



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

**CONTRACT
FOR
Jonata Park Road Bridge Replacement
over Zaca Creek (Existing Br. No. 51C-226,
New Br. No. 51C-0356)
in the Third Supervisorial District
COUNTY PROJECT NO. 863002**

TRANSPORTATION DIVISION

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



COUNTY OF SANTA BARBARA AGREEMENT FOR:

County Project No. 863002

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 Souza Engineering Contracting, 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 2010 Standard Specifications
4. State of California, Department of Transportation 2010 Standard Plans
5. State of California, Department of Transportation 2010 Revised Standard Specification
6. County of Santa Barbara, Department of Public Works, Standard Details dated April 1, 1987
7. Santa Barbara County Code
8. Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished
9. The Proposal executed and submitted by the Contractor
10. Notice to Bidders
11. The Faithful Performance and Payment Bonds, and
12. 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 Department of Public Works Office of the COUNTY 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:

COUNTY OF SANTA BARBARA; NOTICE TO BIDDERS AND SPECIAL PROVISIONS FOR Jonata Park Road Bridge Replacement over Zaca Creek (Existing Br. No. 51C-226, New Br. No. 51C-0356) in the Third Supervisorial District

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

COUNTY OF SANTA BARBARA; STATE OF CALIFORNIA; DEPARTMENT OF PUBLIC WORKS; PLANS FOR THE CONSTRUCTION OF Jonata Park Road Bridge Replacement over Zaca Creek (Existing Br. No. 51C-226, New Br. No. 51C-0356) in the Third Supervisorial District

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 County, 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 COUNTY, all in strict accordance with the Plans and the Contract Documents provided.

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 practices. 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.

CONTRACTOR

Souza Engineering Contracting, Inc.

PO Box 3810

San Luis Obispo, Ca 93403

BY: _____

License No. 479476 - A

Business Type: Corporation

By: _____
Chairperson, Board of Supervisors
of the County of Santa Barbara

ATTEST:
Chandra L. Wallar
Clerk of the Board

BY: _____
Deputy

APPROVED AS TO FORM:
Dennis Marshall,
County Counsel

BY: _____
Deputy County Counsel

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

APPROVED AS TO FORM:
Ray Aromatorio
Risk Manager

BY: _____

BY: _____

Fiscal Responsibility _____

Dept.	Division	Subdivision	Program	Org Unit	Fund	Account	Area
054	0200	CI	2820	0600	0017	7510	3001

BID ITEM LIST

Item No	P-F	Item Code	Description	Unit	Quantity	Unit Price	Item Total
1		80050	Progress Schedule (Critical Path Method)	LS	1	\$1,100	\$1,100
2		120090	Construction Area Signs	LS	1	\$2,750	\$2,750
3		120100	Traffic Control System	LS	1	\$7,500	\$7,500
4		120149	Temporary Pavement Marking (Paint)	SF	20	\$5.70	\$114.00
5		120159	Temporary Traffic Stripe (Paint)	LF	1000	\$0.25	\$250.00
6		128601	Temporary Signal System	LS	1	\$13,500.00	\$13,500.00
7		129000	Temporary Railing (Type K)	LF	1360	\$14.00	\$19,040.00
8		129100	Temporary Crash Cushion Module	EA	56	\$180.00	\$10,080.00
9		130100	Job Site Management	LS	1	\$10,000.00	\$10,000.00
10		130200	Prepare Water Pollution Control Program	LS	1	\$7,100	\$7,100
11		130640	Temporary Fiber Roll	LF	500	\$9.60	\$4,800.00
12		130680	Temporary Silt Fence	LF	630	\$8.10	\$5,103.00
13		130900	Temporary Concrete Washout	LS	2	\$1,500	\$3,000.00
14		141000	Temporary Fence (Type ESA)	LF	600	\$4.80	\$2,880.00
15		150305	Obliterate Surfacing	SY	700	\$4.60	\$3,220.00
16		150605	Remove Fence	LF	291	\$3.00	\$873.00
17		150630	Remove Marker	EA	5	\$28.00	\$140.00
18		150662	Remove Metal Beam Guard Railing	LF	71	\$11.00	\$781.00
19		150742	Remove Roadside Sign	EA	2	\$83.00	\$166.00
20		150853	Remove Concrete Pavement	SY	445	\$32.00	\$14,240.00
21		151531	Reconstruct Fence	LF	242	\$22.00	\$5,324.00
22		151532	Reconstruct Gate	EA	1	\$2,200.00	\$2,200.00
23	F	152396 A	Relocate Existing Bridge Information Plaque	EA	1	\$1,058.76	\$1,058.76
24		160102	Clearing and Grubbing	LS	1	\$9,200.00	\$9,200.00
25		190101	Roadway Excavation	CY	620	\$48.00	\$29,760.00
26	F	192003	Structure Excavation (Bridge)	CY	119	\$65.00	\$7,735.00
27	F	192037	Structure Excavation (Retaining Wall)	CY	373	\$16.00	\$5,968.00

Item No	P-F	Item Code	Description	Unit	Quantity	Unit Price	Item Total
28	F	193003	Structure Backfill (Bridge)	CY	300	\$165.00	\$49,500.00
29	F	193013	Structure Backfill (Retaining Wall)	CY	877	\$39.00	\$34,203.00
30		198010	Imported Borrow	CY	3500	\$25.00	\$87,500.00
31		198250	Geosynthetic Reinforcement	SY	140	\$49.99	\$6,998.60
32		198250 A	Geosynthetic Reinforcement (Mesh)	SY	54	\$50.00	\$2,700.00
33		210430	Hydroseed	SF	24000	\$0.16	\$3,8400.00
34		260203	Class 2 Aggregate Base (CY)	CY	628	\$58.00	\$36,424.00
35		390132	Hot Mix Asphalt (Type A)	TON	663	\$125.00	\$82,875.00
36		394073	Place Hot Mix Asphalt Dike (Type A)	LF	346	\$10.00	\$3,460.00
37		394077	Place Hot Mix Asphalt Dike (Type F)	LF	61	\$10.00	\$610.00
38		394090	Place Hot Mix Asphalt (Miscellaneous Area)	SY	60	\$90.00	\$5,400.00
39		480600	Temporary Shoring	LS	1	\$64,000.00	\$64,000.00
40	F	490606	42" Cast-In-Drilled-Hole Concrete Piling	LF	402	\$620.00	\$249,240.00
41	F	510053	Structural Concrete, Bridge	CY	296	\$800.00	\$236,800.00
42	F	510060	Structural Concrete, Retaining Wall	CY	142	\$570.00	\$80,940.00
43		510085	Structural Concrete, Approach Slab (Type EQ)	CY	21	\$1,300.00	\$27,300.00
44		510502	Minor Concrete (Minor Structure)	CY	10	\$2,700.00	\$27,000.00
45	F	510526	Minor Concrete (Backfill)	CY	1	\$750.00	\$750.00
46	P	511055	Concrete Surface Texture	SF	2250	\$20.00	\$45,000.00
47	F	512280	Furnish Precast Prestressed Concrete Bulb-Tee Girder (110'-120')	EA	4	\$39,734.00	\$158,936.00
48	P	512500	Erect Precast Prestressed Concrete Girder	EA	4	\$8,862.00	\$35,448.00
49		519088	Joint Seal (MR 1")	LF	71	\$82.50	\$5,857.50
50		519102	Joint Seal (Type AL)	LF	46	\$11.00	\$5,060.00
51	P-F	520102	Bar Reinforcing Steel (Bridge)	LB	90000	\$1.70	\$153,000.00
52	P-F	520103	Bar Reinforcing Steel (Retaining Wall)	LB	15000	\$1.70	\$25,500.00
53	P	520120	Headed Bar Reinforcement	EA	124	\$90.00	\$11,160.00
54	P	650014	18" Reinforced Concrete Pipe	LF	173	\$125.00	\$21,625.00
55		650018	24" Reinforced Concrete Pipe	LF	3	\$189.00	567.00\$
56		681131	Structure Approach Drainage System	LS	1	\$7,800.00	\$7,800.00

Item No	P-F	Item Code	Description	Unit	Quantity	Unit Price	Item Total
57	P	703450	Welded Steel Pipe Casing (Bridge)	LF	100	\$93.00	\$9,300.00
58		705204	18" Concrete Flared End Section	EA	2	\$1,000.00	\$3,600.00
59		721017	Rock Slope Protection (Facing, Method B)	CY	54	\$156.00	\$8,424.00
60		721602	Concreted Rock Slope Protection (Facing, Method B)	CY	7	\$370.00	\$2,590.00
61		729011	Rock Slope Protection Fabric (Class 8)	SY	103	\$6.00	\$618.00
62		750001	Miscellaneous Iron & Steel	LBS	1330	\$5.50	\$7,315.00
63	P	800004	Fence (Type BW, 5-Strand, Wood Post)	LF	1050	\$6.60	\$6,930.00
64		800360	Chain Link Fence (Type CL-6)	LF	43	\$33.00	\$1,419.00
65		802520	6' Chain Link Gate (Type CL-6)	EA	1	\$1650.00	\$1650.00
66		820130	Object Marker	EA	4	\$65.00	\$260.00
67		832003	Metal Beam Guard Railing (wood post)	LF	36	\$110.00	\$3,960.00
68		832070	Vegetation Control (Minot Concrete)	SY	67	\$33.00	\$2,211.00
69	P-F	833040	Picket Railing	LF	51	\$288.00	\$14,688.00
70	P-F	833088 A	Tubular Bicycle Railing	LF	381	\$117.00	\$44,577.00
71		839541	Transition Railing (Type WB)	EA	3	\$1,100.00	\$3,300.00
72		839584	Alternative In-Line Terminal System	EA	2	\$3,300.00	\$6,600.00
73	F	839714	Concrete Barrier (Type 80)	LF	386	\$232.00	\$89,552.00
74		840656	Paint Traffic Stripe (2-Coat)	LF	1950	\$0.25	\$487.50
75		999990	Mobilization 10%	LS	1	\$96,840.00	\$96,840.00
BASE BID ITEMS (SUBTOTAL):							\$1,941,698.36
SUPPLEMENTAL WORK							
76		066105	Supplemental Work (Resident Engineer's Office)	LS	1	\$25,000.00	\$25,000.00
77		066015	Supplemental Work (Federal Trainee Program)	EA	1	\$800.00	\$800.00
78		066070	Supplemental Work (Maintain Traffic)	LS	1	\$20,000.00	\$20,000.00
79		066596	Supplemental Work (Additional Water Pollution Control)	LS	1	\$10,000.00	\$10,000.00
SUPPLEMENTAL BID ITEMS (SUBTOTAL):							\$55,800.00
CONTRACT + SUPPLEMENTAL (TOTAL):							\$1,997,498.36

CERTIFICATE OF COMPLIANCE

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

Souza Engineering Contracting, Inc.

By

Title

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.

Souza Engineering Contracting, Inc.

By

Title

Date

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That the County of Santa Barbara of the State of California (hereinafter referred to as the County) and Souza Engineering Contracting, Inc. (hereinafter referred to as Principal) have by written agreement dated Tuesday, October 8, 2013, entered into a Contract identified as:

Project Title: Jonata Park Road Bridge Replacement over Zaca Creek (Existing Br. No. 51C-226, New Br. No. 51C-0356) in the Third Supervisorial District

County Project No. 863002

(Hereinafter referred to as the Contract) and

That, pursuant to law and to said Contract, and before entering upon the performance of said Contract, the principal is required to file with the County a good and sufficient bond to secure the payment of labor and materials claims.

NOW, THEREFORE, said Principal and _____

as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County in the amount of \$1,997,498.36 for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. Surety shall be and hereby warrants that it is currently listed as an insurer authorized and admitted by the California Insurance Commissioner to issue surety insurance in the State of California, in the list published by the California Department of Insurance.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named or referred to in Section 9100 of the California Civil Code, or amounts due under Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor and his Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor as required by Division 3, Part 4, Title XV, Chapter 7 (commencing at Section 9550) of the California Civil Code, or this bond, then said Surety will pay for the same, in an amount not to exceed the amount hereinafter set forth.

This bond shall insure to the benefit of any and all persons, entities, companies and corporations named or referred to in Section 9100 of the California Civil Code, so as to give a right of action to them or their assign in any suit brought upon this bond.

And the said Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract, 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 Contract or to the Specifications.

In the event suit is brought upon this Bond by County and judgment is recovered, Surety shall pay all costs incurred by the County in such suit, including a reasonable attorney's fee to be fixed by the court.

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

Principal

Surety

By

Signature of Attorney-in-fact

DATED:

Address

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

Name of Agent

Address

City, State & Zip

FAX Number

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That the County of Santa Barbara of the State of California (hereinafter referred to as the County) and Souza Engineering Contracting, Inc. (hereinafter referred to as Principal) have by written agreement dated Tuesday, October 8, 2013, entered into a Contract identified as:

Project Title: Jonata Park Road Bridge Replacement over Zaca Creek (Existing Br. No. 51C-226, New Br. No. 51C-0356) in the Third Supervisorial District
County Project No. 863002
(Hereinafter referred to as the Contract) and

That, the Principal is required under the terms and conditions of said Contract to furnish a bond for the faithful performance of Contract.

NOW, THEREFORE, said Principal and _____

as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County in the amount of \$1,997,498.36 for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. Surety shall be and hereby warrants that it is currently listed as an insurer authorized and admitted by the California Insurance Commissioner to issue surety insurance in the State of California, in the list published by the California Department of Insurance.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his heirs, executors, administrators, successors, or assigns, shall perform all of the covenants, conditions and agreements in said Contract and any alteration thereof made as herein provided, in his or their part, to be kept and performed at the time, and in the manner therein specified, and shall indemnify and save harmless 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, virtue and effect.

And the said Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract, 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 additions to the terms of the Contract or to the work or to the specifications.

In the event suit is brought upon this Bond by County and judgment is recovered, Surety shall pay all costs incurred by the County in such suit, including a reasonable attorney's fee to be fixed by the court.

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

Principal

Surety

By

Signature of Attorney-in-fact

DATED:

Address

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

Name of Agent

Address

City, State & Zip

FAX Number

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