

Contract summary Form:

Contract Number BC08-018

Complete the information below, print this form, obtain the signature of the authorized department representative and submit this form to the Clerk of the Board with the contract package.

D1. Fiscal Year.....: 2006/2007
 D2. Department Number.....: 052
 D3. Requisition Number.....: n/a
 D4. Department Name.....: Parks
 D5. Contact Person.....: Coleen Lund
 D6. Phone Number.....: 568-2470

K1. Contract Type.....: Construction
 K2. Brief Summary of Contract Description or (Title).....: CACHUMA LAKE LAUNCH RAMP IMPROVEMENT
 K3. Original Contract Amount (Gross Amount).....: \$2,276,573.59
 K4. Contract Begin Date (First Working Day).....: Issuance of Notice to Proceed (estimated date August 6, 2007)
 K5. Original Contract End Date (Last Working Day).....: 120 working days
 K6. This Amendment Number.....:
 K7. Total Previous Amendments.....:
 K8. This Amendment Amount.....:
 K9. Revised Total Amount.....:
 K10. Revised End Date.....:
 K11. Departmental Project Number.....: D00098

B1. Is this a Board Contract (Yes/No).....: YES
 B2. Number of Workers Displaced.....: None
 B3. Number of Competitive Bids.....: 5
 B4. Lowest Responsible Bid Amount.....: \$2,276,573.59
 B5. If Board waived bids, show agenda date.....: n/a
 B6. If Board waived bids, show agenda item number.....: n/a
 B7. Boilerplate Contract Text Unchanged.....: Yes

F1. Encumbrance Transaction Code.....: 1701
 F2. Current Year Encumbrance Amount.....: \$2,276,573.59
 F3. Department Number.....: 052
 F4. Division Number (If Applicable).....: n/a
 F5. Subdivision Number (If Applicable).....: n/a
 F6. Program.....: n/a
 F7. Org. Unit (If Applicable).....: n/a
 F8. Fund Number.....: 0030
 F9. Account Number.....: 8389
 F10. Cost Center number (If Applicable).....: n/a
 F11. Payment Terms.....: Net 30

V1. Auditor Vendor Number.....:
 V2. Payee/Contractors Name.....: ASSOCIATED PACIFIC CONSTRUCTORS INC.
 V3. Mailing Address.....: 495 Embarcadero
 V4. City.....: Morro Bay
 V5. State.....: CA
 V6. Zip (include +4 if known).....: 93442
 V7. Company Telephone Number.....: (805) 772-7472
 V8. Federal Tax ID (EIN or SSN).....: 95-3501283
 V9. Contact Person.....: Paul E. Gillen, President
 V10. Contact Person's Telephone Number.....: (805) 772-7472
 V11. Workers Comp Insurance Expiration Date.....:
 V12. General liability Insurance Expiration Date.....:
 V13. Contractor's License Number and Type.....: 394886 A
 V14. Professional License Number and Type.....:
 V15. Verified By.....:
 V16. Company Type.....: Corporation
 V17. Accounting Contact Person and Phone.....: Celia De Gonzales, x2467

I certify: This information is complete and accurate as presented; designated funds available; concurrences evidenced on the contract signature page.

Date: 6/27/07

Authorized Signature: Coleen Lund



SANTA BARBARA COUNTY PARKS

CONTRACT

**FOR
CACHUMA LAKE
LAUNCH RAMP IMPROVEMENT**

PROJECT No. D00098

June 18, 2007



COUNTY OF SANTA BARBARA FOR:

Cachuma Lake Launch Ramp Improvement

County Project No. D00098

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 Associated Pacific Constructors Inc., 495 Embarcadero, Morro Bay, CA 93442 hereinafter 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 General and Special Conditions and Specifications provided by COUNTY for the work identified above; and where consistent with this document, the proposal executed and submitted by the CONTRACTOR. CONTRACTOR acknowledges receipt of all such documents as were not already in Contractor's possession. Said incorporated documents, this agreement, any Notice to Contractors, the Bid Bond, the Faithful Performance Bond, and Payment Bond are referred to herein as the "Contract" or "Contract Documents." Copies of all said 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.

2. WORK.

CONTRACTOR agrees, at his 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 Plans and the Contract Documents provided.

3. EXCAVATIONS

Before any pavement resurfacing, displacement or excavation of the ground that may be required by any performance under this Agreement, 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 Government Code Sections 4215 through 4217 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 said Sections. There shall be no performance under this Agreement by either party unless and until the provisions of such Sections are complied with and the County Representative is notified regarding the compliance.

4. COUNTY REPRESENTATIVE.

The County Representative referred to in the Contract Documents is the Project Manager.

5. PAYMENT

As full compensation for furnishing all labor, supervision, overhead, materials and equipment and for doing all the work completed and embraced in this Agreement and subject to adjustments and liquidated damages, if any, as provided in the Contract Documents, the base amount to be paid to the CONTRACTOR for satisfactory completion of all requirements of the Contractor under this Agreement is and shall be; the base bid of **TWO MILLION TWO HUNDRED SEVENTY SIX THOUSAND FIVE HUNDRED SEVENTY THREE DOLLARS AND FIFTY NINE CENTS (\$2,276,573.59)** to be paid as provided in the Contract Documents. 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.

6. 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 authorized and agreement made for 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 base agreement amount or \$25,000 whichever is less, or \$25,000+5% of the amount of the bid in excess of \$250,000, the total of changes are not to exceed \$150,000, in accordance with Section 20142(a) and (b), and Section 20395(d) of the Public Contract Code. Extra work or changes in excess of these limits may only be authorized by resolution or minute order of the Santa Barbara County Board of Supervisors. The County Representative shall determine if necessary appropriate additional time to be allowed for such extra work.

In no event shall County be liable for the cost of any extra work not approved in advance and in writing by the County Representative.

7. COMPLIANCE WITH LAW, AMENDMENTS

CONTRACTOR shall keep fully informed of all laws, ordinances and regulations which do or may affect the conduct of the work, the materials used therein or persons engaged or employed thereon and all such orders of bodies and tribunals having any jurisdiction over same. If it be found that the Special Provisions or Standard Specifications for the work conflict with any such law, ordinance or regulation, 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 and employees to observe and comply with all such laws, ordinances, regulations or decrees as the same now exists or may be hereafter amended and all superseding provisions thereof. CONTRACTOR acknowledges, particularly, the provisions of Sections 3196 and Sections 3247 and 3252, inclusive, of the Civil Code of California. CONTRACTOR shall protect and indemnify the County of Santa Barbara, the Board of Supervisors, and/or any officer, agent or employee of the COUNTY against any claims or liability arising from or based on the violation of any such law, ordinance, regulation or decree whether by CONTRACTOR, or a subcontractor, agent or employee.

8. 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. Final payment for the work performed under this Contract shall not be made until the lapse of thirty (30) days after the Notice of Completion of said work has been filed for record and no payment shall be construed to be acceptance of any defective work or improper materials. CONTRACTOR 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.

9. PREVAILING WAGE RATES

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.

In accordance with the requirements of Labor Code Section 1770, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem or hourly wages for workers required to perform the subject work. A copy of the prevailing wage rate is on file with the Director of Public Works, County Engineering Building, 123 East Anapamu Street, Santa Barbara, California, and is available for inspection.

Contractor, and any subcontractor under his or her direction, shall pay not less than the said prevailing rates to all laborers, workers and mechanics employed by them in the execution of the contract.

10. CONTRACT DOCUMENTS ACKNOWLEDGED

CONTRACTOR hereby declares that he has read the "Contract Documents" pertaining to the work to be accomplished hereunder, has carefully examined the plans and detail drawings of the work to be performed and fully understands the intent and meaning of the same.

11. TIME FOR COMMENCEMENT, COMPLETION

The work to be done under this Agreement shall be completed within **120 working days** after the date stated as first working day on the "Notice to Proceed". 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 FIFTEEN (15) calendar days after receiving the Notice to Proceed, unless otherwise provided. Attention is directed to the provisions of this Agreement pertaining to Liquidated Damages for failure to complete the work within the allowed time.

12. 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.

13. PROGRESS PAYMENT NO WAIVER FOR DELAY

Any progress payment made after the scheduled completion date will not constitute a waiver of any liquidated damages heretofore agreed upon as part of this Contract.

14. GUARANTEE BONDS

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

15. 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.

16. DISPUTES

Should any dispute 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, the dispute shall be resolved by the Engineer/Architect whose decision shall be final and binding upon the parties. If, after the decision of the Engineer/Architect 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, said claims shall be resolved pursuant to Public Contracts Code Sections 20104 through 20104.8, inclusive.

17. RIGHT TO AUDIT

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.

18. SUBSTITUTION OF MATERIALS, SUBSTITUTION OF CONTRACTORS.

The County Representative 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.

COUNTY OF SANTA BARBARA

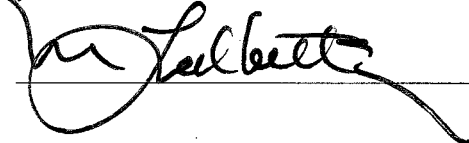
Date: _____

BY: _____
Chair, Board of Supervisors
Of the County of Santa Barbara
State of California

ATTEST:
Michael F. Brown
Clerk of the Board

BY: _____
Deputy

APPROVED AS TO FORM:
Stephen Shane Stark.
County Counsel

BY: 

APPROVED AS TO ACCOUNTING FORM:
Robert W. Geis, C.P.A.
Auditor-Controller

BY: 

CONTRACTOR

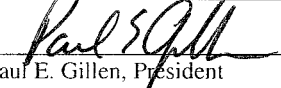
Associated Pacific Constructors Inc.

495 Embarcadero

Morro Bay, CA 93442

License No. 394886 A

IRS No. 95-3501283

BY: 
Paul E. Gillen, President

Business type (check only one):

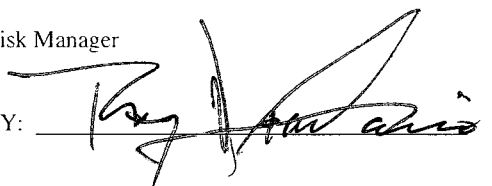
Corporation

Partnership _____

Sole Proprietorship _____

APPROVED AS TO FORM:

Risk Manager

BY: 

Accounting Information

Fund 0030 Dept. 052 Account 8389

**SANTA BARBARA COUNTY PARKS
CACHUMA LAKE
LAUNCH RAMP IMPROVEMENT**

Project No.: D00098

Bid Opening Date: Thursday, June 14, 2007 at 11:00 AM

The bidder agrees if this proposal is accepted, that he will contract with the County of Santa Barbara to do all work and furnish all labor, materials, machinery, tools and apparatus necessary to completely perform said Contracts in the manner and time prescribed by said Contract Plans and Specifications under the following unit prices to wit:

Item No.	Description	Unit	Estimated Quantity	Price Per Unit	Total Price
1	Mobilization, including Bonds & Insurance	LS	1	100,000.00	100,000.00
2	Survey Control	LS	1	13,925.00	13,925.00
3	Mohawk Bridge reinforcement and post construction park haul road (from park borrow site) repairs	LS	1	34,813.00	34,813.00
4	SWPPP Development and Implementation / Turbidity Screens	LS	1	47,925.00	47,925.00
5	Progress Schedule	LS	1	13,342.00	13,342.00
6	Traffic Control	Months	6	1,388.50	8,331.00
7	Class B Field Office	Months	6	536.17	3,217.02
8	Site Clearing and Tree Removal	LS	1	23,988.00	23,988.00
9	Stockpile / Relocate Misc Items (Phone, Light Pole / Fish Cleaning / Benches / Fence / Irrigation)	LS	1	20,583.00	20,583.00
10	Remove Existing Gate / Fish Cleaning Station and Misc Minor Concrete Structures	LS	1	32,515.00	32,515.00
11	Demolish / Remove AC Pavement	SY	300	14.76	4,428.00
12	Demolish / Remove AC Curb	LF	1,200	1.92	2,304.00
13	Borrow Excavation, Grading, and Compaction (from Mohawk Area)	CY	5,000	19.15	95,750.00
14	Provide / Place Quarry Run Fill	TON	10,500	40.54	425,670.00
15	Provide / Place 500 lb RSP	TON	3,175	73.75	234,156.25
16	Provide / Place Filter Fabric	SY	6,000	2.41	14,460.00
17	Provide Panel Grade Beams	LS	1	52,890.00	52,890.00
18	Provide Precast Concrete Panels	SF	8,415	28.13	236,713.95
19	Underwater Installation Work	LS	1	73,841.00	73,841.00

Item No.	Description	Unit	Estimated Quantity	Price Per Unit	Total Price
20	Construct Cast-in-place Ramp	SF	7,250	18.03	130,717.50
21	Construct Cast-in-place Apron	SF	8,521	17.47	148,861.87
22	Provide and Place Boarding Float Dock and Appurtenances	EA	2	110,973.50	221,947.00
23	Provide / Place Access Gate	EA	1	9,051.00	9,051.00
24	Construct Water Quality and Drainage System, including modifications to existing drainage facilities	LS	1	85,143.00	85,143.00
25	Provide / Place Aggregate Base	TON	500	62.41	31,205.00
26	Provide / Place Asphalt Pavement	TON	180	166.33	29,939.40
27	Slurry Seal Asphalt Pavement	SY	7,000	2.59	18,130.00
28	Construct Concrete Curb	LF	1,000	6.96	6,960.00
29	Construct Sidewalk / Curb Ramps	SF	460	33.06	15,207.60
30	Provide and Install Pavement Markings / Directional Signs	LS	1	6,684.00	6,684.00
31	Construct Concrete Stairway w/ Railing, Landings, Upper Platform	LS	1	39,071.00	39,071.00
32	Provide and Install Dedication Sign	LS	1	5,988.00	5,988.00
33	Provide and Install New Fish Cleaning Station / Appurtenances	LS	1	72,547.00	72,547.00
34	Provide and Install Misc Benches / Trash & Recycling Receptacles	LS	1	16,269.00	16,269.00
BID TOTAL					2,276,573.59
BID TOTAL (in writing)					
Two million two hundred seventy six thousand five hundred seventy three dollars and fifty-nine cents					

CERTIFICATE OF COMPLIANCE

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

Associated Pacific Constructors
Firm

By Paul S Galt

President
Title

Dated: 7/16/07

(Please return this completed form with your Bond and Certificates of Insurance.)

CALIFORNIA LABOR CODE SECTION 1860 AND 1861 CERTIFICATION

In accordance with the provisions of Section 1860 and 1861 of the California Labor Code, every Contractor will be required to secure the payment of compensation of his employees. Each Contractor to whom a public works contract is awarded shall sign the following certification prior to performing the work of the contract:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Associated Pacific Constructors.
Firm

By Paul S Galt

President
Title

Dated: 7/16/07

(Please return this completed form with your Bond and Certificates of Insurance.)

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date 7/16/07

Associated Pacific Constructors
Contractor

By Paul J. Gith
Signature

President
Title

ATTEST:
By Robin M. Lewis
Signature

Controller
Title

COUNTY OF SANTA BARBARA UNLAWFUL DISCRIMINATION ORDINANCE

The Board of Supervisors of the County of Santa Barbara do ordain as follows:

SECTION 1.

A new article is hereby added to Chapter 2 of the Santa Barbara County Code reading as follows:

ARTICLE XIII. UNLAWFUL DISCRIMINATION, COUNTY CONTRACTS

Section 2-94. Exceptions.

The provisions of this article shall not apply to contracts or agreements for the acquisition, exchange or disposition of real property or interests therein, nor to contracts or agreements with the State of California, or its political subdivisions, or with the United States of America. (Ord. 2946, § 1)

Section 2-95. Prohibition of unlawful discrimination in employment practices.

The COUNTY reserves the right to terminate forthwith each and every written contract and agreement (except purchase orders) for goods and/or services entered into by the COUNTY or by its joint powers, agencies, or agents with the consent of the other parties (hereinafter called "CONTRACTOR") including but not limited to concessions, franchises, construction agreements, leases, whether now in effect or hereinafter made if the COUNTY finds that the CONTRACTOR is discriminating or has discriminated against any employee or applicant for employment in violation of any applicable state or federal laws, rules, or regulations which may now or hereafter specifically prohibit such discrimination on such grounds as race, religion, sex, color, national origin, physical handicap when otherwise qualified, Vietnam war veteran/disabled, or age.

Such finding may only be made after CONTRACTOR has had a full and fair hearing on notice of thirty (30) days before an impartial hearing officer at which hearing CONTRACTOR may introduce evidence, produce witness, and have the opportunity to cross-examine witnesses produced by the COUNTY. Further, any finding of discrimination must be fully supported by the facts developed at such hearing and set forth in a written opinion; and in addition, CONTRACTOR may move in the appropriate court of law for damages and/or to compel specific performance of a CONTRACTOR or agreement if any of the above procedures are not afforded to the CONTRACTOR. If CONTRACTOR is not found to have engaged in unlawful discriminatory practices, COUNTY shall pay all costs and expense of such hearing, including reasonable attorney's fees to CONTRACTOR in accordance with current Santa Barbara County Superior Court schedule of attorney's fees for civil trials. If CONTRACTOR is found to have engaged in such unlawful discriminatory employment practices, CONTRACTOR shall pay all such costs, expenses, and attorney's fees.

Whether or not a contract or agreement is still in existence at the time of final determination of such unlawful discrimination, the CONTRACTOR shall forthwith reimburse COUNTY for all damages directly stemming from such discrimination; however, those damages shall not exceed and are not reimbursable in an amount which exceeds amounts paid CONTRACTOR under the terms of the contract or agreement.

Nothing in this Section 2-95 shall directly or by interpretation give a private cause of action to any third party (not a signatory to the contract or agreement) including employees past or present, or applicants for employment to CONTRACTOR, it being the sole purpose of this clause to administratively assure compliance with the nondiscrimination clauses contained herein.

Employment practices shall include, but are not limited to employment, promotion, demotion, transfer, recruitment and advertising for recruitment, layoff or other termination, rate of pay, employee benefits, and all other forms of compensation selection for training and apprenticeship and probationary periods.

CONTRACTOR shall permit access at all reasonable time and places to all of its records of employment, advertising, application forms, tests, and all other pertinent employment data and records, to the COUNTY, its officers, employees, and agents for the purpose of investigation to ascertain if any unlawful discrimination as described herein has occurred or is being practiced, provided that such records are relevant to a complaint of an unlawful discriminatory practice which has been forwarded to CONTRACTOR reasonably prior to the time CONTRACTOR is asked to make such

records available. In addition, all such records shall be deemed "Confidential" by the officers, employees, and agents of the COUNTY. No records or copies of such records may be removed from the premises of CONTRACTOR and no disclosure, oral, or written of such record, may be made to third parties except as provided within the agreement.

Provided, however, that in the event of a hearing to determine whether or not CONTRACTOR is engaging in unlawful discrimination in employment practices as defined herein, the Board of Supervisor of Santa Barbara County may issue subpoenas to require that certified copies of such records be made available to the hearing.

Failure to fully comply with any of the foregoing provisions relating to unlawful discrimination in employment practices shall be deemed to be a material breach of any contract or agreement with the COUNTY. All persons contracting with or who have contracts for goods or services with the COUNTY shall be notified that this chapter applied to their contract or agreement with the COUNTY (Ordinance No. 2946, SS1.; Ordinance No. 2993, SS1; and Ordinance No. 3018, SS1).

Section 2-95.5. Exceptions.

Notwithstanding any other provisions in this article, any party contracting with the COUNTY having an affirmative action program which has been approved within twelve (12) months from the date of the contract by an agency of the federal government shall be deemed to be in compliance with the provisions of this article upon furnishing documentary evidence of such approval satisfactory to the COUNTY affirmative action officer. Loss of such approval shall be immediately reported by such party to the COUNTY affirmative action officer.

Section 2-96. Purchase orders.

Purchase orders shall contain the following clause as grounds for termination of such purchase orders:

"If complaint is made that seller is engaging in discriminatory employment practices made unlawful by applicable state and federal laws, rules, or regulations, and the State Fair Employment Practice Commission or the Federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the COUNTY may forthwith terminate this order." (Ordinance No. 2946, SS 1)

Section 2-97. Affirmative action officer.

At the discretion of the COUNTY affirmative action officer, he or she shall promptly and thoroughly investigate, or cause to be investigated reports and complaints from whatever source, that any party contracting with the COUNTY is engaging, or during the term of a contract or agreement with the COUNTY has engaged, in any unlawful discriminatory employment practices as described in Section 2-95 of this Code. If the investigation discloses reason to believe such unlawful discrimination does exist or has existed and the conditions giving rise thereto have not been changed so as to prevent further such unlawful discrimination, and the said party shall forthwith terminate such unlawful discrimination, take all appropriate steps to prevent a recurrence of such or other unlawful practices, and compensate the person or persons unlawfully discriminated against for any and all loss incurred by reason of such unlawful discrimination, all to the satisfaction of the affirmative action officer, then the affirmative action officer shall cause the matter to be presented for action to the State Fair Employment Practices Commission or the Federal Equal Employment Opportunities Commission, or both, and to any other concerned state or federal agencies or officers.

If and when it has been finally determined by the affirmative action officer, COUNTY counsel, or state or federal regulatory agencies that such unlawful discriminatory employment practice has in fact so occurred or are being carried on, then the affirmative action officer shall forthwith present the entire matter to the Board of Supervisors of the COUNTY, together with all damages, costs, and expense related thereto and incurred by COUNTY, for appropriate action by the Board of Supervisors in accord with the in tent and purposes of this article and of the affirmative action program of the COUNTY (Ordinance No. 2946, SS 1).

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That the County of Santa Barbara of the State of California (hereinafter referred to as the County) and Associated Pacific Constructors Inc., 495 Embarcadero, Morro Bay, CA 93442 (hereinafter referred to as Principal) have by written agreement dated June 18, 2007, entered into a contract identified as:

Project title: **CACHUMA LAKE LAUNCH RAMP IMPROVEMENT**

Project No.: **D00098**

(hereinafter referred to as the Contract) and

That, pursuant to law and to said Contract, and before entering upon the performance of said Contract, the Principal is required to file with the County a good and sufficient bond to secure the payment of labor and materials claims.

NOW, THEREFORE, said Principal and Western Surety Company as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County and State of California Department of Boating and Waterways in the amount of **\$2,276,573.59 DOLLARS**, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. 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 Sate Of California During 1995 (including changes effective January 1, 1996) published by the Department of Insurance, State of California or successor publications.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractor, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named or referred to in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor as required by Division 3, Part 4, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code, or this bond, then said Surety will pay for the same, in an amount not to exceed the amount hereinafter set forth.

This bond shall insure to the benefit of any and all persons, companies and corporations named or referred to in Section 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any ways affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or the Specifications.

In the event suit is brought upon this Bond by County and/or State of California Department of Boating and Waterways and judgment is recovered, Surety shall pay all costs incurred by the County and/or State of California Department of Boating and Waterways in such suit, including a reasonable attorney's fee to be fixed by the court.

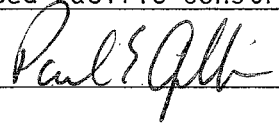
Death, illness, disability or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

Dated: July 2, 2007

Associated Pacific Constructors Inc.

Principal

By



Western Surety Company

Surety



Signature of Attorney In-Fact

Shirley Littell - Attorney in Fact

5820 Canoga Ave., Ste. 200

Woodland Hills, CA 91367

Address

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

Shirley Littell Surety

Name of Agent

716 N. Ventura Rd., #170

Address

Oxnard, CA 93030

City, State & Zip

805 382-1624

Telephone Number

805 382-2804

FAX Number

NOTE: Signature of those executing for Surety must be properly acknowledged.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Ventura

On July 2, 2007 before me, Judith A. Benites, Notary Public

Date

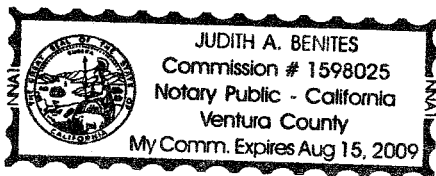
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Shirley Littell

Name(s) of Signer(s)

personally known to me

(or 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.

WITNESS my hand and official seal.

Place Notary Seal Above

Judith A. Benites
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Payment Bond

Document Date: July 2, 2007 Number of Pages: 2

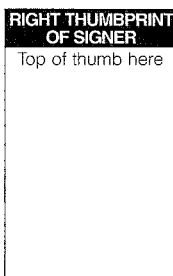
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: Western Surety Company



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



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

Shirley Littell, Individually

of Oxnard, 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 By-Law printed on the reverse hereof, 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 Senior Vice President and its corporate seal to be hereto affixed on this 14th day of November, 2006.



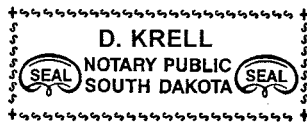
WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 14th day of November, 2006, before me personally came Paul T. Bruflat, 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 the Senior 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
November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, 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-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 2nd day of July, 2007.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That the County of Santa Barbara of the State of California (hereinafter referred to as the County) and Associated Pacific Constructors Inc., 495 Embarcadero, Morro Bay, CA 93442 (hereinafter referred to as Principal) have by written agreement dated June 18, 2007, entered into a contract identified as:

Project title: **CACHUMA LAKE LAUNCH RAMP IMPROVEMENT**

Project No.: **D00098**

(hereinafter referred to as the Contract) and

That, the Principal is required under the terms and conditions of said Contract to furnish a bond for the faithful performance of Contract.

NOW, THEREFORE, said Principal and Western Surety Company
_____ a corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County and State of California Department of Boating and Waterways in the amount of **\$2,276,573.59 DOLLARS** for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. 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 Sate Of California During 1995 (including changes effective January 1, 1996) published by the Department of Insurance, State of California or successor publications.

THE CONDITION OF THIS OBLIGATION is such that if the Principal, his heirs, executors, administrators, successors of assigns shall perform all of the covenants, conditions and agreements in the said Contract and any alteration thereof made as therein provided, in his or their part, to be kept and performed at the time, and in the manner therein specified, and shall indemnify and save harmless County, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force, virtue and effect.

And the said Surety for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall affect its obligations on the bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the Contract or to the work or to the specifications.

In the event suit is brought upon this bond by County and/or State of California Department of Boating and Waterways and judgment is recovered, Surety shall pay all costs incurred by County and/or State of California Department of Boating and Waterways in such suit, including a reasonable attorney's fee to be fixed by the court.

Death, illness, disability or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

Dated: July 2, 2007

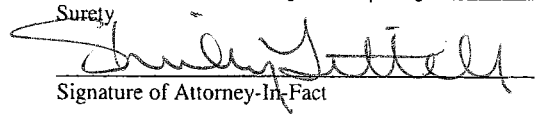
Associated Pacific Constructors Inc.

Principal

By 

Western Surety Company

Surety



Signature of Attorney-In-Fact

Shirley Littell - Attorney in Fact

5820 Canoga Ave., Ste. 200

Woodland Hills, CA 91367

Address

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

Shirley Littell Surety

Name of Agent

716 N. Ventura Rd., #170

Address

Oxnard, CA 93030

City, State & Zip

805 382-1624

Telephone Number

805 382-2804

FAX Number

NOTE: Signature of those executing for Surety must be properly acknowledged.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Ventura

On July 2, 2007 before me, Judith A. Benites, Notary Public

Date

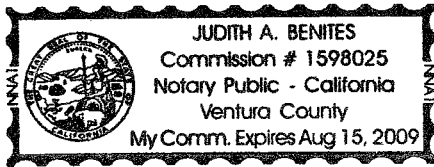
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Shirley Littell

Name(s) of Signer(s)

personally known to me

(or 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.

WITNESS my hand and official seal.

Place Notary Seal Above

Judith A. Benites
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Performance Bond

Document Date: July 2, 2007 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: Western Surety Company

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

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

Shirley Littell, Individually

of Oxnard, 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 By-Law printed on the reverse hereof, 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 Senior Vice President and its corporate seal to be hereto affixed on this 14th day of November, 2006.



WESTERN SURETY COMPANY

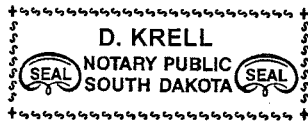
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 14th day of November, 2006, before me personally came Paul T. Bruflat, 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 the Senior 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

November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, 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-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 2nd day of July, 2007.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YY)
07/26/2007

PRODUCER Darren Caesar
 Hub International of California In
 805-682-2571
 10 E. Alamar Avenue
 Santa Barbara, CA 93105
 805-682-2571 ... fax 805-682-1056

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
 Associated Pacific Constructors, Inc.
 Pacific Constructors, Inc.
 495 Embarcadero
 Morro Bay CA 93442

COMPANIES AFFORDING COVERAGE	
COMPANY A	Northern Assurance Co of America
COMPANY B	Commerce West Insurance Company
COMPANY C	American Home Assurance Company
COMPANY D	Continental Insurance Company

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CONTRACT	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	N5JH70596	10/18/2006	10/18/2007	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Protection & Indemnity included 4 Crew Ded: BI 5,000/PD 10,000			PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> \$5,000 GL Ded				FIRE DAMAGE (Any one fire) \$ 100,000
	<input checked="" type="checkbox"/> Protection & Indemnity				MED EXP (Any one person) \$ 5,000
B	AUTOMOBILE LIABILITY		CCV0386487	10/18/2006	10/18/2007
	<input type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$		
	<input type="checkbox"/> ALL OWNED AUTOS		BODILY INJURY (Per accident) \$		
	<input checked="" type="checkbox"/> SCHEDULED AUTOS		PROPERTY DAMAGE \$		
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
GARAGE LIABILITY	ANY AUTO				
					OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
D	EXCESS LIABILITY	EX119581	09/11/2006	10/18/2007	AGGREGATE \$
	<input type="checkbox"/> UMBRELLA FORM	Includes USL&H Coverage			EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE \$ 4,000,000
	Retention \$ 10,000				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC2959230	10/01/2006	10/01/2007	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$ 1,000,000
					EL DISEASE - POLICY LIMIT \$ 1,000,000
					EL DISEASE - EA EMPLOYEE \$ 1,000,000
A	OTHER Hull & Machinery		N5JH40398	10/18/2006	10/18/2007
	Ded \$10,000 for	Whitey & CSI Skimmer	Moe \$ 175,000		
	JC Freeze & Moe		Whitey \$ 15,000		
	Ded \$1,000 for		CSI Skimmer \$ 5,000		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 Certificate holder is named as additional insured under the general liability policy.
 Project Name: Cachuma Lake Launch Ramp Imp. Project No. D00098
 Project Description and Address: Cachuma Lake Launch Ramp, Lake Cachuma, CA
 Project Owner: Santa Barbara County Parks

CERTIFICATE HOLDER

Santa Barbara County Parks
 610 Mission Canyon Road
 Santa Barbara, CA 93105

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. 10 days notice for non-payment.

AUTHORIZED REPRESENTATIVE 



ENDORSEMENT # 7

To be attached to and made part of Policy Number N5JH 70596

Of The Northern Assurance Company of America

Issued to: Associated Pacific Constructors, Inc.

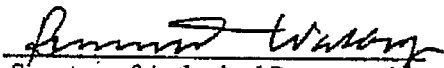
Effective July 3, 2007 and in consideration of the premium charged, it is agreed that the following entity is hereby named as **Additional Insured** under this policy, subject to Form CG 20101185 Additional Insured – Owners, Lessees or Contractors attached, but only as respects the Cachuma Lake Ramp Project at Lake Cachuma, CA (Project # D00098), as their interests may appear:

Santa Barbara County Parks
610 Mission Canyon Rd.
Santa Barbara, CA 93105

It is further agreed that this policy shall be considered primary over all other coverages available to the Additional Insured, but only with respect to their interest in the Cachuma Lake Ramp Project.

All other terms and conditions remain unchanged.

Dated: July 26, 2007


Signature of Authorized Representative

**ADDITIONAL INSURED--OWNERS, LESSEES
OR CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Santa Barbara County Parks

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.