



BOARD OF SUPERVISORS  
AGENDA LETTER

Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

Agenda Number:

2007 APR 10 AM 10:56

COUNTY OF SANTA BARBARA  
CLERK OF THE BOARD OF SUPERVISORS

Department Name: Parks  
Department No.: 052  
For Agenda Of: May 1, 2007  
Placement: Administrative  
Estimate Time:  
Continued Item: NO  
If Yes, date from:  
Vote Required: Majority

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**TO:** Board of Supervisors  
**FROM:** Department Director(s) Daniel C. Hernandez, Director of Parks; 568-2461 <sup>DA</sup>  
Contact Info: Coleen Lund, Project Manager; 568-2470  
**SUBJECT:** Construction of Greenwell Preserve Adaptive Re-Use and Seismic Retrofit  
Project No. DG0033; First Supervisorial District

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**County Counsel Concurrence:**

As to form:  Yes  No  N/A

**Auditor-Controller Concurrence:**

As to form:  Yes  No  N/A

**Other Concurrence:** N/A

As to form:  Yes  No  N/A

**Recommended Action(s):**

That the Board of Supervisors:

- A. Approve plans and specifications for the project.
- B. Execute the construction contract in the amount of \$178,800.00 to the lowest responsible bidder, EJS Construction Inc., 4191 Carpinteria Avenue, Suite 7, Carpinteria, CA 93013 subject to the provision of documents and certifications, as set forth in the plans and specifications applicable to the project and as required by law.

**Summary:**

This project consists of the seismic retrofitting of two (2) existing buildings, installation of restrooms and septic tank, improvement of handicapped accessibility to the site and to the buildings, and repairs and painting of the exterior of the buildings.

Two bids were received and opened for the construction project on March 15, 2007. The low bid was submitted by EJS Construction Inc. of Carpinteria, in the amount of \$178,800.00. Parks staff has performed an analysis of the bid and has determined that the low bid is reasonable and recommends the award of this contract.

This project was bid in accordance with the Public Contract Code, and is a part of the approved Fiscal Year 2006/07 Capital Improvement Program.

**Construction of Greenwell Preserve Adaptive Re-Use and Seismic Retrofit  
Project No. DG0033; First Supervisorial District**

Agenda: May 1, 2007

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**Background:**

The County owns approximately two acres at the corner of Greenwell and Asegra Road, in the community of Summerland. The parcel was previously used by Public Works as a County road yard until 1998 at which time County Parks entered into a lease agreement with the Summerland Citizen's Association (SCA) to fund the development, operation and maintenance of the site as a passive preserve. The Summerland/Greenwell Preserve subcommittee of SCA has been actively involved in the creation of the preserve which includes the ongoing conversion of two existing buildings to community uses, the removal of buildings and paved areas and the creation of a passive recreational area. The site now includes a small parking area for cars and equestrian trailers as a trail head into the coastal foothills in and around the community. A demonstration native species planting area with walking trails is under development as well as on-going restoration efforts to enhance the existing creek which runs through the property. Grant funds have been obtained in the past from CREF, AB1431 and Coastal Conservancy towards these efforts.

The large existing "barn" building is currently only permitted (under the building code) for vehicle and storage use. This use limits SCA's ability to utilize the building as a public gathering site for planting workshops and classes, plant propagation for on-going habitat restoration or other preserve related activities until such time that the building is remodeled to meet building code requirements for public gatherings. The seismic upgrade project includes structural upgrades to the building, required by the building code to allow public use of the building as mentioned. The project also includes the installation of two restrooms within the building for use by the SCA groups who manage and operate the premises. A smaller building on the site, previously used for file and material storage will also be structurally upgraded to allow for additional community meeting space for SCA and affiliated community groups (Montecito Trails Foundation, Carpinteria Valley Association, Summerland Board of Architectural Review).

**Fiscal and Facilities Impacts:**

Budgeted:  Yes  No

**Fiscal Analysis:**

<u>Funding Sources</u>	<u>Current FY Cost:</u>	<u>Annualized On-going Cost:</u>	<u>Total One-Time Project Cost</u>
General Fund			
State Prop 12	\$ 178,800.00		
Federal			
Fees			
Other:			
Total	\$ 178,800.00	\$ -	\$ -

Narrative: Funding for this project is available from Proposition 12 Bond Act and will be appropriated into County Parks Accumulative Capital Outlay budget 1931.

**Staffing Impact(s):**

**Legal Positions:**

N/A

**FTEs:**

N/A

**Construction of Greenwell Preserve Adaptive Re-Use and Seismic Retrofit**

**Project No. DG0033; First Supervisorial District**

Agenda: May 1, 2007Error! Reference source not found.

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**Special Instructions:**

Clerk of the Board to provide one copy of the executed contract and Board minute order to County Parks; attn. Coleen Lund.

**Attachments:**

Contract Agreement

**Authored by:**

France Veillette, Civil Engineer Associate; 568-2473

Contract summary Form:

Contract Number BC-07-147

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) .....: GREENWELL PRESERVE ADAPTIVE RE-USE AND SEISMIC RETROFIT  
 K3. Original Contract Amount (Gross Amount) .....: \$178,800.00  
 K4. Contract Begin Date (First Working Day) .....: Issuance of Notice to Proceed (estimated date June 4, 2007)  
 K5. Original Contract End Date (Last Working Day) .....: 50 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 .....: DG0033

B1. Is this a Board Contract (Yes/No) .....: YES  
 B2. Number of Workers Displaced .....: None  
 B3. Number of Competitive Bids .....: 2  
 B4. Lowest Responsible Bid Amount .....: \$178,800.00  
 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 .....: \$178,800.00  
 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 .....: 8539 & 8540  
 F10. Cost Center number (If Applicable) .....: n/a  
 F11. Payment Terms .....: Net 30

V1. Auditor Vendor Number .....: 821433  
 V2. Payee/Contractors Name .....: EJS Construction Inc.  
 V3. Mailing Address .....: 4191 Carpinteria Avenue, Suite 7  
 V4. City .....: Carpinteria  
 V5. State .....: CA  
 V6. Zip (include +4 if known) .....: 93013  
 V7. Company Telephone Number .....: (805) 684-6381  
 V8. Federal Tax ID (EIN or SSN) .....: 90-0247429  
 V9. Contact Person .....: Paul Sanchez, President  
 V10. Contact Person's Telephone Number .....: (805) 684-6381  
 V11. Workers Comp Insurance Expiration Date .....:  
 V12. General liability Insurance Expiration Date .....:  
 V13. Contractor's License Number and Type .....: 560947, Class B  
 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: 4/9/07

Authorized Signature: Coleen Lund



SANTA BARBARA COUNTY PARKS

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CONTRACT

FOR  
GREENWELL PRESERVE  
ADAPTIVE RE-USE  
AND SEISMIC RETROFIT

PROJECT No. DG0033

March 20, 2007



**COUNTY OF SANTA BARBARA FOR:**  
Greenwell Preserve – Adaptive Re-Use and Seismic Retrofit  
County Project No. DG0033  
Auditor - Controller Contract No. BC-07-147

THIS AGREEMENT is made by and between the County of Santa Barbara, a political subdivision of the State of California, hereinafter called COUNTY, and EJS Construction Inc., 4191 Carpinteria Avenue, Suite 7, Carpinteria, CA 93013 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 **ONE HUNDRED SEVENTY EIGHT THOUSAND, EIGHT HUNDRED DOLLARS AND ZERO CENTS (\$178,800.00)** 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 **50 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**

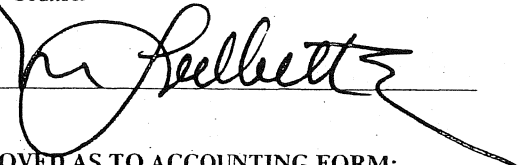
Date: \_\_\_\_\_

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**

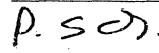
\_\_\_\_\_  
EJS Construction Inc.

\_\_\_\_\_  
4191 Carpinteria Avenue, Suite 7

\_\_\_\_\_  
Carpinteria, CA 93013

License No. \_\_\_\_\_  
560947 B

IRS No. \_\_\_\_\_  
90-0247429

BY:   
Paul Sanchez, President

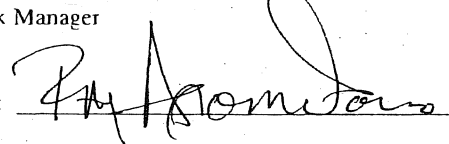
Business type (check only one):

Corporation \_\_\_\_\_ X

Partnership \_\_\_\_\_

Sole Proprietorship \_\_\_\_\_

APPROVED AS TO FORM:

Risk Manager  
BY: 

**Accounting Information**

Fund 0030

Dept. 052

Account 8540, 8539



**SANTA BARBARA COUNTY PARKS  
GREENWELL PRESERVE  
ADAPTIVE RE-USE  
AND SEISMIC RETROFIT**

**Project No.: DG0033**

**Bid Opening Date: THURSDAY, MARCH 15, 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	Adaptive Re-Use and Seismic Retrofit work complete in place, in accordance with the drawings and these Special Provisions.	EA	1	178,800.00	178,800.00
<b>BID TOTAL</b>					<b>\$178,800.00</b>
<b>BID TOTAL (in writing)</b>  One Hundred Seventy Eight Thousand Eight Hundred & Zero Cents					

CERTIFICATE OF COMPLIANCE

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

EJS CONSTRUCTION INC  
Firm

PAUL SANCHEZ  
By

PRESIDENT  
Title

Dated: 3/26/07

(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."

EJS CONSTRUCTION INC  
Firm

PAUL SANCHEZ  
By

PRESIDENT  
Title

Dated: 3/26/07

(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 3/26/07

PAUL SANCHEZ  
Contractor

By P. S. S.  
Signature

PRESIDENT  
Title

ATTEST:  
By P. S. S.  
Signature

SRC  
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).

BOND NO. 661120482  
 Premium included in  
 Performance Bond.

## 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 EJS Construction Inc., 4191 Carpinteria Avenue, Suite 7, Carpinteria, CA 93013 (hereinafter referred to as Principal) have by written agreement dated March 20, 2007, entered into a contract identified as:

Project title: **GREENWELL PRESERVE ADAPTIVE RE-USE AND SEISMIC RETROFIT**

Project No.: **DG0033**

(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 Lincoln General Insurance Company as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County in the amount of **\$178,800.00 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 State 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.

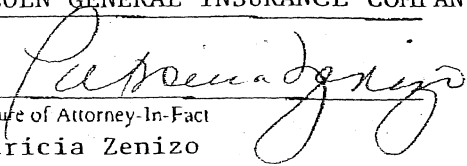
And the said Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any ways affect its obligations on this bond, and it does hereby 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 judgment is recovered, Surety shall pay all costs incurred by the County 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: March 27, 2007.

EJS CONSTRUCTION, INC.  
Principal  
By   
Paul Sanchez,  
President

LINCOLN GENERAL INSURANCE COMPANY  
Surety  
  
Signature of Attorney-In-Fact  
Patricia Zenizo  
701 "B" Street, Suite 2100  
San Diego, CA 92101  
Address

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

Preferred Bonding  
Name of Agent  
1800 McCollum St.  
Address  
Los Angeles, CA 90026  
City, State & Zip  
(323) 663-7814  
Telephonic Number  
(323) 663-7834  
FAX Number

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

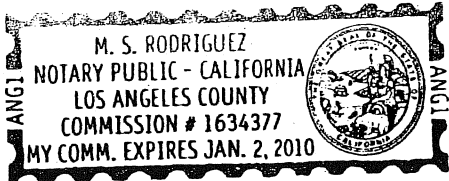
State of California

County of Los Angeles

On March 27, 2007 before me, M. S. Rodriguez, Notary Public  
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared PATRICIA ZENIZO  
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.

M. S. Rodriguez  
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: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: \_\_\_\_\_

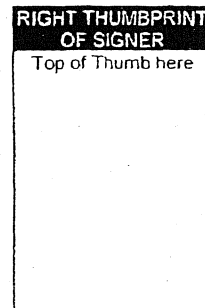
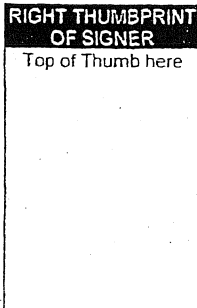
- Individual
- Corporate Officer
- Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_





# LINCOLN GENERAL INSURANCE COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Lincoln General Insurance Company, organized and existing by virtue of the Laws of the Commonwealth of Pennsylvania, does hereby nominate, constitute and appoint:

Patricia Zenizo, Pietro Micciche, Margaret S. Rodriguez, Vanessa M. Gutierrez

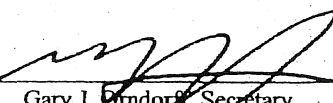
its true and lawful attorney(s)-in-fact to sign, seal and execute for and on its behalf, as surety, bonds, undertakings, and other obligatory instruments of similar nature in an amount not to exceed **Three Million Dollars (\$3,000,000)** and to bind it thereby as fully and to the same extent as if such 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.

RESOLVED that this Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the Board of Directors of Lincoln General Insurance Company on the 4<sup>th</sup> day of September, 2002.

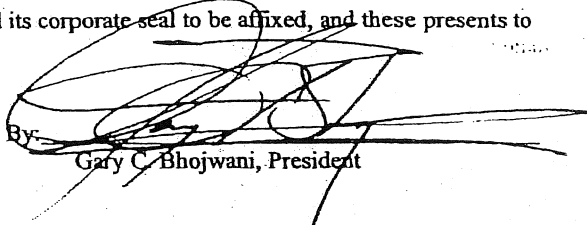
RESOLVED that the President, an Executive or Senior Vice President, or any Vice President of the Company, together with the Secretary or any Assistant Secretary are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute, sign, seal and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

RESOLVED FURTHER that the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing, or photocopying.

IN WITNESS WHEREOF, Lincoln General Insurance Company has caused its corporate seal to be affixed, and these presents to be signed by its duly authorized officers this 4th day of September, 2002.

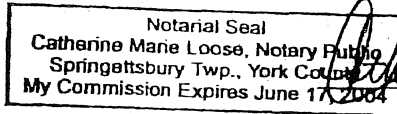
Attest:   
Gary J. Orndorff, Secretary  
The Commonwealth of Pennsylvania  
York County



BY:   
Gary C. Bhojwani, President

On this 4th day of September, 2002, before me personally came Gary C. Bhojwani, to me known, who being duly sworn, did depose and say: that he is the President of the Corporation mentioned in and which executed the above instrument: that he knows the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Company, and that he executed the said instrument by like order and authority and the same was his free act and deed.

The Commonwealth of Pennsylvania  
York County

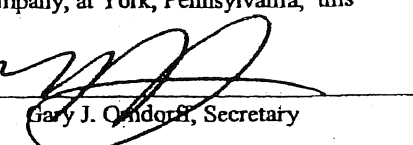


  
Notary Public

I, Gary Orndorff, Secretary of Lincoln General Insurance Company, a corporation of the Commonwealth of Pennsylvania do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at York, Pennsylvania, this 27th day of March, 2007.



  
Gary J. Orndorff, Secretary

BOND NO. 661120482

Premium: \$3,682.00

**PERFORMANCE BOND**Premium Based On  
Final Contract Price.

KNOW ALL MEN BY THESE PRESENTS:

That the County of Santa Barbara of the State of California (hereinafter referred to as the County) and EJS Construction Inc., 4191 Carpinteria Avenue, Suite 7, Carpinteria, CA 93013 (hereinafter referred to as Principal) have by written agreement dated March 20, 2007, entered into a contract identified as:

Project title: **GREENWELL PRESERVE ADAPTIVE RE-USE AND SEISMIC RETROFIT**Project No.: **DG0033**

(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 Lincoln General Insurance Company,  
\_\_\_\_\_ a corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County in the amount of **\$178,800.00 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 State 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 or 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 judgment is recovered, Surety shall pay all costs incurred by County in such suit, including a reasonable attorney's fee to be fixed by the court.

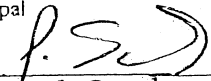
Death, illness, disability or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

Dated: March 27, 2007

EJS CONSTRUCTION, INC.

Principal

By

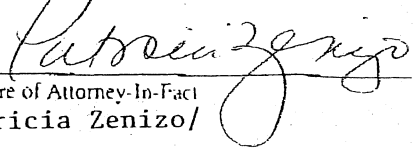


Paul Sanchez,  
President

LINCOLN GENERAL INSURANCE COMPANY

Surety

By:



Signature of Attorney-In-Fact

Patricia Zenizo/

701 "B" Street, Suite 2100

San Diego, CA 92101

Address

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

Preferred Bonding

Name of Agent

1800 McCollum St.

Address

Los Angeles, CA 90016

City, State & Zip

(323) 663-7814

Telephone Number

(323) 663-7834

FAX Number

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

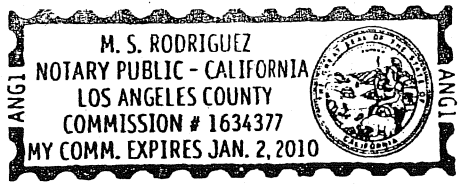
State of California

County of Los Angeles

On March 27, 2007 before me, M. S. Rodriguez, Notary Public  
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared PATRICIA ZENIZO  
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.

M. S. Rodriguez  
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.*

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Title or Type of Document: \_\_\_\_\_

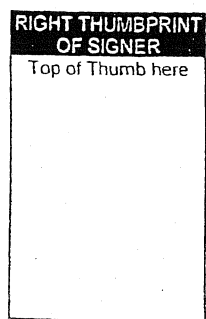
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: \_\_\_\_\_

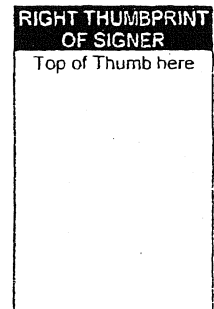
- Individual
- Corporate Officer
- Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

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




Signer Is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<b>ACORD</b> <small>TM</small>		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 03/28/2007	
PRODUCER Phone: (530) 582-8000 Fax: 530-582-6007 <b>AEGIS INSURANCE MARKETS</b> 12219 BUSINESS PARK DRIVE STE 1 TRUCKEE CA 96161-			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.		
Agency Lic#: 0C97584			INSURERS AFFORDING COVERAGE		NAIC #
INSURED <b>EJS CONSTRUCTION</b> C/O PAUL SANCHEZ 4191 CARPENTERIA AVE #7 CARPENTERIA CA 93013			INSURER A: <b>NIC INSURANCE CO.</b>		
			INSURER B:		
			INSURER C:		
			INSURER D:		
			INSURER E:		

COVERAGES						
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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	YES	GENERAL LIABILITY	SFCGL002645	05/15/08	05/15/07	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED. EXP (Any one person) \$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
		AUTOMOBILE LIABILITY				PRODUCTS-COMP/OP AGG. \$ 2,000,000
		<input type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT (Ea accident) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person) \$
		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC. \$
						AGG. \$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS \$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				OTHER \$
		<small>If yes, describe under SPECIAL PROVISIONS below</small>				E.L. EACH ACCIDENT \$
		OTHER:				E.L. DISEASE-EA EMPLOYEE \$
						E.L. DISEASE-POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS  
 SEE SUPPLEMENTAL CERTIFICATE INFORMATION

<b>CERTIFICATE HOLDER</b> SANTA BARBARA COUNTY PARKS 610 MISSION CANYON RD. SANTA BARBARA, CA 93105  FAX: 805-568-2459  Attention:	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE <div style="text-align: center;">                       Tony Commendatore ext 110                 </div>
---	--

# SUPPLEMENT TO CERTIFICATE OF LIABILITY INS #16468

DATE  
MAR 28 07

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED AS PER ATTACHED ANF-ES 160 09/2003. 10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT, 30 DAYS ALL OTHER REASONS.

RE: FRAMING PARTITION WALLS, CONCRETE SLAB WORK/NON STRUCTURAL CABINET WORK, DOORS, FRAMES, AND HARDWARE, CLEAN-UP AND SUPERVISION - PROJECT NO: DG0033 @ INTERSECTION OF GREENWELL AVE., AND ASEGRA RD. IN SUMMERLAND, CA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.\**

**BLANKET ADDITIONAL INSURED ENDORSEMENT  
(EXCLUDING RESIDENTIAL AND HABITATIONAL)**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)  
CG 20 10 11 85**

**SCHEDULE**

**Name of Person or Organization:**

Any person or organization that the named insured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy, provided the Company is notified in writing within 30 days of the inception of the contract or agreement, or the inception of this policy, whichever is later.

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.

The following additional provisions apply to any entity that is an insured by the terms of this endorsement:

1. **Primary Wording**  
If required by written contract or agreement: Such insurance as is afforded by this policy shall be primary insurance, and any insurance or self-insurance maintained by the above additional insured(s) shall be excess of the insurance afforded to the named insured and shall not contribute to it.
2. **Waiver of Subrogation**  
If required by written contract or agreement: We waive any right of recovery we may have against an entity that is an additional insured per the terms of this endorsement because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization.
3. Neither the coverages provided by this insurance policy nor the provisions of this endorsement shall apply to any claim arising out of the sole negligence of any additional insured or any of their agents/ employees.
4. This endorsement does not apply to any work involving or related to properties intended for permanent residential or habitational occupancy.

The words "you" and "your" refer to the Named Insured shown in the Declarations.

"Your work" means work or operations performed by you or on your behalf; and materials, parts or equipment furnished in connection with such work or operations.

ANF-ES 160 (9/ 2003)

RECEIVED APR 13 2007

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/13/07

<b>PRODUCER</b> Thomas Marschowski 5320 Carpinteria Ave. Ste. L Carpinteria, CA 93013	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.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> EJS Construction, Inc. PO Box 939 Carpinteria, CA 93014	INSURER A: Allstate Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

## COVERAGES

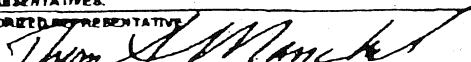
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES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

LINE	DESCRIPTION	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA OCCUR/ACC) \$ MED EXP (Any one person) \$ PERSONAL & ADW INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOR AGG \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	048588040	01/19/2007	01/19/2008	COMBINED SINGLE LIMIT (EA accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU- TORY LIMITS   OTH ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Additional Insured

Project: Greenwell Preserve Adaptive Re-Use and Seismic Retrofit  
 Project No. DG0033 - Contract Award

<b>CERTIFICATE HOLDER</b> The County of Santa Barbara C/O: County Parks 810 Mission Canyon Road Santa Barbara, CA 93105 Attn: France Vellelle	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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**STATE  
COMPENSATION  
INSURANCE  
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

ISSUE DATE: 03-28-2007

GROUP: 000229  
POLICY NUMBER: 0008802-2007  
CERTIFICATE ID: 44  
CERTIFICATE EXPIRES: 01-01-2008  
01-01-2007/01-01-2008

COUNTY OF SANTA BARBARA  
PARKS DEPT  
810 MISSION CANYON RD  
SANTA BARBARA CA 93105-2911

SL

JOB: #DG0033

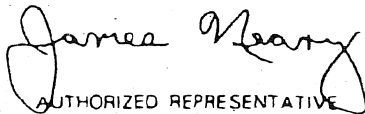
RECEIVED APR 30 2007

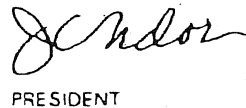
This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

  
AUTHORIZED REPRESENTATIVE

  
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1800 - PAUL A SANCHEZ P,S,T - EXCLUDED.

ENDORSEMENT #2085 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 01-01-1999 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

E J S CONSTRUCTION INC  
PO BOX 938  
CARPINTERIA CA 93014

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