



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

**CONTRACT
FOR
TAJIGUAS SANITARY LANDFILL
PHASE 2 & 3
PARTIAL FINAL CLOSURE
IN THE THIRD SUPERVISORIAL DISTRICT
COUNTY PROJECT NO. 129913**

RESOURCE RECOVERY AND WASTE MANAGEMENT DIVISION

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



COUNTY OF SANTA BARBARA AGREEMENT FOR:

County Project No. 129913

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 Raminha Construction, 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. Notice to Bidders and 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 September 2011
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 TAJIGUAS SANITARY LANDFILL PHASE 2 & 3 PARTIAL FINAL CLOSURE IN THE THIRD SUPERVISORIAL DISTRICT

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

COUNTY OF SANTA BARBARA; DEPARTMENT OF PUBLIC WORKS; RESOURCE RECOVERY AND WASTE MANAGEMENT; TAJIGUAS SANITARY LANDFILL PHASE 2 & 3 PARTIAL FINAL CLOSURE; CONSTRUCTION DRAWINGS

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 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 \$5,987,865.00, 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 \$50,000 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 \$311,893.25 (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

Raminha Construction, Inc.

6805 Sycamore Road

Atascadero, CA 93422

BY: 

License No. 469531

Business Type: S-Corp

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

By: _____
Scott D. McGolpin
Director of Public Works

ATTEST:
Mona Miyasato
County Executive Officer
Clerk of the Board

BY: _____
Deputy

APPROVED AS TO FORM:
Michael Ghizzoni
County Counsel

BY: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
Theodore A. Fallati, 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	Resource Recovery & Waste Management	Permitting & Engineering	1750	0	1930	7460	0

BID ITEM LIST

Item No	P-F	Item Code	Description	Unit	Quantity	Unit Price	Item Total
PHASE 2 CLOSURE BASE BID ITEMS							
1A		-	Mobilization	LS	1	\$870,000.00	\$870,000.00
2A		-	Schedule	LS	1	\$4,000.00	\$4,000.00
3A		-	Construction Support Tasks – SWPPP Compliance and Interim Erosion Control	LS	1	\$7,500.00	\$7,500.00
4A		-	Facilities for Contractor/County Field Office	LS	1	\$22,000.00	\$22,000.00
5A		-	Diesel Fuel Price and Resin Adjustment Allocation	T&M	1	\$100,000.00	\$100,000.00
6A		-	Project Survey	LS	1	\$85,000.00	\$85,000.00
7		-	Temporary Traffic Control	LS	1	\$28,000.00	\$28,000.00
8		-	Demolition of Utilities (Per Detail 1/D4)	T&M	1	\$200,000.00	\$200,000.00
9		10 & 48	Plug Downstream End of Pipe; Fill Pipe Within limits With 3 Sack/CY CLSM; Weld Cap On Upstream End of Pipe and Abandon in Place	LS	1	\$24,000.00	\$24,000.00
10		5	Remove and Salvage Existing HDPE Drainage Pipe	LF	500	\$15.00	\$7,500.00
11A		2, 3, 8, 9, & 56	Clearing, Grubbing, and Demolition	LS	1	\$75,000.00	\$75,000.00
12		-	Install Water Storage Tank System (Per Detail 8/D5)	LS	1	\$75,000.00	\$75,000.00
13		4	Excavate Refuse and Soil to Effectuate Final Cover Termination; Dispose at Approved On-Site Location (Per Detail 5/D2)	CY	2250	\$7.00	\$15,750.00
13		4	Excavate Clean Soil to Effectuate Final Cover Termination; Place Soil Adjacent to Working Area (Per Detail 5/D2)	CY	1500	\$4.00	\$6,000.00
14		16 & 22	Construct Final Cover Termination At Existing Access Road With Refuse Excavation (Per Details 1/D2 and 6/D3)	CY	9750	\$9.00	\$87,750.00
15		7 & 30	Unclassified Excavation of Phase 2 and Placement of Foundation Fill (Per Detail 2/D1)	CY	40,000	\$4.25	\$170,000.00
16		26 & 31	Excavation & Fill to Grades Shown on Plans - Basin	CY	17,000	\$6.00	\$102,000.00
17A		11 & 12	Perform Final Cover Soil Placement (Per Details 1/D1 and 2/D1)	SF	1,700,000	\$0.50	\$850,000.00
18A		6	Install Construction Hike-Up Pole At Closure Subgrade Or Top Of 1-Foot Interim Cover At Refuse Excavation Areas Per Plan (Per Detail 7/D2)	EA	270	PAYMENT PER ITEM NO. 17A	
19A		18 & 38	Construct Deck Berm (Per Detail 3/D1) and Construct Phase 2 Top Bench Closure Berm (Per Detail 7/D5)	LF	4,850	PAYMENT PER ITEM NO. 17A	
20A		13	Construct Final Cover Slope Transitions (Per Detail 4/D2)	CY	5,400	\$8.00	\$43,200.00
21A		41	2-foot Protective Soil Cover – Basin	SF	13,500	\$1.00	\$13,500.00
22		47	Verify Cover Thickness (1 Pothole Every 4,000 SF)	EA	80	\$500.00	\$40,000.00

Item No	P-F	Item Code	Description	Unit	Quantity	Unit Price	Item Total
23A		EC-1	Hydroseeding - Slopes	AC	41	\$3,100.00	\$127,100.00
25A		EC-2	Fiber Rolls (Per Details 2/27 and 3/27)	LF	98,000	\$2.20	\$215,600.00
26A		EC-3	Gravel Bag Chevron (Per Detail 1/27)	EA	180	\$85.00	\$15,300.00
27		43	Construct Basin Perimeter Access Road (Per detail 5/D6)	Ton	300	\$100.00	\$30,000.00
28		61	Construct 6" Thick Concrete Ramp with Reinforcement Over Stud Liner - Basin Access Road (Per Detail 3/D8)	SF	2,900	\$12.00	\$34,800.00
29		44	Construct Channel Bridge Crossing (Per Detail 1/D7)	LS	1	\$24,000.00	\$24,000.00
30		52	Construct Winch Stand and Stainless Steel Winch (Per Detail 6/D6)	EA	2	\$2,000.00	\$4,000.00
31		53	Construct Skimmer Footing, Skimmer Support Frame, Skimmer Hanging Apparatus, And 8" Faircloth Skimmers (Per Detail 4/D7)	LS	1	\$30,000.00	\$30,000.00
32		57	Install 18" Corrugated HDPE Pipe and Fittings	LF	20	\$120.00	\$2,400.00
33		34, 35 & 36	Install 36" Corrugated HDPE Pipe and Fittings	LF	220	\$85.00	\$18,700.00
34		37	Construct 48" Corrugated HDPE Riser And Foundation (Per Detail 3/D7)	LS	1	\$13,000.00	\$13,000.00
35		33	Construct Pipe Junction (per Detail 4/D6)	LS	1	\$5,000.00	\$5,000.00
36		32	Construct Concrete Collar (Per Detail 5/D7)	EA	2	\$1,100.00	\$2,200.00
37		54	Construct Concrete Anti-Seep Collar (Per Detail 6/D7)	EA	3	\$600.00	\$1,800.00
38		62	Construct Concrete Headwall (Per Detail 7/D7)	EA	1	\$1,300.00	\$1,300.00
39		50	Construct Basin Slotted Subdrain (Per Detail 2/D8)	LF	500	\$33.00	\$16,500.00
40		55	Construct Solid Basin Subdrain Outlet Pipe	LF	440	\$21.00	\$9,240.00
41		58	Construct Strip Drains under the Basin Slope (Per Detail 2/D5)	LF	680	\$9.00	\$6,120.00
42		51	Strip Drain - Basin (Per Detail 1/D8)	LF	200	\$19.00	\$3,800.00
44		60	Construct Box Enclosure At End Of V-Ditch (Per Detail 9/D2)	EA	1	\$3,000.00	\$3,000.00
45		17 & 20	Construct Concrete Headwall Per CalTrans Std. D86-B and Pipe to Downdrain Transition (Per Detail 5/D3)	EA	4	\$7,200.00	\$28,800.00
46A		23	Construct Splash Wall (Per Detail 4/D5)	LF	300	\$60.00	\$18,000.00
47		24	Construct Downdrain To Pipe Transition (Per Detail 3/D5)	EA	1	\$4,500.00	\$4,500.00
48A		15	Construct Downdrain/Channel Bench Crossing (Per Detail 4/D1)	SF	10,650	\$7.00	\$74,550.00
49A		27	Construct AC V-Ditch (Per Detail 3/D2)	LF	630	\$50.00	\$31,500.00
50A		14	Construct Trapezoidal Channel/Downdrain (b=1, D=1.5, Z=1) (Per Detail 2/D2)	LF	2,200	\$50.00	\$110,000.00
51		14	Construct Trapezoidal Channel/Downdrain (b=1.5, D=1.5, Z=1) (Per Detail 2/D2)	LF	680	\$50.00	\$34,000.00
52		14	Construct Trapezoidal Channel/Downdrain (b=2, D=1.5, Z=1) (Per Detail 2/D2)	LF	1,200	\$50.00	\$60,000.00

Item No	P-F	Item Code	Description	Unit	Quantity	Unit Price	Item Total
53		14	Construct Trapezoidal Channel/Downdrain (b=2, D=2, Z=1) (Per Detail 2/D2)	LF	160	\$70.00	\$11,200.00
54		28	Construct 10' Channel Transition	EA	3	\$1,500.00	\$4,500.00
55A		19	Top Deck Berm Outlet (Per Detail 5/D1)	EA	2	\$1,500.00	\$3,000.00
56		21	Construct Downdrain/Channel To Drainage Inlet Transition (Per Detail 2/D3)	EA	6	\$850.00	\$5,100.00
57		46	Construct Basin Spillway (per Detail 5/D8)	SF	590	\$22.00	\$12,980.00
60		42	Construct Cable Railing Fence (Caltrans Std Plan B11-47) (Per Detail 5/D6)	LF	840	\$21.00	\$17,640.00
61		45	Wildlife Exclusion Fence And Drive Gate (Per Detail 6/D8)	LF	920	\$77.00	\$70,840.00
62		40	60 Mil HDPE Geomembrane – Basin Floor Liner (Per Detail 1/D8)	SF	11,600	\$1.05	\$12,180.00
63		40	60 Mil HDPE Geomembrane – Basin Slope (Per Detail 5/D6)	SF	28,000	\$1.05	\$29,400.00
64		50	Slope/Base Liner Transition (Per Detail 2/D8)	LF	285	\$1.00	\$285.00
65		61	100 Mil HDPE Stud Liner Geomembrane - Basin Access Road (Per Detail 3/D8)	SF	2,900	\$6.00	\$17,400.00
66		42	Construct Basin Perimeter Geomembrane Termination (Per Detail 5/D6)	LF	800	\$1.10	\$880.00
69		50	8-ounce Geotextile (Per Detail 2/D8)	SF	2,400	\$1.30	\$3,120.00
70		51	HDPE Drainage Geocomposite –Basin (Per Detail 1/D8)	SF	11,600	\$0.90	\$10,440.00
72		-	Perform remaining southeast stockpile excavation and place on top of the Phase 3 deck	CY	80,000	\$2.50	\$200,000.00
PHASE 2 CLOSURE BASE BID ITEMS SUBTOTAL:							\$4,150,375.00

PHASE 2 LANDFILL GAS BASE BID ITEMS

Item No	P-F	Item Code	Description	Unit	Quantity	Unit Price	Item Total
G1			Mobilization/Demobilization	LS	1	\$90,000.00	\$90,000.00
G2			Bury Existing Gas System 2" to 12"	LF	10,900	\$6.00	\$65,400.00
G3			New Above Grade 12" HDPE SDR 17	LF	2,900	\$26.00	\$75,400.00
G4			New Above Grade 8" HDPE SDR 17	LF	120	\$22.00	\$2,640.00
G5			New Above Grade 6" HDPE SDR 17	LF	2,700	\$10.00	\$27,000.00
G6			New Above Grade 4" HDPE SDR 17	LF	4,100	\$5.00	\$20,500.00
G7			New Above Grade Condensate and Leachate 2" HDPE SDR 11	LF	2,300	\$3.00	\$6,900.00
G8			New Above Grade Compressed Air 2" HDPE SDR 9	LF	2,300	\$3.00	\$6,900.00
G9			Disconnect, Raise, and Reconnect Vertical Well	EA	26	\$1,000.00	\$26,000.00
G10			Disconnect, Relocate, and Reconnect Horizontal/Remote Well	EA	26	\$1,100.00	\$28,600.00
G11			Disconnect, Raise, and Reconnect Dewatering Well	EA	4	\$1,200.00	\$4,800.00

Item No	P-F	Item Code	Description	Unit	Quantity	Unit Price	Item Total
G12			Disconnect, Raise, and Reconnect Vertical Well B-6, B-7, B-8	EA	3	\$2,000.00	\$6,000.00
G13			Bench Crossing	EA	18	\$1,300.00	\$23,400.00
G14			Road Crossing	EA	2	\$6,000.00	\$12,000.00
G15			New 12" Field Header Valve	EA	9	\$2,600.00	\$23,400.00
G16			New 10" Field Header Valve	EA	2	\$2,500.00	\$5,000.00
G17			New 8" Field Header Valve	EA	1	\$1,400.00	\$1,400.00
G18			New 6" Field Header Valve	EA	12	\$1,000.00	\$12,000.00
G19			New 4" Field Header Valve	EA	6	\$800.00	\$4,800.00
G20			Temporary 8" Field Header Valve	EA	1	\$1,000.00	\$1,000.00
G21			Temporary 6" Field Header Valve	EA	2	\$800.00	\$1,600.00
G22			Temporary 4" Field Header Valve	EA	3	\$700.00	\$2,100.00
G23			Modify Splashwall	EA	1	\$5.00	\$5.00
PHASE 2 LANDFILL GAS BASE BID ITEMS SUBTOTAL:							\$446,845.00

PHASE 3 CLOSURE BASE BID ITEMS

Item No	P-F	Item Code	Description	Unit	Quantity	Unit Price	Item Total
1B		-	Mobilization	LS	1	\$220,000.00	\$220,000.00
2B		-	Schedule	LS	1	\$5,000.00	\$5,000.00
3B		-	Construction Support Tasks – SWPPP Compliance	LS	1	\$10,000.00	\$10,000.00
B		-	Facilities for Contractor	LS	1	\$11,000.00	\$11,000.00
5B		-	Diesel Fuel and Resin Price Adjustment Allocation	T&M	1	\$75,000.00	\$75,000.00
6B		-	Project Survey	LS	1	\$20,000.00	\$20,000.00
11B		2	Clearing, Grubbing, and Demolition	LS	1	\$30,000.00	\$30,000.00
15B		7	Foundation Soil for LLDPE Geomembrane - Phase 3 Deck Area (Per Detail 3/D3)	CY	12,000	\$8.00	\$96,000.00
17B		11 & 12	Perform Final Cover Soil Placement (Per Details 1/D1 and 2/D1)	SF	166,000	\$0.60	\$99,600.00
18B		6	Install Construction Hike-Up Pole At Closure Subgrade Or Top Of 1-Foot Interim Cover At Refuse Excavation Areas Per Plan (Per Detail 7/D2)	EA	40	PAYMENT PER ITEM NO. 17B	
19B		18	Construct Deck Berm (Per Detail 3/D1)	LF	1,900	PAYMENT PER ITEM NO. 17B	
20B		13	Construct Final Cover Slope Transitions (Per Detail 4/D2)	CY	200	\$8.00	\$1,600.00
21B		39	Foundation and 2-foot Protective Soil Cover – Phase 3 Deck (Per Detail 3/D3)	SF	320,000	\$0.68	\$217,600.00
23B		EC-1	Hydroseeding - Slopes	AC	3	\$3,100.00	\$9,300.00

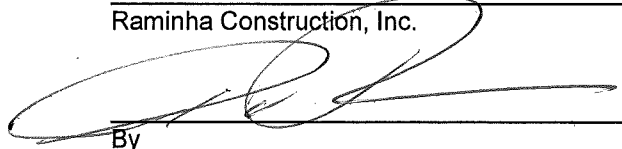
Item No	P-F	Item Code	Description	Unit	Quantity	Unit Price	Item Total
24		EC-4	Hydroseeding - Top Deck	AC	8	\$2,100.00	\$16,800.00
25B		EC-2	Fiber Rolls (Per Details 2/27 and 3/27)	LF	10,000	\$2.20	\$22,000.00
26B		EC-3	Gravel Bag Chevron (Per Detail 1/27)	EA	15	\$85.00	\$1,275.00
43		59	Edge-Drain - Phase 3 Final Cover (Per Detail 4/D3)	LF	2,600	\$11.00	\$28,600.00
46B		23	Construct Splash Wall (Per Detail 4/D5)	LF	50	\$62.00	\$3,100.00
48B		15	Construct Downdrain/Channel Bench Crossing (Per Detail 4/D1)	SF	420	\$21.00	\$8,820.00
49B		27	Construct AC V-Ditch (Per Detail 3/D2)	LF	130	\$65.00	\$8,450.00
50B		14 & 25	Construct Trapezoidal Channel/ Downdrain (b=1, D=1.5, Z=1) (Per Detail 2/D2)	LF	130	\$65.00	\$8,450.00
55A		19	Top Deck Berm Outlet (Per Detail 5/D1)	EA	1	\$5,800.00	\$5,800.00
58		29	Construct Rip Rap Pad (Per Detail 8/D2))	SF	30	\$25.00	\$750.00
59		49	Install Settlement Monument (Per Detail 6/D2)	EA	1	\$2,800.00	\$2,800.00
67		39	Top Deck LLDPE Geomembrane-60-mil (Per Detail 3/D3)	SF	320,000	\$0.70	\$224,000.00
68		59	LLDPE Final Cover Deck to Slope Termination (Per Detail 4/D3)	LF	2,700	\$21.00	\$56,700.00
71		39	HDPE Drainage Geocomposite – Phase 3 Final Cover (Per Detail 3/D3)	SF	320,000	\$0.65	\$208,000.00
PHASE 3 CLOSURE BASE BID ITEMS SUBTOTAL:							\$1,390,645.00

PROJECT TOTAL:	\$5,987,865.00
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CERTIFICATE OF COMPLIANCE

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

Raminha Construction, Inc.



By

David Raminha, President

Title

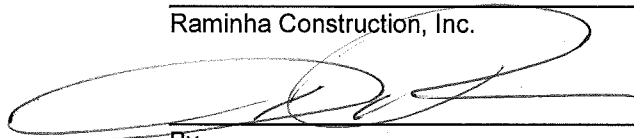
March 21st, 2016

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.

Raminha Construction, Inc.



By

David Raminha, President

Title

March 21st, 2016

Date

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