



TO: Mayor and Councilmembers

FROM: Vyto Adomaitis, Neighborhood Services and Public Safety Director

CONTACT: JoAnne Plummer, Parks and Recreation Manager

SUBJECT: Award of Construction Contract and Construction Management, Inspection and Testing (CMIT) Contract for the Improvements at the Athletic Field at the Goleta Community Center.

RECOMMENDATION:

- A. Authorize the City Manager to execute a construction contract to Landscape Support Services in an amount not to exceed \$444,399 for the Improvements to the Athletic Field at the Goleta Community Center (CIP 9071) subject to the requirements of the contract documents (Attachment 3); and
- B. Authorize the City Manager to approve contingency contract change orders for the Improvements to the Athletic Field at the Goleta Community Center, if necessary, in an amount not to exceed \$50,000; and
- C. Authorize the City Manager to execute a consultant services agreement with Filippin Engineering, Inc., in an amount not to exceed \$53,955 for Construction Management, Inspection and Testing (CMIT) Services for the Improvements to the Athletic Field at the Goleta Community Center (Attachment 1); and
- D. Approve an appropriation of \$130,268 from Fund 221 (Park DIF) to account 221-5-9071-705

BACKGROUND:

Improvements to the Athletic Field at the Goleta Community Center is a renovation of the turf area, located behind the Goleta Valley Community Center and adjacent to the Goleta Boys and Girls Club. The project was identified in early 2017 and the City submitted a grant application to the State of California Housing and Community Development Department for a Housing Related Parks Program grant (HRPP). The grant application requested \$577,700 for the project, but the City of Goleta was awarded \$269,234 as the final award.

DISCUSSION:

On March 19, 2019, the City Council authorized staff to advertise for construction of the Improvements to the Athletic Field at the Goleta Community Center. These bid documents included alternate bid items to include a fitness station, a bocce court and a walking path to include new landscaping. These items were listed as alternates based on refined cost estimates.

Staff solicited competitive bids for the Improvements to the Athletic Field at the Goleta Community Center and the bid alternates (Project) on the City's website and Construction Bidboard (eBidboard) on April 30, 2019. The sealed bids will be opened at City Hall on Thursday, May 30, 2019 at 3:00 pm, one day following publication of the agenda packet. Hence a summary of the bid selected will be posted as a supplement to the agenda.

This bid document had requested pricing for the base bid to include the renovation of the field with seed, new irrigation, accessibility improvements and a decomposed granite perimeter bath. Bid alternates include: sod instead of seed, fitness equipment with playground surfacing, a bocce court on the north side of the tennis courts, a pathway on the north and western side of the existing courts and planting with associated drip irrigation. The bid amounts reflected above provide for the construction of the Project with sod in lieu of seed and the fitness equipment with the pour in place surfacing. As directed by Council, the MSDS sheets associated with the specified playground surfacing is included in this report (Attachment 2).

Therefore, staff recommends that Council award a construction contract for the Project to Landscape Support Services. The contract includes the renovation of the field with new irrigation, a walking perimeter path, sod in lieu of seed for the turf and a fitness equipment area. Staff is also requesting that the City Manager be given authority to approve contract change orders up to \$ 50,000 above the bid price. The contingency fund for this project has been established at 11% of the estimated construction costs for construction or construction management, inspection and/or testing related changes.

Construction Management

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

Therefore, staff recommends that Council award a Professional Services Contract for CMIT to Filippin Engineering, Inc. A proposed contract with Filippin Engineering, Inc. in the amount of \$ 53,955 is included in Attachment 1.

FISCAL IMPACTS:

This project is funded primarily with Park Developer Impact Fees and a grant from the California State Department of Housing and Community Development. The total cost for the Project is based on bid results, with additional costs for contingencies, construction management and design support during construction.

The breakdown of funding for this project is listed below:

Improvements to the Athletic Field at Goleta Community Center (CIP – 9071)				
Account	Fund Type	FY 18/19 Available Budget	(Revised Allocations /unfunded amount/ Additional Appropriation Requested)	(Total Appropriation /not to exceed amount)
221-5-9071-705	Park DIF	\$201,607	\$130,268	\$331,875
319-5-9071-705	State Grant	\$229,234	\$0	\$229,264
319-5-9071-706	State Grant	\$5,245	\$0	\$5,245
			TOTAL PROJECT COST	\$566,384

When including estimated miscellaneous costs, contingency amounts of \$50,000 and \$53,955 for CMIT, approximately \$314,131 is available for the construction contract. Additional appropriation of \$130,268 is necessary from Park DIF. Approximately \$810,000 is available in Park DIF fund balance.

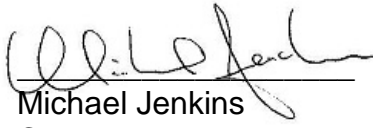
Summary of Bids Received		
CONTRACTOR	BASE BID AMOUNT	BASE BID + ALTERNATES A & B
Tomar Construction, Inc	\$543,222	\$605,222
Landscape Support Services	\$400,263	\$444,399


ALTERNATIVES:

The Council may elect to reject all bids and direct staff to re-bid the projects. However, doing so would significantly delay project construction and would result in the loss of the \$234,479 of unexpended grant monies received from the Housing Related Parks Program.

Legal Review By:

Approved By:


Michael Jenkins
City Attorney


Michelle Greene
City Manager

ATTACHMENTS:

1. Professional Services Agreement for Construction Management, Inspection and Testing with Filippin Engineering, Inc.
2. Pour in Place product specifications and MSDS Sheets
3. Construction contract to Landscape Support Services in an amount not to exceed \$444,399 for the Improvements to the Athletic Field at the Goleta Community Center (CIP 9071)

ATTACHMENT 1:

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

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

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 4th day of June, 2019, 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 (CMIT) services for Improvements at the Athletic Field at the Goleta Community Center Project; and

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

WHEREAS, the CITY procured these services in compliance with Goleta Municipal Code by requesting proposals and/or qualifications for professional CMIT services using the short list of pre-approved consultants approved by City Council on December 20, 2016; and

WHEREAS, the City Council, on this 4th day of June 2019, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

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

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional Construction Management, Inspection & Material Testing (CMIT) Services in conjunction with the Improvements to the Athletic Field at the Goleta Community Center. 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 \$53,955 (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 JoAnne Plummer, Parks and Recreation Manager. Project Manager shall have the authority to act on

behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

6. TERM, PROGRESS AND COMPLETION

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

9. HOLD HARMLESS AND INDEMNITY

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

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

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

10. INSURANCE

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

Insurance shall include the following (or broader) coverage:

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

- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$1,000,000 per claim.

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

- a) 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. October 2018), as issued by the Internal Revenue Service.

22. NON-APPROPRIATION OF FUNDS

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

23. MODIFICATION OF AGREEMENT

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

24. USE OF THE TERM "CITY"

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

25. PERMITS AND LICENSES

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

26. CAPTIONS

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

27. AUTHORIZATION

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

28. ENTIRE AGREEMENT BETWEEN PARTIES

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

29. PARTIAL INVALIDITY

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

30. NOTICES

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

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

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

City of Goleta

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, Assistant City Attorney



*Proposal for Construction Management and Inspection Services
Goleta Community Center Athletic Field Improvements Project*

May 24, 2019

City of Goleta
130 Cremona, Suite B
Goleta, CA 93117
Attn: JoAnne Plummer

**SUBJECT: PROPOSAL FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR GOLETA
COMMUNITY CENTER ATHLETIC FIELD IMPROVEMENTS PROJECT**

Dear Ms. Plummer:

Thank you for the opportunity to submit our proposal to perform construction management, observation, and materials testing services for the Goleta Community Center Athletic Field Improvements Project. Filippin Engineering (FE) has performed these services on similar projects, including multiple projects with the City of Goleta (City), and we believe we are in a unique position to offer the best value to the City.

01. PROJECT UNDERSTANDING

FE's understanding of the project is based upon a brief review of the contract documents, the pre-bid meeting, and conversations with City staff. Our staffing, approach, and proposed services are based on our understanding of these documents and conversations.



We have based our proposal on the following:

- The Specifications indicated 40 working days.
- The bid opening is on May 30, 2018.
- Construction Management and Observation is considered part-time for the duration of the project for proposal purposes.
- FE complies with all prevailing wage requirements for this assignment for inspector time.
- The City would like to start construction of the project as quickly as possible after bid opening due to funding requirements. Field construction is expected to commence mid-June.

02. STAFFING

The Filippin Engineering team members proposed on this assignment are:



Matt Davis, PE, Principal Construction Manager: Mr. Davis has 20 years experience in the construction industry working in professional roles from both the public agency and the contractor point of view. In addition, his experience includes employment as a Supervising Civil Engineer in the Construction Section of the City of Santa Barbara's Public Works Department. This experience gives him an excellent understanding of City mechanisms and expectations. Matt has a strong background in all the necessary services required for project observation, documentation, inspection, and is well versed in coordination and community outreach. Due to the part-time nature of this project, we are proposing a Principal Construction Manager who can perform both field and management tasks.



Cheril Magallanes, Office Engineer: Ms. Magallanes has over 20 years of experience in a variety of professional administrative roles, specializing in Labor Compliance, SWPPP, contract administration per the Local Assistance Procedures Manual, document control, and conflict resolution. She has a depth of organizational skills with project proposals and extensive interpersonal relationship and negotiation skills. Should the City choose for the consultant to perform Labor Compliance and/or SWPPP services, Cheril will be the candidate assigned to those tasks.

While Matt and Cheril will perform the bulk of the tasks on the project, Filippin Engineering has a depth of staff who can provide an added value for claims avoidance or other on-call services (ie. full time inspection, should it be necessary) that the City may experience the necessity to use if problems arise.



Kelly Wheeler, PE, Principal Construction Manager (alternate): Mrs. Wheeler is a registered civil engineer with over 19 years of design and construction experience. Kelly has extensive experience performing project management, engineering design, and CM on a variety of public works projects. Her construction management experience ranges from roadway/transportation, flood control, and complex utility conveyance systems projects. She also has extensive experience coordinating multiple simultaneous projects, establishing QC and document control systems, and conducting community outreach. Her latest

CM assignments include the City of Goleta's Jonny D. Wallis Park Project and City of Santa Barbara's Anapamu Bridge Replacement Project.



Daniel Anderson, Senior Construction Inspector: Mr. Anderson is a civil engineering professional with 13 years of industry experience, and an engineering degree from Cal Poly, San Luis Obispo. Prior to joining Filippin Engineering, Daniel worked for RDO Water and Crizer Construction working on irrigation systems, pump stations, roadway, highway, bridge, and building projects. Daniel also has a solid engineering design background in rural water systems, project design using AutoCAD Civil 3D and construction. Daniel's construction experience with Filippin Engineering has recently included the Measure K-14 Street

Rehabilitation Project with City of Grover Beach, Los Osos Valley Road and Madonna Road Rehabilitation with City of San Luis Obispo, and Cathedral Oaks Pavement Rehabilitation inspection of PCC/ADA access ramp improvements. Daniel will perform the field observation tasks for this assignment.

Because of the part-time nature of the project and in order to minimize the time spent on the project, we may utilize other Senior Construction Managers that have assignments in the vicinity. These individuals could include:

- Fernando Perez (performed inspection services on Jonny D. Wallis Neighborhood Park)
- Raul Estrada (performed construction management support on Jonny D. Wallis Neighborhood Park)
- John Perrizo (Goleta resident who will be performing construction observation on the nearby Maria Ygnacio Debris Basin Modification Projects)
- Tyler Beets (Assistant Construction Manager who will be working on City of Santa Barbara projects in and around the vicinity of the park project)

Resumes for our staff are available upon request and were not included in this proposal.

03. ANTICIPATED SCOPE OF WORK

Anticipated scope of services, broken down between Construction Management and Construction Inspection Tasks are as follows for Pre-Construction Phase, Construction Phase, and Closeout Phase services:

Pre-Construction Services:

We propose the following tasks will be required to be performed prior to the construction phase:



- **Pre-Construction Conference** – Coordinate and chair the Pre-construction Conference. Schedule meeting and provide notices to project participants prior to the start of any field activities. Prepare and distribute minutes of the conference.
- **Document Control** – Establish document control procedures and Construction Management procedures to ensure organized, complete, and effective construction management and documentation at the onset and throughout the project duration.
- **Submittal Management** – Receive, and distribute Contractor submittals prior to the project for materials submittals, shop drawings, schedules, and any other required documentation necessary prior to project kick-off. It is assumed that the design engineer will review pertinent technical submittals and our CM team will appropriately document and return response.

Construction Phase Services:

Based on the size and scale of this project, we anticipate that while one full-time construction professional would be most effective to accomplish coordination, site observation, construction documentation, and other tasks necessary, that the project budget does support this level of effort. Because of this, we propose that FE start with a combination of a Construction Manager (average of 2 hours/day) to assist with the management tasks and a Construction Inspector (average of 4 hours/day) who will spot check the work when critical work is being performed, assist with coordination with the Boys & Girls Club and Goleta Community Center representatives, and perform the necessary materials testing coordination to keep the Contractor working towards completion.

The success of this approach will be largely dependent upon the Contractor chosen to perform the work, and FE will closely coordinate with the City throughout the project to continually evaluate the level of effort required for a successfully administered project.

During the construction phase of the project, our team will perform construction management and observation including the following services, in addition to those requested by City staff during the course of construction. The list of services below is provided as typical services we provide during construction of similar projects that we expect will be necessary:

- **Construction Administration Procedures** – On all projects administered by Filippin Engineering, we use the Caltrans Local Assistance Procedures Manual as a basis for construction document control, modifying as necessary for any agency or funding-specific requirements. We will utilize the Construction Management procedures for reviewing and processing request for clarifications and interpretations of the Contract Documents; shop drawings, samples and other submittals; contract schedule adjustments; change order proposals; written proposals for substitutions; payment applications; and the maintenance of logs. As the City's representative at the construction site Filippin Engineering shall be the party to whom all such information shall be submitted.
- **Review of Requests for Information, Shop Drawings, & Other Submittals** - Review the Contractors' requests for information, shop drawings, samples and other submittals to determine the anticipated effect on compliance with the Project requirements, the Project and Construction Budget, and the Baseline Schedule. Forward to the City and Design Engineer as appropriate for review of the request for clarification or interpretation, shop drawing, sample, or other submittals, along with Filippin Engineering's comments. Filippin Engineering comments shall not relate to design considerations, but rather to matters of constructability, cost, sequencing, scheduling, and time of construction. Return all information received from the City in a timely manner to the Contractor.
- **Change Order Management** – On this project we are not anticipating a high amount of CCO management; we anticipate one change order during the project, and a final balancing change order for quantity adjustment. Should more change order management and claims assistance turn out to be necessary, we will discuss scope and staff time required with the City at that time. The FE Team approach in managing change orders involves the Construction



Manager constantly communicating with the Contractor to ensure that project issues are surfaced and addressed in a timely manner. If an issue does arise where the Contractor feels it is out of the contract requirements, the Construction Manager/Inspector will assess the concern promptly and coordinate with the Contractor and County Project Manager to evaluate the Notice of Potential Claim (NOPC). The FE Construction Manager will assist the City Project Manager through the formal processing of any NOPCs on the project. The FE Team approach is to continually work to resolve any project claims prior to completion of the contract in an effort to avoid arbitration or litigation at the end of the project. In the event that the FE Team and the Contractor cannot agree to resolve a potential claim, the FE Team can be available to assist in resolving that claim on a time and materials basis. This task will include researching the project records to obtain any pertinent information and analyzing and summarizing the facts in a claim summary report that includes a recommended course of action for the City. If, after review of the claim summary report, the City and the Contractor still cannot come to a settlement, the FE Team can assist the City in developing a strategy that could involve resolving the claim by way of negotiation, a dispute resolution board, arbitration, or litigation. Again, these services are not anticipated to be necessary on this size and scale of a project, so in the event they arise, we will coordinate appropriate scope with the City's Project Manager.

- **Jobsite Progress Meetings** – Conduct weekly progress meetings to review progress and quality, notify the attendees of any contractor deficiencies, determine availability of labor, material, and equipment for upcoming work, coordinate site disruptions, and address coordination matters. FE will chair these meetings, conduct each meeting according to published agenda, and have minutes prepared and promptly distributed. Minutes will detail action items, the discussions that ensued, and announce the time and date of the next meeting.
- **Contractor's Construction Schedule** - Filippin Engineering shall review each Contractor's Construction Schedule and shall verify that the schedule is prepared in accordance with the requirements of the Contract Documents and that it establishes completion dates that comply with the requirements of the approved Baseline Schedule. In addition, we will track conformance with the project schedule, requiring submission of a make-up schedule if necessary to keep the project on track for completion within the time deadlines.
- **Progress Payments** - Filippin Engineering shall review the payment applications submitted by each Contractor and determine whether the amount requested reflects the progress of the Contractor's work. Filippin Engineering shall make appropriate adjustments to each payment application and shall prepare and forward a Progress Payment Report to the City. The Report shall state the total contract price, payments to date, current payment requested, retainage and actual amounts owed for the current period.
- **Photographs** - Provide photographic documentation of project site prior to, during, and after construction.
- **Reports** - Prepare weekly statements of working days and daily observation reports.
- **Labor Compliance** – The Office Engineer will perform labor compliance checks as recommended by the Caltrans Construction Manual and the Caltrans Local Assistance Procedures Manual, including labor compliance interviews for the prime contractor and subcontractors, review of certified payrolls, and notifications of any observed labor non-compliances so that sanctions can be imposed per City policy.
- **Materials Testing Services** – Provide, schedule, and manage materials testing services with the materials testing laboratory per the City's QAP. We have partnered with Fugro, Inc. to provide the materials testing for this project, and have estimated the scope of services based upon what we have experienced on other projects. Should the City wish to reduce or increase the amount of testing, we can work within City constraints given.

Close-out Services:

We anticipate the need for the following services during the construction close-out phase:

- **Final Inspection and Punch list** - Provide final inspection and prepare list of project construction deficiencies for resolution by Contractor.
- **Construction Approval/Acceptance** - Make recommendations regarding final project approval and acceptance.
- **Final Payment** - Make recommendations regarding Contractor's final progress payment request.
- **Project Closeout** - Prepare documentation needed for project closeout. Deliver all project documentation.



At this time, it is our understanding from City staff that there is not a SWPPP required on the project. Therefore, we understand that the Contractor just has to provide a WPCP, rather than a SWPPP, because the project site disturbance was less than one acre, so SMARTS upload, BMP inspection reports, and all other RWQCB is not required. We will spot check that BMPs are implemented at the site, but it is understood that no separate paperwork for compliance is required at this time.

03. PROPOSED FEE AND METHOD OF PAYMENT

We have estimated the cost of our services based on our scope outlined above. However, because our services will be performed on a time and materials basis, it is possible that our actual charges could exceed the amount we have estimated. Likewise, if actual construction time (or staffing requirement) is less, our costs will also be less. During the performance of our services, the need for expanded services will be monitored and communicated to the City.

As noted above, we have proposed based on the following assumptions:

- We estimate that the project will be completed in 40 working days, or 8 weeks.
- We have not budgeted additional fees for working extended hours, holidays, or weekends. Should extended hours be required, overtime rates (1.3 times the normal billing rate) will apply.

Our proposed services will be performed on a time and materials basis and will be billed monthly at the rates shown in the table below & attached rate sheet. Charges for "time" include professional, technical and clerical support services provided by Filippin Engineering. "Materials" include all reimbursable expenses, such as photocopies, FAX transmissions, postage, shipping/delivery, mileage, plots, prints, maps/documents and outside consultant fees. **For this project, we are also waiving the subconsultant markup due to the small size and scale of the project.**

Based on our understanding of your requirements and our experience with similar projects, we estimate that the fee required for our services (including Bid Alternates) will be approximately **\$53,955**. The following tables illustrates the breakdown of our fee per task and phase.

Task	Principal Construction Manager \$190	Senior Construction Inspector \$140	Office Engineer \$100	Materials Testing (Cost w/o Markup)	Estimated Fee
Pre-Construction Phase	10	2	4	-	\$2,580
Construction Phase - 40 working days	80	160	8		\$38,400
Labor Compliance (1.5 hours/week avg)			12		\$1,200
Materials Testing					\$8,875
Post-Construction Phase	10	4	10		\$2,900
TOTAL	100	166	34	\$8,875	\$53,955

We look forward to working with you on this project. FE is committed to working with the City on an appropriate staffing arrangement that works within City constraints, so should you wish us to revise any assumption, we will gladly discuss and revise. If you have any questions or would like to discuss, please don't hesitate to call me at (805) 448-5619.

Thank you,

Kelly R. Wheeler, P.E.
Vice President



May 24, 2019

City of Goleta
130 Cremona, Suite B
Goleta, CA 93117
Attn: JoAnne Plummer

**SUBJECT: PROPOSAL FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR GOLETA
COMMUNITY CENTER ATHLETIC FIELD IMPROVEMENTS PROJECT**

Dear Ms. Plummer:

Thank you for the opportunity to submit our proposal to perform construction management, observation, and materials testing services for the Goleta Community Center Athletic Field Improvements Project. Filippin Engineering (FE) has performed these services on similar projects, including multiple projects with the City of Goleta (City), and we believe we are in a unique position to offer the best value to the City.

01. PROJECT UNDERSTANDING

FE's understanding of the project is based upon a brief review of the contract documents, the pre-bid meeting, and conversations with City staff. Our staffing, approach, and proposed services are based on our understanding of these documents and conversations.



We have based our proposal on the following:

- The Specifications indicated 40 working days.
- The bid opening is on May 30, 2018.
- Construction Management and Observation is considered part-time for the duration of the project for proposal purposes.
- FE complies with all prevailing wage requirements for this assignment for inspector time.
- The City would like to start construction of the project as quickly as possible after bid opening due to funding requirements. Field construction is expected to commence mid-June.

02. STAFFING

The Filippin Engineering team members proposed on this assignment are:



Matt Davis, PE, Principal Construction Manager: Mr. Davis has 20 years experience in the construction industry working in professional roles from both the public agency and the contractor point of view. In addition, his experience includes employment as a Supervising Civil Engineer in the Construction Section of the City of Santa Barbara's Public Works Department. This experience gives him an excellent understanding of City mechanisms and expectations. Matt has a strong background in all the necessary services required for project observation, documentation, inspection, and is well versed in coordination and community outreach. Due to the part-time nature of this project, we are proposing a Principal Construction Manager who can perform both field and management tasks.



Cheril Magallanes, Office Engineer: Ms. Magallanes has over 20 years of experience in a variety of professional administrative roles, specializing in Labor Compliance, SWPPP, contract administration per the Local Assistance Procedures Manual, document control, and conflict resolution. She has a depth of organizational skills with project proposals and extensive interpersonal relationship and negotiation skills. Should the City choose for the consultant to perform Labor Compliance and/or SWPPP services, Cheril will be the candidate assigned to those tasks.

While Matt and Cheril will perform the bulk of the tasks on the project, Filippin Engineering has a depth of staff who can provide an added value for claims avoidance or other on-call services (ie. full time inspection, should it be necessary) that the City may experience the necessity to use if problems arise.



Kelly Wheeler, PE, Principal Construction Manager (alternate): Mrs. Wheeler is a registered civil engineer with over 19 years of design and construction experience. Kelly has extensive experience performing project management, engineering design, and CM on a variety of public works projects. Her construction management experience ranges from roadway/transportation, flood control, and complex utility conveyance systems projects. She also has extensive experience coordinating multiple simultaneous projects, establishing QC and document control systems, and conducting community outreach. Her latest CM assignments include the City of Goleta's Jonny D. Wallis Park Project and City of Santa Barbara's Anapamu Bridge Replacement Project.



Daniel Anderson, Senior Construction Inspector: Mr. Anderson is a civil engineering professional with 13 years of industry experience, and an engineering degree from Cal Poly, San Luis Obispo. Prior to joining Filippin Engineering, Daniel worked for RDO Water and Crizer Construction working on irrigation systems, pump stations, roadway, highway, bridge, and building projects. Daniel also has a solid engineering design background in rural water systems, project design using AutoCAD Civil 3D and construction. Daniel's construction experience with Filippin Engineering has recently included the Measure K-14 Street Rehabilitation Project with City of Grover Beach, Los Osos Valley Road and Madonna Road Rehabilitation with City of San Luis Obispo, and Cathedral Oaks Pavement Rehabilitation inspection of PCC/ADA access ramp improvements. Daniel will perform the field observation tasks for this assignment.

Because of the part-time nature of the project and in order to minimize the time spent on the project, we may utilize other Senior Construction Managers that have assignments in the vicinity. These individuals could include:

- Fernando Perez (performed inspection services on Jonny D. Wallis Neighborhood Park)
- Raul Estrada (performed construction management support on Jonny D. Wallis Neighborhood Park)
- John Perrizo (Goleta resident who will be performing construction observation on the nearby Maria Ygnacio Debris Basin Modification Projects)
- Tyler Beets (Assistant Construction Manager who will be working on City of Santa Barbara projects in and around the vicinity of the park project)

Resumes for our staff are available upon request and were not included in this proposal.

03. ANTICIPATED SCOPE OF WORK

Anticipated scope of services, broken down between Construction Management and Construction Inspection Tasks are as follows for Pre-Construction Phase, Construction Phase, and Closeout Phase services:

Pre-Construction Services:

We propose the following tasks will be required to be performed prior to the construction phase:



- **Pre-Construction Conference** – Coordinate and chair the Pre-construction Conference. Schedule meeting and provide notices to project participants prior to the start of any field activities. Prepare and distribute minutes of the conference.
- **Document Control** – Establish document control procedures and Construction Management procedures to ensure organized, complete, and effective construction management and documentation at the onset and throughout the project duration.
- **Submittal Management** – Receive, and distribute Contractor submittals prior to the project for materials submittals, shop drawings, schedules, and any other required documentation necessary prior to project kick-off. It is assumed that the design engineer will review pertinent technical submittals and our CM team will appropriately document and return response.

Construction Phase Services:

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Manager constantly communicating with the Contractor to ensure that project issues are surfaced and addressed in a timely manner. If an issue does arise where the Contractor feels it is out of the contract requirements, the Construction Manager/Inspector will assess the concern promptly and coordinate with the Contractor and County Project Manager to evaluate the Notice of Potential Claim (NOPC). The FE Construction Manager will assist the City Project Manager through the formal processing of any NOPCs on the project. The FE Team approach is to continually work to resolve any project claims prior to completion of the contract in an effort to avoid arbitration or litigation at the end of the project. In the event that the FE Team and the Contractor cannot agree to resolve a potential claim, the FE Team can be available to assist in resolving that claim on a time and materials basis. This task will include researching the project records to obtain any pertinent information and analyzing and summarizing the facts in a claim summary report that includes a recommended course of action for the City. If, after review of the claim summary report, the City and the Contractor still cannot come to a settlement, the FE Team can assist the City in developing a strategy that could involve resolving the claim by way of negotiation, a dispute resolution board, arbitration, or litigation. Again, these services are not anticipated to be necessary on this size and scale of a project, so in the event they arise, we will coordinate appropriate scope with the City's Project Manager.

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Close-out Services:

We anticipate the need for the following services during the construction close-out phase:

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03. PROPOSED FEE AND METHOD OF PAYMENT

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Based on our understanding of your requirements and our experience with similar projects, we estimate that the fee required for our services (including Bid Alternates) will be approximately **\$53,955**. The following tables illustrates the breakdown of our fee per task and phase.

Task	Principal Construction Manager	Senior Construction Inspector	Office Engineer	Materials Testing	Estimated Fee
	\$190	\$140	\$100	(Cost w/c Markup)	
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Thank you,

Kelly R. Wheeler, P.E.
Vice President

Attachment 2

Pour in Place product specifications and MSDS
Sheets



MATERIAL SAFETY DATA SHEET

Page 1 of 4

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

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

PRODUCT NAME: Binder – Top & Bottom Layers

PRODUCT CODE: N/A

DATE: JANUARY 2007

CHEMICAL FAMILY: POLYURETHANE CEMENT

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

FIRE: THIS PRODUCT IS CLASSIFIED AS NON FLAMMABLE

CHEMICAL CHARACTERISTICS

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

PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE: Liquid
CHANGE IN PHYSICAL STATE:

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

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

LABELLING FOR USER PURPOSES AND TRANSPORT

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

STORAGE AND HANDLING

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

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

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

EXPOSURE AND PERSONAL PROTECTION

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

PERSONAL PROTECTION

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

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

FIRE AND EXPLOSION HAZARDS:

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

DISPOSAL:

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

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

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

EMERGENCY MEASURES

ACCIDENTAL RELEASE:

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

FIRE FIGHTING EQUIPMENT:

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

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

FIRST AID:

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

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

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

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

TOXICOLOGICAL INFORMATION

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

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

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

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

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

Environmental Molding Concepts LLC
MATERIAL SAFETY DATA SHEET

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

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

HAZARDOUS INGREDIENTS
PRODUCT IDENTIFICATION/CHEMICAL & PHYSICAL CHARACTERISTICS

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

FIRE AND EXPLOSION HAZARD DATA

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

HAZARDOUS INGREDIENTS HEALTH HAZARD DATA

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

PRECAUTIONS FOR SAFE HANDLING AND USE

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

CONTROL MEASURES

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

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

Attachment 3

Construction Contract - Landscape Support Services

**PUBLIC WORKS AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
LANDSCAPE SUPPORT SERVICES**

This Public Works Agreement (herein referred to as "AGREEMENT") is made and entered into this 4th day of June, 2019, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **LANDSCAPE SUPPORT SERVICES** (hereinafter referred to as "CONTRACTOR").

RECITALS

A. Pursuant to the Notice Inviting Sealed Bids for Improvements to Athletic Field at the Goleta Valley Community Center - CIP 9071, bids were received, publicly opened, and declared on the date specified in the notice.

B. On June 4, 2019, Goleta's City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR.

C. The City Council, on this 4th day of June, 2019, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT with CONTRACTOR for furnishing labor, equipment and material for the Improvements to Athletic Field at the Goleta Valley Community Center - CIP 9071 Project in the City of Goleta.

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

1. GENERAL SCOPE OF WORK: CITY agrees to engage CONTRACTOR and CONTRACTOR agrees to furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the Improvements to Athletic Field at the Goleta Valley Community Center - CIP 9071 Project in the City of Goleta. The work shall be performed in accordance with the Plans and Specifications dated April 2019 (and as generally described in the "Notice Inviting Bids," attached as Exhibit A) and in accordance with bid prices set forth in CONTRACTOR'S Bid Proposal (attached as Exhibit B) and in accordance with the instructions of the City Engineer, or City's Manager's designee.
2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The contract documents for the aforesaid project, a complete set of which is on file with the Goleta City Clerk's Office, shall consist of the Notice Inviting Bids, Instructions to Bidders, Bid Proposal, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with this Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof

as though fully set forth herein. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written agreement, the provisions of this Agreement, and the Standard Specifications, in that order, shall control. Collectively, these contract documents constitute the complete agreement between CITY and CONTRACTOR and supersede any previous agreements or understandings.

3. COMPENSATION: CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.
4. TIME OF PERFORMANCE: CONTRACTOR agrees to complete the work within 40 calendar days from the date of the notice to proceed. By signing this Agreement, CONTRACTOR represents to CITY that the contract time is reasonable for completion of the work and that CONTRACTOR will complete such work within the contract time. In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay CITY as liquidated damages, not as a penalty, the sum of \$1,000 per day for each and every day of unauthorized delay beyond the completion date, which amount shall be deducted from any payments due or to become due the CONTRACTOR.
5. PREVAILING WAGES:
 - A. Pursuant to Labor Code Sections §§1720 *et seq.*, including but not limited to sections 1771, 1774 and 1775, and as specified in Title 8, California Code of Regulations, Section 16000 *et seq.*, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
 - B. In accordance with Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

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

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

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

Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

- H. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.
6. LEGAL HOURS OF WORK: CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Except as provided by Labor Code Section 1815, the CONTRACTOR shall, as a penalty to the CITY, forfeit twenty five dollars (\$25) for each worker employed in the execution of the Contract by the CONTRACTOR or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 (commencing at Section 1810) of the California Labor Code.
7. TRAVEL AND SUBSISTENCE PAY: CONTRACTOR agrees to pay travel and subsistence pay to each worker needed to execute the work required by this Agreement as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.
8. CONTRACTOR'S LIABILITY: The CITY and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

CONTRACTOR will indemnify Indemnities against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of CONTRACTOR, its agents, employees, subcontractors or invitees provided for

herein, whether or not there is concurrent passive negligence on the part of CITY. In connection therewith:

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

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

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

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

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

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

9. THIRD PARTY CLAIMS: In accordance with Public Contracts Code Section 9201, CITY will promptly inform CONTRACTOR regarding third-party claims against CONTRACTOR, but in no event later than ten (10) business days after CITY receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of this Agreement. As more specifically detailed in the contract documents, CONTRACTOR agrees to indemnify and defend the City against any third-party claim.
10. WORKERS COMPENSATION: In accordance with California Labor Code Sections 1860 and 3700, CONTRACTOR and each of its subcontractors will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
11. INSURANCE: With respect to performance of work under this Agreement, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications.
12. ASSIGNMENT: This Agreement is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.
13. INDEPENDENT CONTRACTOR: CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.

14. TAXES: CONTRACTOR is responsible for paying all retail sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in the contract shall include compensation for any taxes CONTRACTOR is required to pay by laws and regulations in effect at the bid opening date.
15. LICENSES: CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of CONTRACTOR to practice its profession. CONTRACTOR shall maintain a City of Goleta business license, if required under CITY ordinance.
16. RECORDS: CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by CITY or any authorized representative, and will be retained for three years after the expiration of this Agreement. All such records shall be made available for inspection or audit by CITY at any time during regular business hours.
17. SEVERABILITY: If any portion of these contract documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect provided that it does not frustrate the mutual intent of the parties herein.
18. WHOLE AGREEMENT: This Agreement supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract shall not be valid or binding. Any modifications of this contract will be effective only if signed by the party to be charged.
19. AUTHORITY: CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein. Each party warrants that the individuals who have signed this

Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. This Agreement may be modified by written amendment. CITY's City Manager may execute any such amendment on CITY's behalf.

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

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

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

LANDSCAPE SUPPORT SERVICES
15260 Ventura Blvd, Suite 1150
Sherman Oaks, CA 91403
Attn: Soheila Sturm

21. **DISPUTES:** Disputes arising from this contract will be determined in accordance with the contract documents.
22. **NON-DISCRIMINATION:** No discrimination shall be made in the employment of persons in the work contemplated by this Agreement because of race, religion, color, medical condition, sex, sexual orientation, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition. A violation of this section exposes CONTRACTOR to the penalties provided for in Labor Code Section 1735.
23. **NO THIRD PARTY BENEFICIARY:** This Agreement and every provision herein is for the exclusive benefit of CONTRACTOR and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the CONTRACTOR's or the CITY's obligations under this Contract.
24. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of the Contract Documents.

25. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES: The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
26. GOVERNING LAW: This Agreement shall be governed by the laws of the State of California, and exclusive venue for any action involving this Agreement will be in Santa Barbara County.

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

This Agreement is executed on this 4th day of June, 2019, at Goleta, California, and effective as of June 4, 2019.

CITY OF GOLETA:

Michelle Greene, City Manager

ATTEST:

Deborah Lopez, City Clerk

APPROVED AS TO FORM:



Winnie Cai, Assistant City Attorney

CONTRACTOR:

Soheila Sturm, President

State of California License No.
969552-A

Business Phone No.
(818) 475-0680

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

(818)475-0680

**SECTION C BID PROPOSAL
FOR
IMPROVEMENTS TO ATHLETIC FIELD AT THE GOLETA COMMUNITY CENTER**

TO THE CITY OF GOLETA ("City"):

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

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

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

If awarded the Contract, the undersigned further agrees that in the event of the Bidder's default in executing the Contract and filing the necessary bonds and insurance certificates **WITHIN 10 WORKING DAYS**, not including Saturdays, Sundays and legal holidays, after the City has mailed notice of the award of contract to the Bidder, the proceeds of the Bid Security accompanying this Bid shall become the property of the City and this Bid and the acceptance hereof may, at the City's option, be considered null and void.

**BID PROPOSAL
FOR
CONSTRUCTION OF THE
IMPROVEMENTS TO ATHLETIC FIELD AT THE GOLETA COMMUNITY CENTER**

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

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

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

Approximate Contract Period: **June 18, 2019 – August 6, 2019(40 working days)**

BIDDER SHALL COMPLETE:

Bidder's Name Landscape Support Services



Street Address 15260 Ventura Blvd, Ste. 1150

City Sherman Oaks State CA Zip Code 91403

Telephone Number (818) 475-0680 Fax Number (661) 554-0109

e-mail csturm@lssc corp.com

The following Addenda are acknowledged:

	Number	Dated	Initials
(Bidder must fill in number and date of each Addendum or may enter the word "none" if appropriate)	#1	May 16	
	#2	May 21	

Attendance at the Mandatory Pre-Bid Meeting X Yes No

Landscape Support Services

BIDDER'S NAME

May 30, 2019
DATE

**IMPROVEMENTS TO ATHLETIC FIELD AT THE GOLETA COMMUNITY CENTER
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 IMPROVEMENTS TO ATHLETIC FIELD AT THE GOLETA COMMUNITY CENTER

BID SCHEDULE

Bidder's Name: Landscape Support Services

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the construction agreement to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer, at the following prices:

BASE AMOUNT:

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
EARTHWORK					
1.	Mobilization	LS	1	\$	\$ 18,974.00
2.	Erosion Control	LS	1	\$	\$ 15,158.00
3.	Site Clearing	SF	45,000	\$ 0.66	\$ 29,700.00
4.	Import Topsoil	CY	308	\$ 75.00	\$ 23,100.00
5.	Export Soil	CY	425	\$ 38.00	\$ 16,150.00
6.	General Earthwork	CY	750	\$ 32.00	\$ 24,000.00
7.	Fine Grading	SF	45,100	\$ 0.14	\$ 6,314.00
HARDSCAPE					

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
8	Concrete Pathway	SF	1,000	\$ 18.40	\$ 18,400.00
9	Concrete Curb Edge	LF	961	\$ 78.00	\$ 74,958.00
10	Concrete Retention Curb at Courts	LF	45	\$ 98.00	\$ 4,410.00
11	Decomposed Granite (DG) Paving	SF	4,400	\$ 6.70	\$ 29,480.00
12	DG Header	LF	225	\$ 8.00	\$ 1,803.00
FENCING					
13	Chainlink Fencing	LF	32	\$ 141.00	\$ 4,512.00
14	Chainlink Gate	EA	1	\$ 2,828.00	\$ 2,828.00
15	Chainlink Replacement Fabric	LF	32	\$ 74.00	\$ 2,368.00
LANDSCAPE PLANTING					
16	Soil Amendments	SF	31,350	\$ 0.56	\$ 17,556.00
17	Turf Hydroseeding	SF	31,350	\$ 0.26	\$ 8,151.00
18	Gopher Wire Mesh	SF	31,350	\$ 1.56	\$ 48,906.00
19	Shrubs – 1 Gallon	EA	1	\$ 17.00	\$ 17.00

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
20	Shrubs – 5 Gallon	EA	28	\$ 46.75	\$ 1,309.00
21	Mulch	SF	8,600	\$ 1.02	\$ 8,772.00
22	Maintenance Period	LS	1	\$	\$ 7,318.00
IRRIGATION					
23	Trenching and Piping	LF	2,600	\$ 4.80	\$ 12,480.00
24	Rotors	EA	35	\$ 85.80	\$ 3,003.00
25	Drip Irrigation	SF	350	\$ 0.70	\$ 245.00
26	Valves	EA	13	\$ 510.00	\$ 6,630.00
27	Controller & Accessories	LS	1	\$	\$ 5,493.00
28	Wiring	LS	1	\$	\$ 1,011.00
MISCELLANEOUS					
29	River Rock Mulch (and fabric)	LS	1	\$	\$ 4,690.00
30	Temporary Fencing	LF	575	\$ 4.40	\$ 2,530.00
TOTAL BASE AMOUNT					\$ 400,263.00

ADDITIVE ITEMS:

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
A.	Install Sod in lieu of Seed	LS	1	\$	\$ 12,047.00
B.	Fitness Equipment (includes Pour in Place Surfacing)	LS	1	\$	\$ 32,089.00
C.	Bocce Court (includes related earthwork)	LS	1	\$	\$ 52,588.00
D.	Additional Decomposed Granite Pathway (includes related earthwork)	LS	1	\$	\$ 8,703.00
E.	Planting & Irrigation (includes soil prep and mulch in these areas)	LS	1	\$	\$ 20,825.00
TOTAL ADDITIVE ITEMS:					\$ 126,252.00

ALTERNATE BID 1

TOTAL ALTERNATE BID A – INSTALL SOD IN LIEU OF SEED	\$	12,047.00
BASE BID + ALTERNATE BID A	\$	412,310.00

ALTERNATE BID 2

TOTAL ALTERNATE BID A – INSTALL SOD IN LIEU OF SEED	\$	12,047.00
TOTAL ALTERNATE BID B – FITNESS EQUIPMENT	\$	32,089.00
BASE BID + ALTERNATE BID A + ALTERNATE BID B	\$	444,399.00

ALTERNATE BID 3		
TOTAL ALTERNATE BID A – INSTALL SOD IN LIEU OF SEED	\$	12,047.00
TOTAL ALTERNATE BID B – FITNESS EQUIPMENT	\$	32,089.00
TOTAL ALTERNATE BID C – BOCCE COURT AND RELATED EARTHWORK	\$	52,588.00
BASE BID + ALTERNATE BID A + ALTERNATE BID B + ALTERNATE BID C	\$	496,987.00

ALTERNATE BID 4		
TOTAL ALTERNATE BID A – INSTALL SOD IN LIEU OF SEED	\$	12,047.00
TOTAL ALTERNATE BID B – FITNESS EQUIPMENT	\$	32,089.00
TOTAL ALTERNATE BID C – BOCCE COURT AND RELATED EARTHWORK	\$	52,588.00
TOTAL ALTERNATE BID D – ADDITIONAL DECOMPOSED GRANITE PATHWAY INCLUDES RELATED EARTHWORK		8,703.00
BASE BID + ALTERNATE BID A + ALTERNATE BID B + ALTERNATE BID C + ALTERNATE BID D	\$	505,690.00

TOTAL BID (BASE BID + ALTERNATES A-E) **\$** 526,515.00

Landscape Support Services

Company Name of Bidder

May 30, 2019

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
Fencing	337734 1000001395	1.8	Econo Fence Riverside, CA
Alt B (Surfacing & Equipment)	855664 10000015526	77% of Alt B	Gametime / Playcore Logan, UT

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: | <u>City of Beverly Hills</u> |
| Agency Address and Telephone | <u>345 Foothill Rd. Beverly Hills CA 90210</u>
<u>(310) 288-2866</u> |
| Contact Person: | <u>Mandana Motahari</u> |
| Type of Construction Project: | <u>Renovation / Reconstruction</u> |
| Contract Amount: | <u>\$ 5,100.000.00</u> |
| | |
| 2. Name of Agency: | <u>CALTRANS Contract # 12-0J6604</u> |
| Agency Address and Telephone | <u>15700 Tustin Village Way Tr#4, Tustin CA 92780</u>
<u>(949) 279-8447</u> |
| Contact Person: | <u>Arsalan Naderi</u> |
| Type of Construction Project: | <u>Storm Water Mitigation</u> |
| Contract Amount: | <u>\$ 1,900.000.00</u> |
| | |
| 3. Name of Agency: | <u>CALTRANS Contract # 07-4X7304</u> |
| Agency Address and Telephone | <u>902 S. San Gabriel Blvd. Rosemead CA 91770</u>
<u>(626) 572-6700</u> |
| Contact Person: | <u>Pravin Patel</u> |
| Type of Construction Project: | <u>Emergency contract Irrigation System Upgrades-Repair</u> |
| Contract Amount: | <u>\$ 1,200.000.00</u> |

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

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

CONTRACTOR'S LICENSE REQUIREMENT

Bidder certifies that Bidder is aware that the Contract cannot be awarded to Bidder unless, at the time of the award, Bidder is the holder of a valid California Contractor's License (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 Landscape Support Services

Business Address 152160 Ventura Blvd, Ste 1150, Sherman Oaks CA 91403

Telephone (818) 475-0680

State Contractor's License No. and Class 969552 - A

Original Date Issued 01/26/2012 Expiration Date 01/31/2020

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:

Soheila Sturm - President - 15941 Del Grado Dr, Sherman Oaks CA 91403 - (818) 475-0680

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

N/A

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

N/A

I declare under penalty of perjury under the laws of the State of California that the above representations are true and correct. Executed this 23rd day of March, 2018, 9
at Sherman Oaks California.

 President

Signature and Title of Bidder
or Authorized Representative

(SEAL)

**BID BOND
FOR THE
IMPROVEMENTS TO ATHLETIC FIELD AT THE GOLETA COMMUNITY CENTER**

KNOW ALL PERSONS BY THESE PRESENTS that Bidder Landscape Support Services, as PRINCIPAL, and Argonaut Insurance Company, a corporation organized under the laws of the State of Illinois 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 their Greatest Amount Bid (\$10% of G.A.B.) Dollars (\$ 10% of G. A. B.), 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 21st day of May, 2019.

PRINCIPAL: Landscape Support Services


(Address) 14300 Davenport Rd.

Santa Clarita, CA 91390

BY:  PRESIDENT
(Signature and Title of Authorized Officer)

BY: _____
(Signature and Title of Authorized Officer)

SURETY: Argonaut Insurance Company
c/o CMGIA – 20335 Ventura Blvd., Suite 426
(Address) Woodland Hills, CA 91364

BY: 
(Signature and Title of Authorized Officer)
Elizabeth Santos, 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.

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear, Elizabeth Santos, Latanya Taylor, Stacey Garcia

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$15,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

by: 

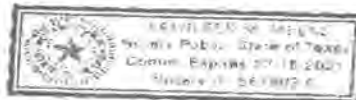
Joshua C. Betz, Senior Vice President

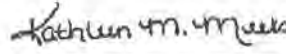
STATE OF TEXAS

COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.





(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 21st day of May, 2019.





James Bluzard, Vice President-Surety

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 MAY 21 2019 before me, SHIRLEY GIGGLES, NOTARY PUBLIC,
 Date Here Insert Name and Title of the Officer
 personally appeared ELIZABETH SANTOS
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

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

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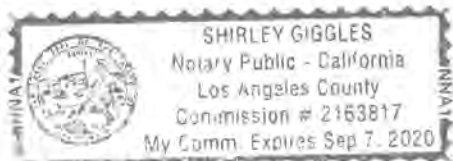
State of California)

County of LOS ANGELES)On 5/22/2019 before me, SHIRLEY GIGGLES, NOTARY PUBLIC
Date Here Insert Name and Title of the Officerpersonally appeared SOHEILA TOUSI STURM
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

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Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

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

State of California)
County of Santa Barbara) SS


The undersigned declares:

I am the President of Landscape Support Services, 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 22nd MAY [date], at WOODLAND HILLS [city], CA [state]

Signed  _____
President
Title

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

Signature _____
Notary Public

(Notary Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

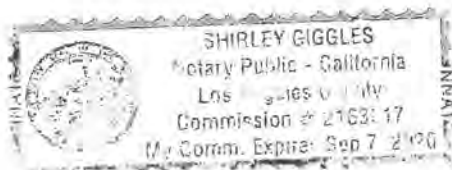
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of LOS ANGELES)
 On 5/22/2019 before me, SHIRLEY GIGGLES, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
 personally appeared SOHEILA TOUSI STURM
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

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

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

Public Contract Code § 20103.5:

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

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

Bidder:

License No.: 969552 Class A Expiration date: 01/31/2020
 Date 5.23.19 Signature [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.

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.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 22 day of May, 2019, at _____, California.

Signature: 

Name: Soheila Sturm

Title: President

Name of Company: Landscape Support Services

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

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

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

State of California)

County of LOS ANGELES)On 5/22/2019 before me, SHIRLEY GIGGLES, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officerpersonally appeared SOHEILA TOUSI STURM
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____