

Attachment B

Board Contract Summary

BC -

For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: Auditor-Controller Intranet Policies->Contracts.

D1.	Fiscal Year	FY18/19
D2.	Department Name	Public Works
D3.	Contact Person	Todd Curtis
D4.	Telephone	805-882-3621

K1.	Contract Type (check one): <input type="checkbox"/> Personal Service <input checked="" type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose	Construction Project
K3.	Department Project Number	828369
K4.	Original Contract Amount	\$ 515,150
K5.	Contract Begin Date	Per Terms of Contract
K6.	Original Contract End Date	Per Terms of Contract
K7.	Amendment? (Yes or No)	No
K8.	- New Contract End Date	N/A
K9.	- Total Number of Amendments	N/A
K10.	- This Amendment Amount	\$ N/A
K11.	- Total Previous Amendment Amounts	\$ N/A
K12.	- Revised Total Contract Amount	\$ N/A

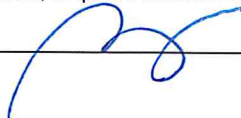
B1.	Intended Board Agenda Date	9/11/2018
B2.	Number of Workers Displaced (if any)	None
B3.	Number of Competitive Bids (if any)	FOUR
B4.	Lowest Bid Amount (if bid)	515150
B5.	If Board waived bids, show Agenda Date	N/A
	and Agenda Item Number	N/A
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph)	N/A

F1.	Fund Number	1930
F2.	Department Number	054
F3.	Line Item Account Number	8200
F4.	Project Number (if applicable)	828369
F5.	Program Number (if applicable)	1750
F6.	Org Unit Number (if applicable)	N/A
F7.	Payment Terms	Monthly

V1.	Auditor-Controller Vendor Number	008552
V2.	Payee/Contractor Name	RAMINHA CONSTRUCTION, INC.
V3.	Mailing Address	6805 SYCAMORE ROAD
V4.	City State (two-letter) Zip (include +4 if known)	ATASCADERO, CA 93422
V5.	Telephone Number	(805) 461-0052
V6.	Vendor Contact Person	DAVID RAMINHA
V7.	Workers Comp Insurance Expiration Date	01/01/2019
V8.	Liability Insurance Expiration Date	01/01/2019
V9.	Professional License Number	469531
V10.	Verified by (print name of county staff)	

V11. Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

I certify information is complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: 8/23/18 Authorized Signature: 



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

CONTRACT

FOR

**SOUTH COAST RECYCLING AND TRANSFER STATION
STORM DRAIN IMPROVEMENTS PROJECT
PHASE 4 – STORMWATER DIVERSION TANK**

IN THE SECOND SUPERVISORIAL DISTRICT

COUNTY PROJECT NO. 828369

RESOURCE RECOVERY AND WASTE MANAGEMENT DIVISION

SCOTT D. McGOLPIN

DIRECTOR OF PUBLIC WORKS



**COUNTY OF SANTA BARBARA AGREEMENT FOR:
County Project No. 828369**

Auditor – Controller Contract No. _____

THIS AGREEMENT is made by and between the County of Santa Barbara a political subdivision of the State of California, hereinafter called **COUNTY**, and Raminha Construction, Inc. hereinafter referred to as **CONTRACTOR**, for the completion of the work identified herein, on the following terms, conditions and provisions:

1. CONTRACT

This agreement includes and incorporates by reference all Contract Documents.

The Contract is comprised of all documents distributed to bidders as part of the Bid Package, including, but not limited to:

1. Notice to Bidders and Special Provisions
2. Project Plans
3. State of California, Department of Transportation 2010 Standard Specifications
4. State of California, Department of Transportation 2010 Standard Plans
5. State of California, Department of Transportation 2010 Revised Standard Specification
6. County of Santa Barbara, Department of Public Works, Standard Details dated September 2011
7. Santa Barbara County Code
8. Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished
9. The Proposal executed and submitted by the Contractor
10. Notice to Bidders
11. The Faithful Performance and Payment Bonds, and
12. Any Addenda

The Contractor acknowledges receipt of all such documents as were not already in the Contractor's possession. Said incorporated documents are referred to herein as the "Contract" or "Contract Documents"

Copies of all said documents are on file in the Department of Public Works Office of the COUNTY and have been and will be made available to the CONTRACTOR during the term of this Agreement.

The Special Provisions for the work to be done are entitled:

COUNTY OF SANTA BARBARA; NOTICE TO BIDDERS AND SPECIAL PROVISIONS FOR SOUTH COAST RECYCLING AND TRANSFER STATION STORM DRAIN IMPROVEMENTS PROJECT PHASE 4 – STORMWATER DIVERSION TANK IN THE SECOND SUPERVISORIAL DISTRICT

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

STORM WATER DIVERSION SYSTEM PROJECT SOUTH COAST RECYCLING AND TRANSFER STATION, SANTA BARBARA, CALIFORNIA, COUNTY PROJECT NO. 828369

2. WORK

CONTRACTOR agrees, at his own proper cost and expense, to do all the work and furnish all equipment and materials, except such as mentioned in the specifications to be furnished by the County, necessary to perform and complete the work described in the documents referred to above, in a good and workmanlike manner to the satisfaction of the Director of Public Works of said COUNTY, all in strict accordance with the Plans and the Contract Documents provided.

3. PAYMENTS NOT ACCEPTANCE

No certificate given or payments made under this Contract shall be evidence of the performance of this Contract, either wholly or in part, against any claim upon CONTRACTOR. Final payment for the work

performed under this Contract shall not be made until the lapse of thirty (30) days after the Notice of Completion of said work has been filed for record and no payment shall be construed to be acceptance of any defective work or improper materials. CONTRACTOR's acceptance of payment for final quantities due under this Contract and the payment of undisputed contract amounts due for any work in accordance with any amendments of this Contract, shall release the County of Santa Barbara from any and all claims or liabilities on account of work performed under this Contract or any amendments thereof related to those amounts. In addition to guarantees required elsewhere, CONTRACTOR shall and does hereby guarantee all workmanship and material to be free of defects for a period of one year from and after the recordation of the Notice of Completion by the COUNTY, and CONTRACTOR shall repair or replace any or all work and material, together with any other portions of the work which may be displaced in so doing, that in the opinion of the Engineer, is or becomes defective during the period of said guarantee without expense whatsoever to the COUNTY.

4. EXECUTION OF COUNTERPARTS This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

5. RECORDS, AUDIT, AND REVIEW CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

6. PAYMENT As full compensation for furnishing all labor, supervision, overhead, materials and equipment and for doing all the work completed and embraced in this Agreement and subject to adjustments and liquidated damages, if any, as provided in the Contract Documents, the base amount to be paid to the CONTRACTOR for satisfactory completion of all requirements of the CONTRACTOR under this Agreement is and shall be \$478,715.00, to be paid as provided in the Contract Documents.

The Engineer is authorized to order, as change order work, changes and additions to the work being performed under this contract in an amount not to exceed \$36,435.00 (Contingency) in accordance with California Public Contract Code Sections 20142 and 20395, as applicable, to be paid as provided in the Contract Documents. In no event shall the County be liable for the cost of any changes or additions to work being performed under this contract unless approved in advance and in writing by the Engineer.

CONTRACTOR

Raminha Construction, Inc.
6805 Sycamore Road
Atascadero, CA 93422

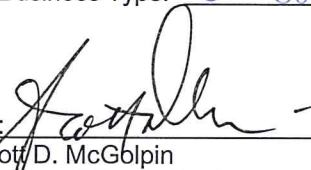


BY: _____

License No. 409531

Business Type: C-Corp

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

By:  - 9-6-18
Scott D. McGolpin Date:
Director of Public Works

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

BY: _____
Deputy

APPROVED AS TO FORM:

Michael Ghizzoni
County Counsel

BY:  _____
Deputy County Counsel

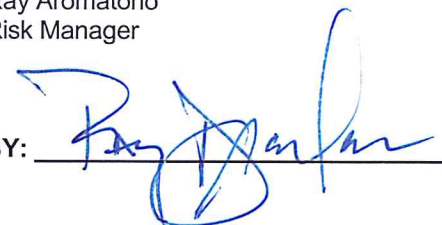
APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, C.P.A.
Auditor-Controller

BY:  _____

APPROVED AS TO FORM:

Ray Aromatorio
Risk Manager

BY:  _____

Fiscal Responsibility _____

Dept.	Division	Subdivision	Program	Org Unit	Fund	Account	Area
054	-	-	1750	-	1930	8200	-

BID ITEM LIST

<p align="center">SCRTS STORM DRAIN IMPROVEMENTS PROJECT PHASE 4 – STORMWATER DIVERSION TANK</p>							
Item No	P-F	Item Code	Description	Unit	Quantity	Unit Price	Item Total
BASE BID ITEMS							
1			MOBILIZATION / DEMOBILIZATION	LS	1	75,000	75,000
2			CONSTRUCTION SURVEY	LS	1	12,000	12,000
3			PROGRESS SCHEDULE	LS	1	500	500
4			TRAFFIC CONTROL SYSTEM	LS	1	500	500
5			JOB SITE MANAGEMENT	LS	1	2,000	2,000
6			WATER POLLUTION CONTROL PLAN	LS	1	2,000	2,000
7			SUBGRADE EXCAVATION	CY	200	35	7,000
8			SUBGRADE PREPARATION	SF	2,715	1	2,715
9			DETENTION TANK AGGREGATE LEVELING COURSE	CY	50	200	10,000
10			DETENTION TANK LINER INSTALLATION	LS	1	5,000	5,000
11			DETENTION TANK STRUCTURE	LS	1	28,000	28,000
12			DETENTION TANK BACKFILL AND FINISHED GRADING	CY	2,500	18	45,000
13			FILTRATION TANK INSTALLATION	LS	1	6,000	6,000
14			DETENTION SYSTEM CS/HDPE PLUMBING	LS	1	82,000	82,000
15			STORMWATER SUMP LIFT STATIONS 8S AND 10S	LS	1	20,000	20,000
16			DISCHARGE WELL VAULT AND PUMPS	LS	1	10,000	10,000
17			DISCHARGE WELL PIPING	LS	1	10,000	10,000
PHASE 4 – STORMWATER DIVERSION TANK BASE BID SUBTOTAL:							317,715
ADDITIVE BID ITEMS							
ADD-1			ELECTRICAL WIRING	LS	1	140,000	140,000
ADD-1			HDPE ROAD CROSSING AND FOOTHILL PIPING	LS	1	21,000	21,000
PHASE 4 –STORMWATER DIVERSION TANK ADDITIVE BID ITEM SUBTOTAL:							161,000
PHASE 4 –STORMWATER DIVERSION TANK GRAND TOTAL:							478,715
CONTRACT CONTINGENCY:							36,435

CERTIFICATE OF COMPLIANCE

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



Raminha Construction, Inc.

By

Toby Wheeler, P.M.

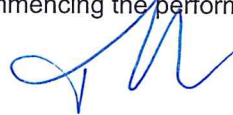
Title

August 22nd, 2018

Date

CALIFORNIA LABOR CODE SECTION 1860 AND 1861 CERTIFICATION

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.



Raminha Construction, Inc.

By

Toby Wheeler, P.M.

Title

August 22nd, 2018

Date

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