



**Agenda Item B.5**  
**CONSENT CALENDAR**  
**Meeting Date: December 4, 2018**

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**TO:** Mayor and Councilmembers

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

**CONTACT:** Marti Milan, Principal Civil Engineer

**SUBJECT:** Authorize the Award of the Construction Contract and the Construction Management, Inspection, and Testing Contract for the FY 2017/2018 Pavement Rehabilitation Project – Cathedral Oaks Road

**RECOMMENDATION:**

- A. Authorize the City Manager to execute a construction contract with CalPortland Construction for the FY 2017/2018 Pavement Rehabilitation Project – Cathedral Oaks Road in an amount not to exceed \$1,986,621.18, subject to the requirements of the contract documents (Attachment 1); and
- B. Authorize the City Manager to approve contingency contract change orders for FY 2017/2018 Pavement Rehabilitation Project – Cathedral Oaks Road, if necessary, in an amount not to exceed \$300,000; and
- C. Authorize the City Manager to execute a consultant services agreement with Filippin Engineering, Inc., in an amount not to exceed \$199,615 for Construction Management, Inspection, and Testing Services for FY 2017/2018 Pavement Rehabilitation Project – Cathedral Oaks Road (Attachment 2);

**BACKGROUND:**

On May 2, 2017, the City Council authorized the City Manager to execute a Professional Design Services Agreement with Pavement Engineering Inc. (PEI), to prepare plans, specifications, and an engineer's estimate for the FY 2017/2018 Pavement Rehabilitation Projects. Through the On-Call Traffic Engineering Services contract (Agreement No. 2016-117) Stantec Consulting Services Inc. (Stantec) developed striping and signage plans for the project, with the directive to fulfill the City's commitment to improve and update bikeway striping and signage.

The FY 2017/2018 Pavement Rehabilitation Program included two distinct projects, the FY 2017/18 Pavement Preparation and Slurry Project and the FY 2017/2018 Pavement Rehabilitation Project – Cathedral Oaks Road (Project). The Pavement Preparation and Slurry Project consisted of a slurry seal surface treatment to the asphalt at 37 sites

throughout the City. A Notice of Completion for the Pavement Preparation and Slurry Project was issued on December 19, 2017.

The purpose of the project is to rehabilitate the segments of Cathedral Oaks Road from Fairview westerly to the east side of the bridge just west of Carlo Drive (approximately 3,400 feet) and from Los Carneros Road westerly to the east side of the bridge just west of Los Carneros Road (approximately 900 feet). The entire pavement surface within the project limits will have a new 5.5 inch application of hot mix asphalt placed over 9.5 inches of lime and cement treated base, with updated pavement striping. The existing roadway asphalt paving and base will be pulverized in place and treated with lime or cement to provide the new road base. The top 5.5 inches of this reconstituted material will be removed and replaced with new hot mix asphalt. This pavement rehabilitation construction is expected to have a minimum life of 20 years based on the existing and anticipated future traffic.

## **DISCUSSION:**

### Plans and Specifications

On September 4, 2018 the City Council approved the Plans and Specifications for the Project; authorizing staff to advertise a notice inviting bids.

### Bidding

Public Works Department solicited competitive bids for the Project in the Santa Barbara News Press on September 8, 2018 and posted the contract documents on the City of Goleta website and Construction BidBoard (eBidboard). During the bid period, two addenda were issued to clarify bidder's questions about specific items in the Technical Specifications. The sealed bids were opened at City Hall at 3:00 p.m. on October 11, 2018. The City received a total of three bids. A summary of the bids received is shown in the table below.

| <b>Contractor</b>          | <b>City</b>   | <b>Bid Amount</b> |
|----------------------------|---------------|-------------------|
| CalPortland Construction   | Santa Maria   | \$1,986,621.18    |
| Toro Enterprises           | Oxnard        | \$2,041,226.17    |
| Granite Construction, Inc. | Santa Barbara | \$2,288,906.00    |

The apparent low bidder is CalPortland Construction. Staff has reviewed the bid, investigated the Contractor, and has determined CalPortland Construction to be responsive to the bid solicitation. Public Works Department does not have reservations about the contractor's ability to perform the advertised work.

Accordingly, Public Works recommends that the City Council award a construction contract for the FY 2017/2018 Pavement Rehabilitation Project – Cathedral Oaks Road to CalPortland Construction. A proposed contract with CalPortland Construction in the amount of \$1,986,621.18 is included as Attachment 1. Public Works is also requesting that the City Manager be given authority to approve contract change orders up to \$300,000 above the bid price. Public Works is requesting a 15% contract contingency

due to the nature of full-depth reclamation (FDR) paving projects, and the inherent possibility of differing site conditions. An FDR is a pavement maintenance strategy that uses the existing asphalt surface to be ground up and mixed in with the subgrade. This has two significant benefits; 1) it recycles the asphalt on site reducing costs for disposal and transportation of the old asphalt and 2) it strengthens the subgrade and overall street section.

### Construction Management

To perform Construction Management, Inspection, and Testing (CMIT) on the Project, staff recommends that the City Council authorize the City Manager to execute a professional design services agreement with Filippin Engineering, Inc. (Filippin) in an amount not to exceed \$199,615. (Attachment 2).

Filippin is listed on the City's pre-approved on-call list of consultants, resulting from a Qualification Based Selection process. Public Works is recommending Filippin due to their proven experience in managing FDR projects in accordance with the referenced American Public Works Association Standard Specifications for Public Works Construction. Filippin has not participated in the planning or design phases of the Project.

### **FISCAL IMPACTS:**

The total estimated cost for the FY 2017/2018 Pavement Rehabilitation Project – Cathedral Oaks Road is \$2,486,236, based on a \$1,986,621.18 construction contract plus contingencies, construction management, design services, and staff time, as shown in the following table.

#### Project Cost Estimates

| <b>Project Components</b> | <b>Estimated Costs</b> |
|---------------------------|------------------------|
| Construction              | \$ 1,986,621.18        |
| Contingency               | \$ 300,000.00          |
|                           |                        |
|                           |                        |
|                           |                        |
| <b>Total</b>              | <b>\$ 2,286,621.18</b> |

| <b>Funding Source</b> | <b>Funding Amounts</b> |
|-----------------------|------------------------|
| General Fund          | \$ 425,791.18          |
| Gas Tax               | \$ 840,239.00          |
| SB 1– RMRA            | \$ 703,881.00          |
| Measure A             | \$ 200,000.00          |
| LSTP                  | \$ 116,710.00          |
| <b>Total</b>          | <b>\$ 2,286,621.00</b> |

| <b>Project Components</b>                        | <b>Estimated Costs</b> |
|--|------------------------|
| Construction Management, Inspection, and Testing | \$ 199,615.00          |
| <b>Total</b>                                     | <b>\$ 199,615.00</b>   |

| <b>Funding Source</b> | <b>Funding Amounts</b> |
|-----------------------|------------------------|
| General Fund          | \$ 199,615.00          |
| <b>Total</b>          | <b>\$ 199,615.00</b>   |

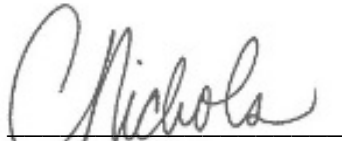
Project Funding

There are sufficient funds in the project budget to cover the agreements for both Construction and CMIT. Funding for the proposed agreements are available from the General Fund, Gas Tax, SB-1 RMRA, Measure A and LSTP. The table below summarizes the FY 18/19 project budget, requested appropriations and revised project budget amounts:

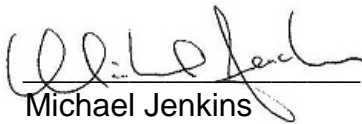
| <b>Fund Name</b> | <b>Account</b> | <b>Adopted<br/>FY 18/19</b> | <b>YTD Actual<br/>&amp;<br/>Encumbrance</b> | <b>FY 18/19<br/>Available<br/>Budget</b> |
|------------------|----------------|-----------------------------|---|--|
| General          | 101-5-5800-413 | \$ 1,581,973                | \$ 956,566                                  | \$ 625,407                               |
| Gas Tax          | 201-5-5800-413 | \$1,149,087                 | -   | \$1,149,087                              |
| SB 1 – RMRA      | 203-5-5800-413 | \$ 703,881                  | -   | \$ 703,881                               |
| Measure A        | 205-5-5800-413 | \$ 200,000                  | -   | \$ 200,000                               |
| LSTP             | 306-5-5800-400 | \$116,710                   | -   | \$ 116,710                               |
|                  | Subtotal       | \$3,751,651                 | \$956,566                                   | <b>\$2,795,085</b>                       |

**ALTERNATIVES:**

The City Council may elect not to approve the revised plans and specifications, reject all bids and direct staff to re-bid the project. This would delay the construction of FY 2017/2018 Pavement Rehabilitation Project – Cathedral Oaks Road.

**Reviewed By:**


Carmen Nichols  
Deputy City Manager

**Legal Review By:**


Michael Jenkins  
City Attorney

**Approved By:**


Michelle Greene  
City Manager

**ATTACHMENTS:**

1. Construction Contract with CalPortland Construction
2. Professional Services Agreement for Construction Management, Inspection, and Testing with Filippin Engineering, Inc.

## **ATTACHMENT 1**

Construction Contract with CalPortland Construction



**CONSTRUCTION CONTRACT  
BETWEEN THE CITY OF GOLETA  
AND**

**CALPORTLAND CONSTRUCTION**

This **Construction Contract** (herein referred to as "Contract") is made and entered into this 4th day of December, 2018, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **CONTRACTOR** (hereinafter referred to as "CONTRACTOR").

**RECITALS**

**A.** Pursuant to the Invitation for Bids three (3) bids were received, publicly opened, and declared on the date specified in the notice.

**B.** On December 4, 2018, Goleta's City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR.

**C.** The City Council, on this 4<sup>th</sup> day of December, 2018, approved this Contract and authorized the City Manager to execute the Contract with CONTRACTOR for furnishing labor, equipment and material for the FY 2017/2018 Pavement Rehabilitation Project – Cathedral Oaks Road 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 FY 2017/2018 Pavement Rehabilitation Project – Cathedral Oaks Road 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 Sealed Bids" attached as Exhibit A) and in accordance with bid prices set forth in CONTRACTOR'S Bid Proposal (attached as Exhibit B) and in accordance with the instructions of the City Engineer, or City's Manager's designee.
2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The contract documents for the aforesaid project, a complete set of which is on file with the Goleta City Clerk's Office, shall consist of the Invitation for Bids, Instructions to Bidders, Bid Proposal, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with this Contract and all required bonds, insurance certificates, permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein. This contract is intended to require a complete and finished piece of work and

anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written agreement, the provisions of this Contract, 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 71 working days from the date of the notice to proceed. By signing this Contract, CONTRACTOR represents to CITY that the contract time is reasonable for completion of the work and that CONTRACTOR will complete such work within the contract time. In accordance with Government Code Section 53069.85,
5. 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.
6. PREVAILING WAGES:  
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.

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.

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.



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:

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

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

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

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.

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.

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

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.

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

CONTRACTOR must provide copies of the records at its cost.

7. 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.

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

9. 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 Contract and is in addition to any other rights or remedies which Indemnitees may have under the law.

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

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

10. THIRD PARTY CLAIMS: In accordance with Public Contracts Code Section 9201, CITY will promptly inform CONTRACTOR regarding third-party claims against CONTRACTOR, but in no event later than ten (10) business days after CITY receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of this Contract. As more specifically detailed in the contract documents, CONTRACTOR agrees to indemnify and defend the City against any third-party claim.
11. 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."
12. INSURANCE.
- 12.1 Insurance Requirements. CONTRACTOR must provide and maintain insurance, acceptable to the City Manager and City Attorney, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII. CONTRACTOR shall provide the following scope and limits of insurance:
- A. Minimum Scope of Insurance. Coverage must be at least as broad as:
- (1) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).
  - (2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the CITY.
- B. Minimum Limits of Insurance. CONTRACTOR must maintain limits of insurance no less than:
- (1) General Liability: \$4,000,000 general aggregate for bodily injury, personal injury and property damage.

- (2) Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
- (3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code and Employers Liability limits of \$1,000,000 per accident.

12.2 Other Provisions. Insurance policies required by this Agreement must contain the following provisions:

- A. All Policies. Each insurance policy required by this paragraph must be endorsed and state the coverage cannot be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to CITY.
- B. General Liability and Automobile Liability Coverages.
  - (1) CITY, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities CONTRACTOR performs; products and completed operations of CONTRACTOR, which CONTRACTOR shall maintain for a minimum period of 10 years after Final Completion of the Project; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to CITY, and their respective elected and appointed officers, officials, or employees.
  - (2) CONTRACTOR'S insurance coverage must be primary insurance with respect to CITY, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, CONTRACTOR'S insurance.
  - (3) CONTRACTOR'S insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - (4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, and its respective elected and appointed officers, officials, employees or volunteers.

- C. Workers' Compensation and Employer's Liability Coverage. Unless the City Manager otherwise agrees in writing, the insurer must agree to waive all rights of subrogation against CITY, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by CONTRACTOR.

12.3 Other Requirements. CONTRACTOR agrees to deposit with CITY, at or before the effective date of this contract, certificates of insurance and endorsements necessary to satisfy CITY that the insurance provisions of this contract have been complied with. The CITY may require that CONTRACTOR furnish CITY with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. CITY reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

- A. Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY or its respective elected or appointed officers, officials, employees and volunteers or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.
- B. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR'S liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

12.4 The CONTRACTOR shall include in all subcontracts a requirement that Subcontractors of any tier shall obtain and maintain, at a minimum, all insurance required by this Section except that the limits of liability and deductibles shall be in amounts determined by the CONTRACTOR, based on the degree of hazardous exposure according to the Work performed by each Subcontractor and the size of each subcontract. The CITY and its officials, employees, board members, commission members, officers, directors, employees, volunteers, agents, and representatives shall be named as additional insured under each policy.

Certificates of insurance and endorsements acceptable to the CONTRACTOR for each Subcontractor shall be filed with the CITY prior to the Subcontractor's commencement of Work. The certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least **thirty (30) days'** prior written notice has been given to the CONTRACTOR. The CITY may, at any time, require that the CONTRACTOR provide the CITY with copies of said policies.

Certificates of insurance and endorsements acceptable to the CONTRACTOR for each Subcontractor shall be filed with the CITY prior to the Subcontractor's commencement of Work. The certificates shall contain a provision that coverage affordable under the policies will not be canceled unless at least **thirty (30) days'** prior written notice has been given to the CONTRACTOR. The CITY may, at any time, require that the CONTRACTOR provide the CITY with copies of said policies.

The CONTRACTOR and its Subcontractors of every tier shall assume full responsibility for and shall obtain insurance covering all loss or damage from any cause whatsoever to any tools, CONTRACTOR'S (or Subcontractors') employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the CONTRACTOR, or the CONTRACTOR'S agents, suppliers or Subcontractors as well as to any temporary structures, scaffolding and protective fences.

**12.5 Waivers of Subrogation**

All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the CITY and its officials, employees, board members, commission members, officers, directors, agents, employees, volunteers, and representatives.

13. ASSIGNMENT: This Contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.
14. 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.
15. 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.
16. LICENSES: CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature

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

17. RECORDS: CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by CITY or any authorized representative, and will be retained for three years after the expiration of this Contract. All such records shall be made available for inspection or audit by CITY at any time during regular business hours.
18. SEVERABILITY: If any portion of these contract documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Contract will continue in full force and effect provided that it does not frustrate the mutual intent of the parties herein.
19. WHOLE CONTRACT: This Contract supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract shall not be valid or binding. Any modifications of this contract will be effective only if signed by the party to be charged.
20. AUTHORITY: CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein. Each party warrants that the individuals who have signed this Contract have the legal power, right, and authority to make this Contract and to bind each respective party. This Contract may be modified by written amendment. CITY's City Manager may execute any such amendment on CITY's behalf.  
1)
21. NOTICES: All notices permitted or required under this Contract shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Contract. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.



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

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

CONTRACTOR

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22. **DISPUTES:** Disputes arising from this contract will be determined in accordance with the contract documents.
23. **NON-DISCRIMINATION:** CONTRACTOR shall not discriminate on the basis of race, color, gender, gender identity/expression, pregnancy, sexual orientation, or any other characteristic protected under applicable federal or state law.
24. **NO THIRD PARTY BENEFICIARY:** This Contract and every provision herein is for the exclusive benefit of CONTRACTOR and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the CONTRACTOR's or the CITY's obligations under this Contract.
25. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of the Contract Documents.
26. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES:** The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
27. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of California, and exclusive venue for any action involving this Contract will be in Santa Barbara County.

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

This Contract is executed on this 4<sup>th</sup> day of December, 2018, at Goleta, California, and effective as of December 4, 2018.

**CITY OF GOLETA:**

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

**ATTEST:**

\_\_\_\_\_  
Deborah Lopez, City Clerk  
(seal)

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Winnie Cai, Assistant City Attorney

**CONTRACTOR:**

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
State of California License No.

\_\_\_\_\_  
Business Phone No.

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

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

## **Exhibit A**

### Invitation For Bids



## **SECTION A NOTICE INVITING SEALED BIDS**

### **NOTICE INVITING SEALED BIDS OR THE CONSTRUCTION OF FY 17-18 PAVEMENT REHABILITATION PROJECT 130 Cremona Drive, Suite B, City of Goleta, CA**

PUBLIC NOTICE IS HEREBY GIVEN that the City of Goleta ("City"), invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, 130 Cremona Drive, Suite B, Goleta, California 93117, up to the hour of **3:00 p.m. on Thursday, October 11, 2018**, and will be publicly opened and read aloud promptly thereafter. Faxes or any electronic format is not acceptable.

Copies of the Bidding Documents including Project Plans and Specifications, City General Provisions, City and Special Provisions, but not including Greenbook Standard Plans, Greenbook Standard Specifications, Greenbook Standard Special Provisions – 2015 Edition, or Reference Specifications) are available from the City, 130 Cremona Drive, Suite B, Goleta, California 93117 upon payment of a \$50.00 non-refundable fee if picked up, or no payment to City if obtained from Construction Bidboard, Inc. at <http://www.ebidboard.com/>, or City of Goleta website at <http://www.cityofgoleta.org/i-want-to/view/city-bid-opportunities>.

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

The work includes all labor, material and equipment necessary to pulverizing and processing existing paving section, Hot Mix Asphalt (HMA) paving, full depth reclamation (FDR), striping, traffic control, remove and replace concrete sidewalk, driveway, spandrel/cross gutter, root pruning, and installation of access ramps on designated streets within the City of Goleta, CA. The contract period is 71 Working Days.

Any contract entered into pursuant to this notice will incorporate provisions of the California Labor Code. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations per California Labor Code Section 1771.4, including prevailing wage rates and apprenticeship employment standards. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, or religion will also be required. The City hereby affirmatively ensures that all business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

Bids must be prepared on the approved bid forms in conformance with the "Bidding Instructions" and the General Provisions and submitted in a sealed envelope plainly marked on the outside, **"SEALED BID FOR FY 2017-2018 PAVEMENT REHABILITATION PROJECT. DO NOT OPEN WITH REGULAR MAIL."** The bid must be accompanied by certified cashier's check, or bidder's bond, made payable to City. The bid security shall be an amount equal to ten percent (10%) of the total maximum amount bid with their proposals as required by California law.

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

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

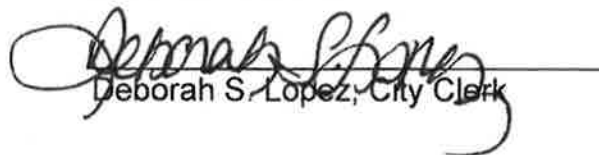
The Contractor Company, including the Responsible Managing Officer (RMO) for the Contractor Company, shall demonstrate a minimum of three (3) years' experience successfully performing projects of substantially similar type, magnitude, and character of the work bid.

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

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

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

CITY OF GOLETA

  
Deborah S. Lopez, City Clerk

**Exhibit B**

CONTRACTOR'S Bid Proposal





**BID PROPOSAL  
FOR  
CONSTRUCTION OF THE  
FY 17-18 PAVEMENT REHABILITATION PROJECT**

Bids will be received until **October 11, 2018 at 3:00 p.m.** at the City of Goleta, City Hall, 130 Cremona Drive, Suite B, Goleta, CA 93117.

For any questions regarding the Contract Documents, Specifications, Proposal or other Bidding Documents, please contact John Gentry at telephone number (805) 961-7561 or e-mail at [jgentry@cityofgoleta.org](mailto:jgentry@cityofgoleta.org).

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

Approximate Contract Period: **Nov. 26, 2018 – Mach 12, 2019** (71 working days).

BIDDER SHALL COMPLETE:

CalPortland  
Construction

Bidder's Name \_\_\_\_\_  
Street Address 1625 E. Donovan Road  
City Santa Maria State CA Zip Code 93456  
Telephone Number 805-345-3581 Fax Number 805-345-3538  
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)

|          |                |           |
|----------|----------------|-----------|
| <u>1</u> | <u>10/3/18</u> | <u>JB</u> |
| <u>2</u> | <u>10/8/18</u> | <u>JB</u> |
| _____    | _____          | _____     |

CalPortland  
Construction

\_\_\_\_\_  
BIDDER'S NAME

10/11/2018  
\_\_\_\_\_  
DATE

**FY 17-18 PAVEMENT REHABILITATION PROJECT  
BIDDING SHEET**

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

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

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

Bidders must bid on all items in the Bid Schedule. Item 11, Supplemental Work, has the amount filled in and will be included in the total for the bid. The basis of the bid will be the total of Schedule A. The Bid Alternative, if any, will not be included in the basis of the bid.

# **BID PROPOSAL FOR CONSTRUCTION OF FY 17-18 PAVEMENT REHABILITATION PROJECT – CATHEDRAL OAKS**

## **BID SCHEDULE**

| ITEM NO. | BID ITEMS  | PAYMENT REFERENCE | UNIT | TOTAL QUANTITIES | UNIT PRICE | *TOTAL COST |
|----------|--|-------------------|------|------------------|------------|-------------|
| 1        | Mobilization, Bonds & Insurance                            | F2-1              | LS   | 1                | 91,000.00  | 91,000.00   |
| 2        | Traffic Control  | F2-2.6            | LS   | 1                | 60,000.00  | 60,000.00   |
| 3        | Storm Water Pollution Control Program                      | F1-6              | LS   | 1                | 17,000.00  | 17,000.00   |
| 4        | 1/2" AC (Type A, PG 64-10)                                 | F2-7.4            | TN   | 9,609            | 100.00     | 960,900.00  |
| 5        | Pulverize 15" Existing Section, Regrade and Recompact      | F2-9.4            | SF   | 279,538          | .28        | 72,679.88   |
| 6        | Cold Plane & Remove 5-1/2" Pulverized Material             | F2-4.6            | SF   | 279,538          | .67        | 187,290.46  |
| 7        | Quicklime & Cement Treat 9-1/2" Soil                       | F2-9.4            | SF   | 279,538          | .60        | 190,085.84  |
| 8        | Lime   | F2-9.4            | TN   | 243              | 310.00     | 75,330.00   |
| 9        | Cement   | F2-9.4            | TN   | 243              | 169.00     | 41,067.00   |
| 10       | 6" Deep Lift Stabilization (Allowance)                     | F2-7.4            | SF   | 16,773           | 7.00       | 117,411.00  |
| 11       | Install 12" White Crosswalk / Limit Line (Paint)           | F2-11.4           | LF   | 87               | 4.00       | 348.00      |
| 12       | Install 12" Yellow Crosswalk / Limit Line (Paint)          | F2-11.4           | LF   | 615              | 4.00       | 2,460.00    |
| 13       | Install Yellow Ladder X-Walk (Paint)                       | F2-11.4           | SF   | 560              | 4.00       | 2,240.00    |
| 14       | Install Yield Line (Thermo)                                | F2-11.4           | SF   | 66               | 10.00      | 660.00      |
| 15       | Install "XING" Legend (Thermo)                             | F2-11.4           | SF   | 84               | 10.00      | 840.00      |
| 16       | Install "SLOW" Legend (Thermo)                             | F2-11.4           | SF   | 92               | 10.00      | 920.00      |
| 17       | Install "SCHOOL" Legend (Thermo)                           | F2-11.4           | SF   | 210              | 10.00      | 2,100.00    |
| 18       | Install "40" Legend (Thermo)                               | F2-11.4           | SF   | 59               | 10.00      | 590.00      |
| 19       | Install "50" Legend (Thermo)                               | F2-11.4           | SF   | 20               | 10.00      | 200.00      |
| 20       | Install Bike Symbol Marking (Green Thermo)                 | F2-11.4           | SF   | 5                | 16.00      | 80.00       |
| 21       | Install Bike Symbol Marking (Thermo)                       | F2-11.4           | SF   | 11               | 10.00      | 110.00      |
| 22       | Install Green Bike Lane Line (Detail #39A) (Thermo)        | F2-11.4           | SF   | 1,374            | 16.00      | 21,984.00   |
| 23       | Install Type IV (R/L) Arrow (Thermo)                       | F2-11.4           | SF   | 225              | 10.00      | 2,250.00    |
| 24       | Install Type VI Arrow (Thermo)                             | F2-11.4           | SF   | 126              | 10.00      | 1,260.00    |
| 25       | Install Caltrans Striping Detail #9 (Paint & Markers)      | F2-11.4           | LF   | 1,411            | 1.00       | 1,411.00    |
| 26       | Install Caltrans Striping Detail #22 (Paint & Markers)     | F2-11.4           | LF   | 639              | 2.00       | 1,278.00    |
| 27       | Install Caltrans Striping Detail #24 (Paint)               | F2-11.4           | LF   | 4,007            | 1.00       | 4,007.00    |
| 28       | Install Caltrans Striping Detail #27B (Paint)              | F2-11.4           | LF   | 2,530            | 1.00       | 2,530.00    |
| 29       | Install Caltrans Striping Detail #29 (Paint & Markers)     | F2-11.4           | LF   | 2,097            | 2.00       | 4,194.00    |
| 30       | Install Caltrans Striping Detail #32 (Paint)               | F2-11.4           | LF   | 535              | 2.00       | 1,070.00    |
| 31       | Install Caltrans Striping Detail #38/38A (Paint & Markers) | F2-11.4           | LF   | 972              | 2.00       | 1,944.00    |
| 32       | Install Caltrans Striping Detail #39 (Paint)               | F2-11.4           | LF   | 12,640           | 1.50       | 18,960.00   |
| 33       | Install Caltrans Striping Detail #39A (Paint)              | F2-11.4           | LF   | 1,570            | 1.50       | 2,355.00    |
| 34       | Install 4" Chevron (Paint)                                 | F2-11.4           | LF   | 1,018            | 5.00       | 5,090.00    |

## FY 2017/18 PAVEMENT REHABILITATION PROJECT

| ITEM NO. | BID ITEMS  | PAYMENT REFERENCE | UNIT | TOTAL QUANTITIES | UNIT PRICE | *TOTAL COST |
|----------|--|-------------------|------|------------------|------------|-------------|
| 35       | Install White Flexible Post Reflective Delineator        | F2-11.4           | EA   | 42               | 18.00      | 756.00      |
| 36       | Install Sign   | F2-13.4           | EA   | 5                | 250.00     | 1,250.00    |
| 37       | Install Post   | F2-13.4           | EA   | 1                | 250.00     | 250.00      |
| 38       | Remove Sign  | F2-13.4           | EA   | 6                | 100.00     | 600.00      |
| 39       | Remove Post  | F2-13.4           | EA   | 1                | 150.00     | 150.00      |
| 40       | Install OM Sign  | F2-13.4           | EA   | 2                | 150.00     | 300.00      |
| 41       | Install Speed Feedback Sign on Lightpost                 | F2-13.4           | EA   | 1                | 8,000.00   | 8,000.00    |
| 42       | Lower Manhole Covers                                     | F2-10.3           | EA   | 4                | 500.00     | 2,000.00    |
| 43       | Lower Water/Gas Covers                                   | F2-10.3           | EA   | 15               | 280.00     | 4,200.00    |
| 44       | Adjust Manhole Covers                                    | F2-10.3           | EA   | 4                | 1,000.00   | 4,000.00    |
| 45       | Adjust Water/Gas Covers                                  | F2-10.3           | EA   | 15               | 550.00     | 8,250.00    |
| 46       | Shoulder Backing   | F2-8.4            | LF   | 830              | 8.00       | 6,640.00    |
| 47       | Remove & Replace PCC Median Nose                         | F2-12.4           | EA   | 1                | 3,500.00   | 3,500.00    |
| 48       | Construct Caltrans Case B Curb Ramp                      | F2-12.4           | EA   | 5                | 7,000.00   | 35,000.00   |
| 49       | Construct Caltrans Case C Curb Ramp                      | F2-12.4           | EA   | 2                | 6,800.00   | 13,600.00   |
| 50       | Install Detectable Warning Surface on Existing Curb Ramp | F2-12.4           | SF   | 12               | 165.00     | 1,980.00    |
| 51       | Remove Concrete Pedestrian Refuge Island                 | F2-12.4           | EA   | 1                | 4,500.00   | 4,500.00    |

TOTAL BID

CalPortland  
Construction

\$ 1,986,621.18

Company Name of Bidder

10-11-18  
Date

**DESIGNATION OF SUBCONTRACTORS**

Bidder proposes to subcontract certain portions of the Work which are in excess of one-half of one percent (0.5 %) of the total amount bid and to procure materials and equipment from suppliers and vendors. These Subcontractors are identified as follows:

| Work to be Performed                                    | Subcontractor License Number | Percent of Total Bid | Subcontractor's Name & Address   |
|---|------------------------------|----------------------|--|
| <i>Striping &amp; Marking</i>                           | <i>308469</i>                | <i>5%</i>            | <i>Safety Striping Service<br/>P.O. Box 1020<br/>Goshen, CA. 93227</i>                             |
| <i>PULVERIZE,<br/>Grind, Lime,<br/>and Cement Treat</i> | <i>754500</i>                | <i>12.5%</i>         | <i>Cindy Trump<br/>DBA Cindy's Cold<br/>Plane<br/>625 S. Mountain View<br/>La Habra, CA. 90631</i> |
|   |                              |                      |  |
|   |                              |                      |  |
|   |                              |                      |  |
|   |                              |                      |  |
|   |                              |                      |  |
|   |                              |                      |  |
|   |                              |                      |  |

### 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:

*See attached*

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

*Marsh Ins.  
777 S. Figueroa  
Los Angeles, CA 90017*

*Lutti Smith (213) 346-5353 (Insurance)*

*Kari Davis (213) 346-5005 (Bonds)*



**CALPORTLAND**  
CONSTRUCTION

1625 E. Donovan Road, Santa Maria, CA 93454  
P. O. Box 1280, Santa Maria, CA 93456  
Phone: (805) 345-3581 Fax: (805) 345-3538  
Contractor's License #523019

| <b>Job Experience Statement</b> |              |   |                                  |                       |                       |
|---------------------------------|--------------|---|----------------------------------|-----------------------|-----------------------|
| <b>Jobs Completed</b>           |              |   |                                  |                       |                       |
| <b>Contract #</b>               | <b>Job #</b> | <b>Job Description</b>  | <b>Contact</b>                   | <b>Final Contract</b> | <b>Start - Finish</b> |
| 3675                            | 13-0003      | Subcontractor to John Madonna<br>Santa Barbara Airport        | John Madonna<br>805-543-7751     | \$ 1,146,418.00       | 2013                  |
| 2012-02                         | 13-0004      | City of Santa Maria/County of SB<br>Union Valley Parkway Ext. | Cliff Repogle<br>805-739-8780    | \$ 3,279,941.81       | 3/17/2014             |
| 05-1F1604                       | 13-0005      | State of California<br>HWY 198 Emergency Project              | Charlie Hench<br>805-927-4559    | \$ 177,215.66         | 07/2013               |
| 05-1A4004                       | 13-0006      | State of California<br>HWY 246 Solvang Overlay                | David Ballentine<br>805-688-5920 | \$ 1,053,630.07       | 10/25/2013            |
| DPW #12-10                      | 13-0007      | City of Paso Robles<br>Rambouillet St. Rehabilitation         | Ditas Esperanza<br>805-237-3861  | \$ 608,147.19         | 10/8/2013             |
| 05-1F0104                       | 13-0009      | State of California<br>HWY 166 CIPR & Overlay                 | Michael Lew<br>805-348-3105      | \$ 1,995,914.62       | 11/8/2013             |
| 2013/04                         | 13-0010      | City of Santa Maria<br>Central/Stowell Rd. Reconst.           | Rodger Olds<br>805-925-0951      | \$ 553,520.85         | 3/11/2014             |
| 2013/07                         | 13-0011      | City of Arroyo Grande<br>Citywide Digouts                     | Michael Linn<br>805-473-5444     | \$ 742,486.61         | 12/18/2013            |
| 05-1F4604                       | 13-0012      | State of California<br>EW@FA - Rte. 225 Las Positas           | Jason Kline<br>805-692-6820      | \$ 226,009.32         | 10/31/2013            |
| N/A                             | 13-0013      | North Shore Ski & Boat Club<br>Base & Paving Roadway          | Ray Green<br>805-404-7788        | \$ 330,927.97         | 10/31/2013            |
| 05-1F1804                       | 13-0015      | State of California<br>EW@FA - HWY 1 Sand Seal                | Charlie Hench<br>805-927-4559    | \$ 1,324,451.54       | 11/15/2013            |
| DP03575                         | 13-0017      | County of Santa Barbara<br>Central Ave. AC Surfacing          | Cliff Repogle<br>805-739-8780    | \$ 44,600.00          | 11/25/2013            |
| 810541                          | 13-0018      | County of Santa Barbara<br>County Wide HMA Overlay            | Cliff Repogle<br>805-739-8780    | \$ 1,662,367.93       | 4/29/2014             |
| N/A                             | 14-0003      | First Solar Electric<br>Hwy 58 Repairs                        | Luke Adams<br>602-427-2921       | \$ 749,306.83         | 6/30/2014             |
| GB12-1946-003                   | 14-0004      | City of Grover Beach<br>City Hall Perimeter Improvements      | Gregory Ray<br>805-473-4520      | \$ 60,181.63          | 5/30/2014             |
| 2014-06                         | 14-0005      | City of Arroyo Grande<br>N. Rena Sewer Relocation             | Michael Linn<br>805-473-5444     | \$ 91,279.20          | 4/30/2014             |

CALPORTLAND IS AN EQUAL OPPORTUNITY EMPLOYER





**CALPORTLAND**  
CONSTRUCTION

1625 E. Donovan Road, Santa Maria, CA 93454  
P. O. Box 1280, Santa Maria, CA 93456  
Phone: (805) 345-3581 Fax: (805) 345-3538  
Contractor's License #523019

| <b>Job Experience Statement</b> |         |   |                                     |                 |            |
|---------------------------------|---------|---|-------------------------------------|-----------------|------------|
| 05-1A3404                       | 14-0006 | State of California<br>HWY 192 - Cold Plane & HMA Overlay                       | Jason Kline<br>805-692-6820         | \$ 1,086,813.24 | 6/23/2014  |
| FY-11-S-2                       | 14-0007 | City of Lompoc<br>Chestnut Ave. Sidewalk Improvements                           | Alex Ubaldo<br>805-875-8240         | \$ 114,755.69   | 7/9/2014   |
| 05-1A3604                       | 14-0008 | State of California<br>Hwy 41 - Atascadero - HMA Overlay                        | Rick Silva<br>805-226-8279          | \$ 469,031.39   | 9/22/2014  |
| 05-1A3504                       | 14-0009 | State of California<br>Hwy 246 - Repave w/ Hot Mix                              | David Ballentine<br>805-688-5920    | \$ 758,851.71   | 9/30/2014  |
| 2525-1                          | 14-0010 | Arch Insurance<br>City of Atascadero - Tract 2525-1                             | John Sherritt<br>760-415-0269       | \$ 383,111.60   | 7/3/2014   |
| 05-1C9004                       | 14-0011 | State of California<br>Hwy 46 - Resurface Pavement w/ RHMA                      | Karl Mikel<br>805-226-9860          | \$ 5,182,384.99 | 4/30/2015  |
| 05-0R5304                       | 14-0012 | State of California<br>Hwy 101 - Curb Ramps, Sidewalk, Etc.                     | Anthony Deanda<br>805-748-6095      | \$ 758,956.51   | 2/23/2015  |
| 300495                          | 14-0013 | County of San Luis Obispo<br>Crocker Street Sidewalk, Templeton                 | Pete Newel<br>805-440-6791          | \$ 67,311.79    | 7/22/2014  |
| N/A                             | 14-0014 | Guadalupe Union School District<br>Mary Buren Elementary Pavement               | Joe Ririe<br>805-801-4625           | \$ 434,387.45   | 8/14/2014  |
| 05-0S7904                       | 14-0015 | State of California<br>Hwy 101 - Repave Roadway w/ RHMA                         | Anthony Deanda<br>805-748-6095      | \$ 3,004,793.09 | 11/30/2015 |
| PW 042                          | 14-0018 | City of Solvang<br>WWTP - Water Line Repair                                     | Matt van der Linden<br>805-688-5575 | \$ 118,702.36   | 1/9/2015   |
| 5102                            | 14-0019 | City of Santa Barbara<br>Sycamore Canyon Road Bank Repair                       | Philip Maldonado<br>805-560-7544    | \$ 98,551.98    | 12/3/2014  |
| 820650                          | 14-0020 | County of Santa Barbara<br>HMA Overlay - Various Locations                      | Eric Pearson<br>805-681-4990        | \$ 860,672.86   | 12/31/2014 |
| 2015-D                          | 14-0021 | City of Santa Maria<br>SMAT - Bus Shelter                                       | Rodger Olds<br>805-925-0951         | \$ 24,422.00    | 10/10/2014 |
| 14205                           | 14-0022 | Potter Enterprises (Subcontractor)<br>Vandenberg Air Force Base - El Rancho Rd. | Butch Potter<br>805-478-8759        | \$ 351,669.00   | 10/31/2014 |
| 05-A1713                        | 14-0023 | Robert Frank Const<br>Caltrans Extra Work - Gaviota                             | Russell Moussavian<br>805-692-6820  | \$ 24,422.00    | 1/21/2015  |
| 300476                          | 14-0024 | County of San Luis Obispo<br>Park and Ride Old Town Nipomo                      | Scott Wetmore<br>805-781-5288       | \$ 111,421.63   | 2/24/2015  |

CALPORTLAND IS AN EQUAL OPPORTUNITY EMPLOYER





**CALPORTLAND**  
CONSTRUCTION

1625 E. Donovan Road, Santa Maria, CA 93454  
P. O. Box 1280, Santa Maria, CA 93456  
Phone: (805) 345-3581 Fax: (805) 345-3538  
Contractor's License #523019

| <b>Job Experience Statement</b> |         |   |                                    |                 |            |
|---------------------------------|---------|---|------------------------------------|-----------------|------------|
| 13-06                           | 14-0025 | City of El Paso De Robles<br>Long Term Parking Lot                                      | Ditas Esperanza<br>805-237-3861    | \$ 676,797.42   | 7/11/2018  |
| N/A                             | 14-0026 | Flying Flags FPA - Flying Flags RV Resort<br>Grading, Concrete, Paving, Base, Utilities | William Davis<br>949-399-2500      | \$ 3,692,282.83 | 3/9/2018   |
| 0514-NMC-0274                   | 14-0027 | (SBCAG) Santa Barbara County<br>Association of Governments                              | Bill Callaghan<br>805-961-8900     | \$ 208,631.57   | 3/17/2015  |
| MB-2013-S2-CON                  | 14-0028 | City of Morro Bay<br>Morro Creek Trail and Bridge                                       | Barry Rands<br>805-772-6215        | \$ 1,188,140.29 | 12/30/2015 |
| 41378                           | 14-0029 | City of Santa Maria<br>Bus Shelter  | Roger Olds<br>805-925-0951         | \$ 11,225.00    | 4/9/2015   |
| 820665                          | 15-0003 | County of Santa Barbara<br>Measure A Curb Ramps Orucutt                                 | Philip Gaston<br>805-739-8776      | \$ 44,133.72    | 3/2/2015   |
| 810549                          | 15-0004 | County of Santa Barbara<br>Countywide HMA Overlay                                       | Eric Pearson<br>805-681-4990       | \$ 3,041,140.23 | 2/9/2016   |
| 05-A1765                        | 15-0005 | State of California<br>Minor B - Grind AC & Replace HMA                                 | Patrick Stimson<br>805-922-1611    | \$ 218,927.68   | 7/30/2015  |
| 05-1G740                        | 15-0006 | State of California<br>EW@FA - Hwy 101 Buellton   | Russell Moussavian<br>805-692-6820 | \$ 257,295.40   | 11/30/2015 |
| 300519                          | 15-0007 | County of San Luis Obispo<br>Los Osos HMA Overlay                                       | Joe Whalen<br>805-788-2317         | \$ 1,906,073.97 | 9/14/2015  |
| 300525                          | 15-0008 | County of San Luis Obispo<br>Los Osos ADA Upgrades                                      | Joe Whalen<br>805-788-2317         | \$ 109,471.53   | 7/27/2015  |
| 314                             | 15-0009 | Subcontractor to Cushman Contracting<br>City of Paso Robles - Water Treatment Plant     | Devin Light<br>805-400-8071        | \$ 137,721.95   | 9/2/2015   |
| 05-1F9404                       | 15-0010 | State of California<br>Rte 227 - Resurface with RHMA                                    | Anthony De Anda<br>805-748-6095    | \$ 1,481,585.62 | 7/5/2016   |
| FY-12-W-2                       | 15-0011 | City of Lompoc<br>Waterline & Valve Replacement   | Craig Dierling<br>805-875-8224     | \$ 442,452.90   | 12/30/2015 |
| DP04462                         | 15-0012 | County of Santa Barbara<br>Rice Ranch Road Improvements                                 | John Fiest<br>805-739-8771         | \$ 44,876.62    | 6/17/2015  |
| 300536                          | 15-0013 | County of San Luis Obispo<br>Emergency Intertie Project                                 | Jim Brantley<br>805-801-6162       | \$ 1,121,620.25 | 11/12/2015 |
| N/A                             | 15-0014 | City of Grover Beach<br>2015 Street Rehab & Repair                                      | Gregory A. Ray<br>805-489-9657     | \$ 682,946.33   | 12/21/2015 |

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| <b>Job Experience Statement</b> |         |  |                                  |                 |            |
|---------------------------------|---------|--|----------------------------------|-----------------|------------|
| 300550                          | 15-0015 | County of San Luis Obispo<br>2015/16 AC Overlay - Nipomo               | Joe Whalen<br>805-788-2317       | \$ 1,856,438.79 | 2/22/2016  |
| 300489                          | 15-0016 | County of San Luis Obispo<br>River Road Widening - San Miguel          | Pete Newel<br>805-440-6791       | \$ 709,666.43   | 4/14/2016  |
| N/A                             | 15-0017 | City of Santa Maria<br>Santa Maria Landfill Mining - 200,000 CY        | Jeff Clarin<br>805-925-7239      | \$ 544,589.92   | 10/12/2015 |
| 862368                          | 15-0018 | County of Santa Barbara<br>Highway Safety Improvement - Betteravia Rd. | Peter Wroblewski<br>805-568-3060 | \$ 480,453.00   | 3/6/2016   |
| DP04679                         | 15-0019 | County of Santa Barbara<br>Ray Road Repairs                            | Kurt Klucker<br>805-934-6101     | \$ 21,300.00    | 12/1/2015  |
| DPW 12-12E                      | 15-0020 | City of Paso Robles<br>Scott Street to Creston                         | Ditas Esperanza<br>805-237-3861  | \$ 1,425,676.00 | 12/21/2016 |
| N 820667                        | 15-0021 | County of Santa Barbara<br>North County HMA Overlay                    | Gary Gamboa<br>805-681-5676      | \$ 1,161,952.40 | 6/29/2016  |
| S 820667                        | 15-0022 | County of Santa Barbara<br>South County HMA Overlay                    | Gary Gamboa<br>805-681-5676      | \$ 915,814.00   | 6/17/2016  |
| DPW 15-07                       | 15-0023 | City of Paso Robles<br>Airport Road                                    | Ditas Esperanza<br>805-237-3861  | \$ 512,192.65   | 11/30/2015 |
| N/A                             | 16-0004 | City of Grover Beach<br>2015-2 Street Rehabilitation - Measure K       | Gregory A. Ray<br>805-489-9657   | \$ 2,283,994.20 | 9/22/2016  |
| 05-A1846                        | 16-0005 | State of California<br>San Miguel Panel Replacement - EW@FA            | Tim Richards<br>805-549-3097     | \$ 52,020.23    | 9/22/2016  |
| 300559                          | 16-0006 | County of San Luis Obispo<br>South County Overlay                      | Joe Whalen<br>805-788-2317       | \$ 1,647,153.18 | 1/15/2016  |
| 05-1G6304                       | 16-0007 | State of California<br>Hwy 166 Cold In-Place & RHMA-G                  | Patrick Stimson<br>805-922-1611  | \$ 2,911,842.74 | 12/15/2016 |
| DPW 12-12F-2                    | 16-0008 | City of Paso Robles<br>Spring Street Maintenance                       | Ditas Esperanza<br>805-237-3861  | \$ 2,207,371.14 | 12/15/2016 |
| 05-1G6904                       | 16-0009 | State of California<br>Hwy 1 Morro Bay                                 | Amy Norris<br>805-226-8279       | \$ 988,540.29   | 9/8/2016   |
| 05-1G6304                       | 16-0010 | State of California<br>Hwy 154 Gaviota - EW@FA                         | Anthony De Anda<br>805-748-6095  | \$ 456,705.24   | 6/12/2016  |
| DPW 12-12G                      | 16-0012 | City of Paso Robles<br>Union Road Improvements                         | Ditas Esperanza<br>805-237-3861  | \$ 717,389.04   | 11/28/2016 |

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| Job Experience Statement |         |   |                                 |                  |            |
|--------------------------|---------|---|---------------------------------|------------------|------------|
| P 500610                 | 16-0013 | City of Lompoc<br>Tree Damage Repair                                | Forrest Libby<br>805-875-8025   | \$ 38,480.00     | 7/24/2016  |
| 13-33                    | 16-0014 | Santa Maria Airport<br>Terminal Apron Reconstruction                | John Smith<br>805-466-5660      | \$ 3,750,272.67  | 9/11/2017  |
| 05-1C8304                | 16-0015 | State of California<br>Pavement Preservation - Hwy 154              | Kevin Murdock<br>805-441-8439   | \$ 12,865,775.42 | 1/9/2018   |
| 820671 S                 | 16-0016 | County of Santa Barbara<br>2016/17 South County Road Rehabilitation | Gary Gamboa<br>805-681-5676     | \$ 106,187.76    | 11/14/2016 |
| 13-33                    | 16-0017 | City of Santa Maria<br>Santa Maria Landfill Mining                  | Jeff Clarin<br>805-925-7239     | \$ 571,315.20    | 10/28/2016 |
| 45611                    | 16-0018 | City of Santa Maria<br>Fuel Station Island Paving                   | Jeff Clarin<br>805-925-7239     | \$ 45,825.00     | 11/30/2016 |
| DPW 16-12                | 16-0020 | City of Paso Robles<br>Airport Road Repair                          | Ditas Esperanza<br>805-237-3861 | \$ 73,025.00     | 12/28/2016 |
| N/A                      | 16-0021 | City of Santa Maria<br>Bus Shelters Phase I                         | Rodger Olds<br>805-925-0951     | \$ 114,758.85    | 4/11/2017  |
| 05-1G1504                | 16-0022 | State of California<br>Hwy 41 RHMA & CIPR                           | Austin Buist<br>805-550-4689    | \$ 11,320,929.68 | 1/16/2018  |
| 05-1H7404                | 16-0023 | State of California<br>Hwy 101 - EW@FA                              | Jason Kline<br>805-698-2393     | \$ 711,596.56    | 4/11/2017  |
| DPW 16-08                | 17-0004 | City of Paso Robles<br>2016 Sidewalk Repair                         | Ditas Esperanza<br>805-237-3861 | \$ 70,137.00     | 3/3/2017   |
| N/A                      | 17-0005 | City of Santa Maria<br>Betteravia & Bradley Intersection Recon.     | Rodger Olds<br>805-925-0951     | \$ 414,524.20    | 2/13/2017  |
| 25780                    | 17-0006 | City of Santa Barbara<br>Zone 3 Sidewalk Access                     | Max Kashanian<br>805-564-5450   | \$ 155,586.80    | 4/25/2017  |
| 2016/12                  | 17-0007 | City of Santa Maria<br>College Drive Improvements                   | Rodger Olds<br>805-925-0951     | \$ 1,247,773.99  | 3/9/2018   |
| W912PL-15-D-0001         | 17-0008 | Sub to Potter Enterprises<br>VAFB Coast Road Bypass                 | Butch Potter<br>805-478-8759    | \$ 514,390.96    | 3/20/2017  |
| C2015B01                 | 17-0010 | City of Atascadero<br>Centennial Bridge & Plaza Project             | Joe Patterson<br>805-544-0707   | \$ 2,072,027.16  | 1/22/2018  |
| 05-1C1704                | 17-0011 | State of California<br>Hwy 1 Oceano                                 | Anthony DeAnda<br>805-748-6095  | \$ 895,647.87    | 1/12/2018  |

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### Job Experience Statement

|             |         |  |                                  |                 |            |
|-------------|---------|--|----------------------------------|-----------------|------------|
| 05-1H7604   | 17-0012 | Sub to Winsor Construction<br>State of California - Hwy 41 EW@FA           | Tim Winsor<br>805-927-3321       | \$ 68,218.52    | 7/12/2017  |
| OR8302      | 17-0013 | Santa Barbara County Flood Control<br>SMX Ditch Improvements               | Kelly Wheeler<br>805-448-5619    | \$ 1,074,597.94 | 12/1/2017  |
| C2016M04    | 17-0014 | City of Atascadero<br>CDBG Mall Sidewalk Infill                            | Ryan Hayes<br>805-470-3456       | \$ 173,107.50   | 10/25/2017 |
| FY-14-S-1   | 17-0016 | City of Lompoc<br>Sidewalk Infill Project                                  | Steffen Meyer<br>805-736-1261    | \$ 206,309.80   | 1/26/2018  |
| 1705        | 17-0017 | San Luis Obispo Regional Transit Authority<br>Paso Robles Bus Parking Yard | Geoff Straw<br>805-781-4472      | \$ 667,602.56   | 6/13/2018  |
| 862395      | 17-0018 | County of Santa Barbara<br>2017 Storm Damage Repairs Ballard Cyn Rd.       | Christy Angkahan<br>805-739-8780 | \$ 159,142.19   | 12/8/2017  |
| 300597      | 17-0019 | County of San Luis Obispo<br>2017/18 AC Overlay                            | Joe Whalen<br>805-788-2317       | \$ 1,325,730.78 | 4/24/2018  |
| 2017-C      | 17-0020 | City of Santa Maria<br>Enos House  | Rodger Olds<br>805-925-0951      | \$ 145,858.63   | 2/23/2018  |
| DP04890     | 18-0004 | County of Santa Barbara<br>Thomas Fire Debris Removal                      | Philip Gaston<br>805-739-8776    | \$ 17,702.28    | 2/1/2018   |
| BL04478     | 18-0006 | County of Santa Barbara<br>Hwy 101 Olive Mill Road Montecito EW            | Christy Angkahan<br>805-739-8780 | \$ 484,596.28   | 2/1/2018   |
| DP05715     | 18-0008 | County of Santa Barbara<br>Tepusquet Debris Removal                        | Andy O'Brien<br>805-896-5580     | \$ 9,600.00     | 2/5/2018   |
| N/A         | 18-0010 | Private Project - Peter McKee<br>Install Culvert Pipe & Repair Slope       | Peter McKee<br>805-684-7710      | \$ 103,490.83   | 5/15/2018  |
| 820714      | 18-0011 | County of Santa Barbara<br>Ray Road Rehabilitation                         | Andrew Rose<br>805-739-8794      | \$ 387,199.80   | 7/5/2018   |
| 25012132    | 18-0013 | County of San Luis Obispo<br>S. Higuera St. Bridge Rail Repair             | Brian Uder<br>805-788-2931       | \$ 32,800.00    | 6/20/2018  |
| N/A         | 18-0014 | Midwest C&M Construction<br>Exxon San Ardo Station Site Improvement        | William Doane<br>815-262-0791    | \$ 453,158.16   | 5/17/2018  |
| N/A         | 18-0016 | Plastino Interests, Inc.<br>Hwy 1 Widening @ Willow Rd., Nipomo            | Todd Plastino<br>805-929-0708    | \$ 246,084.85   | 8/2018     |
| 18STM1-1E19 | 18-0017 | County of Santa Barbara<br>Emergency Bridge Removal - Ashley Rd.           | Phil Gaston<br>805-896-6286      | \$ 155,806.37   | 6/21/2018  |

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### Job Experience Statement

| 18STM1-1E71             | 18-0018 | County of Santa Barbara<br>Riven Rock at Hot Springs Creek Embankment                 | Andrew Rose<br>805-739-8794        | \$ 68,619.60     | 5/27/2018       |
|-------------------------|---------|---|------------------------------------|------------------|-----------------|
| 182049                  | 18-0019 | San Luis Coastal Unified School District<br>Los Osos Middle & Morro Elementary Paving | Rick Stimson<br>805-596-4105       | \$ 996,973.38    | 8/21/2018       |
| DP06318                 | 18-0020 | County of Santa Barbara<br>Storm Drain Repairs on Bradley Road                        | Andrew Rose<br>805-739-8794        | \$ 42,150.00     | 6/15/2018       |
| 05-1H7804               | 18-0023 | State of California (Sub to John Madonna)<br>HMA Paving - Hwy 1 Mud Creek             | Rick Silva                         | \$ 571,769.15    | 7/17/2018       |
| <b>Jobs in Progress</b> |         |   |                                    |                  |                 |
| Contract #              | Job #   | Job Description   | Contact                            | Est. Contract    | Est. Completion |
| 05-1J3404               | 17-0009 | State of California<br>Hwy 1 Big Sur - Emergency Work                                 | Rick Silva<br>805-927-4559         | \$ 5,500,000.00  | 10/2018         |
| N/A                     | 17-0021 | City of Santa Maria<br>Jones & Suey Drainage Improvements                             | Rodger Olds<br>805-925-0951        | \$ 24,785.00     | 04/2018         |
| 05-1J6404               | 18-0005 | State of California<br>Remove Debris/Repair Hwy 144, 150 & 192                        | Russell Moussavian<br>805-692-6820 | \$ 1,000,000.00  | 2018            |
| N/A                     | 18-0007 | City of Pismo Beach<br>Downtown Sidewalk Replacement with Pavers                      | Eric Eldridge<br>805-773-7041      | \$ 1,065,785.20  | 07/2018         |
| 05-1J2604               | 18-0009 | State of California<br>Hwy 41 Cold Plane/Pave Atascadero                              | Rick Silva<br>805-927-4559         | \$ 3,786,866.00  | 12/2018         |
| 05-1F7104               | 18-0012 | State of California<br>Hwy 1 RHMA & Midwest Guardrail near Lompoc                     | Kevin Murdock<br>805-441-8439      | \$ 15,238,758.52 | 12/2018         |
| DPW 12-12J-1            | 18-0015 | City of Paso Robles<br>Vine Street Improvements                                       | Ditas Esperanza<br>805-237-3861    | \$ 437,854.00    | 9/2018          |
| 05-1K2204               | 18-0021 | State of California<br>Hwy 101/154 Slip Out Repair - EW@FA                            | David Ballentine<br>805-688-5920   | \$ 250,000.00    | 9/2018          |
| 19-00300                | 18-0022 | Orcutt Union School District<br>Alice Shaw Site Improvements                          | Pete Hemesath<br>805-925-9533      | \$ 175,800.00    | 8/2018          |
| N/A                     | 18-0024 | City of Buellton<br>City Concrete Project   | Kent Yankee<br>805-697-1409        | \$ 30,618.00     | 9/2018          |
| N/A                     | 18-0025 | Midwest C&M Construction<br>Exxon San Ardo Station Flow Assurance                     | William Doane<br>815-262-0791      | \$ 980,930.00    | 10/2018         |
| AIP 3-06-0237-036-      | 18-0026 | Santa Maria Public Airport District   | John Smith                         | \$ 2,290,516.00  | 12/2018         |

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| Job Experience Statement |  |  |              |  |  |
|--------------------------|--|--|--------------|--|--|
| 2018                     |  | Terminal Apron Reconstruction, Phase 2 | 805-466-5660 |  |  |

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

CONTRACTOR'S LICENSE REQUIREMENT

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

ELIGIBILITY TO CONTRACT

The successful Bidder shall be prohibited from performing work on this Project with a Subcontractor who is ineligible to perform work on the Project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

BIDDER'S INFORMATION

Bidder certifies that the following information is true and correct:

Bidder's Name CalPortland Construction

Business Address P.O. Box 1280  
Santa Maria, CA. 93456

Telephone 805-345-3581

State Contractor's License No. and Class 523019, A

Original Date Issued 1/21/1988 Expiration Date 1/31/20

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:

President ~ Allen Hamblen

Vice President ~ Tisse Bishop ~ 345-3466

V. P. General Manager ~ Janny Delvaux  
345-3496

Secretary ~ Robert Binam

Treasurer ~ James Jim

C-8

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

n/a

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

n/a

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I declare under penalty of perjury under the laws of the State of California that the above representations are true and correct. Executed this 20 day of September, 2018, at Santa Maria California.



Jesse Bishop  
Vice President

Signature and Title of Bidder  
or Authorized Representative

(SEAL)





**BID BOND  
FOR THE  
FY 17-18 PAVEMENT REHABILITATION PROJECT**

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

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

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals  
this 19th day of September, 2018.

PRINCIPAL: CalPortland Construction

(Address) 1625 E. Donovan Rd.

Santa Maria, CA 93454

  
**Jesse Bishop**  
Vice President

BY: \_\_\_\_\_  
(Signature and Title of Authorized Officer)

BY: \_\_\_\_\_  
(Signature and Title of Authorized Officer)

FY 2017/18 PAVEMENT REHABILITATION PROJECT

**SURETY:** National Union Fire Insurance Company of Pittsburgh, PA  
**(Address)** 175 Water St., 25th Floor  
New York, NY 10038

**BY:**   
(Signature and Title of Authorized Officer)  
Karl Davis, Attorney-In-Fact

**BY:** \_\_\_\_\_  
(Signature and Title of Authorized Officer)

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189**

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

State of California

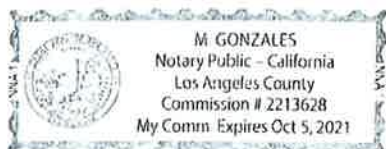
County of Los Angeles

On SEP 19 2018 before me, M. Gonzales, Notary Public, personally appeared Kari Davis 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.

(seal)



Signature

M. Gonzales

M. Gonzales, Notary Public



## POWER OF ATTORNEY

American Home Assurance Company  
National Union Fire Insurance Company of Pittsburgh, PA.  
Principal Bond Office: 175 Water Street, New York, NY 10038

Power No. 7838

No. 05-B-004094

### KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, PA., a Pennsylvania corporation, does each hereby appoint

---Tenzer V. Cunningham, Brenda Wong, Kari Davis, Martha Gonzales, of Los Angeles, California---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. have each executed these presents

this 9th day of July, 2018



Michael Yang, Vice President

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss.

On this 9th day of July, 2018 before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.

*Juliana Hallenbeck*

**JULIANA HALLENBECK**  
Notary Public - State of New York  
No. 011465125871  
Qualified in Orange County  
My Commission Expires April 18, 2021

### CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. on May 18, 1976

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business.

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance and other contract of indemnity and writing obligatory in the nature thereof.

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Martin Bogue, Assistant Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, PA. do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the facsimile seal of each corporation



this day of

SEP 19 2018

*Martin Bogue*

Martin Bogue, Assistant Secretary

65166 (4/96)



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

State of California                    )  
County of Santa Barbara        )       SS

The undersigned declares:

I am the Vice President of CalPortland Construction, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 9/20/19 [date], at Santa Maria [city], CA [state]

Signed \_\_\_\_\_


  
Jesse Bishop  
Vice President

\_\_\_\_\_  
Title

FY 2017/18 PAVEMENT REHABILITATION PROJECT

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature \_\_\_\_\_  
Notary Public

*SW attached*  
  
(Notary Seal)

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 Santa Barbara

Subscribed and sworn to (or affirmed) before me on this 20<sup>th</sup>  
day of September, 2018, by Jesse Bishop

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.

(Seal)

Signature





**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: CalPortland Construction CalPortland Construction

License No.: 523019 Class A Expiration date: 1/31/20

Date 9/20/19 Signature [Signature]

Jesse Bishop  
Vice President

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

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

1. The Bidder is aware of Sections 1771.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a Public Works project for specified periods of time.
2. The Bidder is not ineligible to bid on, be awarded or perform work as a subcontractor on a Public Works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.
3. The Bidder is aware of California Public Contract Code Section 6109, which states:  
  
"(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a Public Works project pursuant to Section 1771.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on a Public Works project. Every Public Works project shall contain a provision prohibiting a contractor from performing work on a Public Works project with a subcontractor who is ineligible to perform work on the Public Works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.  
  
(b) Any contract on a Public Works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a Public Works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project."
4. The Bidder has investigated the eligibility of each and every subcontractor the contractor intends to use on this Public Works project, and determined that none of them is ineligible to perform work as a subcontractor on a Public Works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 and 1777.7 of the Labor Code, or any other provision of law.

FY 2017/18 PAVEMENT REHABILITATION PROJECT

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 20 day of September, 2018, at

Santa Maria, California.

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Jesse Bishop  
Vice President

CalPortland  
Construction

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

## ACKNOWLEDGMENT

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

State of California  
County of Santa Barbara

On September 20, 2018 before me, Monica Lowers, Notary Public  
(insert name and title of the officer)

personally appeared Jesse Bishop  
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

*Monica Lowers*

(Seal)





## **ATTACHMENT 2**

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





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

This AGREEMENT FOR PROFESSIONAL DESIGN SERVICES (herein referred to as "AGREEMENT") is made and entered into this 4th day of December, 2018, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **FILIPPIN ENGINEERING, INC.**, (herein referred to as "CONSULTANT").

**WHEREAS**, the CITY has a need for professional construction management, inspection, and testing services for FY 2017/18 Pavement Rehabilitation Project – Cathedral Oaks Project; and

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

**WHEREAS**, CONSULTANT was approved by Council on December 20, 2016 and placed on a short list of pre-approved consultants for construction management, inspection, and testing services after a review of a Request for Qualifications; and

**WHEREAS**, the CONSULTANT was selected for award of the AGREEMENT by City Council; and

**WHEREAS**, the City Council, on this 4<sup>th</sup> day of December, 2018, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

CITY and CONSULTANT agree as follows:

**1. RETENTION AS CONSULTANT**

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

**2. DESCRIPTION OF SERVICES**

The services to be performed by CONSULTANT are as follows:

Professional Construction Management, Inspection, and Testing (CMIT) services in conjunction with the FY 2017/2018 Pavement Rehabilitation Project – Cathedral Oaks Project. Services shall generally include pre-

construction, construction, and post-construction management services, as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

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

### **3. COMPENSATION AND PAYMENT**

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$199,615 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until December 31, 2019, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

### **4. EXTRA SERVICES**

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

### **5. CITY PROJECT MANAGER AND SERVICES BY CITY**

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff

person is designated by CITY from time to time, and who presently is Marti Milan. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

## **6. TERM, PROGRESS AND COMPLETION**

The term of this AGREEMENT is from the date first written above to December 31, 2019, unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

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

## **7. OWNERSHIP OF DOCUMENTS**

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

## **8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

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

## **9. HOLD HARMLESS AND INDEMNITY**

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

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

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

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

## **10. INSURANCE**

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

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.

- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.
- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate.

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

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

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

#### **11. RELATIONSHIP OF CONSULTANT TO CITY**

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

#### **12. CORRECTIONS**

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

#### **13. TERMINATION BY CITY**

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

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

#### **14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

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

#### **15. AUDIT OF RECORDS**

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

#### **16. WAIVER; REMEDIES CUMULATIVE**

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

**17. CONFLICT OF INTEREST**

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

**18. CONSTRUCTION OF LANGUAGE OF AGREEMENT**

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

**19. MITIGATION OF DAMAGES**

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

**20. GOVERNING LAW**

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

**21. TAXPAYER IDENTIFICATION NUMBER**

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

**22. NON-APPROPRIATION OF FUNDS**

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

**23. MODIFICATION OF AGREEMENT**

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



**24. USE OF THE TERM "CITY"**

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

**25. PERMITS AND LICENSES**

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

**26. CAPTIONS**

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

**27. AUTHORIZATION**

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

**28. ENTIRE AGREEMENT BETWEEN PARTIES**

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

**29. PARTIAL INVALIDITY**

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

**30. NOTICES**

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

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

TO CONSULTANT: Attention: Gino Filippin  
Filippin Engineering, Inc.  
354 South Fairview Ave., Suite D  
Goleta, CA 93117

31. **COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES**

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

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

**CITY OF GOLETA**

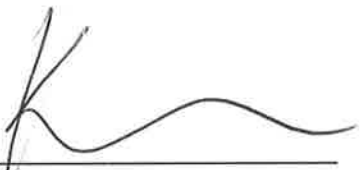
**CONSULTANT**

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

  
\_\_\_\_\_  
Gino Filippin, President

**ATTEST**

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

  
\_\_\_\_\_  
Kelly Wheeler, Vice President

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Winnie Cai, Deputy City Attorney

## Exhibit A

### Scope of Work

#### Construction Management, Inspection and Material Testing (CMIT)

##### Task 1.0: PRE-CONSTRUCTION PHASE SERVICES

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

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

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

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

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

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

- Safety/Traffic control
- Permit and environmental (including SWPPP requirements)
- Site access and security
- Emergency Contact information
- Underground Utilities location and marking
- Utilities Coordination
- Coordination with adjacent projects
- Public relations

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

## **Task 2.0: CONSTRUCTION PHASE**

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

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

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

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

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

**Change Order Management** – The Consultant shall review the Contractor's approved schedule orders to ensure that project issues are brought to the surface and addressed in a timely manner. The Consultant shall investigate all proposed change orders submitted by the contractor and ensure the City has agreed in writing to the Contractor's Proposed Change Order (PCO). PCOs will include supporting records. The Consultant shall review necessary and desirable changes to the Project, and advise the City's project manager of change order impacts. The Consultant shall:

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

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

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

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

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

**Jobsite Progress Meetings** – The Consultant shall determine an appropriate schedule for conducting Project progress meetings. The meeting will provide a forum to discuss, track, and resolve project issues early on and ensure it is maintained in a manageable state. Progress meetings will include discussion of the project status, upcoming items of

work, and any coordination efforts that may be needed to keep the project moving forward. Additional meetings may be required to address specific issues and conditions.

- **Deliverables:**

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

### **Task 3.0: POST-CONSTRUCTION PHASE SERVICES**

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

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

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

**Deliverables:**

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

**EXHIBIT B**  
**FILIPPIN ENGINEERING, INC.**  
**BILLING RATES EFFECTIVE JANUARY 1, 2018**

**Engineering**

|                               |           |
|-------------------------------|-----------|
| Engineering Technician        | \$ 95.00  |
| Senior Engineering Technician | \$ 105.00 |
| Junior Engineer               | \$ 140.00 |
| Assistant Engineer            | \$ 145.00 |
| Associate Engineer            | \$ 150.00 |
| Senior Engineer               | \$ 175.00 |
| Principal Engineer            | \$ 185.00 |

**Construction Management**

|                                    |           |
|------------------------------------|-----------|
| Assistant Construction Manager     | \$ 150.00 |
| Associate Construction Manager     | \$ 160.00 |
| Senior Construction Manager        | \$ 170.00 |
| Principal Construction Manager     | \$ 187.00 |
| Senior Construction Inspector (PW) | \$ 139.00 |
| Chief Inspector/Owner's Rep (PW)   | \$ 145.00 |
| (PW) Prevailing Wage               |           |

**General**

|                            |           |                       |            |
|----------------------------|-----------|-----------------------|------------|
| Technical/Clerical Support | \$ 85.00  | Sub-Consultant        | Cost + 10% |
| Office Engineer            | \$ 100.00 | Reimbursable Expenses | Cost + 5%  |
| Senior Program Manager     | \$ 185.00 | Outside Consultant    | Cost + 10% |

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

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

Note 3: Prevailing wage rates subject to change each year for multiple year contracts in conjunction with labor increases required by law.