



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

**CONTRACT
FOR
CONSTRUCTION OF 2014/15
COUNTY WIDE PREVENTIVE
MAINTENANCE APPLICATION OF
SCRUB SEAL AND MICRO-SURFACING
COUNTY PROJECT NO. 820648**

TRANSPORTATION DIVISION

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



COUNTY OF SANTA BARBARA AGREEMENT FOR:

County Project No. 820648

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 Pavement Coatings Co. 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 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 CONSTRUCTION OF 2014/15 COUNTY WIDE PREVENTIVE MAINTENANCE APPLICATION OF SCRUB SEAL AND MICRO-SURFACING

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 2014/15 COUNTY WIDE PREVENTIVE MAINTENANCE APPLICATION OF SCRUB SEAL AND MICRO-SURFACING

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.

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 \$1,472,069.30, 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 \$75,000 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 \$89,853.47 (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
Pavement Coatings Co.
10240 San Sevaine Way
Jurupa Valley, CA 91752

BY: 
License No. 303609
Business Type: Corporation

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:
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	02	CM	2710	0500	0016	7510	1031, 2041, 3001, 3042, 3051, 3061, 3071, 4001, 5001

BID ITEM LIST

Item No	Item Code	Description	Unit	Quantity	Unit Price	Item Total
1	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	\$1,200.00	\$1,200.00

FIRST SUPERVISORIAL DISTRICT Area 1031

2	120100	TRAFFIC CONTROL SYSTEM	LS	1	\$19,550.00	\$19,550.00
3	374002	ASPHALTIC EMULSION (FOG SEAL COAT)	SY	320	\$2.20	\$704.00
4	378005	SCRUB SEAL	SY	14,960	\$3.35	\$50,116.00
5	378007	MICRO-SURFACING (TYPE 2)	SY	25,410	\$1.90	\$48,279.00
6	390095	REPLACE ASPHALT CONCRETE SURFACING	CY	32	\$825.00	\$26,400.00
7	840656	PAINT TRAFFIC STRIPE (3-COAT)	LF	10,210	\$0.22	\$2,246.20
8	840666	PAINT PAVEMENT MARKING (3-COAT)	SF	370	\$2.42	\$895.40
9	850102	PAVEMENT MARKER (RETROREFLECTIVE)	EA	215	\$3.74	\$804.10
10	850103	PAVEMENT MARKER (BLUE REFLECTIVE, FIRE HYDRANT)	EA	20	\$8.80	\$176.00
11	850105	PAVEMENT MARKER (NON - REFLECTIVE)	EA	60	\$3.30	\$198.00
<i>FIRST DIST. BID ITEMS SUBTOTAL</i>						\$149,368.70

SECOND SUPERVISORIAL DIST Area 2041

12	120100	TRAFFIC CONTROL SYSTEM	LS	1	\$97,796.00	\$97,796.00
13	158112	COLD PLANE AC PAVEMENT CONFORM AT GUTTER LIPS	SY	5,380	\$2.20	\$11,836.00
14	374002	ASPHALTIC EMULSION (FOG SEAL COAT)	SY	225	\$3.30	\$742.50
15	378007	MICRO-SURFACING (TYPE 2)	SY	148,870	\$1.90	\$282,853.00
16	390095	REPLACE ASPHALT CONCRETE SURFACING	CY	70	\$600.00	\$42,000.00
17	840656	PAINT TRAFFIC STRIPE (3-COAT)	LF	55,190	\$0.22	\$12,141.80
18	840666	PAINT PAVEMENT MARKING (3-COAT)	SF	4,950	\$2.42	\$11,979.00
19	850102	PAVEMENT MARKER (RETROREFLECTIVE)	EA	365	\$3.74	\$1,365.10
20	850103	PAVEMENT MARKER (BLUE REFLECTIVE, FIRE HYDRANT)	EA	50	\$8.80	\$440.00
21	850105	PAVEMENT MARKER (NON - REFLECTIVE)	EA	50	\$3.30	\$165.00
<i>SECOND DIST. BID ITEMS SUBTOTAL</i>						\$461,318.40

THIRD SUPERVISORIAL DIST Area 3001,3042,3051,3061,3071

22	120100	TRAFFIC CONTROL SYSTEM	LS	1	\$43,000.00	\$43,000.00
23	374002	ASPHALTIC EMULSION (FOG SEAL COAT)	SY	670	\$2.20	\$1,474.00
24	378005	SCRUB SEAL	SY	70,640	\$3.35	\$236,644.00
25	378007	MICRO-SURFACING (TYPE 2)	SY	32,380	\$1.90	\$61,522.00
26	378009	MICRO-SURFACING (TYPE 3)	SY	54,660	\$3.54	\$193,496.40
27	390095	REPLACE ASPHALT CONCRETE SURFACING	CY	56	\$754.00	\$42,224.00
28	810112	SURVEY MONUMENT WELL (TYPE B)	EA	1	\$1,595.00	\$1,595.00
29	840656	PAINT TRAFFIC STRIPE (3-COAT)	LF	24,730	\$0.22	\$5,440.60
30	840666	PAINT PAVEMENT MARKING (3-COAT)	SF	1,490	\$2.42	\$3,605.80
31	850102	PAVEMENT MARKER (RETROREFLECTIVE)	EA	205	\$3.74	\$766.70
32	850103	PAVEMENT MARKER (BLUE REFLECTIVE, FIRE HYDRANT)	EA	25	\$8.80	\$220.00
<i>THIRD DIST. BID ITEMS SUBTOTAL</i>						\$589,988.50

FOURTH SUPERVISORIAL DISTRICT Area 4001

33	120100	TRAFFIC CONTROL SYSTEM	LS	1	\$9,780.00	\$9,780.00
34	374002	ASPHALTIC EMULSION (FOG SEAL COAT)	SY	380	\$1.38	\$524.40
35	378005	SCRUB SEAL	SY	3,490	\$3.35	\$11,691.50
36	378009	MICRO-SURFACING (TYPE 3)	SY	3,490	\$3.54	\$12,354.60
37	390095	REPLACE ASPHALT CONCRETE SURFACING	CY	31	\$732.00	\$22,692.00
38	810112	SURVEY MONUMENT WELL (TYPE B)	EA	1	\$1,595.00	\$1,595.00
39	840656	PAINT TRAFFIC STRIPE (3-COAT)	LF	3,720	\$0.22	\$818.40
40	840666	PAINT PAVEMENT MARKING (3-COAT)	SF	30	\$2.42	\$72.60
41	850102	PAVEMENT MARKER (RETROREFLECTIVE)	EA	70	\$3.74	\$261.80
<i>FOURTH DIST. BID ITEMS SUBTOTAL</i>						\$59,790.30

FIFTH SUPERVISORIAL DISTRICT Area 5001

42	120100	TRAFFIC CONTROL SYSTEM	LS	1	\$25,420.00	\$25,420.00
43	374002	ASPHALTIC EMULSION (FOG SEAL COAT)	SY	220	\$2.00	\$440.00
44	378005	SCRUB SEAL	SY	24,180	\$3.35	\$81,003.00
45	378009	MICRO-SURFACING (TYPE 3)	SY	24,180	\$3.54	\$85,597.20

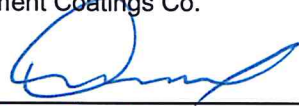
46	390095	REPLACE ASPHALT CONCRETE SURFACING	CY	18	\$770.00	\$13,860.00
47	840656	PAINT TRAFFIC STRIPE (3-COAT)	LF	14,840	\$0.22	\$3,264.80
48	840666	PAINT PAVEMENT MARKING (3-COAT)	SF	60	\$2.42	\$145.20
49	850102	PAVEMENT MARKER (RETROREFLECTIVE)	EA	180	\$3.74	\$673.20
<i>FIFTH DIST. BID ITEMS SUBTOTAL</i>						\$210,403.40

<i>PROJECT TOTAL</i>						\$1,472,069.30
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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.

Pavement Coatings Co.



By Doug Ford

Title President

2-18-15

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.

Pavement Coatings Co.



By Doug Ford

Title President

2-18-15

Date

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

Contract Summary

BC _____ - _____

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	14/15
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:	Annual RdMAP pavement repair.
K3.	Department Project Number:	820648
K4.	Original Bid Amount:	\$1,472,069.30
K4a	Supplemental:	\$75,000
K4b	Contingency:	\$89,853.47
K4c	Total Contract Amount:	\$1,636,922.77
K5.	Contract Begin Date:	Monday, April 13, 2015
K6.	Original Contract End Date:	Monday, October 05, 2015
K7.	Amendment? (Yes or No):	No
K8.	- Total Number of Amendments:	
K9.	- This Amendment Amount:	\$
K10.	- Total Previous Amendment Amounts:	\$
K11.	- Revised Total Contract Amount:	\$

B1.	Is this a Board Contract? (Yes/No):	Yes
B2.	Number of Workers Displaced (if any):	None
B3.	Number of Competitive Bids (if any):	(3)
B4.	If Board waived bids, show Agenda Date: and Agenda Item Number:	
B5.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph):	

F1.	Fund Number:	0016
F2.	Department Number:	054
F3.	Line Item Account Number:	7510
F4.	Project Number (if applicable):	820648
F5.	Program Number (if applicable):	2710
F6.	Org Unit Number (if applicable):	0500
F7.	Payment Terms:	NET 30

V1.	Auditor-Controller Vendor Number:	
V2.	Payee/Contractor Name:	Pavement Coatings Co
V3.	Mailing Address:	10240 San Sevaine Way
V4.	City State (two-letter) Zip (include +4 if known):	Jurupa Valley, CA 91752
V5.	Telephone Number:	(714) 826-3011
V6.	Vendor Contact Person:	Doug Ford
V7.	Workers Comp Insurance Expiration Date:	
V8.	Liability Insurance Expiration Date:	
V9.	Professional License Number:	303609
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: _____ Authorized Signature: _____

County of Santa Barbara				
Department of Public Works Transportation				
Detailed Estimate of Job Cost				
BASED ON BIDS OF: CONSTRUCTION OF 2014/15 COUNTY WIDE PREVENTIVE MAINTENANCE APPLICATION OF SCRUB SEAL AND MICRO-SURFACING BID OPENING DATE: <u>2/5/2015</u> CONTRACT/PROJECT NUMBER: <u>820648</u> FEDERAL PROJECT NUMBER: <u>N/A</u> LOCATION: COUNTY WIDE				
Bid Amount:		\$ <u>1,472,069.30</u>		
Supplemental Work:				
Item No.	Item Description	Qty.	Unit Cost	Total
SUPPLEMENTAL ITEMS:				
FIRST DISTRICT SUPPLEMENTAL ITEMS				
066070	SUPPLEMENTAL WORK (MAINTAIN TRAFFIC, COUNTY PORTION)	1	\$ 7,000.00	\$ 7,000.00
066075	SUPPLEMENTAL WORK (PORTABLE CHANGEABLE MESSAGE SIGNS)	1	\$ 4,000.00	\$ 4,000.00
FIRST DISTRICT SUBTOTAL:				\$ 11,000.00
SECOND DISTRICT SUPPLEMENTAL ITEMS				
066070	SUPPLEMENTAL WORK (MAINTAIN TRAFFIC, COUNTY PORTION)	1	\$ 20,000.00	\$ 20,000.00
066075	SUPPLEMENTAL WORK (PORTABLE CHANGEABLE MESSAGE SIGNS)	1	\$ 8,000.00	\$ 8,000.00
SECOND DISTRICT SUBTOTAL:				\$ 28,000.00
THIRD DISTRICT SUPPLEMENTAL ITEMS				
066070	SUPPLEMENTAL WORK (MAINTAIN TRAFFIC, COUNTY PORTION)	1	\$ 17,000.00	\$ 17,000.00
066075	SUPPLEMENTAL WORK (PORTABLE CHANGEABLE MESSAGE SIGNS)	1	\$ 8,000.00	\$ 8,000.00
THIRD DISTRICT SUBTOTAL:				\$ 25,000.00
FOURTH DISTRICT SUPPLEMENTAL ITEMS				
066070	SUPPLEMENTAL WORK (MAINTAIN TRAFFIC, COUNTY PORTION)	1	\$ 3,000.00	\$ 3,000.00
066075	SUPPLEMENTAL WORK (PORTABLE CHANGEABLE MESSAGE SIGNS)	1	\$ 2,000.00	\$ 2,000.00
FOURTH DISTRICT SUBTOTAL:				\$ 5,000.00
FIFTH DISTRICT SUPPLEMENTAL ITEMS				
066070	SUPPLEMENTAL WORK (MAINTAIN TRAFFIC, COUNTY PORTION)	1	\$ 4,000.00	\$ 4,000.00
066075	SUPPLEMENTAL WORK (PORTABLE CHANGEABLE MESSAGE SIGNS)	1	\$ 2,000.00	\$ 2,000.00
FIFTH DISTRICT SUBTOTAL:				\$ 6,000.00
SUPPLEMENTAL ITEMS SUBTOTAL			\$	\$ 75,000.00
Subtotal			\$	\$ 1,547,069.30
Adjusted Contingencies			\$	\$ 89,853.47
Total Construction Authorization			\$	\$ 1,636,922.77
SUBTOTAL CONSTRUCTION AUTHORIZATION			\$	\$ 1,636,922.77
County Furnished Materials and Expense:				
Subtotal			\$	
Adjusted County Furnished Materials and Expenses Contingencies			\$	
Total Authorization			\$	\$ 1,636,922.77