bidders no later than 72 hours prior to the Bid Deadline.

The work includes all labor, material and equipment necessary for the construction of , but not limited to the following; driveway, sidewalk, bike path, parking lot, skate plaza, multi use courts, handball and bocce ball courts, multi-use athletic natural turf (sod) field including gopher mesh protection, installation of prefabricated facilities, recreational amenities, picnic tables, BBQ pits, irrigation, electrical, plumbing, and landscaping, etc, at 170 South Kellogg Avenue, Goleta CA. The contract period is 200 working days.

Any contract entered into pursuant to this notice will incorporate provisions of the California Labor Code. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations 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.

Bids must be prepared on the approved bid forms in conformance with the "Bidding Instructions" and the General Provisions and submitted in a sealed envelope plainly marked on the outside, **"SEALED BID FOR CONSTRUCTION OF HOLLISTER/KELLOGG PARK."** **DO NOT OPEN WITH REGULAR MAIL.** The bid must be accompanied by certified cashier's check, or bidder's bond, made payable to City. The bid security shall be an amount equal to ten percent (10%) of the total maximum amount bid with their proposals as required by California law.

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.

Within such limits as may be prescribed by law, the City Council of the City of Goleta reserves the right to reject any and all Bids, to accept, reject or waive any variances or informalities in a Bid or in the bidding, or take bids under advisement. Failure to provide proof of the contractor's current registration pursuant to Section 1725.5 of the Labor Code may result in rejection of the bid as non-responsive. Failure to comply with enforcement provisions pursuant to Section 1771.4 of the Labor Code may result in a determination that the bidder is not responsible.

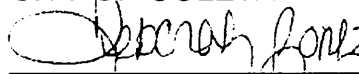
The Contractor Company, including the Responsible Managing Officer (RMO) for the Contractor Company, shall demonstrate a minimum of three (3) years' experience successfully performing projects of substantially similar type, magnitude, and character of the work bid.

Bids shall remain open and valid for a period of ninety (90) days after the Bid Deadline.

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

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).

CITY OF GOLETA



Deborah S. Lopez, City Clerk

**BID PROPOSAL
FOR
CONSTRUCTION OF HOLLISTER/KELLOGG
PARK PROJECT**

TO THE CITY OF GOLETA ("City"):

In accordance with City's Notice Inviting Sealed Bids, the undersigned Bidder hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated Project as set forth in the Plans, Specifications, and Contract Documents, and to perform all Work in the manner and time prescribed therein.

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

Bidder understands that a Bid is required for the entire Work, that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing Bids, and that final compensation under the Contract will be based upon the actual quantities of Work satisfactorily completed. **THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT.** It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amount, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the Bidder's default in executing the Contract and filing the necessary bonds and insurance certificates **WITHIN 200 WORKING DAYS**, not including Saturdays, Sundays and legal holidays, after the City has mailed notice of the award of contract to the Bidder, the proceeds of the Bid Security accompanying this Bid shall become the property of the City and this Bid and the acceptance hereof may, at the City's option, be considered null and void.

**BID PROPOSAL
FOR
CONSTRUCTION
HOLLISTER/KELLOG PARK PROJECT**

Bids will be received until **April 16, 2018 at 3:00 p.m.** at the City of Goleta, City Hall, 130 Cremona Drive, Suite B, Goleta, CA 93117.

For any questions regarding the Contract Documents, Specifications, Proposal or other Bidding Documents, please contact JoAnne Plummer at telephone number (805) 562-5505 or e-mail at jplummer@cityofgoleta.org.

The Project insurance requirements are as per the sample contract as contained herein this Specification.

Approximate Contract Period: **May 1, 2018 – Feb 1, 2019** (200 working days).


BIDDER SHALL COMPLETE:

Bidder's Name C.S. Legacy Construction, Inc.
 Street Address 1704 Unit B. S. Grove Ave
 City Ontario State CA Zip Code 91701
 Telephone Number 909.590.2626 Fax Number 909.590.3778
 e-mail gregg@csllegacy.net

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>3/26/18</u>	<u>G.S.</u>
<u>2</u>	<u>4/5/18</u>	<u>G.S.</u>
<u>3</u>	<u>4/11/18</u>	<u>G.S.</u>



 BIDDER'S NAME Gregg Stump President

4/13/18

 DATE

HOLLISTER/KELLOGG PARK PROJECT BIDDING SHEET

The cost of all labor, material, and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown herein. (See Section A2.07.)

The City reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

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

Bidders must bid on all items in the Bid Schedule.

BID PROPOSAL FOR CONSTRUCTION OF HOLLISTER/KELLOGG PARK

BASE BID SCHEDULE

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization, Demobilization, Bonds & Insurance	LS	1	231,577.00 178,757.00	231,577.00 178,757.00
2	Project Safety & Shoring	LS	1	17,897.00	17,897.00
3	Traffic Control	Days	5	542.00	2,710.00
Demolition					
4	On-Site Demolition (INCL. grubbing and tree removal, fence removal, paving removal, demo/hauling)	LS	1	18,562.00	18,562.00
5	Off-Site Demolition (INCL. (E) power pole/overhead wires, sawcutting (E) paving/gutter paving demo/hauling, (E) sidewalk protection, and (E) irrigation)	LS	1	1,054.00	1,054.00
Site Preparation and Utilities					

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6	Site Preparation (INCL. site clearing, grading, rough grading, scarification and compaction, excavation, cut/fill, erosion control, soil export, and capping of (E) well)	LS	1	337,498.00 379,090.00 ₍₄₂₎	337,498.00 379,090.00	C.S.
7	Site Electrical (INCL. main feeder, pole lighting, power and lighting to restrooms, trash enclosure, trellises, and crosswalk lighting system)	LS	1	109,630.00	109,630.00	
8	Sanitary Sewer (INCL. piping and patching)	LS	1	37,971.00 38,087.00	37,971.00 38,087.00	C.S.
9	Domestic Water (INCL. 3" backflow preventer, piping and patching (E) pavement)	LS	1	19,304.00	19,304.00	
10	OMITTED					
11	Water Quality Infiltration Trench (INCL. 8" perf. pipe, 8" solid pipe, 24"x24" inlet, area drains, class II gravel, geofabric, engineered soil, mulch)	LS	1	163,840.00	163,840.00	
Hardscape						
12	Off-Site Improvements (INCL. concrete sidewalk/driveway/paving, AC paving, concrete curb, concrete gutter, signage)	LS	1	15,505.00	15,505.00	
13	6" Integral Colored Concrete W/ Wood Plank Stamped Impression Paving Surface (INCL. #3 rebar, 4" class II aggregate base)	SY	460	143.00	65,780.00	
14	4" Integral Colored Concrete W/ Sandcast Finish Paving Surface (INCL. #3 rebar, 4" class II aggregate base)	SY	1,409	91.00	128,219.00	
15	Parking Lot (INCL. permeable concrete pavers, 1" #8 aggregate base, 8" permeable aggregate base, 8" flush concrete curb, 6" concrete curb/12" gutter, parking stall striping, wheel stops, entry gate)	LS	1	116,685.00	116,685.00	
16	Asphaltic Concrete Play Surface	LS	1	70,786.00	70,786.00	

	(INCL. 1.5" AC surface course and 2.5" AC base course, 4" class II aggregate base, 6" concrete curb/gutter, texture acrylic surfacing for handball, basketball, tennis, pickleball, & Bankshot striping)				
17	Bid Alt 1 Poured-In-Place Recycled Rubber Play Surface (INCL. 0.5" EDPM surface, 2.5" shredded SBR, 4" class II aggregate base and 6" concrete header)	SY	625	159.00	99,375.00
18	Bid Alt 2 Engineered Wood Fiber Play Surface (INCL. 12" compacted wood fiber surface and 6" colored concrete curb)	SY	625	51.00	31,875.00
19	Engineered Wood Fiber (INCL. 6" compacted wood fiber surface and 6" colored concrete curb)	SY	3625	14.00	50,750.00
20	Stabilized D.G. Pathway (INCL. 4" DG paving, 4" class II aggregate base, and 6" colored concrete curb)	SY	256	115.00	29,440.00
21	Stabilized D.G. Bike Parking (INCL. 4" DG paving, 4" class II aggregate base, and recycled plastic header)	SY	26	51.00	1,326.00
Site Structures					
22	Skate Plaza (INCL. concrete footing, 1" #8 aggregate base, 8" permeable aggregate base, 880mm concrete pavers, 8"W x 18"D colored concrete curb, skate metal elements and concrete flatwork)	LS	1	175,893.00	175,893.00
23	Prefabricated Restroom Building (INCL. furnishing, GreenScreen Trellis, and installation)	LS	1	330,785.00	330,785.00
24	Prefabricated Trellis Structure @ Picnic Areas (INCL. concrete footing and installation)	EA	2	83,791.00	167,582.00
25	Prefabricated Trash Enclosure (INCL. concrete footing and installation)	LS	1	56,466.00	56,466.00
Site Amenities					

26	Front Entry Signage (city provided, contractor installed)	EA	1	2,321.00	2,321.00
27	Prefabricated Trash Receptacles (INCL. concrete footing, anti-graffiti coating, furnishing, and installation)	EA	8	2,802.00	22,416.00
28	Prefabricated Recycled Plastic Picnic Table (INCL. concrete footing, anti-graffiti coating, furnishing and installation)	EA	18	2,652.00	47,736.00
29	Prefabricated Park Bench (INCL. concrete footing, anti-graffiti coating, furnishing, and installation)	EA	4	764.00	3,056.00
30	Prefabricated Bike Parking (INCL. concrete footing, anti-graffiti coating, and installation)	EA	10	644.00	6,440.00
31	Prefabricated Double-Posted BBQ (INCL. concrete footing, anti-graffiti coating, furnishing, and installation)	EA	4	745.00	2,980.00
32	Prefabricated Single-Pedestal BBQ (INCL. concrete footing, anti-graffiti coating, furnishing, and installation)	EA	2	561.00	1,122.00
33	Prefabricated Concrete Hot Ash Receptacles (INCL. concrete footing, anti-graffiti coating, furnishing, and installation)	EA	6	1,433.00	8,598.00
Recreation Amenities					
34	Prefabricated Nature-Themed Play Equipment (INCL. climbing structures, discovery tree, rotating structure, nature sculptures, interactive musical elements, swings, slides, teeter totter, anti-graffiti coating, furnishing and installation)	LS	1	242,867.00	242,867.00
35	Handball Court (INCL. CMU wall, #6 rebar, concrete footing, striping, weather-proofing treatment, anti-graffiti coating, acrylic surfacing and installation)	LS	1	26,871.00	26,871.00
36	Bocce Ball Court (INCL. 2" DG paving, 4" class II aggregate base, and 8x8" concrete curb, installation)	LS	1	5,075.00	5,075.00

37	Basketball Court (INCL. concrete footing, poles, backboards, rim and net, anti-graffiti coating, court striping, acrylic surfacing and installation)	EA	2	7,545.00	15,090.00
37A	Tennis Court (INCL. concrete footing, removable posts, net, anti-graffiti coating, court striping, acrylic surfacing, furnishing and installation)	LS	1	6,760.00	6,760.00
37B	Pickleball Court (INCL. concrete footing, removable posts, net, anti-graffiti coating, court striping, acrylic surfacing, furnishing and installation)	LS	1	12,829.00	12,829.00
38	Prefabricated Fitness Stations (INCL. concrete footing, anti-graffiti coating, furnishing and installation)	LS	1	30,923.00	30,923.00
39	Prefabricated Concrete Ping Pong Table (INCL. anti-graffiti coating, furnishing, installation, custom netting)	EA	2	5,950.00	11,900.00
40	Prefabricated Concrete Chess/Checkers Table (INCL. anti-graffiti coating, furnishing and installation)	EA	2	2,102.00	4,204.00
41	Custom Piñata Pole (INCL. concrete footing, all materials, hardware, construction, and installation)	EA	2	3,179.00	6,358.00
42	Prefabricated Bankshot Stations (INCL. Triple Bank Down, Wraparound Left, Large Ricochet, and Double Glance Shot backboards, anti-graffiti coating, court striping, acrylic surfacing, pole procurement, concrete footing, furnishing, and installation)	EA	6	4,132.00	24,792.00
Site Walls and Fencing					
43	6' H Vinyl Coated Chainlink Perimeter Fence (INCL. concrete footing, gate, vinyl coated chainlink fabric, and installation)	LF	232	113.00	26,216.00

44	6' H x 20' L Vinyl Coated Chainlink South Perimeter Gate (INCL. posts, rails, fencing, concrete footing, and installation)	LS	1	10,447.00	10,447.00
45	14' H Vinyl Coated Chainlink Barrier Fence (INCL. footing, posts, vinyl coated chainlink fabric, and installation)	LF	183	226.00	41,358.00
46	4' H Prefabricated Metal Fence and Custom Metal Pedestrian Entry Gate (INCL. posts, rails, fencing, gate hardware concrete footing, furnishing and installation)	LF	346	83.00	28,718.00
47	4' H Custom Metal Skate Plaza Gate and Fence (INCL. posts, rails, fencing, concrete footing, and installation)	LF	262	188.00	49,256.00
48	6' H Perimeter Wood Fence (INCL. posts, rails, fencing, gate hardware, sealer, concrete footing, and installation)	LF	477	70.00	33,390.00
49	42" H Wood Split Rail Fence W/ Interpretive Signage (INCL. posts, rails, fencing, sealer, concrete footing and sign installation)	LF	136	58.00	7,888.00
50	18"H Seat Wall W/ Cobble Stone Veneer (INCL. stone veneer, mortar, CMU W/ cells filled W/ grout, rebar, footing, and installation)	LF	265	106.00	28,090.00
Irrigation					
51	Irrigation (INCL. furnishing and installation, controller, main lines, lateral lines, sleeving, heads, and all other equipment)	LS	1	172,744.00	172,744.00
Landscape					
52A	Tree Grates (INCL. furnishing and installation)	EA	2	2,742.00	5,484.00
52B	Trees (36" box) (INCL. furnishing and installation)	EA	43	661.00	28,423.00
52C	Trees (24" box) (INCL. furnishing and installation)	EA	42	294.00	12,348.00

53	Trees (15 gal.) (INCL. furnishing and installation)	EA	39	139.00	5,421.00
54	Shrubs, vines (5 gal.) (INCL. furnishing and installation)	EA	357	23.00	8,211.00
55	Shrubs, vines, perennials, grasses (1 gal.) (INCL. furnishing and installation)	EA	690	16.00	11,040.00
56	Grasses (4" pots @ 8" O.C.) (INCL. furnishing and installation)	SY	1019	37.00	37,703.00
57	Sport Field Turf Sod (INCL. 6" clean gravel base, filter fabric, SQ gopher mesh, metal header, furnishing and installation)	SY	5,477	20.00	109,540.00
58	3" thick Pre-composted Landscape Mulch (INCL. furnishing and installation, recycled plastic header)	SY	3,625	5.00	18,125.00
59	Landscape Maintenance (1 YEAR)	LS	1	46,445.00	46,445.00
Appendix					
60	Bike Path – Based Bid (INCL. Construction area signs, job site management, prepare storm water pollution prevention plan, temporary water pollution control elements, temporary fence (type esa), remove tree, clearing and grubbing, roadway excavation, imported borrow, fiber rolls, hydroseed, class 2 aggregate base, asphalt concrete, boardwalk system, furnish single sheet aluminum (0.063" – unframed), roadside sign – one post, 4" thermoplastic traffic stripe, thermoplastic pavement marking, mobilization, 42" wood rail, type II barricade)	LS	1	70,557.00	70,557.00

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61	Bike Path – Alternate Bid 3 (INCL. Construction area signs, job site management, prepare storm water pollution prevention plan, temporary water pollution control elements, temporary fence (type esa), remove tree, clearing and grubbing, roadway excavation, imported borrow, fiber rolls, hydroseed, class 2 aggregate base, asphalt concrete, minor concrete (curb, gutter, sidewalk and driveway), remove concrete (curb, gutter and sidewalk), remove chain link fence, furnish single sheet aluminum (0.063" – unframed), roadside sign – one post, 4" thermoplastic traffic stripe, thermoplastic pavement marking, mobilization, Low Water Crossing.	LS	1	109,789.00	109,789.00
					\$ 3,624,046.00 Total (in figures)

TOTAL BASE BID WITHOUT ALTERNATES\$ 3,383,007.00

ALTERNATE BID 1		
TOTAL ALTERNATE BID 1 – POURED IN PLACE RECYCLED RUBBER PLAY SURFACE (#17)	\$	99,375.00
BASE BID + ALTERNATE BID 1 TOTAL	\$	3,482,382.00

ALTERNATE BID 2		
TOTAL ALTERNATE BID 2 – ENGINEERED WOOD FIBER PLAY SURFACE (#18)	\$	31,875.00
BASE BID + ALTERNATE BID 2 TOTAL	\$	3,414,887.00

ALTERNATE BID 3		
TOTAL ALTERNATE BID 3 BIKE PATH ALTERNATE BID (#61)	\$	109,784.00
BASE BID + ALTERNATE BID 1 + ALTERNATE BID 3 TOTAL	\$	3,592,171.00
BASE BID + ALTERNATE BID 2 + ALTERNATE BID 3 TOTAL	\$	3,524,671.00

C.S. Leppay Construction, Inc.

Company Name of Bidder

4/13/18

Date

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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 bid and to procure materials and equipment from suppliers and vendors. These Subcontractors are identified as follows:

Work to be Performed	Subcontractor License Number	Percent of Total Bid	Subcontractor's Name & Address
Surfacing	404352	.01	California Surfacing 4457 Oak Lane Claremont, CA 91711
Install Skate Parks	506706	.04	GeoCon Skate Parks 24738 Gallineta Way Ramona, CA, 92065
Fencing	256795	.05	CTW Construction Specialties Inc 2414 Palma Dr Ventura, CA 93003
Install Fitness Equipment & Play Equipment	788877	.01	Central Coast Playgrounds PO Box 2212 Orcutt, CA 93457
Surfacing	854424	.01	Spectraturf 555 S. Promenade Ave Cabrera, CA 92879
Pre-Fab Restroom	822966	.01	Public Restroom Company 2587 Business Parkway Minden, NV 89423
Striping	396627	.61	Super Seal Stripe 310 A St. Fillmore, CA 93016
Survey	65411	.01	Coastland Surveying, Inc. 614 N. Eckhoff St Orange, CA 92668
Electrical	95881	.02	Electro Construction 304 Rossmore Ave Los Angeles CA 90007

BIDDER'S REFERENCES

The following are the names, addresses, and phone numbers for three public agencies for which Bidder has performed similar work within the past two years:

1. Name of Agency: Trust for Public Land
 Agency Address and Telephone: 135 W. Green St. Pasadena, CA 91105
323-223-0441
 Contact Person: Diane Silva
 Type of Construction Project: Park Improvement
 Contract Amount: \$ 2,044,438.00
2. Name of Agency: City of Pomona
 Agency Address and Telephone: 505 S. Garey Ave. Pomona, CA 91769
909-620-2261
 Contact Person: Dan Drake
 Type of Construction Project: Park Improvement
 Contract Amount: \$ 1,124,520.00
3. Name of Agency: City of Indio
 Agency Address and Telephone: 100 Civic Center Mall Indio, CA 92201
760-391-4000
 Contact Person: Mike Edgar
 Type of Construction Project: Park Improvement
 Contract Amount: \$ 1,311,487.00

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



Please Reference Page 29

Julian Fisher Park

City of Monrovia
415 S. Ivy Avenue
Monrovia, Ca 91016
Contact: Lauren Marshall
626-932-5575
Completed 11/2017
\$474,635.00

Digiorgio Action Park

City of Arvin
200 Campus Dr.
Arvin, Ca 93203
Contact: Adam Ojeda
661-854-3134
Completed 2/2017
Original Contract \$454,911.00

Crown Valley Community Park

City of Laguna Niguel
30111 Crown Valley Parkway
Laguna Niguel, Ca 92677
Contact: Nancy Palmer
949-362-4337
Completed 8/2015
Original Contract \$4,599,485.88

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.

CONTRACTOR'S LICENSE REQUIREMENT

Bidder certifies that Bidder is aware that the Contract cannot be awarded to Bidder unless, at the time of the award, Bidder is the holder of a valid California Contractor's License (Class "A") proper and adequate for the work required by the Contract, and that the failure to obtain proper and adequate licensing for an award of the Contract shall result in the forfeiture of the Bidder's Security.

ELIGIBILITY TO CONTRACT

The successful Bidder shall be 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 E.S. Legacy Construction, Inc.

Business Address 1704 Unit B S. Grove Ave
Ontario, CA 91761

Telephone 909-590-2424

State Contractor's License No. and Class 826870 A, B, C-27

Original Date Issued 10/29/03 Expiration Date 10/31/19

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:

Gregory Strumpf - President
1704 Unit B S. Grove Ave. Ontario, CA 91761

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

None

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

None

I declare under penalty of perjury under the laws of the State of California that the above representations are true and correct. Executed this 13 day of April, 2018, at Ontario California.

Signature and Title of Bidder
or Authorized Representative

(SEAL)

President

Gregory Strumpf

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

Please state all instances of being disqualified, removed, or otherwise prevented from bidding on, or completing, a federal, state, or local government project due to a violation of a law or safety regulation.

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


Yes ☐

No ☒

2. If yes, explain the circumstances:

NA

Signature and Title of Bidder or Authorized Representative

 President
Gregory Strumpf

**BID BOND
FOR
THE HOLLISTER/KELLOG PARK PROJECT**

KNOW ALL PERSONS BY THESE PRESENTS that Bidder C.S. Legacy Construction, Inc., as PRINCIPAL, and **, a corporation organized under the laws of the State of New Jersey and licensed by the State of California to execute bonds and undertakings as sole surety, as SURETY, are held and firmly bound unto the City of Goleta, as CITY, in the penal sum of Ten Percent of Amount Bid Dollars (\$ 10% of bid), which is ten percent (10%) of the total amount bid by PRINCIPAL to CITY for the above stated project, for the payment of which sum, PRINCIPAL and SURETY agree to be bound, jointly and severally, firmly by these presents.

**International Fidelity Insurance Company


THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas PRINCIPAL is about to submit a bid to CITY for the above stated project, if such bid is rejected, or if such bid is accepted and a contract is awarded and entered into by PRINCIPAL in the manner and time specified, and PRINCIPAL provides the required payment and performance bonds and insurance coverages to CITY in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of CITY.

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 12th day of April, 2018.

PRINCIPAL: C.S. Legacy Construction, Inc.

(Address) 1704 S. Grove Avenue, Unit B
Ontario, CA 91761

BY:  Gregg Strumpf, President
(Signature and Title of Authorized Officer)


BY:  _____
(Signature and Title of Authorized Officer)

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SURETY: International Fidelity Insurance Company
(Address) 2400 E. Katella Ave., Suite 250, Anaheim, CA 92806

BY:  **Kevin P. Reed, 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.

ACKNOWLEDGMENT

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

State of California
County of SAN BERNARDINO)

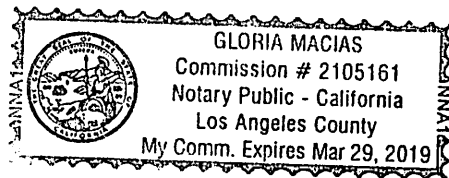
On APRIL 13, 2018 before me, GLORIA MACIAS, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared GREGG STRUMPF,
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 *Gloria Macias* (Seal)



ACKNOWLEDGMENT

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

State of California
County of Orange)

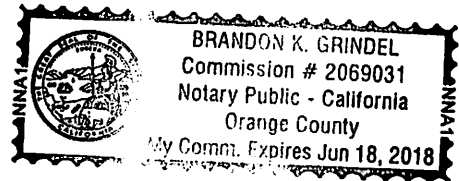
On April 12, 2018 before me, Brandon K. Grindel, Notary Public
(insert name and title of the officer)

personally appeared Kevin P. Reed, Attorney-in-Fact,
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  (Seal)



POWER OF ATTORNEY**INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY**

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

KEVIN P. REED, MARCUS REED

Santa Ana, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 10th day of July, 2015:

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2016.



STATE OF NEW JERSEY
County of Essex

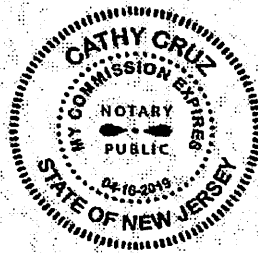
Robert W. Minster

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



Cathy Cruz

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

12th

day of April, 2018

Maria H. Branco

MARIA BRANCO, Assistant Secretary



C.S. LEGACY CONSTRUCTION, INC.
MINUTES OF BOARD OF DIRECTORS MEETING

A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF C.S. LEGACY CONSTRUCTION, INC, A CALIFORNIA CORPORATION, WAS HELD AT 1461 S. EAST END AVE POMONA, CA 91766 ON FEBRUARY 6, 2018.

THE BOARD OF DIRECTORS OF THE CORPORATION:

GREGG STRUMPF DIRECTOR

CONSTITUTING ALL OF THE MEMBERS OF THE BOARD OF DIRECTORS WERE PRESENT AT THE MEETING.

THE MOTION WAS DULY MADE, SECONDED AND CARRIED THE FOLLOWING RESOLUTION WAS ADOPTED:

RESOLVED, GREGG STRUMPF, PRESIDENT, IS SOLELY VESTED FULL AUTHORITY TO SIGN ANY AND AN ALL CONTRACTUAL DOCUMENTS FOR THE CORPORATION, AND THEREFORE HAS THE FULL AUTHORITY TO OBLIGATE THE CORPORATION IN ALL CONTRACTUAL MATTERS.

THE UNDERSIGNED, RICHARD GONZALES, SECRETARY, CERTIFIED THAT GREGG STRUMPF IS THE DULY APPOINTED PRESIDENT OF C.S. LEGACY CONSTRUCTION, INC. AND THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE RESOLUTION DULY ADOPTED AT A MEETING OF BYLAWS OF SAID CORPORATION ON FEBRUARY 6, 2018.

IN WITNESS THEREOF, I HAVE AFFIXED MY NAME AS SECRETARY OF THE CORPORATION, AND HAVE ATTACHED THE SEAL OF C.S. LEGACY CONSTRUCTION, INC. TO THIS RESOLUTION.

DATE: FEBRUARY 6, 2018


RICHARD GONZALES - SECRETARY

**NONCOLLUSION DECLARATION TO BE EXECUTED
BY
BIDDER AND SUBMITTED WITH BID**

State of California)
County of Santa Barbara) SS

The undersigned declares:

I am the President of C.S. Legacy, the party making
the foregoing bid. Construction, Inc.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, 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 4/13/18 [date], at Ontario [city], CA [state]

Signed _____

Title _____

President - Gregory Strumpf

CITY OF

GOLETA

130 Cremona Drive, Suite B, Goleta, CA 93117 P 805.961.7500 F 805.685.2635 www.cityofgoleta.org

Subscribed and sworn to before me this _____ day of _____, 20____.

Signature _____
Notary Public

(Notary Seal)

ACKNOWLEDGMENT

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

State of California
County of SAN BERNARDINO)

On APRIL 13, 2018 before me, GLORIA MACIAS, NOTARY PUBLIC
(insert name and title of the officer)

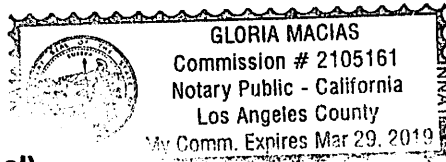
personally appeared GREGG STRUMPF
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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

(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 following 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 below:

Business & Professions Code § 7028.15:

- a) It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a contractor within the State of California without having a license therefor, except in any of the following cases:
 - (1) The person is particularly exempted from this chapter.
 - (2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20103.5 of the Public Contract Code.
- b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the total amount bid of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.
- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a bidder who is not licensed in accordance with this chapter shall be considered non-responsive and shall be rejected by the public agency.

Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid.

Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.

- f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, agent or volunteer of the public agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the City that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The City shall include a statement to that effect in the standard form of prequalification questionnaire and financial statement.

Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

Bidder:

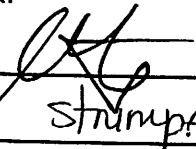
License No.: 826870 Class A,B,C-27 Expiration date: 10/31/19

Date 4/13/18 Signature 
DECLARATION OF ELIGIBILITY TO CONTRACT *Gregory Strumpf*
[Labor Code §§ 1777.1 and 1777.7; Public Contract Code § 6109] *President*

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, which states:
 - "(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a Public Works project pursuant to Section 1771.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on a Public Works project. Every Public Works project shall contain a provision prohibiting a contractor from performing work on a Public Works project with a subcontractor who is ineligible to perform work on the Public Works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
 - (b) Any contract on a Public Works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a Public Works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project."
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.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 13 day of April, 2018, at Ontario, California.

Signature: 

Name: Gregory Strumpf

Title: President

Name of Company: C.S. Legacy Construction, Inc.

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

ACKNOWLEDGMENT

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

State of California
County of SAN BERNARDINO)

On APRIL 13, 2018 before me, GLORIA MACIAS, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared GREGG STRUMPF,
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.

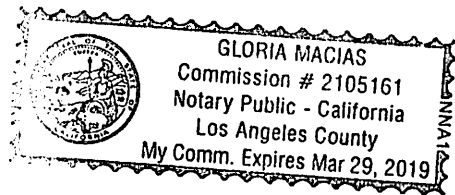
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Gloria Macias

(Seal)



Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:

Next Fiscal Year: 2017/18

PWC Registration Number:

1000005303

Contractor Legal Name:

example: ABC COMPANY

License Number:

example: 123456

County:

Select County

Search

Reset

Contractor License Lookup

Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	PUBLIC RESTROOM COMPANY	1000005303	OUT OF STATE	MINDEN	05/16/2017	06/30/2018

Export as: ☒ Excel ☐ PDF

v2.20160101



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **822966**

Entity **CORP**

Business Name **THE PUBLIC RESTROOM COMPANY**

Classification **B**

Expiration Date **08/31/2019**

www.cslb.ca.gov



STATE OF CALIFORNIA
Business, Consumer Services and Housing Agency
Department of Housing and Community Development
Division of Codes and Standards
Occupational Licensing Program
P.O. Box 31
Sacramento, CA 95812-0031
Telephone (916) 323-9803



OCCUPATIONAL LICENSE

License Number
MF1277003

License Type
Manufacturer Commercial Modular

Issue Date
Jun 16, 2017

Expiration Date
Aug 31, 2019

THE PUBLIC RESTROOM COMPANY
2587 BUSINESS PARKWAY
MINDEN, NV 89423

VALID ONLY WHEN DISPLAYED AT:
THE PUBLIC RESTROOM COMPANY
2587 BUSINESS PARKWAY
MINDEN, NV 89423

NOTE: THIS LICENSE SHALL BE POSTED IN A PLACE CONSPICUOUS TO THE PUBLIC.

The license described herein will expire on the date shown. Renewal of the license prior to the expiration date is the RESPONSIBILITY OF THE LICENSEE. Applications for renewal must be received by the Department before the expiration date. Expired licenses may be reinstated provided an application is submitted with renewal and reinstatement fees within 60 days of expiration. Licenses expired over 60 days may not be reinstated.

STATE OF CALIFORNIA
Business, Consumer Services and Housing Agency
Department of Housing and Community Development
Division of Codes and Standards
Occupational Licensing Program



P.O. Box 31
Sacramento, CA 95812-0031
Telephone (916) 323-9803

OCCUPATIONAL LICENSE

License Number	License Type	Issue Date	Expiration Date
DL1109895	Dealer	Jan 11, 2017	Jan 31, 2019

New, Used

VALID ONLY WHEN DISPLAYED AT:

THE PUBLIC RESTROOM COMPANY
2587 BUSINESS PKWY
MINDEN, NV 89423

THE PUBLIC RESTROOM COMPANY
3521 GRAND AVE
OAKLAND, CA 94610

NOTE: THIS LICENSE SHALL BE POSTED IN A PLACE CONSPICUOUS TO THE PUBLIC.

The license described herein will expire on the date shown. Renewal of the license prior to the expiration date is the RESPONSIBILITY OF THE LICENSEE. Applications for renewal must be received by the Department before the expiration date. Expired licenses may be reinstated provided an application is submitted with renewal and reinstatement fees within 60 days of expiration. Licenses expired over 60 days may not be reinstated.



State of California

Department of Industrial Relations

Labor Law

Cal/OSHA - Safety & Health

Workers' Comp

Self Insurance

Apprenticeship

Director's Office

Boards



Public Works | Public Works Contractor (PWC) Registration Search

Public Works Contractor (PWC) Registration Search

Enter at least one search criteria to display registered public works contractor(s) matching your selections.

Note: Search results will display all of the public works contractor registrations, both current and expired.

Make sure the proper registration fiscal year is selected when performing a search.

Registration Fiscal Year: 7/1/2017 - 6/30/2018 ▼

PWC Registration Number: example: 1234567890

Contractor Legal Name: example: ABC COMPANY

License Number: 826870 Contractor License Lookup

County: Select County ▼

Search

Reset

This is a listing of PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Export as: Excel | PDF

Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
View	C.S. LEGACY CONSTRUCTION, INC	1000002947	SAN BERNARDINO	ONTARIO	CSLB:826870	Active	05/08/2017	06/30/2018

v2.20171120

- c. Cover holes and trenches when work is not in progress.
- d. Promptly repair damage to adjacent facilities caused by earthwork operations. Cost of repair at contractor's expense.

E. SUBMITTALS

- 1. Manufacturer's data: current printed specifications with application and installation instruction for proprietary materials including concrete admixtures.

F. SPECIALTY CONSTRUCTION:

- 1. All work in this section is considered specialty skatepark construction. Please see bidder qualifications for contractors eligible to perform this work as specified herein. Bidder qualification forms must be turned in with the bid
- 2. Construct all formwork to follow skatepark drawings, unless otherwise approved by the Project Manager. Construct formwork to allow for removal without damaging finished concrete surfaces.
- 3. Place all concrete to follow skatepark drawings, unless otherwise approved by the Project Manager.
- 4. Description: shotcrete application, cutting, sculpting and finish work has been deemed as specialty construction work within the construction documents. All work related to the specialty construction shall be coordinated by the project engineer, and the pre-qualified specialty contractor, prior to the start of construction.

906-3 – PROCUREMENT AND CONTRACTING REQUIREMENTS

A. SKATEPARK QUALIFICATION FORM

- 1. As part of their bid, the General Contractor must submit this form identifying the supplier and installer of the contractor placing, shooting and finishing the specialty skatepark concrete.
- 2. Submission of these forms does not constitute qualification. The Owner will review the firm's project references for acceptable quality and workmanship. In the Owner's absolute discretion, if the prior work of the firm is deemed unacceptable, the General Contractor will be declared a non-responsive bidder.

B. CAST-IN-PLACE CONCRETE & SHOTCRETE QUESTIONNAIRE

- 1. Does the contractor have a minimum of 5 (five) years of experience placing, shooting and finishing concrete for public skateparks?

☒ YES or ☐ NO
- 2. Is the contractor's shotcrete nozzleman certified by the American Concrete Institute?

CITY OF
GOLETA

130 Cremona Drive, Suite B, Goleta, CA 93117 P 805.961.7500 F 805.685.2635 www.cityofgoleta.org

G26 Con
57 10+3

YES ☒ or NO ☐

3. Shotcrete Nozzlemaster:

Name George ZadroznyCertification ID ACT # 01153461Certification Expiration Date 11/21/2020

4. In the past 5 (five) years has the contractor been sued for damages for breach of contract, defective construction or breach of warranty by a public entity?

YES ☐ or NO ☒

5. In the past 5 (five) years has a claim or lawsuit been filed against the contractor's performance bonding company arising from a breach of contract or defective construction?

YES ☐ or NO ☒

6. List 5 (five) public projects where the contractor successfully placed, shot and finished concrete for a public skatepark within the last 5 (five) years. Projects must have been open and continuously in good operating condition for at least one year.

a. PROJECT NAME: Di Giorgio Action Park
 OWNER: City of Arvin
 OWNER CONTACT INFORMATION: Primo - CS Legacy 909 590-2626
 SHOTCRETE NOZZLEMAN: George Zadrozny
 YEAR CONSTRUCTED: 2017

b. PROJECT NAME: Ramsay Skatepark
 OWNER: City of Watsonville
 OWNER CONTACT INFORMATION: Robert Berry 831 768 3100
 SHOTCRETE NOZZLEMAN: George Zadrozny
 YEAR CONSTRUCTED: 2016

c. PROJECT NAME: Encinitas Community Park
 OWNER: City of Encinitas
 OWNER CONTACT INFORMATION: Stephenie Kellar 760 633-2836
 SHOTCRETE NOZZLEMAN: George Zadrozny
 YEAR CONSTRUCTED: 2015

d. PROJECT NAME: Pico Town Square Expansion
 OWNER: County of Ventura
 OWNER CONTACT INFORMATION: Chris Cooper 805 654-2096
 SHOTCRETE NOZZLEMAN: George Zadrozny
 YEAR CONSTRUCTED: 2013

CITY OF

GOLETA

130 Cremona Drive, Suite B, Goleta, CA 93117 P 805.961.7500 F 805.685.2635 www.cityofgoleta.org

Goleta
58 2013

e. PROJECT NAME: 4th Ave Park
 OWNER: Co. of LA CDC
 OWNER CONTACT INFORMATION: Jeffrey Biben 626-586-1773
 SHOTCRETE NOZZLEMAN: George Zadrozny
 YEAR CONSTRUCTED: 2013

906-3 PAYMENT

- A. Payment for construction of the Skateplaza will be made at the contract unit price per lump sum under Bid Items 22 and shall include: (1) excavating, grading, loading, hauling, disposing of excess material, depositing, spreading concrete material complete in place, and subgrade preparation as indicated on the plans; (2) all grading, hauling, depositing, spreading and compacting of subgrade backfill, complete and in place, as indicated on the plans; and (3) poured in place concrete, reinforcing, finishes, metal elements and other materials; and clean up; complete and in place, as indicated on the plans.
- B. Said payments for all the above items of work shall be considered full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the items. No payment will be made separately or directly for haul on any part of the work. All hauling will be considered a necessary and incidental part of the work, and its cost shall be considered by the Contractor and included in the contract unit price of the pay items of work involved

906-4 MATERIALS

- A. CONCRETE FORMING
1. Form materials: plywood, metal, metal-framed plywood, or other approved panel-type materials free from defects and distortion, and to provide full-depth, continuous, straight, smooth exposed surfaces.
 2. Use flexible or curved forms as required to provide vertical and horizontal radii as indicated in the drawings.
 3. Provide 2" nominal thickness, surfaced plank wood forms for straight sections. Use flexible metal, 1" lumber, or plywood forms for radius bends. Do not overlap forms, creating an offset finished edge.
 4. Form-release agent: commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

CITY OF

GOLETA

130 Cremona Drive, Suite B, Goleta, CA 93117 P 805.961.7500 F 805.685.2635 www.cityofgoleta.org

GeaCon 3013
59

ATTACHMENT 2:

Professional Services Agreement for Construction Management, Inspection and Testing with Filippin Engineering, Inc.

**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 1ST day of May, 2018, 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").

WHEREAS, the CITY has a need for professional Construction Management, Inspection and Materials Testing (CMIT) services for Hollister/Kellogg Park Project; and

WHEREAS, 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

WHEREAS, the CITY noticed a request for proposals and/or qualifications for professional CMIT services using the short list of pre-approved consultants approved by Council on December 20, 2016; and

WHEREAS, the City Council, on this 1st day of May, 2018, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

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

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional Construction Management, Inspection & Material Testing (CMIT) Services in conjunction with the Hollister/Kellogg Park Project. Services shall generally include pre-construction, construction and post-construction management services, as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

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 \$467,709.00 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2019, 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 the compensation exhibit. 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, Parks and Recreation Manager. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to June 30, 2019, 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. All services shall be completed within 200 working days following the notice to proceed.

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 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. The following portions of the work will be subcontracted out to other parties by CONSULTANT:

- Fugro Consultants, Inc., Materials Testing, Ed Sullivan

9. HOLD HARMLESS AND INDEMNITY

(a) **Indemnification and Defense for Professional Service.** To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the CITY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's duty to defend shall consist of reimbursement of defense costs incurred by CITY in direct proportion to the CONSULTANT's proportionate percentage of fault.

CONSULTANT's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the CONSULTANT's percentage of fault, the parties agree to mediation with a third party neutral to determine the CONSULTANT's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the CITY.

(b) For All Other Liabilities. Notwithstanding the foregoing and without diminishing any rights of CITY, for any liability, claim, demand, allegation against CITY arising out of, related to, or pertaining to any act or omission of CONSULTANT, but which is not a design professional service, CONSULTANT shall defend, indemnify, and hold harmless CITY, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the CITY, except for the sole or active negligence of, or willful misconduct of the CITY.

(c) (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 \$2,000,000 per occurrence and \$4,000,000 in the 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 \$2,000,000 per claim and in the aggregate.

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

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

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

11. RELATIONSHIP OF CONSULTANT TO CITY

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

12. CORRECTIONS

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

13. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for

actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

15. AUDIT OF RECORDS

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

16. WAIVER; REMEDIES CUMULATIVE

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

17. CONFLICT OF INTEREST

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

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

21. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 12-87), as issued by the Internal Revenue Service.

22. 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.

23. 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.

24. USE OF THE TERM "CITY"

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

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. NOTICES

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

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

TO CONSULTANT: Attention: Kelly R. Wheeler, P.E., QSD
Filippin Engineering, Inc.
354 South Fairview Ave., Suite D
Goleta, CA 93117

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

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

Gino Filippin, President

ATTEST

Deborah Lopez, City Clerk

Kelly R. Wheeler, Vice-President

APPROVED AS TO FORM



Winnie Cai, Deputy City Attorney

CONSTRUCTION MANAGEMENT, INSPECTION AND MATERIAL TESTING (CMIT) DESCRIPTION OF SERVICES

Task 1.0: PRE-CONSTRUCTION PHASE SERVICES

Kickoff Meeting – The Consultant shall arrange and participate in the kickoff meeting to establish a Project Management Team (PMT) consisting of Consultant staff, City staff, utilities, and design consultant staff. The purpose of this meeting is to review the construction contract documents, clarify issues, establish working relationships, and review and verify mutual understanding of contract administration issues.

Review Contract Documents – The Consultant shall review the construction contract and specifications to verify that obligations placed upon the contractor are consistent with the City's needs and expectations and that these obligations are sufficient to allow the consultant to work effectively with the contractor in the City's best interests.

Contract Administration – The Consultant shall establish record keeping, documentation, and contract administration systems that are consistent with the Caltrans Local Assistance Manual, and meet the City's requirements.

Submittal Processing – The Consultant shall establish, with the assistance of the Design Engineer, a list of the submittals that will be required of the contractor with due dates to support expected schedule activities and review those submittals.

Preconstruction Conference – A preconstruction conference shall be scheduled soon after the Notice to Proceed has been issued. The Consultant shall review with the contractor, on an overall basis, the plans and specifications for the contractor's work, and its interrelationship with other work that will take place in the construction vicinity, in an effort to gain the contractor's full understanding of the Project.

The Consultant shall distribute meeting agenda to all parties in attendance. The Consultant shall take and distribute notes of the pre-con meeting to all attendees. The meeting must include the contractor's responsibility toward such items as:

- Safety/Traffic control
- Permit and environmental (including SWPPP requirements)
- Site access and security
- Emergency Contact information
- Underground Utilities location and marking
- Utilities Coordination
- Coordination with adjacent projects
- Agreements
- Labor compliance
- Order of work

Project Name: Hollister/Kellogg Park Project

- Materials certification
- Weekly meetings
- Submittals
- Quality control
- Change Order procedures
- Establish partnering session work or change of conditions
- Schedule updates
- Liquidated Damages clause
- Progress pay requests
- Federal provisions compliance with HUD CDBG procedures (as required)

Task 2.0: CONSTRUCTION PHASE

Coordination of Contract Execution – The City and the Consultant shall determine a mutually agreed upon time to mobilize the Consultant to the Project site and the Consultant shall mobilize the field inspector to the Project site as soon as construction begins. The Consultant shall implement the record keeping documentation and contract administration systems developed during the preconstruction phase.

Project Communication and Coordination – The Consultant shall be in charge of project communication and coordination with the City, the design engineer, emergency services, local business, residents, the contractor, and materials testing technicians throughout the construction phase. The weekly progress meetings will help the construction team and the City stay abreast of project issues and progress. The Consultant will take thorough weekly meeting minutes to document progress on all issues, and provide copies to all attendees and the City. A monthly progress report will be submitted the City.

Project Schedule – The Consultant shall monitor the contractor's compliance with the agreed upon scheduling requirements. Updated three-week look-ahead schedules will be submitted by the Contractor and reviewed by the Consultant at each weekly meeting.

Submittal and Request For Information (RFI) Management – The Consultant shall maintain a log of, and manage, shop drawings, samples, submittals, and RFI's in order to determine that:

1. All short term look-ahead schedules contain critical submittal dates and the logs reflect the same;
2. Submittals from the contractor are received, logged, and processed timely;
3. Submittals are reviewed in a timely fashion by the appropriate reviewing body and returned to the contractor to minimize lost production time;
4. Logs are updated on a regular basis;
5. Shop drawings have been approved and returned before associated work begins;
6. Copies of all submittals, samples, and RFI's are maintained on file.

Change Order Management – The Consultant shall review the Contractor's approved schedule orders to ensure that project issues are brought to the surface and addressed in a timely manner. The Consultant shall investigate all proposed change orders

EXHIBIT A

Project Name: Hollister/Kellogg Park Project

submitted by the contractor and ensure the City has agreed in writing to the Contractor's Proposed Change Order (PCO). PCOs will include supporting records. The Consultant shall review necessary and desirable changes to the Project, and advise the City's project manager of change order impacts. The Consultant shall:

1. Assemble documentation to include such items as inspection reports, test reports, drawings, sketches, photographs, and other materials as required.
2. Perform an Independent Cost Estimate (ICE) for all PCOs.
3. Maintain a change order log as a means to tracking PCOs and Change Orders through the review and approval process. Consultant will establish files for potential change orders or claims so as to accumulate documentation should the issues result in a change order or claim.

Construction Observation/Inspection – The Consultant shall be responsible for inspection and documentation of all construction tasks including: detours; construction staging; traffic control; pedestrian and bicycle access; drainage; NPDES requirements; lane closures; pavement delineation, safety requirements and labor compliance.

Quality Assurance and Materials Testing – The Consultant shall provide materials sampling and testing in accordance with the construction contract plans and specifications identified in the Quality Assurance Plan..

Reporting and Record Keeping – To accurately document the progress of the project and to assist in the management of its completion, The Consultant shall establish a file or record-keeping system in accordance with the City's and Caltrans policies and procedures. A list of the more important items that will be required as part of the record-keeping system include, but are not limited to; Daily dairies, Meeting minutes, Correspondence, Plan submittals, Certificates of compliances, Records of material testing, Updated as-builts, Photo log, CCO log, Submittal log, Contact Change Orders, and NOPC's.

Safety – The contractor has sole responsibility for compliance with safety requirements on the construction contract. The Consultant shall monitor the contractor's compliance with its safety program and advise the City of observed deficiencies. The Construction Safety Orders, the Caltrans Safety Manual, OSHA standards and the contractor's safety plan will guide the Consultant's field safety monitoring program.

Jobsite Progress Meetings – The Consultant shall determine an appropriate schedule for conducting Project progress meetings. The meeting will provide a forum to discuss, track, and resolve project issues early on and ensure it is maintained in a manageable state. Progress meetings will include discussion of the project status, upcoming items of work, and any coordination efforts that may be needed to keep the project moving forward. Additional meetings may be required to address specific issues and conditions.

• Deliverables:

- Track CCOs, extra work, supplemental work, project contingency balance
- Track shop drawing reviews and Requests for Information (RFI) from contractor with design consultants and Caltrans
- Prepare contractor progress payments per City format
- Labor Compliance
- Track materials incorporated into project
- Daily & Weekly Reports / Correspondence
- Maintain construction document files per CalTrans LAPM
- Coordinate with City's Public Information Officer
- Log of all Submittals/RFIs
- Prepare daily inspection reports in accordance with Caltrans Construction Manual.
- Provide roadway and structural inspections for the Project.
- Provide construction engineering to assist with necessary field design changes.
- Ensure all permit requirements are being followed
- Coordinate review and approval of Contractor's SWPPP or WPCP (when applicable).
- Verify project BMPs are installed maintained per Contractor's SWPPP or WPCP.
- Provide required inspections before, during, after rain events
- Prepare required Stormwater inspection reports, and upload to Water Board system.
- Monitor project for safety on a daily basis per Cal/OSHA requirements
- Monitor surrounding area for safety concerns to public that may be a result of project work (traffic control, impact to adjacent streets)
- Verify grades from construction staking.
- Coordinate field and laboratory testing services.

Task 3.0: POST-CONSTRUCTION PHASE SERVICES

Final Inspection and Punch List – The Consultant shall, in conjunction with the City, inspect the near completed facilities to identify discrepancies and deficiencies in the work performed by the contractor, and will subsequently prepare the necessary punch list to identify such items. Upon correction and re-inspection of omissions and deficiencies, the Consultant shall report to City on the completion of the Project, recommend acceptance and approval of final payment to the contractor.

As-Built Drawings – The Consultant shall regularly review the Project as-built drawings produced by the contractor and require that the as-built drawings reflect the current Project conditions. The Consultant shall provide the City and the Design Engineer with a copy of the contractor's as-built drawings and sufficient additional information to prepare certified final record as-built drawings.

EXHIBIT A

Project Name: Hollister/Kellogg Park Project

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

Deliverables:

- Furnish As-Built information to the design consultant for preparation of As-Built drawings.
- Perform final walk-throughs with the City and Contractor.
- Prepare final construction report for the Project.
- Provide the City with all Operation and Maintenance manuals and warranties as required by contract.
- Prepare close out files in three ring binders and deliver to the City following the completion and acceptance of the Project.



EXHIBIT B – RATE SCHEDULE
CONSTRUCTION MANAGEMENT,
INSPECTION AND MATERIALS TESTING FOR THE
HOLLISTER/KELLOGG PARK PROJECT

05. RESOURCE MATRIX & FEE SCHEDULE

The contractual construction period for this project is estimated to be 200 working days, or approximately 10 months. We have estimated our onsite Construction Manager/Senior Construction Inspector at 8 hours per day, and our Resident Engineer at 4 hours/day. We have not included additional work on weather days, days granted for change order work, or overtime/holiday work since it is not anticipated on the project. Time spent will be in direct relation to the Contractor's ability to perform the work, so actual level of effort required may vary and will be coordinated with City staff.

RESOURCE ALLOCATION MATRIX BY LABOR HOURS					
NOTES: • Based on 200 total working days (40 weeks) • Overtime and night work labor premium not included.	FILIPPIN ENGINEERING			FUGRO	Cost
	Resident Engineer	Construction Manager/Senior Construction Inspector	Labor Compliance Officer (OE)	Materials Testing	
HOURLY RATE	\$ 185.00	\$ 138.00	\$ 98.00	See Fugro Fee Table for Sub Fee w/o Markup	
PRE-CONSTRUCTION PHASE SERVICES					
Kick-off Meeting	4	2	2		
Review Contract Documents	4	8			
Contract Administration	4	8	4		
Submittal Processing	40	10	3		
Preconstruction Conference	18	10	1		
Preconstruction Condition Documentation		2			
Sub-Total Hours	70	40	10		\$ 19,450.00
CONSTRUCTION PHASE SERVICES					
Coordination of Contract Execution	10	20			
Project Communication and Coordination	180	160			
Project Schedule	100	20			
Submittal, RFI, & Materials Management	200	200			
Change Order Management	80	50			
Construction Observation/Inspection		800			
Labor Compliance Monitoring	10	20	100		
Quality Assurance and Materials Testing	10	20		\$60,093	
Reporting and Record Keeping	40	120			
Safety	10	10			
Jobsite Weekly Progress Meetings	120	160			
Payment Application Review	40	20			
Sub-Total Hours	800	1600	100	\$ 60,093.00	\$ 438,693.00
POST CONSTRUCTION PHASE SERVICES					
Final Inspection and Punch List	8	4			
As-built Drawings	2	4			
Final Documentation & Report	20	10	10		
Filing of notice of completion and obtainin lein releases		4			
Sub-Total Hours	30	22	10	0	\$ 9,566.00
PROJECT TOTAL HOURS	900	1662	120	\$ 60,093.00	\$ 467,709.00
	\$ 166,500.00	\$ 229,356.00	\$ 11,760.00	\$ 60,093.00	
TOTAL NOT-TO-EXCEED FEE FOR SERVICES					\$ 467,709.00

We have estimated the cost of our services based on our understanding at this time of the scope and complexity of the work. However, because our services will be performed on a time and materials basis, and largely dependent on the contractor selected to perform the work, it is possible that our actual charges could be higher or lower than the amount we have estimated to perform the work outlined in the scope of work. During the performance of our services, the need for additional or expanded services will be monitored and communicated by the Project Manager. We will include a monthly budget tracking sheet with our billing so that any increase or decrease in our level of effort will not be unanticipated, and services will never be exceeded without direction from the City in writing.



EXHIBIT B – RATE SCHEDULE
CONSTRUCTION MANAGEMENT,
INSPECTION AND MATERIALS TESTING FOR THE
HOLLISTER/KELLOGG PARK PROJECT

We believe this is the best suited staffing for the magnitude of this project, however, we understand public agency issues, budgets, and funding constraints and are committed to developing a flexible staffing plan that will meet those restrictions. Should the City wish to negotiate a different level of service, FE is always willing to meet and discuss.

SUBCONSULTANT COST BREAKDOWN



STATEMENT OF QUALIFICATIONS

Fee Section	
City of Goleta Hollister / Kellogg Park Improvements	
Task 1 - Construction Materials Testing	
In Place Density Testing - Rough Grading	
Site Rough Grading - 8 site visits @ 6 hrs/visit @ \$105/hr	\$ 5,040
Play Area Subgrade - 10 site visits @ 4 hrs/visit @ \$105/hr	\$ 4,200
Permeable Parking Lots and Sidewalks - 4 site visits @ 6 hrs/visit @ \$105/hr	\$ 2,520
Infiltration Systems - 6 site visits @ 4 hrs/visit @ \$105/hr	\$ 2,520
Site Utilities / Drainage - 8 site visits @ 4 hrs/visit @ \$105/hr	\$ 3,360
Portland Cement Concrete (PCC) Special Inspection and Sampling	
Courts and Play Area Hardscape - 10 pours @ 6 hrs/pour @ \$105/hr	\$ 6,300
Skatepark - 15 pours @ 6 hrs/pour @ \$105/hr	\$ 9,450
Miscellaneous Curb / Gutter / Sidewalk (Sampling Only) - 10 site visits @ 4 hrs/visit @ \$105/hr	\$ 4,200
Laboratory Testing	
Earthwork	
4" ASTM 1557 Modified Proctor - 6 @ \$210 each	\$ 1,260
6" ASTM 1557 Modified Proctor - 6 @ \$245 each	\$ 1,470
Sieve Analysis - 6 @ \$190 each	\$ 1,140
Sand Equivalent - 6 @ \$95 each	\$ 570
Portland Cement Concrete (PCC)	
30 Sets of 4 Concrete Compression Cylinders (120 total) @ \$30 each	\$ 3,600
8 Sets of PCC Batch Plant Sets @ \$500 each (estimated)	\$ 4,000
Coordination & Reporting	
Construction Services Manager - 20 hrs @ \$150/hr	\$ 3,000
Final Report (estimated)	\$ 2,000
Total Estimated Costs:	\$54,630



06. PROPOSED RATE SHEET

Filippin Engineering standard hourly rates and sub-consultant markup are provided in Exhibit A below.

EXHIBIT A FILIPPIN ENGINEERING, INC. BILLING RATES EFFECTIVE JANUARY 1, 2018			
Engineering		Construction Management	
Engineering Technician	\$ 85.00	Assistant Construction Manager	\$ 145.00
Senior Engineering Technician	\$ 105.00	Associate Construction Manager	\$ 155.00
		Senior Construction Manager	\$ 175.00
Junior Engineer	\$ 135.00	Principal Construction Manager	\$ 185.00
Assistant Engineer	\$ 140.00	Senior Construction Inspector (PW)	\$ 138.00
Associate Engineer	\$ 145.00	Chief Inspector/Owner's Rep (PW)	\$ 145.00
Senior Engineer	\$ 175.00	(PW) Prevailing Wage	
Principal Engineer	\$ 185.00		
General			
Technical/Clerical Support	\$ 75.00	Sub-Consultant	Cost + 10%
Office Engineer	\$ 95.00	Reimbursable Expenses	Cost + 5%
Senior Program Manager	\$ 180.00	Outside Consultant	Cost + 10%
<p>Note 1: Reimbursable expenses include postage, shipping, outside plot and copy reproduction costs.</p> <p>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 Group 2 construction inspector (SC-23-63-2016-2D).</p> <p>Note 3: For multiple year on-call agreements, prevailing wage rates subject to change each year in conjunction with labor increases required by prevailing wage law.</p>			

Due to the nature of materials testing and the page limit requirement, a full rate sheet for materials testing is not included. Should the City wish to view Fugro rates for all staff and tests, please contact FE and we can work with you to get the appropriate information.

ATTACHMENT 3:

Pour in Place product specifications and MSDS Sheets



MATERIAL SAFETY DATA SHEET

Page 1 of 4

SPECTRATURF
500 E. Rincon St. #100
Corona, CA 92879-1352
USA

TELEPHONE: (800) 875-5788
FAX: (800) 875-5788
www.spectraturf.com

PRODUCT NAME: Binder – Top & Bottom Layers

PRODUCT CODE: N/A

DATE: JANUARY 2007

CHEMICAL FAMILY: POLYURETHANE CEMENT

OSHA HAZARD COMMUNICATION STATUS: THIS PRODUCT IS NOT HAZARDOUS UNDER THE CRITERIA OF THE FEDERAL OSHA HAZARD COMMUNICATION STANDARD 29 CFR 1910.1200

FIRE: THIS PRODUCT IS CLASSIFIED AS NON FLAMMABLE

CHEMICAL CHARACTERISTICS

INGREDIENT NAME	CAS NO.	CONTENTS	HEALTH CLASS	RISK
DIPHENYL METHANE-4,4'-DI-ISOCYANATE 26/37/38, 42/43 WITH CATALYST (LESS THAN 0.1%)	101-68-8	10-30%	Xn	20,

PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE: Liquid
CHANGE IN PHYSICAL STATE:

DENSITY: approx. 1.1 g/cm³ at 20°C
VAPOR PRESSURE: <0.0003mmHg @ 25C
VISCOSITY: approx. 1800-2600 mPas at 25°C
SOLUBILITY IN WATER: insoluble, reacts
pH VALUE: not applicable

FLASH POINT:	>200°C
FREE NCO CONTENT:	approx. 10%
EXPLOSIVE LIMITS:	N/A
THERMAL DECOMPOSITION:	N/A
HAZARDOUS DECOMPOSITION PRODUCTS:	No hazardous decomposition products if stored and handled correctly.
HAZARDOUS REACTIONS:	Exothermic reaction with amines and alcohols; reacts with water forming CO ₂ .
FIRE & EXPLOSION HAZARDS:	Not classed as flammable. If involved in a fire, it may emit noxious and toxic fumes. Due to reaction with water producing CO ₂ gas, a hazardous build-up of pressure could result if contaminated containers are re-sealed.

LABELLING FOR USER PURPOSES AND TRANSPORT

EEC Classification:	Harmful
Hazard Symbol:	X _n
Risk Phrases:	R20 Harmful by inhalation R42 May cause sensitization by inhalation
Safety Phrases:	S23 Do not breathe gas / fumes / vapor / spray S24/25 Avoid contact with skin and eyes S26 In case of contact with eyes, rinse immediately with plenty of water and seek medical advice S37 Wear suitable gloves S38 In case of insufficient ventilation, wear suitable respiratory equipment S45 In case of accident or if you feel unwell, seek medical advice immediately (show the label where possible). P4 Contains isocyanates.

STORAGE AND HANDLING

USAGE PRECAUTIONS: Avoid spilling, skin and eye contact. Ventilate well, avoid breathing vapors. Use approved respirator if air contamination is above accepted level.

STORAGE PRECAUTIONS: Keep in cool, dry ventilated storage and closed containers. Keep in original container. Store below 25°C.

HAZARDOUS REACTIONS: Reaction with water (moisture) produces CO₂ gas. Exothermic reaction with materials containing active hydrogen groups.

EXPOSURE AND PERSONAL PROTECTION

INGREDIENT NAME:	CAS No.	STD	LT EXP	ST EXP
Diphenyl Methane-4,4'-Di-isocyanate	101-68-8	MEL	(8 hrs)	(15 min)
		0.02MG/M3(Sen)		0.07mg/m3(Sen)

PERSONAL PROTECTION

Gloves:	At all times.
Eye Protection:	At all times.
Respirators:	Suitable respiratory equipment with positive air supply should be used in cases of insufficient ventilation or where operational procedures demand it.

Hygienic Routine: DO NOT SMOKE IN WORK AREA. No eating or drinking while working with this material.

FIRE AND EXPLOSION HAZARDS:

Not classed as flammable. If involved in a fire, it may emit noxious and toxic fumes. Due to reaction with water producing CO₂ gas, a hazardous build-up of pressure could result if contaminated containers are re-sealed.

DISPOSAL:

Disposal should be in accordance with local, state or national legislation.

Small quantities and empty drums: pre-treat to neutralize prior to disposal.

Large quantities: incinerate under approved controlled conditions, using incinerators suitable for the disposal of noxious chemical waste.

EMERGENCY MEASURES

ACCIDENTAL RELEASE:

Wear necessary protective equipment. Ventilate well. Avoid contact with skin or inhalation of spillage, dust or vapor. Collect with absorbent, non-combustible material into suitable containers. Containers with collected spillage must be properly labeled with correct contents and hazard symbol. Avoid water on spilled material or leaking containers. Do not contaminate water sources or sewer.

FIRE FIGHTING EQUIPMENT:

Extinguishing media: Use powder, CO₂ or foam. DO NOT use water if avoidable.

Special fire fighting procedures: Do not get water inside container. NOTE: Use air supplied respirators to protect against gases / fumes. Use special clothing. PVC boots should be worn.

FIRST AID:

Skin contact: Wash immediately with water followed by soap and water. If symptoms persist, obtain medical attention. Contaminated clothing should be laundered before re-use.

Eye contact: Irrigate immediately with plenty of clean water or an eyewash solution for at least 15 minutes. Obtain medical attention.

Inhalation: The affected person should be moved to fresh air and made to rest. Obtain medical attention. Treatment is symptomatic for primary irritation or bronchospasm.

Ingestion: Give water or milk to drink. Do not induce vomiting. Obtain medical attention as a precaution. Treat symptomatically. Get medical attention.

TOXICOLOGICAL INFORMATION

HEALTH WARNINGS: INHALATION. Preparation contains small amounts of isocyanate that may cause allergic reaction and irritation of respiratory system. Prolonged inhalation of high concentrations may damage respiratory system.
 SKIN CONTACT. Irritating to skin. May cause sensitization by skin contact.
 EYE CONTACT. Irritating to eyes
 INGESTION. May cause discomfort

TARGET ORGANS: Skin. Eyes. Respiratory system, Lungs.

Summary: This product is a respiratory irritant and potential respiratory sensitizer. Repeated inhalation of the vapor at levels above the OEL could cause respiratory sensitization. It may cause mild eye irritation and slight skin irritation (P.I. Index = 1). It may cause skin sensitization. This product is of low acute toxicity by ingestion (LD50 > 5g/kg) and of no more than slight toxicity by skin absorption.

The information and recommendations in this publication are to the best of our knowledge, information and belief to be accurate at the date of publication. Nothing herein is to be construed as a warranty, express or implied. In all cases, it is the responsibility of users to determine the applicability of such information or the suitability of any products for their own particular purpose.

1. Identification of the product and manufacturer	<p>1.1 Product Name: EPDM Crumb Rubber</p> <p>1.2 Company Details: ECORE International Inc. P.O. Box 989, 715 Fountain Avenue, Lancaster, PA 17601 Phone: 717.295.3400 Fax: 717.295.3414</p>
2. Hazard(s) identification	These products are non-hazardous
3. Composition / Information on ingredients	There are no substances in this product presenting a health or environmental hazard within the meaning of the Chemicals (Hazard Information & Packaging for Supply) Regulations
4. First aid measures	<p>Inhalation: no specific measures required</p> <p>Skin contact: no specific measures required</p> <p>Eye contact: no specific measures required</p> <p>Ingestion: no specific measures required</p>
5. Fire fighting measures	<p>5.1 Suitable extinguishing media: Water spray jet, foam, dry powder, carbon dioxide</p> <p>5.2 Extinguishing media that MUST NOT be used: Not applicable</p> <p>5.3 Special exposure hazard arising from combustion products, resulting gases: carbon monoxide, hydrogen chloride, sulfur oxides, nitrogen oxides, aromatic hydrocarbons, PAH's, particulate matter, ozone, heavy metals.</p> <p>5.4 Special protective equipment for fire fighting: Use respiratory protection independent of recirculated air.</p>
6. Accidental release measures	<p>6.1 Personal precautions: No special measures required</p> <p>6.2 Environmental precautions: No special measures required</p> <p>6.3 Methods for cleaning up: Dispose of according to regulations</p>
7. Handling and storage	<p>7.1 General information: No special protective measures required</p> <p>7.2 Handling: Normal safe handling practices must be applied</p> <p>7.3 Storage: Rolls should be stored horizontally</p>
8. Exposure controls / P.P.E.	Personal protection equipment: None required
9. Physical & chemical	Appearance: EPDM rubber crumb
10. Stability and reactivity	<p>10.1 General information: If stored and handled in accordance with standard industry practices, no hazardous reactions are known</p> <p>10.2 Hazardous decomposition information: Thermal decomposition in the presence of air may yield hydrogen chloride gas, carbon dioxide and carbon monoxide</p>
11. Toxicological information	<p>11.1 General information: No harmful effects have been reported to date</p> <p>Inhalation: not applicable</p> <p>Skin contact: no known hazard</p> <p>Eye contact: not applicable</p> <p>Ingestion: not applicable</p>
12. Ecological information	<p>12.1 Environmental fate and distribution: The floorings have no mobility in soil; are insoluble in water; are not expected to bioaccumulate</p> <p>12.1 Persistence and degradability: The floorings will not biodegrade</p>
13. Disposal considerations	Dispose of in accordance with local and national legislation
14. Transport information	The floorings are not classified as dangerous for transportation
15. Regulatory information	The floorings are defined as "not hazardous" in the Chemicals Hazard Information and Packaging regulations (CHIP3)
16. Other information	<p>ECORE International provides a Product Safety Data Sheet (PSDS) for finished floor covering products based on the "article exemption" found in 29 CFR 1910.1200 (b) (6) (v). An article is defined as: "a manufactured item other than a fluid or particle: (i) which is formed to a specific shape or design during manufacture; (ii) which has an end use function dependent in whole or in part upon its shape or design during end use; and (iii) which under normal conditions of use, does not release more than very small quantities, e.g. minute or trace amounts of a hazardous chemical and does not pose a physical hazard or health risk to employees."</p> <p>Disclaimer: Although the above information is presented in good faith and believed to be correct as of the current date, ECORE International gives no guarantee and disclaims responsibility for individual items being incomplete or incorrect. Furthermore, ECORE gives no guarantee that all possible measures are contained within the safety data sheet (including exceptional circumstances)</p>

Environmental Molding Concepts LLC
MATERIAL SAFETY DATA SHEET

Sof'Shred Buffings
Manufactured by Environmental Molding Concepts LLC
14050 Day Street
Moreno Valley, CA 92553
Phone: 951.214.6590 Fax: 951.214.6595

MATERIAL (CAS)	WT%	OSHA PEL	(ACGIHTLV)
Vulcanized Rubber Compound	Approx. 99%	N/A	N/A
Talc (Hydrous Magnesium Silicate)	Less than 4%	2.0 mg/m3	2.0 mg/m3
FLASH POINT: Ignition temperature of dust cloud 320 degrees Centigrade (608 F) approximately		FLAMMABLE LIMITS	

HAZARDOUS INGREDIENTS

PRODUCT IDENTIFICATION/CHEMICAL & PHYSICAL CHARACTERISTICS

PRODUCT NAME	Rubber Buffings	SOLUBILITY IN WATER	Insoluble
APPEARANCE	Black shredded rubber	ODOR	Slight smell of vulcanized rubber
SPECIFIC GRAVITY	1.0 - 1.15		
VAPOR PRESSURE	N/A	MELTING POINT	N/A
EVAPORATION RATE	N/A	VAPOR DENSITY	N/A
		BOILING POINT	N/A

FIRE AND EXPLOSION HAZARD DATA

LEL-.025OZ/CU.FT.*	UEL: N/A
EXTINGUISHING MEDIA:	Water, foam, dry powder, encapsulating fire suppressant. (DO NOT USE HIGH PRESSURE WATER)
SPECIAL FIRE FIGHTING PROCEDURES:	Noxious gases may be formed under fire conditions. West NIOSH approved self contained apparatus.
UNUSUAL FIRE AND EXPLOSION HAZARDS:	Dust may be explosive if mixed with air in critical proportions and in the presence of an ignition source. The hazard is similar to that of many organic solids.
*Estimates based on the NPFA Fire Protection Book	

HAZARDOUS INGREDIENTS HEALTH HAZARD DATA

STABLE: Yes	CONDITIONS TO AVOID: Conditions that will cause burning
INCOMPATIBILITY: (Materials to avoid)	Avoid strong oxidizing agents
HAZARDOUS DECOMPOSITION OF BY PRODUCTS	Thermal decomposition may produce carbon monoxide, carbon dioxide, zinc oxide fumes / dust, sulfur dioxide, liquid and gaseous hydrocarbons
HAZARDOUS POLYMERIZATION: Will not occur	CONDITIONS TO AVOID: Do not store hot material in hoppers due to possibility of spontaneous combustion
ROUTES OF ENTRY	Inhalation
HEALTH HAZARDS (Acute and Chronic)	This product can contain fine fibers that may cause itching. Otherwise, not known. This material is generally thought to be a nuisance dust.
CARCINOGENICITY	Rubber is not listed as a carcinogen
SIGNS AND SYMPTOMS OF EXPOSURE	Itching of skin, irritation of mucous membranes, sneezing and coughing, irritation of eyes
MEDICAL CONDITIONS GENERALLY AGGRAVATED BY EXPOSURE	Not known; however, could potentially aggravate allergies due to dust exposure
EMERGENCY AND FIRST AID PROCEDURES	Normal washing of skin with soap and water. Ordinary means of personal hygiene are adequate

PRECAUTIONS FOR SAFE HANDLING AND USE

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED	LOCAL EXHAUST: Yes, if dusty conditions occur.
WASTE DISPOSAL METHOD	Product not defined as hazardous waste. Dispose of in accordance with federal, state and local regulations.
PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE	Do not store near flame or ignition source. Do not store hot material in tubs or containers where spontaneous ignition could occur.
OTHER PRECAUTIONS	If material burns, an oily residue will result. This residue must be disposed of in accordance with federal, state and local regulations.
RESPIRATORY PROTECTION (Specify Type)	Use any dust and mist respirator noted for up to 10mg/m3.

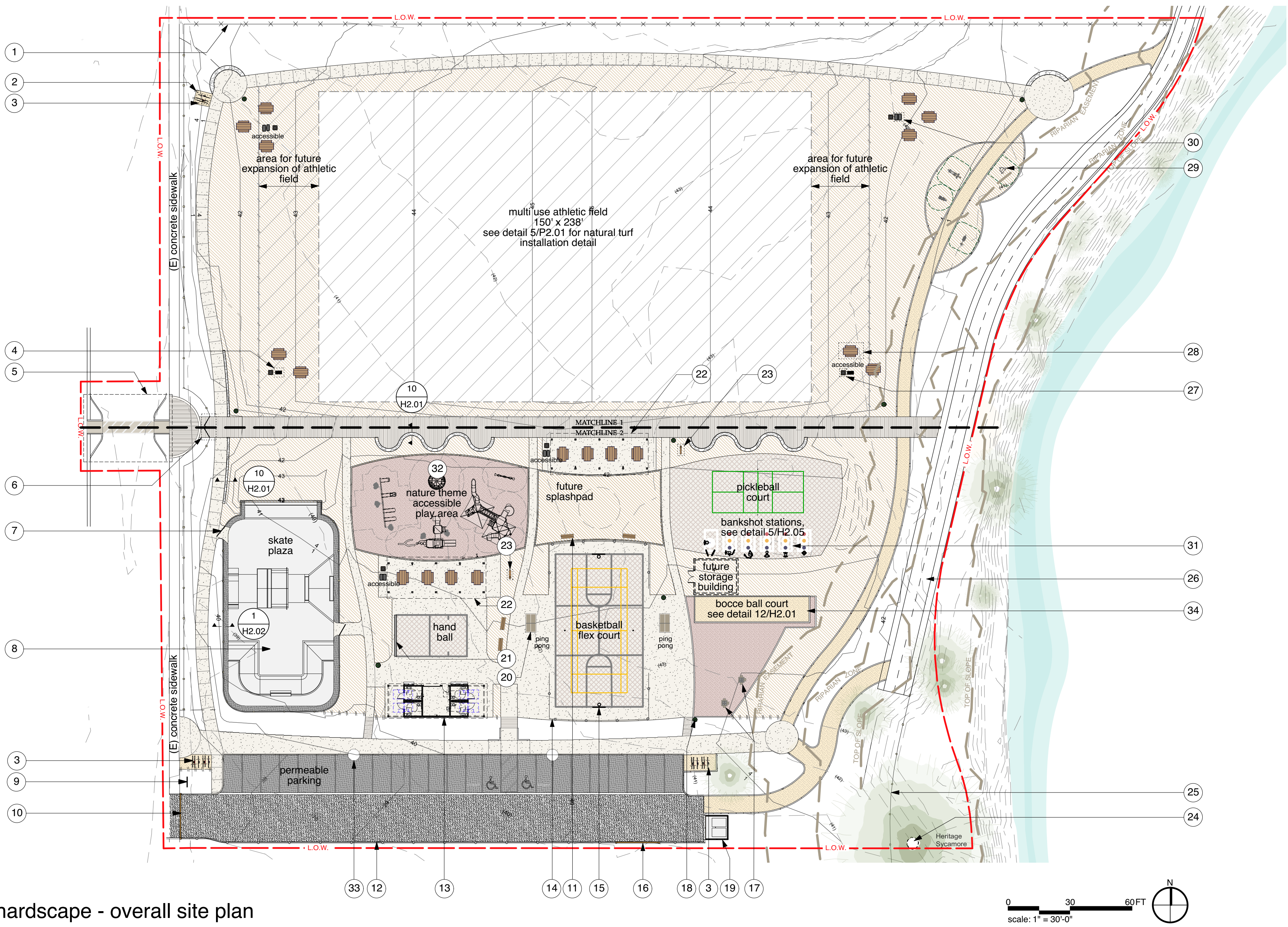
CONTROL MEASURES

VENTILATION: Yes	LOCAL EXHAUST: Yes, if dusty conditions occur
SPECIAL: None	MECHANICAL (General): Dust collector and exhaust fans.
PROTECTIVE GLOVES: Recommended	EYE PROTECTION: Use safety goggles to prevent dust entry.
OTHER PROTECTIVE CLOTHING OR EQUIPMENT	Enough fresh air should flow past the user to prevent exposure to airborne fibers and particles.
WORK/HYGIENE PRACTICES	Good personal hygiene; frequent washing with soap and water of exposed areas; remove and clean soiled clothing.

The information contained in this MSDS is consistent with the U.S. Department of Labor OSHA Form OMB 1218-0072. Consult OSHA Hazard Communications Standard 29 CFR 1910.1200 for additional information. To fully understand the use of any material the user should avail themselves of reference material and expert consultation in the fields of fire prevention, ventilation and toxicology.

ATTACHMENT 4:

Final Site Plan



plan legend

- limits of work line
- matchline
- proposed topography
- (E) topography

materials notes

- Contractor shall read and understand the specifications and conditions of approval prior to commencement of work. Failure to adhere to the specifications may result in a delay of the project at the contractor's expense. Contractor is responsible for any loss due to his/her decision to alter the design or layout of this project in any way.
- Contractor shall confirm all field dimensions and conditions prior to the start of work. Any discrepancies with plans shall be reported to the City Project Manager.
- Layout of onsite pathways is schematic and will be approved in the field by the City Project Manager.
- These plans were developed utilizing survey information provided by others. Landscape Architect holds no obligation to verify and or adjust base.
- Contractor shall make modifications to material or method of installation as required by local code, and shall notify the City Project Manager and Landscape Architect of such changes.
- Contractor shall provide a 4' x 4' area sample of each type of paving for approval by the City Project Manager.
- See civil sheets for horizontal layout

materials key

symbol	description	detail
	4" thick integral colored concrete pathway W/ sandscast (Topcast® #5) finish; Davis color "Palomino"; contractor to provide reference sample	1 H2.01
	6" thick integral colored concrete pathway W/ 6" wide stamped wood plank impressions; color to be selected; contractor to provide reference sample	1 H2.01 SIM.
	asphaltic concrete driveway; see Civil sheet C1.02 for details	
	80mm thick permeable concrete unit pavers over permeable base	6 H2.01
	stabilized decomposed granite; color "California Gold"	4-5 H2.01
	play area surface	
	Bid Alt - 1 100% poured-in-place recycled rubber play surfacing; two tone colors; colors TBD; MANUF. by SpectraTurf Tel.800.875.5788 or approved equal	8 H2.01
	Bid Alt - 2 12" thick engineered wood fiber "Forest Fiber Play" AVAIL. @ RecWest Outdoor Products, Inc. Tel. 818.735.3838 or approved equal; W/ 12" flush CONC. curb perimeter as shown on plans; subsurface drainage per detail	11 H2.01
	Asphaltic Concrete Play Surface coated W/ textured acrylic color surfacing; model Acrylotex sports coating, color TBD; MANUF. California Products Corp.; tel. 1.800.225.1141 or approved equal	9 H2.01
	6" thick engineered wood fiber "Forest Fiber Play" W/ 6" flush CONC. perimeter curb as shown on plans, wood fiber AVAIL. @ RecWest Outdoor Products, Inc. Tel. 818.735.3838 or approved equal	
	multi-use athletic field area over 6" drainage base and gopher mesh, install per detail #5, SHT P2.01	5 P2.01

1 hardscape - overall site plan

plan notes all prefabricated items listed below to be acquired and installed by contractor unless otherwise specified; see H1.01 & H1.02 for more information.

- | | | | |
|--|--|--|--|
| 1 perimeter wood fence | 9 front entry signage; city provided contractor installed | 17 (2) prefabricated concrete chess/checkers table | 26 proposed bike path; see Drake Haglan & Associates Bike Way Plans included as part on the Appendix on this set |
| 2 recycled plastic header | 10 metal parking lot gate | 18 (8) prefabricated trash receptacle | 27 (6) prefabricated concrete hot ash receptacle |
| 3 (10) prefabricated bike parking | 11 (4) prefabricated park bench | 19 prefabricated trash enclosure | 28 (18) prefabricated recycled plastic picnic table |
| 4 (2) prefabricated single-pedestal barbecue | 12 6'H vinyl coated chainlink perimeter fence along south edge of park | 20 (2) prefabricated concrete ping pong table | 29 (4) prefabricated fitness stations |
| 5 midblock crosswalk work under separate contract | 13 prefabricated restroom | 21 handball wall | 30 (4) prefabricated double-posted barbecue |
| 6 custom metal pedestrian entry gate and 4' high prefabricated metal fence | 14 14'H vinyl coated chainlink barrier fence | 22 (2) prefabricated trellis structure | 31 (6) prefabricated bankshot stations |
| 7 custom metal skate plaza gate and 4'H fence | 15 (2) prefabricated basketball hoops | 23 (2) custom piñata pole | 32 prefabricated nature themed play equipment |
| 8 skate plaza | 16 6' H vinyl coated slide gate @ south perimeter | 24 existing heritage sycamore to remain and be protected | 33 (2) prefabricated 66" round tree grates |
| | | 25 wood split rail fence with interpretive signage around heritage Sycamore Tree | 34 bocce ball court |

Addendum 1	03.23.18	VAI
Addendum 3	03.23.18	VAI
REV	DATE	BY

CONSULTANT:
VAN ATTA Associates, Inc.
landscape architecture + planning
235 Palm Ave., Santa Barbara CA. 93101
Tel. 805.730.7444 - FAX.730.7446
CL# 2928

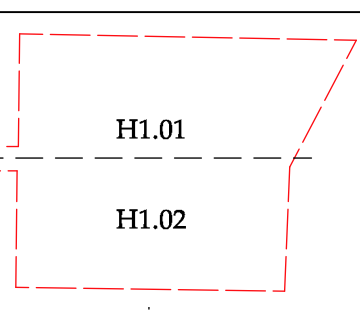
DESIGNED:
VAI
DRAWN:
VAI
CHECKED:
VAI
APPROVED:



CITY OF GOLETA
DEPARTMENT OF NEIGHBORHOOD SERVICES
& PUBLIC SAFETY

130 CREMONA DRIVE, SUITE B, GOLETA, CALIFORNIA 93117
TEL 98050 (805) 961-7500

KEY
MAP:



May 1, 2018
For Construction

HOLLISTER/KELLOGG PARK
HARDSCAPE
OVERALL SITE PLAN

PROJECT NO. CIP 9035

SHT: H0.01

SHT# 14 OF 51 SHTS.