



DRAFT COPY

Do Not Execute

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

CONTRACT
FOR

**PLANS FOR THE CONSTRUCTION OF
WATER SYSTEM IMPROVEMENTS
AT THE CLOSED BALLARD CANYON LANDFILL**

COUNTY PROJECT NO. 828355

DEPARTMENT OF PUBLIC WORKS

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

CONTRACTOR'S UNIT BASED PRICES 828355

Item	Item Code	Description	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Item Total (In Figures)
	1	Mobilization, Demobilization and Clean Up	LS	LUMP SUM	\$3,924.11	\$3,924.11
	2	Trench Safety and OSHA Compliance	LS	LUMP SUM	\$1,725.00	\$1,725.00
	3	Traffic Control	LS	LUMP SUM	\$12,650.00	\$12,650.00
	4	Storm Water Pollution Prevention Plan (SWPPP)	LS	LUMP SUM	\$2,243.00	\$2,243.00
	5	8" Water Pipeline	LF	3,863	\$39.13	\$151,159.19
	6	6" Water Pipeline	LF	85	\$108.80	\$924.80
	7	Connection at Well Facility Station 1+00	LS	LUMP SUM	\$2,986.00	\$2,986.00
	8	Connection at 39+62.61	LS	LUMP SUM	\$4,135.00	\$4,135.00
	9	Connection at 6" pipeline per Detail "B "	LS	LUMP SUM	\$5,971.00	\$5,971.00
	10	Hydropneumatic Tank Connection and Above Ground Piping per Detail "K	LS	LUMP SUM	\$7,351.00	\$7,351.00
	11	6" Gate Valves	EA	2	\$1,251.00	\$2,502.00
	12	4" Gate Valves	EA	2	\$1,178.00	\$2,356.00
	13	Air/Vacuum Relief Assembly with Steel Ballard Posts	EA	5	\$3,975.00	\$19,875.00
	14	AC Pavement & Berm Replacement	LF	3,805	\$29.98	\$114,073.90
CONTRACTOR'S BID ITEMS (SUBTOTAL)						\$340,199.20
		SUPPLEMENTAL ITEMS OF WORK				
						0.00
SUPPLEMENTAL BID ITEMS (SUBTOTAL)						0.00
BID ITEMS AND SUPPLEMENTAL ITEMS TOTAL						\$340,199.20

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: DO NOT EXECUTE THIS DRAFT COPY
 Salud Carbajal
 Chair, Board of Supervisors
 of the County of Santa Barbara,
 State of California

CONTRACTOR

DOTZLER CONSTRUCTION, INC.

PO BOX 824

LOMPOC, CA 93438

ATTEST:
 Michael F. Brown
 Clerk of the Board

BY: _____
 License No. 835404

 IRS No. 84-1644908

BY: _____
 Deputy

Business Type Check Only One:

Corporation _____
 Partnership _____
 Sole Proprietorship _____

APPROVED AS TO FORM:
 Daniel J. Wallace,
 Interim County Counsel

BY: _____
 Deputy County Counsel

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

APPROVED AS TO FORM:
 Ray Aromatorio
 Risk Program Administrator

BY: _____

By: _____

Fiscal Responsibility _____

Dept.	Division	Subdivision	Program	Org Unit	Fund	Account	Area
054			1700		1930	8200	

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 of have contracts for goods or services with the county shall be notified that this chapter applies to their contract or agreement with the County of Santa Barbara. (Ord. No. 2946, § 1; Ord. No. 2993, § 1; Ord. No. 3018, § 1)

Sec. 2-95.5 Exceptions.

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

Sec. 2-96 Purchase Orders.

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

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

Sec. 2-97. Affirmative Action Officer.

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

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

CONTRACTOR'S NAME Dotzler Constuction Inc.

BID AMOUNT \$340,199²⁰



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

**PROPOSAL
AND
CONTRACT (EXAMPLE)
PLANS FOR THE CONSTRUCTION OF
WATER SYSTEM IMPROVEMENTS
AT THE CLOSED BALLARD CANYON LANDFILL**

COUNTY PROJECT NO. 828355

BID OPENING LOCATION:

Department of Public Works
Attention: Front Counter
123 East Anapamu Street, Santa Barbara, California 93101-2065
620 West Foster Road, Santa Maria CA 93455

**BIDS OPEN: 2:00 P.M.
THURSDAY, MAY 22, 2008**

DEPARTMENT OF PUBLIC WORKS

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

May 16, 2008



ADDENDUM NO. 1 TO THE NOTICE TO CONTRACTORS AND SPECIAL PROVISIONS, PROPOSAL AND CONTRACT (EXAMPLE) FOR:

The Contractor's attention is directed to the information presented below and to the attached pages that contain modifications to the Notice to Contractors, Special Provisions (Book), Proposal and Contract (Example) (Book) and Plans and Drawings to clarify the information presented, provide additional information or provide changes to the design. The following paragraphs describe the modifications to the Contract Documents (*Notice to Contractors, and Special Provisions and/or Proposal and Contract (Example), and/or the*

Plans).

TO ALL BIDDERS:

SECTION 10-2.03 OF THE NOTICE TO CONTRACTORS AND SPECIAL PROVISIONS

The Contractor may dispose of unused trench spoil that is free of demolished pavement or rocks in excess of 6-inches in diameter at County owned property located at 942 Ballard Canyon Road (APN 137-710-016). Said property is the site where the Project water system hydropneumatic tank is located. The limits of the fill placement shall be as directed by the County and all fill material shall be compacted to 90% of maximum density.


PROPOSAL AND CONTRACT (EXAMPLE)

The Bid Opening has been delayed until 2:00 pm, Thursday, May 29, 2008. Item No. 4 on the Engineer's Estimate form, Construction Surveying, shall be deleted. Construction surveying services shall be provided by the County.

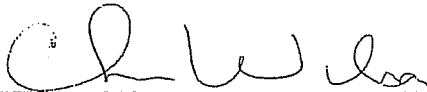
DETAIL C ON SHEET 7 OF THE PLANS

The thickness of asphalt pavement trench resurfacing shall be 6-inches.


ATTACH THIS ADDENDUM TO THE BACK OF THE FRONT COVER OF THE PROPOSAL AND CONTRACT (EXAMPLE) BOOK

Prepared By: 
Ronald N. Sickafoose, P.E.

5-19-08
Date

Reviewed By: 

5/16/08
Date

Checked By: 

5.19.2008
Date

PROPOSAL
TO THE HONORABLE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA
COUNTY PROJECT NO. 828355

The work for which this proposal is submitted is for construction in accordance with the Special Provisions (including the payment of not less than the State general prevailing wage rates or the Federal minimum wage rates when set forth herein), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in accordance with the State of California, Department of Transportation Standard Specifications dated May 2006, the State of California, Department of Transportation Standard Plans dated May 2006, 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.

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

**COUNTY OF SANTA BARBARA; NOTICE TO CONTRACTORS AND SPECIAL PROVISIONS
FOR PLANS FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS AT THE
CLOSED BALLARD CANYON LANDFILL**

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 WATER SYSTEM IMPROVEMENTS AT
THE CLOSED BALLARD CANYON LANDFILL PROJECT NO. 828355**

Bid are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The Bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided below in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item. The price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or the total whichever most closely approximates percentage-wise the unit price or item total in the Department's Final Estimate of cost.

It is understood that Owner reserves the right to reject the proposal and that it shall remain open and not withdrawn for a period of 65 calendar days from the date prescribed for its opening.

Attached hereto and incorporated herein is the complete and entire list of subcontractors to be employed by the undersigned in the performance of the work.

It is understood and agreed that if written notice of the acceptance of this proposal is mailed or delivered personally to the undersigned bidder within 65 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 3247 through 3252 and Performance Bond as required under the provisions of the California Government Code and/or California Contract Code all within 8 days, not including Saturdays, Sundays and legal holidays after personal delivery or deposit in the mails, as the case may be, of the notification of award. The work under the contract shall be commenced by the undersigned bidder on the date stated in the County's Notice to Proceed and shall be completed within **SIXTY (60) WORKING days** thereafter.

Notice of acceptance or request for additional information may be addressed to the undersigned bidder at the business address set forth below.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the Department of Transportation, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the Department

that the contract has been awarded, the Department of Transportation may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall become the property of the County of Santa Barbara.

The undersigned, as bidder, declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the annexed proposal form of Contract and the plans therein referred to, having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and costs of the Work at the place where the Work is to be done, and he hereby proposes and agrees, if this proposal is accepted, that he will contract with the Board of Supervisors of the County of Santa Barbara, in the form of the copy of the Contract annexed hereto, to provide all necessary labor, machinery, tools, apparatus, other equipment needed, and other means of construction, expendable equipment, utility and transportation services necessary, and to do all the work and furnish all the materials specified in the Contract, in the manner and the time therein prescribed, and in accordance with the requirements of the Director of Public Works as herein set forth, and that he will take in full payment therefor the following unit prices to wit:

CONTRACTOR'S UNIT BASED PRICES 828355

Item	Item Code	Description	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Item Total (In Figures)
	1	Mobilization, Demobilization and Clean Up	LS	1	3924.11	3924.11
	2	Trench Safety and OSHA Compliance	LS	1	1725-	1725.-
	3	Traffic Control	LS	1	12650-	12,650.-
	4	Storm Water Pollution Prevention Plan (SWPPP)	LS	1	2243-	2243-
	5	8" Water Pipeline	LF	3,863	39.13	151,159.19
	6	6" Water Pipeline	LF	85	108.80	9248.-
	7	Connection at Well Facility Station 1+00	LS	1	2986-	2986-
	8	Connection at 39+62.61	LS	1	4135-	4135-
	9	Connection at 6" pipeline per Detail "B "	LS	1	5971-	5971-
	10	Hydropneumatic Tank Connection and Above Ground Piping per Detail "K	LS	1	7351-	7351.-
	11	6" Gate Valves	EA	2	1251-	2502.-
	12	4" Gate Valves	EA	2	1178-	2356.-
	13	Air/Vacuum Relief Assembly with Steel Ballard Posts	EA	5	3975-	19875.-
	14	AC Pavement & Berm Replacement	LF	3,805	29.98	114073.90
CONTRACTOR'S BID ITEMS (SUBTOTAL)						340,199.20
SUPPLEMENTAL ITEMS OF WORK						
						0.00
SUPPLEMENTAL BID ITEMS (SUBTOTAL)						0.00
BID ITEMS AND SUPPLEMENTAL ITEMS TOTAL						340,199.20

**NONCOLLUSION DECLARATION
Per § 7106 of the Public Contract Code**

**PLANS FOR THE CONSTRUCTION OF
WATER SYSTEM IMPROVEMENTS
AT THE CLOSED BALLARD CANYON LANDFILL**

COUNTY PROJECT NO. 828355

BID OPENING DATE: MAY 22, 2008

The bid, contract or other submittal of the contractor identified below in connection with the forgoing project is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; the bid is genuine and not collusive or sham; the bidder has not directly induced or solicited any other bidder to put in a false or sham bid and has not directly, colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; the bidder has not, in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; all statements contained in the bid are true; and, further the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the elements thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company association, organization, bid depository or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under the penalty of perjury under the laws of the State of California that the forgoing is true and correct.

Date: May 29, 2008

Arlene M. Dotzler- President
Principal Officer of *Arlene M. Dotzler*

Dotzler Construction Inc.

P.O. Box 824

Lompoc, CA 93438

(Name and Address of Contractor)

DESIGNATED SUBCONTRACTOR INFORMATION SHEET (2)
COUNTY PROJECT NO. 828355

The Contractor shall set forth the following information on the "Designated Contractor Information Sheet"; the name and location of the place of business, telephone and FAX numbers, license number and classification of each subcontractor who will perform work or labor or render service to the undersigned in or about the construction of the work to be performed. That portion of the work which will be done by each subcontractor for each subcontract shall be listed by individual item number, percent of item, dollar amount of item and brief description. The Contractors attention is directed to Section 2-1.03A, "Required Listing of All Subcontractors Information," of these Special Provisions.

Name	() () () Item No. Percent of Item Dollar Amount
Address	Description of Above Item
City, State Zip	() () () Item No. Percent of Item Dollar Amount
Phone Number	Description of Above Item
Fax Number	() () () Item No. Percent of Item Dollar Amount
E-mail Address	Description of Above Item
License No. and Classifications	
() () () Item No. Percent of Item Dollar Amount	() () () Item No. Percent of Item Dollar Amount
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Description of Above Item	Description of Above Item

Total Dollar Amount
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BY _____
Bidder's Signature

NOTE: This form may be reproduced and attached behind this page to list more Subcontractors.

DESIGNATED SUBCONTRACTOR INFORMATION SHEET (3)
COUNTY PROJECT NO. 828355

The Contractor shall set forth the following information on the "Designated Contractor Information Sheet"; the name and location of the place of business, telephone and FAX numbers, license number and classification of each subcontractor who will perform work or labor or render service to the undersigned in or about the construction of the work to be performed. That portion of the work which will be done by each subcontractor for each subcontract shall be listed by individual item number, percent of item, dollar amount of item and brief description. The Contractors attention is directed to Section 2-1.03A, "Required Listing of All Subcontractors Information," of these Special Provisions.

Name	() () ()
Address	Description of Above Item
City, State Zip	() () ()
Phone Number	Description of Above Item
Fax Number	() () ()
E-mail Address	Description of Above Item
License No. and Classifications	() () ()
() () ()	() () ()
Item No. Percent of Item Dollar Amount	Item No. Percent of Item Dollar Amount
Description of Above Item	Description of Above Item
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Item No. Percent of Item Dollar Amount	Item No. Percent of Item Dollar Amount
Description of Above Item	Description of Above Item

 Total Doliar Amount:
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BY _____
 Bidder's Signature

NOTE: This form may be reproduced and attached behind this page to list more Subcontractors.

DESIGNATED SUBCONTRACTOR INFORMATION SHEET (4)
COUNTY PROJECT NO. 828355

The Contractor shall set forth the following information on the "Designated Contractor Information Sheet"; the name and location of the place of business, telephone and FAX numbers, license number and classification of each subcontractor who will perform work or labor or render service to the undersigned in or about the construction of the work to be performed. That portion of the work which will be done by each subcontractor for each subcontract shall be listed by individual item number, percent of item, dollar amount of item and brief description. The Contractors attention is directed to Section 2-1.03A, "Required Listing of All Subcontractors Information," of these Special Provisions.

 Name

() () ()
 Item No. Percent of Item Dollar Amount

 Address

 Description of Above Item

 City, State Zip

() () ()
 Item No. Percent of Item Dollar Amount

 Phone Number

 Description of Above Item

 Fax Number

() () ()
 Item No. Percent of Item Dollar Amount

 E-mail Address

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 License No. and Classifications

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BY _____
 Bidder's Signature

NOTE: This form may be reproduced and attached behind this page to list more Subcontractors.

DESIGNATED SUBCONTRACTOR INFORMATION SHEET (5)
COUNTY PROJECT NO. 828355

The Contractor shall set forth the following information on the "Designated Contractor Information Sheet"; the name and location of the place of business, telephone and FAX numbers, license number and classification of each subcontractor who will perform work or labor or render service to the undersigned in or about the construction of the work to be performed. That portion of the work which will be done by each subcontractor for each subcontract shall be listed by individual item number, percent of item, dollar amount of item and brief description. The Contractors attention is directed to Section 2-1.03A, "Required Listing of All Subcontractors Information," of these Special Provisions.

 Name

() () ()
 Item No. Percent of Item Dollar Amount

 Address

 Description of Above Item

 City, State Zip

() () ()
 Item No. Percent of Item Dollar Amount

 Phone Number

 Description of Above Item

 Fax Number

() () ()
 Item No. Percent of Item Dollar Amount

 E-mail Address

 Description of Above Item

 License No. and Classifications

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BY _____
 Bidder's Signature

NOTE: This form may be reproduced and attached behind this page to list more Subcontractors.

DESIGNATED SUBCONTRACTOR INFORMATION SHEET (6)
COUNTY PROJECT NO. 828355

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 Name

() () ()
 Item No. Percent of Item Dollar Amount

 Address

 Description of Above Item

 City, State Zip

() () ()
 Item No. Percent of Item Dollar Amount

 Phone Number

 Description of Above Item

 Fax Number

() () ()
 Item No. Percent of Item Dollar Amount

 E-mail Address

 Description of Above Item

 License No. and Classifications

() () ()
 Item No. Percent of Item Dollar Amount

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 Item No. Percent of Item Dollar Amount

 Description of Above Item

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 Item No. Percent of Item Dollar Amount

 Description of Above Item

 Description of Above Item

 Total Dollar Amount
 This Page

BY _____
 Bidder's Signature

NOTE: This form may be reproduced and attached behind this page to list more Subcontractors.

**COUNTY OF SANTA BARBARA
DEPARTMENT OF PUBLIC WORKS
BIDDERS INFORMATION LIST
PLANS FOR THE CONSTRUCTION OF
WATER SYSTEM IMPROVEMENTS
AT THE CLOSED BALLARD CANYON LANDFILL**

COUNTY PROJECT NO. 828355

The Bidder shall list subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name: _____ Phone: _____

Business Address: _____ Fax: _____

E-mail Address: _____

License No. And Classifications: _____ Years in Business: _____

Contact Person: _____

Gross Annual Receipts for last year:

< \$1 Million < \$5 Million < \$10 Million < \$15 Million > \$15 Million

Type of work provided/ services/ materials provided for this job:

Contractor Supplier Manufacturer Trucking Broker

Other (describe): _____

Contractor Specialty for this job:

- Roadway Construction (including signing, paving, and concrete) (234110)
- Roadway Painting/Striping (235210)
- Roadway Lighting & Electrical Signals (235310)
- Bridge & Tunnel Construction (234120)
- Water, Sewer, & Pipeline Construction (234910)
- Power & Communication Transmission Line (including conduit construction) (234920)
- Landscaping/Irrigation (234990)
- Other Heavy Construction (including parts, reclamation, reservoir, water & sewer treatment facilities) (234990)
- Masonry (including retaining walls & foundations) (235410)
- Concrete Retaining walls (235710)
- Building Construction (233310/233320)
- Other (describe): _____

This form may be duplicated if necessary to report all bidders/services/suppliers (DBEs and non-DBEs) information

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 Contract Specification requirements for insurance including insurance coverage of his subcontractors.

PUBLIC CONTRACT CODE SECTION 10162

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 x

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 x , 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.

BIDDER'S STATEMENT REGARDING INJURY AND ILLNESS PREVENTION PROGRAM

Bidder hereby certifies that he has reviewed the injury and illness prevention program requirements specified in the Contract Specifications. Should he be awarded the contract for the work, Bidder further certifies that he can meet all Contract Specification requirements for injury and illness prevention program including, but not limited to:

- A. Safety Manual
- B. Jobsite Checklist
- C. Equipment Safety Checklist
- D. Tailgate Safety Meetings
- E. Permit Application and Job Notification Form (Construction, Demolition, Trenches, Excavation, Building, Structures, Falsework, Scaffolding) Form Cal/OSHA S-691 (Of Current Revision Date)

NOTE: A copy of your Company's Injury and Illness Prevention Program shall be returned to the County with your executed Contract Documents.

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 40 PROCEDURES FOR TRANSPORTATION WORKPLACE DRUG AND ALCOHOL TESTING PROGRAMS CERTIFICATION

Bidder hereby certifies that he has reviewed the requirements specified in the Contract Specifications and has implemented a Policy on Drugs and Alcohol conforming to Federal Regulation 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs.

NOTE: A copy of your company's Policy on Drugs and Alcohol conforming to Federal Regulation 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs, shall be returned to the County with your executed Contract Documents.

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."

NOTE: The above Statements, Questionnaires 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.

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

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

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

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

Does not have a proposed debarment pending; and

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

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

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this certification.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION STATUS CHANGE

EXHIBIT 17-0

CP-CEM-2403(F) (NEW 10/99)

CONTRACT NUMBER	COUNTY Santa Barbara	ROUTE	POST MILES/POST KILOMETERS	ADMINISTERING AGENCY County of Santa Barbara Dept. of Public Works	CONTRACT COMPLETION DATE
PRIME CONTRACTOR			BUSINESS ADDRESS		ESTIMATED CONTRACT AMOUNT \$

Prime Contractor: List all DBEs with change in certification status (certification/decertification) while in your employ, whether or not firms were originally listed for goal credit. Attach DBE certification/decertification letter in accordance with the Special Provisions.

CONTRACT ITEM NO	SUBCONTRACTOR NAME AND BUSINESS ADDRESS	BUSINESS PHONE	CERTIFICATION NUMBER	AMOUNT PAID WHILE CERTIFIED	CERTIFICATION/DECERTIFICATION DATE Letter Attached <input type="checkbox"/>

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
CONTRACTOR REPRESENTATIVE SIGNATURE	TITLE	BUSINESS PHONE NUMBER	DATE
TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
RESIDENT ENGINEER SIGNATURE		BUSINESS PHONE NUMBER	DATE

DISTRIBUTION Original DLAE Copy to: 1) Business Enterprise Program 2) Prime Contractor 3) Local Agency 4) Resident Engineer

J:\Roads\Projects\720724_Ballard Canyon Water System\SPCS\BALLARD CYN WATER SYSTEM_P&C.doc
 Project No. 828355
 April 17, 2008

DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION STATUS CHANGE

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
 LOCAL ASSISTANCE - FEDERAL - FINAL REPORT - UTILIZATION OF
 DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER
 SUBCONTRACTORS
 Revised R/04



CONTRACT NUMBER		COUNTY	LOCATION	PROJECT DESCRIPTION	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY			CONTRACT COMPLETION DATE	
PRIME CONTRACTOR/CONSULTANT				BUSINESS ADDRESS			FEDERAL SHARE (For local agency to complete) \$		FINAL CONTRACT AMOUNT \$	
CONTRACT ITEM No.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	SUBCONTRACTOR NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER & EXP. DATE	CONTRACT PAYMENTS					FEDERAL SHARE \$	
				NON-DBE	DBE	DBE (MINORITY)	DBE (NON-MINORITY WOMEN)	DBE (MINORITY WOMEN)	DATE WORK COMPLETE	DATE OF FINAL PAYMENT
TOTAL PAYMENTS \$				\$	\$	\$	\$	\$	DBE GOAL ATTAINMENT	
ORIGINAL DBE COMMITMENT Original DBE % List all First Tier Subcontractors and all Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on the back of the form. List actual amount paid to each of the DBE even if different than originally listed for goal credit.										
CONTRACTOR/CONSULTANT REPRESENTATIVE'S SIGNATURE						BUSINESS PHONE NUMBER			DATE	
RESIDENT PROJECT ENGINEER'S SIGNATURE						BUSINESS PHONE NUMBER			DATE	
AGENCY										

Distribution: (1) Original plus one copy to DLAE included in the Report of Expenditures.
 (2) Copy - local agency files

EXHIBIT 17-F FINAL REPORT UTILIZATION OF DISADVANTAGED BUSINESSES

Accompanying this proposal is Bidder's Bond (NOTICE: Insert the words "Cash," "Cashiers Check," or "Bidder's Bond," as the case may be), made payable to the County of Santa Barbara for the sum of Dollars (\$ 340,199.²⁰), in an amount equal to at least 10 percent of the total bid.

If a Cashiers Check or Certified Check accompanies this Proposal as the guarantee, then the proceeds thereof shall become the property of the County of Santa Barbara if, in the case this bid is accepted by the said Board of Supervisors or Designated Representative, and such bidder has received notice that the contract has been awarded to him, the undersigned shall fail within eight (8) days, not including Saturdays, Sundays and legal holidays, thereafter to execute a Contract with, and furnish the securities required by, said Board of Supervisors or Designated Representative. Otherwise, such guarantee shall be returned to the undersigned.

The names of all persons interested in the forgoing Proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state: legal name of corporation, names of the president, secretary, treasurer, and manager thereof. If a copartnership, state true name of firm, and names of all individual copartners composing firm. If bidder or other interested person is an individual, state first and last names in full. Failure to provide the required information below or by attaching the required information to this Proposal Section will be grounds for finding the bid or proposal nonresponsive.

ADDENDA: This Proposal submitted with respect to the changes to the Contract included in Addendum Numbers #1
(Fill in Addendum Numbers if Addenda have been received)

WARNING: If an Addendum or Addenda have been issued by the County and not noted above, this Proposal may be Rejected.

"Bidder is licensed in accordance with an act providing for registration of Contractors,
License No. 835404 Classification(s) A & B

The license expiration date is 4/30/2010.

The representations made herein are made under penalty of perjury

Employers Tax Identification No. 84-1644908 (To comply with Internal Revenue Service requirements, the Santa Barbara County Auditor-Controller will report any payments exceeding \$600.00 within a calendar year.)

"By my signature on this Proposal, I certify, under penalty of perjury under the laws of the State of California, that the statements, certifications and responses designated herein as being made under penalty of perjury, including, without limitation, the questionnaire and statements provided for in Public Contract Code Sections 10162, 10232 and 10295.1, applicable provisions of the following laws, California Labor Code, United States Code, and Code of Federal Regulations, are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Code of Administrative Regulations)." I declare under penalty of perjury that the foregoing is true and correct. This declaration executed in California, at (place) Lompoc on (date) 5/29/08.

Business Type—Check Only One: Corporation Partnership Sole Proprietorship

Dotzler Construction Inc.
Company Name

SIGN HERE

Arlene M. Dotzler
Signature of Bidder

Arlene M. Dotzler - President
Print Name & Title

Note: If the Bidder is a corporation, the legal name of the corporation shall be set forth above with the signature of the officers authorized to sign contracts on behalf of the corporation. If bidder is a copartnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the copartnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or member of a partnership, a Power of Attorney must be on file with the Department prior to opening of bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

P.O. Box 824 Lompoc, CA 93438
Business Address

216 West Walnut Lompoc, CA 93436
Place of Business (Street Address)

(805) 740-1227 / (805) 740-1727
Business Phone No. FAX No.

arlened@impulse.net
E-mail Address

Jeffrey W. Dotzler / (805) 734-6761
Contact Person Phone No.

NOTE: The Contractor MUST use the Bidder's Bond Form found in the book entitled "County of Santa Barbara; California; Proposal and Contract" for the project and it shall be properly filled out and executed.

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Dotzler Construction, Inc. dba North Coast Construction

_____ as Principal, and

First National Insurance Company of America

_____ as Surety

(hereinafter referred to as Surety), are held firmly bound unto the County of Santa Barbara, State of California (hereinafter called "Owner") in the penal sum of 10 percent of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to Owner for 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. 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. In no case shall the liability of the Surety hereunder exceed the sum of Ten Percent of Bid Amount ----

_____ DOLLARS (\$ 10% of Bid Amount). The condition of this obligation is such that a bid to Owner for certain construction specifically described as follows:

**PLANS FOR THE CONSTRUCTION OF
WATER SYSTEM IMPROVEMENTS
AT THE CLOSED BALLARD CANYON LANDFILL**

COUNTY PROJECT NO. 828355

for which bids are to be opened on **MAY 22, 2008**, has been submitted by Principal to Owner.

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period therein specified after the opening of the same, or, if no period be specified within sixty (60) days after said opening and shall within the period specified therefor, or, if no period be specified, within eight (8) days after the prescribed forms are presented to him for signature, enter into a 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 for 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 affect 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 waiver of any liquidated damages heretofore agreed upon.