

Contract summary Form:

BC- _____ -11- _____ - _____

Complete the information below, print this form, obtain the signature of the authorized department representative and submit this form to the Clerk of the Board with the contract package.

D1. Fiscal Year..... : 2010/2011
D2. Budget Unit Number..... : 054
D3. Requisition Number..... :
D4. Department Name..... : Public Works (Engineering Division)
D5. Contact Person..... : Walter Rubalcava
D6. Phone Number..... : 739-8775

K1. Contract Type..... : Construction
K2. Brief Summary of Contract Description or (Title)..... : CONSTRUCTION OF SANTA ROSA ROAD AND THE REMOVAL OF BRIDGE NO. 51C--173 NEAR BUELLTON, CALIFORNIA FEDERAL AID NO. BRLSZD-5951 (095)
K3. Original Contract Amount (Gross Amount)..... : 909,263.00
K4. Contract Begin Date (First Working Day)..... : JUNE 27, 2011
K5. Notwithstanding the provisions in Sections 8-1.05 and 8-1.06 of the Standard Specifications the Original Contract End Date will be (Last Working Day)..... : OCTOBER 31, 2011
K6. This Amendment Number..... :
K7. Total Previous Amendments..... :
K8. This Amendment Amount..... :
K9. Revised Total Amount..... :
K10. Revised End Date (Last Working Day)..... :
K11. Departmental Project Number..... : 863038

B1. Is this a Board Contract (Yes/No)..... : YES
B2. Number of Workers Displaced..... : None
B3. Number of Competitive Bids..... : EIGHT (8)
B4. Lowest Responsible Bid Amount..... : 854,060.00
B5. If Board waived bids, show agenda date..... :
B6. If Board waived bids, show agenda item number..... :
B7. Boilerplate Contract Text Unchanged..... : Approved Public Works Engineering Section Construction Contract

F1. Encumbrance Transaction Code..... :
F2a. Current Year Encumbrance Amount..... : 909,263.00
F2b. Current Year Encumbrance Amount..... : N/A
F3. Department Number..... : 054
F4. Division Number (If Applicable)..... : 02
F5. Subdivision Number (If Applicable)..... : 02
F6. Program..... : 2820
F7a. Org. Unit (If Applicable)..... : 0600
F7b. Org. Unit (If Applicable)..... : N/A
F8. Fund Number..... : 0017
F9a. Account Number..... : 7510
F9b. Account Number..... : N/A
F10. Area..... : 3001
F11. Cost Center number (If Applicable)..... :
F12. Payment Terms..... : Net 30

V1. Auditor Vender Number..... :
V2. Payee/Contractors Name..... : SOUZA CONSTRUCTION, INC.
V3. Mailing Address..... : 4027 SANTA FE ROAD
V4. City..... : SAN LUIS OBISPO
V5. State..... : CA
V6. Zip (include +4 if known)..... : 93401
V7. Company Telephone Number..... : (805) 546-8288
V8. Federal Tax ID (EIN or SSN)..... : 77-0388428
V9. Contact Person..... : KEN JOHNSTON
V10. Contact Person's Telephone Number..... : (805) 546-8288
V11. Workers Comp Insurance Expiration Date..... :
V12. General liability Insurance Expiration Date..... :
V13. Contractor's License Number and Type..... : 479476 A
V14. Professional License Number and Type..... :
V15. Verified By..... :
V16. Company Type..... : CORPORATION
V17. Accounting Contact Person and Phone..... : Brian L. Gilbert C.P.A. (805) 568-3011

This information has been reviewed and is complete and accurate as presented. Concurrences as required by signature on the contract signature page.

Date: _____ Authorized Signature: _____



DRAFT COPY

Do Not Execute

COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS

CONTRACT FOR

**CONSTRUCTION OF SANTA ROSA ROAD
AND THE REMOVAL OF BRIDGE NO. 51C--173
NEAR BUELLTON, CALIFORNIA
FEDERAL AID NO. BRLSZD-5951 (095)
COUNTY PROJECT NO. 863038**

DEPARTMENT OF PUBLIC WORKS

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

COUNTY OF SANTA BARBARA AGREEMENT FOR:



County Project No. 863038

Auditor – Controller Contract No. _____

THIS AGREEMENT is made by and between the County of Santa Barbara a political subdivision of the State of California, hereinafter called COUNTY, and SOUZA 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) Special Provisions
- 2) Project Plans
- 3) State of California, Department of Transportation Standard Specifications dated May 2006
- 4) State of California, Department of Transportation Standard Plans dated May 2006
- 5) County of Santa Barbara, Department of Public Works, Standard Details dated April 1, 1987
- 6) Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished
- 7) The Proposal executed and submitted by the Contractor
- 8) Notice to Bidders
- 9) The Bid Bond
- 10) The Faithful Performance and Payment Bonds, and
- 11) 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 CONTRACTORS AND SPECIAL PROVISIONS FOR CONSTRUCTION OF SANTA ROSA ROAD AND THE REMOVAL OF BRIDGE NO. 51C--173 NEAR BUELLTON, CALIFORNIA FEDERAL AID NO. BRLSZD-5951 (095)

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 SANTA ROSA ROAD AND REMOVAL OF BRIDGE NO. 51C-173 NEAR BUELLTON, CALIFORNIA

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

Section 4-1.03D, "Extra Work," of the Standard Specifications is amended by adding the following between the second and third paragraphs:

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 percent of the original base agreement amount or \$25,000, or \$25,000 + 5 percent of the amount of the bid in excess of \$250,000, the total of changes 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.

If, in the opinion of the Engineer, such work cannot reasonably be performed concurrently with other items of work, and if a controlling item of work is delayed thereby, an adjustment of contract time will be made. 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.

Attention is directed to Section 7-1.01A(2), "Prevailing Wage," of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are on file at the office of the Department of Public Works Engineering Division, 123 East Anapamu Street, Santa Barbara, CA 93101. Copies of these general prevailing wage rates shall be made available to any interested party on request. These wage rates are not included in the Proposal and Contract (Example) for the project. Changes, if any to the general prevailing wage rates will be available at the same location.

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.

The prevailing wage rates are also available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/dlsr/pwd>.

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

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 by OCTOBER 31, 2011. 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 JUNE 27, 2011. CONTRACTOR acknowledges the provision of this Agreement regarding liability for liquidated damages in the event CONTRACTOR fails to perform the work before the completion date in this paragraph. The above beginning and ending dates equate to NINETY (90) working days.

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 \$20,160.00 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; EIGHT HUNDRED FIFTY FOUR THOUSAND, SIXTY DOLLARS AND NO CENTS (\$854,060.00), to be paid as provided in the Contract Documents dated APRIL 8, 2011, 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:

19 INSURANCE REQUIREMENTS

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance. Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by Department of Industrial Relations for State of California. This provision does not apply if CONTRACTOR

has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

2. General and Automobile Liability Insurance. The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the Contractor in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, employees, and agents shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention [SIR] over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the contractor may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonably based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

CONTRACTOR'S UNIT BASED PRICES 863038

Item	Item Code	Description	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Item Total (In Figures)
1	074016	CONSTRUCTION SITE MANAGEMENT	LS	LUMP SUM	\$1,100.00	\$1,100.00
2	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN"	LS	LUMP SUM	\$1,650.00	\$1,650.00
3	074020	WATER POLLUTION CONTROL PLAN	LS	LUMP SUM	\$560.00	\$560.00
4	074056	RAIN EVENT ACTION PLAN	EA	1	\$500.00	\$500.00
5	074057	STORM WATER ANNUAL REPORT	EA	1	\$2000.00	\$2000.00
6	074058	STORM WATER SAMPLING AND ANALYSIS	EA	1	\$150.00	\$150.00
7	071301	TEMPORARY FENCE (TYPE BW 3 STRAND, METAL POST)	LF	760	\$2.15	\$1,634.00
8	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	\$6,000.00	\$6,000.00
9	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM	\$5,500.00	\$5,500.00
10	120120	TYPE III BARRICADE (WITH FLASHERS)	EA	12	\$55.00	\$660.00
11	120149	PAINT PAVEMENT MARKING (TEMPORARY)	SF	34	\$2.50	\$85.00
12	128650	PORTABLE CHANGEABLE MESSAGE SIGNS	LS	LUMP SUM	\$2,600.00	\$2,600.00
13	129000	TEMPORARY RAILING (TYPE K)	LF	80	\$13.50	\$1,080.00
14	150662	REMOVE METAL BEAM GUARDRAIL	LF	455	\$56.00	\$25,480.00
15	150742	REMOVE ROADSIDE SIGN	EA	4	\$82.50	\$330.00
16	151269	SALVAGE OBJECT MARKER	EA	6	\$55.00	\$330.00
17	150608	REMOVE FENCE (CHAIN LINK)	LF	540	\$4.50	\$2,430.00
18	151581	RECONSTRUCT ROADSIDE SIGN	EA	1	\$220.00	\$220.00
19	152606	MODIFY EXISTING DOWN DRAIN	LS	LUMP SUM	\$700.00	\$700.00
20	157550	BRIDGE REMOVAL	LS	LUMP SUM	\$102,000.00	\$102,000.00
21	160101	CLEARING & GRUBBING	LS	LUMP SUM	\$4,500.00	\$4,500.00
22	190101	ROADWAY EXCAVATION	CY	3300	\$8.75	\$28,875.00
23	190110	LEAD COMPLIANCE PLAN	LS	LUMP SUM	\$7,200.00	\$7,200.00
24	198001	IMPORTED BORROW	CY	9950	\$17.50	\$174,125.00
25	198001 A	IMPORTED BORROW (DETOUR ROAD)	CY	5100	\$22.70	\$115,770.00
26	203002	EROSION CONTROL (COMPOST BLANKET 2" THICK)	CY	150	\$82.50	\$12,375.00
27	203021	FIBER ROLLS	LF	690	\$4.00	\$2,760.00
28	203038	ROLLED EROSION CONTROL (JUTE MESH)	SF	30600	\$0.40	\$12,240.00
29	204001	PLANT (CONTAINER)	EA	103	\$53.00	\$5,459.00
30	204099	PLANT ESTABLISHMENT WORK	LS	LUMP SUM	\$17,000.00	\$17,000.00
31	208000	IRRIGATION SYSTEM	LS	LUMP SUM	\$8,900.00	\$8,900.00
32	260201	CLASS 2 AGGREGATE BASE	CY	1500	\$35.50	\$53,250.00
33	260201 A	CLASS 2 AGGREGATE BASE (DETOUR ROAD)	CY	220	\$63.00	\$13,860.00
34	390133	HOT MIX ASPHALT	TON	980	\$93.50	\$91,630.00
35	390133 A	HOT MIX ASPHALT (DETOUR ROAD)	TON	275	\$96.00	\$26,400.00
36	394077	PLACE HOT MIX ASPHALT DIKE (TYPE F)	LF	1600	\$2.50	\$4,000.00
37	394090	PLACE HOT MIX ASPHALT (MISC AREA)	SY	470	\$22.50	\$10,575.00

38	566011	ROADSIDE SIGN	EA	11	\$260.00	\$2,860.00
39	665051P	54" CORRUGATED STEEL PIPE (.109 THICK)	LF	85	\$240.00	\$20,400.00
40	690110P	12" CMP DOWN DRAIN (TYPE 1, ALT A)	LF	71	\$55.00	\$3,905.00
41	705035	54" STEEL FLARED END SECTION	EA	2	\$1,200.00	\$2,400.00
42	800360	CHAIN LINK FENCE (TYPE CL-6)	LF	540	\$16.00	\$8,640.00
43	820132	OBJECT MARKER (TYPE L)	EA	5	\$50.00	\$250.00
44	850134	OBJECT MARKER (TYPE P)	EA	2	\$100.00	\$200.00
45	832003	MBGR (WOOD POST)	LF	1421	\$19.00	\$26,999.00
46	839559	TERMINAL SYSTEM (TYPE ET)	EA	1	\$2,500.00	\$2,500.00
47	839565	END ANCHOR (TYPE SFT)	EA	2	\$600.00	\$1,200.00
48	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	3274	\$0.50	\$1,637.00
49	840666	PAINT PAVEMENT MARKING (2-COAT)	SF	134	\$2.00	\$268.00
50	850101	PAVEMENT MARKERS (TYPE AY)	EA	216	\$3.00	\$648.00
51	850101 A	PAVEMENT MARKERS (TYPE A) "RUMBLE STRIP"	EA	105	\$3.00	\$315.00
52	999990	MOBILIZATION	LS	LUMP SUM	\$17,750.00	\$17,750.00
CONTRACTOR'S BID ITEMS (SUBTOTAL)						\$833,900.00
SUPPLEMENTAL ITEMS OF WORK						
53	966022	SUPPLEMENTAL WORK (ADDITIONAL WATER POLLUTION CONTROL)	LS	LUMP SUM	\$5,000.00	\$5,000.00
54	966024	SUPPLEMENTAL WORK (STORM WATER SAMPLING AND ANALYSIS)	LS	LUMP SUM	\$1,500.00	\$1,500.00
55	966070	SUPPLEMENTAL WORK (PUBLIC CONVENIENCE AND SAFETY, COUNTY PORTION)	LS	LUMP SUM	\$7,560.00	\$7,560.00
56	966080	SUPPLEMENTAL FUNDS (ASPHALT PRICE INDEX)	LS	LUMP SUM	\$6,100.00	\$6,100.00
SUPPLEMENTAL BID ITEMS (SUBTOTAL)						\$20,160.00
BID ITEMS AND SUPPLEMENTAL ITEMS TOTAL						\$854,060.00

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.

Date: _____

BY: DO NOT EXECUTE THIS DRAFT COPY
Chairperson, Board of Supervisors
of the County of Santa Barbara
State of California

CONTRACTOR

SOUZA CONSTRUCTION, INC.

4027 SANTA FE ROAD

SAN LUIS OBISPO, CA 93401

ATTEST:
Chandra L. Wallar
Clerk of the Board

BY: _____

License No. 479476 A

BY: _____
Deputy

Business Type Check Only One:

APPROVED AS TO FORM:
Dennis Marshall,
County Counsel

Corporation _____

Partnership _____

Sole Proprietorship _____

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	02	2820	0600	0017	7510	3001

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

**CONSTRUCTION OF SANTA ROSA ROAD
AND THE REMOVAL OF BRIDGE NO. 51C--173
NEAR BUELLTON, CALIFORNIA
FEDERAL AID NO. BRLSZD-5951 (095)**

COUNTY PROJECT NO. 863038

BID OPENING DATE: APRIL 7, 2011

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 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, § 1)