



SANTA BARBARA COUNTY PARKS

CONTRACT

**FOR
WALLER COUNTY PARK
MAINTENANCE YARD AND
BABE RUTH PARKING LOT IMPROVEMENTS**

PROJECT No. D62047

SEPTEMBER 20, 2007



COUNTY OF SANTA BARBARA FOR:

Title1 Title2 Title3

County Project No. D62047

Auditor - Controller Contract No. _____

THIS AGREEMENT is made by and between the County of Santa Barbara, a political subdivision of the State of California, hereinafter called **COUNTY**, and **Rockwood General Contractors Inc., 781 Calle Bendita, Arroyo Grande, CA 93420** hereinafter referred to as **CONTRACTOR**, for the completion of the work identified herein, on the following terms, conditions and provisions:

1. CONTRACT.

This agreement incorporates by reference all of the General and Special Conditions and Specifications provided by COUNTY for the work identified above; and where consistent with this document, the proposal executed and submitted by the CONTRACTOR. CONTRACTOR acknowledges receipt of all such documents as were not already in Contractor's possession. Said incorporated documents, this agreement, any Notice to Contractors, the Bid Bond, the Faithful Performance Bond, and Payment Bond are referred to herein as the "Contract" or "Contract Documents." Copies of all said documents are on file in the Department of General Services Office of the COUNTY and have been and will be made available to the CONTRACTOR during the term of this Agreement.

2. WORK.

CONTRACTOR agrees, at his own proper cost and expense, to furnish all the work and all equipment and materials 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 General Services of said COUNTY, all in strict accordance with the Plans and the Contract Documents provided.

3. EXCAVATIONS

Before any pavement resurfacing, displacement or excavation of the ground that may be required by any performance under this Agreement, the CONTRACTOR shall obtain an inquiry identification number by calling Underground Service Alert (USA) 1 (800) 422-4133 or by such other means as may be required; shall conform to all requirements of Government Code Sections 4215 through 4217 regarding any such pavement resurfacing, displacement or excavation, including the payment of any fees required; and shall facilitate performance by the COUNTY of any obligation required of the COUNTY under said Sections. There shall be no performance under this Agreement by either party unless and until the provisions of such Sections are complied with and the County Representative is notified regarding the compliance.

4. COUNTY REPRESENTATIVE.

The County Representative referred to in the Contract Documents is the Project Manager for County Parks.

5. 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; the base bid of **SIX HUNDRED THIRTY-FOUR THOUSAND, TWO HUNDRED FIFTY-THREE DOLLARS AND EIGHTY CENTS (\$634,253.80)** to be paid as provided in the Contract Documents. The CONTRACTOR assumes and will provide against any and all loss or damage arising out of the nature of the work undertaken, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the COUNTY, and assumes any and all expenses incurred by or in consequence of suspension or discontinuance of the work, for well and faithfully completing the work and the whole thereof, in the manner and to the requirements of the Contract and directions of the County Representative, hereunder. The COUNTY will have the right to audit of Contractor's project records. Records must be made available in a form satisfactory to the Santa Barbara County Auditor-Controller.

6. EXTRA WORK

Extra work, materials, resolution of disputes, corrections, and/or changes to the specifications as are required for the proper completion of the work or the improvement contemplated may be authorized and agreement made for compensation at the same rate per unit (or at a corresponding rate for work that is different from that provided for in the Contract Documents) by the County Representative, if compensation is not in excess of 10% of the original base agreement amount or \$25,000 whichever is less, or \$25,000+5% of the amount of the bid in excess of \$250,000, the total of changes are not to exceed \$150,000, in accordance with Section 20142(a) and (b), and Section 20395(d) of the Public Contract Code. Extra work or changes in excess of these limits may only be authorized by resolution or minute order of the Santa Barbara County Board of Supervisors. The County Representative shall determine if necessary appropriate additional time to be allowed for such extra work.

In no event shall County be liable for the cost of any extra work not approved in advance and in writing by the County Representative.

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 County Representative 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 3196 and Sections 3247 and 3252, inclusive, of the Civil Code of California. CONTRACTOR shall protect and indemnify the County of Santa Barbara, the Board of Supervisors, and/or any officer, agent or employee of the COUNTY 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. PAYMENTS NOT ACCEPTANCE

No certificate given or payments made under this Contract, except the final payment 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 agrees that the payment for final quantities due under this Contract and the payment of 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. In addition to guarantees required elsewhere, CONTRACTOR shall and does hereby guarantee all workmanship and material to be free of defects and fit for the purposes intended for a period of one year from and after both the date of acceptance of the work and 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 County Representative, is or becomes defective during the period of said guarantee without expense whatsoever to the COUNTY.

9. PREVAILING WAGE RATES

Rates of wages, including overtime, holiday and Sunday rates provided for the work are subject to the effect of the California Labor Code, Sections 1770 et. seq. Executive Orders of the President of the United States No. 9240, dated September 9, 1942, and No. 9250, dated October 3, 1942, and to any modifications thereof and to any and all lawful orders of the President or any authorized Federal Officer or agency, insofar as the same may be applicable to this Contract.

In accordance with the requirements of Labor Code Section 1770, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem or hourly wages for workers required to perform the subject work. A copy of the prevailing wage rate is on file with the Director of Public Works, County Engineering Building, 123 East Anapamu Street, Santa Barbara, California, and is available for inspection.

Contractor, and any subcontractor under his or her direction, shall pay not less than the said prevailing rates to all laborers, workers and mechanics employed by them in the execution of the contract.

10. CONTRACT DOCUMENTS ACKNOWLEDGED

CONTRACTOR hereby declares that he has read the "Contract Documents" pertaining to the work to be accomplished hereunder, has carefully examined the plans and detail drawings of the work to be performed and fully understands the intent and meaning of the same.

11. TIME FOR COMMENCEMENT, COMPLETION

The work to be done under this Agreement shall be completed within **90 working days** after the date stated as first working day on the "Notice to Proceed". As soon as practicable after the Contract has been executed by both the CONTRACTOR and the COUNTY, a Notice to Proceed will be issued by the County Representative stating the starting date of the Contract time. The CONTRACTOR shall begin work within FIFTEEN (15) calendar days after receiving the Notice to Proceed, unless otherwise provided. Attention is directed to the provisions of this Agreement pertaining to Liquidated Damages for failure to complete the work within the allowed time.

12. WORKERS' COMPENSATION INSURANCE

CONTRACTOR certifies as to knowledge of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code. Contractor will comply with such provisions before commencing the performance of the work of this Contract.

13. PROGRESS PAYMENT NO WAIVER FOR DELAY

Any progress payment made after the scheduled completion date will not constitute a waiver of any liquidated damages heretofore agreed upon as part of this Contract.

14. GUARANTEE BONDS

Before any performance under this Agreement, the CONTRACTOR shall provide the security required by statute for the payment of all workers and suppliers, and security for faithful performance of all terms and conditions of this Agreement, in an amount and form approved by the COUNTY. Both securities shall contain provisions, which automatically increase amounts thereof, and/or time of completion or both for all change orders, extensions and additions to the work provided pursuant to this Agreement.

15. NON-DISCRIMINATION

The CONTRACTOR acknowledges that this Agreement is subject to the provisions of Article XIII of Chapter 2 of the Santa Barbara County Code, providing against discrimination in employment. The CONTRACTOR agrees to perform all requirements of a contractor under the provisions of said Article and to pay all costs occasioned to the COUNTY by any noncompliance by the CONTRACTOR.

16. DISPUTES

Should any dispute arise respecting the construction or meaning of any of the plans or specifications affecting the work or respecting the true value of any extra work or work omitted, the dispute shall be resolved by the Engineer/Architect whose decision shall be final and binding upon the parties. If, after the decision of the Engineer/Architect as provided herein, claims (as defined in Public Contracts Code Section 20104) under this Contract are filed by CONTRACTOR against COUNTY and those claims are in the aggregate amount of \$375,000 or less, said claims shall be resolved pursuant to Public Contracts Code Sections 20104 through 20104.8, inclusive.

17. RIGHT TO AUDIT

The County will have the right to audit of Contractor's project records. Records must be made available in a form satisfactory to the Santa Barbara County Auditor-Controller.

18. SUBSTITUTION OF MATERIALS, SUBSTITUTION OF CONTRACTORS.

The County Representative is authorized to act on behalf of the awarding authority in any matters requiring consent, notice or hearing in order to substitute materials or equipment specified or to substitute subcontractors.

COUNTY OF SANTA BARBARA

Date: _____

BY: _____
Chair, Board of Supervisors
Of the County of Santa Barbara
State of California

ATTEST:
Michael F. Brown
Clerk of the Board

BY: _____
Deputy

APPROVED AS TO FORM:
Stephen Shane Stark.
County Counsel

BY: _____

APPROVED AS TO ACCOUNTING FORM:
Robert W. Geis, C.P.A.
Auditor-Controller

BY: _____

CONTRACTOR

Rockwood General Contractors Inc.

781 Calle Bendita

Arroyo Grande, CA 93420

License No. _____
807260 A & B

IRS No. _____
01-0556161

BY: _____
Karen Bay, President

Business type (check only one):

Corporation _____ X

Partnership _____

Sole Proprietorship _____

APPROVED AS TO FORM:

Risk Manager

BY: _____

Accounting Information

Fund _____
0030

Dept. _____
052

Account _____
8524, 8524A

**SANTA BARBARA COUNTY PARKS
WALLER COUNTY PARK
MAINTENANCE YARD AND
BABE RUTH PARKING LOT IMPROVEMENTS
Project No.: D62047**

The bidder agrees if this proposal is accepted, that he will contract with the County of Santa Barbara to do all work and furnish all labor, materials, machinery, tools and apparatus necessary to completely perform said Contracts in the manner and time prescribed by said Contract Plans and Specifications under the following unit prices to wit:

Item No.	Description	Unit	Estimated Quantity	Price Per Unit	Total Price
BID SCHEDULE A – MAINTENANCE YARD IMPROVEMENTS					
A-1.	Move In/Out Bonds and Insurance	LS	---	\$10,250.00	\$10,250.00
A-2.	SWPPP	LS	---	\$4,000.00	\$4,000.00
A-3.	Demolition/ Site Preparation	SF	26,000	\$1.55	\$40,300.00
A-4.	Material Export	CY	1,000	\$7.30	\$7,300.00
A-5.	Class II Aggregate Base (0.5)	CY	320	\$55.50	\$17,760.00
A-6.	A.C. Pavement (0.25)	Ton	215	\$110.00	\$23,650.00
A-7.	6" Concrete Curb	LF	11	\$32.30	\$355.30
A-8.	8" Wide Concrete Curb	LF	30	\$29.00	\$870.00
A-9.	8" Wide Concrete Curb Wall w/ Handrail	LF	30	\$108.00	\$3,240.00
A-10.	3' Wide Concrete Gutter	LF	420	\$36.50	\$15,330.00
A-11.	Concrete Sidewalk	SF	75	\$9.00	\$675.00
A-12.	6" Reinforced Concrete Pad	SF	11,100	\$6.80	\$75,480.00
A-13.	18" X 18" Cast-in-Place Catch Basin	EA	2	\$1,900.00	\$3,800.00
A-14.	12" X 12" Pre-cast Catch Basin	EA	1	\$1,200.00	\$1,200.00
A-15.	8" CMU Retaining Wall	SF	1,350	\$27.00	\$36,450.00
A-16.	8" Cast-in Place Bin Wall	SF	560	\$56.00	\$31,360.00
A-17.	10" Cast-in-Place Bin Wall	SF	380	\$60.00	\$22,800.00
A-18.	Concrete Footings	EA	18	\$860.00	\$15,480.00
A-19.	3" DR35 PVC Sewer & Appurtenances	LF	65	\$32.50	\$2,112.50

Item No.	Description	Unit	Estimated Quantity	Price Per Unit	Total Price
BID SCHEDULE A – MAINTENANCE YARD IMPROVEMENTS (suite)					
A-20.	4" DR35 PVC Sewer & Appurtenances	LF	250	\$32.50	\$8,125.00
A-21.	6" DR35 PVC SD/ Appurtenances	LF	250	\$56.00	\$14,000.00
A-22.	8" DR35 PVC SD/ Appurtenances	LF	40	\$127.00	\$5,080.00
A-23.	Sewer Cleanout	EA	2	\$376.00	\$752.00
A-24.	Adjust Sewer Manhole	EA	1	\$1,160.00	\$1,160.00
A-25.	Tie into existing Storm Drain	LS	---	\$2,300.00	\$2,300.00
A-26.	Waterline/ Appurtenances	LF	200	\$39.00	\$7,800.00
A-27.	Concrete Clarifier/ Appurtenances	LS	---	\$14,300.00	\$14,300.00
A-28.	Electrical Conduit/ Appurtenances	LS	---	\$7,400.00	\$7,400.00
A-29.	2-Port Plug Valve/ Elec. Actuator	LS	---	\$5,555.00	\$5,555.00
A-30.	8' High Security Fence & Gates	LF	400	\$94.00	\$37,600.00
A-31.	Redwood Header	LF	300	\$6.00	\$1,800.00
A-32.	Roof Structure	SF	5,180	\$23.00	\$119,140.00
A-33.	Landscaping	LS	---	\$6,500.00	\$6,500.00
SUB-TOTAL BID SCHEDULE A					\$543,924.80

Item No.	Description	Unit	Estimated Quantity	Price Per Unit	Total Price
BID SCHEDULE B – PARKING LOT IMPROVEMENTS					
B-1.	A.C. Pvmt Structural Section	SF	670	\$18.00	\$12,060.00
B-2.	A.C. Pavement (0.25)	Ton	650	\$82.00	\$53,300.00
B-3.	6” Concrete Curb	LF	920	\$19.00	\$17,480.00
B-4.	Conform Grind	SF	1,600	\$0.80	\$1,280.00
B-5.	Sawcut and remove A.C. Pvmt.	SF	1,600	\$0.75	\$1,200.00
B-6.	A.C. Dike	LF	48	\$28.00	\$1,344.00
B-7.	Stripe & Install Signs for Handicap Parking Stalls	LS	---	\$2,000.00	\$2,000.00
B-8.	Bio-Swale	SF	450	\$3.70	\$1,665.00
SUB-TOTAL BID SCHEDULE B					\$90,329.00
BID TOTAL					\$634,253.80
BID TOTAL (in writing)					
Six hundred thirty-four thousand, two hundred fifty-three dollars and eighty cents.					

CERTIFICATE OF COMPLIANCE

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

_____ Firm

_____ By

_____ Title

Dated: _____

(Please return this completed form with your Bond and Certificates of Insurance.)

CALIFORNIA LABOR CODE SECTION 1860 AND 1861 CERTIFICATION

In accordance with the provisions of Section 1860 and 1861 of the California Labor Code, every Contractor will be required to secure the payment of compensation of his employees. Each Contractor to whom a public works contract is awarded shall sign the following certification prior to performing the work of the contract:

"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."

_____ Firm

_____ By

_____ Title

Dated: _____

(Please return this completed form with your Bond and Certificates of Insurance.)

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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.

Date _____

Contractor

By _____
Signature

Title

ATTEST:

By _____
Signature

Title

COUNTY OF SANTA BARBARA UNLAWFUL DISCRIMINATION ORDINANCE

The Board of Supervisors of the County of Santa Barbara do ordain as follows:

SECTION 1.

A new article is hereby added to Chapter 2 of the Santa Barbara County Code reading as follows:

ARTICLE XIII. UNLAWFUL DISCRIMINATION, COUNTY CONTRACTS

Section 2-94. Exceptions.

The provisions of this article shall not apply to contracts or agreements for the acquisition, exchange or disposition of real property or interests therein, nor to contracts or agreements with the State of California, or its political subdivisions, or with the United States of America. (Ord. 2946, § 1)

Section 2-95. Prohibition of unlawful discrimination in employment practices.

The COUNTY reserves the right to terminate forthwith each and every written contract and agreement (except purchase orders) for goods and/or services entered into by the COUNTY or by its joint powers, agencies, or agents with the consent of the other parties (hereinafter called "CONTRACTOR") including but not limited to concessions, franchises, construction agreements, leases, whether now in effect or hereinafter made if the COUNTY finds that the CONTRACTOR is discriminating or has discriminated 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 handicap when otherwise qualified, Vietnam war veteran/disabled, or age.

Such finding may only be made after CONTRACTOR has had a full and fair hearing on notice of thirty (30) days before an impartial hearing officer at which hearing CONTRACTOR may introduce evidence, produce witness, and have the opportunity to cross-examine witnesses produced by the COUNTY. Further, any finding of discrimination must be fully supported by the facts developed at such hearing and set forth in a written opinion; and in addition, CONTRACTOR may move in the appropriate court of law for damages and/or to compel specific performance of a CONTRACTOR or agreement if any of the above procedures are not afforded to the CONTRACTOR. If CONTRACTOR is not found to have engaged in unlawful discriminatory practices, COUNTY shall pay all costs and expense of such hearing, including reasonable attorney's fees to CONTRACTOR in accordance with current Santa Barbara County Superior Court schedule of attorney's fees for civil trials. If CONTRACTOR is found to have engaged in such unlawful discriminatory employment practices, CONTRACTOR shall pay all such costs, expenses, and attorney's fees.

Whether or not a contract or agreement is still in existence at the time of final determination of such unlawful discrimination, the CONTRACTOR shall forthwith reimburse COUNTY for all damages directly stemming from such discrimination; however, those damages shall not exceed and are not reimbursable in an amount which exceeds amounts paid CONTRACTOR under the terms of the contract or agreement.

Nothing in this Section 2-95 shall directly or by interpretation give a private cause of action to any third party (not a signatory to the contract or agreement) including employees past or present, or applicants for employment to CONTRACTOR, it being the sole purpose of this clause to administratively assure compliance with the nondiscrimination clauses contained herein.

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

CONTRACTOR shall permit access at all reasonable time and places to all of its records of employment, advertising, application forms, tests, and all other pertinent employment data and records, to the COUNTY, 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, provided that such records are relevant to a complaint of an unlawful discriminatory practice which has been forwarded to CONTRACTOR reasonably prior to the time CONTRACTOR is asked to make such

records available. In addition, all such records shall be deemed "Confidential" by the officers, employees, and agents of the COUNTY. No records or copies of such records may be removed from the premises of CONTRACTOR and no disclosure, oral, or written of such record, may be made to third parties except as provided within the agreement.

Provided, however, that in the event of a hearing to determine whether or not CONTRACTOR is engaging in unlawful discrimination in employment practices as defined herein, the Board of Supervisor of Santa Barbara County may issue subpoenas to require that certified copies of such records be made available to the hearing.

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 any contract or agreement with the COUNTY. All persons contracting with or who have contracts for goods or services with the COUNTY shall be notified that this chapter applied to their contract or agreement with the COUNTY (Ordinance No. 2946, SS1,; Ordinance No. 2993, SS1; and Ordinance No. 3018, SS1).

Section 2-95.5. Exceptions.

Notwithstanding any other provisions in this article, any party contracting with the COUNTY having an affirmative action program which has been approved within twelve (12) months from the date of the contract by an agency of the federal government shall be deemed to be in compliance with the provisions of this article upon furnishing documentary evidence of such approval satisfactory to the COUNTY affirmative action officer. Loss of such approval shall be immediately reported by such party to the COUNTY affirmative action officer.

Section 2-96. Purchase orders.

Purchase orders shall contain the following clause as grounds for termination of such purchase orders:

"If complaint is made that seller is engaging in discriminatory employment practices made unlawful by applicable state and federal laws, rules, or regulations, and the State Fair Employment Practice Commission or the Federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the COUNTY may forthwith terminate this order." (Ordinance No. 2946, SS 1)

Section 2-97. Affirmative action officer.

At the discretion of the COUNTY affirmative action officer, he or she shall promptly and thoroughly investigate, or cause to be investigated reports and complaints from whatever source, that any party contracting with the COUNTY is engaging, or during the term of a contract or agreement with the COUNTY has engaged, in any unlawful discriminatory employment practices as described in Section 2-95 of this Code. If the investigation discloses reason to believe such unlawful discrimination does exist or has existed and the conditions giving rise thereto have not been changed so as to prevent further such unlawful discrimination, and the said party shall forthwith terminate such unlawful discrimination, take all appropriate steps to prevent a recurrence of such or other unlawful practices, and compensate the person or persons unlawfully discriminated against for any and all loss incurred by reason of such unlawful discrimination, all to the satisfaction of the affirmative action officer, then the affirmative action officer shall cause the matter to be presented for action to the State Fair Employment Practices Commission or the Federal Equal Employment Opportunities Commission, or both, and to any other concerned state or federal agencies or officers.

If and when it has been finally determined by the affirmative action officer, COUNTY counsel, or state or federal regulatory agencies that such unlawful discriminatory employment practice has in fact so occurred or are being carried on, then the affirmative action officer shall forthwith present the entire matter to the Board of Supervisors of the COUNTY, together with all damages, costs, and expense related thereto and incurred by COUNTY, for appropriate action by the Board of Supervisors in accord with the in tent and purposes of this article and of the affirmative action program of the COUNTY (Ordinance No. 2946, SS 1).

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

Whereas, The Board of Supervisors of the County of Santa Barbara, State of California, and **Rockwood General Contractors Inc., 781 Calle Bendita, Arroyo Grande, CA 93420** (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated THURSDAY SEPTEMBER 20, 2007, and identified as:

Project title: **WALLER COUNTY PARK MAINTENANCE YARD AND BABE RUTH PARKING LOT IMPROVEMENTS**

Project No.: **D62047**

is hereby referred to and made a part hereof; and

Whereas, Under the terms of the agreement, the principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the County of Santa Barbara, hereinafter called ("County") to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

Now, therefore, the principal and the undersigned as California licensed surety, are held firmly bound unto the County and all contractors, subcontractors, laborers, material men, and other persons employed in the performance of the agreement and referred to in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code in the sum of **SIX HUNDRED THIRTY-FOUR THOUSAND, TWO HUNDRED FIFTY-THREE DOLLARS AND EIGHTY CENTS (\$634,253.80)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney' s fees, incurred by the County in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the County, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

Death, illness, disability or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

In witness whereof, this instrument has been duly executed by the principal and surety above named:

Dated: _____

Principal

By _____

Surety

Signature of Attorney-In-Fact

Address

Surety's Agent for Service of Process (located within the State of California):

Name of Agent

Address

City, State & Zip

Telephone Number

FAX Number

NOTE: Signature of those executing for Surety must be properly acknowledged.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

Whereas, The Board of Supervisors of the County of Santa Barbara, State of California, and **Rockwood General Contractors Inc., 781 Calle Bendita, Arroyo Grande, CA 93420** (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated THURSDAY SEPTEMBER 20, 2007, and identified as:

Project title: **WALLER COUNTY PARK MAINTENANCE YARD AND BABE RUTH PARKING LOT IMPROVEMENTS**

Project No.: **D62047**

is hereby referred to and made a part hereof; and

Whereas, Said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the principal and _____, as California licensed surety, are held and firmly bound unto the County of Santa Barbara, hereinafter called ("County"), in the penal sum of **SIX HUNDRED THIRTY-FOUR THOUSAND, TWO HUNDRED FIFTY-THREE DOLLARS AND EIGHTY CENTS (\$634,253.80)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the County, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

Death, illness, disability or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

In witness whereof, this instrument has been duly executed by the principal and surety above named:

Dated: _____

Principal

By _____

Surety

Signature of Attorney-In-Fact

Address

Surety's Agent for Service of Process (located within the State of California):

Name of Agent

Address

City, State & Zip

Telephone Number

FAX Number

NOTE: Signature of those executing for Surety must be properly acknowledged.



**CERTIFICATE OF INSURANCE
TRANSMITTAL FORM**

FOR THE FOLLOWING DESCRIBED PROJECT:

Project title: **WALLER COUNTY PARK MAINTENANCE YARD AND BABE RUTH PARKING LOT
IMPROVEMENTS**

Project No.: **D62047**

CONTRACTOR:

Rockwood General Contractors Inc.
781 Calle Bendita
Arroyo Grande, CA 93420

The County of Santa Barbara must be named as an additional insured on all certificates.

The following must also be listed as additional insured:

In addition to the above, the following information must appear on the certificates:

PROJECT NO.: D62047

This form must be attached to all insurance forms sent to the County of Santa Barbara, Parks Department.

Authorized Insurance Company Representative's Signature

This form may be reproduced as required

Contract summary Form:

Contract Number _____

Complete the information below, print this form, obtain the signature of the authorized department representative and submit this form to the Clerk of the Board with the contract package.

D1. Fiscal Year: 2007/2008
D2. Department Number.....: 052
D3. Requisition Number: n/a
D4. Department Name: Parks
D5. Contact Person: Coleen Lund
D6. Phone Number: 568-2470

K1. Contract Type: Construction
K2. Brief Summary of Contract Description or (Title).....: WALLER COUNTY PARK MAINTENANCE YARD AND BABE RUTH PARKING LOT IMPROVEMENTS
K3. Original Contract Amount (Gross Amount).....: \$634,253.80
K4. Contract Begin Date (First Working Day): Issuance of Notice to Proceed (estimated date MONDAY OCTOBER 15, 2007)
K5. Original Contract End Date (Last Working Day): 90 working days
K6. This Amendment Number:
K7. Total Previous Amendments:
K8. This Amendment Amount:
K9. Revised Total Amount.....:
K10. Revised End Date:
K11. Departmental Project Number.....: D42019

B1. Is this a Board Contract (Yes/No): YES
B2. Number of Workers Displaced.....: None
B3. Number of Competitive Bids.....: 7
B4. Lowest Responsible Bid Amount.....: \$634,253.80
B5. If Board waived bids, show agenda date: n/a
B6. If Board waived bids, show agenda item number: n/a
B7. Boilerplate Contract Text Unchanged.....: Yes

F1. Encumbrance Transaction Code.....: 1701
F2. Current Year Encumbrance Amount: \$634,253.80
F3. Department Number.....: 052
F4. Division Number (If Applicable): n/a
F5. Subdivision Number (If Applicable).....: n/a
F6. Program: n/a
F7. Org. Unit (If Applicable): n/a
F8. Fund Number: 0030
F9. Account Number: 8524, 8524A
F10. Cost Center number (If Applicable).....: n/a
F11. Payment Terms.....: Net 30

V1. Auditor Vendor Number:
V2. Payee/Contractors Name: Rockwood General Contractors Inc.
V3. Mailing Address: 781 Calle Bendita
V4. City: Arroyo Grande
V5. State: CA
V6. Zip (include +4 if known): 93420
V7. Company Telephone Number: 805-343-7738
V8. Federal Tax ID (EIN or SSN).....: 01-0556161
V9. Contact Person.....: Karen Bray, President
V10. Contact Person's Telephone Number.....: 805-343-7738
V11. Workers Comp Insurance Expiration Date.....:
V12. General liability Insurance Expiration Date:
V13. Contractor's License Number and Type: 807260 A & B
V14. Professional License Number and Type:
V15. Verified By:
V16. Company Type: Corporation
V17. Accounting Contact Person and Phone.....: Celia De Gonzales, x2467

I certify: This information is complete and accurate as presented; designated funds available; concurrences evidenced on the contract signature page.

Date: _____

Authorized Signature: _____