

Contract Summary

PW 027 - Pencho
BC _____ x2162

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000) or to Purchasing (<\$100,000). See also: Auditor-Controller Intranet Policies->Contracts, Form is not applicable to revenue contracts.

D1.	Fiscal Year	15/16
D2.	Department Name:	Transportation / Engineering
D3.	Contact Person:	Walter Rubalcava
D4.	Telephone:	(805) 568-3047

K1.	Contract Type:	Construction
K2.	Brief Summary of Contract Description/Purpose:	Sidewalk infill and repair
K3.	Department Project Number:	820677
K4.	Original Bid Amount:	\$369,065.00
K4a	Supplemental:	\$22,000
K4b	Contingency:	\$32,053.25
K4c	Total Contract Amount:	\$423,118.25
K5.	Contract Begin Date:	Per terms of Contract
K6.	Original Contract End Date:	Per terms of Contract
K7.	Amendment? (Yes or No):	No
K8.	- New Contract End Date:	Per terms of Contract
K9.	- Total Number of Amendments:	0
K10.	- This Amendment Amount:	\$
K11.	- Total Previous Amendment Amounts:	\$
K12.	- Revised Total Contract Amount:	\$

B1.	Is this a Board Contract? (Yes/No):	Yes
B1a	Intended Agenda Date:	May 17, 2016
B2.	Number of Workers Displaced (if any):	None
B3.	Number of Competitive Bids (if any):	4
B4.	Lowest Bid Amount (if bid):	\$369,065.00
B5.	If Board waived bids, show Agenda Date: and Agenda Item Number:	N/A
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph):	No

F1.	Fund Number:	0016
F2.	Department Number:	054
F3.	Line Item Account Number:	7510
F4.	Project Number (if applicable):	820677
F5.	Program Number (if applicable):	2720
F6.	Org Unit Number (if applicable):	0500
F7.	Payment Terms:	NET 30

V1.	Auditor-Controller Vendor Number:	086318
V2.	Payee/Contractor Name:	G. Sosa Construction, Inc.
V3.	Mailing Address:	1435 Marsala Ave.
V4.	City State (two-letter) Zip (include +4 if known):	Santa Maria, Ca 93458
V5.	Telephone Number:	(805) 934-3606
V6.	Vendor Contact Person:	Greg Sosa
V7.	Workers Comp Insurance Expiration Date:	10/1/16
V8.	Liability Insurance Expiration Date:	7/1/16
V9.	Professional License Number:	788272
V10	Verified by (print name of county staff):	Brian Gilbert, CPA

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: 5/9/16 Authorized Signature: [Signature] CPA



**COUNTY OF SANTA BARBARA
DEPARTMENT OF PUBLIC WORKS**

**CONTRACT
FOR
ISLA VISTA**

**PEDESTRIAN SAFETY IMPROVEMENT
AND SIDEWALK INFILL
IN THE THIRD SUPERVISORIAL DISTRICT
COUNTY PROJECT NO. 820677**

TRANSPORTATION DIVISION

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

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 County of Santa Barbara 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 COUNTY, 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 COUNTY.

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 principles. COUNTY 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. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

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 \$369,065.00, 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 Estimate of Job Costs, totaling \$22,000 to be paid as provided in the Contract Documents. In no event shall the County 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 \$32,053.25 (Contingency) in accordance with California Public Contract Code Sections 20142 and 20395, as applicable, to be paid as provided in the Contract Documents. In no event shall the County 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.

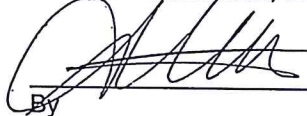
CONTRACTOR
G. Sosa Construction, Inc.
1435 Marsala Ave.
Santa Maria, Ca 93458

BY: 
License No. 788272
Business Type: Corporation

CERTIFICATE OF COMPLIANCE

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

G. Sosa Construction, Inc.


By

PRESIDENT

Title

4-20-16

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.

G. Sosa Construction, Inc.


By

PRESIDENT

Title

4-20-16

Date

(Submit completed form with your Agreement, Bonds and Certificates of Insurance)