

Attachment B

Attachment B . Purchase Order CN9335 Vanir Construction Management, Inc.



County of Santa Barbara
Purchasing Agent
260 N San Antonio Rd,
Santa Barbara, CA 93110

Order CN9335

Order date

8/7/2024

Delivery address

Santa Barbara County
GS AS DIRECTED

Vendor

80176
VANIR CONSTRUCTION MANAGEMENT INC

4540 DUCKHORN DR STE 300
SACRAMENTO
CA
95834
TAMARA LESSLEY
TAMARA.LESSLEY@VANIR.COM

Bill To

Santa Barbara County
912 W FOSTER ROAD SANTA MARIA, CA 93455 JOHN L
GREEN

Refer Inquiries to Buyer

Sarah Witmer
switmer@countyofsb.org

Terms of payment

30 days

Item/Comments	Description	Preferred delivery date	Quantity	Unit	Price	Amount
000468-PROJECT DEVELOPMENT/MANAGEMENT	Provide construction management/CWA compliance services for General Services (Capital) and Public Works (Transporation and Resource Recovery) Projects.	2025-01-31	1.00		175,000.00	175,000.00

Order Total USD

175,000.00

GENERAL: Contract to monitor compliance with the County of Santa Barbara Community Workforce Agreement (CWA); assist as the authorized representative of the County in developing and implementing the programs referenced in the CWA; and to otherwise implement and administer the CWA for the following County projects: Santa Barbara Probation Headquarters (GS), the Tajiguas Landfill Phase IVA Groundwater Protection System and the Santa Clause Lane Streetscape Improvements per the attached Statement of Work dated August 7, 2024.

CONTRACT PERIOD: Start date, as directed. Termination date, as directed and NO LATER THAN January 31, 2025.

LIMITATIONS: Total expenditure for the period shall not exceed \$175,000. Any increase or decrease in this total amount may be authorized only upon written notice from the County Chief Procurement Officer.

STANDARD TERMS AND CONDITIONS FOR INDEPENDENT CONTRACTORS (ver. 2023 09 29) attached.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March

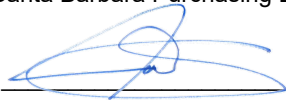
1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

In accordance with Section 2-96 of the County Code, 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 of Santa Barbara may forthwith terminate this order.

NOTE TO CONTRACTOR: No payment will be due or payable unless this contract is properly executed and returned to the County Purchasing Office. Do not commence performance until you have executed this contract and returned it to the County of Santa Barbara Purchasing Division, 260 N San Antonio Rd, Santa Barbara, CA 93110.

Accepted By: (X) 

Print Name/Title: Jerry Avalos, President

Date: 08/30/2024

Applicable License # (Medical/Contractor/Etc.): 459092

Phung Loman

COUNTY OF SANTA BARBARA



STATEMENT OF WORK- EXHIBIT A

The following statement of work and hourly rates, which include all overhead, administrative costs, and profit, shall apply to hourly-rate Services. Any rate increases must be approved in advance in writing by the Owner Project Manager (OPM), and shall thereafter take effect on the approval date of an amendment to the Purchase Order. Modifications to Consultant's Hourly Rate Schedule to include out-years beyond the rates identified in this Statement of Work, and the addition of personnel not identified in Exhibit B, will be negotiated by the Parties using as a benchmark the prevailing rates/increase for similar Consulting Services in the California Central Coast area, and are subject to prior written approval by the OPM in each instance as an amendment to the Purchase Order.

CONSULTANT FIRM NAME: Vanir Construction Management, Inc.

SCOPE OF WORK:

Consultant's Scope of Work includes work described in RFQ (below) and as further described in Section 5 of the Consultant's Proposal also attached here. This Exhibit A modifies Section 5 of the Consultant's Proposal to include the 'Project CWA Initiation Phase and the 'Project CWA Construction Phase' to support the following County projects as their budgets allow:

- Project No. 19014 County of Santa Barbara Probation Headquarters
- Project No. 24023 (PW 828985) Tajiguas Landfill Phase IVA Groundwater Protection System
- Project No. 24024 (PW720783) Santa Claus Lane Streetscape Improvements Project

The Consultant's Scope of Work may be expanded to include the 'Project CWA Closeout Phase' should additional funding become available. A contract amendment would be required to allow this work to proceed.

4.0 SCOPE OF WORK

The scope of Community Workforce Coordinator is to identify critical operations and perform necessary obligations found in Attachment A "County of Santa Barbara Community Workforce Agreement", (CWA) for the Project.

4.1 General

- A. Coordinate and facilitate Pre-Job conference with contractor and all subcontractors.
- B. Coordinate and communicate updates and reports identified in the CWA as required, but not less than once per month.
- C. Monitor and enforce all provisions of the CWA.
- D. Report using a comprehensive plan that facilitates the intent and purpose of the CWA.
- E. Provide services through the bidding, construction and closeout for the Project.

4.2 Project Objectives and Deliverables

- A. Develop and implement procedures promptly for the identification of craft needs, scheduling of work to facilitate the utilization of available craft workers and to secure the services of craft workers in sufficient numbers to meet the high demands of the Project.



- B. Implement plan and coordinate with the Union to provide opportunities for local contractors and suppliers to participate in the Project.
- C. Monitor and maintain adequate records for Letter of Assent requirements.
- D. Monitor and maintain adequate records for Core Worker requirements.
- E. Coordinate with the Unions and Contractors in the administration of this Local Area resident preference.
- F. Develop plan to monitor, enforce, and maintain adequate records of all wages and benefits under this Project for compliance.
- G. Assist in identifying, enforcing, and settling any potential violations or breach of the CWA.
- H. Oversee and process grievances and disputes according to Articles 9 and 6 in the CWA.
- I. Monitor and enforce compliance by all Contractors and subcontractors with all federal and state law regulations that may apply to the Project.
- J. Develop a plan to encourage maximum utilization of apprentices and overall supply of experienced workers.
- K. Schedule meetings with committee and County staff, develop agenda topics, and keep meeting minutes. Agendas shall include at a minimum, Agreement administration, progress of the Project, general labor management problems, and quarterly reports on apprentice utilization and training.

Section 5



Alameda County Juvenile Detention Center

Proposed Work Plan, Time Schedule and Workload

VANIR'S STAFF AND WORKLOAD

Vanir is a 340+ person construction management firm specializing in public sector projects like the three County projects included in this proposal. Our proposed Community Workforce Coordinator Sean Murphy is coming off a long term assignment will be assigned full-time to the position for these projects; Sean will be 100% dedicated and available to this effort. Our Senior Project Director Rob Nash will be available to Sean and the projects as a resource as needed. Additionally, Sean will be backed up by the 25 professionals out of our Central Coast office in San Luis Obispo, and will have our full suite of corporate resources located in Sacramento as needed. Vanir has performed project labor agreement services for many of our clients; we have reviewed the scope of work described in the RFP and we have the expertise and availability to perform these services for the County of Santa Barbara as described.

In the following we describe our process and deliverables for each of the three projects. We expect the Probation Headquarters project will be the most intense, in terms of length of construction, relative complexity of the project and required number of specialty subcontractors. We expect the Tajiguas Landfill and Santa Claus Lane projects to be somewhat less intense, but will still require careful and regular monitoring and documentation to ensure compliance with the CWA.

OUR PATHWAY TO SUCCESS:

SET

Data Driven Goals

ESTABLISH

Clear Roles & Responsibilities

COLLECT

Data To Track Progress

REPORT

Progress Toward Goals

ENFORCE

To Ensure Progress

SUPPORT

For Local Workforce Initiatives

PROJECT CWA INITIATION PHASE

Project CWA Initiation Tasks

1. Establish goal, needs and data metrics to measure progress and compliance
2. Develop/customize reporting software, format and templates
3. Preconstruction CWA meeting with the contractor, subcontractors, union representative, and the County to discuss:
 - 3A. CWA goals and requirements
 - 3B. Roles and responsibilities:
 - i. Community Workforce Coordinator
 - ii. County
 - iii. Contractor
 - iv. Subcontractor
 - v. Union representatives
 - 3C. Letters of assent
 - 3D. Core workers
 - 3E. Apprentice requirements
 - 3F. Issue/grievance process and resolution
 - 3G. Labor request form, submittal timing and timing of union response
 - 3H. Local workforce initiatives
 - 3I. Current labor issues

4. Verify letters of assent for all identified contractors and subcontractors
5. Verify core workers and apprentices meet CWA requirements
6. Coordinate with contractor and union representatives to develop outreach programs to promote the local workforce, service providers and suppliers

✓ CWA INITIATION DELIVERABLES
<ul style="list-style-type: none"> • Document CWA goals, needs and data metrics that will be collected to verify compliance with the CWA • Customized reporting templates for use on the project • Preconstruction CWA meeting minutes • Documentation of letters of assent, core workers and apprentice requirements • Documentation of local workforce initiatives

PROJECT CWA CONSTRUCTION PHASE

Project CWA Construction Regularly Scheduled Tasks

1. Regular bi-weekly project labor meeting (attended by County, contractor, subcontractors as needed, and union representatives) to discuss:
 - 1A. Project safety
 - 1B. 4-week labor look ahead schedule
 - 1C. Labor needs
 - 1D. Specialty crafts and availability
 - 1E. Issues/grievances
2. Regular weekly unannounced site visits to verify compliance with the CWA including worker interviews as needed
3. Monthly wage rate verification – we recommend the contractor provide wage rate information to be included with monthly invoicing for the project; verification of wage rates can be a condition of County approval of monthly contractor application for payment
 - 3A. Goals, needs and data metrics to be measured
 - 3B. Progress toward meeting goals and needs verified by data metrics
 - 3C. Any issues with progress
 - 3D. Any issues with labor availability, specialty crafts, etc.
 - 3E. Labor issues and/or grievances and resolution

- 3F. Anticipated work and labor needs for next 4 weeks.

5. Verify apprentice utilization, training and monthly project labor report showing:

✓ CWA CONSTRUCTION PHASE REGULARLY SCHEDULED DELIVERABLES
<ul style="list-style-type: none"> • Bi-weekly project labor meeting minutes • Field reports for weekly site visits • Monthly wage rate verification report • Monthly project labor report • Quarterly apprentice utilization and training report

PROJECT CWA CONSTRUCTION PHASE

Project CWA Construction Intermittent Tasks

1. Attend Owner, Architect, Contractor (OAC) meetings as requested
2. Verify ongoing letters of assent as new subcontractors are brought on board
3. Support the County in any formal grievance process as outlined in the CWA
4. Attend local workforce events

✓ CWA CONSTRUCTION PHASE INTERMITTENT DELIVERABLES
<ul style="list-style-type: none"> • Meeting minutes for attended OAC meetings • Updated letter of assent report • Documentation as needed to support the County in a grievance process • Reports on events attended










PROJECT CWA CLOSEOUT PHASE

Project CWA Closeout Tasks and Documentation

1. Final monthly labor report showing progress made toward all goals and needs
2. Final wage rate verification report
3. Final letters of assent report
4. Final apprentice utilization and training report
5. Final report on grievances and resolution
6. Final report on local workforce initiative
7. Provide the County with final electronic versions of all project documents



Consultant's Hourly Rates

Preliminary Work Schedule				2024				2025					
				j	j	a	s	o	n	d	j		
Probation Headquarters													
					Initiation			Construction					
Tajiguas Landfill													
					Initiation			Construction					
Santa Claus Lane													
					Initiation			Construction					
Proposed Staff Involvement													
				2024 Rates									
				Scott Murphy - PIC	\$260.00	0	0	0	4	1	1	1	1
				Rob Nash - PD/PM	\$230.00	0	0	0	16	16	16	6	4
				Community Workforce Coordinator - Probation	\$190.00		0	0	88	88	88	88	88
				Community Workforce Coordinator - Tajiguas	\$190.00			0	40	40	40	40	40
				Community Workforce Coordinator - Santa Claus	\$190.00				40	40	40	40	40
Scott Murphy - PIC				0	0	0	1040	260	260	260	260		
Rob Nash - PD/PM				0	0	0	3680	3680	3680	1380	920		
Community Workforce Coordinator - Probation				0	0	0	16720	16720	16720	16720	16720		
Community Workforce Coordinator - Tajiguas						0	7600	7600	7600	7600	7600		
Community Workforce Coordinator - Santa Claus						0	7600	7600	7600	7600	7600		
Monthly Costs				0	0	0	36640	35860	35860	33560	33100		

Task Order 1 - \$175,000
approx. 9/1/24 to 1/31/25



END EXHIBIT A



EXHIBIT B

CONSULTANT'S STAFF & SUBCONSULTANTS

- A. Consultant declares that the Principal-in-Charge on behalf of Consultant shall be Scott Murphy, CCM. Consultant declares that the Project Manager shall be Rob Nash, RA.
- B. Consultant will only employ Subconsultants identified in the Consultant's response to the County's RFQ for this project, and each Subconsultants must, if their profession or specialty is licensable, be licensed by the State of California to perform such Services. Consultant must obtain Owner's prior written approval of any other subconsultants or subcontractors. Upon Owner's request, Consultant shall provide copies of all Subconsultant contract agreements to Owner.
- C. None of the Staff or Subconsultants shall be replaced without OPM's prior written approval pursuant to an amendment to this Purchase Order. If Consultant's Project Manager or any other designated key staff person or Subconsultant fails to perform to the satisfaction of Owner, upon written notice from Owner's Project Manager, Consultant shall, within fifteen (15) calendar days, remove that person from the Project and provide a qualified replacement acceptable to OPM, and subject to OPM's prior written approval.

END EXHIBIT B



EXHIBIT C

Indemnification and Insurance Requirements (For Design Professional Contracts that also Include Non-Design Services)

INDEMNIFICATION

A. Indemnification pertaining to Design Professional Services:

CONTRACTOR agrees to fully indemnify and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, suits damages, costs, expenses, judgments and/or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR and its employees, subcontractors, or agents in the performance of services under this Agreement. The indemnity includes the cost to defend COUNTY to the extent of the CONTRACTOR'S proportionate percentage of fault. Should one (or more) defendants be unable to pay its share of the defense costs due to bankruptcy or dissolution of the business, CONTRACTOR shall meet and confer with other parties regarding unpaid defense costs and CONTRACTOR shall pay COUNTY'S cost of defense to the fullest extent permitted by law.

B. Indemnification pertaining to other than Design Professional Services:

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

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

- 1. Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations,



personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR'S has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(Not required if CONTRACTOR provides written verification it has no employees)**
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10. CG 20 26, Cg 20 33 or CG 20 38; and CG 20 37 if a later revisions used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the



retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or COUNTY.

6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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



STANDARD TERMS & CONDITIONS FOR INDEPENDENT CONTRACTORS

THESE TERMS & CONDITIONS ("Terms and Conditions") are entered into by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and the party identified as "Vendor" on the COUNTY Purchase Order ("Purchase Order") issued by COUNTY's Procurement Services Division and to which these Terms and Conditions are attached ("CONTRACTOR" and, together with COUNTY, collectively, the "Parties" and each individually a "Party"), effective as of the date of CONTRACTOR's signature on or other acceptance of the Purchase Order (defined below). **CONTRACTOR's signature on or other acceptance of the COUNTY Purchase Order issued by COUNTY's Procurement Services Division to which these Terms and Conditions are attached ("Purchase Order") means CONTRACTOR has read, accepted, and agreed to these Terms and Conditions.** These Terms and Conditions, together with the Purchase Order, including all attachments and exhibits hereto and thereto, collectively, shall be referred to in these Terms and Conditions as the "Contract" or the "Contract Documents," and each such document comprising the Contract shall individually be referred to as a "Contract Document". For the avoidance of doubt, the Contract and the Contract Documents include the Description of Services (defined below) and the Indemnification and Insurance Requirements (defined below).

1. **SCOPE OF SERVICES / COMPENSATION.** CONTRACTOR agrees to provide to COUNTY the services ("Services") and deliverables ("Deliverables"), and COUNTY agrees to pay CONTRACTOR, as set forth in the Description of Services attached to the Purchase Order and incorporated herein by reference ("Description of Services"). This Contract shall be administered by the COUNTY's Procurement Services Division, and payment hereunder shall be subject to satisfactory performance of the Services and delivery of the Deliverables in accordance with the terms and conditions of the Contract as determined by the Director of COUNTY's General Services Department, or such Director's designee ("Designee"). CONTRACTOR will be entitled to reimbursement for only those expenses specifically identified in the Description of Services.

2. **STATUS AS INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of the Services under this Contract as an independent contractor, and not as COUNTY's employee. CONTRACTOR understands and acknowledges that CONTRACTOR will not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR warrants that CONTRACTOR is authorized by law to perform all work contemplated in this Contract, and CONTRACTOR agrees to submit, upon request, verification of licensure or registration, or other applicable evidence of such official authorization.

3. **BILLING & PAYMENT.** CONTRACTOR shall submit invoice(s) for the Services to the COUNTY at the COUNTY's address set forth on the Purchase Order, in accordance with the invoicing procedures set forth in the Purchase Order or the Description of Services. Unless otherwise specified in the Contract, COUNTY will pay CONTRACTOR within thirty (30) days from COUNTY's receipt of invoice.

4. **TAXES.** COUNTY will not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such taxes paid, plus all interest and penalties assessed in connection therewith. Such taxes include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance. Notwithstanding the foregoing, if CONTRACTOR is using a non-California address or a California P.O. Box address for conducting its business with COUNTY, CONTRACTOR shall be subject to required nonresident withholding for Services that CONTRACTOR provides in California for COUNTY, unless CONTRACTOR is a government entity or CONTRACTOR provides COUNTY with a California withholding form that shows CONTRACTOR is exempt from withholding.

5. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no employment or interest, and CONTRACTOR shall not acquire any employment or interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Contract. CONTRACTOR further covenants that in the performance of this Contract, CONTRACTOR will not employ any person or subcontractor having any such conflict interest. CONTRACTOR shall promptly disclose to COUNTY, in writing, any potential conflict of interest.

6. **OWNERSHIP AND INTELLECTUAL PROPERTY.**

- A. CONTRACTOR and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to all documents, data, know-how, methodologies, software and other materials, including computer programs, reports and specifications, provided by or used by CONTRACTOR in connection with performing the Services to the extent developed or acquired by CONTRACTOR prior to the commencement or independently of this Contract (collectively, the "Pre-Existing Materials"), including all intellectual property rights therein.
- B. Except as provided in Subsection A of this Section 6, above, COUNTY shall own all Deliverables provided to COUNTY in connection with the Services. CONTRACTOR hereby grants to COUNTY a fully-paid, perpetual license to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use, in whole or in part, all Pre-Existing Materials incorporated into any of the Services or Deliverables, and all other reports, data, documents and other materials comprising, and necessary for COUNTY's continued use of, the Services and Deliverables, whether or not performance under this Contract is completed or terminated prior to completion ("License"). CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights provided by this Section 6.B. In addition to and without limiting the provisions of the Indemnification and Insurance Requirements (defined below), CONTRACTOR warrants that none of the Deliverables, Services, or any other items provided by or on behalf of CONTRACTOR under this Contract shall infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against all claims that any of the Deliverables, Services, or any other items provided by or on behalf of CONTRACTOR under this Contract infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims.

C. This Section 6 shall survive the expiration or termination of this Contract.

7. **COUNTY PROPERTY.** COUNTY's property, documents, data, and information (collectively, "COUNTY Property") provided for CONTRACTOR's use or otherwise made available to CONTRACTOR or to which CONTRACTOR or any of CONTRACTOR's employees, affiliates, or subcontractors has access in connection with the Services, shall remain COUNTY's property, and CONTRACTOR shall return and destroy all copies of any and all COUNTY Property at the direction of COUNTY. CONTRACTOR may use COUNTY Property only to the extent necessary to provide the Services. CONTRACTOR shall not disseminate or disclose any COUNTY Property, without COUNTY's prior written consent in each instance. All non-public, confidential or proprietary information of COUNTY (collectively, "Confidential Information") disclosed, or made available to, or otherwise accessed by or on behalf of CONTRACTOR, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this CONTRACT is confidential, and shall not be disclosed or copied by CONTRACTOR without the prior written consent of COUNTY in each instance. Confidential Information does not include information that is in the public domain or rightfully obtained by CONTRACTOR on a non-confidential basis from a third party. CONTRACTOR may use Confidential Information only to the extent necessary to provide the Services. This Section 7 shall survive the expiration or termination of this Contract.

8. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR must keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession, and will maintain those records for at least four (4) years following the termination of this Contract. All accounting records must be kept in accordance with generally accepted accounting practices. COUNTY will have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Contract exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Contract (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

9. **INSURANCE AND INDEMNIFICATION.** CONTRACTOR agrees to and shall at all times during the term of the Contract fully comply with the Indemnification and Insurance Requirements attached to the Purchase Order and incorporated herein by reference ("Indemnification and Insurance Requirements"). The indemnification provisions set forth in the Indemnification and Insurance Requirements shall survive the expiration or termination of the Contract.

10. **NONDISCRIMINATION.** The County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated into the Contract by this reference with the same force and effect as if the ordinance were specifically set out herein, and CONTRACTOR agrees to comply with such ordinance.

11. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Contract, and that COUNTY has the right to negotiate with and enter into contracts with others providing the same or similar services as those CONTRACTOR provides.

12. **NON-ASSIGNMENT; PERMITTED SUBCONTRACTOR(S).** CONTRACTOR shall not assign, delegate, subcontract, or otherwise transfer, by operation of law or otherwise, this Contract or any of CONTRACTOR's rights or obligations under this Contract without COUNTY's prior written consent in each instance, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for immediate termination of this Contract by COUNTY. CONTRACTOR shall not enter into agreements with or otherwise engage any person or entity, including all subcontractors and affiliates of CONTRACTOR, other than CONTRACTOR's employees, to provide any Services to Customer without the prior written consent of COUNTY in each instance (each such approved subcontractor or other third party, a "Permitted Subcontractor"). COUNTY's consent with respect to a Permitted Subcontractor shall not relieve CONTRACTOR of any of its obligations under the CONTRACT, and CONTRACTOR shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Contract as if they were CONTRACTOR's own employees. CONTRACTOR shall ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of CONTRACTOR, are properly licensed, certified and accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services. CONTRACTOR shall require each Permitted Subcontractor to be bound in writing by the confidentiality and intellectual property assignment and license provisions of these Terms and Conditions. Nothing contained in this Contract shall create any contractual relationship between COUNTY and any subcontractor or supplier of CONTRACTOR.

13. **TERMINATION.**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time, whether for COUNTY's convenience, for non-appropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Contract in whole or in part upon thirty (30) days' written notice. During such thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease the performance of Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of Services.
2. **For Non-appropriation of Funds.** Notwithstanding any other provision of this Contract, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Contract, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Contract in whole or in part, with or without a prior notice period. Subsequent to termination of this Contract under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term of the Contract.
3. **For Cause.** Should CONTRACTOR default in the performance of this Contract or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Contract in whole or in part immediately upon written notice to CONTRACTOR. Upon receipt of such termination or suspension notice, CONTRACTOR shall immediately discontinue all Services (unless such notice directs otherwise) and notify COUNTY as to the status of its CONTRACTOR's performance of

CONTRACTOR's obligations under this Contract. The date of termination shall be the date such notice is received by CONTRACTOR, unless such notice directs otherwise.

- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in the Description of Services, CONTRACTOR may, at CONTRACTOR's option terminate this Contract if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all COUNTY Property and all Deliverables, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Contract, COUNTY shall pay CONTRACTOR for satisfactory Services performed prior to the date of such termination in a prorated amount of the compensation due hereunder, less payments, if any, previously made by COUNTY to CONTRACTOR. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Contract, nor for profit on unperformed portions of Services. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

14. **NOTICE.** *From CONTRACTOR:* CONTRACTOR must send or deliver any required notice to the Designee at the addresses specified for COUNTY set forth in the Purchase Order. *From COUNTY:* Designee must send or deliver any required notice to CONTRACTOR at the address set forth in the first paragraph of these Terms and Conditions, above. Notices sent under this section shall be given to their respective parties in writing, by personal delivery, email, or facsimile, or with postage mailed by US Postal Service first-class, receipt of which is unacknowledged, shall be deemed effective three days from date of mailing. Other notices shall be deemed effective upon delivery by hand, proof of delivery by nationally recognized overnight carrier, or written acknowledgement of receipt, whichever is earlier.

15. **ENTIRE AGREEMENT AND AMENDMENT.** This Contract contains the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Contract may be altered, amended or modified only by an instrument in writing (duly executed by Designee and/or COUNTY's Chief Procurement Officer or designee) and by no other means. Each Party waives their future right to claim, contest or assert that this Contract was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. This Contract expressly conditions CONTRACTOR's acceptance on CONTRACTOR's agreement to these Terms and Conditions. These Terms and Conditions shall control and prevail over any terms and conditions contained in any other documentation, and expressly exclude all of CONTRACTOR's general terms and conditions, if any, and any other document issued by CONTRACTOR in connection with the Contract unless such document is duly executed by COUNTY.

16. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State, and Federal statutes, ordinances, and regulations in effect during the Term of this Contract. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY. Before the date on which the Services are to start, CONTRACTOR shall obtain and, at all times during the term of this Contract, maintain, all necessary licenses, permits, and consents applicable to the provision of the Services. CONTRACTOR shall comply with all rules, regulations and policies of COUNTY, including security procedures concerning systems and data and remote access thereto, building security procedures, including, but not limited to, the restriction of access by CONTRACTOR to certain areas of COUNTY premises or systems for security reasons, and general health and safety practices and procedures.

17. **CALIFORNIA LAW.** This Contract is governed by the laws of the State of California. Any litigation regarding this Contract or its contents must be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

18. **ORDER OF PRECEDENCE.** Any ambiguity, conflict, or inconsistency between the documents comprising this Contract shall be resolved according to the following order of precedence: (1) the Indemnification and Insurance Requirements; (2) these Terms and Conditions; (3) the Purchase Order; (4) the Description of Services; (5) any other Contract Documents comprising the Contract (a) as attachments to the Purchase Order, or (b) duly executed by both of the Parties after CONTRACTOR's acceptance of the Purchase Order.

19. **DEBARMENT AND SUSPENSION.** CONTRACTOR certifies to COUNTY that none of CONTRACTOR and CONTRACTOR's employees and principals are debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR shall not contract with any subcontractor that is so debarred or suspended.

20. **NO PUBLICITY OR ENDORSEMENT.** CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices or statements regarding COUNTY or its projects, without the prior written consent of COUNTY in each instance.

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

22. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

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

24. **NO WAIVER.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Contract to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.
25. **SUCCESSORS AND ASSIGNS.** These Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns in accordance with these Terms and Conditions.
26. **EXECUTION IN COUNTERPARTS; AUTHORITY.** The Contract and these Terms and Conditions may be executed in counterparts and each shall be deemed an original, and all shall constitute the same instrument. Each of the Parties represents and warrants that such Party's respective signatories to the Contract have the power and authority to enter into this Contract in the capacities set forth in the Purchase Order, and such Party has fully complied with all formal requirements necessary for such Party to enter into this Contract and for this Contract to be legally binding on such Party. CONTRACTOR hereby certifies and warrants that entering into this Contract shall not cause CONTRACTOR to breach the terms or conditions of any other contract or agreement to which CONTRACTOR is a party or which is otherwise binding on CONTRACTOR.



County of Santa Barbara
Purchasing Agent
260 N San Antonio Rd,
Santa Barbara, CA 93110

Order CO9415

Order date

8/21/2024

Delivery address

Santa Barbara County
GS AS DIRECTED

Vendor

80176
VANIR CONSTRUCTION MANAGEMENT INC

4540 DUCKHORN DR STE 300
SACRAMENTO
CA
95834
TAMARA LESSLEY
TAMARA.LESSLEY@VANIR.COM

Bill To

Santa Barbara County
912 W FOSTER ROAD SANTA MARIA, CA 93455 JOHN L
GREEN

Refer Inquiries to Buyer

Sarah Witmer
switmer@countyofsb.org

Terms of payment

30 days

Item/Comments	Description	Preferred delivery date	Quantity	Unit	Price	Amount
000468-PROJECT DEVELOPMENT/MANAGEMENT	Provide construction management/CWA compliance services for General Services (Capital) and Public Works (Transportation and Resource Recovery) Projects.	2025-01-31	1.00		175,000.00	175,000.00

Order Total USD

175,000.00

GENERAL: Contract to provide community workforce consulting services for construction work at COSB Probation Headquarters and Public Works projects at Tajiguas Landfill and Santa Claus Lane as per Vanir Construction Management Inc Statement of Work dated August 7, 2024.

CONTRACT PERIOD: Start date, as directed. Termination date, as directed and NO LATER THAN January 31, 2025.

LIMITATIONS: Total expenditure for the period shall not exceed \$175,000. Any increase or decrease in this total amount may be authorized only upon written notice from the County Chief Procurement Officer.

STANDARD TERMS AND CONDITIONS FOR INDEPENDENT CONTRACTORS (ver. 2023 09 29) attached.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March

1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

In accordance with Section 2-96 of the County Code, 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 of Santa Barbara may forthwith terminate this order.

NOTE TO CONTRACTOR: No payment will be due or payable unless this contract is properly executed and returned to the County Purchasing Office. Do not commence performance until you have executed this contract and returned it to the County of Santa Barbara Purchasing Division, 260 N San Antonio Rd, Santa Barbara, CA 93110.

Amendment 1: Change order to update contract delivery date to January 31, 2025 and to add updated scope of work documents.

Note to Supplier: The following change(s) required and authorized for:
Original Order # CN9335

Phung Loman

COUNTY OF SANTA BARBARA



County of Santa Barbara
Purchasing Agent
260 N San Antonio Rd,
Santa Barbara, CA 93110

Order CO10460

Order date
1/29/2025

Delivery address
Santa Barbara County
GS CAPITAL PROJECTS CM ACCOUNTING
260 N San Antonio Rd.
SANTA BARBARA, CA
93110

805-681-5593

Vendor
80176
VANIR CONSTRUCTION MANAGEMENT INC

4540 DUCKHORN DR STE 300
SACRAMENTO
CA
95834
TAMARA LESSLEY
TAMARA.LESSLEY@VANIR.COM

Bill To
Santa Barbara County
912 W FOSTER ROAD SANTA MARIA, CA 93455 JOHN L
GREEN

Refer Inquiries to Buyer
Christian Garcia
cgarcia@countyofsb.org

Terms of payment
30 days

Item/Comments	Description	Preferred delivery date	Quantity	Unit	Price	Amount
000468-PROJECT DEVELOPMENT/MANAGEMENT	Provide construction management/CWA compliance services for General Services (Capital) and Public Works (Transportation and Resource Recovery) Projects. Change order to CN9335 to extend the closing date to from 1/31/25 to 3/31/25.	2025-03-31	1.00	Lot	175,000.00	175,000.00

Order Total USD 175,000.00

GENERAL: Contract to provide community workforce consulting services for construction work at COSB Probation Headquarters and Public Works projects at Tajiguas Landfill and Santa Claus Lane as per Vanir Construction Management Inc Statement of Work dated August 7, 2024.

CONTRACT PERIOD: Start date, as directed. Termination date, as directed and NO LATER THAN March 31, 2025.

LIMITATIONS: Total expenditure for the period shall not exceed \$175,000. Any increase or decrease in this total amount may be authorized only upon written notice from the County Chief Procurement Officer.

STANDARD TERMS AND CONDITIONS FOR INDEPENDENT CONTRACTORS (ver. 2023 09 29) attached.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

In accordance with Section 2-96 of the County Code, 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 of Santa Barbara may forthwith terminate this order.

NOTE TO CONTRACTOR: No payment will be due or payable unless this contract is properly executed and returned to the County Purchasing Office. Do not commence performance until you have executed this contract and returned it to the County of Santa Barbara Purchasing Division, 260 N San Antonio Rd, Santa Barbara, CA 93110.

AMENDEMENT # 1: Change order to update contract delivery date to January 31, 2025, and to add updated scope of work documents.

AMENDMENT #2: Change order to CN9335 to extend the closing date to from 1/31/25 to 3/31/25.

Note to Supplier: The following change(s) required and authorized for:
Original Order # CN9335

Phung Loman
COUNTY OF SANTA BARBARA



County of Santa Barbara
Purchasing Agent
260 N San Antonio Rd.
Santa Barbara, CA 93110

Order CO10861

Order date

3/20/2025

Delivery address

Santa Barbara County
GS ADMINISTRATION
260 N San Antonio Rd.
SANTA BARBARA, CA
93110

Vendor

80176
VANIR CONSTRUCTION MANAGEMENT INC

4540 DUCKHORN DR STE 300
SACRAMENTO
CA
95834
TAMARA LESSLEY
TAMARA.LESSLEY@VANIR.COM

Bill To

Santa Barbara County
912 W FOSTER ROAD SANTA MARIA, CA 93455 JOHN L
GREEN

Refer Inquiries to Buyer

Rafael Reyez
rreyez@countyofsb.org

Terms of payment

30 days

Item/Comments	Description	Preferred delivery date	Quantity	Unit	Price	Amount
000468-PROJECT DEVELOPMENT/MANAGEMENT	Provide construction management/CWA compliance services for General Services (Capital) and Public Works (Transporation and Resource Recovery) Projects. Change Order to extend end date to May 06, 2025.	2025-05-06	1.00		175,000.00	175,000.00

Order Total USD

175,000.00

GENERAL: Contract to provide community workforce consulting services for construction work at COSB Probation Headquarters and Public Works projects at Tajiguas Landfill and Santa Claus Lane as per Vanir Construction Management Inc Statement of Work dated August 7, 2024.

CONTRACT PERIOD: Start date, as directed. Termination date, as directed and NO LATER THAN May 06, 2025.

LIMITATIONS: Total expenditure for the period shall not exceed \$175,000. Any increase or decrease in this total amount may be authorized only upon written notice from the County Chief Procurement Officer.

STANDARD TERMS AND CONDITIONS FOR INDEPENDENT CONTRACTORS (ver. 2023 09 29) attached.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

In accordance with Section 2-96 of the County Code, 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 of Santa Barbara may forthwith terminate this order.

NOTE TO CONTRACTOR: No payment will be due or payable unless this contract is properly executed and returned to the County Purchasing Office. Do not commence performance until you have executed this contract and returned it to the County of Santa Barbara Purchasing Division, 260 N San Antonio Rd, Santa Barbara, CA 93110.

AMENDEMENT # 1: Change order to update contract delivery date to January 31, 2025, and to add updated scope of work documents.

AMENDMENT #2: Change order to CN9335 to extend the closing date to from 1/31/25 to 3/31/25.

AMENDMENT #3: Change Order to extend end date to May 06, 2025.

Note to Supplier: The following change(s) required and authorized for:
Original Order # CN9335

Phung Loman

COUNTY OF SANTA BARBARA