



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

**CONTRACT  
FOR  
CONSTRUCTION OF 2012/13  
COUNTY WIDE PREVENTATIVE  
MAINTENANCE APPLICATION OF  
SCRUB SEAL AND MICRO-SURFACING  
COUNTY PROJECT NO. 820631**

**TRANSPORTATION DIVISION**

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



## COUNTY OF SANTA BARBARA AGREEMENT FOR:

County Project No. 820631

Auditor – Controller Contract No. 14 - 145

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

### 1. CONTRACT

This agreement includes and incorporates by reference all Contract Documents.

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

1. Special Provisions
2. Project Plans
3. State of California, Department of Transportation 2010 Standard Specifications
4. State of California, Department of Transportation 2010 Standard Plans
5. State of California, Department of Transportation 2010 Revised Standard Specification
6. County of Santa Barbara, Department of Public Works, Standard Details dated April 1, 1987
7. Santa Barbara County Code
8. Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished
9. The Proposal executed and submitted by the Contractor
10. Notice to Bidders
11. The Faithful Performance and Payment Bonds, and
12. Any Addenda

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

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

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

**COUNTY OF SANTA BARBARA; NOTICE TO BIDDERS AND SPECIAL PROVISIONS FOR CONSTRUCTION OF 2012/13 COUNTY WIDE PREVENTATIVE MAINTENANCE APPLICATION OF SCRUB SEAL AND MICRO-SURFACING**

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 2012/13 COUNTY WIDE PREVENTATIVE MAINTENANCE APPLICATION OF SCRUB SEAL AND MICRO-SURFACING**

### 2. WORK

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

### 3. PAYMENTS NOT ACCEPTANCE

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

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

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

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

**6. PAYMENT** As full compensation for furnishing all labor, supervision, overhead, materials and equipment and for doing all the work completed and embraced in this Agreement and subject to adjustments and liquidated damages, if any, as provided in the Contract Documents, the base amount to be paid to the CONTRACTOR for satisfactory completion of all requirements of the CONTRACTOR under this Agreement is and shall be \$2,094,836.80, to be paid as provided in the Contract Documents.

The Engineer is authorized to order, as change order work, changes and additions to the work being performed under this contract in an amount not to exceed \$117,241.84, in accordance with California Public Contract Code Sections 20142 and 20395, as applicable, to be paid as provided in the Contract Documents. In no event shall the County be liable for the cost of any changes or additions to work being performed under this contract unless approved in advance and in writing by the Engineer.

The Engineer is authorized to order, as change order work, the performance of supplemental work itemized in the attached Estimate of Supplemental Costs, totaling \$143,550.00, to be paid as provided in the Contract Documents. In no event shall the County be liable for the cost of any supplemental work unless approved in advance and in writing by the Engineer.

**CONTRACTOR**

Intermountain Slurry Seal, Inc. \_\_\_\_\_  
PO Box 1841 \_\_\_\_\_  
Sparks, Nv\_89432 \_\_\_\_\_

BY:  \_\_\_\_\_  
Kathleen Schreckengost, Vice President

License No. 462443 - A

Business Type: Corporation

By: LIO CEO  
Chairperson, Board of Supervisors  
of the County of Santa Barbara

By: Scott D. McGolpin  
Director of Public Works

**ATTEST:**

Chandra L. Wallar  
Clerk of the Board

BY: Russ Bender  
Deputy

**APPROVED AS TO FORM:**

Dennis Marshall,  
County Counsel

BY: Brian Marshall  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

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

BY: Julie Hagen  
Deputy

**APPROVED AS TO FORM:**

Ray Aromatorio  
Risk Manager

BY: Manuella Aromatorio

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

Dept.	Division	Subdivision	Program	Org Unit	Fund	Account	Area
054	02	CM	2710	0500	0016	7510	1001,1021,1031,1091, 2041,3001,3042,3051, 3052,3072,4001,4081, 5001

### BID ITEM LIST

Item No	P-F	Item Code	Description	Unit	Quantity	Unit Price	Item Total
1		130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	\$2,000.00	\$2,000.00

**FIRST SUPERVISORIAL DIST. Area 1001,1021,1031,1091**

2		120100	TRAFFIC CONTROL SYSTEM	LS	1	\$75,000.00	\$75,000.00
3		374002	ASPHALTIC EMULSION (FOG SEAL COAT)	SY	50	\$7.50	\$375.00
4		378005	SCRUB SEAL (MEDIUM, GRADING)	SY	27,450	\$2.50	\$68,625.00
5		378007	MICRO-SURFACING (TYPE 2)	SY	59,720	\$1.75	\$104,510.00
6		390095	REPLACE ASPHALT CONCRETE SURFACING	CY	20	\$600.00	\$12,000.00
7		840656	PAINT TRAFFIC STRIPE (3-COAT)	LF	29,940	\$0.34	\$10,179.60
8		840666	PAINT PAVEMENT MARKING (3-COAT)	SF	2,720	\$1.50	\$4,080.00
9		850102	PAVEMENT MARKER (REFLECTIVE)	EA	180	\$4.00	\$760.00
10		850103	PAVEMENT MARKER (BLUE REFLECTIVE, FIRE HYDRANT)	EA	30	\$5.00	\$150.00
<b>BID ITEMS SUBTOTAL</b>							<b>\$275,679.60</b>
11		66070	SUPPLEMENTAL WORK (MAINTAIN TRAFFIC, COUNTY PORTION)	LS	1	\$10,000.00	\$10,000.00
12		66075	SUPPLEMENTAL WORK (PORTABLE CHANGEABLE MESSAGE SIGNS)	LS	1	\$4,500.00	\$4,500.00
13		66080	SUPPLEMENTAL FUNDS (ASPHALT PRICE INDEX FLUCTUATIONS)	LS	1	\$9,900.00	\$9,900.00
<b>SUPPLEMENTAL ITEMS SUBTOTAL</b>							<b>\$24,400.00</b>
<b>FIRST DIST. AREA BID ITEMS ADDED TO SUPPLEMENTAL ITEMS TOTAL:</b>							<b>\$300,079.60</b>

**SECOND SUPERVISORIAL DIST. Area 2041**

14		120100	TRAFFIC CONTROL SYSTEM	LS	1	\$50,000.00	\$50,000.00
15		378005	SCRUB SEAL (MEDIUM, GRADING)	SY	30,360	\$2.50	\$75,900.00
16		378007	MICRO-SURFACING (TYPE 2)	SY	55,760	\$1.75	\$97,580.00
17		840656	PAINT TRAFFIC STRIPE (3-COAT)	LF	44,770	\$0.34	\$15,221.80
18		840666	PAINT PAVEMENT MARKING (3-COAT)	SF	2,970	\$1.50	\$4,455.00
19		850102	PAVEMENT MARKER (REFLECTIVE)	EA	285	\$4.00	\$1,140.00
20		850103	PAVEMENT MARKER (BLUE REFLECTIVE, FIRE HYDRANT)	EA	12	\$5.00	\$60.00
<b>BID ITEMS SUBTOTAL</b>							<b>\$244,356.80</b>
21		66070	SUPPLEMENTAL WORK (MAINTAIN TRAFFIC, COUNTY PORTION)	LS	1	\$9,000.00	\$9,000.00
22		66075	SUPPLEMENTAL WORK (PORTABLE CHANGEABLE MESSAGE SIGNS)	LS	1	\$4,500.00	\$4,500.00
23		66080	SUPPLEMENTAL FUNDS (ASPHALT PRICE INDEX FLUCTUATIONS)	LS	1	\$9,350.00	\$9,350.00

Item No	P-F	Item Code	Description	Unit	Quantity	Unit Price	Item Total
<b>SUPPLEMENTAL ITEMS SUBTOTAL</b>							<b>\$22,850.00</b>
<b>SECOND DIST. AREA BID ITEMS ADDED TO SUPPLEMENTAL ITEMS TOTAL:</b>							<b>\$267,206.80</b>

**THIRD SUPERVISORIAL DIST. Area 3001,3042,3051,3052,3072**

24		120100	TRAFFIC CONTROL SYSTEM	LS	1	\$125,000.00	\$125,000.00
25		150742	REMOVE ROADSIDE SIGN	EA	2	\$200.00	\$400.00
26		374002	ASPHALTIC EMULSION (FOG SEAL COAT)	SY	300	\$4.50	\$1,350.00
27		378005	SCRUB SEAL (MEDIUM, GRADING)	SY	142,750	\$2.50	\$356,875.00
28		378007	MICRO-SURFACING (TYPE 2)	SY	36,660	\$2.00	\$73,320.00
29		378009	MICRO-SURFACING (TYPE 3)	SY	127,510	\$2.25	\$286,897.50
30		390095	REPLACE ASPHALT CONCRETE SURFACING	CY	50	\$600.00	\$30,000.00
31		560249	FURNISH SINGLE SHEET ALUMINUM SIGN (0.080" UNFRAMED)	SF	19	\$15.00	\$285.00
32		566011	ROADSIDE SIGN - ONE POST	EA	5	\$294.00	\$1,470.00
33		840656	PAINT TRAFFIC STRIPE (3-COAT)	LF	85,480	\$0.30	\$25,644.00
34		840866	PAINT PAVEMENT MARKING (3-COAT)	SF	5,010	\$1.50	\$7,515.00
35		850102	PAVEMENT MARKER (REFLECTIVE)	EA	435	\$3.00	\$1,305.00
36		850103	PAVEMENT MARKER (BLUE REFLECTIVE, FIRE HYDRANT)	EA	28	\$5.00	\$140.00
<b>BID ITEMS SUBTOTAL</b>							<b>\$910,201.50</b>
37		66070	SUPPLEMENTAL WORK (MAINTAIN TRAFFIC, COUNTY PORTION)	LS	1	\$12,000.00	\$12,000.00
38		66075	SUPPLEMENTAL WORK (PORTABLE CHANGEABLE MESSAGE SIGNS)	LS	1	\$5,500.00	\$5,500.00
39		66080	SUPPLEMENTAL FUNDS (ASPHALT PRICE INDEX FLUCTUATIONS)	LS	1	\$31,650.00	\$31,650.00
<b>SUPPLEMENTAL ITEMS SUBTOTAL</b>							<b>\$49,150.00</b>
<b>THIRD DIST. AREA BID ITEMS ADDED TO SUPPLEMENTAL ITEMS TOTAL:</b>							<b>\$959,351.50</b>

**FOURTH SUPERVISORIAL DIST. Area 4001,4081**

40		120100	TRAFFIC CONTROL SYSTEM	LS	1	\$75,000.00	\$75,000.00
41		150742	REMOVE ROADSIDE SIGN	EA	1	\$200.00	\$200.00
42		378005	SCRUB SEAL (MEDIUM, GRADING)	SY	64,760	\$2.50	\$161,900.00
43		378007	MICRO-SURFACING (TYPE 2)	SY	14,970	\$1.75	\$26,197.50
44		378009	MICRO-SURFACING (TYPE 3)	SY	63,190	\$2.00	\$126,380.00
45		560249	FURNISH SINGLE SHEET ALUMINUM SIGN (0.080" UNFRAMED)	SF	9	\$15.00	\$135.00
46		566011	ROADSIDE SIGN - ONE POST	EA	1	\$294.00	\$294.00
47		840656	PAINT TRAFFIC STRIPE (3-COAT)	LF	47,210	\$0.34	\$16,051.40

Item No	P-F	Item Code	Description	Unit	Quantity	Unit Price	Item Total
48		840666	PAINT PAVEMENT MARKING (3-COAT)	SF	3,410	\$1.50	\$5,115.00
49		850102	PAVEMENT MARKER (REFLECTIVE)	EA	685	\$3.00	\$2,055.00
50		850103	PAVEMENT MARKER (BLUE REFLECTIVE, FIRE HYDRANT)	EA	6	\$5.00	\$30.00
51		850105	PAVEMENT MARKER (NON - REFLECTIVE)	EA	60	\$2.00	\$120.00
<b>BID ITEMS SUBTOTAL</b>							<b>\$413,477.90</b>
52		66070	SUPPLEMENTAL WORK (MAINTAIN TRAFFIC, COUNTY PORTION)	LS	1	\$12,000.00	\$12,000.00
53		66075	SUPPLEMENTAL WORK (PORTABLE CHANGEABLE MESSAGE SIGNS)	LS	1	\$5,500.00	\$5,500.00
54		66080	SUPPLEMENTAL FUNDS (ASPHALT PRICE INDEX FLUCTUATIONS)	LS	1	\$14,550.00	\$14,550.00
<b>SUPPLEMENTAL ITEMS SUBTOTAL</b>							<b>\$32,050.00</b>
<b>FOURTH DIST. AREA BID ITEMS ADDED TO SUPPLEMENTAL ITEMS TOTAL:</b>							<b>\$445,527.90</b>

**FIFTH SUPERVISORIAL DIST. Area 5001**

55		120100	TRAFFIC CONTROL SYSTEM	LS	1	\$50,000.00	\$50,000.00
56		374002	ASPHALTIC EMULSION (FOG SEAL COAT)	SY	1,010	\$4.50	\$4,545.00
57		378005	SCRUB SEAL (MEDIUM, GRADING)	SY	22,990	\$2.50	\$57,475.00
58		378009	MICRO-SURFACING (TYPE 3)	SY	22,990	\$2.50	\$57,475.00
59		390095	REPLACE ASPHALT CONCRETE SURFACING	CY	170	\$450.00	\$76,500.00
60		840658	PAINT TRAFFIC STRIPE (3-COAT)	LF	8,720	\$0.30	\$2,616.00
61		840666	PAINT PAVEMENT MARKING (3-COAT)	SF	180	\$2.00	\$360.00
62		850102	PAVEMENT MARKER (REFLECTIVE)	EA	15	\$10.00	\$150.00
<b>BID ITEMS SUBTOTAL</b>							<b>\$249,121.00</b>
63		66070	SUPPLEMENTAL WORK (MAINTAIN TRAFFIC, COUNTY PORTION)	LS	1	\$5,000.00	\$5,000.00
64		66075	SUPPLEMENTAL WORK (PORTABLE CHANGEABLE MESSAGE SIGNS)	LS	1	\$3,500.00	\$3,500.00
65		66080	SUPPLEMENTAL FUNDS (ASPHALT PRICE INDEX FLUCTUATIONS)	LS	1	\$6,600.00	\$6,600.00
<b>SUPPLEMENTAL ITEMS SUBTOTAL</b>							<b>\$15,100.00</b>
<b>FIFTH DIST. AREA BID ITEMS ADDED TO SUPPLEMENTAL ITEMS TOTAL:</b>							<b>\$264,221.00</b>

<b>PROJECT TOTAL</b>	<b>\$2,238,386.80</b>
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County of Santa Barbara
Department of Public Works Transportation
Estimate of Supplemental Costs

BASED ON BIDS OF: Intermountain Slurry Seal, Inc.

DATE OPENED: August 29, 2013 CONTRACT/PROJECT NUMBER: 820631

FEDERAL PROJECT NUMBER: N/A

LOCATION: CONSTRUCTION OF 2012/2013 COUNTY WIDE PREVENTATIVE MAINTENANCE APPLICATION OF SCRUB SEAL AND MICRO-SURFACING

Bid Amount:	\$ 2,094,836.80
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## Supplemental Work:

[illegible]



## CERTIFICATE OF COMPLIANCE

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

Intermountain Slurry Seal, Inc.

By

President

Title

10/04/13

Date

## CALIFORNIA LABOR CODE SECTION 1860 AND 1861 CERTIFICATION

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

Intermountain Slurry Seal, Inc.

By

President

Title

10/04/13

Date

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

# Contract Summary

BC 14 - 145

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000) or to Purchasing (<\$100,000). See also: Auditor-Controller Intranet Policies->Contracts, Form is not applicable to revenue contracts.

D1.	Fiscal Year.....	2012, 2013
D2.	Department Name .....	Transportation / Engineering
D3.	Contact Person.....	Walter Rubalcava
D4.	Telephone.....	(805) 568-3047

K1.	Contract Type .....	Construction
K2.	Brief Summary of Contract Description/Purpose .....	
K3.	Department Project Number .....	820631
K4.	Original Bid Amount .....	\$2,094,836.80
K4a	Supplemental .....	\$143,550.00
K4b	Contingency .....	\$117,241.84
K4c	Total Contract Amount .....	\$2,355,628.64
K5.	Contract Begin Date .....	October 21, 2013
K6.	Original Contract End Date.....	June 27, 2014
K7.	Amendment? (Yes or No) .....	
K8.	- Total Number of Amendments.....	
K9.	- This Amendment Amount.....	\$
K10.	- Total Previous Amendment Amounts .....	\$
K11.	- Revised Total Contract Amount.....	\$

B1.	Is this a Board Contract? (Yes/No) .....	
B2.	Number of Workers Displaced (if any) .....	None
B3.	Number of Competitive Bids (if any) .....	( )
B4.	If Board waived bids, show Agenda Date .....	
	and Agenda Item Number .....	
B5.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph).....	

F1.	Fund Number.....	0016
F2.	Department Number .....	054
F3.	Line Item Account Number .....	7510
F4.	Project Number (if applicable) .....	820631
F5.	Program Number (if applicable) .....	2710
F6.	Org Unit Number (if applicable) .....	0500
F7.	Payment Terms .....	NET 30

V1.	Auditor-Controller Vendor Number .....	
V2.	Payee/Contractor Name .....	Intermountain Slurry Seal, Inc.
V3.	Mailing Address .....	PO Box 1841
V4.	City State (two-letter) Zip (include +4 if known) .....	Sparks, Nv 89432
V5.	Telephone Number.....	Intermountain Slurry Seal, Inc.
V6.	Vendor Contact Person .....	Intermountain Slurry Seal, Inc.
V7.	Workers Comp Insurance Expiration Date .....	
V8.	Liability Insurance Expiration Date .....	
V9.	Professional License Number.....	89432
V10	Verified by (print name of county staff) .....	Brian Gilbert, CPA

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

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


Date: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

**SPECIAL PROVISIONS**  
**FOR**  
**CONSTRUCTION OF 2012/13**  
**COUNTY WIDE PREVENTATIVE**  
**MAINTENANCE APPLICATION OF**  
**SCRUB SEAL AND MICRO-SURFACING**  
**COUNTY PROJECT NO. 820631**

The special provisions contained herein have been prepared under the direction of the following Registered Persons.

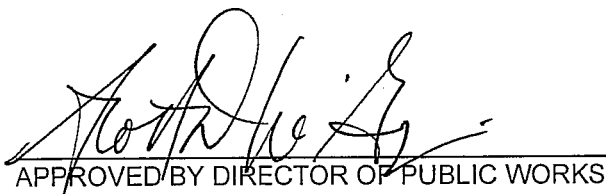
  
PROJECT MANAGER

8/9/13  
DATE

  
APPROVAL RECOMMENDED - DEPUTY DIRECTOR

8/9/13  
DATE



  
APPROVED BY DIRECTOR OF PUBLIC WORKS

8/9/13  
DATE

  
APPROVED - CHAIR BOARD OF SUPERVISORS

10-15-13  
DATE