

SANTA BARBARA COUNTY BOARD AGENDA LETTER



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

Agenda Number:
Prepared on: 8/30/2005
Department Name: General Services
Department No.: 063
Agenda Date: September 13, 2005
Placement: Administrative
Estimate Time: N/A
Continued Item: No
If Yes, date from: N/A

TO: Board of Supervisors

FROM: Tom Alvarez, Director
General Services Department

STAFF CONTACT: Todd Morrison, Project Manager (934-6228)
Facilities Services Division

SUBJECT: Santa Ynez Valley Airport Apron Rehabilitation, Access Road
Reconstruction, and Airfield Slurry Seal Project
Project # 8550
3rd Supervisorial District

Recommendations:

That the Board of Supervisors:

- A. Award a Unit Price Construction Contract in the estimated amount of \$999,339.60 to Union Asphalt, Inc. (a local vendor) subject to the provisions of the documents and certifications as set forth in the plans and specifications applicable to the project and as required by California Law; and
- B. Authorize the Director of General Services to approve change orders in the aggregate amount of 10% of the contract amount.

Alignment with Board Strategic Plan:

The recommendations are primarily aligned with Goal No. 2 Ensure the Public Health and Safety and Provide Essential Infrastructure.

Executive Summary and Discussion:

Due to necessary updating and on going wear and tear, this work has been proposed by the Airport Authority in order to properly maintain the airport. (See previous memo to the Board

Subject: Santa Ynez Valley Airport Project # 8550

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regarding the relationship between the County and the Authority.) The work required includes Apron Rehabilitation, Access Road Reconstruction, and Airfield Slurry Seal.

There were 3 bids submitted for this project. Union Asphalt, Inc., a Santa Maria, Ca. based company, is the apparent low bidder. Union Asphalt, Inc.'s bid has been deemed a responsive bid, and in accordance with the contract requirements. Further, Union Asphalt, Inc. has been deemed to be a responsible company capable of performing this contract. Their unit price estimated bid of \$999,339.60 is 8.88% higher than the construction estimate for this project; between the bid opening and the date of the engineer's estimate there was a dramatic increase in materials prices (i.e. Asphalt) that would account for this difference.

Fiscal and Facilities Impacts:

The project, including engineer fees, inspection fees, construction, and an adequate contingency, is estimated to cost \$1,232,019.60 and will be funded in combination by three grants from the Federal Aviation Administration (FAA) through its Airport Improvement Plan (AIP), with matching State and Airport Authority contributions. The amounts of the three grants are as follows: \$203,455.55, \$166,666.67, & \$861,896.78, for a total of \$1,232,019.60.

The third grant (FAA portion: \$818,802) was executed by the Deputy CEO on August 24, 2005 in order to avoid losing the grant (the executed grant had to be received by the FAA by August 26, 2005).

Special Instructions:

Please send duplicate original Contract and Minute Order to Todd Morrison, Facilities Services Div., Courthouse East Wing.



**COUNTY OF SANTA BARBARA
DEPARTMENT OF GENERAL SERVICES**

CONTRACT

APRON REHABILITATION, ACCESS ROAD RECONSTRUCTION, AND

AIRFIELD SLURRY SEAL PROJECT

AT SANTA YNEZ VALLEY AIRPORT

SANTA BARBARA COUNTY, CALIFORNIA

FEDERAL PROJECT NO. AIP 3-06-0243-07

FEDERAL PROJECT NO. AIP 3-06-0243-08

FEDERAL PROJECT NO. AIP 3-06-0243-09

COUNTY PROJECT NO. 8550

DEPARTMENT OF GENERAL SERVICES

COUNTY OF SANTA BARBARA AGREEMENT FOR:



Santa Ynez Valley Airport
County Project No. 8550

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 **Union Asphalt, 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 incorporates by reference all of the Special Provisions and the Project Plans described below, including any addenda thereto, and also in accordance with the State of California, Department of Transportation Standard Specifications for Construction of Local Streets and Roads dated July 2002, the State of California, Department of Transportation Standard Plans for Construction of Local Streets and Roads dated July 2002, and the County of Santa Barbara, Department of Public Works, Standard Details dated April 1, 1987 insofar as the same may apply, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, as provided by COUNTY for the work identified below; and where consistent with this document, the proposal executed and submitted by the CONTRACTOR. CONTRACTOR acknowledges receipt of all such documents as were not already in Contractor's possession. Said incorporated documents, this agreement, any Notice to Contractors, the Bid Bond, the Faithful Performance Bond, and Payment Bond are referred to herein as the "Contract" or "Contract Documents". Copies of all said documents are on file in the Department of General Services Office of the COUNTY and have been and will be made available to the CONTRACTOR during the term of this Agreement.

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

COUNTY OF SANTA BARBARA; NOTICE TO CONTRACTORS AND SPECIAL PROVISIONS FOR APRON REHABILITATION, ACCESS ROAD RECONSTRUCTION, AND AIRFIELD SLURRY SEAL PROJECT AT SANTA YNEZ VALLEY AIRPORT IN SANTA BARBARA COUNTY, CALIFORNIA, FEDERAL PROJECT NO. AIP 3-06-0243-07 FEDERAL PROJECT NO. AIP 3-06-0243-08, FEDERAL PROJECT NO. AIP 3-06-0243-09

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

COUNTY OF SANTA BARBARA; STATE OF CALIFORNIA; DEPARTMENT OF GENERAL SERVICES; PLANS FOR THE CONSTRUCTION OF SANTA YNEZ VALLEY AIRPORT SANTA BARBARA COUNTY, CALIFORNIA CONSTRUCTION PLANS FOR SANTA YNEZ VALLEY AIRPORT AIP PROJECT NO. 3-06-0243-07, 3-06-0243-08, & 3-06-0243-09

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 General Services of said COUNTY, all in strict accordance with the Plans and the Contract Documents provided.

3. EXTRA WORK

Extra work, materials, resolution of disputes, corrections, and/or changes to the specifications as are required for the proper completion of the work or the improvement contemplated may be authorized and agreement made for compensation at the same rate per unit (or at a corresponding rate for work that is different from that provided for in Project No. 8550

the Contract Documents) by the Engineer, if compensation is not in excess of 10 percent of the original base agreement amount or \$25,000, or \$25,000 + 5 percent of the amount of the bid in excess of \$250,000, the total of changes not to exceed \$150,000, in accordance with Section 20142(a) and (b), and Section 20395(d) of the Public Contract Code. Extra work or changes in excess of these limits may be authorized by resolution or minute order of the Santa Barbara County Board of Supervisors. The Engineer shall determine, if necessary, appropriate additional time to be allowed for such extra work.

In no event shall County be liable for the cost of any extra work not approved in advance and in writing by the Engineer.

4. PAYMENTS NOT ACCEPTANCE.

No certificate given or payments made under this Contract, shall be evidence of the performance of this Contract, either wholly or in part, against any claim upon CONTRACTOR. Final payment for the work performed under this Contract shall not be made until the lapse of thirty (30) days after the Notice of Completion of said work has been filed for record and no payment shall be construed to be acceptance of any defective work or improper materials. CONTRACTOR agrees that the payment for final quantities due under this Contract and the payment of amounts due for any work in accordance with any amendments of this Contract, shall release the County of Santa Barbara from any and all claims or liabilities on account of work performed under this Contract or any amendments thereof. In addition to guarantees required elsewhere, CONTRACTOR shall and does hereby guarantee all workmanship and material to be free of defects and fit for the purposes intended for a period of one year from and after both the date of acceptance of the work and the recordation of the Notice of Completion by the COUNTY, and CONTRACTOR shall repair or replace any or all work and material, together with any other portions of the work which may be displaced in so doing, that in the opinion of the Engineer, is or becomes defective during the period of said guarantee without expense whatsoever to the COUNTY.

5. PROGRESS PAYMENT NO WAIVER FOR DELAY.

Any progress payment made after the scheduled completion date will not constitute a waiver of any liquidated damages heretofore agreed upon as part of this Contract.

6. EXCAVATIONS.

Before any pavement resurfacing, displacement or excavation of the ground that may be required by any performance under this Agreement, the CONTRACTOR shall obtain an inquiry identification number by calling Underground Service Alert (USA) 1 (800) 422-4133 or 1 (800) 227-2600 or by such other means as may be required; shall conform to all requirements of Government Code Sections 4215 through 4217 regarding any such pavement resurfacing, displacement or excavation, including the payment of any fees required; and shall facilitate performance by the COUNTY of any obligation required of the COUNTY under said Sections. There shall be no performance under this Agreement by either party unless and until the provisions of such Sections are complied with and the Engineer is notified regarding the compliance.

7. ENGINEER.

The Engineer referred to in the Contract Documents is the Santa Barbara County Director of General Services or the Director's authorized representative.

8. COMPLIANCE WITH LAW, AMENDMENTS.

CONTRACTOR shall keep fully informed of all laws, ordinances and regulations which do or may affect the conduct of the work, the materials used therein or persons engaged or employed thereon and all such orders of bodies and tribunals having any jurisdiction over same. If it be found that the Special Provisions or Standard Specifications for the work conflict with any such law, ordinance or regulation, the CONTRACTOR shall immediately report same to the Engineer in writing. CONTRACTOR shall at all times observe and comply with and shall cause all agents and employees to observe and comply with all such laws, ordinances, regulations or decrees as the same now exists or may be hereafter amended and all superseding provisions thereof. CONTRACTOR acknowledges, particularly, the provisions of Sections 3196 and Sections 3247 and 3252, inclusive, of the Civil Code of California. CONTRACTOR shall protect and indemnify the County of Santa Barbara, the Board of Supervisors, the Director of General Services, and/or any officer, agent or employee of the COUNTY against any claims or liability arising from or based on the violation of any such law, ordinance, regulation or decree whether by CONTRACTOR, or a subcontractor, agent or employee.

9. PREVAILING WAGE RATES.

Rates of wages, including overtime, holiday and Sunday rates provided for the work are subject to the effect of Executive Orders of the President of the United States No. 9240, dated September 9, 1942, and No. 9250, dated October 3, 1942, and to any modifications thereof and to any and all lawful orders of the President or any authorized Federal Officer or agency, insofar as the same may be applicable to this Contract.

In accordance with the requirements of Labor Code Section 1770, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem or hourly wages for workers required to perform the subject work. A copy of the prevailing wage rate is on file with the Director of Public Works, County Engineering Building, 123 East Anapamu Street, Santa Barbara, California, and is available for inspection.

Contractor, and any subcontractor under his or her direction, shall pay not less than the said prevailing rates to all, laborers, workers and mechanics employed by them in the execution of the contract.

10. CONTRACT DOCUMENTS ACKNOWLEDGED.

CONTRACTOR hereby declares that he has read the "Contract Documents" pertaining to the work to be accomplished hereunder, has carefully examined the plans and detail drawings of the work to be performed and fully understands the intent and meaning of the same.

11. TIMES FOR COMMENCEMENT, COMPLETION.

Notwithstanding the provisions found in Section 8-1.05, "Temporary Suspension of Work," and Section 8-1.06, "Time of Completion," of the Standard Specifications, The work to be done under this Agreement shall be completed within SEVENTY FIVE (75) working days after execution of this Agreement. As soon as practicable after the Contract has been executed by both the CONTRACTOR and the COUNTY, a Notice to Proceed will be issued by the County Representative stating the starting date of the Contract time. Attention is directed to the provisions of this Agreement pertaining to Liquidated Damages for failure to complete the work within the allowed time. CONTRACTOR acknowledges the provision of this Agreement regarding liability for liquidated damages in the event CONTRACTOR fails 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. GUARANTEE BONDS.

Before any performance under this Agreement, the CONTRACTOR shall provide the security required by statute for the payment of all workers and suppliers, and security for faithful performance of all terms and conditions of this Agreement, in an amount and form approved by the COUNTY. Both securities shall contain provisions which automatically increase amounts thereof and/or time of completion or both for all change orders, extensions and additions to the work provided pursuant to this Agreement.

14. NON DISCRIMINATION.

The CONTRACTOR acknowledges that this Agreement is subject to the provisions of Article XIII of Chapter 2 of the Santa Barbara County Code, providing against discrimination in employment. The CONTRACTOR agrees to perform all requirements of a contractor under the provisions of said Article and to pay all costs occasioned to the COUNTY by any noncompliance by the CONTRACTOR.

15. DISPUTES.

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

16. RIGHT TO AUDIT.

The COUNTY will have the right to audit of Contractor's project records. Records must be made available in a form satisfactory to the Santa Barbara County Auditor–Controller.

17. SUPPLEMENTAL WORK.

BLANK

18. PAYMENT.

As full compensation for furnishing all labor, supervision, overhead, materials and equipment and for doing all the work completed and embraced in this Agreement and subject to adjustments and liquidated damages, if any, as provided in the Contract Documents, the base amount to be paid to the CONTRACTOR for satisfactory completion of all requirements of the Contractor under this Agreement including Section 17 Supplemental Work of this agreement is and shall be; \$999,339.60 (Note: this amount is subject to adjustments in installed quantities of various bid items and actual T&M spent on bid items 21 & 60.), to be paid as provided in the Contract Documents dated July 14, 2005, and as shown on the Contractor’s Bid listed below. The CONTRACTOR assumes and will provide against any and all loss or damage arising out of the nature of the work undertaken, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the COUNTY, and assumes any and all expenses incurred by or in consequence of suspension or discontinuance of the work, for well and faithfully completing the work and the whole thereof, in the manner and according to the plans, specifications and Contract, and the requirements of the Engineer under them, to wit:

CONTRACTOR'S BID

Bid Item	Description	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Item Total (In Figures)
	AIP 3 - 06 - 0243 - 07				
1	Mobilization	LS	LUMP SUM	LUMP SUM	\$ 6,750.00
2	Sawcut Existing Pavement	LF	176.0	\$ 3.00	\$ 528.00
3	Clearing, Grubbing and Removals	LS	LUMP SUM	LUMP SUM	\$ 9,860.00
4	Pulverize and Stockpile Existing Asphalt Concrete Pavement	CY	375.0	\$ 16.75	\$ 6,281.25
5	Earthwork	CY	1,362.0	\$ 6.00	\$ 8,172.00
6	Subgrade Preparation	SY	3,548.0	\$ 1.75	\$ 6,209.00
7	Place & Compact Recycled Asphalt	CY	390.0	\$ 17.75	\$ 6,922.50
8	Class 2 Aggregate Base	TON	1,255.0	\$ 22.25	\$ 27,923.75
9	Bituminous Prime Coat	TON	3.6	\$ 750.00	\$ 2,700.00
10	Bituminous Surface Course	TON	485.0	\$ 71.00	\$ 34,435.00
11	Asphalt Dike	LF	115.0	\$ 12.00	\$ 1,380.00
12	PC Concrete Flatwork, 6" Thick	SF	202.0	\$ 21.50	\$ 4,343.00
13	Asphalt Overside Drain	LF	16.0	\$ 90.00	\$ 1,440.00
14	Storm Drain Pipe, 18" Dia. HDPE	LF	105.0	\$ 45.75	\$ 4,803.75
15	Storm Drain Pipe Fittings	LS	LUMP SUM	\$ 1,625.00	\$ 1,625.00

16	Storm Drain Catch Basin, Type A	EA	1.0	\$ 4,475.00	\$ 4,475.00
17	Rip-Rap Energy Dissipation	LS	LUMP SUM	\$ 1,365.00	\$ 1,365.00
18	Pavement Marking and Striping	LS	LUMP SUM	\$ 465.00	\$ 465.00
19	Tie-Down Concrete Anchor - Small	EA	12.0	\$ 300.00	\$ 3,600.00
20	Tie-Down Chain	EA	12.0	\$ 67.00	\$ 804.00
21	Unsuitable Subgrade Allowance	T&M	1.0	\$ 50,000.00	\$ 50,000.00
22	Erosion Control	LS	LUMP SUM	LUMP SUM	\$ 2,175.00
23	Prepare Storm Water Pollution Control Program	LS	LUMP SUM	LUMP SUM	\$ 1,350.00
24	Water Pollution Control	LS	LUMP SUM	LUMP SUM	\$ 3,825.00
TOTAL, AIP-07:					\$ 191,432.25

Bid Item	Description	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Item Total (In Figures)
AIP 3 - 06 - 0243 - 08					
25	Mobilization	LS	LUMP SUM	LUMP SUM	\$ 10,350.00
26	Clean and Prepare Surfaces	LS	LUMP SUM	LUMP SUM	\$ 4,100.00
27	Fill and Seal Cracks and Joints	LS	LUMP SUM	LUMP SUM	\$ 24,650.00
28	Asphalt Emulsion Tack Coat	TON	3.0	\$ 750.00	\$ 2,250.00
29	Slurry Seal Asphalt Emulsion	TON	14.1	\$ 806.00	\$ 11,364.60
30	Slurry Seal Aggregate	TON	94.0	\$ 175.00	\$ 16,450.00
31	Pavement Marking and Striping	LS	LUMP SUM	LUMP SUM	\$ 7,950.00
TOTAL, AIP-08:					\$ 77,114.60

Bid Item	Description	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Item Total (In Figures)
AIP 3 - 06 - 0243 - 09					
32	Mobilization	LS	LUMP SUM	LUMP SUM	\$ 11,050.00
33	Sawcut Existing Pavement	LF	870.0	\$ 2.00	\$ 1,740.00
34	Clearing, Grubbing & Removals	LS	LUMP SUM	LUMP SUM	\$ 20,650.00
35	Pulverize & Stockpile Existing Asphalt Concrete Pavement	CY	2,574.0	\$ 5.00	\$ 12,870.00
36	Earthwork	CY	6,326.0	\$ 5.50	\$ 34,793.00
37	Subgrade Preparation	SY	24,230.0	\$ 0.50	\$ 12,115.00

38	Place & Compact Recycled Asphalt	CY	2,290.0	\$ 5.90	\$ 13,511.00
39	Class 2 Aggregate Base	TON	9,290.0	\$ 20.25	\$ 188,122.50
40	Bituminous Prime Coat	TON	24.8	\$ 450.00	\$ 11,160.00
41	Bituminous Surface Course	TON	3,405.0	\$ 64.00	\$ 217,920.00
42	PC Concrete Flatwork, 4" Thick	SF	191.0	\$ 8.50	\$ 1,623.50
43	PC Concrete Flatwork, 6" Thick	SF	2,720.0	\$ 12.25	\$ 33,320.00
44	PC Concrete Curb & Gutter	LF	323.0	\$ 32.00	\$ 10,336.00
45	PC Concrete Curb Only	LF	1,033.0	\$ 18.00	\$ 18,594.00
46	Storm Drain Pipe, 18" Dia. HDPE	LF	68.0	\$ 73.00	\$ 4,964.00
47	Storm Drain Pipe Fittings	LS	LUMP SUM	\$ 1,600.00	\$ 1,600.00
48	Storm Drain Catch Basin: Type A	EA	2.0	\$ 4,900.00	\$ 9,800.00
49	Storm Drain Catch Basin: SBCO Standard	EA	1.0	\$ 5,570.00	\$ 5,570.00
50	Storm Drain Catch Basin: Type GO	EA	2.0	\$ 5,450.00	\$ 10,900.00
51	Rip-Rap Energy Dissipation	LS	LUMP SUM	\$ 1,500.00	\$ 1,500.00
52	Pavement Marking & Striping	LS	LUMP SUM	\$ 6,200.00	\$ 6,200.00
53	Tie-Down Concrete Anchor - Small	EA	56.0	\$ 207.00	\$ 11,592.00
54	Tie-Down Concrete Anchor - Large	EA	14.0	\$ 295.00	\$ 4,130.00
55	Tie-Down Chain	EA	125.0	\$ 57.00	\$ 7,125.00
56	Tie-Down Cable, 1/2" Diameter	LF	1,000.0	\$ 3.75	\$ 3,750.00
57	Tie-Down Cable, 3/4" Diameter	LF	1,893.0	\$ 4.75	\$ 8,991.75
58	Traffic Signage	LS	LUMP SUM	\$ 3,500.00	\$ 3,500.00
59	Chain Link Fencing	LS	LUMP SUM	\$ 4,400.00	\$ 4,400.00
60	Unsuitable Subgrade Allowance	T&M	1.0	\$ 50,000.00	\$ 50,000.00
61	Erosion Control	LS	LUMP SUM	LUMP SUM	\$ 3,065.00
62	Prepare Water Pollution Control Program	LS	LUMP SUM	LUMP SUM	\$ 1,500.00
63	Water Pollution Control	LS	LUMP SUM	LUMP SUM	\$ 4,400.00
TOTAL, AIP-09:					\$ 730,792.75

Total, AIP-07, 08 & 09:	\$ 999,339.60
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19. SUBSTITUTION OF MATERIALS, SUBSTITUTION OF CONTRACTORS.

The Engineer is authorized to act on behalf of the awarding authority in any matters requiring consent, notice or hearing in order to substitute materials or equipment specified or to substitute subcontractors.

Date: _____

BY: _____
 Chair, Board of Supervisors
 of the County of Santa Barbara,
 State of California

CONTRACTOR

Union Asphalt, Inc. _____
 P.O. Box 1280 _____
 Santa Maria, CA 93456 _____

ATTEST:
 Michael F. Brown
 Clerk of the Board

BY: _____
 License No. 523019 _____
 IRS No. _____

BY: _____
 Deputy

Business Type Check Only One:

Corporation _____
 Partnership _____
 Sole Proprietorship _____

APPROVED AS TO FORM:
 Stephen Shane Stark
 County Counsel

BY: _____

APPROVED AS TO ACCOUNTING FORM:
 Robert W. Geis, C.P.A.
 Auditor-Controller

APPROVED AS TO FORM:
 John A. Forner
 Supervising Risk Analyst

BY: _____

BY: _____

Fiscal Responsibility _____

Dept.	Division	Subdivision	Program	Org Unit	Fund	Area	Account
063			1920		0052		8700

CERTIFICATE OF COMPLIANCE

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

Firm

By

Title

Date

CALIFORNIA LABOR CODE SECTION 1860 AND 1861 CERTIFICATION

In accordance with the provisions of Section 1860 and 1861 of the California Labor Code, every Contractor will be required to secure the payment of compensation of his employees. Each Contractor to whom a public works contract is awarded shall sign the following certification prior to performing the work of the contract:

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

Firm

By

Title

Date

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

UNLAWFUL DISCRIMINATION

The Board of Supervisors of the County of Santa Barbara do ordain as follows:

SECTION 1.

A new article is hereby added to Chapter 2 of the Santa Barbara Code reading as follows:

ARTICLE XIII. UNLAWFUL DISCRIMINATION, COUNTY CONTRACTS

Sec.2-94. Exceptions

The provisions of this article shall not apply to contracts or agreements for the acquisition, exchange or disposition of real property or interests therein, nor to contracts or agreements with the State of California, or its political subdivisions, or with the United States of America. (Ord. 2946, § 1)

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

The County of Santa Barbara reserves the right to terminate forthwith each and every written contract and agreement (except purchase orders) for goods and services entered into by the County of Santa Barbara or by its joint powers agencies or agents with the consent of the other parties (hereinafter called "contractor") including but not limited to concessions, franchises, construction agreements, leases, whether now in effect or hereinafter made if the county finds that the contractor is discriminating or has discriminated against any employee or applicant for employment in violation of any applicable state or federal laws, rules or regulations which may now or hereinafter specifically prohibit such discrimination on grounds as race, religion, sex, national origin, physical handicap when otherwise qualified, Vietnam era veteran/disabled, or age.

Such findings may only be made after Contractor has had a full and fair hearing on notice of thirty (30) days before an impartial hearing officer at which hearing Contractor may introduce evidence, produce witnesses and have the opportunity to cross-examine witnesses produced by the County. Further, any finding of discrimination must be fully supported by the facts developed at such hearing and set forth in a written opinion; and in addition, Contractor may move in the appropriate court of law for damages and/or to compel specific performance of a contract or agreement if any of the above procedures are not afforded the contractor. If Contractor is not found to have engaged in unlawful discriminatory practices, County shall pay all costs and expenses of such hearing, including reasonable attorneys' fees to Contractor in accordance with current Santa Barbara Superior Court schedule of attorneys' fees for civil trials. If Contractor is found to have engaged in such unlawful discriminatory employment practices, Contractor shall pay all costs, expenses and attorneys' fees.

Whether or not a contract or agreement is still in existence at the time of final determination of such unlawful discrimination, the contractor shall forthwith reimburse the county for all damages directly stemming from such discrimination; however, those damages shall not exceed and are not reimbursable in an amount which exceeds amounts paid to contractor under the terms of the contract or agreement.

Nothing in this section 2-95 shall directly or by interpretation give a private cause of action to any third party (not signatory to the contract or agreement) including employees past or present, or applicants for employment to contractor, it being the sole purpose of this clause to administratively assure compliance with the nondiscrimination clauses contained herein.

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

Contractor shall permit access at all reasonable times and places to all of its records of employment, advertising, application forms, tests and all other pertinent employment data and records, to the County of Santa Barbara, its officers, employees and agents for the purpose of investigation to ascertain if any unlawful discrimination as described herein has occurred or is being practiced, provided that such records are relevant to a complaint of an unlawful discriminatory practice which has been forwarded to contractor reasonably prior to the time contractor is asked to make such records available. In addition, all such records shall be deemed "Confidential" by the officers, employees and agents of the county. No records or copies of such records may be removed from the premises of

contractor and no disclosure, oral or written record, may be made to third parties except as provided within the agreement. Provided, however, that in the event of a hearing to determine whether or not contractor is engaging in unlawful discrimination in employment practices as defined herein, the board of supervisors of Santa Barbara County may issue subpoenas to require that certified copies of such records be made available at the hearing.

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

Sec. 2-95.5 Exceptions.

Notwithstanding any other provisions in this article, any party contracting with the County of Santa Barbara having an affirmative action program which has been approved within twelve (12) months from the date of the contract by an agency of the federal government shall be deemed to be in compliance with the provisions of this article upon furnishing documentary evidence of such approval satisfactory to the county affirmative action officer. Loss of such approval shall be immediately reported by such party to the county affirmative action officer.

Sec. 2-96 Purchase Orders.

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

"If complaint is made that seller is engaging in discriminatory employment practices made unlawful by applicable state and federal laws, rules or regulations, and the state Fair Employment Practice Commission or federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the County of Santa Barbara may forthwith terminate this order." (Ord. No. 2946, § 1)

Sec. 2-97. Affirmative Action Officer.

At the discretion of the county affirmative action officer, he or she shall promptly and thoroughly investigate, or cause to be investigated reports and complaints from whatever source, that any party contracting with the County of Santa Barbara is engaging, or during the term of a contract or agreement with the County of Santa Barbara has engaged, in any unlawful discriminatory employment practices as described in section 2-95 of this Code. If the investigation discloses reason to believe such unlawful discrimination does exist or has existed and the conditions giving rise thereto have not been changed so as to prevent further such unlawful discrimination, and the said party shall not forthwith terminate such unlawful discrimination, take all appropriate steps to prevent a recurrence of such or other unlawful practices, and compensate the person or persons unlawfully discriminated against for any and all loss incurred by reason of such unlawful discrimination, all to the satisfaction of the affirmative action officer, then the affirmative action officer shall cause the matter to be presented for action to the state Fair Employment Practices Commission or the federal Equal Employment Opportunities Commission, or both, and to any other concerned state or federal agencies or officers.

If and when it has been finally determined by the affirmative action officer, county counsel, or state or federal regulatory agencies that such unlawful discriminatory employment practice has in fact so occurred so are being carried on, then the affirmative action officer shall forthwith present the entire matter to the board of supervisors of the county, together with all damages, costs and expenses related thereto and incurred by county, for appropriate action by the board of supervisors in accord with the intent and purposes of this article and of the affirmative action program of the County of Santa Barbara. (Ord. No. 2946, § 1)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That the County of Santa Barbara of the State of California (hereinafter referred to as the County) and Union Asphalt, Inc (hereinafter referred to as Principal) have by written agreement dated _____, entered into a Contract identified as:

Project Title: APRON REHABILITATION, ACCESS ROAD RECONSTRUCTION, AND AIRFIELD SLURRY SEAL PROJECT AT SANTA YNEZ VALLEY AIRPORT IN SANTA BARBARA COUNTY, CALIFORNIA, FEDERAL PROJECT NO. AIP 3-06-0243-07, FEDERAL PROJECT NO. AIP 3-06-0243-08, FEDERAL PROJECT NO. AIP 3-06-0243-09, County Project No. 8550

(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 County 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 County in the amount of \$_____, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. Surety shall be and hereby warrants that it is listed in the Insurance Organizations Authorized By The Insurance Commissioner To Transact Business Of Insurance In The State Of California During 1995 (including changes effective January 1, 1996) published by the Department of Insurance, State of California or successor publications.

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 3181 of the California Civil Code, or amounts due under 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 to 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 3, Part 4, Title XV, Chapter 7 (commencing at Section 3247) 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 insure to the benefit of any and all persons, entities, companies and corporations named or referred to in Section 3181 of the California Civil Code, so as to give a right of action to them or their assign 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 Specifications.

In the event suit is brought upon this Bond by County and judgment is recovered, Surety shall pay all costs incurred by the County 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.

Principal

Surety

By _____

Signature of Attorney-in-fact

DATED: _____

Address

Surety's Agent for Service of Process (located within the State of California):

Name of Agent

Address

City, State & Zip

Telephone Number

FAX Number

NOTE: Signature of those executing for Surety must be properly acknowledged

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That the County of Santa Barbara of the State of California (hereinafter referred to as the County) and Union Asphalt, Inc. (hereinafter referred to as Principal) have by written agreement dated _____, entered into a Contract identified as:

Project Title: APRON REHABILITATION, ACCESS ROAD RECONSTRUCTION, AND AIRFIELD SLURRY SEAL PROEJCT AT SANTA YNEZ VALLEY AIRPORT IN SANTA BARBARA COUNTY, CALIFORNIA, FEDERAL PROJECT NO. AIP 3-06-0243-07, FEDERAL PROJECT NO. AIP 3-06-0243-08, FEDERAL PROJECT NO. AIP 3-06-0243-09, County Project No. 8550

(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 County in the amount of \$_____, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. Surety shall be and hereby warrants that it is listed in the Insurance Organizations Authorized By The Insurance Commissioner To Transact Business Of Insurance In The State Of California During 1995 (including changes effective January 1, 1996) published by the Department of Insurance, State of California or successor publications.

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 said Contract and any alteration thereof made as herein 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 County, 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, 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 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 County and judgment is recovered, Surety shall pay all costs incurred by the County 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.

Principal

Surety

By _____

Signature of Attorney-in-fact

DATED: _____

Address

Surety's Agent for Service of Process (located within the State of California):

Name of Agent

Address

City, State & Zip

Telephone Number

FAX Number

NOTE: Signature of those executing for Surety must be properly acknowledged



CERTIFICATE OF INSURANCE TRANSMITTAL FORM

FOR THE FOLLOWING DESCRIBED PROJECT:

APRON REHABILITATION, ACCESS ROAD RECONSTRUCTION, AND AIRFIELD SLURRY SEAL PROJECT AT SANTA YNEZ VALLEY AIRPORT IN SANTA BARBARA COUNTY, CALIFORNIA, FEDERAL PROJECT NO. AIP 3-06-0243-07, FEDERAL PROJECT NO. AIP 3-06-0243-08, FEDERAL PROJECT NO. AIP 3-06-0243-09, COUNTY PROJECT NO. 8550

CONTRACTOR:

Union Asphalt, Inc.
P.O. Box 1280
Santa Maria, CA 93456

The County of Santa Barbara must be named as an additional insured on all certificates. A copy of the endorsement evidencing that the County has been added to the policy must be attached to the certificate of insurance.

The following must also be listed as additional insured:

In addition to the above, the following information must appear on the certificates:

COUNTY PROJECT NO. 8550

This form must be attached to all insurance forms sent to the County of Santa Barbara, Department of General Services:

Authorized Insurance Company Representative's Signature

This form may be reproduced as required.