

Contract Summary Form:

Contract Number: BC--

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000). If less than \$100,000, submit a purchasing requisition to the Purchasing Division of General Services. See "Online Purchasing Manual" under "General Services", "Purchasing", "Policies and Procedures". "See also "Contracts for Services" policy. Form not applicable to revenue contracts.

D1. Fiscal Year: FY 09-10 / 10-11
D2. Budget Unit Number (plus -Ship/-Bill codes in paren's)..: 063
D3. Requisition Number:
D4. Department Name.....: General Services, Capital Projects
D5. Contact Person.....: Robert Ooley, AIA
D6. Phone: 3085

K1. Contract Type (check one): Personal Service Capital Project/Construction
K2. Brief Summary of Contract Description/Purpose.....: Conservation Cleaning of Courthouse Murals (Mural Room)
K3. Original Contract Amount.....: \$450,000
K4. Contract Begin Date: May 25, 2010
K5. Original Contract End Date.....: September 30, 2010
K6. Amendment History (leave blank if no prior amendments):

Seq#	EffectiveDate	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose (2-4 words)
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K7. Department Project Number: 8700

B1. Is this a Board Contract? (Yes/No).....: Yes
B2. Number of Workers Displaced (if any): none
B3. Number of Competitive Bids (if any): N/A
B4. Lowest Bid Amount (if bid).....: \$N/A
B5. If Board waived bids, show Agenda Date.....: N/A
B6. ... and Agenda Item Number.....: #
B7. Boilerplate Contract Text Unaffected? (Yes / or cite §§) : Yes

F1. Encumbrance Transaction Code: 1701
F2. Current Year Encumbrance Amount.....: \$N/A
F3. Fund Number: 0030
F4. Department Number.....: 063
F5. Division Number (if applicable).....:
F6. Account Number.....: 8700
F7. Cost Center number (if applicable): 1930
F8. Payment Terms.....: Net 30

V1. Vendor Numbers (A=uditor; P=urchasing): A 766685
V2. Payee/Contractor Name: South Coast Fine Arts Conservation Center, Inc.
V3. Mailing Address: 818 Jennings Avenue
V4. City State (two-letter) Zip (include +4 if known).....: Santa Barbara, CA. 93103
V5. Telephone Number.....: 805.965.2273
V6. Contractor's Federal Tax ID Number (EIN or SSN): 77-0119370
V7. Contact Person: Patty West, Director
V8. Workers Comp Insurance Expiration Date.....: 10/1/2010
V9. Liability Insurance Expiration Date[s] (G=ent; P=rofl) ...: G 10/1/2010
V10. Professional License Number: N/A
V11. Verified by (name of County staff): ®
V12. Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

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

Date: Authorized Signature



COUNTY OF SANTA BARBARA
Art Conservation Contract:
SBCH Mural Room – Mural Conservation Cleaning
Project No. 063/1930/8700

Auditor-Controller Contract No. _____

THIS AGREEMENT is made by and between the County of Santa Barbara, a political subdivision of the State of California, hereinafter called **COUNTY** and South Coast Fine Art Conservation Center, Incorporated (a Local Vendor), referred to as **CONTRACTOR**, for the completion of the work identified herein, on the following terms, conditions and provisions:

1. **CONTRACT** This agreement incorporates by reference all of the contract Documents (Attachment A) provided by COUNTY for the work identified above; and where consistent with the Contract Documents, the proposal executed and submitted by the CONTRACTOR. CONTRACTOR acknowledges receipt of all such Contract Documents as were not already in Contractor's possession. Copies of said documents are on file in the Department of General Services and have been and will be made available to the CONTRACTOR during the term of this Agreement.

2. **WORK** CONTRACTOR agrees, at its own proper cost and expense, to furnish all the work and all equipment and materials necessary to perform and complete the work described in the documents referred to above, in a good and workmanlike manner to the satisfaction of the Director of General Services of said COUNTY, all in strict accordance with the Contract Documents provided.

3. **COUNTY REPRESENTATIVE** The County Representative referred to in the Contract Documents is Robert Ooley, AIA, County Architect.

4. **PAYMENT** As full compensation for furnishing all labor, supervision, overhead, materials and equipment and for doing all the work completed and embraced in this Agreement and subject to adjustments, if any, as provided in the Contract Documents, the base amount to be paid to the CONTRACTOR for satisfactory completion of all requirements of the Contractor under this Agreement is and shall be; **FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000)**, to be paid as provided in the Contract Documents dated February 18, 2010. The CONTRACTOR assumes and will provide against any and all loss or damage arising out of the nature of the work undertaken, 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 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, hereunder. The COUNTY will have the right to audit of Contractor's project records. Records must be made available in a form satisfactory to the Santa Barbara County Auditor-Controller.

5. **EXTRA WORK** Extra work, materials, resolution of disputes, corrections, and/or changes to the specifications as are required for the proper completion of the work or the improvement contemplated may be effected or authorized in writing and agreement made of compensation at the same rate per unit (or at a corresponding rate for work that is different from that provided for in the Contract Documents) by the County Representative, if compensation is not in excess of 10% of the original agreement amount. Compensation in such equitable amount as is appropriate for the requirements of the COUNTY or may be authorized by resolution or minute order of the Santa Barbara County Board of Supervisors. The County Representative may agree upon appropriate additional time to be allowed as required for such extra work, materials, resolution or changes.

6. PAYMENTS NOT ACCEPTANCE No certificate given or payments made under this Contract, except the final payment shall be evidence of the performance of this Contract, either wholly or in part, against any claim upon CONTRACTOR. CONTRACTOR agrees that the payment for final quantities due under this Contract and the payment of amounts due for any work in accordance with any amendments of this Contract, shall release the County of Santa Barbara from any and all claims or liabilities on account of work performed under this Contract or any amendments thereof. 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 any or all work and material, together with any other portions of the work which may be displaced in so doing, that in the opinion of the County Representative, is or becomes defective during the period of said guarantee without expense whatsoever to the COUNTY.

7. RATES OF WAGES Rates of wages, including overtime, holiday and Sunday rates provided for the work are subject to the effect of 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 any and all lawful orders of the President or any authorized Federal Officer or agency, insofar as the same may be applicable to this Contract.

8. TIME FOR COMMENCEMENT, COMPLETION The work to be done under this Agreement shall be completed by September 30, 2010, after execution of this Agreement. 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 the Contract time. The CONTRACTOR shall begin work within three (3) calendar days after receiving the Notice to Proceed, unless otherwise provided.

9. WORKERS' COMPENSATION INSURANCE CONTRACTOR certifies as to knowledge 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. CONTRACTOR will comply with such provisions before commencing the performance of the work of this Contract.

10. NON-DISCRIMINATION The CONTRACTOR acknowledges that this Agreement is subject to the provisions of Article XIII of Chapter 2 of the Santa Barbara County Code, providing against discrimination in employment. The CONTRACTOR agrees to perform all requirements of a contractor under the provisions of said Article and to pay all costs occasioned to the COUNTY by any noncompliance by the CONTRACTOR.

11. DISPUTES Should any dispute arise respecting the scope affecting the work or respecting the true value of any extra work or work omitted, the dispute shall be resolved by the County Architect whose decision shall be final and binding upon the parties.

12. SUBSTITUTION OF MATERIALS, SUBSTITUTION OF CONTRACTORS The County Architect is authorized to act on behalf of the awarding authority in any matters requiring consent, notice or hearing in order to substitute materials or equipment specified or to substitute subcontractors.

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Date: _____

“CONTRACTOR”

South Coast Fine Arts Conservation Center, Inc.

(a local Vendor)

818 Jennings Avenue

Santa Barbara, CA. 93103

IRS # 77-0119370

BY: _____

Patty West, Director/Owner

“COUNTY”

County of Santa Barbara

By: _____

CHAIR

BOARD OF SUPERVISORS

County of Santa Barbara

ATTEST:

MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____

Deputy Clerk of the Board

APPROVED AS TO FORM:
DENNIS A. MARSHALL,
COUNTY COUNSEL

By: _____

Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: _____

Deputy Auditor-Controller

APPROVED AS TO FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

By: _____

Accounting Information: Dept. 063; Account 8700; Fund 0030; Program 1930; Project 8700

EXHIBIT A

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

INDEMNIFICATION

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgements or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, its any negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgements or liabilities resulting from the negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out or in connection with this Agreement.

INSURANCE

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. **Workers' Compensation Insurance.** Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, major change in coverage, or expiration shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by Department of Industrial Relations for State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.
2. **General and Automobile Liability Insurance.** The general liability insurance shall include personal injury liability coverage, shall afford coverage for all premises and operations of CONTRACTOR including completed operations and shall include contractual liability coverage for this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. COUNTY, its officers, employees, and agents shall be named as Additional Insureds on any policy. A copy of the endorsement evidencing that the COUNTY has been added

as a named additional insured on the policy, must be attached to the certificate of insurance. The limit of liability of said policy or policies for general, completed operations and automobile liability insurance shall not be less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Personal injury liability coverage shall also be in the amount of not less than \$1,000,000 per occurrence and aggregate. Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form: "Such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only". If the policy providing Liability coverage is a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. **Professional Liability Insurance.** Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage. ". If the policy providing Liability coverage is a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. Current certificate(s) of insurance shall be maintained at all times in the office of the designated County representative as a condition precedent to any payment by COUNTY under this Agreement. The approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. Any such change of provisions for the entire term of the Agreement and 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.



SOUTH COAST
FINE ART
CONSERVATION
CENTER, INC.

ATTACHMENT A

SANTA BARBARA COUNTY COURTHOUSE
Final Assessment & Cleaning Protocol
April 13, 2010

- DESCRIPTION:** The Mural Room
Dan Sayre Groesbeck
4100 sq. ft. Total. (66 ft. 4" long x 36 ft. 8" wide x 22 ft. high on side walls and 30 ft. high on end walls).
Oil on prepared muslim mounted onto walls.
Unvarnished.
- CONDITION:** The paintings are located on all four walls of the room. The paintings are unvarnished except for approximately 2% of the surface where old repairs were made. The mural is covered in black soot and smoke. Upper areas of the mural, particularly near wall vents also have a greasy yellow/brown surface dirt and smoke.
- TESTING:** Extensive testing was completed on several areas of the mural. Results indicate that the mural was never varnished, making the murals more sensitive to cleaning and removal of the smoke damage on the surface. The sky areas of the painting appear stable. Some areas of the mural are more fugitive (sensitive) and include darker pigmented colors and areas of thin glazing.
- TREATMENT:** The mural will be cleaned with a 2% citric acid solution balanced with ammonia to a pH 8 (98% distilled water) in a methyl cellulose powder as a gelling agent. Followed by a rinse of 1% acetic acid, balanced with ammonia to a pH 8 (98% distilled water). Areas of particular sensitivity will have a further diluted solution. Upper areas of greasy surface dirt may have a small amount of Vulpex conservation soap added to the solution.


Patricia West, Director
South Coast Fine Arts Conservation Center



SOUTH COAST
FINE ART
CONSERVATION
CENTER, INC.

CONSERVATION ESTIMATE
FOR
SANTA BARBARA COUNTY COURTHOUSE
April 13, 2010

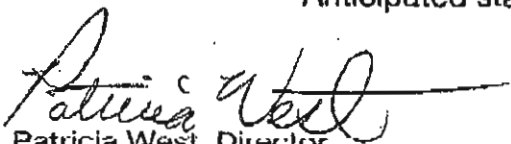
DESCRIPTION: The Mural Room
Dan Sayre Groesbeck
4100 sq. ft.
Oil on Muslim mounted onto walls.

CONDITION: The surface is covered with smoke due to the January 2010
electrical fire at the Santa Barbara County Courthouse.

TREATMENT: Clean smoke layer from the murals covering an area of
approximately 4100 sq. ft.

ESTIMATE: \$450,000.
Estimate covers the conservation team, materials, insurance and
parking fees. Scaffolding to be provided by the Courthouse.
It is estimated that the project will take 4 months to complete
however unforeseen problems could lengthen the time needed for
completion. We do not anticipate the cost to exceed the estimate
given.

PAYMENT: A 25% retainer (\$112,500.) must be paid to South Coast Fine Arts
Conservation Center before work commences. Billing will then be
submitted in monthly installments that equal 25% (\$112,500).
Anticipated start of the project is the beginning of May 2010.


Patricia West, Director
South Coast Fine Arts Conservation Center



SOUTH COAST
FINE ART
CONSERVATION
CENTER, INC.

May 20, 2010

CUSTOMER: Santa Barbara County Courthouse

PROJECT: Cleaning of the Mural Room by Dan Sayre Groesbeck.

HEAD CONSERVATOR:

Patricia West, Owner/Director of South Coast Fine Arts Conservation Center, 818 Jennings Ave., Santa Barbara, Ca 93103
A conservator for 30 years specializing in paintings and objects with painted surfaces. Professional Associate with the American Institute of Conservators and the Western Association of Art Conservators. Work completed for 18 of the California Missions, the Santa Barbara Museum of Art, the Historical Museum, the Trust for Historic Preservation, the Santa Barbara Carriage Museum, Santa Inez Historical and Carriage Museum, the Wilding Museum, the Natural History Museum and Santa Barbara County including several projects for the Santa Barbara Courthouse and the Santa Barbara Arts Commission.

ASSOCIATE CONSERVATORS:

Teen Conlon. Associate Art Conservator, South Coast Fine Arts Conservation Center for the past 9 years. Assisting with all projects and running of the studio.
Also 30 years as owner of Santa Barbara Antique Restoration.

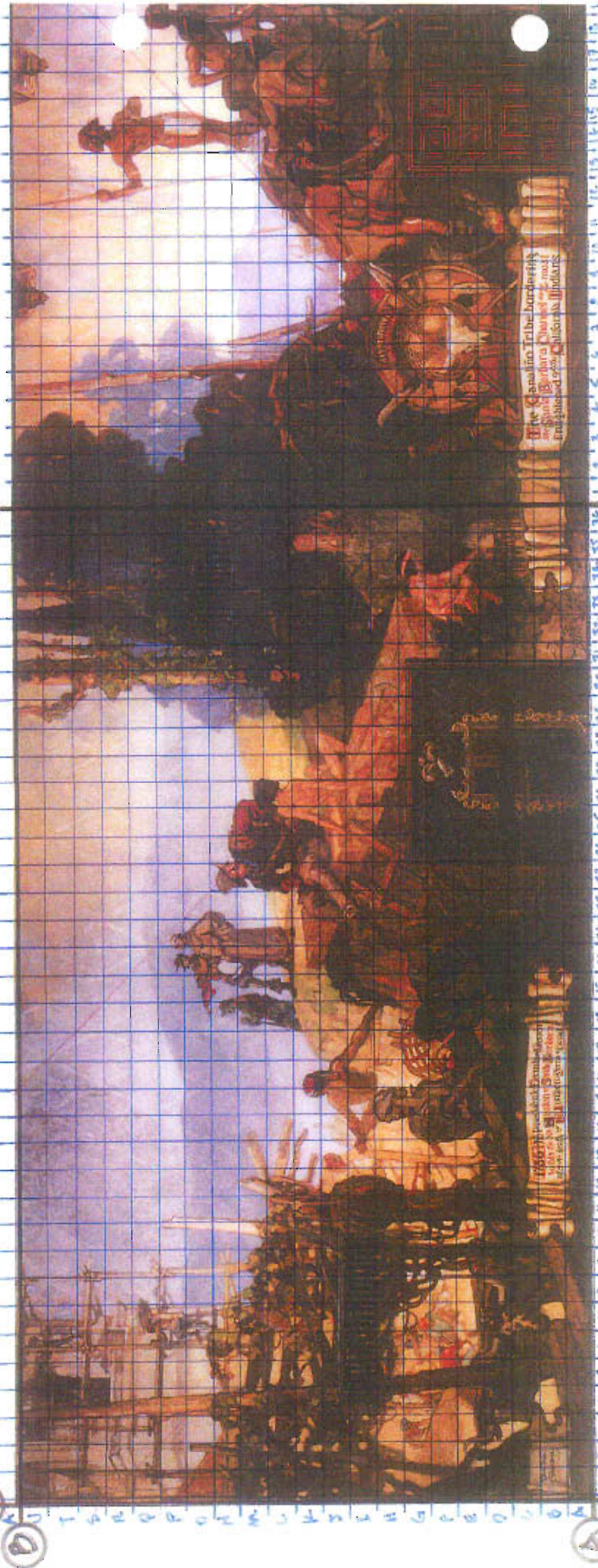
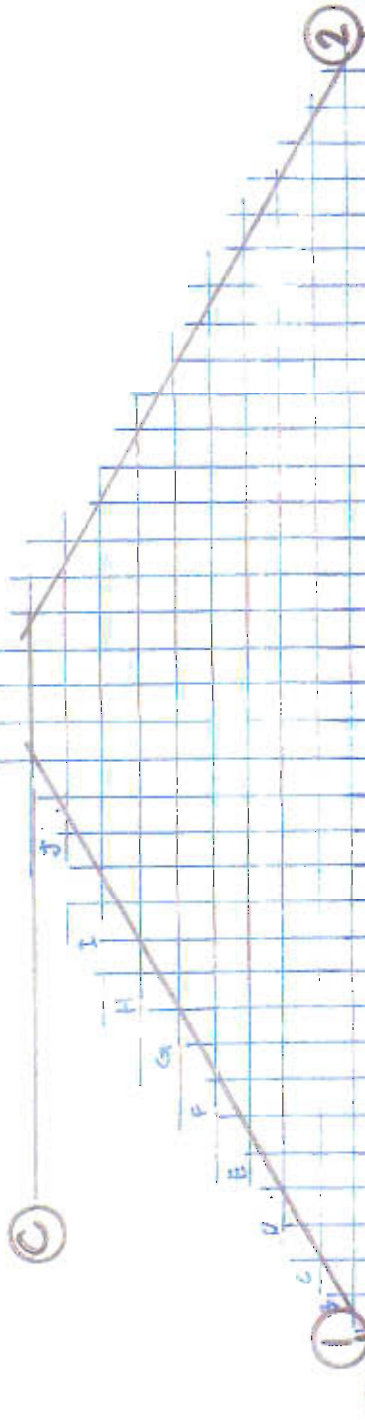
Jolanta Kilimonite. Painting and Objects Conservator. with 25 years experience in painting, frescos, porcelain and glass restoration. Conservator in private practice. Has completed work for the San Diego Art Museum, Frescos in Italy and many private customers.

Cindy Golson: 35 years experience in painting, plastering and reconstruction. Assisted South Coast Fine Arts with the restoration of the Ranchero Room in the El Paseo, a large Ramos Martinez Mural painted in a George Washington Smith home in Montecito, and the cleaning of the Smeraldi Frieze in the lobby of the Santa Barbara County Courthouse. Completed restoration of a Moody Cottage in Santa Barbara.

Ellen Yeoman: 30 years experience in furniture and objects conservation. Co-owner of an antique conservation studio. Work completed for De Young Museum, Ventura Historical Museum and the Natural History Museum. Also a Painter.

William Michael Parker: 15 years experience in furniture and objects restoration. Co-owner of an antique conservation studio with Ellen Yeoman.

Dianne Blair: Co-owner of Conservation Support Systems. Knowledgeable of all conservation materials and procedures.



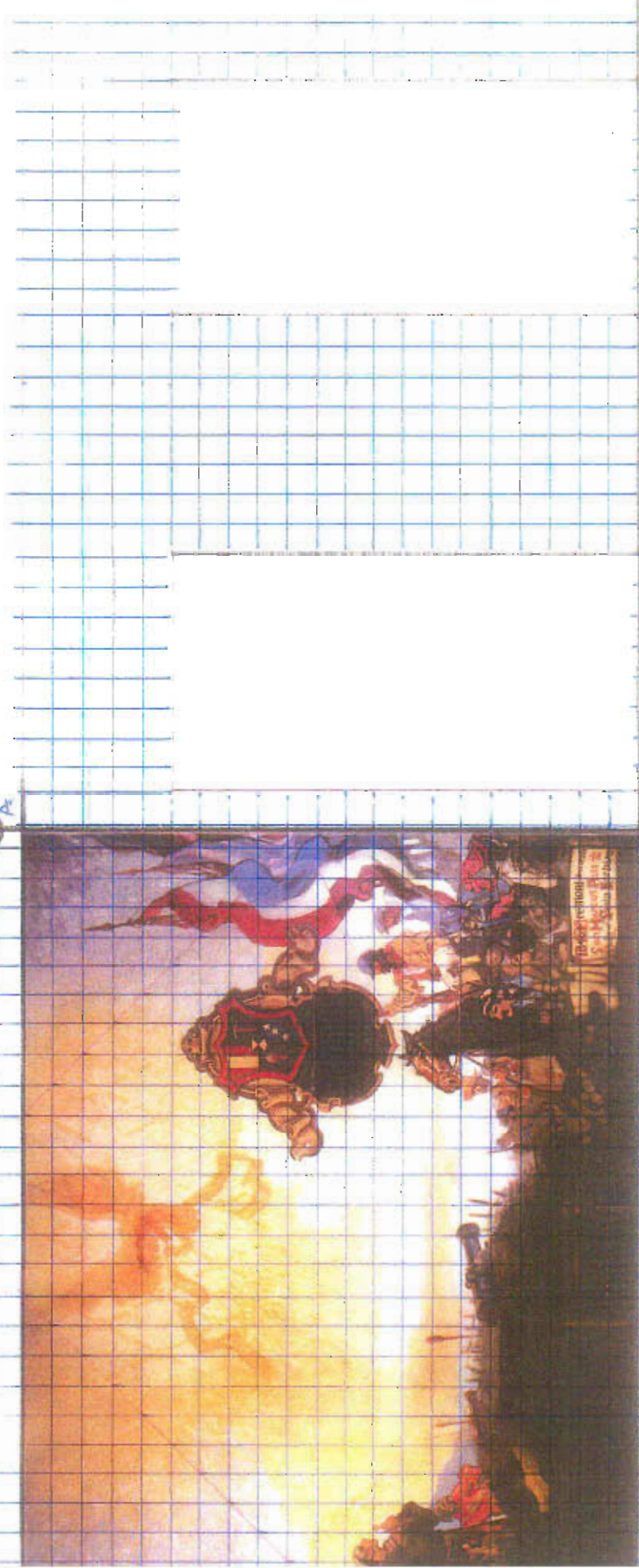
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The Carolina Tribe, headquartered at the Barbara Childs Center, has been engaged in a conservation project.

The Carolina Tribe, headquartered at the Barbara Childs Center, has been engaged in a conservation project.

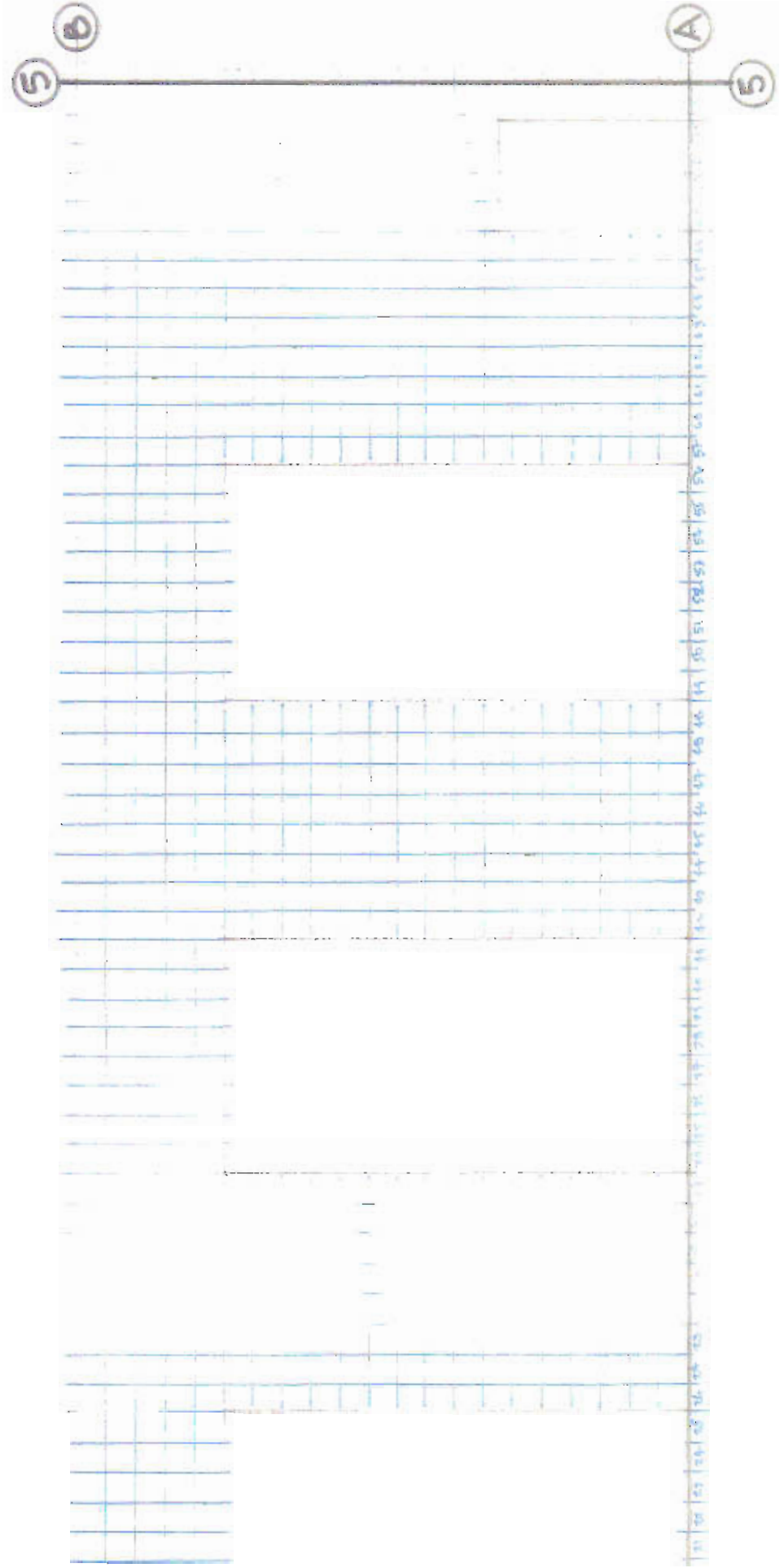
CONSERVATION GRID - SBCH MURAL ROOM
 OFFICE OF THE COUNTY ARCHITECT
 June 15, 2010
 4,100 sq. ft.

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13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100





Public Project Contracts Specifications and General Conditions

THESE TERMS & CONDITIONS apply to the Contract established between the County of Santa Barbara, a political subdivision of the State of California ("we/us/our/County") by its Purchasing Division ("Purchasing"), and the individual or entity identified as "Vendor" on the Contract form to which this document is attached ("you/you/Contractor"), including your agents, employees or sub-contractors. Your signature means you have read and accepted these terms and conditions.

SPECIFICATIONS

The contractor shall furnish all tools, equipment, apparatus, labor, materials, workmanship, transportation, and services necessary to perform and complete the job at the designated location according to the contract specifications.

1. **EXAMINATION OF SITE.** The contractor shall have examined the site of work and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the contract sum will be made because of lack of such examination.
2. **RESPONSIBILITIES OF THE CONTRACTOR.** It shall be the responsibility of the Contractor to establish a knowledge of the general area and the specific site to familiarize himself with the access and egress, construction or building difficulties and method of delivery and installation, all of which could affect his ability to perform the work. It shall be the responsibility of the Contractor to cope with all these eventualities.
3. **PROTECTION OF PROPERTY.** The Contractor shall take all needed precautions to protect the property both real and personal of the County and private individuals and shall safeguard the passing public from harm and from any eventualities arising during the course of the work. He shall make certain that these safeguards are used both during and after the hours of work.
4. **WORKMANSHIP.** All work shall be performed in a neat and professional manner using the best recognized practices of the particular trade involved and shall be accomplished by mechanics and workers skilled and trained to properly complete the work required. The work shall proceed vigorously to completion once it is started.
5. **COSTS.** The contract price is to include all materials and all labor and shall cover all costs of the use of the usual machinery and tools required in the work and shall include all of the Contractor's profits, supervision, and other expenses. This amount shall include all of the Contractor's costs of insurance for property damage and public liability protection, social security benefits, unemployment insurance for workers, and any other benefits, costs, or charges required to be forwarded by the Contractor.

GENERAL CONDITIONS

1. **LOSS OR DAMAGE.** The County or its authorized representative shall not in any way or manner be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to said work, or part thereof, or in or about the same during the work and before acceptance and the said Contractor shall assume all liability of every kind or nature arising from said work, either by accident, negligence, theft, vandalism, or any causes whatever; and shall hold the County and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence or any cause whatever.
2. **INSURANCE. BEFORE COMMENCING ANY WORK UNDER THIS CONTRACT,** the Contractor shall file with the County Purchasing Division a policy, or certificate of:
 - a) Public Liability Insurance and Property Damage Insurance, including vehicle coverage, in an amount not less than \$1,000,000.00 combined single limit naming the County of Santa Barbara as additional insured. Said insurance policy shall be issued by a company licensed to transact business in the State of California, SHALL NAME THE COUNTY AND THE CONTRACTOR AS ADDITIONAL INSURED and shall be issued for operations under this contract. . *A copy of the endorsement evidencing that the COUNTY has been added as a named additional insured on the policy, must be attached to the certificate of insurance.* Said policy shall be issued at the expense of the Contractor and shall be maintained by the Contractor during the entire life of the contract.
 - b) Proof of the maintenance of adequate Worker's Compensation Insurance.

3. **BONDS.** For contracts of \$10,000.00 or more, the contractor will furnish the following bonds **IF AND WHEN REQUIRED:**

- a) Labor and Material Bond of 100% of the Contract price.
- b) Faithful Performance Bond for 100% of the Contract price.

4. **HOURS OF WORK.** Eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and it is expressly stipulated that no worker employed at any time for the Contract, or by any sub-contractor under this Contract, upon the work, shall be required or permitted to work thereon more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except as provided in Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, all the provisions whereof are deemed to be incorporated herein as if fully set out; and it is further expressly stipulated that for each and every violation for said last named stipulation, said Contractor shall forfeit, as a penalty to the County, Twenty-five Dollars (\$25,00) for each worker employed the Contractor in the execution of this contract; or by any sub-contractor under this Contract, for each calendar day during which said worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of said section of the Labor Code.

5. **WAGE RATES.** In accordance with the requirements of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations, has determined the general prevailing rate of per diem wages for workmen required to perform the subject work. A copy of such prevailing wage rate is on file with the Director of Public Works, County Engineering Building, 123 E Anapamu St., Santa Barbara, California and is available for inspection.

It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any sub-contractor under his direction, to pay not less than the said specified rates to all laborers, workmen, and mechanics employed by them in the execution of the Contract.

It is hereby further agreed that the Contractor shall forfeit to the County, as a penalty, Twenty-Five Dollars (\$25,00) for each laborer, worker or mechanic employed for each calendar day or portion thereof, who is paid less than the said stipulated rates for any work done under the contract, by him or by any sub-contractor under him. The difference between said stipulated rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than said stipulated rate shall be paid to each worker by the Contractor.

6. **NON-DISCRIMINATION IN EMPLOYMENT.** Federal and State Laws prohibit discrimination in employment.

The California Fair Employment Practices Act (Labor Code Section 1410 to 1433) prohibits discrimination in employment on the basis of race, religion, color, sex, physical handicap, medical conditions, marital status, age, national origin or ancestry, and applies to all employers, employment agencies and labor organizations.

Title VII of the Federal 1964 Civil Rights Act (42 U.S.C. Section 1000c-2000c-17) prohibits employment or discrimination on the basis of race, color, sex, religion, or national origin, and applies to all employers that employ at least 15 workers during each working day in each of 20 or more calendar weeks in the current or preceding year.

In addition to these two laws of general application, there are other Federal and state laws that prohibit employment discrimination.

7. **TERMINATION OF CONTRACT.** The County of Santa Barbara Purchasing Agent may, by giving ten (10) days written notice to the vendor, terminate the contract, prior to the designated ending date, FOR DUE CAUSE. Due cause for termination of contract shall be, but not limited to, the best interest of the County, failure of the product to meet specifications and/or for reasons of unsatisfactory service.

The County may, upon giving thirty (30) days written notice to the Contractor, terminate the contract with or without cause.