

Attachment A

Board Contract Summary

BC

For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: Auditor-Controller Intranet Policies->Contracts.

D1.	Fiscal Year	2017-2018
D2.	Department Name	Public Works
D3.	Contact Person	Martin Wilder
D4.	Telephone	x8755

K1.	Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose	Engineering services to design pipelines, tank, pumps.
K3.	Department Project Number	SKYSWR
K4.	Original Contract Amount	\$ 327,418.50
K5.	Contract Begin Date	January 9, 2018
K6.	Original Contract End Date	April 6, 2018
K7.	Amendment? (Yes or No)	
K8.	- New Contract End Date	
K9.	- Total Number of Amendments	
K10.	- This Amendment Amount	\$
K11.	- Total Previous Amendment Amounts	\$
K12.	- Revised Total Contract Amount	\$

B1.	Intended Board Agenda Date	January 9, 2018
B2.	Number of Workers Displaced (if any)	
B3.	Number of Competitive Bids (if any)	10
B4.	Lowest Bid Amount (if bid)	297,418.50
B5.	If Board waived bids, show Agenda Date	
	and Agenda Item Number	
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph)	

F1.	Fund Number	2870
F2.	Department Number	054
F3.	Line Item Account Number	8200
F4.	Project Number (if applicable)	SKYSWR
F5.	Program Number (if applicable)	6200
F6.	Org Unit Number (if applicable)	
F7.	Payment Terms	

V1.	Auditor-Controller Vendor Number	
V2.	Payee/Contractor Name	Toro Enterprises, Inc.
V3.	Mailing Address	P.O. Box 6285
V4.	City State (two-letter) Zip (include +4 if known)	Oxnard, CA 93030
V5.	Telephone Number	(805) 483-4515
V6.	Vendor Contact Person	Matt Evans
V7.	Workers Comp Insurance Expiration Date	10/1/2018
V8.	Liability Insurance Expiration Date	10/1/2018
V9.	Professional License Number	710580
V10.	Verified by (print name of county staff)	KEVIN THOMPSON

V11 Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

I certify information is complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: Nov 27, 2017 Authorized Signature: Martin Wilder

**COUNTY OF SANTA BARBARA
DEPARTMENT OF PUBLIC WORKS
LAGUNA COUNTY SANITATION DISTRICT**



**CONTRACT
FOR
SKYWAY DRIVE SEWER UPGRADE
PROJECT NO. SKYSWR**

**SCOTT D. MCGOLPIN
DIRECTOR OF PUBLIC WORKS**

LAGUNA COUNTY SANITATION DISTRICT AGREEMENT FOR:

SKYWAY DRIVE SEWER UPGRADE

Project No. SKYSWR

Auditor – Controller Contract No. _____



THIS AGREEMENT is made by and between the Laguna County Sanitation District, a political subdivision of the State of California, hereinafter called **DISTRICT**, and Toro Enterprises, Inc. hereinafter referred to as **CONTRACTOR**, for the completion of the work identified herein, on the following terms, conditions and provisions:

1. CONTRACT

This agreement includes and incorporates by reference all Contract Documents.

The Contract is comprised of all documents distributed to bidders as part of the Bid Package, including, but not limited to:

1. Special Provisions
2. Project Plans
3. State of California, Department of Transportation 2015 Standard Specifications
4. State of California, Department of Transportation 2015 Standard Plans
5. State of California, Department of Transportation 2015 Revised Standard Specifications
6. Laguna County Sanitation District Standard Specifications for the Construction of Sanitary Sewers
7. Standard Specifications for Public Works Construction "Greenbook" dated 2015
8. Standard Specifications for Materials and the Construction of Concrete Curbs, Gutters, Sidewalks, Driveways, Alleys, Alley Approaches, and Other Concrete Structures in the City of Santa Maria, California dated 2005
9. Santa Barbara County Code
10. Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished
11. The Proposal executed and submitted by the Contractor
12. Notice to Bidders
13. The Faithful Performance and Payment Bonds, and
14. Any Addenda

The Contractor acknowledges receipt of all such documents as were not already in the Contractor's possession. Said incorporated documents are referred to herein as the "Contract" or "Contract Documents"

Copies of all said documents are on file in the Laguna County Sanitation District office located at 620 West Foster Road in Santa Maria and have been and will be made available to the CONTRACTOR during the term of this Agreement.

The Special Provisions for the work to be done are entitled:

LAGUNA COUNTY SANITATION DISTRICT; NOTICE TO BIDDERS AND SPECIAL PROVISIONS FOR Skyway Drive Sewer Upgrade Project

The project plans for the work to be done are entitled:

LAGUNA COUNTY SANITATION DISTRICT; PLANS FOR THE CONSTRUCTION OF Skyway Drive Sewer Upgrade Project

2. WORK

CONTRACTOR agrees, at his own proper cost and expense, to do all the work and furnish all equipment and materials, except such as mentioned in the specifications to be furnished by the District, necessary to perform and complete the work described in the documents referred to above, in a good and workmanlike manner to the satisfaction of the Director of Public Works of said DISTRICT, all in strict accordance with the Plans and the Contract Documents provided.

The bidder shall perform all of its services under this Agreement as an independent contractor and not as an employee of DISTRICT. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a DISTRICT employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

3. PAYMENTS NOT ACCEPTANCE

No certificate given or payments made under this Contract shall be evidence of the performance of this Contract, either wholly or in part, against any claim upon CONTRACTOR. Final payment for the work performed under this Contract shall not be made until the lapse of thirty (30) days after the Notice of Completion of said work has been filed for record and no payment shall be construed to be acceptance of any defective work or improper materials. CONTRACTOR's acceptance of payment for final quantities due under this Contract and the payment of undisputed contract amounts due for any work in accordance with any amendments of this Contract, shall release the DISTRICT from any and all claims or liabilities on account of work performed under this Contract or any amendments thereof related to those amounts. In addition to guarantees required elsewhere, CONTRACTOR shall and does hereby guarantee all workmanship and material to be free of defects for a period of one year from and after the recordation of the Notice of Completion by the DISTRICT, and CONTRACTOR shall repair or replace any or all work and material, together with any other portions of the work which may be displaced in so doing, that in the opinion of the Engineer, is or becomes defective during the period of said guarantee without expense whatsoever to the DISTRICT.

4. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument."

5. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR'S profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. District shall have the right to audit and review all such documents and records at any time during CONTRACTOR'S regular business hours or upon reasonable notice.

6. PAYMENT

As full compensation for furnishing all labor, supervision, overhead, materials and equipment and for doing all the work completed and embraced in this Agreement and subject to adjustments and liquidated damages, if any, as provided in the Contract Documents, the base amount to be paid to the CONTRACTOR for satisfactory completion of all requirements of the CONTRACTOR under this Agreement is and shall be \$277,418.50, to be paid as provided in the Contract Documents.

The Engineer is authorized to order, as change order work, the performance of supplemental work itemized in the attached Bid Item List, totaling \$20,000.00 to be paid as provided in the Contract Documents. In no event shall the District be liable for the cost of any supplemental work unless approved in advance and in writing by the Engineer.

The Engineer is authorized to order, as change order work, changes and additions to the work being performed under this contract in an amount not to exceed \$30,000.00 (Contingency), to be paid as provided in the Contract Documents. In no event shall DISTRICT be liable for the cost of any changes or additions to work being performed under this contract unless approved in advance and in writing by the Engineer.

7. COMPLIANCE WITH LAW, AMENDMENTS

CONTRACTOR shall keep fully informed of all laws, ordinances and regulations which do or may affect the conduct of the work, the materials used therein or persons engaged or employed thereon and all such orders of bodies and tribunals having any jurisdiction over same. If it be found that the Special Provisions or Standard Specifications for the work conflict with any such law, ordinance or regulation, the CONTRACTOR shall immediately report same to the Engineer in writing. CONTRACTOR shall at all times observe and comply with and shall cause all agents and employees to observe and comply with all such laws, ordinances, regulations or decrees as the same now exists or may be hereafter amended and all superseding provisions thereof. CONTRACTOR acknowledges, particularly, the provisions of Sections 9100 through 9510, inclusive, of the Civil Code of California. CONTRACTOR shall protect and indemnify DISTRICT, the Board of Directors, and/or any officer, agent or employee of the DISTRICT against any claims or liability arising from or based on the violation of

any such law, ordinance, regulation or decree whether by CONTRACTOR, or a subcontractor, agent or employee.

8. DISPUTES

Should any dispute arise which the parties are unable to resolve by negotiation respecting the interpretation, construction or meaning of any of the plans or specifications or provisions affecting the work or respecting the true value of any extra work or work omitted, the dispute shall be submitted to arbitration. Such arbitration shall be carried out in accordance with provisions of the Public Contract Code, any applicable provision of County ordinance, regulation or standard and in accordance with standards of the American Arbitration Association. Any resulting arbitration ruling or result shall be binding on the parties, unless there is a mutual written agreement to litigate the matter.

The Contractor's attention is directed to the provisions of Public Contract Code 20104 for resolutions of claims of \$375,000 or less. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

9. ASSIGNMENTS

You must not assign any rights nor transfer any of your obligations under this contract without the District's prior written consent, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

10. REGISTRATION

DISTRICT hereby notifies CONTRACTOR that no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code § 1771.1(a)]; no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5; and this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by DISTRICT.

LAGUNA COUNTY SANITATION DISTRICT

By: _____
DAS WILLIAMS, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
EX OFFICIO CLERK OF BOARD OF DIRECTORS
OF THE LAGUNA COUNTY SANITATION DISTRICT

By: _____
Deputy Clerk

CONTRACTOR

Toro Enterprises, Inc.

By: _____

License No.: 710580

IRS No.: 77-0396663

Business type:

Corporation

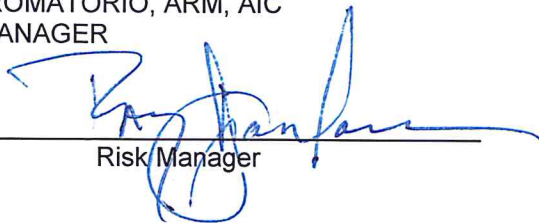
Partnership

Sole Proprietorship

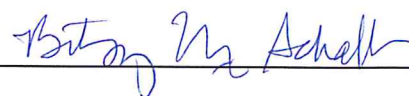
APPROVED AS TO FORM
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Deputy County Counsel Deputy

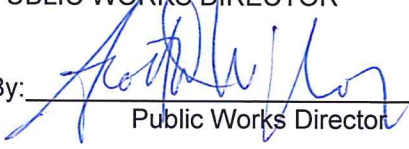
APPROVED AS TO FORM
RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: 
Risk Manager

APPROVED AS TO ACCOUNTING FORM
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: 
Auditor-Controller

APPROVED AS TO FORM:
SCOTT D. MCGOLPIN, PE
PUBLIC WORKS DIRECTOR

By: 
Public Works Director

CERTIFICATE OF COMPLIANCE

This is to certify that all requirements for insurance of subcontractors as specified for this project have been met.

Toro Enterprises, Inc.
Firm

By Sean Castillo
President
Title

11/20/17
Date

CALIFORNIA LABOR CODE SECTION 1860 AND 1861 CERTIFICATION

I am aware of the provisions of Section 3700 of the Labor Code which requires 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.

Toro Enterprises, Inc.
Firm

By Sean Castillo
President
Title

11/20/17
Date

(Please return this completed form with your Agreement, Bonds and Certificates of Insurance)

**STATEMENT OF
UNLAWFUL DISCRIMINATION IN EMPLOYMENT PRACTICES
(SANTA BARBARA COUNTY CODE, SECTION 2-95)**

The party contracting with the Laguna County Sanitation District agrees that it will not discriminate against any employee or applicant for employment in violation of any applicable State or Federal laws, rules or regulations which may now or hereafter specifically prohibit such discrimination on such grounds as race, religion, sex, color, national origin, physical or mental disability, Vietnam era veteran/disabled, age, medical condition, marital status, ancestry, sexual orientation, or other legally protected status. If it is determined by the Board of Directors upon recommendation of the Affirmative Action Officer and the County Counsel that during the life of this agreement any such unlawful discriminations have occurred, the Board of Directors may forthwith terminate this agreement. Said party contracting with the District further agrees that whether or not the term of this agreement is still in existence at the time of final determination of such unlawful discrimination, that it will forthwith reimburse the District for any and all damages, costs and expenses incurred in connection with such unlawful discrimination, including but not limited to damages from loss of Federal or State grants, subventions or loans; costs of processing, investigating and reporting complaints of unlawful discrimination; additional costs of expenses incurred in completion of this agreement by another party if this agreement is terminated before completion; all costs of suit including reasonable attorney's fees incurred in collecting any such damages, costs and expenses; and interest on all such damages, costs and expenses from the date they are incurred to date of payment.

Employment practices shall include, but are not limited to employment, promotion, demotion, transfer, recruitment and advertising for recruitment, layoff or other termination, rates of pay, employee benefits and all other forms of compensation, selection for training and apprenticeship and probationary periods.

Said party contracting with the District further agrees to permit access at all reasonable times and places to all of its records of employment advertising, application forms, tests and all other pertinent employment data and records, to the Santa Barbara County Flood Control and Water Conservation District, its officers, employees and agents for the purpose of investigation to ascertain if any unlawful discrimination as described herein has occurred or is being practiced.

Failure to fully comply with any of the foregoing provisions relating to unlawful discrimination in employment practices shall be deemed to be a material breach of this agreement.