



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

**CONTRACT**

FOR

**CONSTRUCTION OF TIEBACK WALL AT 5 LOCATIONS  
ON GIBRALTAR ROAD NORTHERLY OF THE  
SANTA BARBARA CITY LIMIT  
FEMA LOCATION NO'S 1T38, 1T39, 1T44, 1T46, AND 1T48  
COUNTY PROJECT NO. 05STRM**

**DEPARTMENT OF PUBLIC WORKS**

**PHILLIP M. DEMERY  
DIRECTOR OF PUBLIC WORKS**

COUNTY OF SANTA BARBARA AGREEMENT FOR:



County Project No. 05STRM

Auditor - Controller Contract No. BC07-065

THIS AGREEMENT is made by and between the County of Santa Barbara a political subdivision of the State of California, hereinafter called **COUNTY**, and **GRANITE CONSTRUCTION COMPANY** 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 dated July 1999, the State of California, Department of Transportation Standard Plans dated July 1999, 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 Public Works Office of the COUNTY and have been and will be made available to the CONTRACTOR during the term of this Agreement.

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

**COUNTY OF SANTA BARBARA; NOTICE TO CONTRACTORS AND SPECIAL PROVISIONS FOR CONSTRUCTION OF TIEBACK WALL AT 5 LOCATIONS ON GIBRALTAR ROAD NORTHERLY OF THE SANTA BARBARA CITY LIMIT FEMA LOCATION NO'S 1T38, 1T39, 1T44, 1T46, AND 1T48**

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

**COUNTY OF SANTA BARBARA; STATE OF CALIFORNIA; DEPARTMENT OF PUBLIC WORKS; PLANS FOR THE CONSTRUCTION OF TIEBACK WALL AT 5 LOCATIONS ON GIBRALTAR ROAD NORTHERLY OF THE SANTA BARBARA CITY LIMIT FEMA LOCATION NO'S 1T38, 1T39, 1T44, 1T46, AND 1T48**

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

3. **EXTRA WORK.** Extra work, materials, resolution of disputes, corrections, and/or changes to the specifications as are required for the proper completion of the work or the improvement contemplated may be authorized and agreement made for compensation at the same rate per unit (or at a corresponding rate for work that is different from that provided for in the Contract Documents) by the Engineer, if compensation is not in excess of 10% of the original base agreement amount or \$25,000, or \$25,000 + 5% of the amount of the bid in excess of \$250,000, the total of changes are 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 Public Works or the Director's authorized representative.

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

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

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

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 by DECEMBER 26, 2006. The CONTRACTOR shall begin work as soon as practicable after execution of this Agreement by both the CONTRACTOR and the COUNTY, and in no event shall work begin later than SEPTEMBER 18, 2006. CONTRACTOR acknowledges the provision of this Agreement regarding liability for liquidated damages in the event CONTRACTOR fails to perform the work before the completion date in this paragraph. The above beginning and ending dates equate to 70 working days.

**12. WORKERS' COMPENSATION INSURANCE.** CONTRACTOR certifies as to knowledge of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code. Contractor will comply with such provisions before commencing the performance of the work of this Contract.

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

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

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

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

**17. SUPPLEMENTAL WORK.** Supplemental work necessary for traffic control, public safety and convenience and as required for the proper completion of the work in the amount of \$86,000.00 shall be set aside and designated for this use in accordance with the Notice to Contractors, Special Provisions, and Proposal, and Specifications of this project.

**18. PAYMENT.** As full compensation for furnishing all labor, supervision, overhead, materials and equipment and for doing all the work completed and embraced in this Agreement and subject to adjustments and liquidated

damages, if any, as provided in the Contract Documents, the base amount to be paid to the CONTRACTOR for satisfactory completion of all requirements of the Contractor under this Agreement including Section 17 Supplemental Work of this agreement is and shall be; ONE MILLION SIX HUNDRED NINETY TWO THOUSAND, SEVEN HUNDRED EIGHTY ONE DOLLARS AND NO CENTS (\$1,692,781.00), to be paid as provided in the Contract Documents dated AUGUST 2, 2006, and as shown on the Engineer's Estimate below. The CONTRACTOR assumes and will provide against any and all loss or damage arising out of the nature of the work undertaken, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the COUNTY, and assumes any and all expenses incurred by or in consequence of suspension or discontinuance of the work, for well and faithfully completing the work and the whole thereof, in the manner and according to the plans, specifications and Contract, and the requirements of the Engineer under them, to wit:

**CONTRACTOR'S UNIT BASED PRICES 05STRM**

Item	Item Code	Description	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Item Total (In Figures)
<b>LOCATION NO. 1T38</b>						
1	120090(S)	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	LUMP SUM	7,500.00
2	120100(S)	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM	LUMP SUM	44,028.00
3	120149(S)	TEMPORARY PAVEMENT MARKING (PAINT)	SF	64	6.00	384.00
4	129000 (S)	TEMPORARY RAIL (TYPE K)	LF	100	70.00	7,000.00
5	160101	CLEARING AND GRUBBING	LS	LUMP SUM	LUMP SUM	15,000.00
6	190101	ROADWAY EXCAVATION	CY	40	210.00	8,400.00
7	192049 (F)	STRUCTURE EXCAVATION (SOLDIER PILE WALL)	CY	59	200.00	11,800.00
8	193029 (F)	STRUCTURE BACKFILL (SOLDIER PILE WALL)	CY	91	225.00	20,475.00
9	193117 (F)	CLASS 3 CONCRETE BACKFILL	CY	8	950.00	7,600.00
10	193119	LEAN CONCRETE BACKFILL	CY	16	665.00	10,640.00
11	203001 (S)	EROSION CONTROL (BLANKET)	SY	27	17.00	459.00
12	203016 (S)	EROSION CONTROL (TYPE D)	SY	102	9.00	918.00
13	203021 (S)	FIBER ROLLS	LF	35	8.00	280.00
14	390103	ASPHALT CONCRETE (TYPE B)	TON	82	178.00	14,596.00
15	394044	PLACE ASPHALT CONCRETE DIKE (TYPE C)	LF	72	20.00	1,440.00
16	394049	PLACE ASPHALT CONCRETE DIKE (TYPE F)	LF	63	20.00	1,260.00
17	490635 (S)	30" DIAMETER DRILLED HOLE	LF	124	150.00	18,600.00
18	500050 (S)	TIEBACK ANCHOR	EA	27	3,500.00	94,500.00
19	500055 (S)	STEEL SOLDIER PILE (HP10X42)	LF	200	70.00	14,000.00
20	575004	TREATED TIMBER LAGGING	BF	5,632	4.00	22,528.00
21	590115 (S)	CLEAN & PAINT STRUCTURAL STEEL	LS	LUMP SUM	LUMP SUM	2,800.00
22	750001 (S-F)	MISCELLANEOUS IRON AND STEEL	LB	13,600	2.25	30,600.00
23	832003 (S)	MBGR (WOOD POST)	LF	63	50.00	3,150.00
24	839521 (S-F)	CABLE RAILING	LF	56	35.00	1,960.00
25	839559 (S)	TERMINAL SYSTEM (TYPE ET PLUS) (TL-2)	EA	2	3,600.00	7,200.00
<b>CONTRACTOR'S BID ITEMS (SUBTOTAL)</b>						<b>347,118.00</b>
SUPPLEMENTAL ITEMS OF WORK						
26	966023	SUPPLEMENTAL WORK (RIGHT OF WAY OBLIGATIONS)	LS	LUMP SUM	LUMP SUM	<b>\$6,500.00</b>

27	966024	SUPPLEMENTAL WORK (ENVIRONMENTAL OBLIGATIONS)	LS	LUMP SUM	LUMP SUM	\$1,000.00
28	966070	SUPPLEMENTAL WORK (PUBLIC CONVENIENCE AND SAFETY, COUNTY PORTION)	LS	LUMP SUM	LUMP SUM	\$7,500.00
29	966080	SUPPLEMENTAL FUNDS (ASPHALT PRICE INDEX FLUCTUATIONS)	LS	LUMP SUM	LUMP SUM	\$1,000.00
30	966075	SUPPLEMENTAL WORK (PORTABLE CHANGEABLE MESSAGE SIGN)	LS	LUMP SUM	LUMP SUM	\$5,000.00
<b>SUPPLEMENTAL BID ITEMS (SUBTOTAL)</b>						<b>\$21,000.00</b>
<b>LOCATION NO 1T38</b>						<b>368,118.00</b>
<b>BID ITEMS AND SUPPLEMENTAL ITEMS TOTAL</b>						

Item	Item Code	Description	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Item Total (In Figures)
<b>LOCATION NO. 1T39</b>						
31	120090(S)	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	LUMP SUM	7,500.00
32	120100(S)	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM	LUMP SUM	36,500.00
33	120149(S)	TEMPORARY PAVEMENT MARKING (PAINT)	SF	64	6.00	384.00
34	129000 (S)	TEMPORARY RAIL (TYPE K)	LF	120	70.00	8,400.00
35	160101	CLEARING AND GRUBBING	LS	LUMP SUM	LUMP SUM	20,000.00
36	190101	ROADWAY EXCAVATION	CY	42	210.00	8,820.00
37	192049 (F)	STRUCTURE EXCAVATION (SOLDIER PILE WALL)	CY	107	200.00	21,400.00
38	193029 (F)	STURCTURE BACKFILL (SOLDIER PILE WALL)	CY	77	225.00	17,325.00
39	193117 (F)	CLASS 3 CONCRETE BACKFILL	CY	10	950.00	9,500.00
40	193119	LEAN CONCRETE BACKFILL	CY	14	665.00	9,310.00
41	203001 (S)	EROSION CONTROL (BLANKET)	SY	53	17.00	901.00
42	203016 (S)	EROSION CONTROL (TYPE D)	SY	160	9.00	1,440.00
43	203021 (S)	FIBER ROLLS	LF	90	8.00	720.00
44	390103	ASPHALT CONCRETE (TYPE B)	TON	88	178.00	15,664.00
45	394044	PLACE ASPHALT CONCRETE DIKE (TYPE C)	LF	72	20.00	1,440.00
46	394049	PLACE ASPHALT CONCRETE DIKE (TYPE F)	LF	82	20.00	1,640.00
47	490635 (S)	30" DIAMETER DRILLED HOLE	LF	133	150.00	19,950.00
48	500050 (S)	TIEBACK ANCHOR	EA	18	3,500.00	63,000.00
49	500055 (S)	STEEL SOLDIER PILE (HP10X42)	LF	220	70.00	15,400.00
50	575004	TREATED TIMBER LAGGING	BF	4,704	4.00	18,816.00
51	590115 (S)	CLEAN & PAINT STRUCTURAL STEEL	LS	LUMP SUM	LUMP SUM	2,800.00
52	665023	24" CORRUGATED STEEL PIPE (.079" THICK)	LF	75	365.00	27,375.00

53	750001 (S-F)	MISCELLANEOUS IRON AND STEEL	LB	14,180	2.25	31,905.00
54	832003 (S)	MBGR (WOOD POST)	LF	82	50.00	4,100.00
55	839521 (S-F)	CABLE RAILING	LF	80	35.00	2,800.00
56	839559 (S)	TERMINAL SYSTEM (TYPE ET PLUS) (TL-2)	EA	2	3,600.00	7,200.00
<b>CONTRACTOR'S BID ITEMS (SUBTOTAL)</b>						<b>354,290.00</b>
SUPPLEMENTAL ITEMS OF WORK						
57	966023	SUPPLEMENTAL WORK (RIGHT OF WAY OBLIGATIONS)	LS	LUMP SUM	LUMP SUM	<b>\$1,500.00</b>
58	966024	SUPPLEMENTAL WORK (ENVIRONMENTAL OBLIGATIONS)	LS	LUMP SUM	LUMP SUM	<b>\$2,000.00</b>
59	966070	SUPPLEMENTAL WORK (PUBLIC CONVENIENCE AND SAFETY, COUNTY PORTION)	LS	LUMP SUM	LUMP SUM	<b>\$7,500.00</b>
60	966080	SUPPLEMENTAL FUNDS (ASPHALT PRICE INDEX FLUCTUATIONS)	LS	LUMP SUM	LUMP SUM	<b>\$1,000.00</b>
61	966075	SUPPLEMENTAL WORK (PORTABLE CHANGEABLE MESSAGE SIGN)	LS	LUMP SUM	LUMP SUM	<b>\$5,000.00</b>
<b>SUPPLEMENTAL BID ITEMS (SUBTOTAL)</b>						<b>\$17,000.00</b>
<b>LOCATION NO 1T39</b>						<b>371,290.00</b>
<b>BID ITEMS AND SUPPLEMENTAL ITEMS TOTAL</b>						

Item	Item Code	Description	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Item Total (In Figures)
<b>LOCATION NO. 1T44</b>						
62	120090(S)	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	LUMP SUM	7,500.00
63	120100(S)	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM	LUMP SUM	33,324.00
64	120149(S)	TEMPORARY PAVEMENT MARKING (PAINT)	SF	64	6.00	384.00
65	129000 (S)	TEMPORARY RAIL (TYPE K)	LF	120	70.00	8,400.00
66	160101	CLEARING AND GRUBBING	LS	LUMP SUM	LUMP SUM	20,000.00
67	190101	ROADWAY EXCAVATION	CY	53	210.00	11,130.00
68	192049 (F)	STRUCTURE EXCAVATION (SOLDIER PILE WALL)	CY	96	200.00	19,200.00
69	193029 (F)	STURCTURE BACKFILL (SOLDIER PILE WALL)	CY	96	225.00	21,600.00
70	193117 (F)	CLASS 3 CONCRETE BACKFILL	CY	10	950.00	9,500.00
71	193119	LEAN CONCRETE BACKFILL	CY	16	665.00	10,640.00
72	203001 (S)	EROSION CONTROL (BLANKET)	SY	29	17.00	493.00
73	203016 (S)	EROSION CONTROL (TYPE D)	SY	128	9.00	1,152.00



74	203021 (S)	FIBER ROLLS	LF	40	8.00	320.00
75	390103	ASPHALT CONCRETE (TYPE B)	TON	115	178.00	20,470.00
76	394044	PLACE ASPHALT CONCRETE DIKE (TYPE C)	LF	72	20.00	1,440.00
77	394049	PLACE ASPHALT CONCRETE DIKE (TYPE F)	LF	88	20.00	1,760.00
78	490635 (S)	30" DIAMETER DRILLED HOLE	LF	140	150.00	21,000.00
79	500050 (S)	TIEBACK ANCHOR	EA	17	3,500.00	59,500.00
80	500055 (S)	STEEL SOLDIER PILE (HP10X42)	LF	220	70.00	15,400.00
81	575004	TREATED TIMBER LAGGING	BF	1,776	4.00	7,104.00
82	590115 (S)	CLEAN & PAINT STRUCTURAL STEEL	LS	LUMP SUM	LUMP SUM	2,800.00
83	750001 (S-F)	MISCELLANEOUS IRON AND STEEL	LB	3,938	2.25	8,860.50
84	832003 (S)	MBGR (WOOD POST)	LF	50	50.00	2,500.00
85	839521 (S-F)	CABLE RAILING	LF	48	35.00	1,680.00
86	839559 (S)	TERMINAL SYSTEM (TYPE ET PLUS) (TL-2)	EA	2	3,600.00	7,200.00
<b>CONTRACTOR'S BID ITEMS (SUBTOTAL)</b>						<b>293,358.00</b>
SUPPLEMENTAL ITEMS OF WORK						
87	966023	SUPPLEMENTAL WORK (RIGHT OF WAY OBLIGATIONS)	LS	LUMP SUM	LUMP SUM	<b>\$1,500.00</b>
88	966024	SUPPLEMENTAL WORK (ENVIRONMENTAL OBLIGATIONS)	LS	LUMP SUM	LUMP SUM	<b>\$1,000.00</b>
89	966070	SUPPLEMENTAL WORK (PUBLIC CONVENIENCE AND SAFETY, COUNTY PORTION)	LS	LUMP SUM	LUMP SUM	<b>\$7,500.00</b>
90	966080	SUPPLEMENTAL FUNDS (ASPHALT PRICE INDEX FLUCTUATIONS)	LS	LUMP SUM	LUMP SUM	<b>\$1,000.00</b>
91	966075	SUPPLEMENTAL WORK (PORTABLE CHANGEABLE MESSAGE SIGN)	LS	LUMP SUM	LUMP SUM	<b>\$5,000.00</b>
<b>SUPPLEMENTAL BID ITEMS (SUBTOTAL)</b>						<b>\$16,000.00</b>
<b>LOCATION NO 1T44</b>						<b>309,358.00</b>
<b>BID ITEMS AND SUPPLEMENTAL ITEMS TOTAL</b>						

Item	Item Code	Description	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Item Total (In Figures)
<b>LOCATION NO. 1T46</b>						
92	120090(S)	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	LUMP SUM	7,500.00
93	120100(S)	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM	LUMP SUM	36,800.00
94	120149(S)	TEMPORARY PAVEMENT MARKING (PAINT)	SF	64	6.00	384.00

95	129000 (S)	TEMPORARY RAIL (TYPE K)	LF	120	70.00	8,400.00
96	160101	CLEARING AND GRUBBING	LS	LUMP SUM	LUMP SUM	20,000.00
97	190101	ROADWAY EXCAVATION	CY	56	210.00	11,760.00
98	192049 (F)	STRUCTURE EXCAVATION (SOLDIER PILE WALL)	CY	78	200.00	15,600.00
99	193029 (F)	STURCTURE BACKFILL (SOLDIER PILE WALL)	CY	123	225.00	27,675.00
100	193117 (F)	CLASS 3 CONCRETE BACKFILL	CY	11	950.00	10,450.00
101	193119	LEAN CONCRETE BACKFILL	CY	16	665.00	10,640.00
102	203001 (S)	EROSION CONTROL (BLANKET)	SY	38	17.00	646.00
103	203016 (S)	EROSION CONTROL (TYPE D)	SY	122	9.00	1,098.00
104	203021 (S)	FIBER ROLLS	LF	68	8.00	544.00
105	390103	ASPHALT CONCRETE (TYPE B)	TON	120	178.00	21,360.00
106	394044	PLACE ASPHALT CONCRETE DIKE (TYPE C)	LF	72	20.00	1,440.00
107	394049	PLACE ASPHALT CONCRETE DIKE (TYPE F)	LF	106	20.00	2,120.00
108	490635 (S)	30" DIAMETER DRILLED HOLE	LF	140	150.00	21,000.00
109	500050 (S)	TIEBACK ANCHOR	EA	20	3,500.00	70,000.00
110	500055 (S)	STEEL SÖLDIER PILE (HP10X42)	LF	240	70.00	16,800.00
111	575004	TREATED TIMBER LAGGING	BF	5,136	4.00	20,544.00
112	590115 (S)	CLEAN & PAINT STRUCTURAL STEEL	LS	LUMP SUM	LUMP SUM	2,800.00
113	750001 (S-F)	MISCELLANEOUS IRON AND STEEL	LB	15,800	2.25	35,550.00
114	832003 (S)	MBGR (WOOD POST)	LF	106	50.00	5,300.00
115	839521 (S-F)	CABLE RAILING	LF	88	35.00	3,080.00
116	839559 (S)	TERMINAL SYSTEM (TYPE ET PLUS) (TL-2)	EA	2	3,600.00	7,200.00
<b>CONTRACTOR'S BID ITEMS (SUBTOTAL)</b>						<b>358,691.00</b>
SUPPLEMENTAL ITEMS OF WORK						
117	966023	SUPPLEMENTAL WORK (RIGHT OF WAY OBLI-GATIONS)	LS	LUMP SUM	LUMP SUM	<b>\$1,500.00</b>
118	966024	SUPPLEMENTAL WORK (ENVIRONMENTAL OBLIGATIONS)	LS	LUMP SUM	LUMP SUM	<b>\$1,000.00</b>
119	966070	SUPPLEMENTAL WORK (PUBLIC CONVENIENCE AND SAFETY, COUNTY PORTION)	LS	LUMP SUM	LUMP SUM	<b>\$7,500.00</b>
120	966080	SUPPLEMENTAL FUNDS (ASPHALT PRICE INDEX FLUCTUATIONS)	LS	LUMP SUM	LUMP SUM	<b>\$1,000.00</b>
121	966075	SUPPLEMENTAL WORK (PORTABLE CHANGEABLE MESSAGE SIGN)	LS	LUMP SUM	LUMP SUM	<b>\$5,000.00</b>
<b>SUPPLEMENTAL BID ITEMS (SUBTOTAL)</b>						<b>\$16,000.00</b>
<b>LOCATION NO 1T46</b>						<b>374,691.00</b>

<b>BID ITEMS AND SUPPLEMENTAL ITEMS TOTAL</b>						
<b>Item</b>	<b>Item Code</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Estimated Quantity</b>	<b>Unit Price (In Figures)</b>	<b>Item Total (In Figures)</b>
<b>LOCATION NO. 1T48</b>						
122	120090(S)	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	LUMP SUM	7,500.00
123	120100(S)	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM	LUMP SUM	31,000.00
124	120149(S)	TEMPORARY PAVEMENT MARKING (PAINT)	SF	64	6.00	384.00
125	129000 (S)	TEMPORARY RAIL (TYPE K)	LF	100	70.00	7,000.00
126	160101	CLEARING AND GRUBBING	LS	LUMP SUM	LUMP SUM	20,000.00
127	190101	ROADWAY EXCAVATION	CY	51	210.00	10,710.00
128	192049 (F)	STRUCTURE EXCAVATION (SOLDIER PILE WALL)	CY	51	200.00	10,200.00
129	193029 (F)	STURCTURE BACKFILL (SOLDIER PILE WALL)	CY	63	225.00	14,175.00
130	193117 (F)	CLASS 3 CONCRETE BACKFILL	CY	8	950.00	7,600.00
131	193119	LEAN CONCRETE BACKFILL	CY	12	665.00	7,980.00
132	203001 (S)	EROSION CONTROL (BLANKET)	SY	19	17.00	323.00
133	203016 (S)	EROSION CONTROL (TYPE D)	SY	109	9.00	981.00
134	203021 (S)	FIBER ROLLS	LF	25	8.00	200.00
135	390103	ASPHALT CONCRETE (TYPE B)	TON	82	178.00	14,596.00
136	394044	PLACE ASPHALT CONCRETE DIKE (TYPE C)	LF	72	20.00	1,440.00
137	394049	PLACE ASPHALT CONCRETE DIKE (TYPE F)	LF	63	20.00	1,260.00
138	490635 (S)	30" DIAMETER DRILLED HOLE	LF	106	150.00	15,900.00
139	500050 (S)	TIEBACK ANCHOR	EA	12	3,500.00	42,000.00
140	500055 (S)	STEEL SOLDIER PILE (HP8X36)	LF	160	70.00	11,200.00
141	575004	TREATED TIMBER LAGGING	BF	3,120	4.00	12,480.00
142	590115 (S)	CLEAN & PAINT STRUCTURAL STEEL	LS	LUMP SUM	LUMP SUM	2,800.00
143	750001 (S-F)	MISCELLANEOUS IRON AND STEEL	LB	9,460	2.25	21,285.00
144	832003 (S)	MBGR (WOOD POST)	LF	63	50.00	3,150.00
145	839521 (S-F)	CABLE RAILING	LF	56	35.00	1,960.00
146	839559 (S)	TERMINAL SYSTEM (TYPE ET PLUS) (TL-2)	EA	2	3,600.00	7,200.00
<b>CONTRACTOR'S BID ITEMS (SUBTOTAL)</b>						<b>253,324.00</b>
<b>SUPPLEMENTAL ITEMS OF WORK</b>						
147	966023	SUPPLEMENTAL WORK (RIGHT OF WAY OBLIGATIONS)	LS	LUMP SUM	LUMP SUM	<b>\$1,500.00</b>

148	966024	SUPPLEMENTAL WORK (ENVIRONMENTAL OBLIGATIONS)	LS	LUMP SUM	LUMP SUM	\$1,000.00
149	966070	SUPPLEMENTAL WORK (PUBLIC CONVENIENCE AND SAFETY, COUNTY PORTION)	LS	LUMP SUM	LUMP SUM	\$7,500.00
150	966080	SUPPLEMENTAL FUNDS (ASPHALT PRICE INDEX FLUCTUATIONS)	LS	LUMP SUM	LUMP SUM	\$1,000.00
151	966075	SUPPLEMENTAL WORK (PORTABLE CHANGEABLE MESSAGE SIGN)	LS	LUMP SUM	LUMP SUM	\$5,000.00
<b>SUPPLEMENTAL BID ITEMS (SUBTOTAL)</b>						<b>\$16,000.00</b>
<b>LOCATION NO 1T48</b>						<b>269,324.00</b>
<b>BID ITEMS AND SUPPLEMENTAL ITEMS TOTAL</b>						

**ENGINEER'S ESTIMATE TOTALS BY AREA**

<b>LOCATION NO 1T38</b>	
<b>BID ITEMS AND SUPPLEMENTAL ITEMS TOTAL</b>	<b>368,118.00</b>
<b>LOCATION NO 1T39</b>	
<b>BID ITEMS AND SUPPLEMENTAL ITEMS TOTAL</b>	<b>371,290.00</b>
<b>LOCATION NO 1T44</b>	
<b>BID ITEMS AND SUPPLEMENTAL ITEMS TOTAL</b>	<b>309,358.00</b>
<b>LOCATION NO 1T46</b>	
<b>BID ITEMS AND SUPPLEMENTAL ITEMS TOTAL</b>	<b>374,691.00</b>
<b>LOCATION NO 1T48</b>	
<b>BID ITEMS AND SUPPLEMENTAL ITEMS TOTAL</b>	<b>269,324.00</b>
<b>COMBINED TOTAL OF ABOVE WORK LOCATIONS</b>	<b>1,692,781.00</b>

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: 1st Sept. 06

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

CONTRACTOR

GRANITE CONSTRUCTION COMPANY

PO BOX 50085

WATSONVILLE, CA 95077

ATTEST:  
 Michael F. Brown  
 Clerk of the Board

BY: *R.C. Allbritton*  
 R.C. Allbritton, Vice President  
 License No. 89 (A)

BY: *Robert Cohen*  
 Deputy

IRS No. 94-0519552

Business Type Check Only One:

Corporation

Partnership

Sole Proprietorship

APPROVED AS TO FORM:

Stephen Shane Stark  
 County Counsel

BY: *[Signature]*

APPROVED AS TO ACCOUNTING FORM:

Robert W. Geis, C.P.A.  
 Auditor-Controller

BY: *[Signature]*

APPROVED AS TO FORM:

Ray Aromatorio  
 Risk Program Administrator

By: *[Signature]*

Fiscal Responsibility \_\_\_\_\_

Dept.	Division	Subdivision	Program	Org Unit	Fund	Account	Area
054	02	05	2900	0001	0015	7510	1T38,1T39,1T44,1T46,1T48

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

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency:

Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years:

Does not have a proposed debarment pending; and

Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years

If there are any exceptions to this certification, insert the exception, in the following space.

None .

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. N/A

Company: GRANITE CONSTRUCTION COMPANY

By: \_\_\_\_\_

Title: R.C. Allbritton, Vice President

Date: 08/23/2006

**Note:** Providing false information may result in criminal prosecution or administrative sanctions.  
(Please return this completed form with your Agreement, Bonds and Certificates of Insurance)

**CERTIFICATE OF COMPLIANCE**

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

GRANITE CONSTRUCTION COMPANY

Firm

BY: 

By

R.C. Allbritton, Vice President

Title

08/23/2006

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."

GRANITE CONSTRUCTION COMPANY

Firm

BY: 

By

R.C. Allbritton, Vice President

Title

08/23/2006

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)