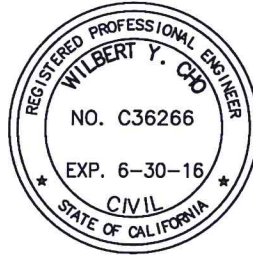


SANTA BARBARA COUNTY FLOOD CONTROL
AND
WATER CONSERVATION DISTRICT

CONTRACT DOCUMENTS
INCLUDING
SPECIFICATIONS

The Contract Documents contained herein have been prepared by or under the direction of the following Registered Engineer.



Wilbert Chow

REGISTERED CIVIL ENGINEER

February 25, 2015

DATE

Aric M. Torreyson

REGISTERED CIVIL ENGINEER

February 25, 2015

DATE

Matthew S. Xue

APPROVAL RECOMMENDED - CIVIL ENGINEERING MANAGER

2-25-15

DATE

John J. [Signature]

APPROVED BY DEPUTY DIRECTOR OF PUBLIC WORKS,
WATER RESOURCES

2-25-15

DATE

Thomas Conti

REGISTERED CIVIL ENGINEER

March 5, 2015

DATE

LOWER MISSION CREEK FLOOD CONTROL PROJECT
REACH 1B

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SECTION A

BIDDING REQUIREMENTS

**SANTA BARBARA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

NOTICE ADVERTISING FOR BIDS

Sealed bids will be received until 2:00 PM, April 2, 2015, for the LOWER MISSION CREEK FLOOD CONTROL PROJECT REACH 1B at the front counter of the;

Santa Barbara County Flood Control and
Water Conservation District office
Naomi Schwartz Building
130 E. Victoria Street, Suite 200
Santa Barbara, CA 93101
Tel. (805) 568-3440

or

North County Public Works office
620 West Foster Road
Santa Maria, CA 93455
Tel. (805) 739-8750

Each bid will be publicly opened and read at or about that time.

GENERAL WORK DESCRIPTION: The Project generally consists of providing water pollution control; traffic control; dewatering; demolition of existing improvements; widening a portion of Mission Creek between Mason Street and Yanonali Street by constructing a CIDH Secant Pile wall system of approximately 200 linear feet; constructing approximately 50 linear feet of Reinforced Concrete Retaining Wall; excavating, placing and removing temporary fill; placing architecturally treated shotcrete wall facing; parking lot reconfiguration and site improvements. The Contractor is required to coordinate with City of Santa Barbara and various utility agencies for permitting and relocations.

PROJECT LOCATION DESCRIPTION: The WORK occurs within District owned easements and property and City of Santa Barbara Street Right of Way.

Complete the work within **115 working days**.

Dodge Green Sheet Value Code H.

A non-mandatory pre-bid job walk is scheduled for March 25, 2015 at 10:00 AM. Bidders interested in attending are to meet at the project site located at 115 Kimberly; Santa Barbara, CA 93101.

Contract Drawings, specifications and other project documents (including a geotechnical report, if applicable) for bidding this project are only available at no charge at:

<http://www.countyofsb.org/pwd/pwwater.aspx?id=3600>.

For each bid all forms must be filled out as indicated in the bid package and these instructions. The entire Proposal and blank Contract (Sections A and B) must be submitted with all addenda signed and attached to the front cover when submitting a sealed bid. Proposals by Bidder(s) not listed as a holder of plans and specifications on the Plan Holders of Record Sheets will be returned unopened.

Submit your bid with bidder's security equal to at least 10 percent of the Bid.

Pursuant to the provisions of Section 1770 et seq. of the California Labor Code, the Prime Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations. A copy of the prevailing rate of per diem wages is on file at the office of the Santa Barbara County Flood Control and Water Conservation District. In addition, the Prime Contractor shall be responsible for compliance with the requirements of Section 1777.5 of the California Labor Code relating to use of apprentice labor on public works contracts. The OWNER policy is to encourage the employment and training of apprentices on its construction contracts as may be permitted under local apprenticeship standards.

The bidder shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

Pursuant to Section 22300 of the Public Contract Code, and the project specifications, the Contractor may substitute securities for monies withheld to ensure contract performance.

The Contractor shall be subject to the provisions of Article XIII, Chapter 2, of the Santa Barbara County Code, prohibiting unlawful discrimination of employment practices.

The Bidder shall possess a Class A General Engineering Contractor license or a combination of Class C licenses which constitute the majority of the work in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code at the time that the Bid is submitted. Failure to possess the required license(s) shall render the Bid as non-responsive and shall act as a bar to award of the Contract to any bidder not possessing said license.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be submitted as a bidder inquiry prior to 2:00 p.m. on the Friday of the week preceding bid opening. Submittals after this date will not be addressed. Questions pertaining to this Project prior to Award of the Contract shall be directed to: mgriff@cosbpw.net or (805) 884-8074

Include "Project No. SC8042" in the subject field.

Bidders (Plan Holders of Record) will be notified by electronic mail if addendums are issued. The addendums, if issued, will only be available on the County Website:

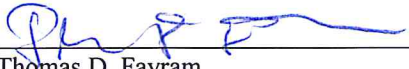
<http://www.countyofsb.org/pwd/pwwater.aspx?id=3600>

Bidders must notify the OWNER, via email, acknowledging receipt of the notification of addendum. Bidders are also required to acknowledge receipt of all addendums where noted on the Bid Form.

The OWNER reserves the right to reject any or all bids, to waive any informalities and/or inconsistencies in a bid, and to make awards to the lowest responsive, responsible bidder as it may best serve the interest of the OWNER.

Date: 2-25-15

OWNER: The Santa Barbara County Flood Control and Water Conservation District

By: 
Thomas D. Fayram
Deputy Director, Public Works
Water Resources Division

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders and the Notice Advertising for Bids that are defined in the Special Provisions have the meanings assigned to them in the Special Provisions. The term "Bidder" means one who submits a Bid directly to OWNER, as distinct from a sub-bidder, who submits a Bid to a Bidder.

2. NON-MANDATORY PRE-BID JOB WALK

A non-mandatory pre-bid job walk is scheduled for Wednesday, March 25, 2015 at 10:00 AM. Bidders interested in attending are to meet at the project site located at 115 Kimberly Ave; Santa Barbara, CA 93101.

3. BIDDER'S EXAMINATION OF CONTRACT DOCUMENTS

It is the responsibility of each Bidder before submitting a bid to:

- a. Examine thoroughly the Contract Documents, including the Bidding Requirements, Contract Forms, General Conditions of the Contract, Technical Specifications, Contract Drawings, Reference Standard Drawings, permits from other Agencies as may be required by law, and addenda;
- b. Examine thoroughly additional information which is not a part of the Contract Documents, but available to the Contractor as referred to in the Contract Documents;
- c. Consider federal, state, and local laws that may affect cost, progress and/or performance of the work;
- d. Notify the Engineer in writing of any conflicts, errors, ambiguities, inconsistencies, discrepancies or omissions in or between the Contract Documents and related information and that the written resolution, if any, from the Engineer is acceptable to the Bidder.

4. BIDDER'S EXAMINATION OF SITE OF WORK

It is the responsibility of each Bidder before submitting a bid to:

- a. Visit the site and become familiar with local conditions that may affect cost, progress and/or performance of the Work;
- b. Notify the Engineer in writing of any conditions that appear to be in conflict with the intent of the Contract Documents and related information, and that the written resolution, if any, from the Engineer is acceptable to the Bidder.

Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and underground and overhead utilities) at or contiguous to the site or otherwise which may affect cost, progress, and/or performance of the Work and which the Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

5. INTERPRETATIONS AND ADDENDA.

All questions about the meaning or intent of the Contract Documents are to be directed to the ENGINEER. Additions, deletions, or revisions to the Contract Documents considered necessary by the ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the OWNER as having received the Contract Documents. Questions received less than 5 days prior to the date of the Bid Opening may not be answered. Only answers to such questions issued by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may also be issued to make other additions, deletions, or revisions to the Contract Documents. All addenda shall become part of the Contract Documents.

Acknowledgement of receipt of all addenda by the Contractor shall be made in the provided space on the Bid Forms.

The division of the plans into parts and the division of the specifications into divisions and sections are for ease of reference only and does not imply the division of work between trades or subcontractors. Captions accompanying specification divisions, sections and paragraphs are for convenience or reference only and do not limit the content of such division, section or paragraph.

6. SUBSURFACE INFORMATION

The District has utilized a "Geotechnical Report for Lower Mission Creek," prepared for this Project by Bengal Engineering dated October 24, 2011 in the preparation of the Contract Documents.

Geotechnical reports are only available from OWNER'S website: <http://www.countyofsb.org/pwd/pwwater.aspx?id=3600> This information is not part of the Contract Documents.

The Bidder may rely upon the accuracy of the technical data contained in such information, however, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with non technical data, interpretations, and opinions contained in such information or the completeness thereof is the responsibility of the Bidder.

7. SUBMISSION OF BID

The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has thoroughly examined the Contract Documents and has complied with every requirement of Instructions to Bidders and the following:

- a. That the Bid is premised upon performing the WORK required by the Contract Documents without exception and by such means, methods, techniques, sequences, or procedures of construction (if any) as may be required by the Contract Documents.
- b. That Bidder has given the ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies in the Contract Documents and the written resolution, if any, thereof by the ENGINEER is acceptable to the Bidder; and
- c. That the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the WORK.
- d. That the Bid includes all applicable federal, state, and local taxes.

The failure or neglect of the Bidder to receive or examine any of the Contract Documents shall in no way relieve the Bidder from any obligations required by the Contract Documents. No claims for additional compensation will be allowed which is based upon lack of knowledge of any Contract Document.

The Bid shall be delivered by the time and to the place stipulated in the Notice Advertising for Bids. It is the Bidder's sole responsibility to see that its Bid is received in proper time and at the proper place. If the Bid is not timely received, the Bid will be returned unopened to the Bidder.

8. BID FORMS

The Bid shall be submitted on the Bid Forms herein and all forms must be filled out as indicated in Notice Advertising for Bids and the Instructions to Bidders. The entire Proposal and Contract (Sections A and B) must be submitted with all addenda signed and attached to the front cover when submitting the sealed bid. All blanks on the Bid Forms shall be completed in ink. All names must be printed below the signatures. The bid shall be submitted in a sealed envelope which shall be plainly marked in the upper left hand corner with the name and address of the Bidder and shall bear the words "BID FOR LOWER MISSION CREEK FLOOD CONTROL PROJECT REACH 1B", the name of the OWNER, the address where Bids are to be delivered or mailed to, and the date and hour of opening of Bids, as stipulated in the Notice Advertising for Bids.

9. CERTIFICATES

Bids by corporations must be executed in the corporate name by the president, a vice-president, or other corporate officer. Such Bid shall be accompanied by the enclosed Certificate of Authority to sign, attested by the secretary or assistant secretary, and with the corporate seal affixed. The corporate address and state of incorporation must appear below the signature.

Bids by partnerships must be executed in the partnership name and be signed by a managing partner, accompanied by the enclosed Certificate of Authority to sign, and his/her title must appear under the signature and the official address of the partnership must appear below the signature.

Bids by joint ventures must be executed in the joint venture name and be signed by a joint venture managing partner, accompanied by the enclosed Certificate of Authority to sign, and his/her title must appear under the signature and the official address of the joint venture must appear below the signature. In addition, the names of all joint venture principals shall be listed on the Bid Certificate.

10. NONCOLLUSION AFFIDAVIT

Each bidder shall execute and submit with the Bid the Noncollusion Affidavit included in the Bid Forms in conformance with Section 7106 of the Public Contract Code.

11. COMPETENCY OF BIDDERS

Each Bidder (including the Bidder's Superintendent assigned to the Project) shall be skilled, experienced, regularly engaged in and qualified to perform the type of work called for in the Contract Documents.

The Bidder shall possess a Class A General Engineering Contractor license or a combination of Class C licenses which constitute the majority of the work, in accordance with the provisions in Chapter 9, Division III of the Business and Professions Code at the time that the Bid is submitted. The Bidder shall complete the "Contractor's License Declaration" provided by the OWNER in the Bid Forms.

The Bidder shall also document his previous five years of work experience of work of a similar nature to that called for in these Contract Documents on the form provided by the OWNER in the Bid Forms.

Bidders found to be not so qualified may have their bids rejected.

12. LIST OF PROPOSED MATERIAL MANUFACTURERS AND SUPPLIERS

Each Bidder shall list on the form provided by the Owner in the Bid Forms the names of manufacturers and suppliers of the materials he proposes to use on this Contract. Manufacturers shall have five years of experience in the manufacture of those materials called for in these Contract Plans and Documents.

13. LIST OF SUBCONTRACTORS

Each Bidder shall list on the form provided by the OWNER in the Bid Forms the name and address of each subcontractor so requested on the Form, or to whom the Bidder proposes to sublet portions of the work in excess of one-half of one percent of the total amount of his bid in conformance with Section 2-1.054, Required Listing of Proposed Subcontractors, of the State of California Department of Transportation Standard Specifications.

14. INSURANCE COVERAGE

Each Bidder shall complete the "Bidder's Statement Regarding Insurance Coverage" on the form provided by the OWNER in the Bid Forms.

15. QUESTIONNAIRE, STATEMENTS AND CERTIFICATIONS

Each Bidder shall respond to the Public Contract Code Section 10162 Questionnaire; the Public Contract Code Section 10232 Statement; the Public Contract Code Section 10285.1 Statement; the Bidder's Certification of Awareness of Immigration Reform Act of 1986; and the Title 49, Code of Federal Regulations, Part 29 Debarment and Suspension Certification, all as listed in the Bid Forms. Each Bidder acknowledges that signing the Bid Form constitutes signature of these Questionnaires, Statements and Certifications under penalty of perjury.

16. BONDS

All bonds shall be on the forms furnished by the Agency. An acknowledgement by a Notary Public that the person signing the bond is an Attorney-in-Fact for the bonding company shall be attached to each bond.

All bonds issued by a surety who is listed in the latest version of U.S. Department of Treasury Circular 570, who is authorized to issue bonds in California, and whose bonding limitation shown in said circular is sufficient to provide bonds in the amount required by the Contract shall be deemed to be approved unless specifically rejected by the OWNER. Bonds from all other sureties shall be accompanied by all of the documents enumerated in Code of Civil Procedure 995.660(a).

17. BID GUARANTEE

Each Bid shall be accompanied by a certified or cashier's check (payable to the "Treasurer of Santa Barbara County"), or Bid Bond, in the amount of 10 percent of the Total Bid Price as a guarantee that the Bidder, if its Bid is accepted, will promptly execute the Agreement. A bid shall not be considered unless one of the forms of Bidder's security is enclosed with it. The Bidder's security will be forfeited if the Bidder refuses to enter into said Agreement after being requested to do so by the OWNER.

Entering into said Agreement requires the Bidder to execute and deliver to the OWNER the required Payment Bond, Performance Bond, Certificates of Insurance and the Contract Agreement within (7) seven calendar days after receiving notification of acceptance of the Bid by the Engineer.

18. PAYMENT AND PERFORMANCE BONDS

The amounts of the Payment Bond and the Performance Bond shall not be less than 100% of the Contract price.

19. DISQUALIFICATION OF BIDDERS

More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the OWNER has reasonable grounds for believing that any Bidder is interested in more than one Bid for the WORK contemplated, all Bids in which such Bidder is interested will be rejected. If the OWNER believes that collusion exists among the Bidders, all Bids will be rejected and collusion participants shall be restricted from submitting further proposals. A party who has quoted prices to a Bidder is not hereby disqualified from quoting prices to other Bidders, or from submitting a Bid directly for the WORK.

20. TRADE NAMES AND ALTERNATIVES

The procedure for the submittal of substitute or "or equal" is specified in Section 6-1.05, "Trade Names and Alternatives," of the State of California Department of Transportation Standard Specifications dated May 2006.

A Contractor's request for substitution of a similar or equivalent material or article shall be submitted in writing not less than seven days prior to the award of the contract. The Bidder shall not be relieved of any obligation of the Contract Documents or be entitled to an adjustment in the Contract amount in the event any proposed substitute or "or equal" is not subsequently approved by the Engineer.

21. WITHDRAWAL OF BIDS

A bid may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the place stipulated in the Notice Advertising for Bids for receipt of Bids prior to the bid opening hour. Bids may not be withdrawn after said hour without forfeiture of the bid guarantee. The withdrawal of the bid will not prejudice the right of the bidder to submit a new bid, providing there is time to do so.

22. DISCREPANCIES IN BIDS

1.1. If a discrepancy between the unit prices and the item total exists, the unit price prevails except:

1.1.1. If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.

1.1.2. If a decimal error is apparent in the product of the unit price and the quantity, the District will use either the unit price or item total based on the closest by percentage to the unit price or item total in the District's Final Estimate.

1.2. If the unit price and the item totals are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.

1.3. Bids on lump sum items are item totals. If a unit price of a lump sum item is entered and it differs from the item total, the item total prevails.

1.4. Entries are to be express in dollars or decimal fractions of a dollar. Symbols such as commas and dollar signs are ignored and have no significance in establishing unit price or item total.

1.5. Unit prices and item totals are interpreted by the number of digits and decimal placement. Do not round item totals or the total bid.

1.6. In the event of a difference between a price quoted in words and a price quoted in figures for the same quotation, the price quoted in words shall be the amount bid.

1.7. The District's decision on the bid amount is final.

23. MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS

Unauthorized conditions, limitations, or provisos attached to the Bid shall render it informal and may cause its rejection as being non-responsive. The Bid forms shall be completed without interlineations, alterations, or erasures in the printed text. Alternative Bids will not be considered unless called for. Oral, telephonic, or faxed Bids or modifications will not be considered.

24. POSTPONEMENT OF BID OPENING

The OWNER reserves the right to postpone the date and time for opening of bids at any time prior to the date and time announced in the Notice Advertising for Bids.

25. OWNER'S RESERVATIONS OF RIGHTS

The OWNER reserves the right to reject any or all proposals, at the OWNER's sole discretion, to waive any inconsistencies or informalities in a bid, and to award the Contract on the basis of the OWNER's determination of the lowest responsive, responsible bidder as it may best serve the interest of the OWNER.

26. AWARD OF CONTRACT

Award of the contract, if awarded, will be made to the lowest responsive, responsible Bidder whose Bid complies with the requirements of the Contract Documents. All bids will be compared on the basis of the quantities, amounts, lengths, and items described in the Contract Documents.

Before acceptance, the bidder may be required to furnish evidence of adequate capability, ability, equipment and financial resources to adequately perform the job. The Bidder may also be required to furnish the name and experience statements of key personnel to be assigned to the Project, including the Project Superintendent. Substitution of key personnel, including the Project Superintendent, will be subject to the approval of the OWNER. Bidders found not to be so qualified may have their bids rejected.

If reasonable cause exists to believe collusion exists among bidders, or that prices bid are unbalanced between bid items, any or all proposals may be rejected.

The Bidder whose proposal has been accepted by the Engineer is obligated to furnish Contract bonds and certificates of insurance and execute the Contract, all on forms as provided by the OWNER herein, in accordance with Paragraph "Execution of Agreement" below.

Within sixty (60) days after the Bid Opening, the OWNER, by action of its Board of Directors, will either accept a proposal and award a Contract, or reject all proposals. The OWNER will send a written "Notice of Award of Contract" to the Bidder whose proposal is accepted by the Board.

If the lowest responsible bidder refuses or fails to execute the contract, the Agency may, within sixty (60) additional calendar days, consider the next lowest bidder to be the lowest responsible bidder. The periods of time specified above within which the award of contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the Agency and the bidder concerned.

27. RETURN OF BID SECURITY

The OWNER will, if requested, return the Bid Securities accompanying the bids which are not to be considered in awarding the Agreement. All other Bid Securities will be held until the Agreement has been fully executed, after which they will be returned, if requested, to the respective Bidders whose bids they accompanied.

28. BID PROTEST PROCEDURES

In the event the bidder wishes to protest the award of the contract, the procedure shall be as follows:

- a. Any bid protest must be submitted in writing to the Santa Barbara County Flood Control District, 130 E. Victoria Street, Suite 200, Santa Barbara, CA 93101, before 5 p.m. of the 10th business day following the bid opening.
- b. The initial protest document shall contain a complete statement of the basis for the protest.
- c. The protest shall refer to the specific portion of the document which forms the basis for the protest.
- d. The protest shall include the name, address and telephone number of the person representing the protesting party.
- e. The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

Failure to file a Notice of Protest shall constitute a waiver of proceedings under this rule.

In its discretion, the Santa Barbara County Flood Control District may accept or reject any bids. The decision of the Board of Directors shall be final in accepting or rejecting the bid protest, awarding the bid to the next lowest responsive, responsible bidder, or rejecting any or all bids.

29. EXECUTION OF AGREEMENT

The Bidder to whom award is made shall execute a written Agreement with the OWNER on the form of agreement provided herein, shall execute all insurance, and shall furnish all certificates and bonds required by the Contract Documents within seven calendar days after notification of acceptance of the Bid by the Engineer.

Failure or refusal to enter into an Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid security. If the lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the OWNER may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the OWNER may award the contract to the third lowest responsive, responsible Bidder. On the failure or refusal of such second or third lowest Bidder to execute the Agreement, each such Bidder's Bid securities shall be likewise forfeited to the OWNER.

30. WORKERS' COMPENSATION REQUIREMENT

The Bidder shall be aware that in accordance with Section 3700 of the California Labor Code he will, if awarded the Contract, be required to conform to the requirements of Section 7-1.01A(6), WORKERS' COMPENSATION, of the State of California Department of Transportation Standard Specifications, May 2006 edition, and execute the Workers Compensation Certification in the form contained in these Contract Documents.

31. CERTIFICATES OF INSURANCE AND CERTIFICATE OF COMPLIANCE

The Bidder shall be aware that he shall, if awarded the Contract, be required to submit insurance industry standard "Certificates of Insurance" as evidence that all requirements for Insurance coverage in these Contract Documents have been met. These "Certificates of Insurance" shall be provided by the Contractor's Insurance providers. In addition, the Contractor shall complete the "Certificate of Compliance" form included in Section B, Contract Forms, as evidence that all requirements for insurance of Subcontractors have been met.

32. UNLAWFUL DISCRIMINATION

The Bidder shall be aware that he shall, if awarded the Contract, be required to be in conformance with Santa Barbara County Ordinance 2946, "Unlawful discrimination in Employment Practices." A copy is included in the Contract Forms of these Contract Documents.

33. NOTICE TO PROCEED

As soon as practicable after the Contract has been executed by the Contractor and the OWNER, a Notice to Proceed will be issued by the Engineer stating the starting date of the Contract time. The Contractor shall begin work within fifteen (15) calendar days after receiving the Notice to Proceed, unless otherwise provided.

Notwithstanding any other provision of the contract, the OWNER shall not be obligated to accept or to pay for any work furnished by the Contractor prior to delivery of notice to proceed whether or not the OWNER has knowledge of the furnishing of such work.

34. CONTRACT PERIOD

Time is of the essence in the execution of this Contract. The Contractor shall perform the work so that all portions of the Project shall be complete, in place and ready for use within ONE HUNDRED FIFTEEN (115) working days from the date listed on the Notice to Proceed.

35. MEASUREMENT AND PAYMENT

Measurement and payment for bid items, whether unit price work or lump sum work, shall be in conformance with Section 9 of the State of California Department of Transportation Standard Specifications, May 2006 edition, and these Contract Documents. Items designated in the Bid Schedule as "Final Pay Quantity" will be the final quantity for which payment will be made per Section 9-1.015, "Final Pay Quantities," of the Standard Specifications.

BID FORM

Date: _____

HONORABLE BOARD OF DIRECTORS OF THE SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, STATE OF CALIFORNIA

Dear Board of Directors:

1. Pursuant to and in compliance with your Notice Advertising for Bids and the Contract Documents relating to the construction of:

LOWER MISSION CREEK FLOOD CONTROL PROJECT REACH 1B

F.I.N. PROJECT NO. SC8042

BID OPENING DATE: Thursday, April 2, 2015

including Addenda Nos. _____, _____, _____, _____. The undersigned bidder, having become thoroughly familiar with the terms and conditions affecting the performance and the costs of the work at the place where the work is to be done, hereby proposes and agrees to fully perform the work within the time stated in and in strict accordance with the Contract Documents (including the furnishing of any and all labor, materials, tools, expendable equipment and utility and transportation services necessary to fully perform the work and complete it in a workmanlike manner) for the total sum of:

TOTAL BID PRICE - _____

(\$ _____).

2. It is understood that OWNER reserves the right to reject this proposal and that it shall remain open and not be withdrawn for a period of sixty (60) calendar days from the date prescribed for its opening.
3. Completed and attached hereto and incorporated herein is the following:
 - a. Bid Schedule
 - b. Bid Certificate (Corporate, Partnership, Joint Venture)
 - c. Noncollusion Affidavit
 - d. Contractor's License Declaration
 - e. Contractor's Experience Statement
 - f. Secant Pile Contractor Experience Statement
 - g. Shotcrete Manual Texturing Qualifications Statement
 - h. List of Proposed Material Manufacturers and Suppliers
 - i. List of Subcontractors
 - j. Statement Regarding Insurance Coverage
 - k. Various Statements and Certifications
 - l. Bid Security
4. It is understood and agreed that if written notice of award of Contract is mailed or delivered personally to the undersigned bidder within sixty (60) calendar days after the opening of the proposal, or at any time thereafter before it is withdrawn, the undersigned bidder will execute and deliver the Contract Documents to OWNER in accordance with the proposal as accepted, and will also furnish and deliver to OWNER any Payment Bond required under the provisions of California Civil Code Section [9550, et seq.](#) and Performance Bond as required under the provisions of the California Government Code

and/or California Public Contract Code all within seven (7) calendar days after personal delivery or deposit in the United States Mail, as the case may be, of the notifications of acceptance, and that the work under the Contract shall be commenced by the undersigned bidder on the date to be stated in OWNER's notice to proceed and will complete the work within ONE HUNDRED FIFTEEN (115) working days thereafter.

5. Notice of acceptance or request for additional information may be addressed to the undersigned bidder at the business address set forth below.
6. The undersigned bidder declares that this proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; and that the proposal is genuine, and not collusive or sham; that the undersigned bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal and has not directly or indirectly colluded or agreed with any bidder or anyone else to put in a sham proposal or to refrain from bidding; that the undersigned bidder has not directly or indirectly sought by agreement, communication or conference with anyone to fix his bid price or the bid price of any other bidder or to fix overhead, profit or cost element of such bid price or of that of any other bidder or to secure any advantage against the County of Santa Barbara or anyone interested in the proposed contract; that the only persons or parties interested in this proposal as principals are those named herein; that all statements contained in this proposal are true; and that the undersigned bidder has not directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any other person or persons as have a direct financial interest in bidder's general business.
7. Wherever in this proposal an amount is stated in both words and figures, in case of discrepancy between words and figures the words shall prevail; if all or any portion of the proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given; the unit prices shall prevail.
8. In accordance with the provisions of Sections 1860 and 1861 of the California Labor Code, every Contractor will be required to secure the payment or compensation of his or her 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."
9. The Bidder is aware of Santa Barbara County Ordinance 2946, "Unlawful Discrimination in Employment Practices," and shall be in conformance with this provision should he be awarded the Contract.

CONTRACTOR NAME: _____

BY: _____

IRS NO.: _____

TITLE: _____

LICENSE NO.: _____

ADDRESS: _____

LIC. CLASSIFICATION(S): _____

**SANTA BARBARA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

BID SCHEDULE

for construction of the

LOWER MISSION CREEK FLOOD CONTROL PROJECT REACH 1B

F.I.N. PROJECT NO. SC8042

The bidder agrees if this proposal is accepted, that he will contract with the Santa Barbara County Flood Control and Water Conservation District and will take in full payment therefore to include all necessary materials, labor, machinery, tools, apparatus and equipment needed to do all of the work as specified in the contract under the following unit prices to wit:

Item No.	Item	Quantity	Unit	Unit Price	Item Price
1.	Mobilization	1	LS	_____	_____
2.	Mitigation Measures and Conditions of Approval	1	LS	_____	_____
3.	Prepare Storm Water Pollution Prevention Plan	1	LS	_____	_____
4.	Storm Water Annual Reporting	1	EA	<u>\$2,000.00</u>	<u>\$2,000.00</u>
5.	Storm Water Sampling and Analysis Day	4	EA	_____	_____
6.	Rain Event Action Plan	6	EA	<u>\$500.00</u>	<u>\$3,000.00</u>
7.	Construction Site Management	1	LS	_____	_____
8.	Temporary Water Diversion and Cofferdams	1	LS	_____	_____
9.	Traffic Control	1	LS	_____	_____
10.	Structure Removals	1	LS	_____	_____
11.	Remove and Reconstruct Wooden Fence (Height = 8.0')	28	LF	_____	_____
12.	Clearing and Grubbing	1	LS	_____	_____
13.	Unclassified Excavation*	4,000	CY	_____	_____
14.	Temporary Excavation Support	1	LS	_____	_____
15.	Additional Subgrade Over Excavation	5	CY	_____	_____
16.	Remove AC Pavement	532	SY	_____	_____

Item No.	Item	Quantity	Unit	Unit Price	Item Price
17.	Replace AC Pavement	323	SY	_____	_____
18.	Remove Concrete Curb, Gutter, Sidewalk and Driveway	1	LS	_____	_____
19.	Replace Curb and Gutter	202	LF	_____	_____
20.	Replace Sidewalk	50	SF	_____	_____
21.	Replace 12' Driveway	1	EA	_____	_____
22.	24" Drilled Unreinforced Concrete (Primary) Piles*	2880	LF	_____	_____
23.	24" Drilled Reinforced Concrete (Secondary) Piles*	2880	LF	_____	_____
24.	Bond Beam	32	CY	_____	_____
25.	Reinforced Concrete Wall	24	CY	_____	_____
26.	Reinforced Concrete Stairway	1	EA	_____	_____
27.	Guard Post	7	EA	_____	_____
28.	ADA Ramp	1	EA	_____	_____
29.	6" Wall Drain with Flap Gate	1	EA	_____	_____
30.	Shotcrete	4422	SF	_____	_____
31.	Riprap Revetment	350	CY	_____	_____
32.	3' - 4' Boulder Clusters	70	TON	_____	_____
33.	Ornamental Steel Fence	274	LF	_____	_____
34.	Paint Traffic Stripe, Pavement Marking And Signage	1	LS	_____	_____
35.	Remove and relocate Light Post and Fixture	5	EA	_____	_____
36.	Irrigation System	1	LS	_____	_____

*Indicates Final Pay Quantity

CONTRACTOR'S BID ITEMS SUBTOTAL: \$ _____

SUPPLEMENTAL ITEMS OF WORK

1.	SUPPLEMENTAL WORK (Additional Water Pollution Control)	1	LS	<u>\$10,000</u>	<u>\$10,000</u>
2.	SUPPLEMENTAL WORK (Storm Water Sampling and Analysis)	1	LS	<u>\$10,000</u>	<u>\$10,000</u>
3.	SUPPLEMENTAL WORK (Additional Temporary Water Diversion)	1	LS	<u>\$10,000</u>	<u>\$10,000</u>
4.	SUPPLEMENTAL WORK (135 Kimberly Access and Improvements Reconstruction)	1	LS	<u>\$ 5,000</u>	<u>\$ 5,000</u>

BID ITEMS AND SUPPLEMENTAL ITEMS TOTAL: \$ _____

TOTAL BID ITEMS AND SUPPLEMENTAL ITEMS PRICE IN WORDS: _____

BID CERTIFICATE (if Corporation)

STATE OF _____)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Board of Directors of the _____

_____ a corporation existing under the laws of the State of _____, held on _____, 20 __, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as hereby authorized to execute the Bid dated _____ 20__, to the Santa Barbara County Flood Control and Water Conservation District and this corporation and that his execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____, day of _____, 20_____.

Secretary

(SEAL)

BID CERTIFICATE (if Partnership)

STATE OF _____)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Board of Directors of the

a partnership existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the Partnership, be and is hereby authorized to execute the Bid dated _____, 20____, to the Santa Barbara County Flood Control and Water Conservation District and this partnership and that his execution thereof, attested by the _____ shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Partner

(SEAL)

BID CERTIFICATE (if Joint Venture)

STATE OF _____)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Principals of the

a joint venture existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the Joint Venture, be and is hereby authorized to execute the Bid dated _____, 20____, to the Santa Barbara County Flood Control and Water Conservation District and this joint venture and that his execution thereof, attested by the _____ shall be the official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20__.

Managing Partner

(SEAL)

LIST NAMES OF ALL JOINT VENTURE PRINCIPALS:

"NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF _____)
) SS:
COUNTY OF _____)

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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 any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents 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."

Date

Contractor

By (Signature)

Title

CONTRACTOR'S LICENSE DECLARATION

(Business and Professions Code Section 7028.15)

The undersigned declares that he or she is _____ of
hereinafter the "Bidder"

(party making foregoing bid)

1. Bidder's Contractor's License Number is as follows:

2. The expiration date of Bidder's Contractor's License

is _____, 20____.

The undersigned declares, under penalty of perjury, that the representations made by the undersigned in this bid proposal are true and correct.

Executed on _____, 20____, at

_____ (insert City and State where Declaration signed)

Signature

Printed Name

Title

Name of Bidder

EXPERIENCE STATEMENT

The following outline is a record of the Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this contract and performed within the last five (5) years. Attach additional sheets if necessary.

<u>PROJECT TITLE, DESCRIPTION (TYPE WORK)</u>	<u>CUSTOMER/ AGENCY</u>	<u>CONTACT PERSON PHONE NUMBER</u>	<u>YEAR COMPLETED</u>	<u>DOLLAR VALUE</u>
---	-----------------------------	--	---------------------------	-------------------------

SECANT PILE CONTRACTOR QUALIFICATIONS STATEMENT

In the space below, provide the qualifications of the Secant Pile Contractor per the requirements in Section 10-1.23, "Concrete Piling," of the project special provisions.

SHOTCRETE MANUAL TEXTURING QUALIFICATIONS STATEMENT

In the space below, provide resume of the Shotcrete Manual Texturing artisans per the requirements in Section 10-1.26, "Shotcrete," of the project special provisions.

LIST OF PROPOSED MATERIAL MANUFACTURERS AND SUPPLIERS

Bidder shall indicate the names of the material manufacturers and suppliers proposed to be furnished under the contract. Awarding of the contract based on this bid will not imply approval by the Owner of the manufacturers or suppliers listed by the Bidder, however, no substitution of approved manufacturers and suppliers will be permitted after award of the contract except upon written approval of the Owner.

MATERIAL

MANUFACTURER\SUPPLIER

Portland Cement Concrete



LIST OF SUBCONTRACTORS

FOR THE
 LOWER MISSION CREEK FLOOD CONTROL PROJECT REACH 1B
 F.I.N. PROJECT NO. SC8042

In compliance with the provisions of Sections 4100-4107 of the Government Code of the State of California, and any amendments, thereof, the undersigned bidder has set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work to be performed. That portion of the work which will be done by each subcontractor who will perform work or labor or render service to the undersigned in or about the construction done by each subcontractor for each subcontract in excess of one-half of one percent of the undersigned's total aggregate bid shall be listed.

	<u>Work to be Performed</u>	<u>Subcontr. License Number</u>	<u>Percent of Total Bid</u>	<u>Subcontractor's Name and Address</u>
1.	_____	_____	_____	_____ _____ _____
2.	_____	_____	_____	_____ _____ _____
3.	_____	_____	_____	_____ _____ _____
4.	_____	_____	_____	_____ _____ _____
5.	_____	_____	_____	_____ _____ _____

By: _____
 (Bidder's signature)

Note: Attach additional sheets if required.

BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE

Bidder hereby certifies that he has reviewed the insurance coverage requirements specified in the Contract Specifications. Should he be awarded the contract for the work, Bidder further certifies that he can meet all the Contract Specification requirements for insurance including insurance coverage of his subcontractors.

BIDDER:

BY: _____

TITLE: _____

DATED: _____

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances on a separate sheet of paper and attach to proposal.

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a Federal Court which orders the Contractor to comply with an order of the National Labor Relations Board.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury that the bidder has __, has not __, been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or Trustees of the California State University.

The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

NOTE: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

BIDDER'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM ACT OF 1986

Bidder certifies that he/she is aware of the requirements of the Immigration Reform and Control act of 1986 (8 USC Secs. 1101-1525) and will comply with these requirements, including but not limited to verifying the eligibility for employment of all agents, employees, subcontractors and consultants that are included in this Contract.

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

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 judgement 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.

NOTE: The above Statements and Certifications are part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of these Statements, Questionnaires and Certifications. Bidders are cautioned that making false certification may subject the certifier to criminal prosecution.

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal, and _____ as Surety, (Surety shall be listed in the Insurance Organizations Authorized By The Insurance Commissioner To Transact Business of Insurance in The State of California During 1990, including changes effective January 1, 1991, published by the Department of Insurance, State of California or successor publication), are held firmly bound unto the Santa Barbara County Flood Control and Water Conservation District (hereinafter called "OWNER") in the penal sum of Ten Percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principle of OWNER of the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the Surety hereunder exceed the sum of

DOLLARS, (\$ _____). The conditions of this obligation is such that a bid to OWNER for certain construction specifically described as follows:

**LOWER MISSION CREEK FLOOD CONTROL PROJECT REACH 1B
COUNTY F.I.N. SC8042**

for which bids are to be opened on Thursday, April 2, 2015 has been submitted by Principle to OWNER.

NOW, THEREFOR, if the aforesaid Principle shall not withdraw said bid with the period therein after the opening of the same, or, if no period be specified with sixty (60) days after said opening and shall within the period specified therefor, or, if no period be specified within seven (7) days after the prescribed forms are presented to him for signature, enter into written Contract with OWNER, in the prescribed form, in accordance with the bid as accepted, and file the two Bonds with OWNER, one to guarantee faithful performance and the other to guarantee payment of labor and materials as required by law, then this obligation shall be null and void; otherwise, it shall remain in full force, virtue and affect.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any manner affects its obligations on this bond, and it does hereby waive notice of any change, extension, alteration, or addition.

It is hereby agreed that any progress payment made after the scheduled completion date will not constitute a waive of any liquidated damages heretofore agreed upon.

In the event suit is brought upon said Bond by OWNER and judgement is recovered, the Surety shall pay all cost incurred by OWNER in such suit, including a reasonable attorney's fee to be fixed by the Court.

Death, Bankruptcy, Receivership, Going Out of Business for any reason, or incompetency of the Principal shall not relieve the Surety of its obligations hereunder.

Name of Principle

Dated _____ _____ (seal)
Signature of Principal

Name of Surety

Address

State, City, Zip

Dated _____ _____ (seal)
Signature of Surety

NOTE: Signatures of those executing for Surety and Power of Attorney MUST have notarial acknowledgement in the format shown on page A31 of these Contract Documents.

REQUIRED NOTARIAL ACKNOWLEDGEMENT FORMAT

State of California)
County of _____)

On ___(date)___ before me, (*here insert name and title of the signing officer*), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature _____ (Seal)

SECTION B

CONTRACT FORMS

Santa Barbara County Flood Control and Water Conservation District

AGREEMENT

for the **LOWER MISSION CREEK FLOOD CONTROL PROJECT REACH 1B**

F.I.N. Project No. **SC8042**

Auditor - Controller Contract No. _____

THIS AGREEMENT is made by and between the **Santa Barbara County Flood Control and Water Conservation District**, a political subdivision of the State of California, hereinafter called **DISTRICT**, and

_____ 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 General and Special Provisions and Specifications provided by DISTRICT for the work identified above; 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 DISTRICT office and have been and will be made available to the CONTRACTOR during the term of this Agreement.

2. WORK CONTRACTOR agrees, at his own proper cost and expense, to furnish all the work and all equipment and materials 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 Flood Control Engineer of said DISTRICT, all in strict accordance with the Plans and the Contract Documents provided.

3. 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 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 DISTRICT of any obligation required of the DISTRICT 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.

4. ENGINEER The Engineer referred to in the Contract Documents is the Flood Control Engineer.

5. 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 \$_____, to be paid as provided in the Contract Documents. 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 DISTRICT,

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 to the requirements of the Contract and directions of the Engineer, hereunder. The DISTRICT 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. All invoices submitted for payment shall include Contract Number BC _____.

6. 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 effected or 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 in accordance with Section 20142 of the Public Contract Code:

- An amount not to exceed five thousand dollars (\$5,000) for contracts of fifty thousand dollars (\$50,000) or less.
- 10 percent for contracts over fifty thousand dollars (\$50,000) but not to exceed two hundred fifty thousand dollars (\$250,000). In no event shall any change exceed a net total addition of twenty-five thousand dollars (\$25,000).
- For contracts whose original cost exceeds two hundred fifty thousand dollars (\$250,000), the extra cost for any change or addition to the work so ordered shall not exceed twenty-five thousand dollars (\$25,000), plus 5 percent of the amount of the original contract costs in excess of two hundred fifty thousand dollars (\$250,000). In no event shall any change or alteration exceed two hundred ten thousand dollars (\$210,000).

Compensation in such equitable amount as is appropriate for the requirements of the DISTRICT may be authorized by resolution or minute order of the Board of Directors. The Engineer may agree upon appropriate additional time to be allowed as required for such extra work, materials, resolution or changes. In no event shall the District be liable for the cost of any extra work not approved in advance and in writing by the Flood Control Engineer.

7. 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 [9100 through 9510](#), inclusive, of the Civil Code of California. CONTRACTOR shall protect and indemnify the Santa Barbara County Flood Control District, the Board of Directors, the Flood Control Engineer, and/or any officer, agent or employee of the DISTRICT 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.

8. 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 DISTRICT, 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 DISTRICT.

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 per diem or hourly wages for workers required to perform the subject work. A copy of the prevailing wage rate is on file at the office of the Santa Barbara County Flood Control and Water Conservation District, 130 East Victoria Street, Suite 200, 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 the 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. TIME FOR COMMENCEMENT, COMPLETION Time is of the essence in the execution of this Contract. The work to be done under this Agreement shall be completed within the Contract Period described in the Instructions to Bidders. As soon as practicable after the Contract has been executed by both the CONTRACTOR and the DISTRICT, a Notice to Proceed will be issued by the Engineer stating the starting date of the Contract time. The CONTRACTOR shall begin work within FIFTEEN (15) calendar days after receiving the Notice to Proceed, unless otherwise provided. Attention is directed to the provisions of the Contract documents pertaining to Liquidated Damages for failure to complete the work within the allowed time.

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. 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.

14. 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 DISTRICT. 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.

15. 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, and CITY OF SANTA BARBARA S.B.M.C. 9.126.020, providing against discrimination in employment. The CONTRACTOR agrees to perform all requirements of a contractor under the provisions of said Article and Code and to pay all costs occasioned to the DISTRICT by any noncompliance by the CONTRACTOR.

16. RECORDS, AUDIT, AND REVIEW. CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.

17. DISPUTES Should any dispute 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. Such arbitration shall be carried out in accordance with provisions of the Public Contract Code, any applicable provision of County ordinance, regulation or standard and in accordance with standards of the American Arbitration Association. Any resulting arbitration ruling or result shall be binding on the parties, unless there is a mutual written agreement to litigate the matter.

The Contractor's attention is directed to the provisions of Public Contract Code 20104 for resolutions of claims of \$375,000 or less. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

18. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

SANTA BARBARA COUNTY FLOOD CONTROL
& WATER CONSERVATION DISTRICT

CONTRACTOR

By: _____
Chair, Board of Directors

Date: _____

By: _____

License No. _____

ATTEST:
MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING
FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

APPROVED AS TO FORM:
SCOTT D. MCGOLPIN
PUBLIC WORKS DIRECTOR

By: _____
Risk Manager

By: _____
Public Works Director

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That the **SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT** of the State of California (hereinafter referred to as the **DISTRICT**) and _____ (hereinafter referred to as **PRINCIPAL**) have by written agreement entered into a contract identified as **LOWER MISSION CREEK FLOOD CONTROL PROJECT REACH 1B** (hereinafter referred to as the **CONTRACT**) and

That, pursuant to law and to said **CONTRACT**, and before entering upon the performance of said **CONTRACT**, the **PRINCIPAL** is required to file with the **DISTRICT** a good and sufficient bond to secure the payment of labor and materials claims.

NOW, THEREFORE, said **PRINCIPAL** and _____ as corporate surety (hereinafter referred to as **SURETY**), are held firmly bound unto the **DISTRICT** in the amount of \$ _____ (100% of Contract Amount), or the payment of which **PRINCIPAL** and **SURETY** bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said **PRINCIPAL**, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named or referred to in Section [9100](#) of the California Civil code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld and paid over the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor as required by Division [4](#), Part [6](#), Title [3](#), Chapter [5](#) (commencing at Section [9550](#)) of the California Civil Code, or this bond, then said **SURETY** will pay for the same, in an amount not to exceed the amount hereinafter set forth.

This bond shall inure to the benefit of any and all persons, companies and corporations named or referred to in Section [9100](#) of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said **SURETY**, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the **CONTRACT**, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the **CONTRACT** or to the work or to the specifications.

In the event suit is brought upon this Bond by **DISTRICT** and judgment is recovered, **SURETY** shall pay all costs incurred by the **DISTRICT** in such suit, including a reasonable attorney's fee to be fixed by the court.

Death, illness, disability or disqualification of the **PRINCIPAL** shall not relieve **SURETY** of its obligations hereunder.

DATED: _____

PRINCIPAL

SURETY

BY: _____

BY: _____

Attorneys-in-fact

Address

Agent for Service of Process

Address

NOTE: Signatures of those executing for Surety and Power of Attorney MUST have notarial acknowledgement in the format shown on page A31 of these Contract Documents.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That the **SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT** of the State of California California (hereinafter referred to as the **DISTRICT**) and _____(hereinafter referred to as **PRINCIPAL**) have by written agreement entered into a contract identified as

LOWER MISSION CREEK FLOOD CONTROL PROJECT REACH 1B

(hereinafter referred to as the **CONTRACT**) and

That, the **PRINCIPAL** is required under the terms and conditions of said **CONTRACT** to furnish a bond for the faithful performance of **CONTRACT**.

NOW, THEREFORE, said **PRINCIPAL** and _____ as corporate surety (hereinafter referred to as **SURETY**), are held firmly bound unto the **DISTRICT** in the amount of \$ _____(100% of Contract Amount), for the payment of which **PRINCIPAL** and **SURETY** bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally.

THE CONDITION OF THIS OBLIGATION is such that if the **PRINCIPAL**, his heirs, executors, administrators, successors or assigns shall perform all of the covenants, conditions and agreements in the said **CONTRACT** and any alteration thereof made as therein provided, in his or their part, to be kept and performed at the time, and in the manner therein specified, and shall indemnify and save harmless **DISTRICT**, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force, virtue and effect.

And the said **SURETY** for value received, agrees that no change, extension of time, alteration or addition to the terms of the **CONTRACT** or to the work to be performed thereunder or the specifications accompanying the same shall affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the **CONTRACT** or to the work or to the specifications.

In the event suit is brought upon this bond by **DISTRICT** and judgment is recovered, **SURETY** shall pay all costs incurred by **DISTRICT** in such suit, including a reasonable attorney's fee to be fixed by the Court.

Death, illness, disability or disqualification of the **PRINCIPAL** shall not relieve **SURETY** of its obligations hereunder.

DATED: _____

PRINCIPAL

SURETY

BY: _____

BY: _____
Attorneys-in-fact

Address

Agent for Service of Process

Address

NOTE: Signatures of those executing for Surety and Power of Attorney MUST have notarial acknowledgement in the format shown on page A31 of these Contract Documents.

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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.

Date _____

Contractor

By _____
Signature

Title

CERTIFICATE OF COMPLIANCE

TO: SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

FROM: _____

THIS IS TO CERTIFY THAT ALL REQUIREMENTS FOR INSURANCE OF SUBCONTRACTORS AS SPECIFIED IN THESE CONTRACT DOCUMENTS HAVE BEEN MET.

FIRM:

BY: _____

TITLE: _____

DATED: _____

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

STATEMENT OF
UNLAWFUL DISCRIMINATION IN EMPLOYMENT PRACTICES
(SANTA BARBARA COUNTY CODE, SECTION 2-95)

The party contracting with the Santa Barbara County Flood Control and Water Conservation District agrees that it will not discriminate against any employee or applicant for employment in violation of any applicable State or Federal laws, rules or regulations which may now or hereafter specifically prohibit such discrimination on such grounds as race, religion, sex color, national origin, physical handicap when otherwise qualified, Vietnam era veteran/disabled, or ago. If it is determined by the Board of Directors upon recommendation of the Affirmative Action Officer and the County Counsel that during the life of this agreement any such unlawful discriminations have occurred, the County Board of Directors may forthwith terminate this agreement. Said party contracting with the District further agrees that whether or not the term of this agreement is still in existence at the time of final determination of such unlawful discrimination, that it will forthwith reimburse the District for any and all damages, costs and expenses incurred in connection with such unlawful discrimination, including but not limited to damages from loss of Federal or State grants, subventions or loans; costs of processing, investigating and reporting complaints of unlawful discrimination; additional costs of expenses incurred in completion of this agreement by another party if this agreement is terminated before completion; all costs of suit including reasonable attorney's fees incurred in collecting any such damages, costs and expenses; and interest at 7% on all such damages, costs and expenses from the date they are incurred to date of payment.

Employment practices shall include, but are not limited to employment, promotion, demotion, transfer, recruitment and advertising for recruitment, layoff or other termination, rates of pay, employee benefits and all other forms of compensation, selection for training and apprenticeship and probationary periods.

Said party contracting with the District further agrees to 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 Santa Barbara County Flood Control and Water Conservation District, 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.

Failure to fully comply with any of the foregoing provisions relating to unlawful discrimination in employment practices shall be deemed to be a material breach of this agreement.

CITY OF SANTA BARBARA

CONTRACTOR'S NONDISCRIMINATORY EMPLOYMENT CERTIFICATE S.B.M.C. 9.126.020

A Certificate Generally

Consistent with a policy of nondiscrimination in employment on contracts of the City of Santa Barbara and in furtherance of the provisions of Section 1735 and 1777.6 of the California Labor Code a "contractor's obligation for nondiscriminatory employment certificate" as hereinafter set forth shall be attached and incorporated by reference as an indispensable and integral term of all bid specifications and contracts of the City for purchases, services, and the construction, repair, or improvement of public works.

B Contents of Certificate

The Contractor's obligation for nondiscriminatory employment is as follows:

In performing the work of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. The Contractor will take positive action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification.

3. The Contractor will send to each labor union or representative of workers, with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City advising the said labor union or workers' representative of the Contractor's commitments under this provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will permit access to the Contractor's records of employment, employment advertisements, application forms, and other pertinent data and records by the City, the Fair Employment Practices Commission, or any other appropriate agency of the State designated by the City for the purposes of investigation to ascertain compliance with the Contractor's Obligation for Nondiscriminatory Employment provisions of this contract, or Fair Employment Practices statute.

5. A finding of willful violation of the nondiscriminatory employment practices article of this contract or of the Fair Employment Practices Act shall be regarded by the City as a basis

for determining that as to future contracts for which the Contractor may submit bids, the Contractor is a "disqualified bidder" for being "nonresponsible".

The City shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of any such written notice, the City shall notify the Contractor that unless he or she demonstrates to the satisfaction of the City within a stated period that the violation has been corrected, he or she shall be declared a "disqualified bidder" until such time as the Contractor can demonstrate that he or she has implemented remedial measures, satisfactory to the City, to eliminate the discriminatory employment practices which constituted the violation found by the Fair Employment Practices Commission.

6. Upon receipt from any person of a complaint of alleged discrimination under any City contract, the City Administrator shall ascertain whether probable cause for such complaint exists. If probable cause for the complaint is found, the Administrator shall request the City Council to hold a public hearing to determine the existence of a discriminatory practice in violation of this contract.

In addition to any other remedy or action provided by law or the terms of this contract, the Contractor agrees that, should the City Council determine after a public hearing duly noticed to the Contractor that the Contractor has not complied with the nondiscriminatory employment practices provisions of this contract or has willfully violated such provisions, the City may, without liability of any kind, terminate, cancel, or suspend this contract, in whole or in part. In addition, upon such determination the Contractor shall, as a penalty to the City, forfeit a penalty of \$25.00 for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance. Such monies shall be recovered from the Contractor. The City may deduct any such penalties from any monies due the Contractor from the City.

7. The Contractor certifies to the City that he or she has met or will meet the following standards for positive compliance, which shall be evaluated in each case by the City:

a. The Contractor shall notify all supervisors and other personnel officers in writing of the content of the nondiscrimination provision and their responsibilities under it.

b. The Contractor shall notify all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the nondiscrimination provision.

c. The Contractor shall file a basic compliance report as required by the City. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also specify the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.

d. The Contractor shall notify the City of opposition to the nondiscrimination provision by individuals, firms or organizations during the period of this contract.

8. Nothing contained in this Contractor's Obligation for Nondiscriminatory Employment Certificate shall be construed in any manner to prevent the City from pursuing any other remedies that may be available at law.

9. The Contractor certifies to the City that the Contractor will comply with the following requirements with regard to all subcontractors and suppliers:

a. In the performance of the work under this contract, the Contractor will include the provisions of the foregoing paragraphs (1) through (8) in all subcontracts and in any supply contract to be performed within the State of California, so that such provisions will be equally binding upon each subcontractor and each supplier.

b. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with,

litigations with a subcontractor or supplier as a result of such direction by the City, the Contractor may request the City to enter into such litigation to protect the interests of the City.

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