

Attachment 1

CONTRACT FOR CONSTRUCTION SERVICES



COUNTY OF SANTA BARBARA
AGREEMENT FOR:
General Services Project No. 24012
County of Santa Barbara

Santa Barbara Courthouse Roof Replacement & Exterior Restoration
1100 Anacapa St. Santa Barbara CA 93101

BC: _____ - _____

THIS AGREEMENT ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY"), and Plant Construction Company, LP. ("CONTRACTOR" and together with COUNTY, collectively, the "Parties" and each individually a "Party"), for the completion of the Work (defined below), on the following terms, conditions, and provisions. All references in the General Terms to the "Agreement" shall have the meaning ascribed to the term "Agreement" in the immediately preceding sentence.

1. **CONTRACT:** This Agreement incorporates by reference all of the General Conditions and Special Conditions, Specifications and Drawings provided by the COUNTY for the **Phase 3A Santa Barbara Courthouse Roof Replacement and Exterior Restoration**, Project No. **24012**, the Notice to Bidders as amended by Addenda Number (no Addenda), the Bid Bond, the Performance Bond, the Payment Bond, and the bid documents executed and submitted by the CONTRACTOR for the Project ("Bid"), to the extent the Bid is consistent with the provisions of this Agreement other than the Bid (all of the foregoing documents, together with this Agreement, collectively, the "Contract" or "Contract Documents"). A copy of each of the General and Special Conditions, Specifications and Drawings provided by the COUNTY for the **Santa Barbara Courthouse Roof Replacement and Exterior Restoration**, Project No. **24012**, the Notice to Contractors, the Bid Bond, the Performance Bond, and the Payment Bond are attached hereto as EXHIBIT A, and a copy of the Bid is attached hereto as EXHIBIT B. All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Notice to Bidders. Copies of all Contract Documents are on file in the Department of General Services Office of the COUNTY and have been and will be made available to the CONTRACTOR during the term of this Agreement. CONTRACTOR acknowledges receipt of all Contract Documents.

2. **WORK:** CONTRACTOR, at CONTRACTOR's own cost and expense, shall perform all the work described in the Contract Documents ("Work"), and shall furnish all equipment and materials necessary to perform and complete the Work, in a good and workmanlike manner and to the satisfaction of the Director of the COUNTY's General Services Department ("Director"), or the Director's designee, all in strict accordance with the Contract Documents.

3. **EXCAVATIONS:** Before any pavement resurfacing, displacement, or excavation of the ground that may be required in connection with the Work under this Contract, the CONTRACTOR shall obtain an inquiry identification number by calling Underground Service Alert (USA) 1 (800) 422-4133 or by such other means as may be required; shall conform to all requirements of Sections 4215 through 4217 of the Government Code regarding any such pavement resurfacing, displacement or excavation, including the payment of any fees required; and shall facilitate performance by the COUNTY of any obligation required of the COUNTY under the Government Code. There shall be no performance under this Contract by either party hereto unless and until CONTRACTOR complies with all of the foregoing provisions of this Sections 3 and notifies the County Representative (defined below) in writing regarding such compliance.

4. **COUNTY REPRESENTATIVE:** The "County Representative" referred to in the Contract Documents is Lou Gibilisco

5. **PAYMENT:** As full compensation for furnishing all labor, supervision, overhead, materials, and equipment and for completing all of the Work contemplated by this Contract, 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 Contract is and shall be **Two Million, Fifty-Six Thousand, Four Hundred and Thirty-nine Dollars (\$2,056,439)** ("Base Contract Amount plus ADD Alternates 1-3"), to be paid as provided in the Contract Documents. The CONTRACTOR assumes and will provide against any loss or damage arising out of the nature of the Work undertaken, or the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the performance of the Work until its acceptance by the COUNTY, and assumes any and all expenses incurred by or in consequence of suspension or discontinuance of the Work, for well and faithfully completing the Work and the whole thereof, in the manner and to the requirements of the Contract and directions of the County Representative to the extent not inconsistent with any provisions of the Contract Documents.

6. **RIGHT TO AUDIT:** CONTRACTOR shall maintain and make available all books, papers, records, detail costs, estimates, claims, and accounts, including payment, property, payroll, personnel, subcontractors, and financial records related to, or which arise in connection with the Contract (collectively, the "Records"). The form of record keeping with respect to the Records shall be subject to approval by COUNTY. The Records shall be made available during normal business hours for examination by COUNTY or the County Representative and shall be retained at CONTRACTOR'S principal place of business in California for audit during normal business hours at such place for four (4) years after the recording of the Notice of Completion for the Project. CONTRACTOR shall provide an office in which COUNTY and the County Representative may conduct such audit(s).

The COUNTY will have the right to audit CONTRACTOR'S Project records. Records must be made available in a form satisfactory to the Santa Barbara County Auditor-Controller.

7. EXTRA WORK: Extra work and materials, may be authorized via written Allowance(s) and Change Order(s) duly executed by the Director, including agreement(s) providing for compensation in addition to the Base Contract Amount at the same rates per unit provided for in the Contract Documents; *provided, however*, that the aggregate amount of such compensation in addition to the Base Contract Amount that may be authorized by the Director shall not exceed the Allowance amount of **[\$160,910.00]** and/or Change Order Amount **[\$115,321.95]** (i.e., ten percent (10%) of the original Base Contract Amount, if the original Base Contract Amount is less than \$250,000, or (ii) \$25,000 + 5% of the amount of the original Base Contract Amount in excess of \$250,000). Compensation in such other equitable amount as is appropriate for the requirements of the COUNTY may be authorized by resolution or minute order of the Santa Barbara County Board of Supervisors.

8. COMPLIANCE WITH LAW: CONTRACTOR shall keep fully informed of, and shall at all times during the Term (defined below) ensure the performance of the Work is in compliance with, all laws, statutes, ordinances, decrees, orders, and regulations which do or may affect the Project, performance of the Work, the materials used therein, or persons engaged in connection therewith, and all such orders of bodies and tribunals having any jurisdiction over same (collectively, "Applicable Laws"). If CONTRACTOR has reason to believe that any provision of the Contract Documents conflict with any Applicable Law(s), the CONTRACTOR shall immediately report same to the County Representative in writing. CONTRACTOR shall at all times observe and comply with, and shall cause all agents, employees, and subcontractors to observe and comply with, all Applicable Laws. CONTRACTOR acknowledges and shall comply with the provisions of Sections 9364 and Sections 9550 and 9566, inclusive, of the Civil Code of California.

9. PAYMENTS NOT ACCEPTANCE: No certificate given or payments made under this Contract, except the final payment hereunder, 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 the Work has been filed for record and no payment shall be construed to be acceptance of any defective Work or improper materials. CONTRACTOR agrees that the payment for final quantities due under this Contract and the payment of amounts due for any Work in accordance with this Contract shall release the COUNTY from any claims or liabilities on account of Work performed under this Contract, as the same may be amended from time to time during the Term. In addition to guarantees required elsewhere, CONTRACTOR shall and does hereby guarantee all workmanship and material to be free of defects and fit for the purposes intended for a period of one year from and after both the date of acceptance of the work and the recordation of the Notice of Completion by the COUNTY and CONTRACTOR shall repair or replace all Work and materials, together with any other portions of the Work which may be displaced in so doing, that, in the opinion of the County Representative, is or becomes defective during the period of said guarantee, without expense whatsoever to the COUNTY.

10. PREVAILING WAGE RATES: Rates of wages, including overtime, holiday, and Sunday rates provided for the Work shall comply with and are subject to the California Labor Code, Sections 1770 et. seq., Executive Orders of the President of the United States No. 9240, dated September 9, 1942, and No. 9250, dated October 3, 1942, and to any modifications thereof, and to and any orders of the President or any authorized Federal Officer or agency, insofar as the same may apply to this Contract.

No contractor or subcontractor may be listed on a bid for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

11. CONTRACT DOCUMENTS ACKNOWLEDGED: CONTRACTOR hereby declares that CONTRACTOR has read the Contract Documents, has carefully examined the plans and detailed drawings of the Work to be performed, and fully understands the intent and meaning of the same.

12. TIME FOR COMMENCEMENT, COMPLETION: The term of this Contract shall commence effective as of the first date that this Agreement is duly executed by all of the parties hereto ("Effective Date") and shall terminate on the date that is **{275}** calendar days after the Effective Date unless earlier terminated in accordance with the provisions of this Agreement ("Term"). As soon as practicable after the Contract has been executed by both the CONTRACTOR and the COUNTY, a Notice to Proceed will be issued by the County Representative stating the starting date of work performance under the Contract. The CONTRACTOR shall begin work within fifteen (15) calendar days after receiving the Notice to Proceed unless otherwise provided therein. The provisions of this Agreement pertaining to Liquidated Damages shall apply in the event of the CONTRACTOR's failure to complete the Work within the Term. In the event that CONTRACTOR does not complete the Work during the Term, CONTRACTOR shall only be paid for the Work actually performed during the Term and accepted by COUNTY in accordance with the provisions of this Agreement.

13. WORKERS' COMPENSATION INSURANCE: CONTRACTOR certifies that CONTRACTOR has knowledge of, is in compliance with, and warrants that CONTRACTOR at all times during the Term shall remain in compliance with, 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 by the provisions of that Code. CONTRACTOR shall comply with such provisions before commencing the performance of the Work.

14. PROGRESS PAYMENT; NO WAIVER FOR DELAY: Any progress payment made after the scheduled completion date for the Work shall not constitute a waiver of any liquidated damages under this Contract.

15. GUARANTEE BONDS: Before any performance under this Contract, the CONTRACTOR shall provide the security required by statute for the payment of all workers and suppliers, and security for the faithful performance of all terms and conditions of this Contract, in an amount and form approved by the COUNTY. Both securities shall contain provisions that automatically increase amounts thereof and/or time of completion or both for all change orders, extensions, and additions to the Work provided under this Contract.

16. DISPUTES: Should any dispute(s) arise respecting the construction or meaning of any of the plans or specifications affecting the Work or respecting the true value of any extra work or work omitted, such dispute(s) shall be resolved by the Director of the COUNTY's General Services Department or his Assistant Director of General Services designee ("Director"), whose decision shall be final and binding upon the parties hereto. If, after the decision of the Director as provided herein, claims (as defined in Public Contracts Code Section 20104) under this Contract are filed by CONTRACTOR against COUNTY, and those claims are in the aggregate amount of \$375,000 or less, such claims shall be resolved under Public Contracts Code Sections 20104 through 20104.8, inclusive.

17. SUBSTITUTION OF MATERIALS, SUBSTITUTION OF CONTRACTORS: The County Representative is authorized to act on behalf of the COUNTY in any matters requiring consent to substitutions of materials or equipment; provided, however, that the County Representative is not authorized to exercise any authority reserved to the Director or his Assistant Director designee hereunder.

18. SURVIVAL: All provisions of this Contract which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

19. INDEMNIFICATION AND INSURANCE: CONTRACTOR shall at all times comply with the indemnification and insurance provisions set forth in EXHIBIT C, attached hereto and incorporated herein by reference.

20. ARPA COMPLIANCE: CONTRACTOR shall comply with the requirements of the Federal 2021 American Rescue Plan Act ("ARPA"), U.S. Treasury Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance, and federal regulations, including, but not limited to, Title 2 of the Code of Federal Regulations (CFR) Part 200, entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." In addition, CONTRACTOR shall comply with the Federal Terms and Conditions attached hereto as EXHIBIT D and incorporated herein by reference. CONTRACTOR shall comply with grant agreements, assurances in applications, notices of award, and all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and policies governing the ARPA funds provided in connection with this Agreement. CONTRACTOR shall be responsible for providing services in a manner consistent with all federal and state requirements and standards required as a condition of receiving and expending ARPA funds provided in connection with this Agreement.

21. TAXES: CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any Work under this Contract and shall make any and all payroll deductions required by law. CONTRACTOR is responsible for all CONTRACTOR personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits. In no event shall COUNTY pay or be responsible for any taxes imposed on, or with respect to, CONTRACTOR's income, revenues, gross receipts, personnel, real or personal property, or other assets. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

22. CONFLICT OF INTEREST: CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of Work required to be performed under this Contract. CONTRACTOR further covenants that in the performance of this Contract, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

23. NONDISCRIMINATION: COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

24. NON-ASSIGNMENT: CONTRACTOR shall not assign, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer") this Contract, in whole or in part, or any of CONTRACTOR's rights or obligations under this Contract, without the prior written consent of COUNTY in each instance. Any attempted or purported Transfer in violation of this Section 24, or in violation of Section 2.08 of the General Conditions, attached hereto as part of Exhibit A, shall be null and void and without legal

effect and shall constitute grounds for termination by COUNTY. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

25. SEVERABILITY: If any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

26. TIME IS OF THE ESSENCE: Time is of the essence in this Contract, and each covenant and term is a condition herein.

27. ENTIRE AGREEMENT AND AMENDMENT: The Contract Documents, as may be modified from time to time during the Term by duly authorized and executed Change Orders in accordance with the provisions of this Agreement and the General Terms, contain the entire understanding and agreement of the Parties with respect to the subject matter hereof and thereof, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein and therein. This Contract may be altered, amended or modified only by an instrument in writing, duly executed by each of the Parties, and by no other means, except as otherwise set forth in Section 30, below, to the extent such delegated authority is expressly authorized by the COUNTY Board of Supervisors in approving this Contract. Each Party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

28. EXECUTION OF COUNTERPARTS: This Contract may be executed electronically and 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.

29. SUBCONTRACTORS: CONTRACTOR is authorized to subcontract with only the subcontractor(s) identified in the Bid as attached hereto and as set forth in Exhibit B ("Subcontractors"). Contractor shall be fully responsible for all services and Work performed by its Subcontractors. Contractor shall secure from each of its Subcontractors legally binding written agreements to comply with the provisions of this Agreement pertaining to CONTRACTOR's obligations as if such obligations pertained to such Subcontractor, including, but not limited to, audit obligations.

30. CHANGE ORDERS: No Change Order shall be valid or enforceable against the COUNTY unless in the form of the Form of Change Order attached here as Exhibit [B] and duly executed by both CONTRACTOR and the Director in accordance with this Section 30 and Article 6 of the General Conditions ("Change Order"). No Change Order may (i) extend the Term, (ii) authorize Work to be performed hereunder after the Term or after the expiration or termination of this Agreement, (iii) increase the Maximum Contract Amount, or (iv) change the plans or specifications.

31. FLEET REQUIREMENTS: Vehicles with a Gross vehicle weight rating ("GVWR") greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board ("CARB") Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>. Contractor shall at all times have a valid Certificate of Reported Compliance, as described in section 2449(n) of Title 13 of the California Code of Regulations ("CARB Certificate of Compliance"), and shall confirm that each subcontractor listed in Contractor's Bid has a valid CARB Certificate of Compliance, for each fleet of vehicles subject to 13 CCR section 2449 that may be used in performance of this Contract. No such vehicle is permitted on the project site unless and until Contractor provides County with a valid Certificate of Reported Compliance applicable to such vehicle.

32. ORDER OF PRECEDENCE: In the event of conflict between the provisions contained in the numbered sections 1 through 35 of this Agreement ("Numbered Section") and the provisions contained in the Exhibits, the provisions contained in the Numbered Sections of this Agreement shall prevail over those in the Exhibits other than Exhibit C, which Exhibit C shall control and prevail over all other provisions of this Contract. CONTRACTOR agrees that in the event of any discrepancy, inconsistency, gap, ambiguity, or conflicting language between the Bid attached hereto as Exhibit B, on the one hand, and any other provision(s) of this Contract on the other, the provisions of this Contract (including the Numbered Sections of this Agreement, Exhibit A, and Exhibit C) other than Exhibit B shall take precedence and control and prevail over the provisions of the Bid attached hereto as Exhibit B.

33. TERMINATION.

A. COUNTY may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill its obligations hereunder.

1. For Convenience. COUNTY may terminate this Contract in whole or in part upon thirty (30) days' written notice. During such thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease Work as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of Work.

2. For Nonappropriation of Funds. Notwithstanding any other provision of this Contract, in the event that no funds or insufficient funds are appropriated or budgeted by federal, State or COUNTY governments, or sufficient funds are not otherwise available for payments hereunder in the fiscal year(s) covered by the Term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence, and COUNTY may terminate or suspend this Contract in whole or in part, with or without a prior notice period. Subsequent to termination of this Contract under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the Term.

3. For Cause. Should CONTRACTOR default in the performance of this Contract or materially breach any of the provisions hereof, COUNTY may, at COUNTY's sole option, terminate or suspend this Contract in whole or in part upon written notice ("Termination Notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately discontinue all Work (unless otherwise directed in such Termination Notice) and notify COUNTY in writing of the status of CONTRACTOR's performance of Work hereunder. The date of termination shall be the date the Termination Notice is received by CONTRACTOR, unless the Termination Notice directs otherwise.

B. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Contract, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Contract, COUNTY shall pay CONTRACTOR for satisfactory Work performed as of the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the Maximum Contract Amount, or for unperformed portions of Work. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Work rendered by CONTRACTOR. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

34. JURISDICTION; VENUE. This Contract shall be governed by the laws of the State of California. Any litigation arising out of this Contract shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to the County of Santa Barbara, if in federal court.

35. NO WAIVER. COUNTY's delay or failure to act with respect to a breach of this Contract by CONTRACTOR shall not constitute or be construed as a waiver of COUNTY's rights with respect to subsequent or similar breaches. Any delay or failure of COUNTY to exercise or enforce any right or provision of this Contract shall not constitute a waiver of such right or provision, and every power and remedy given by this Contract to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY. No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the first date fully executed by all of the parties hereto.

COUNTY
County of Santa Barbara

By: _____
LAURA CAPPS, CHAIR
BOARD OF SUPERVISORS

Dated: _____

ATTEST:
MONA MIYASATO,

COUNTY EXECUTIVE OFFICER

CLERK OF THE BOARD

By: _____
Deputy Clerk of the Board

CONTRACTOR
Plant Construction Company, L.P.
By Plant/Allison Corporation, a California corporation
Its General Partner

Signed by:
Chris Rivielle
3/14/2025 | 4:25 PM PDT
By: _____
097E4C550CFF4AB...
AUTHORIZED REPRESENTATIVE
Name: Chris Rivielle
Title: President

APPROVED AS TO FORM:
RACHEL VAN MULLEM,
COUNTY COUNSEL
By: _____
Signed by:
Lauren Wideman 3/17/2025 | 10:36 AM PDT
8F464D822C84458...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
BETSY SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER
By: _____
DocuSigned by:
Betsy Schaffer 3/17/2025 | 8:50 AM PDT
6BA9AE15901943E...
Deputy Auditor-Controller

APPROVED AS TO FORM:
GREG MILLIGAN, ARM
RISK MANAGER
By: _____
DocuSigned by:
Gregory Milligan 3/17/2025 | 12:57 PM PDT
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Risk Management

RECOMMENDED FOR APPROVAL
KIRK LAGERQUIST, DIRECTOR
GENERAL SERVICES DEPARTMENT
By: _____
DocuSigned by:
Kirk Lagerquist 3/17/2025 | 2:16 PM PDT
19AEDA90054E4CE...
Department Head

EXHIBIT B

Plant Construction Company, L.P. Proposal, January 30, 2024

(Attached)

CONTRACT SUMMARY

Base Bid	\$1,394,117.00
ADD Alt 1	\$ 169,645.00
ADD Alt 2	\$ 152,159.00
ADD Alt 3	\$ 340,518.00
Total Base Bid Plus ADD Alt 1-3	\$2,056,439.00
Allowance Total per Exhibit B Proposal	\$ 160,910.00
Sub Total	\$2,217,349.00
Contingency	\$ 115,322.00
Total Contract	\$2,332,671.00

PLANT



COUNTY OF SANTA BARBARA

ROOF AND EXTERIOR RENOVATION

RESPONSE TO REQUEST FOR PROPOSAL

PROJECT NO. 24012 | JANUARY 30, 2025

SUBMITTED BY

Phillip Aguilar
Vice President / Construction Manager
Plant Construction Company, L.P.
phillipa@plantco.com | 415.609.1948
300 Newhall Street
San Francisco, CA 94124



TABLE OF CONTENTS

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- 02 PRELIMINARY SCHEDULE
- 03 PHASING & LOGISTICS PLAN

01

BID FORM

BID FORM

1. Pursuant to and in compliance with your Notice to Bidders and the Contract Documents relating to the construction of:

COUNTY OF SANTA BARBARA
Santa Barbara Courthouse Roof and Exterior Renovation
1105 Santa Barbara Street SB, CA 93101
Project No. 24012
Bid Due Date: Thursday, January 30, 2025, at 2:30 P.M.

including Addendum No(s). 0 , , , , , , the undersigned bidder ("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 the Work at the place where the Work is to be done, hereby proposes and agrees to fully perform the Work within the 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) for the total sum of:

2. **BASE BID:**

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A. Roof restoration - **BASE BID**

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B. Exterior walls rehabilitation - **ADD ALT. 1**

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C. Exterior Sandstone wall rehabilitation - **ADD ALT. 2**

ADD Alt 3:

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D. Windows rehabilitation - **ADD ALT. 3**

(Place figures in appropriate boxes.)

(Place figures in appropriate boxes.)

The Bidder shall submit a list of the Allowances and Alternates with the Bid submittal.

Allowances for Specific Task Items Identified in Specifications 012100:
Alternates for Specific Task Items Identified in Specifications 012300:

Estimated number of work days: 120 days

Santa Barbara Courthouse Allowances Unit Rates

Allowances	Amount	
Allowance No. 1: Include an additional 20 percent of Cast Stone crack repair in addition to locations shown on drawings (elevation key note 6), as specified in Section 047201 "Historic Cast Stone Masonry Repair and Maintenance."	\$8,500.00	
Allowance No. 2: Include an additional 20 percent of Cast Stone patch repair in addition to locations shown on drawings (elevation key note 6), as specified in Section 047201 "Historic Cast Stone Masonry Repair and Maintenance"	\$10,080.00	
Allowance No. 3: Include raking out and repointing 20 percent of Cast Stone joints in area of work shown on elevation drawings, as specified in Section 047201 "Historic Cast Stone Masonry Repair and Maintenance."	\$10,080.00	
Allowance No. 4: Include replacement of 25 percent of Clay Tile Roofing at area of work due to loss of tile from breakage or other damage, as specified in Section 073213 "Clay Tile Roofing" and called out in roof plan key note 2. Replacement tile shall be custom made to match historic.	\$38,250.00	
Allowance No. 5: Include an additional 30 percent of removal of loose, debonded or otherwise damaged exterior cement plaster (stucco) and repair with cement plaster (stucco), in addition to locations shown on drawings (elevation key note 13), as specified in Section 092400 "Historic Cement Plaster (Stucco) Repair and Maintenance."	\$24,000.00	
Allowance No. 6: Include an additional 30 percent of concrete crack repair in addition to locations shown on drawings (elevation key note 1), as defined on drawings, and in Section 030130 "Maintenance of Cast in Place Concrete".	\$18,000.00	
Allowance No. 7: Include an additional 10 percent of concrete spall repairs in addition to locations shown on drawings (elevation key note 2), as defined on drawings, and in Section 030130 "Maintenance of Cast in Place Concrete."	\$14,000.00	
Allowance No. 8: Include 50 SF of concrete spall repairs at concrete roof substrate below clay roofing tiles, as defined on drawings, and in Section 030130 "Maintenance of Cast in Place Concrete. "	\$16,000.00	
Allowance No. 9: Include the lump sum allowance of \$8000 for purchase, delivery, and installation of new window hardware at missing or damaged hardware locations, as specified in Section 080151 "Treatment of Steel Windows" and Section 080152 "Treatment of Wood Windows."	\$8,000.00	
Allowance No. 10: Include an additional 200 percent of replacement glazing panels, in addition to the quantities indicated in the window schedules, as defined on the drawings, and in Section 080151 "Treatment of Steel Windows" and Section 080152 "Treatment of Wood Windows".	\$14,000.00	
Unit Prices	Amount	Quantity
Unit Price No. 1 – Cast Stone Crack Repair Description: Routing of existing cracks in cast stone unit and patching with specified mortar, as defined in Section 047201 - Historic Cast Stone Masonry Repair and Maintenance. Price per LF	\$209.44	LF
Unit Price No. 2 – Cast Stone Spall Repair Description: Installation of masonry patching compounds for repair of individual spalls, as defined in Section 047201 – Historic Cast Stone Masonry Repair and Maintenance. Unit of Measurement: Each patch, assuming a 1'x 1' x 6" area.	\$431.20	EACH

Santa Barbara Courthouse Allowances Unit Rates

Unit Price No. 3 – Cast Stone Masonry Repointing: Description: Selective repointing of cast stone masonry joints, as defined in Section 047201 – Historic Cast Stone Masonry Repair and Maintenance. Unit of Measurement: Linear foot.	\$15.00 LF
Unit Price No. 4 – Clay Tile Roofing Replacement: Description: Replacement of clay tile roof unit to match original, as defined on A-8.00 series sheets, and in Section 073213 – Clay Tile Roofing. Unit of Measurement: Per tile.	\$75.00 PER TILE
Unit Price No. 5 – Wood Window Dutchman Repair Description: Repair of wood window component with wood dutchman, as defined on drawings, and in Section 080152 – Treatment of Wood Windows. Unit of Measurement: Linear foot.	\$840.00 LF
Unit Price No. 6 – Exterior Cement Plaster (Stucco) Replacement Description: Removal of loose, debonded or otherwise damaged cement plaster, surface prep and replacement with cement plaster, as defined in Section 092400 – Historic Cement Plaster (Stucco) Repair and Maintenance. Unit of Measurement: Square foot.	\$240.80 SF
Unit Price No. 7 – Exterior Cement Plaster (Stucco) Crack Repair: Description: Crack repair in exterior cement plaster, as defined in Section 092400 – Historic Cement Plaster (Stucco) Repair and Maintenance. Unit of Measurement: Linear foot.	\$20.00 LF
Unit Price No. 8 – Concrete Spall Repair Description: Repair of existing concrete surface spall, including removal of loose material, prep of existing substrate and any corroded steel present, and repair with concrete patch material, as defined on Sheet S1.01, and in Section 030130 - Maintenance of Cast in Place Concrete. Unit of Measurement: Each patch, assuming a 1'x 1' x 6" area.	\$320.00 EACH
Unit Price No. 9 – Concrete Crack Repair Description: Routing of existing cracks in concrete and repair with specified grout, as defined on Sheet S1.01, and in Section 030130 - Maintenance of Cast in Place Concrete. Unit of Measurement: Linear foot.	\$15.00 LF
Unit Price No. 10 – Wood Anchors Description: Reattachment of loose wood element such as a rafter tail or corbel with new anchors or fasteners as described in Section 060410 – Exterior Architectural Woodwork Repair and Maintenance. Unit of Measurement: Each location, assuming 1 wood corbel or similar element.	\$1,100.00 EACH
Unit Price No.12- Glazing Replacement Description: Replacement of damaged or missing glazing panels as described in Section 080151 “Treatment of Steel Windows” and Section 080152 “Treatment of Wood Windows”. Unit of Measurement: Square foot.	\$825.00 EACH

3. It is understood that County of Santa Barbara ("COUNTY" or "Owner") reserves the right to reject this Bid 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.
4. Attached hereto and incorporated herein is the complete and entire list of subcontractors ("Subcontractors") to be employed by the undersigned Bidder and in the performance of the Work.
5. It is understood and agreed that if written notice of the acceptance of this Bid is mailed or delivered personally to the undersigned bidder within thirty (30) calendar days after the opening of the Bid, 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 Bid 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 Public Contract Code all within fourteen (14) calendar days after personal delivery or deposit in the mails, as the case may be, by COUNTY of the Notification of Intent to Award. The Work under the Contract shall be commenced by the undersigned Bidder on the date stated in COUNTY'S written Notice to Proceed and shall be completed within **275 calendar** days thereafter.
6. Notice of acceptance or request for additional information may be addressed to the undersigned Bidder at the business address set forth below.
7. Bidder certifies and warrants that none of this Bid, the Contract or other submittal of the Bidder identified below in connection with the Project is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that this Bid is genuine, and not collusive or a 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 such Bidder's bid price, or the bid price of any other bidder, or to fix any overhead, profit or cost element of such bid price or that of any other bidder, or to secure any advantage against the COUNTY of anyone interested in the Project; that all statements contained in this Bid are true; and that the undersigned Bidder has not directly or indirectly, submitted the Bid, or any breakdown thereof, or the contents hereof or thereof, or divulged information or data relative hereto or thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, entity, Bid Depository, or to any member or agent thereof, to effectuate a collusive or sham bid. The undersigned Bidder declares under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.
8. Wherever in this Bid an amount is stated in both words and figures, in case of discrepancy between such words and figures, the words shall control and prevail; if all or any portion of the Bid 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 control and prevail.
9. In accordance with the provisions of Sections 1860 and 1861 of the California Labor Code, every contractor performing work in connection with the Project will be required to secure the payment of compensation of such contractor's employees. Each contractor to whom a public works contract is awarded shall sign the following certification prior to performing any Work in connection with 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."
10. Protest(s) of any bid(s) must be delivered to the COUNTY in writing within ten (10) working days after the opening of bids, and must specify all grounds for such protest.

BIDDER

Plant Construction Company, L.P.

IRS No.: 95-528283

Company

300 Newhall Street

License Classification(s): A, B, C-8

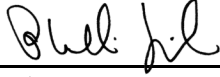
Street Address

San Francisco, CA 94124

Phone Number: 415.609.1948

City

BY:



Signature

Phil Aguilar, VP/Construction Manager

Printed Name, Title

DESIGNATION OF SUBCONTRACTORS

The Bidder agrees if this Bid is accepted by the COUNTY, that Bidder will contract with the County of Santa Barbara by executing the Contract in the form of the Form of Agreement to fully perform all Work and furnish all labor, materials, machinery, tools and apparatuses necessary to completely perform the Work in the manner and time prescribed by said Contract.

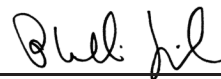
COUNTY OF SANTA BARBARA
Santa Barbara Courthouse Roof and Exterior Renovation
1105 Santa Barbara Street SB, CA 93101
Project No. 24012
Bid Due Date: Thursday, January 30, 2025, at 2:30 P.M.

In compliance with the provisions of Section 41004107 of the Public Contract Code of the State of California, as may be amended from time to time, the undersigned Bidder has set forth below the name and principal place of business address of each Subcontractor who will perform Work or labor or render service(s) to the undersigned Bidder in connection with the Project, as well as the portion of the Work to be performed by each Subcontractor pursuant to a subcontract in an amount of more than one-half of one percent (0.5%) of the amount of the undersigned Bidder's total aggregate Bid, and Bidder represents and warrants that such information set forth below for each Subcontractor is substantiated by documentation signed by such Subcontractor affirming such Subcontractor's agreement to perform such Work in compliance with all applicable requirements set forth in this Invitation for Bids and the Contract. Prior to entering into the Contract, Bidder shall be required to provide a true and correct copy of an executed contract between Bidder and each Subcontractor reflecting the information set forth by Bidder for such Subcontractor in this Designation of Subcontractors and such Subcontractor's agreement to perform such Work in compliance with all applicable requirements set forth in the Contract Documents

DIVISION OF WORK	SUBCONTRACTOR	LIC NO.	LOCATION
Restoration	Kaptive C&P	#1031892	Los Angeles, CA
Scaffolding	Commerical Scaffolding	#835630	Gardena, CA
Roofing	Best Contracting Services	#456263	Gardena, CA
Plaster Painting	Purple Painting	#1096227	Santa Barbara, CA

BIDDER: Plant Construction Company L.P.

BY:



Name: Phillip Aguilar

Title: Construction Manager

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

NONCOLLUSION AFFIDAVIT

In accordance with Public Contract Code [§ 7106](#). Phillip Aguilar

(Bidder' signatory's full name)

being first duly sworn, deposes and says that he or she is VP/Construction Manager

(Bidder signatory's title)

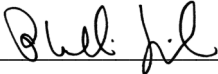
of Plant Construction Company, L.P.,

(Bidder's fully legal entity name as registered with the California Secretary of State)

the Bidder submitting 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 Project; that all statements contained in the Bid are true; and further, that the Bidder has not, directly or indirectly, submitted the Bid or any breakdown thereof, or the contents thereof, or divulged information or data relative of any of the foregoing, to any corporation, partnership, company, association, organization, entity, 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.

The undersigned, if executing this Noncollusion Affidavit on behalf of Bidder if Bidder is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents and warrants that he or she has full power to execute, and does execute, this Noncollusion Affidavit 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.

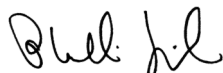
SIGNATURE BLOCK (<i>Signature Block must be completed in ink & changes must be initialed.</i>)	
Bidder's Signature: <u></u>	Date: <u>1/21/25</u>
Bidder's Name & Title (Print): <u>Phillip Aguilar, VP/Construction Manager</u>	
At CITY: <u>San Francisco</u>	STATE: <u>CA</u>

CERTIFICATE OF COMPLIANCE

The undersigned hereby certifies that all requirements for insurance of subcontractors as specified in the Form of Agreement for this Project will be met.

1/21/25

Dated



Signature of Principal

Phillip Aguilar, VP/Construction Manager

Printed Name, Title of Principal

Plant Construction Company, L.P.

Company

300 Newhall Street

Address

San Francisco, CA 94124

City, State & Zip

BIDDER'S STATEMENTS

REGARDING INSURANCE COVERAGE:

Bidder hereby certifies that Bidder has reviewed the insurance coverage requirements specified in the Contract Forms. Should Bidder be awarded the Contract for the Work, Bidder further certifies that Bidder can satisfy all the Contract Specification requirements for insurance, including insurance coverage of each Subcontractor.

REGARDING TITLE 13 OF THE CA CODE OF REGULATIONS, BIDDER'S FLEET:

Bidder must provide to the County, prior to executing the Contract, a true and correct copy of each valid Certificate of Reported Compliance, as described in section 2449(n) of Title 13 of the California Code of Regulations, for Bidder's fleet, and for each fleet of each subcontractor listed in Bidder's Bid, of vehicles subject to 13 CCR section 2449 that may be used in performance of the Contract.

REGARDING PUBLIC CONTRACT CODE SECTION 10232:

In accordance with Public Contract Code Section 10232, the Bidder 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 Bidder within the immediately preceding two-year period in connection with the Bidder's failure to comply with an order of a Federal Court which orders the Bidder to comply with an order of the National Labor Relations Board.

REGARDING PUBLIC CONTRACT CODE SECTION 10162:

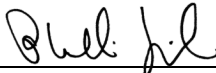
In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

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 such explanation to the Bid)

1/21/25
Date


Signature of Principal

Phillip Aguilar, VP/Construction Manager
Printed Name, Title of Principal

Plant Construction Company, L.P.
Company

300 Newhall Street
Address

San Francisco, CA 94124
City, State & Zip

ANTI-FRAUD CERTIFICATION

COUNTY OF SANTA BARBARA
Santa Barbara Courthouse Roof and Exterior Renovation
1105 Santa Barbara Street SB, CA 93101
Project No. 24012
Bid Due Date: **Thursday, January 30, 2025, at 2:30 P.M.**

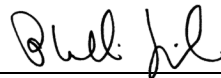
In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury that the Bidder **has** __, **has not** x, been convicted within the preceding three years of any offenses referred to in Public Contract Code Section 10285.1, including 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 all partners, members, officers, directors, responsible managing officers, and responsible managing employees thereof, as referred to in Public Contract Code Section 10285.1.

NOTE: The Bidder must place a check mark after "has" or "has not" in one of the blank spaces provided above.

1/21/25

Date



Signature of Principal

Phillip Aguilar, VP/Construction Manager

Printed Name, Title of Principal

Plant Construction Company, L.P.

Company

300 Newhall Street

Address

San Francisco, CA 94124

City, State & Zip

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Plant Construction Company, L.P. as Principal, and Western Surety Company 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 Ten Percent (10%) 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, 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 (10%) of the Aggregate Amount of the Bid DOLLARS (\$_____). The condition of this obligation is such that a bid to Owner for certain construction specifically described as follows:

COUNTY OF SANTA BARBARA
Santa Barbara Courthouse Roof and Exterior Renovation
1105 Santa Barbara Street SB, CA 93101
Project No. 24012

for which bids are due on **Thursday, January 30, 2025, at 2:30 P.M. Pacific Time** has been submitted by Principal to Owner.

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 Principal for signature, enter into a written Contract with Owner, in the prescribed Form of Agreement, 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 either 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.

Plant Construction Company, L.P.
Name of Principal

Dated 1/23/2025

Ty Weiss (Seal)
Signature of Principal Ty Weiss, CFO

Western Surety Company
Name of Surety

2121 N. California Blvd., Ste. 760
Address

Walnut Creek, CA 94596
City, State & Zip

Dated January 22, 2025

Kathleen Earle (Seal)
Signature of Principal Kathleen Earle, Attorney-in-Fact
Signature of Surety's Attorney-in-fact

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

Amanda Garcia
Name of Agent

330 N. Brand Blvd., Ste. 700
Address

Glendale, CA 91203
City, State & Zip

415-932-7079
Telephone Number

N/A
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.

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 Contra Costa)
On JAN 22 2025 before me, Lucy Michelle Dunham, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Kathleen Earle-----
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 Lucy Michelle Dunham
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: _____

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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Charles R Shoemaker, Kathleen Earle, Kelly Holtemann, Mark M Munekawa, Nerissa S Bartolome, Yvonne Roncagliolo, Patrick R Diebel, Karen Rhodes, Valerie Takeuchi, Erica Li, Christina Parsons, Zachary V Overbay, Andrew S Holloway, Rossio Polio, Lucy M Dunham, Christopher M Howell, Nathalia P Sholl, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of December, 2024.



WESTERN SURETY COMPANY

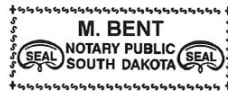
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 30th day of December, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22nd day of January, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

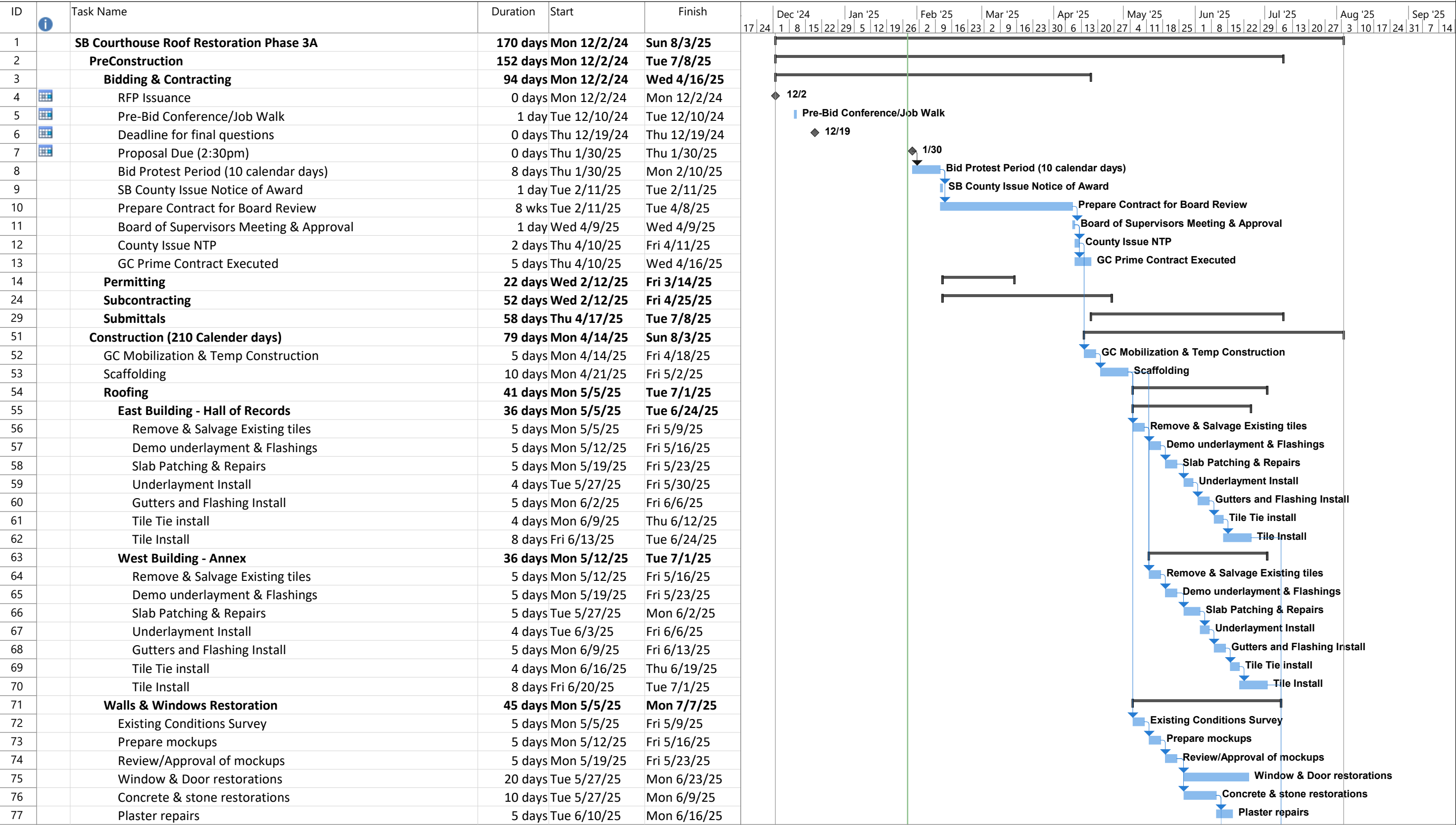
This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

02

**PRELIMINARY
SCHEDULE**



Plant Construction
Tue 1/28/25

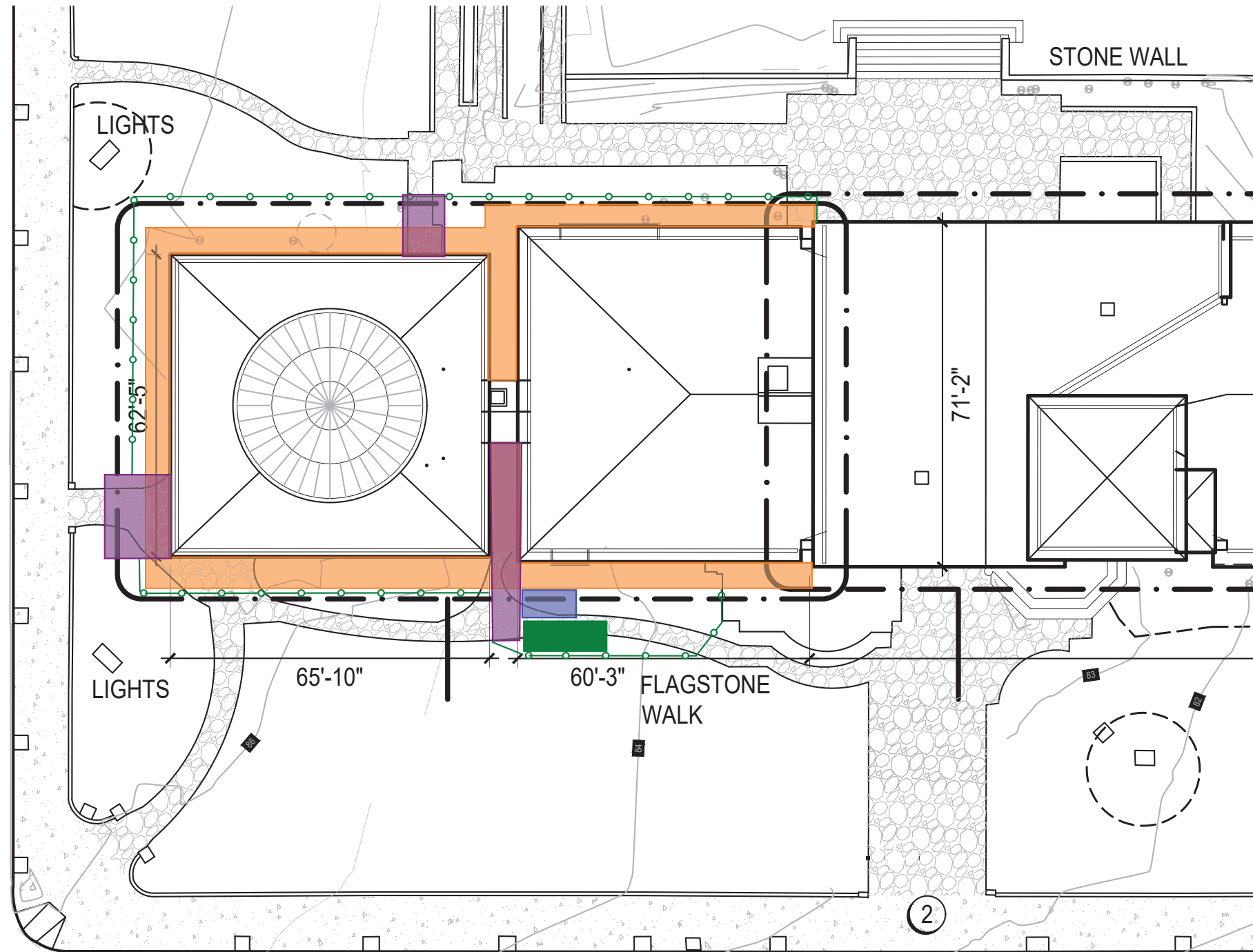
Santa Barbara County Courthouse Roof Restoration Phase 3A Preliminary Schedule

ID	Task Name	Duration	Start	Finish																																				
78	Painting	20 days	Tue 6/10/25	Mon 7/7/25																																				
79	Punch List	5 days	Tue 7/8/25	Mon 7/14/25																																				
80	Remove scaffolding	10 days	Tue 7/15/25	Mon 7/28/25																																				
81	Site Cleanup & Demobilize	5 days	Tue 7/22/25	Mon 7/28/25																																				
82	Project Completion	0 days	Mon 7/28/25	Mon 7/28/25																																				
83	Fiesta Days	3 days	Wed 7/30/25	Sun 8/3/25																																				

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03

**PHASING &
LOGISTICS PLAN**



LEGEND

- Covered Walkway
- Scaffolding (full height)
- Scaffold Stair Tower
- Site Fencing
- Debris Bin



Santa Barbara County Courthouse Roof Rehabilitation Phase 3A

SITE LOGISTICS PLAN	
	PAGE 1 of 1



PLANT

EXHIBIT C

Indemnification and Insurance Requirements (For Construction Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is caused by the active negligence, sole negligence, or willful misconduct of the COUNTY.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope and Limit of Insurance
Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$2,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Contractor's Pollution Legal Liability and/or Asbestos Legal Liability:** (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR'S insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – **CONTRACTOR hereby agrees to waive rights of subrogation which any insurer of CONTRACTOR may acquire** from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. This provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the CONTRACTOR shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees, agents and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not

replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

EXHIBIT D
ARPA LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND
REQUIRED TERMS

This Agreement is funded through the Local Assistance and Tribal Consistency Fund (“LATCF”), a part of the American Rescue Plan Act (“ARPA” or “Act”), Pub. L. No. 117-2 (March 11, 2021) (codified as 42 U.S.C. § 801 *et seq.*). ARPA imposes certain requirements through the Act, its implementing regulations at 2 CFR Part 200, the Award Terms and Conditions imposed by the U.S. Department of the Treasury (“Treasury”) onto the COUNTY (“Award Terms and Conditions”), and Treasury’s *Local Assistance and Tribal Consistency Fund Reporting Guidance* (“LATCF Guidance”). In recognition of these funding requirements, CONTRACTOR agrees to the following provisions:

GENERAL COMPLIANCE.

CONTRACTOR shall comply with the requirements of the Act; the LATCF; the Award Terms and Conditions; the LATCF Guidance; and all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and policies governing LATCF in effect during the term of this Agreement (“Term”) and as they may be amended from time to time.

USE OF FUNDS.

- A. CONTRACTOR represents and warrants that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of all of CONTRACTOR’s obligations under this Agreement.
- B. CONTRACTOR understands and agrees that the funds disbursed under this Agreement (“Funds”) must only be used in compliance with Section 605 of the Act and Treasury’s regulations implementing Section 605, the Award Terms and Conditions, and the LATCF Guidance.
- C. CONTRACTOR shall not use any Funds, directly or indirectly, to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation.

REPORTING.

CONTRACTOR shall promptly comply with COUNTY’s requests for documents and data, including, but not limited to, project and expenditure information, in connection with reporting obligations associated with LATCF.

MAINTENANCE OF AND ACCESS TO RECORDS.

- A. Pursuant to Section 6 of the Award Terms and Conditions, CONTRACTOR shall maintain, and provide to COUNTY upon request, records and financial documents sufficient to show compliance with Section 605 of the Act, Treasury's implementing regulations, the Award Terms and Conditions, and the LATCF Guidance with respect to all uses of the Funds.
- B. The Treasury Office of Inspector General and the Government Accountability Office, and their respective authorized representatives, shall have the right to access CONTRACTOR's records (electronic and otherwise) in order to conduct audits and other investigations.
- C. CONTRACTOR must maintain all records relating to this Agreement and/or the Funds for a period of five (5) years after all Funds have been expended or returned to Treasury.

CONFLICT OF INTEREST.

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest, and shall not at any time during the Term acquire any employment or interest, direct or indirect, including, but not limited to, any interest in any business, property, or source of income, which may conflict in any manner or degree with this Agreement or CONTRACTOR's performance hereunder. CONTRACTOR further covenants that, during the Term, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any actual or potential conflict(s) of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial; provided, however, that such waiver shall only be effective if provided by COUNTY to CONTRACTOR in writing signed by COUNTY.

EQUAL EMPLOYMENT OPPORTUNITY.

During the Term:

- A. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin, including, but not limited to, with respect to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR shall, in all solicitations and advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

CONTRACTOR will send to each labor union or representative of workers with which CONTRACTOR has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of CONTRACTOR'S commitments under this Section 6 and shall post copies of the notice in conspicuous places available to all employees and applicants for employment.

CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR Part 60), and all other applicable rules, regulations, and relevant orders of the Secretary of Labor. Title 41 CFR section 60.14 applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the regulation were specifically set out herein, and CONTRACTOR shall comply with said regulation.

CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to CONTRACTOR's books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of CONTRACTOR'S noncompliance with Sections 6 and 7 of this Agreement, or with any applicable laws, rules, regulations, or orders, COUNTY may cancel, terminate, or suspended this Agreement. in whole or in part, and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

CONTRACTOR must include the provisions of Sections 6 through 9 hereof in every subcontract and purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor and vendor. CONTRACTOR shall take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

NONDISCRIMINATION.

- D. CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22 ("Title VI"), which is herein incorporated by reference, and which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits to, or otherwise discriminating against a person on the basis of race, color, or national origin, and includes protections for persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, and.

- E. CONTRACTOR shall report any complaints of discrimination on the grounds of race, color, national origin, or limited English proficiency covered by Title VI, and shall provide to COUNTY, upon request, a list of all reviews and proceedings based on such complaint, whether pending or completed, including the outcome.
- F. CONTRACTOR shall incorporate the language in Section 7 (A) through (B), above, in every contract and purchase order funded under this Agreement.
- G. CONTRACTOR shall comply with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- H. CONTRACTOR shall comply with the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments, or instrumentalities or agencies thereof.
- I. CONTRACTOR shall comply with the Age Discrimination Act of 1975, 42 U.S.C. 6101 et seq., as codified at 45 CFR Part 91, which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
- J. CONTRACTOR shall comply with Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20.
- K. CONTRACTOR shall comply with The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
- L. CONTRACTOR shall comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- M. CONTRACTOR shall comply with all generally applicable federal environmental laws and regulations.

CLEAN AIR ACT.

- N. CONTRACTOR shall comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- O. CONTRACTOR shall report each violation of the Clean Air Act to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, the Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- P. CONTRACTOR shall include the provisions of this Section 8 in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

FEDERAL WATER POLLUTION CONTROL ACT.

- A. CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. CONTRACTOR shall report each violation of the Federal Water Pollution Control Act to the California State Water Resources Control Board, and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, the Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- C. CONTRACTOR shall include the provisions of this Section 9 in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

DEBARMENT AND SUSPENSION.

- A. As required by 2 CFR section 200.214, CONTRACTOR warrants that it is not subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.
- B. The certification set forth in Paragraph 10.A., above, is a material representation of fact relied upon by COUNTY in entering into this Agreement. If it is later determined that CONTRACTOR did not comply with any provision of 2 CFR Part 180, subpart C, or 2 CFR Part 3000, subpart C, then, in addition to remedies available to the California Governor's Office of Emergency Services and COUNTY, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment of CONTRACTOR.
- C. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such CONTRACTOR certifies and warrants that, at all times during the Term, none of the CONTRACTOR, its principals (defined at 2 CFR section 180.995), or its affiliates (defined at 2 CFR section 180.905) are excluded (defined at 2 CFR section 180.940) or disqualified (defined at 2 CFR section 180.935).
- D. CONTRACTOR must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with such regulations in all contracts it enters into in connection with this Agreement.
- E. CONTRACTOR shall comply with the requirements of 2 CFR Part 180, subpart C, and 2 CFR Part. 3000, subpart C, at all times during the Term. CONTRACTOR shall include a provision requiring such compliance in all contracts it enters into in connection with this Agreement.

MANDATORY DISCLOSURE.

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award or this Agreement. CONTRACTOR is required to report certain civil, criminal, or

administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR section 200.338 (Remedies for noncompliance), including suspension or debarment. (See also 2 CFR Part 180 and 31 U.S.C. 3321.)

REMEDIES FOR NONCOMPLIANCE.

In the event COUNTY determines, in its sole discretion, that CONTRACTOR is not in compliance with one or more of the provisions set forth herein, COUNTY may:

- A. Wholly or partly suspend or terminate this Agreement.
- B. Require payments hereunder to be made as reimbursements rather than advance payments;
- C. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- D. Require additional, more detailed financial reports;
- E. Require additional project monitoring;
- F. Requiring CONTRACTOR to obtain technical or management assistance;
- G. Establish additional prior approvals;
- H. Require CONTRACTOR to reimburse COUNTY for payments made with Funds; or
- I. Take other actions and pursue other remedies that may be legally available.

UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.

CONTRACTOR shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as set forth in 2 C.F.R. §§ 200.100-110, 203, and 303, and Subpart F.

DISCLAIMER.

COUNTY expressly disclaims any and all responsibility or liability to CONTRACTOR or third persons for the actions of CONTRACTOR or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Agreement or any other losses resulting in any way from the performance of this Agreement or any contract, or subcontract under this Agreement.