



Contract Number

SAP Number

Public Works

Table with contract details: Department Contract Representative (Andy Silao, P.E., Chief), Telephone Number (909 387-7920), Contractor (Sully-Miller Contracting Company), Project Name (Phelan Road Phase 1), CSLB No. (747612-A), DIR Registration No. (1000003664), Contractor Representative Telephone Number (714 578-9600), Contract Term, Original Contract Amount (\$7,472,216.97), Amendment Amount, Total Contract Amount, Cost Center (6650002000/52002445/H15269), Grant Number (if applicable).

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

ARTICLE I. That for and in consideration of payment and agreements hereinafter mentioned to be made and performed by San Bernardino County (County), and under the conditions expressed in the two bonds hereunto annexed, Sully-Miller Contracting Company (Contractor) agrees with County, at Contractor's own proper cost and expense, to do all the work and to furnish all the materials necessary to construct and complete in a good, workmanlike and substantial manner, this project to the satisfaction of the Director of Public Works in accordance with the following documents, which are incorporated herein by this reference, and the articles set forth below:

Plans entitled: Plans for Construction on Phelan Road Beekley Road to Baldy Mesa Road (Phase1), Phelan Area, Work Order No.: H15269; Road No.: 651850-010, 651850-013.

California Department of Transportation (Caltrans) 2015 Standard Specifications and the 2018, 2022 & 2023 Standard Plans, including the Caltrans 2015 Revised Standard Specifications and the Latest Revised Standard Plans (Revisions on both the Standard Specifications and the Standard Plans, unless specified otherwise in the contract documents.

Special Provisions entitled: Special Provisions for Construction on Phelan Road Beekley Road to Baldy Mesa Road (Phase1); Length: 8 miles; Work Order No.: H15269; Area: Phelan Area; Road No.: 651850-010, 651850-013 including Addendums No. 1 and 2.

ARTICLE II. Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until its acceptance by the County, and for all risks of every description connected with the work; also for expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to this agreement, to wit:

Project:

Phelan RoadW.O. #: **H15269**

Limits:

Beekley Road to Baldy Mesa Road

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
1	300,000.00	FA.	Supplemental Work At Force Account (Unforeseen Differing Site Conditions and Utility Conflict)	\$ 1.00	\$ 300,000.00
2	1.00	L.S.	Water Pollution Control Program	\$ 16,000.00	\$ 16,000.00
3	1.00	L.S.	Mobilization	\$ 689,000.00	\$ 689,000.00
4	1.00	L.S.	Traffic Control System	\$ 350,000.00	\$ 350,000.00
5	1.00	L.S.	Road Detour	\$ 45,000.00	\$ 45,000.00
6	4.00	EA.	Portable Changeable Message Sign	\$ 10,000.00	\$ 40,000.00
7	2,300.00	L.F.	Remove Traffic Stripe	\$ 2.18	\$ 5,014.00
8	1,230.00	S.Y.	Remove Asphalt Concrete Surfacing	\$ 32.00	\$ 39,360.00
9	19,500.00	S.Y.	Pulverize Asphalt Concrete Surfacing (1.20 and 1.35')	\$ 4.35	\$ 84,825.00
10	1.00	EA.	Reset Roadside Sign	\$ 385.00	\$ 385.00
11	3.00	EA.	Adjust Frame and Cover To Grade	\$ 3,500.00	\$ 10,500.00
12	166,000.00	S.Y.	Cold Plane Asphalt Concrete Pavement	\$ 3.80	\$ 630,800.00
13	320.00	S.Y.	Remove Concrete	\$ 23.60	\$ 7,552.00
14	1.00	L.S.	Clearing and Grubbing	\$ 15,000.00	\$ 15,000.00
15	1.00	L.S.	Develop Water Supply	\$ 18,000.00	\$ 18,000.00
16	4,050.00	C.Y.	Roadway Excavation	\$ 58.50	\$ 236,925.00
17	1.00	L.S.	Finishing Roadway	\$ 29,000.00	\$ 29,000.00
18	19,400.00	S.Y.	2% Cement Treated Base (060' and 0.70')	\$ 6.75	\$ 130,950.00
19	6,100.00	TON	Asphalt Concrete Type A, 1" Aggregate Gradation, PG 70-10 HMA	\$ 102.00	\$ 622,200.00
20	34,000.00	TON	Asphalt Concrete Type A, 3/4" Aggregate Gradation, PG 76-22PM HMA	\$ 109.00	\$ 3,706,000.00
21	35.00	L.F.	Place Asphalt Concrete Dike	\$ 75.00	\$ 2,625.00
22	100.00	S.Y.	Place Asphalt Concrete (Miscellaneous Area)	\$ 25.00	\$ 2,500.00
23	6.00	S.Y.	Grouted Rock Treatment	\$ 685.00	\$ 4,110.00
24	12.00	EA.	Roadside Sign (Metal Post)	\$ 582.00	\$ 6,984.00
25	15.00	C.Y.	Minor Concrete (Spandrel, Spandrel Curb and Cross Gutter)	\$ 575.00	\$ 8,625.00
26	80.00	C.Y.	Minor Concrete (Sidewalk, Ramp and Ramp Curb)	\$ 590.00	\$ 47,200.00
27	505.00	LF	Minor Concrete (Curb and Gutter)	\$ 35.00	\$ 17,675.00
28	228.00	S.F.	ADA Ramp Detectable Warning Surface	\$ 52.00	\$ 11,856.00
29	10.00	EA.	Channelizer (Surface Mounted-Flexible Base Type F)	\$ 76.00	\$ 760.00
30	5.00	EA.	Object Marker-Type L-1(CA)(OM2-2V)	\$ 223.00	\$ 1,115.00
31	76,414.00	L.F.	Paint 6" wide Traffic Stripe (2-Coat)	\$ 0.43	\$ 32,858.02
32	6,224.00	L.F.	Paint 8" wide Traffic Stripe (2-Coat)	\$ 0.70	\$ 4,356.80
33	36,380.00	L.F.	Paint Double 6" wide Traffic Stripe (2-Coat)	\$ 0.80	\$ 29,104.00

Project:

Phelan Road

W.O. #: H15269

Limits:

Beekley Road to Baldy Mesa Road

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
34	7,868.00	S.F.	Paint Pavement Marking (2-Coat)	\$ 4.70	\$ 36,979.60
35	3,461.00	EA.	Pavement Marker (Recessed-Retroreflective - Type D and G)	\$ 23.55	\$ 81,506.55
36	42.00	EA.	Pavement Marker (Recessed-Retroreflective - Blue)	\$ 40.50	\$ 1,701.00
37	1.00	L.S.	(S) Signal and Lighting	\$ 205,750.00	\$ 205,750.00
CONTRACT TOTAL:				\$	7,472,216.97

ARTICLE III. County hereby promises and agrees with Contractor to employ and does hereby employ Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and thereby contracts to pay the same at the time, in the manner and upon conditions above set forth, and said parties hereto for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other banking account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

ARTICLE V. Contractor may, upon written request and at their expense, deposit substitute securities found in Government Code Section 16430 as authorized by Public Contract Code Section 22300 in lieu of retention monies withheld to insure performance.

ARTICLE VI. It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII. During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, County Policy and other applicable federal, state and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

ARTICLE VIII. Contractor shall comply with the provisions found in Exhibit "A," entitled, "Prevailing Wage Requirements, Required Contract Provisions [Federal Form 1273] Federal-Aid Construction Contracts, Female and Minority Goals, and Federal Trainee Program," attached to this Contract and incorporated herein by this reference.

ARTICLE IX. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this agreement.

ARTICLE X. By my signature hereunder, as Contractor, I certify that I am aware of the provisions and requirements of Sections 1777.5 and 1777.7 of the Labor Code relating to apprenticeship standards; and that I accept responsibility for compliance with the provisions of Section 1777.5 for all apprenticeable occupations pertaining to performance of work under this agreement.

ARTICLE XI. By my signature hereunder, as Contractor, I agree that County has the right to review, obtain and copy all records pertaining to performance of the contract. I agree to provide County with any relevant information requested and shall permit County access to company's premises upon reasonable notice for purposes on interviewing employees and inspecting records. I shall maintain all project records for at least three (3) years after final payment under the agreement.

ARTICLE XII. Contractor shall comply with the Prevailing Wage Laws described in this Agreement, including Exhibit A. As required by Labor Code section 1771.1(a) "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

ARTICLE XIII. The Contractor agrees:

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

SAN BERNARDINO COUNTY

SULLY-MILLER CONTRACTING COMPANY

(Print or type name of corporation, company, contractor, etc.)

►

Dawn Rowe, Chair, Board of Supervisors

By ► _____
(Authorized signature - sign in blue ink)

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Name Jeff Galterio
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

Title Assistant Secretary
(Print or Type)

By _____
Deputy

Dated: _____

Address 135 So. State College Blvd., Suite 400
Brea, CA 92821

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Aaron Gest, Deputy County Counsel	► Andy Silao, P.E., Chief	► Noel Castillo, Director
Date _____	Date _____	Date _____