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Do Not Execute

COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS

CONTRACT

FOR

THE CONSTRUCTION OF THE
PHASE III A GROUNDWATER PROTECTION SYSTEM
AT THE TAJIGUAS SANITARY LANDFILL
IN THE COUNTY OF SANTA BARBARA
COUNTY PROJECT NO. 828357

DEPARTMENT OF PUBLIC WORKS

SCOTT D. MCGOLPIN DIRECTOR OF PUBLIC WORKS

CONTRACTOR'S UNIT BASED PRICES 828357

Const Note	Item	Description	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Item Total (In Figures)
MOBIL	IZATION AN	ID GENERAL CONDITIONS				
						
	1	Mobilization	LS	1	\$473,000.00	\$473,000.00
	2A	Construction Support Tasks – Facilities for Contractor, Project Schedule and Submittals	LS	1	\$10,000.00	\$10,000.00
	2B	Construction Support Tasks – SWPPP Compliance	LS	1	\$22,000.00	\$22,000.00
	2C	DIESEL FUEL PRICE ADJUSTMENT	PER GAL			\$100,000.00
	3	Project Survey	LS	. 1	\$44,000.00	\$44,000.00
		MOBILIZATION AND G	ENERAL CO	NDITIONS BID IT	EMS SUBTOTAL =	\$649,000.00
		LINER AREA EXCAVATION, PHASE I FILL BERM, SOUTH CHANNEL FILL				N SYSTEM LINER
3	4	Clearing, Grubbing, and Demolition	LS	1	\$8,000.00	\$8,000.00
26	5	Construct Subdrain (Per Detail 6/13)	LF	1015	\$30.00	\$30,450.00
28	6A	Construct Subdrain Riser Termination (Per Detail 4/15)	EA	3	\$400.00	\$1,200.00
27	6B	Construct Subdrain Slope Riser (Per Detail 5/15)	LF	245	\$28.00	\$6,860.00
	7A	Gravel Drain (Per Detail 2/14) (Per Detail 2/14)	LF	120	\$20.00	\$2,400.00
	7B	Geocomposite Drain	SF	15,000	\$1,10	\$16,500.00
36	8A	Construct LCRS Header/Lateral (Per Detail 4/14)	LF	1015	\$22.00	\$22,330.00
37	8B	Construct LCRS Junction (Per Detail 6/15)	EA	1013	\$1,000.00	\$1,000.00
27	9A	Construct LCRS Riser Pipe (Per Detail 5/15)	LF	245	\$20.00	\$4,900.00
28	9B	LCRS Riser Termination (Per Detail 4/15)	EA	3	\$1,000.00	\$3,000.00
29	10	LCRS Gravel – Floor (Per Detail 1/13)	SF	113,000	\$1.40	\$158,200.00
38	11	Construct Wrapped Gravel (Per Detail 3/14)	· LF	50	\$20.00	\$1,000.00
21	12A	Blasting	CY	200,000	\$1.20	\$240,000.00
21	13A	Perform Unclassified Excavation to Subgrade Contours per Plan; Transport to Stockpile or Daily Cover Material Location – Phase IIIA Liner Excavation	CY	200,000	\$2.22	\$444,000.00
47	13B	Drainage Fill Excavation	CY	11,000	\$3.00	\$33,000.00
2	13C	Perform Unclassified Excavation to Subgrade Contours per Plan (West Borrow Area)	CY	126,000	\$2.20	\$277,200.00
21	13E	Unclassified Excavation to Select Engineered Fill (Includes Screening)	CY	4000	\$14.00	\$56,000.00
2, 43	14A, 14C	Place Unclassified Fill to Subgrade Contours per Plan (Phase IIIA, Berm Fill and South Channel Fill from West Borrow Excavation)	CY	126,000	(For Information On	ly) Payment per Item 13C
8 .	15	Screening of Select Engineered Fill Material	LF	1600	(For Information On	ly) Payment per Item 13E
30	16	Veneer Fill – Slopes (Per Detail 2/13)	SF	18,800	\$0.40	\$7,520.00
29	18	Low-Permeability Material (Per Detail 1/13)	SF	113,000	\$1.00	\$113,000.00
33	19	Construct Slope Liner Join (Per Detail 10/13)	LF	40	\$55.00	\$2,200.00

		STIRTOT	AL FOR	SEQUENCE 1	RID ITEMS	\$2,143,880.0
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	34	Construction Water Line and Storage Tank System (Per Detail 1/19 and Sheet 19)	LS	1	\$125,000.00	\$125,000.00
	33C	Protective Soil Cover – Stockpile	CY	0	\$6.00	\$0.00
30	33B	12-foot Vertical Protective Soil Cover – Slope (Per Detail 2/13)	SF	30,000	\$0.90	\$27,000.00
29.	33A	2-foot Protective Soil Cover Floor (Per Detail 1/13)	SF	116,000	\$0.80	\$92,800.00
30	32B	HDPE Drainage Geocomposite – Slope (Per Detail 2/13) (10% of Slope Area)	SF	9000	\$0.60	\$5,400.00
29	32A	HDPE Drainage Geocomposite – Floor (Per Detail 1/13) (10% of Floor Area)	SF	13,000	\$0.60	\$7,800.00
30	31	16-ounce Geotextile (Per Detail 2/13)	SF	90,000	\$0.33	\$29,700.00
29	30	12-ounce Geotextile (Per Detail 1/13)	SF	115,000	\$0.30	\$34,500.00
29	29	8-ounce Geotextile (Per Detail 1/13)	SF	113,000	\$0.30	\$33,900.00
30	28	GCL - Slope (Per Detail 2/13)	SF	90,000	\$0.98	\$88,200.00
39	27	Construct Anchor Trench\East Liner Termination (Per Detail 6/14)	LF	400	\$43.00	\$17,200.00
31	26	Construct Slope/Base Liner Transition (Per Detail 4/13)	LF	1030	\$22.00	\$22,660.00
34	25	Construct Berm Liner Termination (Per Detail 1/14)	LF	900	\$27.00	\$24,300.00
35	24	Construct Slope Liner Termination (Per Detail 3/13)	LF	100	\$32.00	\$3,200.00
32	23	Construct Base Liner Join – Phase IIIA to Phase IIC (Per Detail 9/13)	LF	280	\$50.00	\$14,000.00
63	. 22	Slope Liner Join - South Slope at Phase II C (Per Detail 4/17)	LF	30	\$90.00	\$2,700.00
30	21	60 Mil HDPE Geomembrane - Slope (Per Detail 2/13)	SF	90,000	\$0.92	\$82,800.00
29	. 20	60 Mil HDPE Geomembrane Floor (Per Detail 1/13)	SF .	113,000	\$0.92	\$103,960.00

RA	LANCE OF	EXCAVATION				
21	12B	Blasting	CY	360,000	\$1.20	\$432,000.00
21	13D	Perform Unclassified Excavation to Subgrade Contours per Plan; Transport to Stockpile or Daily Cover Material Location – Balance of Excavation	CY	360,000	\$1.90	\$684,000.00
21	13E	Unclassified Excavation to Select Fill (Includes Screening)	CY	2600	\$8.00	\$20,800.00
42	17	Unsuitable Material Excavation	CY	20,000	\$2.00	· \$40,000.00
		NORTH BORROY	V AREA EXC	AVATION BID IT	TEMS SUBTOTAL =	
МІ	SCELLANI	EOUS CIVIL IMPROVEMENTS				
43	35	Construct Canyon Subdrain (Per Detail 1/6)	LF	740	\$46.00	\$34,040.00
5	36A	24-inch Corrugated Smooth Interior Wall HDPE Pipe	LF	320	\$82.00	\$26,240.00
7	41	Construct Pipe to Channel/Basin Junction (Per Detail 6/12)	EA	2	\$1,200.00	\$2,400.00
40	43	Construct Concrete V-Ditch (Per Detail 3/16)	LF	960	\$28.00	\$26,880.00
41	44	Construct Splash Wall (Per Detail 4/16)	LF	300	\$38.00	\$11,400.00
44	45	Construct Bench Crossing to Down Drain (Per Detail 2/15)	SF	4400	\$8.00	\$35,200.00
60	46	Landfill Access Road (4" AC Over 12" Class 2 Base)	SF	13,000	\$5.00	\$65,000.00
51	50A	Construct Trapezoidal Channel/Downdrain (b=1, D=1, Z=1)	LF	310	\$42.00	\$13,020.00
52	50B	Construct Trapezoidal Channel/Downdrain (b=1, D=1.5, Z=1)	LF	101	\$50.00	\$5,050.00
53	50C	Construct Trapezoidal Channel/Downdrain (b=2, D=2, Z=1)	LF	180	\$32.00	\$5,760.00
54	50D	Construct Trapezoidal Channel/Downdrain (b=3, D=3, Z=1)	LF	115	\$52.00	\$5,980.00
55	51	Construct Pipe Culvert Headwall with Warped Wing Walls (Per Caltrans STD D86B)	EA	2	\$4,000.00	\$8,000.00
56	55	Construct Out-Of-Channel Basin Spillway (Per Detail 5/14)	SF	5500	\$8.50	\$46,750.00
	<u> </u>	MISCELLANEOUS CI	IVIL IMPRO	VEMENTS BID IT	EMS SUBTOTAL =	\$285,720.0
CF	IANNEL AT	ND CHANNEL FILL				
2	14B	Place Unclassified Fill to Subgrade Contours per Plan (North Channel Fill)	CY	160,000	(For Information Onl	y) Payment per Item 13D
21	14E	Place Select Engineered Fill	CY	2600	(For Information Onl	y) Payment per Item 13E
5,6, 14	36B	36-inch Corrugated Smooth Interior Wall HDPE Pipe	LF	600	\$75.00	\$45,000.00
64	36C	42-inch Corrugated Smooth Interior Wall HDPE Pipe	LF	70	\$136.00	\$9,520.00
	37	Concrete Trapezoidal Channel	LF	1500	\$310.00	\$465,000.00
9,67	37A	Construct Channel Subdrain (Per Detail 1/12)	LF	3000	(For Informatio	n Only) Payment per Iter

9	37B	Geocomposite Drainage Net - Channel (Per Detail 10/12) (10% of Channel Area)	SF	4400	(For Information	on Only) Payment per Item 37
9	37C	Construct Channel Floor (Per Detail 1/12)	SF	17,700	(For Information	on Only) Payment per Item 37
9	37D	Construct Channel Slope Concrete (Per Detail 1/12)	SF	20,120	(For Information	on Only) Payment per Item 37
9	37E	Construct Channel Slope Edge (Per Detail 2/12)	LF	3000	(For Information	on Only) Payment per Item 37
9	37F	Construct Channel Top Edge (Per Detail 3/12)	LF	3000	(For Information	on Only) Payment per Item 37
	37G	Expansion/ Contraction Joints (Per Details 1/18, 2/18, 3/18)	LS	. 1	(For Information	on Only) Payment per Item 37
10	37H	Construct Concrete Cut-Off Wall (D= 2'; Per Detail 4/12 and 5/12)	LF	140	(For Information	on Only) Payment per Item 37
16	38	Concrete Channel Access Ramp with Rumble Strips (Per Details 5/14, 7/15 and 8/15)	SF	3200	\$16.00	\$51,200.00
17	39	Construct Riprap Channel Inlet (Per Detail 5/14)	SF .	2000	\$6.00	\$12,000.00
13	40	Flow Control Berm/Spillway and Outlet Pipe (Per Detail 1/16)	LS	1	\$55,000.00	\$55,000.00
	40A	Channel Subdrain Pipe Outlets (Per Detail 1/12 and 1/16)	LF	150	(For Information	on Only) Payment per Item 40
	40B	12-Inch Reinforced Concrete Pipe Surrounds	EA	2	(For Information	on Only) Payment per Item 40
	40C	Flow Control Berm/Spillway Floor Concrete (Per Detail 1/12 and 1/16)	SF	2300	(For Information	on Only) Payment per Item 40
	40D	Flow Control Berm/Spillway Slope Concrete (Per Detail 1/12 and 1/16)	SF	2200	(For Information	on Only) Payment per Item 40
	40E	Flow Control Berm/Spillway Slope Edge (Per Detail 2/12 and 1/16)	LF	300	(For Information	on Only) Payment per Item 40
	40F	Flow Control Berm/Spitlway Top of Channel Edge (Per Detail 3/12 and 1/16)	LF	300	(For Information	on Only) Payment per Item 40
	40G	Misc. Construction/Expansion/Contraction Joints (Per Detail 1/18, 2/18, and 3/18)	LS	1	(For Information	on Only) Payment per Item 40
	40H	Flow Control Berm/Spillway Gabion Basket/Rock Infill (Per Detail 1/16)	LF	15	(For Information	on Only) Payment per Item 40
10	42A	Construct Concrete Cut-Off Wall (D= 4'; Per Detail 4/12 and 5/12)	LF	110	\$55.00	\$ 6,050.00
10	42B	Construct Concrete Cut-Off Wall (D= 6'; Per Detail 4/12 and 5/12)	LF	30	\$70.00	\$ 2,100.00
11	47 _	Construct 15 -foot wide Access Road – 4-inch AC over 8-inch Class 2 Base (Per Detail 1/12)	SF	21,500	\$4.00	\$86,000.00
12	48	Construct 12-foot wide Access Road — 4-inch Class 2 Base over 12-ounce\SY Geotextile (Per Detail 1/12)	SF	11,200	\$1.00	\$11,200.00
50	49	Flexible Post Delineator (Per Cal Trans Standard Plan A73C)	EA	170	\$25.00	\$4,250.00
48	52	Construct Concrete Seep Collar (Per Detail 9/12)	EA	1	\$700.00	\$700.00
59	53	Construct Rock Erosion/Sediment Check (Per Detail 2/17)	LF	100	\$30.00	\$3,000.00
58	54	Install High Performance Turf Reinforcement Mat (Per Project Specifications)	SF	9000	\$2.00	\$18,000.00
46	56	Construct AC Curb Type A (Per Caltrans STD A87B)	LF	270	\$16.00	\$4,320.00
45	57	Construct Grouted Rip Rap Pad (Per Detail 3/15)	SF	300	\$20.00	\$6,000.00
57	58	Investigation (Pothole) and Utility Relocation Budget	T&M		\$50,000	\$50,000
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	CHANNE	L AND CHANNI	EL FILL BID ITE	MS SUBTOTAL =	\$829,340.00
	SUBTO	TAL FOR S	EQUENCE 2	BID ITEMS	\$2,291,860.00
	SUBTOTAL MOBILIZATIO	ON AND GENE	RAL CONDITIO	NS BID ITEMS =	\$649,000.00
 ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		SUBTOTAL	FOR SEQUENC	E 1 BID ITEMS =	\$2,143,880.00
		SUBTOTAL	FOR SEQUENC	E 2 BID ITEMS =	\$2,291,860.00
	SUBTOTA	L MOBILIZA	TION, SEQUE	NCE 1 AND 2 =	\$5,084740.00
SW-1	Supplemental Work - Offsite Water Acquisition	LS	1	\$50,000	\$50,000
SW-2	Supplemental Work-Environmental Obligations	LS	1	\$100,000	\$100,000
SW-3	Supplemental Work-Public Convenience and Safety	LS	1	\$50,000	\$50,000
		SUBTOTA	AL ITEMS SW-1	THROUGH SW-3	\$200,000
			T	OTAL BID =	\$5,284,740.00

20. 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.

BY: DO NOT SIGN THIS DRAFT COPY	CONTRACTOR
Chairperson, Board of Supervisors	
of the County of Santa Barbara State of California	•
State of Camorina	RAMINHA CONSTRUCTION, INC.
	6805 SYCAMORE ROAD
ATTEST:	ATASCADERO, CA 93422
Chandra L. Wallar	BY:
Clerk of the Board	
	License No. <u>469531 A & HAZ</u>
BY:	
Deputy	
	Business Type Check Only One:
4 PRO CATE A G. TO	
APPROVED AS TO FORM: Dennis Marshall	Corporation
County Counsel	Partnership
	Cala December and the
BY:	Sole Proprietorship
APPROVED AS TO ACCOUNTING FORM:	APPROVED AS TO FORM:
Robert W. Geis, C.P.A.	Ray Aromatorio
Auditor-Controller	Risk Manager
BY:	By:
Fiscal Responsibility	
Dept. Division Subdivision Program	Org Unit Fund Account Area

CERTIFICATE OF COMPLIANCE

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Date	
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CALIFORNIA LABOR CODE SECTION 1860 A	AND 1961 CERTIFICATION
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(Please return this completed form with your Agreement, Bonds and Certificates of Insurance.)

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 of 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, \S 1)