



TO: Mayor and Councilmembers

FROM: Carmen Nichols, Deputy City Manager

CONTACT: Dana Grossi, Management Analyst

SUBJECT: Goleta Library Story Well Room Renovation: Acceptance of Donation from the Friends of the Goleta Valley Library and Award of Construction Agreements

RECOMMENDATION:

- A. Authorize the City Manager to receive a donation from the Friends of the Goleta Valley Library in the amount of \$62,456.45 through approval of a written agreement between the City of Goleta and Friends of the Goleta Valley Library for the renovation of the Children's Story Well Room; and,
- B. Authorize the placement of a plaque in the renovated Children's Story Well Room commemorating the donations made for the project, and direct the Public Works Director to approve the wording of the plaque and placement details; and,
- C. Authorize the City Manager to execute a construction contract between the City of Goleta and Qwik Response Disaster Control and Construction for asbestos abatement and removal at the Goleta Library, in an amount not-to-exceed \$7,633.45; and,
- D. Authorize the City Manager to execute a construction contract between the City of Goleta and Quincon, Inc. for a room remodel at the Goleta Library, in an amount not-to-exceed \$54,823; and,
- E. Authorize the City Manager to approve contingency contract change orders for the renovation of the Children's Story-Well Room, if necessary, in an amount not to exceed \$15,614.11; and,
- F. Authorize a budget adjustment to increase Library Donations revenue account 101-4-1700-625 by \$62,456.45 and appropriate \$62,456.45 in donation funds to account 101-5-9069-705 (Miscellaneous Facilities Improvements – Capital Outlay) for Fiscal Year 2018/19 for the renovation of the Children's Story-Well Room; and increase the Library County Per Capita revenues account 208-4-1700-225 by \$36,800 and appropriate \$15,614.11 from Library Per Capita Funds to account 208-5-9069-705.

BACKGROUND:

The Goleta Library includes a room referred to as the "story well" room, which has been used for children's story time and textile activities for generations of Goleta residents. Due to the popularity of the library's storytelling and reading programs, the room has become too small to accommodate its youngest patrons. In addition, the current configuration of the room does not allow for disabled access. The Friends of the Goleta Valley Library (Friends) were given a donation by a private donor. The Friends and the donor are requesting that the existing space be renovated and named in honor of Jake Boysel, a young local boy tragically killed in a bicycle accident in 2006. The private donor is Karen Boysel, the mother of Jake Boysel, would like to honor her son's memory and his joy of reading and spending time at the Goleta Library. The private donation, combined with additional donated funds from the Friends, would go towards renovation of the existing room into a future children's activity room that would also provide shelving space for books, including the library's Children's Spanish book collection and picture books.

DISCUSSION:

The City has been presented with an opportunity to renovate the existing story well room at the Goleta Library through a generous contribution from the Friends of the Goleta Valley Library, which includes a private donation. In response, staff has evaluated and identified a need for basic upgrades to the room, including:

- Abatement and removal of asbestos from the room's vinyl floor covering and drywall;
- Filling in the existing floor, which in its current design includes step-down seating and thus is not suitable for disabled access;
- Renovation to bring the room up to current standards, including the installation of insulation and fire blocking, wall framing, drywall, and a new ceiling, creating a standard rectangular room that is functional and suitable for the shelving of books with tables that can be used for children's activities including tutoring services.

The City advertised for this work in two separate phases. Phase 1 (Demolition) would include the abatement and removal of asbestos as described above. City staff collected informal bids for this work from three different contractors: AbateX Environmental, Channel Coast Corporation, and Qwik Response Disaster Control and Construction. The lowest bidder was Qwik Response Disaster Control and Construction (Qwik Response), totaling \$7,633.45. Staff are recommending that City Council authorize a construction agreement with this contractor to perform the Phase 1 Demolition. A draft agreement with Qwik Response is included as Attachment 1 to this report, and the contractor's detailed quote is included as Exhibit A to that agreement.

The City then advertised for Phase 2 (Renovation) through a formal bid advertisement. Bids were due on February 26, 2018. Two contractors showed interest, but only one of those contractors submitted their bid on time. Therefore, staff are recommending that

the City Council authorize a construction contract with the only qualified bidder - Quincon, Inc. in the amount of \$54,823, to perform the Phase 2 Renovation. A draft agreement with Quincon, Inc. is included as Attachment 2 to this report. The City's notice inviting bids is included as Exhibit A to the agreement, and the contractor's bid submittal is shown in Exhibit B.

The City's Donation and Gift Policy (Donation Policy), included as Attachment 5 to this report, states that offers of donations of cash or items valued at more than \$10,000 must be accepted by the City Council. Furthermore, donations valued at more than \$10,000 are required to be accepted through a written agreement consistent with the Donation Policy guidelines and subject to approval by the City Council. The Friends, with the help of the private donor, are offering to contribute the total cost of both project phases, for a total donation of \$62,456.45. A draft agreement between the City and Friends is included as Attachment 3 to this report. This donation agreement serves as the City's acknowledgement of the donation and its intended uses. If Council accepts this donation, City staff will also complete a Donation Acceptance Form (see Attachment 4), as required by the Donation Policy.

Staff are recommending that City Council approve of the Friends' donation through approval of the donation agreement. If the donation agreement is approved by the City Council, staff would likely schedule the work to begin in mid-August following the conclusion of the Summer Reading Program on August 4th. Phase 1 (Demolition) is expected to take 3-5 days, while Phase 2 (Renovation) is expected to take 30 days. Staff would coordinate with the contractors to minimize disruptions to patrons during both project phases.

Finally, the Friends have requested that a plaque be placed in the renovated room after the project is completed, as a way of recognizing the private donor and to serve as a memorial for Jake Boysel. In November of 2010, the City adopted through Resolution No. 10-54 a Parks and Facilities Naming Policy (Naming Policy) which includes guidelines and procedures for the placement of dedications, commemorative objects, plaques or markers. As required by the Naming Policy (refer to Attachment 6), the Friends will submit a form to the City Clerk's Office requesting placement of a plaque in the renovated room and specifying the preferred wording for the plaque. If the City Council approves the placement of a plaque in the renovated room in honor of Jake Boysel and recognizing the donors for this project, the City's Public Works Department will then review the submittal and coordinate with the Friends as needed to finalize the plaque wording and placement details. The purchase of the plaque will be borne by the Friends.

FISCAL IMPACTS:

In receiving this donation, staff is requesting that the City Council authorize an increase to the Library Donations revenue account 101-4-1700-625 by \$62,456.54 to receive the Friends of the Goleta Library donation, and appropriate \$62,456.54 of the donation funds to account 101-5-9069-705 (Miscellaneous Facilities Improvement – Capital Outlay). The total project cost is \$62,456.54. However, staff are also recommending that

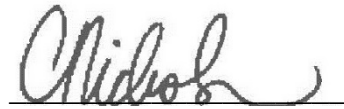
City Council authorize the City Manager to approve contingency contract change orders in amounts not to exceed a total of \$15,614.11, which represents (25) percent of the total project cost. This contingency budget would cover any potential unforeseen costs that may arise during construction. Any necessary change orders would be paid for out of account 208-5-9069-705, supported by Fund 208.

Fund 208 represents County library per capita revenues; staff are projecting that 5% or approximately \$36.8K more revenues will be received from this funding source than were originally budgeted for. The City will responsible for ongoing maintenance costs associated with the renovated room after the project's completion.

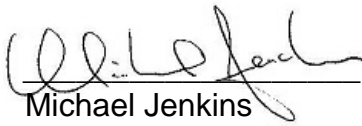
Reviewed By:

Legal Review By:

Approved By:



Carmen Nichols
Deputy City Manager



Michael Jenkins
City Attorney



Michelle Greene
City Manager

ATTACHMENTS:

1. Draft Public Works Agreement between the City of Goleta and Qwik Response Disaster Control and Construction
2. Draft Public Works Agreement between the City of Goleta and Quincon, Inc.
3. Draft Donation Agreement (Acknowledgement of Gift) between the City of Goleta and Friends of the Goleta Valley Library
4. Donation Acceptance Form
5. City of Goleta Donation and Gift Policy
6. City of Goleta Parks and Facilities Naming Policy

ATTACHMENT 1

Draft Public Works Agreement between the City of Goleta and
Qwik Response Disaster Control and Construction

**PUBLIC WORKS AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
SOUTH COAST FUNDING GROUP INC.
dba QWIK RESPONSE DISASTER CONTROL & CONSTRUCTION**

This Public Works Agreement (herein referred to as "AGREEMENT") is made and entered into this ____ day of July, 2018, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **SOUTH COAST FUNDING GROUP INC. dba QWIK RESPONSE DISASTER CONTROL & CONSTRUCTION** (hereinafter referred to as "CONTRACTOR").

RECITALS

A. Pursuant to the Notice Inviting Sealed Bids for the Goleta Library Story Well Room Remodel. All bids were received, publicly opened, and declared on the date specified in the notice.

B. On February 26, 2018 the Goleta's City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR.

C. The City Council, on this 17th day of July, 2018, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT with CONTRACTOR for furnishing labor, equipment and material for the Goleta Library Story Well Room Remodel 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 Goleta Library Story Well Room Remodel Project in the City of Goleta. The work shall be performed in accordance with the bid prices set forth in CONTRACTOR'S Bid Proposal (attached as Exhibit A) 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 10 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 \$1000 per day for each and every day of unauthorized delay beyond the completion date, which amount shall be deducted from any payments due or to become due the CONTRACTOR.
5. PREVAILING WAGES:
 - A. Pursuant to Labor Code Sections §§1720 *et seq.*, including but not limited to sections 1771, 1774 and 1775, and as specified in Title 8, California Code of Regulations, Section 16000 *et seq.*, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
 - B. In accordance with Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

- C. CITY directs CONTRACTOR's attention to Labor Code Sections 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.
- D. Labor Code Section 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:
 - (1) When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or
 - (2) When the number of apprentices in training in the area exceeds a ratio of one to five, or
 - (3) When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or
 - (4) When assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

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

- E. CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.
- F. CONTRACTOR and any subcontractor must comply with Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices.
- G. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations (DIR), ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards

and its branch offices.

H. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this 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
QWIK RESPONSE DISASTER CONTROL & CONSTRUCTION
165 Aero Camino
Goleta, CA 93117
(805)962-6626
Attn: Adrian Barraza

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 ____ day of July, 2018, at Goleta, California, and effective as of _____, 2018.

CITY OF GOLETA:

Michelle Greene, City Manager

ATTEST:

Deborah Lopez, City Clerk

APPROVED AS TO FORM:



Winnie Cai, Deputy City Attorney

CONTRACTOR:

Cheyne Knight, President

Steven Delgadillo, Chief Financial Officer

EXHIBIT A

Contractor's Bid Proposal



QwikResponse Restoration & Construction

165 Aero Camino
Goleta, CA 93117
Tel: 805-962-6626 TIN#77-0149307
Fax: 805-963-2165 Contractor Lic #629171

Client: City Of Goleta - Public Library
Property: 500 North Fairview Ave
Goleta, CA 93117

Operator: ABARRAZA

Estimator: Adrian Barraza
Company: QwikResponse

Type of Estimate: Asbestos
Date Entered: 10/18/2017 Date Assigned:
Date Est. Completed: 10/18/2017 Date Job Completed:

Price List: CABN8X_OCT17
Labor Efficiency: Restoration/Service/Remodel
Estimate: QR11469-ASB

ASBESTOS ABATEMENT PROPOSAL

This is a preliminary estimate.

NOTIFY LOCAL OSHA REGULATORY AGENCY PRIOR TO JOB START, AS REQUIRED ISOLATE WORK AREAS BY FULL CONTAINMENT AND CRITICAL BARRIERS. RUN NEGATIVE AIR FILTRATION DURING THE ABATEMENT AND MONITOR AIR IN THE WORK AREA. TRANSPORT, MANIFEST AND DISPOSE OF WASTE AT AN EPA LANDFILL.

This proposal is valid for 30 days from the above date. Please review it carefully to ensure that all items in the project are covered. This proposal/scope of work is only for the work outlined within. Once agreed upon any changes outside the scope may cause an increase or decrease in the final cost of the project. Any changes in the scope of work shall be reflected in a change order, to be signed by the owner prior to any work being done.

QwikResponse will prepare an estimate reflecting our opinion of the visible repairs necessary due to water/fire/sewer/mold/asbestos damage. That estimate will reflect our initial findings only, and does not make any guarantee that furthers latent damages or other problems including, but not limited to, building code issues, dry rot damages, asbestos or mold issues exist but have not been discovered at the time of this estimate.

No professional testing or analysis for same has been done as this is an estimate/proposal intended to account for the obvious, visible damages only. Additional services are available from third party specialty contractors for fees that an estimator can discuss with you. If these are not requested and paid for separately by the homeowner, then the repairs may consist of only those items listed in our estimate. If containment is included in this estimate, be aware that finishes in the home, such as wall and ceiling paint /acoustic, and wood finishes may be affected due to tape or stapling of plastic sheeting.

PRICING: All pricing within this scope includes the cost of all materials and labor, unless otherwise noted. Overhead covers the cost of insurance, taxes, material selection cost, pick-up costs, delivery costs, and any other miscellaneous costs associated with this project. Profit is added on and is self-explanatory. All pricing falls within industry standards. Note that Time and Material estimates include off-site labor such as travel time, job site material disposal, pick up of supplies and materials.

ALLOWANCE: The word "ALLOWANCE" on line items indicates that there is a question as to the exact material to be used,



QwikResponse Restoration & Construction

165 Aero Camino
Goleta, CA 93117
Tel: 805-962-6626 TIN#77-0149307
Fax: 805-963-2165 Contractor Lic #629171

the amount of time needed, or even how the task is going to be completed. Therefore these line items could increase or decrease in cost once the determination or selection is made.

UNSEEN CLAUSE: There are instances where we are unable to see where items are behind walls or there may be "unseen" damage to the structure. In addition, it is not uncommon when removing drywall and other building materials near ceramic or stone tile and/or stone slabs to have damage. Contractor cannot guarantee that these materials will not be damaged during the demolition process. Unseen issues or damage will ALWAYS result in an additional cost. In the event this happens you will be notified and given a cost of repair.



QwikResponse Restoration & Construction

165 Aero Camino
Goleta, CA 93117
Tel: 805-962-6626 TIN#77-0149307
Fax: 805-963-2165 Contractor Lic #629171

QR11469-ASB

QR11469-ASB

DESCRIPTION	QTY
1. Add for personal protective equipment (hazardous cleanup)	18.00 EA
Note: (3) technicians will change out twice a day for (3) days, abatement and clean up.	
2. Negative air fan/Air scrubber (24 hr period) - No monit.	4.00 DA
note: It will require (1) negative air scrubber in containment and left on site during abatement clearance.	
3. Add for HEPA filter (for negative air exhaust fan)	0.25 EA
5. Containment Barrier/Airlock/Decon. Chamber	250.00 SF
6. Peel & seal zipper - heavy duty	2.00 EA
9. Asbestos waste hauling & disposal - per bag	40.00 EA
11. Remove Tear out asbestos vinyl floor covering	36.00 HR
Note: Technicians will cut out all the asbestos containing flooring including the floor underlayment.	
13. Tear off asbestos drywall (no haul off)	24.00 HR
Note: Technicians will remove all drywall and hepa vacuum the studs for clearance.	
10. Demobilization after the lab clears the work area	2.00 EA

Labor Minimums Applied

DESCRIPTION	QTY
12. Vinyl floor covering labor minimum	1.00 EA

Grand Total

\$7,633.45

Adrian Barraza

ATTACHMENT 2

Draft Public Works Agreement between the City of Goleta and
Quincon, Inc.

**PUBLIC WORKS AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
QUINCON, INC.**

This Public Works Agreement (herein referred to as "AGREEMENT") is made and entered into this ____ day of July, 2018, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **QUINCON, INC.** (hereinafter referred to as "CONTRACTOR").

RECITALS

A. Pursuant to the Notice Inviting Sealed Bids for the Goleta Library Story Well Room Remodel. All bids were received, publicly opened, and declared on the date specified in the notice.

B. On February 26, 2018 the Goleta's City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR.

C. The City Council, on this 17th day of July, 2018, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT with CONTRACTOR for furnishing labor, equipment and material for the Goleta Library Story Well Room Remodel 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 Goleta Library Story Well Room Remodel 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 30 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 \$1000 per day for each and every day of unauthorized delay beyond the completion date, which amount shall be deducted from any payments due or to become due the CONTRACTOR.
5. PREVAILING WAGES:
 - A. Pursuant to Labor Code Sections §§1720 *et seq.*, including but not limited to sections 1771, 1774 and 1775, and as specified in Title 8, California Code of Regulations, Section 16000 *et seq.*, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
 - B. In accordance with Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.
 - C. CITY directs CONTRACTOR's attention to Labor Code Sections 1777.5,

1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

- D. Labor Code Section 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:
- (1) When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or
 - (2) When the number of apprentices in training in the area exceeds a ratio of one to five, or
 - (3) When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or
 - (4) When assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

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

- E. CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.
- F. CONTRACTOR and any subcontractor must comply with Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices.
- G. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations (DIR), ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

- H. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this 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 Indemnitee. 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 or obligations of either party without the prior written consent of the other shall be void and of no force and effect.
13. INDEPENDENT CONTRACTOR: CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.

14. TAXES: CONTRACTOR is responsible for paying all retail sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in the contract shall include compensation for any taxes CONTRACTOR is required to pay by laws and regulations in effect at the bid opening date.
15. LICENSES: CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this 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:
QUINCON, INC.
200 S. 13th Street, Suite 216
Grover Beach, CA 93433
(805) 305-1150
Attn: Jose Quintana

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 ____ day of July, 2018, at Goleta, California, and effective as of _____, 2018.

CITY OF GOLETA:

Michelle Greene, City Manager

ATTEST:

Deborah Lopez, City Clerk

APPROVED AS TO FORM:



Winnie Cai, Deputy City Attorney

CONTRACTOR:

Jose Quintana, President and CFO

State of California License No. 888545

Business Phone (805) 305-1150

Emergency 24 Hr. Phone (805) 305-1150

EXHIBIT A
Notice Inviting Bids

CITY OF GOLETA



CONTRACT DOCUMENTS, SPECIFICATIONS, AND STANDARD DRAWINGS FOR CITY OF GOLETA - GOLETA LIBRARY STORY WELL ROOM REMODEL

PREPARED BY:
Dana Grossi, Management Analyst

APPROVED BY:

A handwritten signature in blue ink, appearing to read "Robert Woodward", written over a horizontal line.

Robert Woodward
Interim Public Works Director

Project Number: 04-17

Bid Opening: Monday, February 26, 2018
3:00 P.M.

For use with Standard Specifications for Public Works Construction,
2012 Edition (and all supplement) and the City's adopted Building Code

**TABLE OF CONTENTS
FOR
GOLETA LIBRARY STORY WELL ROOM REMODEL**

SECTION

- A. NOTICE INVITING SEALED BIDS
- B. SUPPLEMENTAL BIDDING INSTRUCTIONS
- C. BID PROPOSAL
- D. SAMPLE CONSTRUCTION CONTRACT
- E. PROVISIONS – GENERAL AND SPECIAL PROVSIONS

**NOTICE INVITING SEALED BIDS
FOR
GOLETA LIBRARY STORY WELL ROOM REMODEL**

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 PM on Monday, February 26, 2018** at which time they will be publicly opened and read aloud. Copies of the Contract Documents and Specifications are available from the CITY, 130 Cremona Drive, Suite B, Goleta, California 93117 upon payment of a \$20.00 non-refundable fee if picked up, or payment of a \$30.00 non-refundable fee, if mailed, on the City's website, (cityofgoleta.org) and on ebidboard.

The work includes all labor, material, supervision, and equipment necessary to construct and deliver a finished Room Remodel per the project specifications for the Goleta Library Story Well Room, located at 500 N. Fairview Avenue, Goleta, CA 93117.

Any contract entered into pursuant to this notice will incorporate the provisions of the California Labor Code. Compliance with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations will be required. 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 "Supplemental Bidding Instructions" and submitted in a sealed envelope plainly marked on the outside, **"SEALED BID FOR CITY OF GOLETA – GOLETA LIBRARY STORY WELL ROOM REMODEL, DO NOT OPEN WITH REGULAR MAIL"**.

A contract may only be awarded to the lowest responsive and responsible bidder that holds a valid Class "B" (General) Contractor's license in accordance with the provisions of the California Business and Professions Code. The Contractor shall have no less than three (3) years' experience in the magnitude and character of the work bid. The CITY reserves the right to reject any or all bids, to waive any irregularity, and to take all bids under advisement for a period of ninety (90) days.

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. A request for a copy of notice of the agenda for award made to the City Clerk or by registering on the City's website (www.cityofgoleta.org).

CITY OF GOLETA


Deborah Lopez, City Clerk

Published:
Santa Barbara Independent:
February 1, 2018 and February 15, 2018

Section B
SUPPLEMENTAL BIDDING INSTRUCTIONS

DEFINITIONS. Unless provided otherwise, the definitions in the Contract Documents are applicable to all Bidding Documents.

“Addenda” means written or graphic instruments issued by the City before the Bid Deadline that modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.

“Alternate” means a proposed change in the Work, as described in the Bidding Documents which, if accepted, may result in a change to either the Contract Sum or the Contract Time, or both.

“Bid Deadline” means the date and time designated in the Notice Inviting Sealed Bids as the last date and time for receipt of Bids, as may be revised by Addenda.

“Bidder” means a person or firm that submits a Bid.

“Bidding Documents” means the construction documents prepared and issued for bidding purposes including all Addenda.

“Lump Sum Base Bid” means the sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents, but not including unit price items or Alternates.

“Unit Price Bid” means an amount entered in the bid by bidder or a “Contract Item” price established by the City in the bid, as a price per unit of measurement for payment for materials, equipment or services including taxes, supervision, overhead and profit for a portion of the work described in the Bidding Documents. Bidder offers to perform the Unit Price Work for a fixed price per unit of measurement.

“Inspector” means the person designated by the Public Works Director to ensure specification compliance.

- A.** “Total Base Bid” means the sum stated in the bid for which bidder offers to perform the Work described in the bidding documents, but not including alternates.

BIDDER’S REPRESENTATIONS. By making its Bid, Bidder represents that:

Bidder read, understood, and made the Bid pursuant to the requirements in the Bidding Documents.

Bidder, at its sole cost and expense, is required to examine carefully the Bidding Documents and visit the Project site and is familiar with the conditions under which the Work will be performed and the local conditions as related to the Contract Documents. By submitting a Bid, Bidder represents: (1) that Bidder has read and understands the Bidding

Documents and has visited the site; (2) the Bid is made in compliance with the Bidding Documents and is based upon the labor, materials, equipment, and systems required by the Bidding Documents; (3) that Bidder understands that all labor, materials, equipment, and systems to be furnished for the Work shall be furnished for the prices bid; (4) that it has visited the Project site, familiarized itself with the local conditions under which the Work is to be performed; (5) that it is fully experienced, qualified and competent to perform the Work set forth in the Contract Documents; (6) that it shall not damage or endanger and shall preserve and protect adjacent properties; (7) that it is properly equipped, organized and financed to perform the Work; (8) that it is properly permitted and licensed by the California Contractors State Licensing Board to perform the Work; (9) that it has familiarized itself with all conditions bearing upon transportation, disposal, handling and storage of materials; (10) that it has familiarized itself with the availability of labor, water, electric power, and roads; (11) that it has familiarized itself with uncertainties of weather, or similar physical conditions at the Project site; (12) that it has familiarized itself with the character of equipment and facilities needed preliminary to and during performance of the Work; (13) that it has familiarized itself with the staging and material storage constraints of the Project site and surrounding buildings and will confine its staging and storage operations to approved areas; (14) that it will coordinate its construction activities with the other contractors performing work on the Project site, if any, including, but not limited to, any Separate Contractor retained by the City; and (15) that the Bidder has checked figures set forth in the Bid Schedule and understands that neither the City nor any officer or employee therefore will be responsible for any misunderstandings, errors, or omissions on the part of the Bidder in submitting its Bid.

Bidder and all Subcontractors, regardless of tier, have the appropriate current licenses issued by the State of California Contractor's State License Board for the Work to be performed. If Bidder is a joint venture, the Bidder will have a joint venture license appropriate for the performance of the work, and each member of the joint venture will likewise have the appropriate license. Business and Professions Code §§ 7000-7191 establish licensing requirements for contractors. If a Bidder, that is a specialty contractor, submits a Bid involving 3 or more specialized building trades, the work of which is more than incidental and supplemental to the performance of the Work for which Bidder holds a specialty contractor license, Bidder must also hold a General Building contractor "B" license. This requirement is applicable whether or not Bidder lists a Subcontractor for each such trade.

Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.

The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on Bidder's behalf.

Bidder is aware of and, if awarded the Contract, will comply with legal requirements in its performance of the Work.

Bidder is aware of and, if identified as the apparent lowest responsible bidder, would be required to pay City business license fee(s).

BIDDING DOCUMENTS.

Bidders may obtain complete sets of the Bidding Documents from the City's website as listed on the Notice Inviting Sealed Bids.

Bidders will use a complete set of Bidding Documents in preparing Bids.

The City makes copies of the Bidding Documents available, on the above terms, for the sole purpose of obtaining Bids for the Work and does not confer a license or grant permission for any other use of the Bidding Documents.

Bidders will be evaluated for responsiveness and responsibility based on information provided in the bid documents under "designation of Subcontractors" and Bidder's References."

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.

Before submitting its Bid, Bidder will carefully study and compare the various documents comprising the Bidding Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the Bid is submitted; will examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and will at once report to the City's representative errors, inconsistencies, or ambiguities discovered.

Requests for clarification or interpretation of the Bidding Documents will be addressed to the City's representative.

Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda. Clarifications, interpretations, corrections, and changes to the Bidding Documents made in any other manner will not be binding and Bidders will not rely upon them.

ADDENDA.

Before the Bid Deadline, the City may modify the Work, the Bidding Documents or any portion(s) thereof by the issuance of written addenda. Addenda will be in writing and issued only by the City

Addenda will be posted to the City's website, eBidboard, and distributed to certain planrooms. Addenda will be mailed or delivered to all who are known by the City to have received a complete set of bidding documents and who have provided a mailing address for receipt of addenda.

Copies of addenda will be made available for inspection at the City's Public Works Department.

The City will issue addenda so that they are received by prospective bidders not less than three (3) business days before the bid deadline. Addenda that withdraw the request for bids or postpone the bid deadline may be issued any time before the bid deadline.

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

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

SUBCONTRACTORS.

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

Substitution of subcontractors after the bid deadline who are listed in the bid form will only be allowed with the City's written consent and in accordance with California law.

FORM AND STYLE OF BIDS.

- C.** Bids will be submitted on the bid form included with the bidding documents. Bids not submitted on the City's bid form may be rejected. All blanks on the bid form must be filled in legibly in ink or by typewriter.

Bidder's failure to submit a price for any Alternate or unit price will result in the Bid being considered as non-responsive. If Alternates are called for and no change in the Lump Sum Base Bid is required, enter "No Change."

Each Bidder must fill out the "Bidders Statement of Past Contract Disqualifications" form stating any and all instances of contract disqualifications due to a violation of a law or safety regulation. The Bidder must explain the circumstances of each disqualification.

Bidder is not allowed to make stipulations on the bid form nor qualify the bid in any manner.

The Bids will be based upon full completion of all the Work as shown on the plans and specifications. It is expressly understood that the plans are drawn with as much accuracy as is possible in advance, but should errors, omissions or discrepancies exist in the plans which show conditions that vary from those encountered in construction, the Bidder (if awarded the Contract) specifically agrees to construct a completed Work ready for the use and in the manner which is intended. In the event of increasing or decreasing of Work, the total amount of Work actually done or materials or equipment furnished must be paid for according to the unit or lump sum price established for such Work under the Contract, wherever such unit or lump sum price has been established. In the event no prices are named in the Contract to cover such changes or alterations, the cost of such changes must be covered as extra Work.

The Bid Form will be signed by a person or persons legally authorized to bind Bidder to a contract. Bidder's representative will sign and date the Declaration of Eligibility to Contract included in the Bid Form. Failure to sign and date the Declaration will cause the Bid to be rejected.

BID DELIVERY.

The bid form, bid security, and all other documents required to be submitted with the bid must be enclosed in a sealed opaque envelope addressed to the City clerk. The envelope shall identify the project name as shown in the notice inviting sealed bids, bidder's name and address, and, if applicable, the designated portion of the project for which the bid is submitted. If the bid is sent by mail, the sealed bid must be enclosed in a separate mailing envelope labeled with the project name as shown in the notice inviting sealed bids and "do not open with regular mail"

Bids must be deposited at the designated location on or before the bid deadline. A bid received after the bid deadline will be returned to bidder unopened. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

Bidder will assume full responsibility for timely delivery at the location designated for receipt of bids.

Oral, telephonic, electronic, facsimile, or telegraphic Bids are invalid and will not be accepted.

MODIFICATION OR WITHDRAWAL OF BID.

Before the Bid Deadline, a submitted Bid may be modified or withdrawn. Notice of such action will be given to the City in writing and signed by the Bidder's authorized representative. A change so made will be so worded as not to reveal the amount of the original Bid.

A withdrawn Bid may be resubmitted up to the Bid Deadline, provided that it then fully complies with the Bidding Requirements.

Bids may not be modified, withdrawn, or canceled within ninety (90) days after the Bid Deadline unless otherwise provided in any Supplementary Instructions to Bidders.

OPENING OF BIDS. Bids submitted in the manner required by these instructions and are received on or before the Bid Deadline will be opened publicly.

REJECTION OF BIDS.

Bidders will be evaluated for responsiveness and responsibility based on bid proposal information provided in the bid documents under "designation of subcontractors" and bidder's references."

A responsive Bid is a Bid that conforms, in all material respects, to these Instructions to Bidders. Non-responsive Bids will be rejected.

A responsible bidder means a bidder who has demonstrated the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform fully the requirements of the Contract Bidding Documents and the moral and business integrity and reliability that will assure good faith performance in the sole discretion of the County. Any determination of a bidder's non-responsibility by the City shall be based on the fitness and capacity of the bidder to satisfactorily perform the obligations of the Contract, whether or not the bidder is qualified to perform those obligations, whether or not the bidder is trustworthy, and such other bases as may be relevant.

In addition to other provisions of the Bidding Documents, upon the request of the City, a bidder whose Bid is under consideration for the award of the Contract shall promptly submit satisfactory evidence to City showing the bidder's financial resources, experience in the field, and organization and other factors evidencing bidder's ability to successfully execute and complete the Contract.

The City reserves the right to reject any or all bids and to waive discrepancies, irregularities, informalities, or any other error in the bid or bidding, when to do so seems to

best serve the public interest. The right of the City to waive errors applies even if the Bidding Documents state that a discrepancy, irregularity, informality, or other error make a bid nonresponsive, so long as the error does not constitute a material error. The City reserves the right, in its sole discretion, to: judge the bidder's representations as stated in the Bid forms and any post-Bid information to determine whether or not bidder is qualified to perform the Work; be the sole judge regarding the suitability of the products, services, or supplies offered; to not purchase all items or the full quantity of each item listed in the Bid Item List; reject any or all Bids; waive any deficiencies, irregularities, or informalities in any Bids or in the bidding process; modify, cancel, or withdraw the Notice Inviting Sealed Bids; issue a new Notice Inviting Sealed Bids; suspend or abandon the Project; seek the assistance of outside technical experts in Bid evaluation; require a bidder to provide a guarantee (or guarantees) of the Contract by a third party; and not issue a Notice to Proceed after execution of the Contract. In submitting a Bid in response to the Notice Inviting Sealed Bids, the bidder is specifically acknowledging the City holds these rights. The Notice Inviting Sealed Bids does not commit the City to enter into a Contract, to reject, in its sole discretion, all Bids, nor does it obligate the City pay for any costs incurred by bidders in preparation and submission of a Bid or in anticipation of a Contract. By submitting a Bid, the bidder disclaims any right to be paid for such costs.

The City will have the right to reject any Bid not accompanied by any item required by the Bidding Documents, or a Bid which is in any other way materially incomplete or irregular.

AWARD.

The City may retain all Bids for a period of ninety (90) days for examination and comparison, and to delete any portion of the Work from the Contract.

The City will have the right to waive nonmaterial irregularities in a Bid and to accept the lowest responsive Bid as determined by the City.

The City will determine the low bidder on the basis of the total bid price in words on the bidding sheet as described on the bidding sheet.

The City will determine the low bidder on the basis of the total bid price in words on the bidding sheet as described on the bidding sheet.

City Staff will identify the apparent lowest responsive and responsible bidder and notify such bidder within thirty (30) days (unless the number of days is modified in any Addendum issued to bidders) after the Bid Deadline. Within fifteen (15) days after receiving the City's written notice that bidder was identified as the apparent lowest responsible bidder, bidder will submit to the City all of the following items as required by the City:

Two originals of the contract signed by bidder.

One original of the payment bond.

One original of the performance bond.

Certificates of insurance and additional insured endorsements on forms provided by the city.

Copy of current city of goleta business license certificate.

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

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

Before award of the Contract, the City will notify Bidder in writing, if the City objects to a Subcontractor proposed by Bidder, in which case Bidder will propose a substitute acceptable to the City. Failure of the City to object to a proposed Subcontractor before award will not preclude the City from requiring replacement of any Subcontractor based upon information received subsequent to award, information which cannot be properly evaluated before award due to time constraints, or information relating to a failure to comply with the requirements of the Contract.

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

If the City consents to the withdrawal of the Bid of the apparent lowest responsible Bidder, or the apparent lowest responsible Bidder fails or refuses to sign the Contract or submit to the City all of the items required by the Bidding Documents, within ten (10) days after receiving the City's notification, or the City determines that the Bidder is not financially or otherwise qualified to perform the Contract, the City may reject such Bidder's Bid and select the next apparent lowest responsible Bidder, until all bids are exhausted, or reject all Bids.

Prior to award of contract, Contractor shall review the material testing requirements of these specifications. If the contractor does not accept the test method, he shall notify the

owner in writing. If the owner does not receive written notice prior to the City awarding the contract, Contractor has accepted the test method and will abide by the test results and not contest them.

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

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

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

The bid protest is in writing;

Protests based upon alleged defects or improprieties in the Bidding Documents are filed with the City prior to the Bid Deadline;

All other protests are filed and received by the City not more than five (5) calendar days following the date of City's Notice of Intent to Award the Contract; and

The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest. All factual contentions must be supported by competent, admissible and credible evidence.

Any matters not set forth in the written bid protest shall be deemed waived. Any bid protest not conforming to the foregoing shall be rejected by the City as invalid.

ATTACHMENT A – BIDDING INSTRUCTIONS EQUAL SUBSTITUTION FORM

Project: _____

Location: _____

TO: _____

FROM: _____

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

2. Item specified for which substitution is requested:

Name or Brand: _____

Manufacturer: _____

Catalog No.: _____

3. The proposed substitution is:

Name or Brand: _____

Manufacturer: _____

Catalog No.: _____

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

5. Reasons for substitution request: _____

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

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

8. Does this substitution affect dimensions shown on Drawings?

Yes _____ No _____

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

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

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

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

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

Same _____

Different _____
(Explain on attachment.)

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

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

(1) Name of Project: _____

Address: _____

Date of Installation: _____

(2) Name of Project: _____

Address: _____

Date of Installation: _____

(3) Name of Project: _____

Address: _____

Date of Installation: _____

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

Same _____

Different _____

(Explain on attachment.)

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

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

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

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

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

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

Executed this _____ day of _____ 20__, at _____, California.

(Type or print name)

Submitted by:

(Firm)

(Address)

For use by City:

___ Accepted ___ Accepted as noted

___ Not Accepted ___ Rejected as late

(By)

(Date)

Section C
BID PROPOSAL
FOR
GOLETA LIBRARY STORY WELL ROOM REMODEL

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 FIFTEEN (15) WORKING DAYS**, not including Saturdays, Sundays and legal holidays, after the City has mailed notice of the award of contract to the Bidder, the proceeds of the Bid Security accompanying this Bid shall become the property of the City and this Bid and the acceptance hereof may, at the City's option, be considered null and void.

**BID PROPOSAL
FOR
GOLETA LIBRARY STORY WELL ROOM REMODEL**

Bids will be received until **Monday, February 26 at 3:00P.M.** at the Office of the City Clerk, City of Goleta, City Hall Building, 130 Cremona Drive, Suite B, Goleta, CA 93117.

For any questions regarding the Contract Documents, Specifications, Proposal or other Bidding Documents, shall be submitted in writing and emailed to please contact Dana Grossi at dgrossi@cityofgoleta.org.

The Project insurance requirements are per Sections C 6.1 – 6.3 of the Project Standard Specifications, as modified by the Specifications contained herein.

Contract Period: The City shall notify the Contractor of the Notice to Proceed date.
The Contract Period is fifteen (15) working days

BIDDER SHALL COMPLETE:

Bidder's Name _____

Street Address _____

City _____ State _____ Zip Code _____

Telephone Number _____ Fax Number _____

E-mail _____

The following Addenda are acknowledged:

Number

Dated

Initials

(Bidder must fill in number and date of each Addendum or may enter the word "none" if appropriate)

_____	_____	_____
_____	_____	_____
_____	_____	_____

BIDDERS NAME

DATE

TAX I.D. NUMBER

GOLETA LIBRARY STORY WELL ROOM REMODEL

BIDDING SHEET (Page 1 of 4)

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.

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 each Bid Schedule option in order for their bids to be complete. The award of contract will be based upon the total bid for all items, including the Supplemental Bid Items.

BIDDING SHEET (Page 2 of 4)

BASE BID SCHEDULE FOR GOLETA LIBRARY STORY WELL ROOM REMODEL

Item Number	Item Description	Qty	Unit	Bid
2	Provide and install 2"x12" pressure treated Douglas Fir to attach to the concrete stem wall with ½" diameter bolts @16" O.C. (see structural plans on page 4).	1	LS	\$ _____
3	Provide and install the Weyerhaeuser Trus Joist TJI 230 – 11 7/8" @ 16" O.C. with Simpson Strong Tie – Single Joist Face Mount -IUS 2.37/11.88 (see Structural plans on page 4 of drawings).	1	LS	\$ _____
4	Provide and install R19 Insulation (see Structural plans on page 4 of drawings).	1	LS	\$ _____
5	Provide and install vapor barrier to be attached to the floor joist (see Structural plans on page 4 of drawings).	1	LS	\$ _____
6	Provide and install fire blocking in the concealed space (as per Structural plans on page 4 of drawings).	1	LS	\$ _____
7	Provide and install ¾" plywood subfloor (see Structural plans page 4 of drawings).	1	LS	\$ _____
8	Provide and install a 2" x 4" wall framing at 16" on center for the adjacent block wall (see page 3 & 4 of drawings).	1	LS	\$ _____
9	Provide and install 5/8" Drywall Type X on all 3 ½ walls.	1	LS	\$ _____
10	Provide and install new ceiling with Armstrong Worthington Venture Wave T-Bar Grid Framing System: ESR-1308-24"x24" Acoustical Panels (see sheet 6 of drawings). Shall comply with ASTM C636 standards.	1	LS	\$ _____
11	Provide and install new four (4) Troffer fixtures (2' x 4') and florescent lamps with T8 LED tubes (see page 6 of drawings).	1	LS	\$ _____
12	Install and provide a new supply air for T-Bar ceiling similar to TRUaire 5200 Series Modular Core T-Bar with Diffusers (or approved equal) (see page 6 of drawings).	1	LS	\$ _____
13	Remove, retain and re-install current Return Air Grille and connect to current duct work (see page 5 & 6 of drawings).	1	LS	\$ _____
14	Provide and install Two (2) recessed floor receptacles with child-proof covers (see page 5 of drawings).	1	LS	\$ _____
15	Remove, retain and reinstall existing thermostat (see page 5 of drawings).	1	LS	\$ _____
16	Remove, retain and install current smoke detector and connect to existing circuit (see page 5 of drawings).	1	LS	\$ _____

BIDDING SHEET (Page 3 of 4)

BID SCHEDULE FOR GOLETA LIBRARY STORY WELL ROOM REMODEL

Item Number	Item Description	Qty	Unit	Bid
17	Wallcoverings: Paint and provide all materials and labor for 3 ½ walls plus the interior and exterior pocket door. Use Enviro-Life (No VOC) interior white water based primer two (2) coats along with one (1) coat of Dynasty (0 VOC) interior eggshell white paint #1370-00G formula or approved equal to match Ancestral #20 Pratt & Lambert color.	1	LS	\$ _____
18	Provide and install low pile carpet with cove adhesive, tack strip and pad. Color/material to be Media/ Wine Vineyard over premium Rebond cushion.	1	LS	\$ _____
19	Provide and install baseboard molding with 4" rubber top set base color: Thunder (grey) on all 3 ½ walls.	1	LS	\$ _____
TOTAL				\$ _____

Total in Words: _____

SIGNED: _____

PRINT NAME: _____

TITLE: _____

PHONE: _____

BIDDING SHEET (Page 4 of 4)

BIDDER SHALL COMPLETE

**COMPANY
NAME** _____

**STREET
ADDRESS** _____

CITY _____ **STATE** _____ **ZIP CODE** _____

TELEPHONE NO.: _____

24 HOUR TELEPHONE NO. _____

COMPANY CONTACT NAME: _____

CONTACT'S EMAIL: _____

PROPOSED EQUIPMENT AND MATERIAL MANUFACTURERS

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

Equipment/Materials	Supplier
----------------------------	-----------------

DESIGNATION OF SUBCONTRACTORS

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

These Subcontractors are identified as follows:

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

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

BIDDER'S REFERENCES

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

1. Name of Agency: _____
 Agency Address and Telephone _____

 Contact Person: _____
 Type of Construction Project: _____
 Contract Amount: _____
2. Name of Agency: _____
 Agency Address and Telephone _____

 Contact Person: _____
 Type of Construction Project: _____
 Contract Amount: _____
3. Name of Agency: _____
 Agency Address and Telephone _____

 Contact Person: _____
 Type of Construction Project: _____
 Contract Amount: _____

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

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

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 ("B", or) proper and adequate for the work required by the Contract, and that the failure to obtain proper and adequate licensing prior to 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 _____

Business Address _____

Telephone _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

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

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

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

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

Signature and Title of Bidder
or Authorized Representative

(SEAL)

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:

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

Signature and Title of Bidder or Authorized Representative

**NON-COLLUSION AFFIDAVIT
FOR
GOLETA LIBRARY STORY WELL ROOM REMODEL**

State of California)
County of _____) ss.

_____, being first duly sworn, deposes and says that he or she is _____
_____ of _____
_____ the party

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

(Signature and Title of Authorized Representative)

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

**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.: _____ Class _____ Expiration date: _____

Date _____ Signature _____

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

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

1. The Bidder is aware of Sections 1771.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a Community Services 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 Community Services 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 Community Services 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 Community Services project. Every Community Services project shall contain a provision prohibiting a contractor from performing work on a Community Services project with a subcontractor who is ineligible to perform work on the Community Services project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

(b) Any contract on a Community Services 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 Community Services 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 Community Services project, and determined that none of them is ineligible to perform work as a subcontractor on a Community Services 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 _____ day of _____, 2018, at _____, California.

Signature: _____

Name: _____

Title: _____

Name of Company: _____

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

Section D

CONTRACT AWARD AND EXECUTION

CONTRACT

PERFORMANCE BOND FORM

PAYMENT BOND FORM

**CITY OF GOLETA
PUBLIC WORKS AGREEMENT**

This Public Works Agreement ("Agreement") is made and entered into as of the date executed by the City Manager and attested to by the City Clerk, by and between [REDACTED] (hereinafter referred to as "CONTRACTOR") and the City of Goleta, California, a municipal corporation (hereinafter referred to as "CITY").

RECITALS

- A.** Pursuant to the Notice Inviting Sealed Bids for [REDACTED] bids were received, publicly opened, and declared on the date specified in the notice.
- B.** On [REDACTED], Goleta's City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR.
- C.** The City Council has authorized the City Manager to execute a written contract with CONTRACTOR for furnishing labor, equipment and material for the [REDACTED] 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 [REDACTED] 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 30 working days from the date of the notice to proceed. Liquidated damages will be assessed at \$200 per each calendar day past the completion date. 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 \$1000 per day for each and every day of unauthorized delay beyond the completion date, which amount shall be deducted from any payments due or to become due the CONTRACTOR.
5. PREVAILING WAGES:
 - A. Pursuant to Labor Code Sections §§1720 *et seq.*, including but not limited to sections 1771, 1774 and 1775, and as specified in Title 8, California Code of Regulations, Section 16000 *et seq.*, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
 - B. In accordance with Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.
 - C. CITY directs CONTRACTOR's attention to Labor Code Sections 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.
 - D. Labor Code Section 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the

apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

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

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

- E. CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.
- F. CONTRACTOR and any subcontractor must comply with Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices.
- G. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations (DIR), ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- H. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this 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 Indemnitee. 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 or obligations of either party without the prior written consent of the other shall be void and of no force and effect.
13. INDEPENDENT CONTRACTOR: CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.
14. TAXES: CONTRACTOR is responsible for paying all retail sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in the contract shall include compensation for any taxes CONTRACTOR is required to pay by laws and regulations in effect at the bid opening date.
15. LICENSES: CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this 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

[INSERT ADDRESS]

Attn: City Manager

CONTRACTOR

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 _____ day of _____, 2018, at Goleta, California, and effective as of _____, 2017.

CITY OF GOLETA:

Michelle Greene, City Manager

ATTEST:

Deborah Lopez, City Clerk
(seal)

APPROVED AS TO FORM:

Michael Jenkins, Interim City Attorney

CONTRACTOR:

Name, Title

CONTRACTOR'S State of California License No.

CONTRACTOR'S Business Phone No.

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

**PERFORMANCE BOND
FOR
GOLETA LIBRARY STORY WELL ROOM REMODEL**

_____, ("PRINCIPAL"), and _____, a corporation organized under the laws of the State of _____ and licensed by the State of California to execute bonds and undertakings as sole surety ("SURETY"), are held and firmly bound unto the CITY OF GOLETA ("CITY") in the sum of AMOUNT dollars (\$AMOUNT) (100% of amount bid in proposal) lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond, for the payment of which sum PRINCIPAL and SURETY bind themselves, their successors, and assigns, jointly and severally, by this instrument.

PRINCIPAL or SURETY will apply this bond for the faithful performance of any and all of the conditions and stipulations set forth in this bond, and the Community Services contract ("Contract") executed by CITY and PRINCIPAL. In the case of any default in the performance of the conditions and stipulations of this undertaking, it is agreed that PRINCIPAL or SURETY will apply the bond or any portion thereof, to the satisfaction or any damages, assessments, penalties, or deficiencies arising by reason of such default.

BOND CONDITIONS

1. PRINCIPAL will construct the public improvements ("Project") identified in the Contract. Such performance will be in accordance with the Contract Documents identified in the Contract, which are hereby incorporated and made a part of this bond. City has estimated the required amount of the bond as shown above.
2. PRINCIPAL's work on the Project will be done in accordance with the Contract Documents. Should PRINCIPAL fail to complete all required work within the time allowed, CITY may, at its sole discretion, cause all required work to be done and the parties executing the bond will be firmly bound for the payment of all necessary costs therefor.
3. PRINCIPAL will guarantee its work against any defective work, labor or materials on the Project for a period of one (1) year following the Project's completion and acceptance by CITY.
4. This bond is conditioned upon and guarantees due compliance with all applicable law including, without limitation, the Goleta Municipal Code ("GMC").
5. SURETY, for value received, agrees that no changes, extensions of time, alteration or modification of the Contract or of the obligations to be performed thereunder will in any way affect its obligation on this bond, and waives notice of any such change, extension of time, alteration or modification of the Contract or of the obligations to be performed. Furthermore, SURETY expressly waives the provisions of California Civil Code Sections 2845 and 2849.
6. This bond consists of this instrument; the Contract and Contract Documents referenced above; and the following two (2) attached exhibits all of which are incorporated herein by reference:

A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so; and

B. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

7. Should PRINCIPAL perform its obligations within the time allowed, PRINCIPAL's obligation will be void upon the acceptance of the performance by CITY; otherwise this obligation will remain in full force and effect.

SIGNED AND SEALED this _____ day of _____, 20____.

PRINCIPAL:

SURETY:

PRINCIPAL's MAILING ADDRESS:

SURETY's MAILING ADDRESS:

(Signature of authorized officer)

(Signature of authorized officer)

(Name and Title)

(Name and Title)

(Signature of authorized officer)

(Signature of authorized officer)

(Name and Title)

(Name and Title)

NOTE: ALL signatures must be acknowledged by a notary public. Attach the appropriate acknowledgement form. Also, attach evidence of the authority of any person signing as attorney-in-fact.

**PAYMENT BOND
FOR
GOLETA LIBRARY STORY WELL ROOM REMODEL**

The City of Goleta ("CITY") has awarded to **CONTRACTORS NAME**, as Contractor (hereafter as "PRINCIPAL"), a contract ("Contract") for the above stated project. PRINCIPAL is required to furnish a bond in connection with such Contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law.

PRINCIPAL and _____, a corporation incorporated under the laws of the State of _____ and licensed by the State of California to execute bonds and undertakings as sole surety ("SURETY"), are held and firmly bound unto the CITY in the sum of **AMOUNT** dollars (\$**AMOUNT**), (100% of amount bid in proposal), lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond, for the payment of which sum PRINCIPAL and SURETY bind themselves, their successors, and assigns, jointly and severally, by this instrument.

BOND CONDITIONS

1. PRINCIPAL will construct the public improvements ("Project") identified in the Contract. Such performance will be in accordance with the Contract Documents identified in the Contract, which are hereby incorporated and made a part of this bond. City has estimated the required amount of the bond as shown above.
2. If PRINCIPAL, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, SURETY will pay for the same in an amount not exceeding the penal sum specified in this bond.
3. This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 so as to give a right of action to such persons or their assigns in any suit brought upon this bond. In case suit is successfully brought upon this bond, SURETY further agrees to pay all reasonable attorneys' fees and costs in an amount fixed by the court.
4. This bond is conditioned upon and guarantees due compliance with all applicable law including, without limitation, the Goleta Municipal Code ("GMC").
5. SURETY, for value received, agrees that no changes, extensions of time, alteration or modification of the Contract or of the obligations to be performed thereunder will in any way affect its obligation on this bond, and waives notice of any such change, extension of time, alteration or modification of the Contract or of the obligations to be performed.

Furthermore, SURETY expressly waives the provisions of California Civil Code Sections 2845 and 2849.

6. This bond consists of this instrument; the Contract and Contract Documents referenced above; and the following two (2) attached exhibits all of which are incorporated herein by reference:
 - A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so; and
 - B. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.
7. Should PRINCIPAL perform its obligations within the time allowed, PRINCIPAL's obligation will be void upon the acceptance of the performance by CITY; otherwise this obligation will remain in full force and effect.

[Signatures on the following page.]

SIGNED AND SEALED this _____ day of _____, 201__.

PRINCIPAL:

SURETY:

PRINCIPAL's MAILING ADDRESS:

SURETY's MAILING ADDRESS:

(Signature of authorized officer)

(Signature of authorized officer)

(Name and Title)

(Name and Title)

(Signature of authorized officer)

(Signature of authorized officer)

(Name and Title)

(Name and Title)

NOTE: ALL signatures must be acknowledged by a notary public. Attach appropriate acknowledgement form. Also, attach evidence of the authority of any person signing as attorney-in-fact.

Section E

GENERAL AND SPECIAL PROVISIONS

GENERAL PROVISIONS

Standard Specifications

The work provided herein shall be performed in accordance with the City of Goleta adopted Building Codes and Standard Specifications for Public Works Construction (2012 edition) of the Southern California Chapter American Public Works Association. Part 1 (General Provisions) of the Standard Specifications is incorporated herein by reference. In case of conflict between the Standard Specifications and the Special Provisions, the Special Provisions shall control.

Any reference to "Agency" shall mean the City of Goleta unless otherwise stated.

Any reference to "Engineer" shall mean the Public Works Director or his authorized representative.

Modifications to Standard Specifications

Section 1 – No changes.

Section 2 - Scope and Control of the Work.

Add the following:

Paragraph 2-5.2.1 Conflict in Plans

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

Paragraph 2-6.1 Suggestions to Contractor

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

Section 3 - Changes in Work

Replace Section 3-2.2.1 Contract Unit Prices as follows:

If a change is ordered in an item of work covered by a Contract Unit Price, and such change does not involve a substantial change in character of the work from that shown on the Plans or included in the Specifications, then an adjustment in payment will be made. This adjustment will be based upon the increase or decrease in quantity and the Contract Unit Price.

In the case of such an increase or decrease in a Major Bid item (defined as a single Contract item constituting 10 percent or more of the original Contract Price), the use of this basis for adjustment of payment will be limited to that portion of the change, which together with all previous changes to that item, is not in excess of 25 percent of the total cost of such item based on the original quantity and unit price.

If a change is ordered in an item of work covered by a Contract Unit Price, and such change does involve a substantial change in the character of the work from that shown on the Plans or included in the Specifications, an adjustment in payment will be made in accordance with Paragraph 3-2.2.3 (herein).

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

Replace Paragraph 3-3.2.3 Markup with the following:

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

- | | |
|---------------------------------|-----|
| 1) Labor | 20% |
| 2) Materials | 15% |
| 3) Equipment Rental | 15% |
| 4) Other Items and Expenditures | 15% |

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

Work by Subcontractor. When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added for the Contractor's costs and supervision.

Replace Paragraph 3-5 Disputed Work with the following:

If the Contractor and the City are unable to reach agreement on disputed work, the City may direct the Contractor to proceed with the work. Payment shall be later determined by mediation, if the City and Contractor agree thereto, or as fixed in a court of law.

Although not to be construed as proceeding under extra work provisions, the Contractor shall keep and furnish records of disputed work in accordance with 3-3.

Section 4 - Control of Materials

Add the following:

Paragraph 4-1.1.1 Retention of Defective Work

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

Paragraph 4-1.6.1 Substantiation of Equivalency

Unless otherwise authorized by the Engineer, the substantiation of offers of equivalency must be submitted within 35 days after Award of Contract.

Section 5 - Utilities

Paragraph 5-1.2 Accuracy of Utilities Information

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

Section 6 - Prosecution, Progress and Acceptance of the Work

Add the following:

Paragraph 6-1.1 Notice to Proceed

Within ten (10) days after the execution of the contract, written notice to proceed will be given by the City to the Contractor. Notwithstanding any other provision of the contract, the City shall not be obligated to accept or to pay for any work furnished by the Contractor prior to delivery of notice to proceed whether or not the City has knowledge of the furnishing of such work.

Paragraph 6-6.1.1 Notice of Delays

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

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

Paragraph 6-6.1.2 Avoidable Delays

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

Paragraph 6-6.1.3 Extension of Time

In case the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with Paragraph 6-9.1. The City, however, shall have the right to grant an extension of time for avoidable delay if it is deemed in the City's best interest to do so. During such extension of time, the Contractor will be charged for engineering and inspection services and other costs as provided in Paragraph 6-6.2.1 but will not be assessed damages pursuant to Paragraph 6-9.

Paragraph 6-6.2.1 Compensation to Owner for Extension of Time

Compensation for extension of time for avoidable delay granted pursuant to Paragraph 6-6.1.3 shall be the actual cost to the City of engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the work and which accrue during the period of such extension, except that the cost of final inspection and preparation of the final estimate shall not be included.

Paragraph 6-7.1.1 Contract Period

The Contractor shall prosecute the work so that all portions of the project shall be complete and ready for use within fifteen (15) Working Days from the effective date of Notice to Proceed.

Paragraph 6-7.2.1 Working Hours

Regular working hours shall be within the hours of 7:00 a.m. and 5:00 p.m. Overtime and shift work may be established as a regular procedure by the Contractor only with the written permission of the Engineer. Such permission may be revoked at any time. No work shall be permitted on Saturdays, Sundays or legal holidays, except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

It is unlawful to construct, demolish, excavate, alter or repair any building or structure between the hours of 8:00 p.m. and 7:00 a.m. without the written approval of the City.

The following required information shall be provided to the Engineer in writing a minimum of ten (10) days in advance of the commencement of the proposed work:

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

All costs for overtime inspection, except those occurring as a result of overtime and shift work established as a regular procedure, shall be paid by the Contractor. Overtime inspection shall include inspection required during holidays observed by the AGC and Trade Unions, Saturdays, Sundays, and any weekday between the hours of 5:00 p.m. and 7:00 a.m. Such costs will include but will not necessarily be limited to engineering, inspection, general supervision and other overhead expenses which are directly chargeable to the overtime work. All such charges shall be deducted by the owner from payments due the Contractor.

Paragraph 6-8 Completion and Acceptance

A job walk will be performed at such time as the Contractor indicates that the project is substantially complete. A list of the remaining items (a punch list) will be prepared by the Engineer and/or Building Inspector and given to the Contractor by the Engineer.

All punch list items shall be completed during the contract period. Failure to do so will not be considered an occasion of unavoidable delay. When all items have been completed to the satisfaction of the City Engineer, the project will be submitted to the City Council, which may accept the completed work.

The Engineer will, in reporting completion to the City Council, give the date when the work was completed. This will be the date when the Contractor is relieved from responsibility to protect the

work, except for portions of the work for which the Contractor may have previously been relieved of such responsibility in accordance with Section 6-10.

Paragraph 6-9.1 Liquidated Damages for Avoidable Delay

For each and every calendar day that any portion of the work remains unfinished after the time fixed for completion in the contract documents as modified by any extension of time granted pursuant to Paragraph 6-6.1.3, damage will be sustained by the City. Because of the difficulty in computing the actual material loss and disadvantage to the City, it is determined in advance and agreed to by the parties hereto that the Contractor will pay the City the amount of damages set forth herein as representing a reasonable forecast of the actual damages which the City will suffer by the failure of the Contractor to complete the work within the stipulated time. The execution of the agreement shall constitute acknowledgment by the Contractor that he or she has ascertained and agrees that the City will actually suffer damages in the amount herein fixed for each and every day during which the completion of the work is avoidably delayed beyond the stipulated completion date.

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

Liquidated Damages for avoidable delays shall be in the amount of \$250.00 for each consecutive calendar day in excess of the time specified for completion of the work.

Paragraph 6-11 Request for Payment

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

Form: Progress Payment Request

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

Form: Progress Payment Request - Detail

This form may be used by the Contractor to provide the detail required to verify the payment quantities. (City will accept the Contractor's standard form if it provides the required information.)

Form: Quantity Change Verification Form

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

Form: Final Release Form

This form must accompany all requests for final payment.

The City will withhold five (5) percent of all monthly progress payments as retention to assure completion and payment of labor and materials. Retention will be released to the Contractor thirty-five (35) days after acceptance of the work by the City Council and the filing of a Notice of Completion.

CITY OF GOLETA, CA
Public Works Department

Construction Contract
Progress Payment Request

From:

Contractor

Date:

Contract No.:

Payment Request No.:

Address

CITY OF GOLETA
Public Works Department
130 Cremona Drive, Suite B
Goleta, California 93117

PROJECT NAME:

City of Goleta – Goleta Library Story Well
Room Remodel

500 No. Fairview Avenue, Goleta,
California 93117

Original Contract Amount: \$

Approved Change Orders through #: \$

Quantity Changes: \$
(Requires Project Engineer verification)

Total Contract Amount to Date: \$

Value of Work Completed to Date: \$

Less Retention: \$

Less Liquidated Damages: \$

Subtotal: \$

Less Previous Payments Approved: \$

Progress Payment Requested: \$

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

Signature

Print Name

Title

Date

CITY OF GOLETA, CA
Public Works Department

Construction Contract
Progress Payment Request - Detail

Date: _____ Payment Request No: _____ Contract No.: _____

Contractor: _____

p _____

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

Contractor Signature

Date

Inspector Signature

[illegible]

CITY OF GOLETA, CA
Public Works Department

Construction Contract
Final Release Payment

From: _____
Contractor

Date: _____

Contract No. _____

Address

Payment Request No. _____

Project Name: City of Goleta – Goleta Library Story Well Room Remodel

To: CITY OF GOLETA, CA
Public Works Department
City Hall
130 Cremona Drive, Suite B
Goleta, California 93117

Upon settlement of final quantities and approval of a Notice of Completion for the project by the Goleta City Council, including any approved changes, this document shall be effective to release any and all further rights of the Contractor to security for payment, including any worker's, mechanic's or material supplier's lien, stop notice claim or right to bond that the undersigned may have for the work furnished for the project. This document is offered as evidence for settlement of final payment and to induce the City Council to approve such final payment for Contractor in connection with the CITY OF GOLETA STOW HOUSE ROOF REPLACEMENT.

This release covers the final payment to the undersigned for all labor, services, equipment and material furnished on the job, including the work of all subcontractors and all materials furnished for all suppliers, and other agents acting on behalf of the undersigned on this work. There are no disputed claims for additional work.

Contractor Signature:

Print Name:

Title:

Date:

NOTICE: A signed final release is required with submittal of request for payment.

Paragraph 6-12 Guaranty

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

For the purpose of this article, "acceptance of the work" shall mean the acceptance of the work by the City in accordance with Paragraph 6-8 but not for the purpose of extinguishing any covenant or agreement on the part of the Contractor to be performed or fulfilled under this contract which has not in fact been performed or fulfilled at the time of such acceptance all of which covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

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

Section 7 - Responsibility of the Contractor.

Add the following:

Paragraph 7-3.2 Hold Harmless

Contractor shall, to the extent permitted by law, investigate, defend, indemnify and hold harmless the City, its officers, agents and employees from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including reasonable attorney's fees) and causes of action of whatsoever character which City may incur, sustain or be subjected to on account of loss or damage to property or loss of use thereof, or for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected with the work to be performed under this Agreement.

Paragraph 7.5 Permits

The contractor shall procure all permits and licenses including a City of Goleta business licenses, pay all charges and fees and give all notices.

Paragraph 7-8.5 Water for Construction

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

Attention is also directed to the provisions of Section 7, "Responsibilities of the Contractor," of the Standard Specifications, with regard to the Contractor's responsibilities for public convenience, public safety, preservation of property, and responsibility for damage. Nothing in Section 7 shall be construed as relieving the Contractor from furnishing an adequate supply of water required for the proper construction of this project in accordance with the Standard Specifications or these Special Provisions, or as relieving the Contractor from the legal responsibilities defined in said Section 7.

Water for construction purposes as required by these Specifications will be provided by the Contractor at the Contractor's expense.

If required, water (reclaimed or potable), used for the proposed construction shall be metered. Goleta Water District will furnish a water meter to the Contractor upon completion of an application and payment of a refundable deposit per water meter to the Goleta Water District (4699 Hollister Avenue, Santa Barbara, CA 93110, 805-964-6761). Reclaimed water meters will be used for connection to the Contractor's water truck, and the potable water meters will be used for connection to a City fire hydrant. The Contractor will be billed a monthly meter rental fee of and a temporary water rate based on a per hundred cubic feet (HCF) usage rate. Goleta Water District will refund the deposit upon return of the water meter(s), provided that they are in good operational order. It is the Contractor's responsibility to confirm all costs and permit conditions with the Goleta Water District.

Paragraph 7-8.6 Pollution Control

Add the following:

The contractor shall fully implement the provisions of the Caltrans Storm Water Pollution Prevention Plan (SWPPP) and shall submit the SWPPP to the City prior to commence of work.

Section 8 – Waste Management and Materials Pollution Control

Add the following:

Best Management Practices

8.1 Waste Management and Materials Pollution Control

8.1.1 Waste Management BMPs

8.1.2 Materials Pollution Control BMPs

Working Details for Waste Management*

WM-1 Material Delivery and Storage

WM-2 Material Use

WM-3 Stockpile Management

WM-4 Spill Prevention and Control

WM-5 Solid Waste Management

WM-6 Hazardous Waste Management

WM-7 Contaminated Soil Management

WM-8 Concrete Waste Management

WM-9 Sanitary/Septic Waste Management

WM-10 Liquid Waste Management

*Best Management Practices as listed in the Caltrans "Construction Site Best Management Practices (BMP) Field Manual and Trouble Shooting Guide." (See Attachment A)

Section 9 - Measurement and Payment.

Add the following:

Paragraph 9-3.2 Retained Percentage (supersedes Paragraph 9-3.2)

The Engineer will, after award of contract, establish a closure date for the purpose of making monthly progress payments if needed. The Contractor may request in writing that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the Agency's payment procedure.

Each month, the Engineer will make an approximate measurement of the work performed to the closure date and, as basis for making monthly payments, estimate its value based on Contract Unit Prices or as provided for in 9-2. When the work has been satisfactorily completed, the Engineer will determine the quantity of work performed and prepare the final estimate.

The City will retain five (5) percent of any progress payment as a fund for assurance of the performance of the contract, and for the protection and payment of any person or persons, mechanics, subcontractor, or workers who shall perform any labor upon the contract or work thereunder or who shall supply such person or persons or subcontractors with components, materials and/or supplies for carrying on such work.

In accordance with Public Contract Code Section 22300, securities shall be permitted in substitution of money withheld by the City to ensure performance under this contract.

At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay such moneys to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.

Alternatively, the contractor may request and the City shall make payment of retentions earned directly to the escrow agent at the expense of the contractor. At the expense of the contractor, the contractor may direct the investment of the payments into securities and the contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the contractor. Upon satisfactory completion of the contract, the contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City, pursuant to the terms of this section.

Securities eligible for investment under this paragraph shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City. The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

If an escrow agreement is used as security, it shall be null, void and unenforceable unless it is substantially similar to the form stated in Public Contract Code Section 22300.

No progress payment made to the Contractor or its sureties will constitute a waiver of the liquidated damages under 6-9.

SPECIAL PROVISIONS

GOLETA LIBRARY STORY WELL ROOM REMODEL SPECIFICATIONS

- 1) All work shall comply with the City of Goleta Building, Electrical and Mechanical Codes. All measurements will be confirmed in the field by the General Contractor.

■ Preparation:

- I. Prepare area for dirt and dust prevention by laying down painter's plastic sheeting on the floor from the children's story well room to the egress just off the children's library section.
- II. Work must be performed during library closure hours.
- III. Work area must be marked off so as to prevent anyone from entering the Story Well Room while under construction. During the library open hours, the Story Well room must be locked and all equipment placed either in the room itself or in the back patio area (see Children's Library egress patio area).

■ Remodel:

- I. Build floor according to Floor Joist Details/Structural Plans (see details on page 4).
- II. Install new T-Bar ceiling with the Armstrong Worthington Venture Wave framing system (ESR-1308/ 24"x 24" acoustical panels according to reflected ceiling plan (see page 6).
- III. Install and provide a new T-Bar Diffuser with round duct connections made to match the TRUaire 5200Series Modular Core T-bar Diffusers, or approved equal.
- IV. Provide and install new four (4) Troffer fixtures (2' x 4') and florescent lamps with T8 LED tubes (see page 6 of drawings). Troffer fixture lenses/diffusers shall be consistent with those in the existing adjacent library lighting system. Wiring method shall be copper THWN conductors sized in accordance with the existing overcurrent protective device and installed in flexible metal conduit with appropriate connectors and transition fittings. Outlet boxes shall be of steel construction and of sufficient dimension and depth to accommodate conductor fill limitations.
- V. Install 5/8" Drywall Type X on all 3 ½ walls according to floor plans (see page 4 for details).
- VI. Install 2" x 4" wall frame at 16" on center for the wall adjacent to the block wall. Timber studs shall be Douglas-Fir #2 grade or better.
- VII. Install and provide two (2) new duplex recessed floor receptacles with child-proof covers in floor according to plans (see page 5). Floor boxes shall be Hubbell-Raco model 6239NI or approved equal.
- VIII. Retain existing electrical wiring and duplex receptacle near entry (see page 5).
- IX. Provide and install nine (9) off white receptacle plates (see page 5).
- X. Add a control box with two (2) pole switches A/B controls (50/50) according to plans. Provide and install new off white switch plate (see page 5).
- XI. Provide and install eight (8) 120 volt receptacles, conduit and wiring @ +45" to connect to existing circuit (Panel C) see electrical/mechanical plans (page 5). Wiring method shall be copper THWN conductors sized in accordance with the existing overcurrent protective device and installed in flexible metal conduit with appropriate connectors and transition fittings. Outlet boxes shall be of steel

construction and of sufficient dimension and depth to accommodate conductor fill limitations.

- XII. Provide and install nine (9) off white receptacle plates (see page 5).
 - XIII. Remove, retain and re-install existing return air grille (see Electrical/Mechanical plan drawings/ page 5).
 - XIV. Remove, retain and re-install the current supply air and return air duct work, smoke detector, electrical wiring (as available), thermostat, and return air grille. Equipment to be reused shall be carefully removed during demolition, stored and protected from damage during the construction and re-installation process.
- Painting:
- I. Prevent over-spraying of paints and excessive sandblasting.
 - II. Use drip pans and drop cloths in mixing and painting areas.
 - III. Have absorbent materials (sand or kitty litter) readily available for possible paint spills. Dispose of contaminated material as required by law.
 - IV. Use Enviro-life (No VOC) interior white water based Primer two (2) coats.
 - V. Use Dynasty (O VOC) interior eggshell white paint #1370-00G formula to match Pratt & Lambert's color: "Ancestral" #20.— one (1) coat.
 - VI. Apply primer and paint at temperatures ranging from 50-90°F.
- Clean-up:
- I. The debris and materials from the demolition shall be captured and contained during the demolition process and then hauled away to the Santa Barbara County dump site upon completion of demolition. Should a roll-off container be necessary, coordination of placement should be done through the City of Goleta Project Manager (or designate).
 - II. Paint out brushes as much as possible. Squeeze paint from brushes and rollers back into their containers before cleaning them. Leave sink area neat and clean after each use.
 - III. Pour excess paint from trays and buckets back into paint can. Wipe containers clean with a cloth or paper towel. Dispose of dried wipes in the garbage.
 - IV. Rinse water-based paint brushes in a sink after pre-cleaning.
 - V. Final room shall be in order: painter's tape removed, the carpet vacuumed and "showroom" ready.
 - VI. All work will be subject to inspection as per the City of Goleta's building inspection process.
- 2) The following protocols shall take place during the surface cleaning:
- I. Collect and dispose of debris and trash from preparatory work.
 - II. Use a collection system to contain and collect all discharge water.
- Discharge wash water shall be collected and disposed of correctly and legally. Discharge of wastewater into storm drains shall be prohibited.

Contractor's License and Insurance Requirements:

- 1) Contractors shall provide a contractor's license number including class license and City of Goleta Business license (if applicable). General Contractors conducting business within the **City limits of Goleta are required to have a City of Goleta business license.**

- 2) Contractor shall provide a Commercial General Liability certificate of insurance coverage with endorsement naming the City of Goleta as additionally insured prior to start of work. The General Insurance liability required will be \$2,000,000 per occurrence and \$4,000,000 in general aggregate for bodily injury, personal injury, and property damage and an AM Best Rating of A-VII. Also required will be the Worker's Compensation and Employer's liability coverage as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident and auto insurance coverage of \$1,000,000 per accident for bodily injury and property damage.

General Requirements:

- 1) Contractor shall provide a schedule of work and completion to the Project Manager (or designate) before commencement of work.
- 2) Contractor shall provide a 24-hour contact name and number to the Project Manager (or designate) before commencement of work.
- 3) Contractor shall state the type of devices and equipment to be used for the work.
- 4) Contractor to supply all paint, brushes, tarps, tape, cleaning materials, tools, ladders, materials, painter's plastic sheeting and products necessary to complete the project.
- 5) All schedules and working hours to be via approval from the Goleta Public Library.
- 6) Contractor shall clean up public space in the Children's Library Daily and lock the Story Well Room Daily.
- 7) Contractor shall work during library closure hours and clean up non-story well room space daily from any debris created by them. Books to be covered with tarps for book protection and carpeting to be protected from dust and debris. Library open hours are Mondays 12- 6PM, Tuesday through Thursday 10AM – 8PM, Fridays & Saturdays 10AM-5:30PM, and Sundays 1-5PM.
- 8) Contractor shall leave the finished room in immaculate shape according to specifications and construction drawings. The carpet shall be vacuumed and free of dust and debris.

All work shall be inspected by the City of Goleta's Building Inspector as according to the required building inspections and approvals process.

Warranty:

All work and paint will be warranted for a period of one (1) year.

Paint:

- 1) Primer shall be No-VOC Primer Enviro-Life two (2) Coats.
- 2) Paint shall be Dynasty Interior/Exterior Eggshell white one (1) Coat.
- 2) Color to match Ancestral 20-1. Formula to match Pratt & Lambert's color.

Bonds:

A Bid Bond is not required for this project.

Bid Date & Time:

- 1) Date: Monday, February 26, 2018
- 2) Time: 3:00 p.m.

- 3) Bids must be delivered to:
 - a. Office of the City Clerk
130 Cremona Drive, Suite B
Goleta, CA 93117
- 4) Bids must be sealed in an envelope with the title:
**SEALED BID FOR CITY OF GOLETA – GOLETA LIBRARY STORY WELL ROOM
REMODEL, DO NOT OPEN WITH REGULAR MAIL**

Time of Completion:

Contractor will have 30 working days from the date of the Notice to Proceed. Liquidated damages will be assessed at \$200 per each calendar day past the completion date.

Information:

For further information contact:
Dana Grossi, Management Analyst
Office: 805-562-5507

GOLETA LIBRARY STORY WELL ROOM REMODEL

DRAWINGS

C-22

GOLETA VALLEY
PUBLIC LIBRARY
CITY OF GOLETA

GENERAL NOTES	
1	ALL WORK TO COMPLY WITH CITY OF GOLETA BUILDING, ELECTRICAL AND MECHANICAL CODES.
2	ALL MEASUREMENTS TO BE CONFIRMED IN THE FIELD BY THE GENERAL CONTRACTOR.
3	DO NOT SCALE DRAWINGS. DIMENSIONS TAKE PRECEDENCE

PROJECT DATA	
OWNER:	CITY OF GOLETA
PHONE:	(805) 961-7500
ADDRESS:	500 NO. FAIRVIEW AVENUE GOLETA, CALIFORNIA 93117
LOCATION:	GOLETA VALLEY PUBLIC LIBRARY - CHILDREN'S STORY WELL ROOM ONLY
TOTAL SQUARE FOOTAGE:	240 SQ. FT.

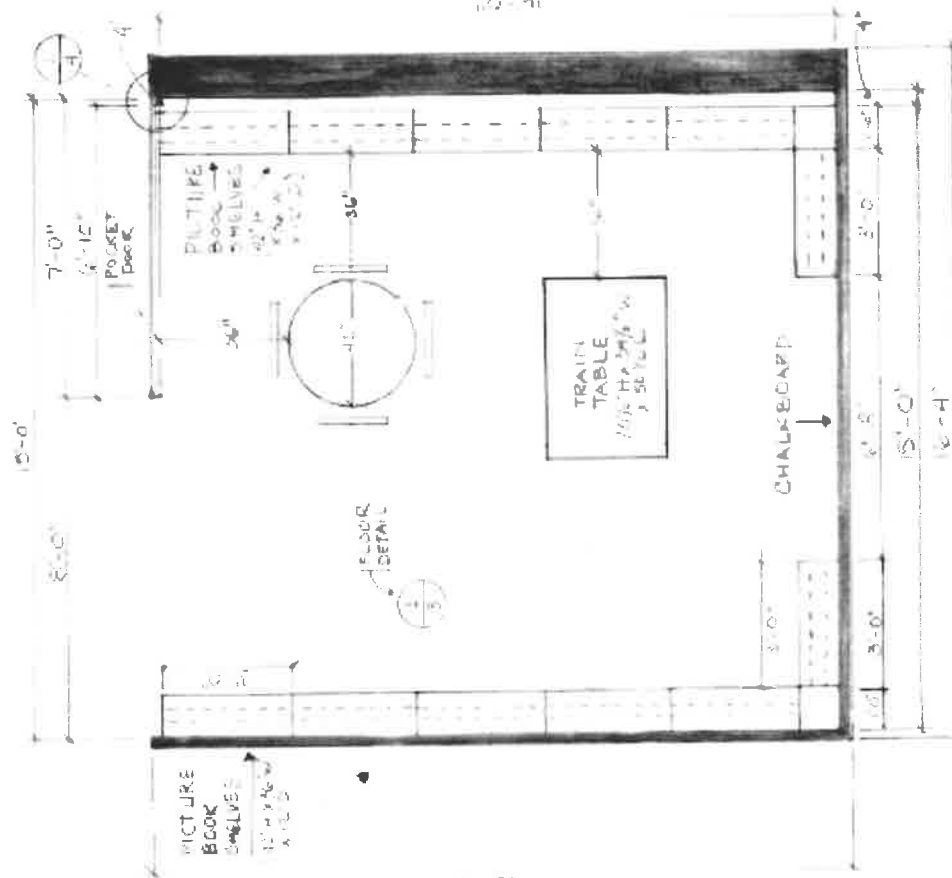
LEGEND & ABBREVIATIONS	
CON	CONCRETE
ACP	AC PAVING
T	TILE
T.G.R.	TOP GRADE
EXT	EXTENSION
ASTM	AMERICAN SOCIETY OF TESTING & MATERIALS
O.C.	ON CENTER
TP	TAMPER PROOF

INDEX	
NO.	SHEET
1	COVER SHEET
2	SITE PLAN
3	FLOOR & FURNITURE PLAN
4	FLOOR JOIST DETAILS - TJI230 - STRUCTURAL PLANS & FRAMING DETAIL
5	ELECTRICAL/MECHANICAL PLAN
6	REFLECTED CEILING PLAN

REVISED: 8/1/15
GIGI F. NOBLE
LIBRARY OF GOLETA
CITY OF GOLETA
GOLETA VALLEY
PUBLIC LIBRARY
CITY OF GOLETA



7. SITE PLAN
SCALE: 1"=10'



1ST FLOOR & FURNITURE PLAN - GOLETA LIBRARY STORY WELL

SCALE: 1/2" = 1'-0"
 AREA: 240 SQ. FT.
 CEILING HEIGHT: 9'-0"

NOTES:

- 1) FLOOR COVERING - COLOR: GIBRALTER/MEDIA "WINE VINEYARD" (LOW PILE) - COVE ADHESIVE, TACK STRIP AND PAD.
- 2) TOP SET RUBBER BASE MOLDING (4") BURKE FLOORING - #727 THUNDER (GREY)
- 3) WALLCOVERINGS - Two (2) COATS ENVIRO-LIFE PRIMER (0 VOC) & ONE (1) COAT DYNASTY (0 VOC) - INTERIOR EGGSHELL 1370 WATER BASED WHITE ENAMEL MADE TO MATCH ANCESTRAL 20-1 (PRATT & LAMBERT PAINTS) ON ALL 3 1/2 WALLS INCLUDING INTERIOR AND EXTERIOR OF POCKET DOOR.
- 4) TWO (2) RECESSED DUPLEX RECEPTACLES WITH CHILD TAMPER-PROOF COVERS AND DATA CONNECTIONS.
- 5) WALL FRAMING - 2" X 4" @ 16" O.C. (ADJACENT TO BLOCK WALL)
- 6) DRYWALL - 5/8" TYPE X ON ALL 3 1/2 WALLS
- 7) FINISHED ROOM ONLY - ALL FURNISHINGS TO BE PROVIDED BY OTHERS INCLUDING THE STEEL SINGLE FACED PICTURE BOOKSHELVES WITH WOOD PANELING ON TOP (42" H X 36" W X 12" D), TRAIN TABLE, TABLES, CHAIRS, CHALKBOARD, AND ACOUSTICCORD WALL COVERING (ACS 28 - PRAIRIE/ VERTICLE INSTALL).

REVISIONS
 ASHLEY

PREPARED BY GIGI BINKLEY
 CITY OF GOLETA
 500 N. FAIRVIEW AVE.
 GOLETA, CA 93117

DATE: 01/01/01
 SCALE: 1/2" = 1'-0"
 DRAWN: [illegible]
 T.O.B. [illegible]
 0' 0"

REVISIONS

5/24/79

PREPARED BY GIGI BINKLEY
CITY OF GOLETA
500 N. FAIRVIEW AVE.
GOLETA, CA 93117

GOLETA PUBLIC LIBRARY
STORY WELL ROOM
500 N. FAIRVIEW AVE.
GOLETA, CA 93117

DATE: 5/24/79

SCALE: 1/2" = 1'-0"

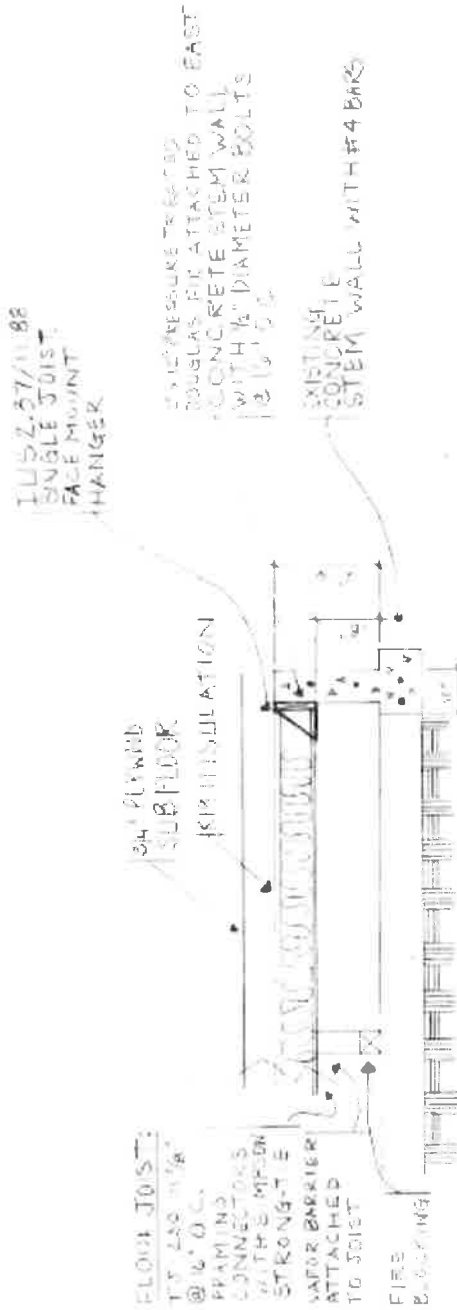
DRAWN

JOB

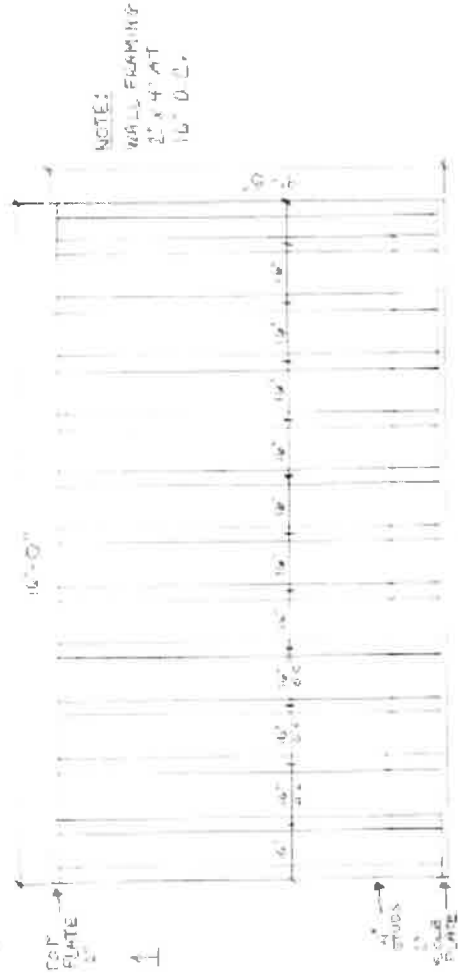
SHEET

A

OF 6



FLOOR JOIST DETAIL-SECTION 1
SCALE: 1/2" = 1'-0"



FRAMING DETAIL-SECTION 2
SCALE: 1/2" = 1'-0"

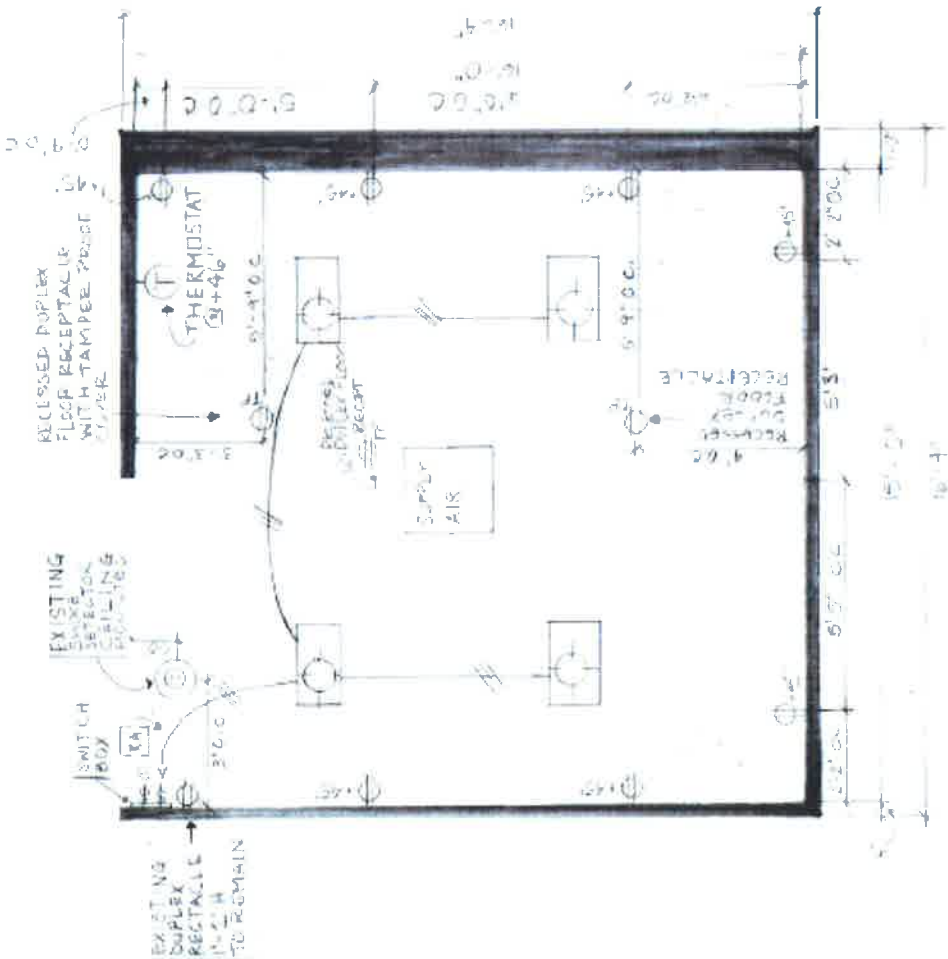
REVISIONS	
1	10/1/17
2	10/1/17
3	10/1/17
4	10/1/17
5	10/1/17
6	10/1/17
7	10/1/17
8	10/1/17
9	10/1/17
10	10/1/17

GIG BINKLEY
CITY OF GOLETA
150 CREMONA DRIVE, STE 200
GOLETA, CA 93017

GOLETA PUBLIC LIBRARY
CITY OF GOLETA
500 N. FAIRVIEW AVE.
GOLETA, CA 93017

DATE: 10/1/17
BY: J. L. L. L.
FOR: GIG BINKLEY
SHEET: 1 OF 6

ELECTRICAL/MECHANICAL LEGEND	
120 RECEPTACLE @ 45° - CONNECT TO EXISTING CIRCUIT PANEL C - 8 DUPLEX CONTROL BOX WITH 2 POLE SWITCHES A & B CONTROLS (50/50)	
CONDUIT WITH CONDUCTORS	
FLUORESCENT LIGHTS 2' X 4' - CONNECT TO EXISTING LIGHTING CIRCUIT PANEL B	
RECESSED DUPLEX FLOOR RECEPTACLES WITH TAMPER PROOF COVERS - 2 TOTAL (INCLUDES POWER & DATA CONNECTIONS)	
SINGLE POLE 120V SWITCH	
SMOKE DETECTOR IN CEILING - CONNECT TO EXISTING CIRCUIT	
THERMOSTAT @ 46° - CONNECT TO EXISTING CIRCUIT	
RETURN AIR	
SUPPLY AIR	



11 ELECTRICAL/MECHANICAL PLAN-GOLETA PUBLIC LIBRARY 1ST FLOOR
SCALE: 1/8"=1'-0"

EXHIBIT B

Contractor's Bid Proposal

Section C
BID PROPOSAL
FOR
GOLETA LIBRARY STORY WELL ROOM REMODEL

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 FIFTEEN (15) WORKING DAYS, not including Saturdays, Sundays and legal holidays, after the City has mailed notice of the award of contract to the Bidder, the proceeds of the Bid Security accompanying this Bid shall become the property of the City and this Bid and the acceptance hereof may, at the City's option, be considered null and void.

**BID PROPOSAL
FOR
GOLETA LIBRARY STORY WELL ROOM REMODEL**

Bids will be received until **Monday, February 26 at 3:00P.M.** at the Office of the City Clerk, City of Goleta, City Hall Building, 130 Cremona Drive, Suite B, Goleta, CA 93117.

For any questions regarding the Contract Documents, Specifications, Proposal or other Bidding Documents, shall be submitted in writing and emailed to please contact Dana Grossi at dgrossi@cityofgoleta.org.

The Project insurance requirements are per Sections C 6.1 – 6.3 of the Project Standard Specifications, as modified by the Specifications contained herein.

Contract Period: The City shall notify the Contractor of the Notice to Proceed date.
The Contract Period is fifteen (15) working days

BIDDER SHALL COMPLETE:

Bidder's Name Quinon, Inc.
Street Address 200 S 13th Street Suite 216
City Grover Beach State CA Zip Code 93433
Telephone Number 805-305-1150 Fax Number 805-481-2440
E-mail jose@quinoninc.com

The following Addenda are acknowledged:

Number	Dated	Initials
--------	-------	----------

(Bidder must fill in number and date of each Addendum or may enter the word "none" if appropriate)

Quinon, Inc.
BIDDERS NAME

2-26-18
DATE

20-5442300

TAX I.D. NUMBER

GOLETA LIBRARY STORY WELL ROOM REMODEL

BIDDING SHEET (Page 1 of 4)

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.

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 each Bid Schedule option in order for their bids to be complete. The award of contract will be based upon the total bid for all items, including the Supplemental Bid Items.

BIDDING SHEET (Page 2 of 4)

BASE BID SCHEDULE FOR GOLETA LIBRARY STORY WELL ROOM REMODEL

Item Number	Item Description	Qty	Unit	Bid
2	Provide and install 2"x12" pressure treated Douglas Fir to attach to the concrete stem wall with ½" diameter bolts @16" O.C. (see structural plans on page 4).	1	LS	\$ <u>4,174.00</u>
3	Provide and install the Weyerhaeuser Trus Joist TJI 230 – 11 7/8" @ 16" O.C. with Simpson Strong Tie – Single Joist Face Mount -IUS 2.37/11.88 (see Structural plans on page 4 of drawings).	1	LS	\$ <u>8,101.00</u>
4	Provide and install R19 Insulation (see Structural plans on page 4 of drawings).	1	LS	\$ <u>2,749.00</u>
5	Provide and install vapor barrier to be attached to the floor joist (see Structural plans on page 4 of drawings).	1	LS	\$ <u>1,778.00</u>
6	Provide and install fire blocking in the concealed space (as per Structural plans on page 4 of drawings).	1	LS	\$ <u>1,498.00</u>
7	Provide and install ¾" plywood subfloor (see Structural plans page 4 of drawings).	1	LS	\$ <u>4,336.00</u>
8	Provide and install a 2" x 4" wall framing at 16" on center for the adjacent block wall (see page 3 & 4 of drawings).	1	LS	\$ <u>5,323.00</u>
9	Provide and install 5/8" Drywall Type X on all 3 ½ walls.	1	LS	\$ <u>3,366.00</u>
10	Provide and install new ceiling with Armstrong Worthington Venture Wave T-Bar Grid Framing System: ESR-1308-24"x24" Acoustical Panels (see sheet 6 of drawings). Shall comply with ASTM C636 standards.	1	LS	\$ <u>5,062.00</u>
11	Provide and install new four (4) Troffer fixtures (2' x 4') and florescent lamps with T8 LED tubes (see page 6 of drawings).	1	LS	\$ <u>2,121.00</u>
12	Install and provide a new supply air for T-Bar ceiling similar to TRUaire 5200 Series Modular Core T-Bar with Diffusers (or approved equal) (see page 6 of drawings).	1	LS	\$ <u>4,149.00</u>
13	Remove, retain and re-install current Return Air Grille and connect to current duct work (see page 5 & 6 of drawings).	1	LS	\$ <u>1,373.00</u>
14	Provide and install Two (2) recessed floor receptacles with child-proof covers (see page 5 of drawings).	1	LS	\$ <u>2,075.00</u>
15	Remove, retain and reinstall existing thermostat (see page 5 of drawings).	1	LS	\$ <u>1,111.00</u>
16	Remove, retain and install current smoke detector and connect to existing circuit (see page 5 of drawings).	1	LS	\$ <u>364.00</u>

BIDDING SHEET (Page 3 of 4)

BID SCHEDULE FOR GOLETA LIBRARY STORY WELL ROOM REMODEL

Item Number	Item Description	Qty	Unit	Bid
17	Wallcoverings: Paint and provide all materials and labor for 3 ½ walls plus the interior and exterior pocket door. Use Enviro-Life (No VOC) interior white water based primer two (2) coats along with one (1) coat of Dynasty (0 VOC) interior eggshell white paint #1370-00G formula or approved equal to match Ancestral #20 Pratt & Lambert color.	1	LS	\$ <u>3,156.00</u>
18	Provide and install low pile carpet with cove adhesive, tack strip and pad. Color/material to be Media/ Wine Vineyard over premium Rebond cushion.	1	LS	\$ <u>2,975.00</u>
19	Provide and install baseboard molding with 4" rubber top set base color: Thunder (grey) on all 3 ½ walls.	1	LS	\$ <u>1,092.00</u>
TOTAL				\$ <u>54,823.00</u>

Total in Words: Fifty Four Thousand Eight Hundred Twenty Three and 00/100

SIGNED: [Signature]

PRINT NAME: Jose Quintana

TITLE: President

PHONE: 205-305-1150

BIDDING SHEET (Page 4 of 4)

BIDDER SHALL COMPLETE

**COMPANY
NAME**

Quincon, Inc.

**STREET
ADDRESS**

200 S. 13th Street Suite 216

CITY

Grover Beach

STATE

CA

ZIP CODE

93433

TELEPHONE NO.:

805-305-1150

24 HOUR TELEPHONE NO.

805-305-1150

COMPANY CONTACT NAME:

Jose Quintana

CONTACT'S EMAIL:

jose@quinconinc.com

PROPOSED EQUIPMENT AND MATERIAL MANUFACTURERS

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

<u>Equipment/Materials</u>	<u>Supplier</u>
-----------------------------------	------------------------

DESIGNATION OF SUBCONTRACTORS

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

These Subcontractors are identified as follows:

Work to be Performed	Subcontractor License Number	Subcontractor DIR Registration Number (Note1)	Percent of Total Bid	Subcontractor's Name & Address
<u>Acoustical Ceiling</u>	<u>600439</u>	<u>1000025297</u>	<u>4.45%</u>	<u>Woodward Acoustics</u>
<u>Electrical</u>	<u>1006640</u>	<u>1000030389</u>	<u>5.47%</u>	<u>ASM Electric</u>

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

BIDDER'S REFERENCES

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

1. Name of Agency: University of California, Santa Barbara
 Agency Address and Telephone: UCSB - 805-729-3603
 Contact Person: Ernest Knapp
 Type of Construction Project: Remodel
 Contract Amount: \$224,883.00

2. Name of Agency: City of Santa Barbara Parks & Rec.
 Agency Address and Telephone: 620 Laguna, Santa Barbara - 805-564-5418
 Contact Person: Kevin Schaubert
 Type of Construction Project: Remodel
 Contract Amount: \$188,641.00

3. Name of Agency: City of Arroyo Grande
 Agency Address and Telephone: 1775 Ash Street
 Arroyo Grande, CA 93420
 Contact Person: Jill McPhee
 Type of Construction Project: Remodel
 Contract Amount: \$469,731.00

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

Broker - Blueprint Bonding - 6085 Hogan Dam Road, Valley Springs, CA
Phone - 209-772-2110

Bonding Company - CBIC - 9025 N. Lindbergh Dr. Provis IL 61615
Phone - 800-645-2402

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 ("B", or) proper and adequate for the work required by the Contract, and that the failure to obtain proper and adequate licensing prior to 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 Quincoy, Inc.

Business Address 200 S. 13th Street Suite 216
Grover Beach, CA 93433

Telephone 805-305-1150

State Contractor's License No. and Class 888545 A, B, C27

Original Date Issued 12-19-2006 Expiration Date 12-31-18

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:

Jose Quintana - President
1140 Encinitas Ct. Grover Beach, CA 93433
805-305-1150

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:

I declare under penalty of perjury under the laws of the State of California that the above representations are true and correct. Executed this 26 day of February, 2018, at Grover Beach California.

Ja - President
Signature and Title of Bidder
or Authorized Representative

(SEAL)

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:

1st President
Signature and Title of Bidder or Authorized Representative

**NON-COLLUSION AFFIDAVIT
FOR
GOLETA LIBRARY STORY WELL ROOM REMODEL**

State of California)
County of San Luis Obispo ss.

Jose Quintana, being first duly sworn, deposes and says that he or she is President
of _____

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

 - President
(Signature and Title of Authorized Representative)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

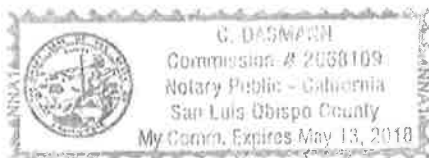
State of California)
County of San Luis Obispo)

On February 26, 2018 before me, C Dasmann, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Jose Castillo Quintana
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Non Collusion Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

**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: Quinton, Inc.

License No.: 888545 Class A, B, C27 Expiration date: 12-31-18

Date 2.26.18 Signature 

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

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

1. The Bidder is aware of Sections 1771.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a Community Services 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 Community Services 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 Community Services 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 Community Services project. Every Community Services project shall contain a provision prohibiting a contractor from performing work on a Community Services project with a subcontractor who is ineligible to perform work on the Community Services project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

(b) Any contract on a Community Services 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 Community Services 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 Community Services project, and determined that none of them is ineligible to perform work as a subcontractor on a Community Services 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 26 day of February, 2018, at Grover Beach, California.

Signature: _____

Name: _____

Title: _____

Name of Company: _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of San Luis Obispo)

On February 26, 2018 before me, C Dasmann, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Jose Castillo Quintana
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Declaration of Eligibility Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

ATTACHMENT 3

Draft Donation Agreement (Acknowledgement of Gift) between
the City of Goleta and Friends of the Goleta Valley Library

The City of Goleta
130 Cremona Dr., Suite B
Goleta, CA 93117

Acknowledgement of Gift

Date: July 17, 2018

Name: Friends of the Goleta Valley Library (Donor)

Address: 500 N. Fairview Avenue, Goleta, CA 93117

Description of Gift:

Monetary gift of \$62,456.45 in a single lump sum to be placed in City's Library Department Fund for a room renovation at the Goleta Library.

Donor hereby conveys to City the sum of \$62,456.45 to be placed in City's Library Department Fund for a room renovation project at the Goleta Library. The term "project" within the meaning of this gift refers to construction activities that will include the demolition and renovation of a room at the library currently referred to as the "story well" which has historically been used for children's story time and textile activities. Construction activities will consist of two phases: 1) Phase 1 (Demolition) will consist of the removal and disposal of asbestos from vinyl floor covering and drywall; and 2) Phase 2 (Renovation) will consist of filling of the existing well pit and bringing the structure up to current standards, creating a rectangular room that will be used for children's activities as well as providing an additional shelving area for library books. Eligible expenditures from this gift include all costs as outlined in the quoted prices from two contractors that will perform this work: Qwik Response Disaster Control and Construction, and Quincon, Inc.

City may bank this money until such time as invoices are received from the contractors after the work is performed.

City agrees to consult with the Donor's designated representative or representatives prior to the start of construction.

Donor: Friends of the Goleta Valley Library:

Corinne Horowitz, President

Date: _____

Accepted for the City of Goleta by:

Michelle Greene, City Manager

Date: _____

ATTACHMENT 4

Donation Acceptance Form

CITY OF GOLETA
DONATION ACCEPTANCE FORM

Name of Donor: Friends of the Goleta Valley Library

Address: P.O. Box 635 City: Goleta State: CA Zip: 93116-0635

Description of donation: Monetary donation for renovation of the existing story well room at Goleta Library
for use as a future activity room with space for book shelving

Donor estimate of current value: \$62,456.45

Potential immediate or initial acquisition or installation cost, any on-going maintenance or replacement cost: N/A - \$62,456.45, the donation amount, reflects the total cost for construction inclusive of
two phases (demolition and renovation).

Intended use: The donated monies will be used by the City to pay two contractors that will perform this work:
1) Qwik Response Disaster Control and Construction; and 2) Quincon, Inc.

Conditions of acceptance or donor designation: Refer to Donation Agreement (Acknowledgement of Gift)
between the City of Goleta and Friends of the Goleta Valley Library

Remarks: This donation from the Friends of the Goleta Valley Library (Friends) consists of funds provided by a
private donor to the Friends, as well as funds contributed directly by the Friends.

City Department receiving donation: City Manager's Office

APPROVED / DISAPPROVED

Date

Department Head Signature

Date

City Manager Signature

Date Submitted to Council

Date Approved by Council

Date

Mayor Signature

NOTE: The City of Goleta cannot guarantee future funding for repair, maintenance, use or replacement of donated items.

cc: City Council, Finance Department, City Clerk

CITY OF GOLETA, CALIFORNIA

DONATION AND GIFT POLICY ACKNOWLEDGEMENT

I have received and read the City of Goleta Donation and Gift Policy and understand its provisions. I further understand that when I sign this acknowledgement form it will be placed in my personnel file.

Employee (PRINT NAME)

Signature

Date

ATTACHMENT 5

City of Goleta Donation and Gift Policy



CITY OF GOLETA DONATION AND GIFT POLICY

Section 1. Purpose

The purpose of this policy is to establish a formal process for acceptance and documentation of donations made to the City. This policy provides guidance when individuals, community groups, and businesses wish to make donations to the City. This policy also establishes the standards for City employees and City officials regarding the acceptance of gifts during the performance of City business.

Section 2. Types of Donations

Donations may be offered in the form of cash, real or personal property. Designated donations means those donations that the donor specifies for a particular City department, location, or purpose. Undesignated donations means those donations that are given to the City for an unspecified use.

Section 3. Consistency with City Interests

Designated donations may only be accepted when they have a purpose consistent with the City's goals and objectives and are in the best interest of Goleta. The City must always consider the public trust and comply with all applicable laws when accepting donations.

Section 4. Acceptance of Undesignated Donations of Cash or Tangible Items

All donations to the City, including offers to employees related to the City, shall immediately be submitted for consideration for acceptance. Based on the value of the donation offered as outlined below, appropriate City staff shall review every donation and determine if the benefits to be derived warrant acceptance of the donation. The following points list the threshold amounts for donation acceptance.

- A. Offers of donations of cash or items valued at \$5,000 or below may be accepted by a Department Director.
- B. Offers of donations of cash or items valued more than \$5,000 and up to \$10,000 may be accepted by the City Manager.

- C. Offers of donations of cash or items valued more than \$10,000 must be accepted by the City Council. Donations valued at more than \$10,000 shall be accepted through a written agreement consistent with these guidelines and approved by the City Council.
- D. Offers of donations for gratuitous purposes (e.g. holiday gift baskets, etc.) to any employee, department or the City shall be made available to benefit all employees.

Section 5. Acceptance of Designated Donations of Cash or Tangible Items

Based on the value of the donation offer as outlined in Section 3 above, appropriate City staff will review the conditions of any designated donation and determine if the benefits to be derived warrant acceptance of the donation. Criteria for the evaluation include but are not limited to:

- A. Consideration of an immediate or initial expenditure is required in order to accept the donation;
- B. The potential and extent of the City's obligation to maintain, match, or supplement the donation;

Section 6. Acknowledgement of Donations

- A. A Donation Acceptance Form is required to be completed by the receiving Department Director or the City Manager's Office for all donations provided to the City (form attached).
- B. Acknowledgement of the donation should be in writing and be the responsibility of the Department Director who is the beneficiary of the donation. Undesignated donations shall be acknowledged by the City Manager. A copy of the acknowledgement agreement should be forwarded to donors.
- C. The Donor Acceptance Form including the donor names and donation amounts are public information subject to disclosure pursuant to the California Public Records Act.

Section 7. Declined Donations

- A. The City of Goleta reserves the right to decline any donation if, upon review, acceptance of the donation offer is determined in the sole discretion of the City to be not in the best interests of the City.

Section 8. Distribution of Donation

- A. Tangible items will be distributed to appropriate City departments for use or, at the discretion of the Department Director or City Manager, disposed of in an appropriate manner according to this policy.
- B. Donations of cash for designated donations will be deposited into the appropriate revenue account for the designated City department.
- C. Donations of cash for undesignated donations under \$5000 will be deposited into the City's General Fund donation account. Undesignated donations in the amount of \$5,000-\$10,000 will be designated to the Community Projects Grant Program. Undesignated donations in an amount over \$10,000 will be distributed at the direction of City Council.

Section 9. Dissemination of Information

- A. A copy of each Donation Acceptance Form for accepted donations shall be forwarded for information to the City Council by the City Manager's Office.
- B. A copy of each Donation Acceptance Form for accepted donations shall be forwarded for information to the Finance Department and the designated department for which the donation was assigned.
- C. Each original Donation Acceptance Form shall be maintained by the City Clerk's Office.

Section 10. Acceptance of Gifts to Employees and/or Elected Officials of the City

- A. Employees and or elected officials of the City shall follow the provisions listed in City of Goleta Ordinance No. 04-03, Code of Ethics and City of Goleta Resolution No. 04-56, Conflict of Interest Code as they relate to the receipt of gifts.
- B. Employees and officials of the City are required to be objective and fair in dealing with the public and persons or firms doing business with the City. Employees shall not solicit or accept gifts or gratuities for the performance of their City job responsibilities.
- C. No City official or employee shall directly or indirectly solicit, accept, or attempt to accept any money, fee, credit, gift, gratuity, object of value, or compensation of any kind which the official or employee knows, or has reason to know is being offered:
 - 1. For the purpose of improperly obtaining or rewarding favorable treatment;
 - 2. With interest to influence the official or employee in the discharge of official duties or;

3. In consideration of having exercised official powers or performed official duties.
- D. Anonymous gifts shall be delivered to the City Manager for appropriate disposition.
 - E. This policy does not prohibit a City official from accepting anything of value by way of a gift when such a gift is made to and accepted on behalf of, the City of Goleta. All such gifts to the City shall be forwarded to the City Manager for compliance with this policy whenever possible; the City Manager will ensure that all such gifts are shared by all City staff. An example of such gifts would be those received during holiday periods.
 - F. Under the Political Reform Act, public officials and employees are required to disclose certain personal financial holdings as outlined in California Government Code sections 81000-91014. The Fair Political Practices Commission requires all public officials and employees to file a 'conflict-of-interest statement,' known as Form 700. In Schedule D of Form 700, details requirements in reporting gifts of a dollar value and shall be used.

CITY OF GOLETA
DONATION ACCEPTANCE FORM

Name of Donor: _____

Address: _____ City: _____ State: _____ Zip: _____

Description of donation: _____

Donor estimate of current value: _____

Potential immediate or initial acquisition or installation cost, any on-going maintenance or replacement cost: _____

Intended use: _____

Conditions of acceptance or donor designation: _____

Remarks: _____

City Department receiving donation: _____

APPROVED / DISAPPROVED

Date

Department Head Signature

Date

City Manager Signature

Date Submitted to Council

Date Approved by Council

Date

Mayor Signature

NOTE: The City of Goleta cannot guarantee future funding for repair, maintenance, use or replacement of donated items.

cc: City Council, Finance Department, City Clerk

CITY OF GOLETA, CALIFORNIA

DONATION AND GIFT POLICY ACKNOWLEDGEMENT

I have received and read the City of Goleta Donation and Gift Policy and understand its provisions. I further understand that when I sign this acknowledgement form it will be placed in my personnel file.

Employee (PRINT NAME)

Signature

Date

ATTACHMENT 6

City of Goleta Parks and Facilities Naming Policy

RESOLUTION NO. 10- 54

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF GOLETA, CALIFORNIA ADOPTING A CITY OF
GOLETA PARKS AND FACILITIES NAMING POLICY**

WHEREAS, the Goleta City Council wishes to establish a Naming Policy for the purpose of providing guidelines and procedures for the naming of City parks, park amenities, park facilities and City buildings, as well as the placement of dedications, commemorative objects, plaques or markers in parks, open spaces or the public right-of-way.

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

SECTION 1.

The City Council hereby establishes the Naming Policy by adopting the principles and guidelines attached in Exhibit "A".

SECTION 2.

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

PASSED, APPROVED AND ADOPTED this 16th day of November, 2010.



ERIC ONNEN, MAYOR

ATTEST:

APPROVED AS TO FORM:



DEBORAH CONSTANTINO
CITY CLERK



TIM W. GILES
CITY ATTORNEY

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

I, DEBORAH CONSTANTINO, City Clerk of the City of Goleta, California, DO HEREBY CERTIFY that the foregoing Resolution No. 10-54 was duly adopted by the City Council of the City of Goleta at a regular meeting held on the 16th day of November, 2010 by the following vote of the Council:

AYES: MAYOR ONNEN, MAYOR PRO TEMPORE
 CONNELL, COUNCILMEMBERS ACEVES,
 BENNETT AND EASTON.

NOES: NONE

ABSENT: NONE

ABSTENTIONS: NONE

(SEAL)


DEBORAH CONSTANTINO
CITY CLERK



CITY OF GOLETA

PARKS AND FACILITIES NAMING POLICY

Section I. Purpose and Application

- A. Purpose: To provide guidelines and procedures for the naming of City parks, park amenities, park facilities and City buildings, as well as the placement of dedications, commemorative objects, plaques or markers in parks, open spaces, parkways or other portions of the public right-of-way.
- B. Application: This policy has been created to guide the City Council and City staff in taking action concerning requests to name City parks, park amenities, park facilities and City buildings, as well as requests for the placement of plaques, markers, dedications and commemorative objects in parks, open spaces or in the public right-of-way.
- C. Nothing in this policy is intended to create, foster or allow parks, open spaces, parkways or other portions of the public right-of-way to become a public forum for private content speech. By requiring all naming actions and placement of plaques, markers, dedications and commemorative objects to conform to this policy, it is the intent of the City Council to exercise full jurisdiction over speech in such forum and to determine that it is consistent with and meets the needs of the community and services a public purpose.
- D. This process does not apply to the naming of streets which will continue to be processed through the Planning and Environmental Services Department in coordination with the Santa Barbara County Fire Department. Furthermore, this policy does not apply to development projects on private property which are named by the project applicant.

Section II. Authority

- A. The policies contained herein are adopted by resolution of the Goleta City Council ("Council"), and as such may be changed or amended only by Council action.
- B. The City Council shall have the final authority to approve names of parks, park facilities, park amenities and City buildings. City staff in the Community Services Department shall have the final authority to approve the placement of dedications, commemorative objects, plaques or markers.

- C. The City Council's Naming Committee ("Committee") is hereby tasked with reviewing requests for the naming of parks, park facilities, park amenities and City buildings to ensure compliance with the terms of this policy, and making naming recommendations to the Council for approval.

Section III. Definitions

As used in this policy, the following words shall have the meaning supplied in this section:

- A. Parks: Real Property owned and managed by the City, used for public recreation purposes, and including developed and undeveloped park areas and designated open space areas.
- B. City Buildings: Buildings under the control of the City used to conduct City business. Buildings may include, but are not limited to, City Hall, the Corporation Yard and the Goleta Library.
- C. Recreation Facilities and Amenities: City Owned facilities/amenities that may be located within a park or part of a facility. These include, but are not limited to, athletic fields, meeting rooms, picnic shelters, ball diamonds, tennis and basketball courts and playground equipment.

Section IV. Policy

The following criteria shall be used in the naming or renaming of parks, City buildings and recreation facilities and amenities.

- A. General
1. The City Council will evaluate the merit of each suggested naming opportunity according to criteria outlined in this policy. Existing or current names of sites within the City need not be changed.
 2. The policy of the City is to name parks, City buildings and recreational facilities and amenities in a manner that will provide an easy and recognizable reference to the City and be compatible with the area in which they are located. Therefore, it is recommended that naming options be taken from the following:
 - a. Geographical or natural features which heighten a sense of area identity.
 - b. Significant historical references or local historical figures.
 - c. Endemic cultural or wildlife features.
 - d. Major facility donors, whether individuals or organizations.

e. Individuals or organizations who have made significant service contributions to the community.

3. The creation of new names where old names have common community usage is discouraged
4. The City Council finds public involvement essential in considering naming of public lands and facilities. It is the intent of this policy that opportunity for citizen input at a City Council meeting is provided prior to approval of recommendations for City Council consideration.
5. No part of this policy shall conflict with any City ordinance, code or other laws or regulations.
6. Council must determine that names are appropriate, consistent with and meet the needs of the community and serve a public purpose. Therefore, names must be tasteful and non-controversial. Names with connotations which are determined by the City Council to be derogatory or offensive and names that promote or refer to political organizations, issues or religious affiliations will not be permitted because they are deemed to be inappropriate, inconsistent with community needs and serve no public purpose.

B. Naming or Renaming of Parks, City Buildings and Recreation Facilities and Amenities after Individuals or Organizations:

The naming in honor of individuals (deceased or living) or community organizations may be considered using the following criteria:

1. Naming may be in recognition of outstanding service, a donation, or a contribution to the facility or community.
2. Naming may be in the name of a person who died in the line of duty serving the City of Goleta or the United States of America, or died while performing a heroic act (example: saving the life of another person).

Satisfying one or more of the eligibility criteria listed above does not assure approval of any naming recommendation. Recommendations must be appropriate, consistent with and meet the needs of the community and serve a public purpose.

The City will obtain approval from family members of deceased individuals recommended for a naming in their honor.

The City will obtain written approval from the governing body of any active organization recommended for a naming in its honor.

C. Placement of Dedications, Commemorative Objects, Plaques and Markers:

In addition to the naming opportunities described above, the City may recognize individuals, either deceased or living, or organizations, active or non-active, by

the placement of objects (such as public benches, rocks, flagpoles, sculptures, trees etc.), plaques or markers in public facilities, parks, open spaces, parkways or other portions of the public right-of-way, provided such recognition is appropriate, consistent with and meets the needs of the community and serves a public purpose. The approval, placement, and identification of these dedications will be at the discretion of the Community Services Department staff. Approval is subject to the following guidelines and conditions:

1. Dedications, commemorative objects, plaques or markers may not be placed in or on City facilities or the public right-of-way without Community Services Department approval. The location, size and type of these items require approval by the designated Community Services staff. Upon the receipt of a request for the placement of an object, plaque or marker in a City park, open space or other portion of the public right-of-way, the Community Services Department will review the request to ensure that it can be accommodated in a way that provides some public purpose, meets the intended use of the proposed location in a manner that does not mar the appearance or function of the requested location, or cause or contribute to an overabundance of items in the immediate area.
2. Responsibility for the purchase, installation and maintenance of any recognition object and/or associated plaque or other form of label associated with the object must be borne by the requesting party. Such objects and plaques must not pose a burden on City resources for their maintenance, upkeep, repair or replacement. The Community Services Department may accept the transfer of responsibility for the purchase, installation and maintenance of recognition items and plaques, provided that sufficient funds for these activities are provided to the City by the requesting party. In either case, applicants must enter into a service agreement with the City which specifies:
 - a. The cost of the recognition object and/or plaque, and whether the applicant or the City will purchase the object and/or plaque;
 - b. The costs associated with the installation of the object and/or plaque, and whether the applicant or the City will conduct the installation;
 - c. The costs associated with the ongoing maintenance of the object and/or plaque, and whether the City or the applicant will perform maintenance of the object and plaque;

The City will not be responsible for maintenance, upkeep, repair or replacement of any dedication or commemorative object if the placement of the item(s) was not approved by the City. The City may immediately remove any dedication or commemorative object placed without approval by the City.

3. The City reserves the right to reject any request for a dedication or recognition object placement upon determination that it is part of an organized fund raising effort or commercial venture.

4. The City will make every effort to preserve any dedication plaque or other object placed with the approval of the City. If necessary, due to repair of surrounding areas, construction or redesign of a facility, the plaque or dedication object may be relocated. If the plaque or other recognition object cannot continue to be reasonably maintained or poses a public nuisance or hazard, it may be removed by the City.
5. If the dedication includes the gift of an object (e.g. bench, picnic table, play equipment), the City will provide its regular standard of care and maintenance for the object. If the object is damaged due to vandalism, becomes unusable due to age, wear and tear or is stolen, the City is not obligated to replace or repair the object. Any object that poses a public nuisance or hazard may instead be immediately removed by the City.
6. Plaques and markers must be designed to blend with or compliment the existing City park or facility. Markers or plaques must be made of bronze or any other material which has been pre-approved by Community Services staff. The wording on plaques or markers must conform to the standardized format provided in Exhibit C of this policy.
7. If a request for placement of a dedication, commemorative object, plaque or marker is denied by the Community Services Department, the decision may be appealed to the City Manager or designee by filing a written request for a hearing within 10 days of the issuance of the denial. The City Manager or designee shall set a hearing date and provide the requesting party with at least 10 days notice prior to the hearing. The hearing shall be held within 60 days of the receipt of the request. The applicant shall have the right to be present at the hearing, review the Community Services staff arguments against their request, and present arguments in support of their request. The City Manager or designee shall issue a decision within 30 days of the hearing date. The decision of the City Manager or designee shall be final.

D. Fundraising Campaigns:

The naming of City parks, park facilities, open spaces or City buildings in association with fundraising campaigns may be considered under the following conditions:

1. Organizations affiliated with the City that desire to raise funds for a City-sponsored project must receive a recommendation from the Naming Committee and receive final approval from the City Council prior to attaching naming opportunities to the fundraising campaign.
2. Organizations conducting fundraising campaigns with approved associated naming opportunities must immediately notify the City Clerk when a naming proposal is under consideration in order to facilitate the review of the proposal by the Naming Committee and the City Council.
3. Naming proposals that promote political organizations, religious

affiliations, and alcohol or tobacco products will not be considered.

4. No part of this policy shall conflict with any City ordinance, code or other laws or regulations.
5. Names must be tasteful and non-controversial. Names with connotations which are determined by the City Council to be derogatory or offensive shall not be considered.

Section V. Procedure

A. Nomination Process for Naming/Renaming of Parks, City Buildings and Recreation Facilities and Amenities :

All requests to the Naming Committee and City Council, including those developed by City or Redevelopment Agency Staff for naming opportunities, must be submitted to the office of the City Clerk and contain detailed justification for the request.

1. The detailed request must provide the minimum of information contained on the form included in this policy.
2. The City Clerk will transmit the form and supporting documents to the Community Services Director or his/her designee for review. Community Services staff will then forward the form and supporting documents to the Naming Committee for review.
3. After action has been taken on the nomination by the Naming Committee, the recommendation will be sent back to the City Clerk to be placed on the City Council agenda.
4. The Clerk will notify the petitioner of the date for Council consideration and/or the subsequent action by City Council.

B. Request Process for Placement of Dedications, Commemorative Objects, Plaques or Markers:

1. Working in cooperation with the Community Services Department, individuals, groups, and organizations interested in proposing to place a commemorative or plaque, marker or object in any park area or facility must do so in writing. Requests shall be presented to the City Clerk for consideration by Community Services staff.
2. At a minimum, the attached form must be completed. The inclusion of additional supporting information (photos, brochures, area map, drawings, etc.) is recommended.
3. Community Services staff will act on each request made, and if approved, will coordinate with applicant on the installation of the plaque, marker or other object.

Section VI. Temporary Memorials and Shrines

In some instances, residents have taken it upon themselves to construct temporary memorials within the public right-of-way to honor deceased family members or friends. These types of installations are subject to different considerations than the City sponsored naming or dedication initiatives previously outlined in this policy. These memorials are not formally recognized by the City, the Council, or staff.

Since commemorating a loved one is a deeply personal thing, the City desires to accommodate the City's residents, and allow creativity with sensitivity and tact, while maintaining the safety of all residents and the aesthetic integrity of neighborhoods and public spaces. This section pertains only to City maintained medians, parks, and right-of-ways, and not to the use of private property. Under no circumstances may anything be constructed within 100 feet of a blind corner.

A. Safety and Aesthetic Concerns:

Since creation of a shrine is generally done following a loss, the City recognizes the social and community value of such a construction; under all other circumstances, personal or commercial items, signs, or personal effects are not appropriate and are prohibited within City medians, parks, or right-of-ways.

Accumulation of personal items (for memorials) within public spaces can cause safety and access issues; it can also create debris and litter within the public right-of-way. Without these guidelines and on-going maintenance, these shrines may become visual distractions to motorists, potential visual blight to the immediate neighborhood, and can become a public nuisance.

B. Thirty-Day Courtesy:

The City will permit memorials and shrines to exist in or adjacent to the public right-of-way for a period of thirty (30) days from the date of a significant accident or loss, provided they do not create a safety hazard in the sole and exclusive discretion of City Staff. City Staff will not remove personal items from the location with the exception of:

1. Safety hazards.
2. Dead or dying flowers.
3. Dead or dying plants (with or without vases).
4. Debris and trash.
5. Deflated balloons.

These items may be removed at the discretion of the City. The City is not responsible for maintaining items in the right-of-way. Furthermore, memorials or shrines dedicated to animals will not be permitted.

C. Removal:

Following the thirty (30) day period, all materials will be removed by City personnel. The City may grant an exception for an indefinite time for one single identifying commemorative item such as a photograph, small sign, or other symbolic item provided it is small and tasteful, does not present a distraction, or pose a safety hazard.

D. One Year Accommodation:

Prior approval from the City must be obtained for an exceptional item and the item may remain at the location for no more than one (1) year from the date of the incident. If the item remains unclaimed after three-hundred sixty-five days, City personnel will make it available to the owners in accordance with the provisions outlined in the following section of this policy. The City retains full discretion as to the appropriateness of the item, which will be determined in part by but not limited to:

1. Size.
2. Placement or arrangement.
3. Visual impact.
4. Potential to distract motorists or pedestrians and promote an unsafe environment.

E. Retrieval:

All non-perishable personal items will be made available to family members upon removal and will be held by the City's Public Works Division for up to thirty (30) days following removal. The City assumes no responsibility and is not liable for lost, damaged, or stolen items that were left in the median or public right-of-way; additionally, the City does not assure or guarantee the safe transport or storage of items once they are removed and in City custody.

Section VII. Amendments

Amendment of this policy may be made from time to time by action of the City Council.

Section VIII. Inquiries

Inquiries regarding this policy may be directed to the City Clerk's office in person or by phone at 805-961-7505.



CITY OF GOLETA

PARKS AND FACILITIES NAMING POLICY

REQUEST FORM

Please type or print clearly in ink and return to:

- City Clerk's Office, City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

I. Date of Submittal: _____

II. Request Type (Check One):

- ☐ Naming of Park or Building for an Individual
- ☐ Naming of a Park or Building for an Organization

III. Nominated Name/Organization: _____

VII. Recommended Name of Facility: _____

VIII. Location of building or park recommended for naming/renaming:

IX. Explanation of why this individual/organization should be considered. (This information will be used by City Staff and the Naming Committee to determine the basis for their recommendation to the City Council). Use additional paper if necessary.

XII. Individual or Organization Submitting Naming or Memorial Request:

Address: _____

City, State, Zip: _____

Telephone: _____

City Staff Review Completed:	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Naming Committee Recommendation:				
Date of Meeting: _____	Approve	<input type="checkbox"/>	Decline	<input type="checkbox"/>
City Council Action Date: _____	Approve	<input type="checkbox"/>	Decline	<input type="checkbox"/>



CITY OF GOLETA

**REQUEST FOR PLACEMENT OF A DEDICATION,
COMMEMORATIVE OBJECT, PLAQUE OR MARKER**

Please type or print clearly in ink and return to:

- City Clerk's Office, City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

I. Date of Submittal: _____

II. Request Type (Check One):

- ☐ Placement of a Dedication or Commemorative Object
- ☐ Placement of a Plaque or Marker

III. Nominated Name/Organization: _____

IV. Location of proposed dedication, memorial, plaque or marker:

V. Explanation of how the individual or organization is to be honored/commemorated. Indicate the specific desired location. Please include any photos, drawings or specification of the desired item.

VI. Individual or Organization Submitting Dedication or Commemoration Request:

Address: _____

City, State, Zip: _____

Telephone: _____

City Staff Review Completed: _____
Installation Approval Status: _____
Date of Approval: _____

Yes ☐ No ☐
Approved ☐ Denied ☐

SAMPLE WORDING
FOR
COMMEMORATIVE PLAQUES AND MARKERS

"THIS (insert type of commemorative item) IS IN HONOR OF

(Name of Honoree)

DEDICATED BY

(Name Group or Individual)

(Date of Dedication)"

