

County of Santa Barbara  
**General Building Construction Job Order Contract**  
**Project 8001**

Bid Date: August 25, 2016, 2016

including Addendum No(s). 1, 2, 3, \_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_, the undersigned bidder, having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and the costs of Work in the County of Santa Barbara , hereby proposes and agrees to fully perform the Work of each Job Order within the Job Order Completion Time stated in and in strict accordance with the Contract Documents including the furnishing of any and all labor, materials, tools, expendable equipment and utility and transportation services necessary to fully perform the work and complete it in a workmanlike manner.

2. The Bidder shall set forth Adjustment Factors in legible figures in the respective space provided. Failure to submit all Adjustment Factors will result in the Bid being deemed non-responsive. The CONTRACTOR shall perform the Tasks required by each individual Job Order using the Adjustment Factors.
3. Specify lines 1 through 5 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).
4. **The Other Than Normal Working Hours Adjustment Factors must be greater than or equal to the corresponding Normal Working Hours Adjustment Factors.**
5. The weighted multipliers are for the purpose of calculating an Award Criteria Figure only. No assurances are made by the Owner that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Award Criteria Figure is only used for the purpose of determining the Bid.
6. When submitting Job Order Price Proposals related to specific Job Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed.

|    | <b>Adjustment Factor Name</b>                                                                                                                                                                   | <b>Adjustment Factor Bid</b> | <b>X Multiplier (% weight)</b> | <b>= Total</b>  |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|--------------------------------|-----------------|
| 1. | Adjustment Factor for Normal Working Hours for Project located in North County (Monday through Friday 7:00 am to 4:00 pm except County holidays)                                                | <u>0.9225</u>                | X 0.40                         | = <u>0.3690</u> |
| 2. | Adjustment Factor for Other Than Normal Working Hours for Projects located in North County (Monday through Friday 4:00 pm to 7:00 am and all day Saturday, Sunday and County holidays)          | <u>0.9350</u>                | X 0.10                         | = <u>0.0935</u> |
| 3. | Adjustment Factor for Normal Working Hours for Projects located in South County (Monday through Friday 7:00 am to 4:00 pm except County holidays)                                               | <u>0.9225</u>                | X 0.40                         | = <u>0.3690</u> |
| 4. | Adjustment Factor for Other Than Normal Working Hours for Projects located in South County (Monday through Friday 4:00 pm to 7:00 am and all day Saturday, Sunday and County holidays)          | <u>0.9225</u>                | X 0.10                         | = <u>0.0923</u> |
| 5. | <p style="text-align: center;"><b>Add all the Total amounts in the right column.</b></p> <p style="text-align: center;"><b>The Sum of these Total amounts is the Award Criteria Figure.</b></p> |                              |                                | = <u>0.9238</u> |

8. It is understood that the COUNTY reserves the right to reject the proposal and that it shall remain open and not be withdrawn for a period of sixty (60) calendar days from the date prescribed for its opening.
9. 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 thirty (30) 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 the COUNTY in accordance with the proposal as accepted, and will also furnish and deliver to the COUNTY any Payment Bond required under the provisions of California Civil Code and Performance Bond as required under the provisions of the California Government Code and/or California Public Contract Code all within fourteen (14) calendar days after personal delivery or deposit in the mails, as the case may be, of the notifications of award. The work under the contract will be set forth in the Detailed Scopes of Work referenced in the individual Job Orders. The CONTRACTOR is required to complete each Detailed Scope of Work for the Job Order Price within the Job Order Completion Time.

10. Notice of acceptance or request for additional information may be addressed to the undersigned bidder at the business address set forth below.
11. The bid, contract or other submittal of the CONTRACTOR identified below in connection with the foregoing project is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; and that the bid is genuine, and not collusive or sham; that the undersigned bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding; that the undersigned bidder has not directly or indirectly sought by agreement, communication or conference with anyone to fix his bid price or the bid price of any other bidder or to fix any overhead, profit or cost element of such bid price or of that of any other bidder or to secure any advantage against the COUNTY of Santa Barbara of anyone interested in the proposed contract; or all statements contained in this proposal are true; and that the undersigned bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents 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 foregoing is true and correct.
12. Wherever in this proposal an amount is stated in both words and figures, in case of discrepancy between words and figures the words shall prevail; if all or any portion of the proposal is required to be given in unit prices and totals and a discrepancy existing between any such unit prices and totals so given, the unit prices shall prevail.
13. In accordance with the provisions of Sections 1860 and 1861 of the California Labor Code, every CONTRACTOR will be required to secure the payment of compensation of his or her 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."
14. Protests of any bid(s) received must be in writing, must specify all grounds for the protest, and must be filed within ten working days after the opening of bids.

**CONTRACTOR**

Newton construction  
Company

2430 Broad St.  
Street Address

SAN VICENTE PO, CA 93101  
City

BY:   
Signature

IRS No.: 770587115

License Classification(s): ABC 10

Phone Number: 805-544-5583

ERIC NEWTON, president  
Printed Name, Title

CERTIFICATE OF COMPLIANCE

The Contractor hereby states, under penalty of perjury, that all requirements for insurance and California Department of Industrial Relations (DIR) registration of contractors as specified for this Contract have been met.

8-25-14

Dated



Signature of Principal

Eric Newton, President

Printed Name, Title of Principal

Newton Construction

Company

2436 Broad Street

Address

San Luis Obispo, CA 93401

City, State & Zip

## BIDDERS BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ as Principal, and \_\_\_\_\_ 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 \$25,000, 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, 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 AMOUNT BID DOLLARS (\$10%). The condition of this obligation is such that a bid to Owner for certain construction specifically described as follows for which bids are to be opened, has been submitted by Principal to Owner.

**County of Santa Barbara**

**General Building Construction Job Order Contract  
Project 8001**

Bid Date: August 25, 2016

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period therein 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 therefore, 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 affects 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.

In the event suit is brought upon said Bond by Owner and judgment is recovered, the Surety shall pay all costs incurred by Owner in such suit, including a reasonable attorney's fee to be fixed by the Court.

\* NEWTON CONSTRUCTION & MANAGEMENT, INC.

\*\* ARCH INSURANCE COMPANY

Death, Bankruptcy, Receivership, Going Out of Business for any reason, or incompetence of the Principal shall not relieve the Surety of its obligations hereunder.

Dated 8/25/16

NEWTON CONSTRUCTION & MANAGEMENT, INC.  
Name of Principal

[Signature] (Seal)  
Signature of Principal

ARCH INSURANCE COMPANY  
Name of Surety

865 S. FIGUEROA ST. #2700  
Address

LOS ANGELES, CA 90017  
City, State & Zip

Dated AUGUST 18TH, 2016

[Signature] (Seal)  
Signature of Principal *KEVIN VEGA, ATTORNEY-in-FACT*  
Signature of Surety's Attorney-in-fact

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

C&D BONDING & INSURANCE SERVICES  
Name of Agent

534 E. BADILLO ST.  
Address

COVINA, CA 91723  
City, State & Zip

626-859-1000  
Telephone Number

626-859-1001  
FAX Number

NOTE: Signatures of those executing for Surety MUST be properly acknowledged. This form may be reproduced for transmittal to the Surety for execution and attached to the front of the original Bid Bond Form.

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.**

*This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.*

## POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Britton Christansen, Jadon H. Smith, Kevin Vega, Myrna Smith and Philip E. Vega of Covina, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of LOS ANGELES )

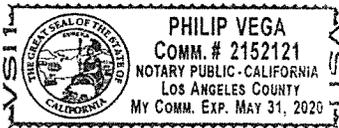
On 08/18/2016 before me, PHILIP VEGA, NOTARY PUBLIC  
*Date Here Insert Name and Title of the Officer*

personally appeared KEVIN VEGA  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature \_\_\_\_\_  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

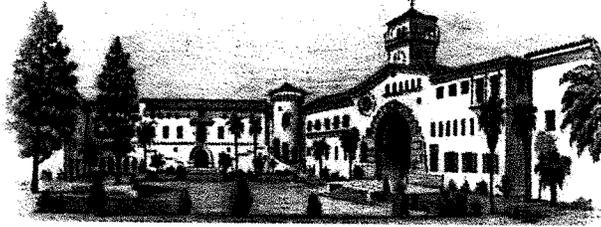
Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

# COUNTY OF SANTA BARBARA

**Celeste Manolas**  
Manager

**Robert Ooley, FAIA**  
County Architect

**Leann Anderson**  
Project Coordinator



**John Green**  
Project Manager

**Todd Morrison, AC**  
Project Manager

**Tammy Modglin**  
Project Coordinator

## **CAPITAL PROJECTS GROUP** SUPPORT SERVICES DIVISION GENERAL SERVICES DEPARTMENT

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**Addendum Number: One**  
**Addendum Issue Date: July 28, 2016**

### **BID SOLICITATION**

**Project: General Building Construction Job Order Contracting**  
**Project Number: 8001**  
**Bid Opening Date: August 25, 2016**

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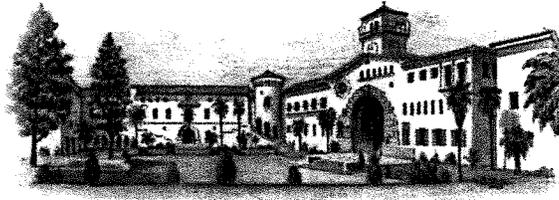
### **General**

The following changes, additions, deletions or clarifications shall be incorporated into the Contract Documents and made part of the Bidders Submission for the above referenced Bid Solicitation. All other conditions shall remain the unchanged and in full force.

- I. Changes and/or Clarification to the Plans and Specifications**
- 1) The Notice to Bidders, “**Contractors License and Office Requirements**” section, stipulates that the contractor must have a “staffed office located within the County of Santa Barbara at the time of bid opening”. This requirement is hereby removed.
  - 2) Any other references within the bid documents requiring the contractor to have a staffed office within the County of Santa Barbara at the time of bid opening are hereby removed.

END OF ADDENDUM #1

# COUNTY OF SANTA BARBARA



**Celeste Manolas**  
Manager

**Robert Ooley, FAIA**  
County Architect

**Leann Anderson**  
Project Coordinator

**John Green**  
Project Manager

**Todd Morrison, AC**  
Project Manager

**Tammy Modglin**  
Project Coordinator

## **CAPITAL PROJECTS GROUP** SUPPORT SERVICES DIVISION GENERAL SERVICES DEPARTMENT

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**Addendum Number: Two**  
**Addendum Issue Date: August 4, 2016**

### **BID SOLICITATION**

**Project: General Building Construction Job Order Contracting**

**Project Number: 8001**

**Bid Opening Date: August 25, 2016**

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### **General**

The following changes, additions, deletions or clarifications shall be incorporated into the Contract Documents and made part of the Bidders Submission for the above referenced Bid Solicitation. All other conditions shall remain the unchanged and in full force.

**I. Information to Bidders**

Item No. 1 PRE BID CONFERENCE MEETING MINUTES

Item No. 2 PRE-BID SIGN IN SHEET, attached to minutes

Item No. 3 PRE-BID GORDIAN POWER POINT PRESENTATION, attached to minutes

Item No. 4 PRE-BID "USING THE CONSTRUCTION TASK CATALOG" handout, attached to minutes

**II. Clarification to the Plans and Specifications**

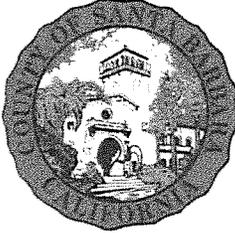
No items this addendum

END OF ADDENDUM #2

## Mandatory Pre-Bid Agenda

### Job Order Contracts

**JOC #8001 General Building Construction (General Services)**  
**JOC #820000 Paving, Concrete, Maintenance & Repair (Public Works)**  
112 W. Cabrillo Blvd., Santa Barbara, CA 93101



County of Santa Barbara  
General Services Department - Capital Projects  
1105 Santa Barbara Street  
Santa Barbara, California, CA 93101

and  
Public Works Department – Transportation Division  
123 E. Anapamu Street  
Santa Barbara, CA 93101

August 4, 2016

### 1. SIGN IN – MANDATORY FOR ALL CONTRACTORS WISHING TO SUBMIT A PROPOSAL

### 2. Introduction of Project Team

Two separate County of Santa Barbara advertisements:  
JOC #8001 General Building Construction (GS)  
JOC #820000 Paving, Concrete, Maintenance & Repair (PW)

### 3. Overview Bidding Process Requirements and Addenda

#### A. JOC #8001 General Building Construction (GS)

1. To request plans and specs contact [andersonl@countyofsb.org](mailto:andersonl@countyofsb.org)
2. Questions, answers, clarifications:  
Contact: Robert Ooley, FAIA County Architect, 805-568-3085 or [countyarchitect@countyofsb.org](mailto:countyarchitect@countyofsb.org)  
Copy on all emails: Leann Anderson, [andersonl@countyofsb.org](mailto:andersonl@countyofsb.org)
3. **Bid Date, on or before 3:00 p.m. August 25, 2016:**  
**County of Santa Barbara, General Services, Support Services, Courthouse East Wing,  
1105 Santa Barbara St, 2nd Floor, Santa Barbara, CA 93101**

#### B. JOC #820000 Paving, Concrete, Maintenance & Repair (PW)

1. To access bid package visit <https://ebids.cosbpw.net/Contr/AdvProj.aspx>
2. Questions, answers, clarifications:  
Contact: Brittany Heaton, 805-568-3000 or [pwspecwriter@cosbpw.net](mailto:pwspecwriter@cosbpw.net)
3. **Bid Date, on or before 3:00 p.m. August 25, 2016:**  
**County of Santa Barbara, Public Works, Transportation Division  
123 E. Anapamu St, 1<sup>st</sup> Floor, Santa Barbara, CA 93101 or  
620 W. Foster Rd, Santa Maria, CA 93455**

4. Contract Documents - All documents electronic; included are the notice to bidders, bid form/book, contract forms, job order contracting special conditions, general conditions/special provisions, construction task catalog, and job order contracting technical specifications.

### 5. Overview - Presentation by the Gordian Group

### 6. Questions and Clarifications:

1. Q: Does the book now take into account items such as the DIR now requiring concrete truck drivers to be paid prevailing wage?  
A: Yes
2. Q: Take for example a parking lot, in terms of the scoping mtg, depending on items, who measures the lot for instance?

A: It depends on the project you may not always have a good set of plans available and we may rely on your expertise to perform measurements, develop sketches. We will partner with you to ensure we agree on the scope, but ultimately it will be the contractor's responsibility.

3. Q: I heard the County was going to raise the maximum per contract from \$1M to \$2M?  
A: No, there will be up to 2 contracts each (2 general 2 paving) at a maximum of \$1M each.
4. Q: Is there a minimum amount to qualify as a JOC order?  
A: No, will vary depending on what the County needs. The \$25,000 is minimum per year but individual projects may be less.
5. Q: So all projects could be JOC?  
A: It depends on the nature of projects, we foresee larger maintenance/smaller construction project types being considered. While projects could be JOC up to \$1M, we are under no obligation, beyond the \$25K minimum should contracts be awarded, to use JOC for any projects.
6. Q: So there will be 1 general construction contract and 1 paving?  
A: No, up to 2 each.
7. Q: Will there be 1 north county general and 1 south of each?  
A: No, the contracts will be based on low bid.
8. Q: Why award 2 contracts each?  
A: This provides the County with options and flexibility, performance is key on getting additional work.
9. Q: Is the \$1Mmax per contract type?  
A: No the max is per contract.
10. Q: Are there any projections of percentage of work in north County vs south?  
A No
11. Q: Is it just part of the process that no clarity can be provided on where, any flexibility on giving us more info?  
A Yes it is the nature of the process that we don't have committed work to identify to that level of clarity.
12. Q: Can the bid security be a cashier's check? What about a bond?  
A: Whatever is acceptable under Public Contracts Code, which under 20483 allows:
  - a) Cash.
  - b) A cashier's check
  - c) A certified check
  - d) A bidder's bond executed by an admitted surety insurer, the bid documents/bid book include a form.
13. Q: Is the Gordian 24 hour support phone only or email?  
A: Both but call your local representatives first, we can usually cover it.
14. Q: If we do \$10,000 scope for instance, does Gordian bill us?  
A: yes, after the project is complete. The Gordian fee factor is 1%, so in this scenario that would be \$100.
15. Q: Where does the Gordian fee factor in?  
A: Include the Gordian fee into your adjustment factor, however you want to figure it out.
16. Q: So is it 1% of the CTC or does it include the adjustment factor?  
A: The 1% licensing fee is based on the awarded PO/contract amount. The awarded contract will be based on your adjustment factor.
17. Q: Is there anything in the CTC for efforts in preparing incidental drawings?  
A: That is to be included in your adjustment factor. There is no code in the book to select.
18. Q: Is the County obligated to give Gordian any set amount of work?  
A: No
19. Q: Does the County have additional work beyond JOC?  
A: Yes
20. Q: Is Gordian already contracted with the County?  
A: Yes
21. Q: Does the County have the option to use JOC or not?  
A: Yes, this is just one tool available to them.
22. Q: If I am awarded a JOC, can I participate in other County projects?  
A: Yes

23. Q: Do you know how much south or north County work you have? In which case it might make sense for you to award to a north or south county contractor?  
A: No, and award will be based on low bid.
24. Q: Does the addendum take out the fully functioning office referenced in the PowerPoint?  
A Yes You are not required to have a staffed office located inside the County of Santa Barbara. A fully functioning office somewhere on earth is advisable in general.
25. Q: If I hold both licenses and bid both contracts, can I be awarded both?  
A: Yes
26. Q: Will both contract bids be opened at the same time?  
A: Yes
27. Q: Will you be publishing sign in sheet?  
A: Yes
28. Q: Is there any chance the County may extend the contract/exceed the 1M? Other municipalities have reserved the right to do so.  
A: No
29. Q: The CTC is 4000 pages, does the adjustment factor apply to the entire book or for paving, just certain sections?  
A: The adjustment factor applies to the entire book.
30. Q: Is it the same CTC for both JOC contracts?  
A: Yes
31. Q: Is the CTC searchable?  
A: Yes, you can search by key word.
32. Q: I attended the presentation and asked about how unit prices were developed, and I didn't get an answer on how prices in book were based, can you explain?  
A: Local labor rates, research on paving, local pricing.
33. Q: So this cost catalog was established for Santa Barbara County and would be different than say a Ventura County book?  
A: Yes
34. Q: Is the CTC updated?  
A: It remains stagnant for the contract term of 1 year.

# COUNTY OF SANTA BARBARA



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## **CAPITAL PROJECTS GROUP** SUPPORT SERVICES DIVISION GENERAL SERVICES DEPARTMENT

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**Addendum Number:** Three

**Addendum Issue Date:** August 17, 2016

### **BID SOLICITATION**

**Project:** General Building Construction Job Order Contracting

**Project Number:** 8001

**Bid Opening Date:** August 25, 2016

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### **General**

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#### **I. Changes and/or Clarifications to the Plans and Specifications**

The Bidder's Statement and Anti-Fraud Certification bid forms were noted in the table of contents, but were not included in the original Bid Documents. The Noncollusion Affidavit is a new bid form added to the Bid Documents by virtue of this addendum. All three forms must be completed and submitted with the bid:

Item No. 1: Bidder's Statement (*attached*)

Item No. 2: Anti-Fraud Certification (*attached*)

Item No. 3: Noncollusion Affidavit (*attached*)

END OF ADDENDUM #3

**BIDDER'S STATEMENTS**

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

**REGARDING PUBLIC CONTRACT CODE SECTION 10232:**

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.

**REGARDING 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)

8-15-16

Dated

  
\_\_\_\_\_  
Signature of Principal

ERIC NEWTON, president  
\_\_\_\_\_  
Printed Name, Title of Principal

NEWTON CONSTRUCTION  
\_\_\_\_\_  
Company

PO BOX 3260  
\_\_\_\_\_  
Address

SAN LUIS OBISPO, CA 93403  
\_\_\_\_\_  
City, State & Zip

**ANTI-FRAUD CERTIFICATION**

County of Santa Barbara  
General Building Construction Job Order Contracting  
Project No. 8001  
Bid Date: August 25, 2016 at 3:00 p.m.

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.**

8-25-16  
Dated

  
Signature of Principal

ERIC NEWTON, president  
Printed Name, Title of Principal

PO NEWTON CONSTRUCTION  
Company

PO BOX 3260  
Address

SAN VICENTE, CA 93403  
City, State & Zip

**NONCOLLUSION AFFIDAVIT**

In accordance with Public Contract Code § 7106. ERIC NEWTON  
(Bidder's full name)

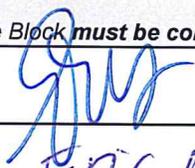
being first duly sworn, deposes and says that he or she is president  
(Bidder's title)

of NEWTON CONSTRUCTION  
(Company's name)

the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding; that 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 any other 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 of anyone interested in the proposed Contract; that all statements contained in the Bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

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

|                                                                                                                |                          |
|----------------------------------------------------------------------------------------------------------------|--------------------------|
| SIGNATURE BLOCK ( <i>Signature Block must be completed in ink &amp; changes must be initialed.</i> )           |                          |
| Bidder's Signature: <u></u> | Date: <u>8-25-16</u>     |
| Bidder's Name & Title (Print): <u>ERIC NEWTON, PRESIDENT</u>                                                   |                          |
| At CITY: <u>SAN WIS OBISPO</u>                                                                                 | STATE: <u>CALIFORNIA</u> |