

Attachment A

Contract Summary

BC _____ - _____

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	17/18, 18/19
D2.	Department Name:	Resource Recovery and Waste Management
D3.	Contact Person:	Todd Curtis
D4.	Telephone:	(805) 882-3621

K1.	Contract Type:	Construction
K2.	Brief Summary of Contract Description/Purpose:	Tajiguas Sanitary Landfill Phase IIIC Groundwater Protection System
K3.	Department Project Number:	828361
K4.	Original Bid Amount:	\$2,203,962.00
K4a	Supplemental:	\$350,000.00
K4b	Contingency:	\$122,698.10
K4c	Total Contract Amount:	\$2,676,660.10
K5.	Contract Begin Date:	Per terms of Contract
K6.	Original Contract End Date:	Per terms of Contract
K7.	Amendment? (Yes or No):	No
K8.	- New Contract End Date:	N/A
K9.	- Total Number of Amendments:	0
K10.	- This Amendment Amount:	N/A
K11.	- Total Previous Amendment Amounts:	N/A
K12.	- Revised Total Contract Amount:	N/A

B1.	Is this a Board Contract? (Yes/No):	Yes
B1a	Intended Agenda Date:	February 27, 2018
B2.	Number of Workers Displaced (if any):	None
B3.	Number of Competitive Bids (if any):	3
B4.	Lowest Bid Amount (if bid):	2,203,962.00
B5.	If Board waived bids, show Agenda Date:	N/A
	and Agenda Item Number:	N/A
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph):	No

F1.	Fund Number:	1930
F2.	Department Number:	054
F3.	Line Item Account Number:	8200
F4.	Project Number (if applicable):	828362
F5.	Program Number (if applicable):	1750
F6.	Org Unit Number (if applicable):	
F7.	Payment Terms:	NET 30

V1.	Auditor-Controller Vendor Number:	011998
V2.	Payee/Contractor Name:	Whitaker Construction Group, Inc.
V3.	Mailing Address:	2752 Concrete Court
V4.	City State (two-letter) Zip (include +4 if known):	Paso Robles, CA 93448
V5.	Telephone Number:	805-226-4020
V6.	Vendor Contact Person:	Matthew Bousman
V7.	Workers Comp Insurance Expiration Date:	10/01/018
V8.	Liability Insurance Expiration Date:	10/01/018
V9.	Professional License Number:	A902179
V10	Verified by (print name of county staff):	

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: 2/5/18 Authorized Signature: 



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

**CONTRACT
FOR
TAJIGUAS SANITARY LANDFILL
PHASE IIIC
GROUNDWATER PROTECTION SYSTEM
IN THE THIRD SUPERVISORIAL DISTRICT
COUNTY PROJECT NO. 828361**

RESOURCE RECOVERY AND WASTE MANAGEMENT DIVISION

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



COUNTY OF SANTA BARBARA AGREEMENT FOR:

County Project No. 828361

Auditor – Controller Contract No. _____

THIS AGREEMENT is made by and between the County of Santa Barbara a political subdivision of the State of California, hereinafter called **COUNTY**, and Whitaker Construction Group, 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. Notice to Bidders and 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 September 2011
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 TAJIGUAS SANITARY LANDFILL PHASE IIIC GROUNDWATER PROTECTION SYSTEM IN THE THIRD SUPERVISORIAL DISTRICT; AND

ADDENDUM NO. 1 TO THE NOTICE TO BIDDERS AND SPECIAL PROVISIONS AND PROPOSAL FOR THE CONSTRUCTION OF THE PHASE IIIC GROUNDWATER PROTECTION SYSTEM AT THE TAJIGUAS SANITARY LANDFILL, SANTA BARBARA COUNTY PROJECT NUMBER 828361, DATED JANUARY 11, 2018

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

COUNTY OF SANTA BARBARA; DEPARTMENT OF PUBLIC WORKS; RESOURCE RECOVERY AND WASTE MANAGEMENT; TAJIGUAS SANITARY LANDFILL PHASE IIIC GROUNDWATER PROTECTION SYSTEM ; CONSTRUCTION DRAWINGS

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 principles. 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. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

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 \$2,203,962.00, to be paid as provided in the Contract Documents.

The Engineer is authorized to order, as change order work, the performance of supplemental work itemized in the attached Estimate of Job Costs, totaling \$350,000.00 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.

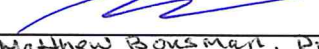
The Engineer is authorized to order, as change order work, changes and additions to the work being performed under this contract in an amount not to exceed \$122,698.10 (Contingency) in accordance with California Public Contract Code Sections 20142 and 20395, as applicable, to be paid as provided in 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.

COUNTY OF SANTA BARBARA

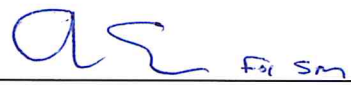
CONTRACTOR

Whitaker Construction Group, Inc.
2752 Concrete Court
Paso Robles, CA 93448

BY: _____
Joan Hartman, Chair, Board of Supervisors
County of Santa Barbara

BY:  _____
Matthew Bousman, President
License No. 902179
Business Type: S Corporation

Date: _____

BY:  _____
Scott D. McGolpin
Director of Public Works

ATTEST:
Mona Miyasato
County Executive Officer
Clerk of the Board

BY: _____
Deputy

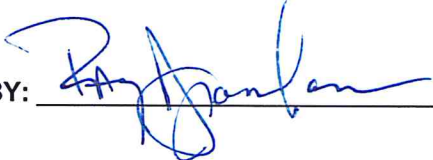
APPROVED AS TO FORM:
Michael Ghizzoni
County Counsel

BY:  _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
Theodore A. Fallati, C.P.A.
Auditor-Controller

APPROVED AS TO FORM:
Ray Aromatorio, ARM, AIC
Risk Manager

BY:  _____

BY:  _____

Fiscal Responsibility _____

Dept.	Division	Subdivision	Program	Org Unit	Fund	Account	Area
054	Resource Recovery & Waste Management	Permitting & Engineering	1750	0	1930	8200	0

REVISED BID ITEM LIST

Item No	P-F	Item Code	Description	Unit	Quantity	Unit Price	Item Total
PHASE IIIC GROUNDWATER PROTECTION SYSTEM BASE BID ITEMS:							
1A		-	Mobilization	LS	1	\$250,000.00	\$250,000.00
2A		-	Schedule	LS	1	\$5,000.00	\$5,000.00
2B		-	Construction Support Tasks – Stormwater Compliance and Interim Erosion Control	LS	1	\$59,700.00	\$59,700.00
2C		-	Facilities for Contractor/County Field Office	LS	1	\$16,500.00	\$16,500.00
2D		-	Diesel Fuel Price and Resin Adjustment Allocation	T&M	1	\$100,000.00	\$100,000.00
3		-	Project Survey	LS	1	\$60,000.00	\$60,000.00
3A		-	Miscellaneous Utilities Work	T&M	1	\$100,000.00	\$100,000.00
3B		-	Construction Water Pump Generator; Manifold and Water Storage Tank System	LS	1	\$64,000.00	\$64,000.00
PHASE IIIC GROUNDWATER PROTECTION SYSTEM BASE SUBTOTAL:							\$655,200.00
PHASE IIIC GROUNDWATER PROTECTION SYSTEM - PHASE 1 BID ITEMS:							
4		2	Clearing, Grubbing, and Demolition	AC	7.8	\$5,000.00	\$39,000.00
5		3 & 5	Unclassified Excavation from North Borrow to Unclassified Fill West Pad	CY	60,200	\$3.80	\$228,760.00
6		3 & 5	Unclassified Excavation from North Borrow to Unclassified Fill 1-Acre Pad	CY	35,000	\$3.40	\$119,000.00
7		3 & 5	Unclassified Excavation from North Borrow to Unclassified Fill 1-Acre Pad Stockpile	CY	20,000	\$3.50	\$70,000.00
28		20	Construct Pipe and Well Cover Adjustment with Pipe Bollards (Per Detail 6/D2)	EA	1	\$6,000.00	\$6,000.00
29		25	Construct Existing Drainage Inlet Cap (Per Detail 5/D3)	EA	1	\$2,200.00	\$2,200.00
43		-	Installation of Tensar TX190L Geogrid as directed by the Engineer	SF	115,000	\$0.70	\$80,500.00
PHASE IIIC GROUNDWATER PROTECTION SYSTEM - PHASE 1 SUBTOTAL:							\$545,460.00
PHASE IIIC GROUNDWATER PROTECTION SYSTEM - PHASE 2 BID ITEMS:							
8		3, 4, 5, & 16	Unclassified Excavation from North Borrow Low Permeability Material Stockpile to Unclassified Fill Phase IIIC Channel and Berm	CY	50,000	\$3.90	\$195,000.00
9		3 & 5	Unclassified Excavation from East Stockpile to Adjacent Unclassified Fill Top Deck Stockpile	CY	75,000	\$3.00	\$225,000.00


Item No	P-F	Item Code	Description	Unit	Quantity	Unit Price	Item Total
21		21	48-inch Corrugated Smooth Interior Wall HDPE Pipe with Bell and Spigot Ends (Per Detail 2/D2) – (SUBJECT TO SUBSEQUENT PERMIT APPROVAL) - DELETABLE	LF	360	\$130.00	\$46,800.00
24		22	Concrete Collar per SPPWC Std. 380-4 (and per Detail 4/D2) – – (NOT A PART – SUBJECT TO SUBSEQUENT PERMIT APPROVAL) - DELETABLE	EA	3	\$2,200.00	\$6,600.00
25		24	Construct Precast 60" Concrete Riser Rings (Per Detail 1/9)	LF	38	\$409.00	\$15,542.00
26		24	Construct Concrete Riser Pipe Joint Collar (Per Detail 1/9)	EA	3	\$3,000.00	\$9,000.00
PHASE IIIC GROUNDWATER PROTECTION SYSTEM - PHASE 2 SUBTOTAL:							\$497,942.00
PHASE IIIC GROUNDWATER PROTECTION SYSTEM - PHASE 3 BID ITEMS:							
10		3	Phase IIIC Subgrade Preparation	SF	48,000	\$0.26	\$12,480.00
11A		15	Construct 2' Thick PCS on Liner Slopes (Placed 15' Vertically) - Phase IIIC	SF	27,000	\$1.00	\$27,000.00
11B		15	Construct 2' Thick PCS on Liner Slopes (Placed 15' Vertically) - Phase IIC	SF	16,500	\$1.00	\$16,500.00
12		19	Construct 12" Subdrain Riser Termination (Per Detail 3/D2)	EA	1	\$2,500.00	\$2,500.00
13		8	Construct 12" Subdrain Sump Slope Riser Pipe (Per Detail 5/D2)	LF	100	\$140.00	\$14,000.00
14		19	Construct 12" Lysimeter Riser Termination (Per Detail 3/D2)	EA	1	\$2,500.00	\$2,500.00
15		8	Construct 12" Lysimeter Sump Slope Riser (Per Detail 5/D2)	LF	90	\$280.00	\$25,200.00
16		19	Construct 18" LCRS Riser Termination (Per Detail 3/D2)	EA	2	\$3,700.00	\$7,400.00
17		8	Construct 18" LCRS Sump Slope Riser (Per Detail 5/D2)	LF	170	\$240.00	\$40,800.00
18		14	Construct 6" Solid Sump Flush Riser Termination (Per Detail 3/D2)	EA	2	\$2,000.00	\$4,000.00
19		14	Construct 6" Solid Sump Flush Slope Riser (Per Detail 5/D2)	LF	170	\$30.00	\$5,100.00
20		13	Construct 4" Solid Out-of-Channel Subdrain (Per Detail 6/D3)	LF	800	\$12.00	\$9,600.00
22		23	Construct 4" AC over 8" Class 2 Base Access Road with Reinforced Concrete Side Slope (Per Detail 7/D2)	SF	2,000	\$17.00	\$34,000.00
23		11	Construct Concrete V-Ditch (Per Detail 1/D2)	LF	180	\$65.00	\$11,700.00
27		23	Install Flexible Post Delineators (Per Cal Trans Std. A-73C and Detail 7/D2)	EA	4	\$50.00	\$200.00

Item No	P-F	Item Code	Description	Unit	Quantity	Unit Price	Item Total
29		25	Construct Existing Drainage Inlet Cap (Per Detail 5/D3)	EA	1	\$2,200.00	\$2,200.00
30		12	Construct Rip Rap Pad (Per Detail 7/D1)	SF	800	\$14.00	\$11,200.00
31		7	Construct Slope Liner Join to Phase IIC or IIIA (Per Detail 2/D1)	LF	200	\$100.00	\$20,000.00
32		6	60 Mil HDPE Geomembrane – Slopes (Per Detail 1/D1)	SF	45,000	\$1.75	\$78,750.00
33		10	Construct Phase IIIC to IIC Liner Join (Per Detail 5/D1)	LF	500	\$66.00	\$33,000.00
34		9	Construct Berm Anchor Trench Liner Termination (Per Detail 4/D1)	LF	590	\$57.00	\$33,630.00
35		18	Construct Slope Liner Termination (Per Detail 3/D1)	LF	120	\$75.00	\$9,000.00
36		6	GCL – Slope (Per Detail 1/D1)	SF	45,000	\$1.20	\$54,000.00
37		6	16-ounce Geotextile - Slope (Per Detail 1/D1)	SF	45,000	\$0.50	\$22,500.00
38		17	Remove and Replace Top 16 oz Geotextile, overlap a minimum of 12" and sew	SF	5,100	\$0.60	\$3,060.00
PHASE IIIC GROUNDWATER PROTECTION SYSTEM - PHASE 3 SUBTOTAL:							\$480,320.00
PHASE IIIC GROUNDWATER PROTECTION SYSTEM - EROSION CONTROL BID ITEMS:							
39		EC-1	Hydroseed Slopes	AC	1.50	\$6,160.00	\$9,240.00
40		EC-2	Install Fiber Rolls (Per Details 2/D3 and 3/D3)	LF	4,500	\$2.65	\$11,925.00
41		EC-3	Install Gravel Bag Chevron (Per Detail 1/D3)	EA	1	\$125.00	\$125.00
42		EC-4	Hydroseed Bio-Swale	AC	0.50	\$7,500.00	\$3,750.00
PHASE IIIC GROUNDWATER PROTECTION SYSTEM - EROSION CONTROL SUBTOTAL:							\$25,040.00
PHASE IIIC GROUNDWATER PROTECTION SYSTEM - SUPPLEMENTAL WORK BID ITEMS:							
		SW-1	Supplemental Work - Water Acquisition and Transportation	LS	1	\$250,000	\$250,000
		SW-2	Supplemental Work - Environmental Obligations	LS	1	\$50,000	\$50,000
		SW-3	Supplemental Work - Public Convenience and Safety	LS	1	\$50,000	\$50,000
PHASE IIIC GROUNDWATER PROTECTION SYSTEM - SUPPLEMENTAL WORK SUBTOTAL:							\$350,000
PHASE IIIC GROUNDWATER PROTECTION SYSTEM PROJECT TOTAL:							2,553,962.00

CERTIFICATE OF COMPLIANCE

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

Whitaker Construction Group Inc.
Firm


By Matthew Bousman


President
Title

1/29/2018
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.

Whitaker Construction Group Inc.
Firm


By Matthew Bousman

President
Title

1/29/2018
Date

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