



**BOARD OF SUPERVISORS
AGENDA LETTER**

Agenda Number:

A-20

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: Public Works
Department No.: 054
For Agenda Of: January 5, 2010
Placement: Administrative
Estimated Tme: N/A
Continued Item: No
If Yes, date from:
Vote Required: Majority

JAN 05 2010

TO: Board of Supervisors
FROM: Department Director Scott McGolpin, Department of Public Works, 568-3010
Contact Info: Dacé Morgan, Deputy Director, Transportation, 568-3064 DBM
SUBJECT: Construction of the 2009 American Recovery and Reinvestment Act (ARRA)
Summerland Circulation and Improvement Project, County Project No. 862313,
Federal Project No. ESPL-5951 (128)

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- A. Approve plans and specifications for Construction of the 2009 American Recovery and Reinvestment Act (ARRA) Summerland Circulation Improvement Project, County Project No. 862313, Federal Project No. ESPL-5951 (128);
- B. Award the construction contract in the amount of \$340,902.50 to the lowest responsive bidder, Granite Construction, Inc., (a local vendor with an office in Santa Barbara), P.O. Box 50085, Watsonville, CA 95077, subject to the provisions of documents and certification as set forth in the plans and specifications applicable to the project, and as required by law;
- C. Authorize the Chair to execute the construction contract upon return of the Contractor's executed contract documents, and the review and approval of County Counsel, Auditor-Controller, Risk Manager or their authorized representatives; and
- D. Approve a contingency fund in the amount of \$29,545.13 for Construction of the 2009 American Recovery and Reinvestment Act (ARRA) Summerland Circulation Improvement Project, County Project No. 862313, Federal Project No. ESPL-5951 (128).

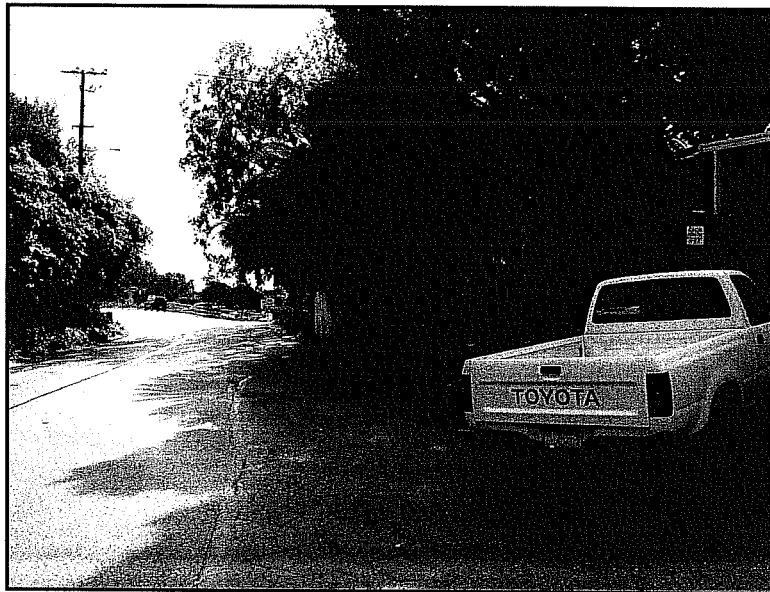
Summary Text:

On Thursday, November 19th, 2009, eight (8) bids were opened for the Construction of the 2009 American Recovery and Reinvestment Act (ARRA) Summerland Circulation Improvement Project,

County Project No. 862313, Federal Project No. ESPL-5951 (128). The lowest responsive bid was submitted by Granite Construction, Inc., a California Corporation, in the amount of \$340,902.50, which is 11.1% below the Engineer's Estimate. The low bid can be attributed to the favorable bidding climate that currently exists. Public Works staff has analyzed the bid received and has determined that the bid is responsive and reasonable, and recommends awarding this contract to Granite Construction, Inc.

This project is the third phase of a multiphase project located between Ortega Ridge Road and Greenwell Avenue on Ortega Hill Road and Lillie Avenue through the town of Summerland. This phase of the project consists of the construction of concrete curb, gutter, and sidewalks within the existing road right of way on Ortega Hill Road from the northbound 101 on ramp westerly through the Summerland by the Sea Mobile Home Park (Area 1, see inset picture) and intersection improvements at Lillie Avenue and Greenwell Avenue in Summerland (Area 2).

During the construction of Area 1, the eastbound lane of Ortega Hill Road will be closed and traffic will be detoured around the construction via Greenwell Avenue or Highway 101. During the construction of Area 2, traffic may be controlled by stop control or flaggers with an anticipated maximum delay of 10 minutes, with adjustment made to accommodate peak-hour traffic. Prior to the beginning of construction residents and business owners will be notified of the anticipated traffic control and proposed schedule for this project.



Ortega Hill Rd. (existing conditions) Area 1

Background:

On June 2, 2009, the Board approved and authorized the Director of Public Works to advertise the Construction of the 2009 American Recovery and Reinvestment Act (ARRA) Summerland Circulation Improvement Project. This project received authorization to proceed with construction from Caltrans on August 10th, 2009.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

<u>Funding Sources</u>	<u>Current FY Cost:</u>	<u>Annualized On-going Cost:</u>	<u>Total One-Time Project Cost</u>
General Fund			
State:			
Federal: ARRA	\$ 370,447.63		\$ 370,447.63
Fees:			
Other:			
Total	\$ 370,447.63	\$ -	\$ 370,447.63

Narrative:

This project will be allocated through 2009 American Recovery and Reinvestment Act (ARRA) program administered by the State of California, Department of Transportation, which will fund 100% of the construction costs.

Total construction costs, including contingencies, amounts to \$370,447.63.

Funds for this project are budgeted in Fund 0017, Org Unit 0600, Program 2830, Department 054, Account 7510.

Staffing Impacts:

Legal Positions:
None

FTEs:
None

Special Instructions:

Please provide a certified stamped Minute Order approving these actions to the Public Works, Transportation Division, Engineering Section, attention: Beverly Cross 568-3094.

Attachments:

Draft Contract - Construction of the 2009 American Recovery and Reinvestment Act (ARRA) Summerland Circulation Improvement Project.

Authored by:

Chris Sneddon, Engineering and Traffic Section Manager, Transportation Division, 568-3047



DRAFT COPY

Do Not Execute

COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS

CONTRACT FOR

**2009 AMERICAN RECOVERY
AND REINVESTMENT ACT (ARRA)
SUMMERLAND CIRCULATION IMPROVEMENT PROJECT
FEDERAL AID NO. ESPL – 5951 (128)
COUNTY PROJECT NO. 862313**

DEPARTMENT OF PUBLIC WORKS

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

COUNTY OF SANTA BARBARA AGREEMENT FOR:



County Project No. 862313

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 GRANITE CONSTRUCTION COMPANY 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 Special Provisions and the Project Plans described below, including any addenda thereto, and also in accordance with the State of California, Department of Transportation Standard Specifications dated May 2006, the State of California, Department of Transportation Standard Plans dated May 2006, and the County of Santa Barbara, Department of Public Works, Standard Details dated April 1, 1987 insofar as the same may apply, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, as provided by COUNTY for the work identified below; 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 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 CONTRACTORS AND SPECIAL PROVISIONS FOR 2009 AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) SUMMERLAND CIRCULATION IMPROVEMENT PROJECT

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 2009 AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) SUMMERLAND CIRCULATION IMPROVEMENT PROJECT

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. 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 Engineer, if compensation is not in excess of 10% of the original base agreement amount or \$25,000, 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 be authorized by

resolution or minute order of the Santa Barbara County Board of Supervisors. The Engineer 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 Engineer.

4. 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 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 Engineer, is or becomes defective during the period of said guarantee without expense whatsoever to the COUNTY.

5. 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.

6. 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 1 (800) 227-2600 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 Engineer is notified regarding the compliance.

7. ENGINEER. The Engineer referred to in the Contract Documents is the Santa Barbara County Director of Public Works or the Director's authorized representative.

8. 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 Engineer 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, the Director of Public Works, 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.

9. PREVAILING WAGE RATES. Rates of wages, including overtime, holiday and Sunday rates provided for the work are subject to the effect of 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. TIMES FOR COMMENCEMENT, COMPLETION. The CONTRACTOR shall begin work as soon as practicable after execution of this Agreement by both the CONTRACTOR and the COUNTY, and in no event shall work begin later than FEBRUARY 1, 2010. Notwithstanding the provisions found in Section 8-1.05, "Temporary Suspension of Work," and Section 8-1.06, "Time of Completion," of the Standard Specifications, the work to be done under this Agreement shall be completed within FORTY FIVE (45) working days from the first working day. CONTRACTOR acknowledges the provision of this Agreement regarding liability for liquidated damages in the event CONTRACTOR fails to perform the work within these time constraints.

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. 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.

14. 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.

15. DISPUTES. Should any disputes arise which the parties are unable to resolve by negotiation respecting the interpretation, construction or meaning of any of the plans or specifications or provisions affecting the work or respecting the true value of any extra work or work omitted, the dispute shall be submitted to arbitration if required by the provisions of the Public Contract Code or if the parties mutually agree to arbitration in lieu of adjudication by a court of competent jurisdiction. Any arbitration shall be carried out in accordance with the Public Contract Code, applicable provisions of the Santa Barbara County Code and other regulations or standards and in accordance with standards of the American Arbitration Association. Any arbitration ruling or decision shall be binding on the parties, unless the parties mutually agree in writing not to be so bound.

16. 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.

17. SUPPLEMENTAL WORK. Supplemental work necessary for traffic control, public safety and convenience and as required for the proper completion of the work in the amount of \$12,750.00 shall be set aside and designated for this use in accordance with the Notice to Contractors, Special Provisions, and Proposal, and Specifications of this project.

18. 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 including Section 17

Supplemental Work of this agreement is and shall be; THREE HUNDRED FORTY THOUSAND, NINE HUNDRED AND TWO DOLLARS AND FIFTY CENTS (\$340,902.50), to be paid as provided in the Contract Documents dated NOVEMBER 24, 2009, and as shown on the Engineer's Estimate below. 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 according to the plans, specifications and Contract, and the requirements of the Engineer under them, to wit:

CONTRACTOR'S UNIT BASED PRICES 862313

“BASE BID (AREA 1)”

Item	Item Code	Description	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Item Total (In Figures)
NOT TO BE USED FOR BIDDING PURPOSES						
1	070013	SMALL BUSINESS UTILIZATION REPORT	EA	1	\$150.00	\$150.00
2	074016	CONSTRUCTION SITE MANAGEMENT	LS	LUMP SUM	\$500.00	\$500.00
3	074017	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	LUMP SUM	\$500.00	\$500.00
4	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM	\$8,863.00	\$8,863.00
5	152606	MODIFY DOWNDRAIN	LS	LUMP SUM	\$838.00	\$838.00
6	160101	CLEARING AND GRUBBING	LS	LUMP SUM	\$25,000.00	\$25,000.00
7	202011	MULCH	CY	7.5	\$112.00	\$840.00
8	204031	TRANSPLANT PALM TREE	EA	1	\$11,500.00	\$11,500.00
9	208310	IRRIGATION SLEEVE (4")	LF	130	\$7.00	\$910.00
10	260201	CLASS 2 AGGREGATE BASE	TON	698	\$38.00	\$26,524.00
11	377502	SLURRY SEAL (ROADWAY, TYPE II)	SF	19160	\$0.65	\$12,454.00
12	390095	REPLACE ASHALT CONCRETE SURFACING	SY	13	\$186.00	\$2,418.00
13	390133	HOT MIX ASPHALT (TYPE B)	TON	158	\$135.00	\$21,330.00
14	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SY	12	\$40.00	\$480.00
15	420201	GRIND EXISTING CONCRETE PAVEMENT	SY	182	\$30.00	\$5,460.00
16	510502 (A)	MINOR CONCRETE (MINOR STRUCTURE) - CATCH BASIN	EA	1	\$300.00	\$300.00
17	510502 (B)	MINOR CONCRETE (MINOR STRUCTURE) - PARK WAY DRAIN	EA	1	\$589.00	\$589.00
18	510502 (C)	MINOR CONCRETE (MINOR STRUCTURE) - CURB WALL	SF	200	\$20.00	\$4,000.00
19	562001	METAL (ROADSIDE SIGN)	EA	2	\$289.00	\$578.00
20	680207	3" PLASTIC PIPE	LF	25	\$5.00	\$125.00
21	707050	DRAINAGE INLET (12" X 12" DROP INLET)	EA	1	\$180.00	\$180.00
22	731501	MINOR CONCRETE (CURB)	LF	591	\$16.00	\$9,456.00
23	731504	MINOR CONCRETE (CURB AND GUTTER)	LF	205	\$28.00	\$5,740.00
24	731507	MINOR CONCRETE (GUTTER DEPRESSION)	LF	7	\$72.00	\$504.00
25	731518	MINOR CONCRETE (RIBBON GUTTER)	SF	1325	\$16.00	\$21,200.00

26	731521	MINOR CONCRETE (SIDEWALK)	SF	3280	\$15.00	\$49,200.00
27	731623	MINOR CONCRETE (CURB RAMP)	EA	3	\$1,870.00	\$5,610.00
28	800701	WOOD FENCE	LF	20	\$129.00	\$2,580.00
29	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	1785	\$1.00	\$1,785.00
30	850102	PAVEMENT MARKER (REFLECTIVE)	EA	60	\$4.00	\$240.00
"BASE BID (AREA 1)" ITEMS (SUBTOTAL)					\$219,854.00	
		SUPPLEMENTAL ITEMS OF WORK				
31	966024	SUPPLEMENTAL WORK (ENVIRONMENTAL OBLIGATIONS)	LS	LUMP SUM	\$1,500.00	\$1,500.00
32	966070	SUPPLEMENTAL WORK (PUBLIC CONVENIENCE AND SAFETY, COUNTY PORTION)	LS	LUMP SUM	\$5,000.00	\$5,000.00
33	966075	SUPPLEMENTAL (PORTABLE CHANGEABLE MESSAGE SIGN)	LS	LUMP SUM	\$5,000	\$5,000.00
34	966080	SUPPLEMENTAL FUNDS (ASPHALT PRICE INDEX)	LS	LUMP SUM	\$750.00	\$750.00
35	966090	SUPPLEMENTAL FUNDS (REPAIR EXISTING IRRIGATION SYSTEM)	LS	LUMP SUM	\$500.00	\$500.00
SUPPLEMENTAL ITEMS (SUBTOTAL)					\$12,750.00	
TOTAL BASE BID (AREA 1)					\$232,604.00	

ADDITIVE ITEMS (AREA 2)						
Item	Item Code	Description	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Item Total (In Figures)
NOT TO BE USED FOR BIDDING PURPOSES						
36	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM	\$3,410.00	\$3,410.00
37	152391	RELOCATE ROADSIDE SIGN (METAL POST)	EA	1	\$150.00	\$150.00
38	160101	CLEARING AND GRUBBING	LS	LUMP SUM	\$4,942.00	\$4,942.00
39	202011	MULCH	CY	2.5	\$107.00	\$267.50
40	208310	IRRIGATION SLEEVE (4")	LF	25	\$8.00	\$200.00
41	260201	CLASS 2 AGGREGATE BASE	TON	317	\$46.00	\$14,582.00
42	377502	SLURRY SEAL (ROADWAY, TYPE II)	SF	24105	\$0.50	\$12,052.50
43	390133	HOT MIX ASPHALT (TYPE B)	TON	69	\$138.00	\$9,522.00
44	420201	GRIND EXISTING CONCRETE PAVEMENT	SY	63	\$19.00	\$1,197.00
45	510502 (A)	MINOR CONCRETE (MINOR STRUCTURE) - CATCH BASIN	EA	1	\$3,930.00	\$3,930.00
46	510502 (B)	MINOR CONCRETE (MINOR STRUCTURE) - CURB WALL	SF	75	\$16.00	\$1,200.00

47	650014	18" REINFORCED CONCRETE PIPE	LF	20	\$76.00	\$1,520.00
48	731501	MINOR CONCRETE (CURB)	LF	30	\$17.00	\$510.00
49	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) - CROSSWALK	SF	670	\$16.00	\$10,720.00
50	731504 (A)	MINOR CONCRETE (CURB AND GUTTER)	LF	200	\$24.00	\$4,800.00
51	731504 (B)	MINOR CONCRETE (CURB AND GUTTER - 2' CURB)	CY	25	\$575.00	\$14,375.00
52	731507	MINOR CONCRETE (GUTTER DEPRESSION)	LF	12	\$33.00	\$396.00
53	731516	MINOR CONCRETE (DRIVEWAY)	SF	235	\$11.50	\$2,702.50
54	731521	MINOR CONCRETE (SIDEWALK)	SF	820	\$13.00	\$10,660.00
55	731623	MINOR CONCRETE (CURB RAMP)	EA	3	\$1,163.00	\$3,489.00
56	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2315	\$0.60	\$1,389.00
57	840666	PAINT PAVEMENT MARKING (2-COAT)	SF	150	\$3.00	\$450.00
58	850102	PAVEMENT MARKERS (REFLECTIVE)	EA	44	\$4.00	\$176.00
59	860760	LIGHTING CONDUIT (CITY STREET)	LF	205	\$27.60	\$5,658.00
TOTAL ADDITIVE ITEMS (AREA 2)					\$108,298.50	
TOTAL BASE BID (AREA 1)+ TOTAL ADDITIVE ITEMS (AREA 2)					\$340,902.50	

19. SUBSTITUTION OF MATERIALS, SUBSTITUTION OF CONTRACTORS. The Engineer 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.

Date: _____

BY: DO NOT EXECUTE THIS DRAFT COPY

Joe Centeno
Chair, Board of Supervisors,
The County of Santa Barbara,
State of California

CONTRACTOR

GRANITE CONSTRUCTION COMPANY

585 W. BEACH STREET

WATSONVILLE, CA 95076

ATTEST:

Michael F. Brown
Clerk of the Board

BY: _____

License No. 89 A

BY: _____

Deputy

IRS No. 94-0519552

Business Type Check Only One:

Corporation _____

Partnership _____

Sole Proprietorship _____

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 Program Administrator

BY: _____

By: _____

Fiscal Responsibility _____

Dept.	Division	Subdivision	Program	Org Unit	Fund	Account	Area
054	02	C1	2830	0600	0017	7510	1011

DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency:

Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years:

Does not have a proposed debarment pending; and

Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years

If there are any exceptions to this certification, insert the exception, in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate to whom it applies, initiating agency, and dates of action.

Company: _____

By: _____

Title: _____

Date: _____

Note: Providing false information may result in criminal prosecution or administrative sanctions.
(Please return this completed form with your Agreement, Bonds and Certificates of Insurance)

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

Date

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

Date

(Please return this completed form with your Agreement, Bonds and Certificates of Insurance.)

NONCOLLUSION DECLARATION
Per § 7106 of the Public Contract Code

**2009 AMERICAN RECOVERY
AND REINVESTMENT ACT (ARRA)
SUMMERLAND CIRCULATION IMPROVEMENT PROJECT
FEDERAL AID NO. ESPL – 5951 (128)
COUNTY PROJECT NO. 862313**

BID OPENING DATE: NOVEMBER 19, 2009

The bid, contract or other submittal of the contractor identified below in connection with the forgoing project is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; the bid is genuine and not collusive or sham; the bidder has not directly induced or solicited any other bidder to put in a false or sham bid and has not directly, colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; the bidder has not, in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; all statements contained in the bid are true; and, further the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the elements thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company association, organization, bid depository or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under the penalty of perjury under the laws of the State of California that the forgoing is true and correct.

Date: _____

Principal Officer of

(Name and Address of Contractor)

UNLAWFUL DISCRIMINATION

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 Code reading as follows:

ARTICLE XIII. UNLAWFUL DISCRIMINATION, COUNTY CONTRACTS

Sec.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)

Sec. 2-95. Prohibition of Unlawful Discrimination in Employment Practices.

The County of Santa Barbara reserves the right to terminate forthwith each and every written contract and agreement (except purchase orders) for goods and services entered into by the County of Santa Barbara 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 hereinafter specifically prohibit such discrimination on grounds as race, religion, sex, national origin, physical handicap when otherwise qualified, Vietnam era veteran/disabled, or age.

Such findings 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 witnesses 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 contract or agreement if any of the above procedures are not afforded the contractor. If Contractor is not found to have engaged in unlawful discriminatory practices, County shall pay all costs and expenses of such hearing, including reasonable attorneys' fees to Contractor in accordance with current Santa Barbara Superior Court schedule of attorneys' fees for civil trials. If Contractor is found to have engaged in such unlawful discriminatory employment practices, Contractor shall pay all costs, expenses and attorneys' 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 the 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 to 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 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 times and places to all of its records of employment, advertising, application forms, tests and all other pertinent employment data and records, to the County of Santa Barbara, 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 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 supervisors of Santa Barbara County may issue subpoenas to require that certified copies of such records be made available at the hearing.

Failure to fully comply with any of the forgoing provisions relating to unlawful discrimination in employment practices shall be deemed to be a material breach of any contract or agreement with the County of Santa Barbara. All persons contracting with or have contracts for goods or services with the county shall be notified that this chapter applies to their contract or agreement with the County of Santa Barbara. (Ord. No. 2946, § 1; Ord. No. 2993, § 1; Ord. No. 3018, § 1)

Sec. 2-95.5 Exceptions.

Notwithstanding any other provisions in this article, any party contracting with the County of Santa Barbara 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.

Sec. 2-96 Purchase Orders.

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

"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 federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the County of Santa Barbara may forthwith terminate this order." (Ord. No. 2946, § 1)

Sec. 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 of Santa Barbara is engaging, or during the term of a contract or agreement with the County of Santa Barbara 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 not 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 so 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 expenses related thereto and incurred by county, for appropriate action by the board of supervisors in accord with the intent and purposes of this article and of the affirmative action program of the County of Santa Barbara. (Ord. No. 2946, § 1)

