



County of Santa Barbara  
 105 E Anapamu Street  
 Santa Barbara, CA 93101

# Supplier Contract

|                     |                        |
|---------------------|------------------------|
| Contract Number     | SCON-003352            |
| Contract Start Date | January 7, 2026        |
| Payment Type        | ACH                    |
| Contact             | Sean Burns             |
| Contract Type       | Public Project (DP)    |
| Email               | seburns@countyofsb.org |

| Supplier  |
|---|
| RAMINHA CONSTRUCTION<br>11505 HALCON RD<br>ATASCADERO, CA 93422 |

| Currency | Total Line Items | Total Tax | Total Contract Amount |
|----------|------------------|-----------|-----------------------|
| USD      | 358,151.00       | 0.00      | 358,151.00            |

| Public Project (DP) |   |              |             |              |
|---------------------|---|--------------|-------------|--------------|
| Line Number         | Description   | Total Amount | Start Date  | End Date     |
| 1                   | Emergency opening storm repair at Refugio Rd, damage sustained due to rain event. To restore road and culvert facilities. | \$358,151.00 | Jan 7, 2026 | Jun 30, 2026 |



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| <b>Contract Details</b> |
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| Email               | seburns@countyofsb.org |

GENERAL: Emergency Contract – Contractor to perform emergency opening storm repair at Refugio Rd to restore road and culvert facilities in response to damage sustained due to rain event per attached Scope of Work.

**FOR CONTRACT INQUIRIES AND INVOICING:**

Department Contact: Lori Lynch lorilyn@countyofsb.org  
 Procurement Contact: Sean Burns seburns@countyofsb.org

CONTRACT PERIOD: Start date, as directed. Termination date, NO LATER THAN June 30, 2026.

LIMITATIONS: Total expenditure for the period shall not exceed \$358,151.00 Any increase or decrease in this total amount may be authorized only upon written notice from the County Chief Procurement Officer.

SPECIFICATIONS AND GENERAL CONDITIONS (ver. 2024-04-08) APPLIES.

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.

Contractor and each subcontractor shall at all times have a valid Certificate of Reported Compliance, as described in section 2449(n) of Title 13 of the California Code of Regulations, for each fleet of vehicles subject to 13 CCR section 2449 that may be used in performance of this Contract. No such vehicle is permitted on site unless and until Contractor provides County with a valid Certificate of Reported Compliance applicable to such vehicle.

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



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Employment Opportunities Commission determines that such unlawful discrimination exists, then the County of Santa Barbara may forthwith terminate this order.

The County has an Environmentally Preferred Purchasing Policy (EPPP) that encourages the use of products/services that promote sustainable green practices. The general goals of this policy are to reduce toxicity, conserve natural resources, materials and energy, and maximize recyclability and recycled content. To view our complete EPP policy, visit: <https://www.countyofsb.org/4370/Environmentally-Preferable-Purchasing-Po>.

I accept the terms and conditions attached.

*Phung Leman*, Chief Procurement Officer

General Services Department  
Procurement Services Division  
260 N San Antonio Rd  
Santa Barbara, CA 93110

Toby Wheeler

469531

Print Name

License # as  
Applicable

Signed by:

*Toby Wheeler*

1/9/2026 | 8:39 AM PST

4E532412EC2747E...

Signature

Date

Project Manager

Title



11505 Halcon Road  
 Atascadero, CA 93422  
 Phone: (805) 461-0052  
 Fax: (805) 461-0053  
 Email: admin@raminha.com  
 License # 469531 SBE # 10639

|  |  |
|--|--|
| <b>To:</b> County of Santa Barbara                         | <b>Contact:</b> Brent Clavin   |
| <b>Address:</b> 620 W Foster Road<br>Santa Maria, CA 93455 | <b>Phone:</b> 805-636-2035   |
|  | <b>Email:</b> <a href="mailto:bclain@countyvofsb.com">bclain@countyvofsb.com</a> |
| <b>Project Name:</b> 25STM3 Refugio Rd Debris Clearing     | <b>Bid Number:</b> 2026-01   |
| <b>Project Location:</b> Santa Barbara                     | <b>Bid Date:</b> 1/5/2026  |
| <b>Addendum #:</b> n/a                                     |  |

DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION # 1000000164 EXPIRATION 6-30-2027

WE ARE A NON-UNION CONTRACTOR

Raminha Construction, Inc. carries \$1,000,000.00 GL per Occurrence - \$2,000,000.00 GL Aggregate - \$5,000,000.00 Umbrella - \$1,000,000.00 Commercial Auto Policy - \$1,000,000.00 Worker's Comp Policy - \$2,000,000.00 Pollution per Occurrence - \$4,000,000.00 Pollution Aggregate.

| Items  | Total         |
|--|---------------|
| <b>Scope:</b>  |               |
| 1 Debris clearing from road (rocks,trees,mud). 30 loads of export.                                     | \$ 98,820.00  |
| 2 Culvert clearing (unplug and cleanout to restore capacity of existing culverts). 10 loads of export. | \$ 59,132.00  |
| 3 Channel restoration within 50ft. Upstream and downstream of the structures. 50 loads of export.      | \$ 168,012.00 |
| 4 Pavement restoration 50 tons.  | \$ 32,187.00  |

**Total Bid: \$ 358,151.00**

**Exclusions:**

- The above price does not include Performance and Payment Bonds. Add 2% if bonds are required.
- The above price does not include permits or permit fees.
- The above price does not include compaction testing firm or fees.
- The above price does not include survey firm or fees.

**Notes:**

- All listed items of work must be awarded, unless listed as an option. If you would like to have portions of the above scope removed, please contact Raminha Construction prior to bid time.
- Quote based on performing all work in (8) regular daytime hours Monday through Friday. OT or DT not caused by Raminha Construction will be billed separately on a time and materials basis.
- Standby time not caused by Raminha Construction will be charged separately on a Time and Materials basis.
- Quote is valid for 90 days from the date of bid. If not rewarded within 30 days please request an updated quote.
- Will need access granted onto private property to dig out lower bridge.

**Payment Terms:**

- NET 30 Days.

|  |   |
|--|---|
| <p><b>ACCEPTED:</b></p> <p>The above prices, specifications, and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature</b> _____</p> <p><b>Date of Acceptance:</b> _____</p> | <p><b>CONFIRMED:</b></p> <p><b>RAMINHA CONSTRUCTION, INC.</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Toby Wheeler<br/>(805) 801-2460 - toby.wheeler@raminha.com</p> |
|--|---|

**Report Title:** Project Details  
**Run Date and Time:** 2026-01-08 11:53:04 Pacific Standard Time  
**Run by:** Sean Burns  
**Table name:** x\_cdoi2\_csm\_portal\_project

**Project**

|                  |  |                            |   |
|------------------|--|----------------------------|---|
| Number:          | 20260614709  | Stage:                     |   |
| Name:            | SCON-003352  | Project ID:                | 20260614709   |
| Awarding Body:   | County of Santa Barbara General Services, Procurement Services | Project Number:            | SCON-003352   |
| Contract Number: | SCON-003352  | Associated PLA:            | No  |
| Type:            | Job Order / Task   | Language Included:         | Yes   |
| Operate LCP:     | No   | Active:                    | true  |
|                  |  | Amount:                    | 358151  |
|                  |  | Award Date:                | 2026-01-08  |
|                  |  | Contract Date:             | 2026-01-08  |
|                  |  | Created:                   | 2026-01-08 11:52:53   |
|                  |  | Created by:                | seburns@countyofsb.org  |
|                  |  | Description:               | Emergency Contract to perform opening storm repair to restore road and culvert facilities in response to rain event                                     |
|                  |  | End Date:                  |   |
|                  |  | Estimated End Date:        | 2026-06-30  |
|                  |  | Estimated Start Date:      | 2026-01-08  |
|                  |  | Estimated Total Cost:      | \$0.00  |
|                  |  | First Advertised Bid Date: | 2026-01-08  |
|                  |  | Job Site Address:          | Address Line 1: Refugio Rd Br#218<br>Address Line 2: N/A<br>City: Santa Barbara<br>County: Santa Barbara<br>State: CA<br>Zip: 93117<br>Description: N/A |
|                  |  | Start Date:                |   |
|                  |  | Street:                    | Refugio Rd Br#218   |
|                  |  | Street 2:                  |   |
|                  |  | City:                      | Santa Barbara   |
|                  |  | ZipCode:                   | 93117   |
|                  |  | State:                     | CA  |
|                  |  | Team:                      |   |
|                  |  | Total Cost:                | \$358,151.00  |
|                  |  | Updated:                   | 2026-01-08 11:52:53   |
|                  |  | Updated by:                | seburns@countyofsb.org  |
|                  |  | Updates:                   | 0   |
|                  |  | County:                    | Santa Barbara   |

Project Details

Description

Description:

Emergency Contract to perform opening storm repair to restore road and culvert facilities in response to rain event

Dates

Estimated End Date: 2026-06-30

Contract Date: 2026-01-08

Estimated Start Date: 2026-01-08

First Advertised Bid Date: 2026-01-08

Start Date:

End Date:

Award Date: 2026-01-08

Location

Street:

Refugio Rd Br#218

Street 2:

City:

Santa Barbara

State:

CA

ZipCode:

93117

Financials

Total Cost: \$358,151.00

Amount: 358151

Related List Title: Project Contractor List

Table name: x\_cdoi2\_csm\_portal\_m2m\_x\_cdoi2\_csm\_customer\_acc

Query Condition: Project = 20260614709

1 Project Contractors

| Contractor                 | Sub Contractor | Parent | Project     |
|----------------------------|----------------|--------|-------------|
| RAMINHA CONSTRUCTION, INC. | false          |        | 20260614709 |



**COUNTY OF SANTA BARBARA**  
**Terms and Conditions for Public Projects**

THESE TERMS AND CONDITIONS FOR PUBLIC PROJECTS ("T&Cs") are attached to and incorporated into that certain Purchase Order ("Purchase Order") made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY"), and the contractor specified in the Purchase Order ("CONTRACTOR"), for the completion of the Work (defined below), subject to the following terms, conditions, and provisions:

1. **CONTRACT:** These T&Cs, together with the Purchase Order, including all Exhibits attached hereto and thereto, the Faithful Performance Bond, the Payment Bond, are herein referred to as the "Contract," or "Contract Documents." Copies of all Contract Documents are on file with the COUNTY's Department of General Services, and have been and will be made available to the CONTRACTOR during the term of this Contract. CONTRACTOR hereby acknowledges receipt of all Contract Documents.
2. **WORK:** CONTRACTOR, at CONTRACTOR's own cost and expense, shall perform all the work ("Work") described in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference ("Scope of Work"), and shall furnish all tools, equipment, apparatus, labor, materials, workmanship, transportation, and services necessary to perform and complete the Work, in a good and workmanlike manner and to the satisfaction of the Director of General Services of the COUNTY, or the Director's designee ("Director"), all in strict accordance with the Contract Documents. All Work shall be performed in a neat and professional manner using the best recognized practices of CONTRACTOR's trade and profession in the State of California, and shall be accomplished by mechanics and workers skilled and trained to properly complete the Work. CONTRACTOR shall prosecute the Work vigorously to completion. Time is of the essence
3. **EXCAVATIONS:** Before any pavement resurfacing, displacement, or excavation of the ground that may be required in connection with the Work under this Contract, the CONTRACTOR shall obtain an inquiry identification number by calling Underground Service Alert (USA) 1 (800) 422-4133 or by such other means as may be required; shall conform to all requirements of Sections 4215 through 4217 of the Government Code regarding any such pavement resurfacing, displacement or excavation, including the payment of any fees required; and shall facilitate performance by the COUNTY of any obligation required of the COUNTY under the Government Code. There shall be no performance under this Contract by either party hereto unless and until CONTRACTOR complies with all of the provisions of such sections of the Government Code, and notifies the County Representative (defined below) in writing regarding such compliance.
4. **COUNTY REPRESENTATIVE:** The "County Representative" referred to in the Contract Documents is the COUNTY Purchasing Agent.
5. **PAYMENT:** As full compensation for furnishing all labor, supervision, overhead, materials, and equipment and for completing all of the Work contemplated by this Contract, and subject to adjustments and liquidated damages, if any, as provided in the Contract Documents, the base amount to be paid to the CONTRACTOR for satisfactory completion of all of the Work and other requirements of the CONTRACTOR under this Contract shall not exceed the amount set forth in the Purchase Order ("Maximum Contract Amount"), to be paid as provided in Exhibit B, attached hereto and incorporated herein by reference. The CONTRACTOR assumes and will provide against any and all loss and/or damage arising out of the Work, the action of the elements, and/or from any unforeseen difficulties or obstructions which may arise or be encountered in the performance of the Work until COUNTY's acceptance of the Work, and CONTRACTOR 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 accordance with the provisions of the Contract and directions of the County Representative. The Maximum Contract Amount is to include all materials and all labor and shall cover all costs of the use of the usual machinery and tools required in the Work and shall include all of CONTRACTOR's profits, supervision, and other expenses. The Maximum Contract Amount shall include all of the CONTRACTOR's costs of insurance for property damage and public liability protection, social security benefits, unemployment insurance for workers, and any other benefits, costs, or charges required to be forwarded by CONTRACTOR. Notwithstanding the foregoing or any other provisions of this Contract.
6. **RIGHT TO AUDIT:** CONTRACTOR shall maintain and make available all books, papers, records, detail costs, estimates, claims, and accounts, including payment, property, payroll, personnel, subcontractors, and financial

records related to or which arise in connection with the Contract ("Records"). The form of record keeping with respect to the Records shall be subject to approval by COUNTY. The Records shall be made available during normal business hours for examination by COUNTY or the County Representative or the Director's designee, and shall be retained at CONTRACTOR'S principal place of business in California for audit during normal business hours at such place for four (4) years after the recording of the Notice of Completion for the Work. CONTRACTOR shall provide an office in which COUNTY and the County Representative may conduct such audit(s).

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

7. **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 contemplated in the Contract Documents, including, but not limited to, agreement(s) providing for payment(s) to CONTRACTOR, and increase of the Maximum Contract Amount, may only be authorized in writing via Change Order(s) duly executed by the COUNTY Purchasing Agent, provided that such additional compensation is at the same rate per unit as set forth in the Contract Documents (or at a corresponding rate for work that is different from that provided for in the Contract Documents).

8. **COMPLIANCE WITH LAW**: CONTRACTOR shall keep fully informed of all applicable laws, statutes, ordinances, decrees, orders, and regulations, including, but not limited to, with respect to performance of the Work, the materials used therein, and persons engaged in connection therewith, and all such orders of bodies and tribunals having any jurisdiction over same (collectively, "Applicable Laws"). If it be found that any provisions of the Contract conflict with any Applicable Law(s), the CONTRACTOR shall immediately provide notice of such conflict to the County Representative in writing. CONTRACTOR shall at all times observe and comply with, and shall cause all agents, employees, and subcontractors to observe and comply with, all Applicable Laws. CONTRACTOR acknowledges and agrees to comply with the provisions of Sections 9364 and Sections 9550 and 9566, inclusive, of the Civil Code of California.

9. **PAYMENTS NOT ACCEPTANCE**: No certificate given or payments made under this Contract, except the final payment hereunder, shall be evidence of the performance of this Contract, either wholly or in part, against any claim upon CONTRACTOR. Final payment for the Work performed under this Contract shall not be made until the lapse of thirty (30) days after the Notice of Completion of 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 this Contract shall release the County of Santa Barbara from any claims or liabilities on account of Work performed under this Contract, as the same may be amended from time to time during the Term. In addition to guarantees required elsewhere, CONTRACTOR shall and does hereby guarantee all workmanship and material to be free of defects and fit for the purposes intended for a period of one year from and after both the date of acceptance of the work and the recordation of the Notice of Completion by the COUNTY and CONTRACTOR shall repair or replace all Work and materials, together with any other portions of the Work which may be displaced in so doing, that, in the opinion of the County Representative, is or becomes defective during the period of said guarantee, without expense whatsoever to the COUNTY.

10. **PREVAILING WAGE RATES**: Rates of wages, including overtime, holiday, and Sunday rates provided for the Work shall comply with and are subject to the California Labor Code, Sections 1770 et. seq. Executive Orders of the President of the United States No. 9240, dated September 9, 1942, and No. 9250, dated October 3, 1942, and to any modifications thereof, and to and any orders of the President or any authorized Federal Officer or agency, insofar as the same may apply this Contract. The Director of the California Department of Industrial Relations determines the general prevailing wage rates. Prevailing wage rates may be found on the DIR website, at <https://www.dir.ca.gov>.

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

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

**12. TERM; TIME FOR PERFORMANCE, COMPLETION:** The term of this Contract (“Term”) shall commence upon the first date when the Purchase Order is duly executed by all of the parties hereto (“Effective Date”), and shall terminate on the end date specified on Purchase Order, unless terminated earlier in accordance with the provisions of this Contract (“Termination Date”). In the event that CONTRACTOR does not complete the Work during the Term, CONTRACTOR shall only be paid for the Work actually performed during the Term and accepted by COUNTY.

**13. WORKERS' COMPENSATION INSURANCE:** CONTRACTOR certifies that CONTRACTOR has knowledge of, is in compliance with, and warrants that CONTRACTOR shall at all times during the Term remain in compliance with, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance by the provisions of that Code. CONTRACTOR shall comply with such provisions before commencing the performance of the Work.

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

**15. GUARANTEE BONDS:** If this Contract is for more than \$25,000.00, before commencement of any Work under this Contract, the CONTRACTOR shall provide the security required by California Civil Code section 9550 for the payment of all workers and suppliers (“Payment Bond”), and security for the faithful performance of all terms and conditions of this Contract (“Performance Bond”), in the amounts and forms approved by the COUNTY, provided that the Payment Bond shall be for no less than 100% of the Maximum Contract Amount, and each of the Payment Bond and the Performance Bond shall contain provisions that automatically increase the amount thereof and/or time of completion, or both, sufficient to cover all Change Orders (if any), extensions, and additions to the Work provided under this Contract.

**16. NON-DISCRIMINATION:** The CONTRACTOR acknowledges that this Contract 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.

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

**18. SUBSTITUTION OF MATERIALS, SUBSTITUTION OF CONTRACTORS:** Only the COUNTY Purchasing Agent is authorized to act on behalf of the COUNTY in any matters requiring consent, notice, or hearing to substitute materials or equipment specified or to substitute subcontractors.

**19. 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.

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

**21. AMENDMENT; CHANGE ORDERS:** This Contract may only be amended by amendment of the Purchase Order or Change Order duly executed by the County Purchasing Agent and CONTRACTOR.

**22. 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 COUNTY 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 this 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 Work. Nothing contained in this Contract shall create any contractual relationship between COUNTY and any subcontractor or supplier of CONTRACTOR.

**23. 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.

**24. 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.

**25. 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.

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

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

**28. ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between the COUNTY and the SUBRECIPIENT with respect to the subject matter hereof, and it supersedes all prior and contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the CONTRACTOR with respect to the subject matter hereof. Each party hereto waives the 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.

**29. NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this Contract is not an exclusive contract, and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as COUNTY desires.

**30. CERTIFICATION OF SIGNATORIES.** Each of the signatories to this Contract represents and warrants that such signatory is duly authorized to execute this Contract, and that no additional signatures are required to bind such party to its terms and conditions, or to carry out any of such party's duties or obligations hereunder. The parties hereto each represent and warrant that:

(a) This Contract has been duly authorized, executed, and delivered by such party and constitutes the legal, valid, and binding obligation of such party.

(b) There are no actions, suits, or proceedings pending or, to the knowledge of such party, threatened against or affecting such party, at law or at equity or before any governmental authority that would impair such party's ability to perform its obligations under this Contract.

(c) The consummation of the transactions hereby contemplated and the performance of this Contract will not result in any breach or violation of, or constitute a default under, any other contract or agreement to which CONTRACTOR is a party or which is otherwise binding on CONTRACTOR. CONTRACTOR agrees that it shall provide to COUNTY, upon COUNTY's request, evidence that the execution and delivery of this Contract has been duly authorized by CONTRACTOR.

**31. COUNTERPARTS; ELECTRONIC SIGNATURES.** This Contract may be executed electronically and in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties hereto shall preserve undestroyed, shall together constitute one and the same instrument.

**32. TERMINATION.** The COUNTY Purchasing Agent may, by giving ten (10) days' written notice to the vendor, terminate the Contract prior to the end date set forth on the Purchase Order, for Cause. For purposes of this Contract, "Cause" shall include, but is not limited to, the best interest of the COUNTY, failure of the Work or deliverables to meet specifications, failure by CONTRACTOR to comply with all of the provisions of this Contract, and/or unsatisfactory Work.

The County may, upon giving thirty (30) days' written notice to CONTRACTOR, terminate the Contract without Cause. Upon such termination, COUNTY shall be liable to CONTRACTOR only for reasonable costs actually incurred by CONTRACTOR in performing the Work hereunder up to the date of the termination. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Contract, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Contract, COUNTY shall pay CONTRACTOR for satisfactory Work performed as of the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the Maximum Contract Amount, or for profit on unperformed portions of Work. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Work rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Work 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.

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

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

**35. FEDERAL PROVISIONS:** CONTRACTOR shall abide by the federal terms and conditions set forth in Exhibit D, attached hereto and incorporated herein by reference.

**36. PROCUREMENT OF RECOVERED MATERIALS.** CONTRACTOR shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

**37. MANDATORY DISCLOSURE.** CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Contract. CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at [www.sam.gov](http://www.sam.gov). Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

**38. EXAMINATION OF SITE.** The CONTRACTOR shall have examined the site of work and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the Maximum Contract Amount will be made because of lack of such examination.

**39. SITE-SPECIFIC RESPONSIBILITIES OF THE CONTRACTOR.** It shall be the responsibility of the CONTRACTOR to establish knowledge of the general area and the specific project site, to become familiar with the access and egress, construction or building difficulties, and method of delivery and installation, all of which may affect CONTRACTOR's ability to perform the Work. It shall be the responsibility of the CONTRACTOR to cope with all such eventualities and to perform the Work hereunder regardless. CONTRACTOR shall at all times on COUNTY property comply with all COUNTY rules, policies, and procedures conveyed to CONTRACTOR regarding the conduct of CONTRACTOR and CONTRACTOR's personnel and subcontractors on site, including, but not limited to, access requirements and security procedures.

**40. PROTECTION OF PROPERTY.** The CONTRACTOR shall take all needed precautions to protect the property, both real and personal, of the COUNTY, and private individuals and shall safeguard the passing public from harm and from any eventualities arising during the course of the Work. The CONTRACTOR shall make certain that these safeguards are used both during and after the hours of Work.

**41. HOURS OF WORK.** Eight (8) hours of labor shall constitute a legal day's work with respect to all Work performed hereunder, and it is expressly stipulated that no worker employed at any time in connection with the Contract, or by any subcontractor under this Contract, shall be required or permitted to perform Work more than eight (8) hours in any one calendar day, and forty (40) hours in any one calendar week, except as provided in Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, all the provisions whereof are deemed to be incorporated as if fully set forth herein; and it is further expressly stipulated that for each and every violation of the provisions of this Section 42, Contractor shall forfeit, as a penalty to the COUNTY, Twenty-five Dollars (\$25.00) for each worker employed by CONTRACTOR in connection with this Contract; or by any subcontractor in connection with this Contract, for each calendar day during which said worker is required or permitted to labor more than eight (8) hours in any one calendar day, or for more than forty (40) hours in any one calendar week in violation of the provisions of said sections of the Labor Code.

**42. ORDER OF PRECEDENCE:** In the event of any conflict or inconsistency between the numbered Sections 1 through 42 of these T&Cs and any of the exhibits attached hereto or to the Purchase Order, such conflict or inconsistency shall be resolved by giving precedence in the following order:

- A. Exhibit C (Indemnification and Insurance)
- B. Exhibit D (Federal Provisions), if any
- C. The provisions in the foregoing Sections 1 through 42 of these T&Cs
- D. Exhibit B (Payment Terms)
- E. Exhibit A (Scope of Work)
- F. Other exhibits or attachments attached the Purchase Order.

## EXHIBIT C

### Indemnification and Insurance Requirements (For Construction Contracts)

#### INDEMNIFICATION

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

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

#### INSURANCE

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

A. Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

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

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

B. Other Insurance Provisions

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

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

insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

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

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